



January 22, 2014

Dear Council President Giattino and City Council members:

I understand that there is tremendous concern regarding recent events and the information I have made public about the Lieutenant Governor and other members of the Christie Administration as it relates to the North End Rehabilitation Area and hazard mitigation funding. As I have noted previously, I have met with and spoken at length with the U.S. Attorney's office regarding this situation, and I provided them with my journal and other documents. As their investigation proceeds, they have asked me to refrain from giving any additional interviews and I am respecting their request. At the present time, it is best that I do not speak publicly about this matter any further or do anything that might be perceived as interfering with or jeopardizing their work.

I remain committed to working with the City Council as Hoboken's Redevelopment Agency to move forward with the rehabilitation process for the North End. The Council voted unanimously on December 4, 2013 to accept the Planning Board's recommendation to designate the area as an Area in Need of Rehabilitation. As you are aware, now that the designation process was completed in December, we can now begin the planning process for this important part of our City.

We are currently finalizing and issuing an RFP for a planner for the entire North End rehabilitation area. As soon as our budget is adopted, I hope we can hire a planner so we can begin with the process of creating the Redevelopment Plan. As this is a large, incredibly important area to our City, we intend to pursue a planner selection process similar to the one we followed for the NJ Transit Rail Yards, and that process will include input from our City Council.

Sincerely,


Mayor Zimmer

Introduced by: _____
Seconded by: _____

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

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12, DISCUSSION OF
PENDING LITIGATION, AND ATTORNEY CLIENT PRIVILEGE
RELATING TO NEGOTIATIONS AND SETTLEMENT OF PENDING
WORKERS COMPENSATION AND GENERAL LITIGATION IN
THE MATTERS OF (1) COONEY, (2) CHICOZOLA, (3) COREA, (4)
PATACCIO, AND (5) 118 CLINTON STREET ASSOCIATES**

WHEREAS, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12, for legal guidance on pending litigation, and to discuss matters subject to attorney client privilege; and

WHEREAS, one of these reasons is to receive advice from legal counsel relating to negotiations and settlement of pending workers compensation litigation in matters (specifically the Matters of Cooney v. City of Hoboken and Chicozola v. City of Hoboken); and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered in pending litigation in anticipation of settlement, with regards to the Matters of City of Hoboken v. Corea, City of Hoboken v. Petaccio, and 118 Clinton Street Associates v. City of Hoboken; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

MEETING: January 22, 2014

APPROVED AS TO FORM:

Mellissa Longo, Esq.
Corporation Counsel

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION GRANTING KEITH KANDEL, ESQ. OF FLORIO KENNY SETTLEMENT
AUTHORITY IN THE MATTER OF COONEY V. CITY OF HOBOKEN IN ACCORDANCE
WITH KANDEL'S 1/6/14 EMAIL TO MS. LONGO**

WHEREAS, the City of Hoboken is currently involved in a litigation known as Cooney v. City of Hoboken; and,

WHEREAS, Keith Kandel, Esq. of Florio Kenny has represented the City's legal interests in that matter, and has recommended a settlement in accordance with the email forwarded to Mellissa Longo, Esq. from Mr. Kandel on 1/6/14; and,

WHEREAS, after legal guidance from Mr. Kandel the City Council finds his suggested settlement 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 Keith Kandel, Esq. of Florio Kenny is hereby authorized to settle the matter of Cooney v. City of Hoboken in accordance with the 1/6/14 email to Ms. Longo, and the Mayor or her designee is hereby authorized to execute the attached agreement or one which is similar without any substantive changes.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION GRANTING RONALD BERUTTI, ESQ. OF WEINER LESNIAK SETTLEMENT
AUTHORITY IN THE MATTER OF CITY OF HOBOKEN V. COREA IN ACCORDANCE
WITH THE ATTACHED SETTLEMENT AGREEMENT**

WHEREAS, the City of Hoboken is currently involved in a litigation known as City of Hoboken v. Corea; and,

WHEREAS, Ronald Berutti, Esq. of Weiner Lesniak has represented the City’s legal interests in that matter, and has recommended a settlement in accordance with the attached settlement agreement; and,

WHEREAS, after legal guidance from Mr. Berutti, the City Council finds his suggested settlement 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 Ronald Berutti, Esq. of Weiner Lesniak is hereby authorized to settle the matter of City of Hoboken v. Corea in accordance with the attached settlement agreement, and the Mayor or her designee is hereby authorized to execute the attached agreement or one which is similar without any substantive changes.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION GRANTING KEITH KANDEL, ESQ. OF FLORIO KENNY SETTLEMENT
AUTHORITY IN THE MATTER OF CHICHIZOLA V. CITY OF HOBOKEN IN
ACCORDANCE WITH KANDEL'S 12/30/13 EMAIL TO MS. LONGO**

WHEREAS, the City of Hoboken is currently involved in a litigation known as Chichizola v. City of Hoboken; and,

WHEREAS, Keith Kandel, Esq. of Florio Kenny has represented the City's legal interests in that matter, and has recommended a settlement in accordance with the email forwarded to Mellissa Longo, Esq. from Mr. Kandel on 12/30/13; and,

WHEREAS, after legal guidance from Mr. Kandel the City Council finds his suggested settlement 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 Keith Kandel, Esq. of Florio Kenny is hereby authorized to settle the matter of Chichizola v. City of Hoboken in accordance with the 12/30/13 email to Ms. Longo, and the Mayor or her designee is hereby authorized to execute the attached agreement or one which is similar without any substantive changes.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION GRANTING RONALD BERUTTI, ESQ. OF WEINER LESNIAK SETTLEMENT
AUTHORITY IN THE MATTER OF CITY OF HOBOKEN V. PETACCIO IN ACCORDANCE
WITH THE ATTACHED SETTLEMENT AGREEMENT**

WHEREAS, the City of Hoboken is currently involved in a litigation known as City of Hoboken v. Petaccio; and,

WHEREAS, Ronald Berutti, Esq. of Weiner Lesniak has represented the City's legal interests in that matter, and has recommended a settlement in accordance with the attached settlement agreement; and,

WHEREAS, after legal guidance from Mr. Berutti the City Council finds his suggested settlement 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 Ronald Berutti, Esq. of Weiner Lesniak is hereby authorized to settle the matter of City of Hoboken v. Petaccio in accordance with the attached settlement agreement, and the Mayor or her designee is hereby authorized to execute the attached agreement or one which is similar without any substantive changes.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION GRANTING RONALD D. CUCCHIARO, ESQ.
OF WEINER LESNIAK LLP SETTLEMENT AUTHORITY IN THE
COMPLAINT IN LIEU OF PREROGATIVE WRIT MATTER TITLED
118 CLINTON STREET ASSOCIATES LLC, A NEW JERSEY
LIMITED LIABILITY COMPANY, PLAINTIFF
V. CITY OF HOBOKEN, DEFENDANT IN ACCORDANCE
WITH THE ATTACHED FINAL CONSENT ORDER**

WHEREAS, the City of Hoboken is currently involved in litigation titled 118 Clinton Street Associates, LLC, a New Jersey Limited Liability Company, Plaintiff, v. City of Hoboken, Defendant, Superior Court of New Jersey, Hudson County – Law Division, bearing Docket No. HUD-L-3467-13; and,

WHEREAS, this matter involves a development at 61 Jackson Street which resulted in the construction of improvements in the public right-of-way; and

WHEREAS, the City of Hoboken adopted an ordinance permitting the Plaintiff to maintain the encroachment within the public right-of-way for which the Plaintiff was obligated to make an annual payment as set forth in the ordinance; and,

WHEREAS, the Plaintiff has now agreed to remove all encroachments into the right-of-way, which renders the easement unnecessary which would, therefore, resolve the litigation; and,

WHEREAS, Ronald D. Cucchiaro, Esq. of Weiner Lesniak LLP has represented the City’s legal interest in this litigation and has recommended that this matter be settled in accordance with the terms and conditions set forth in the Final Consent Order, a copy of which is attached hereto; and,

WHEREAS, after legal guidance from Mr. Cucchiaro, the City Council finds the suggested settlement 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 Ronald D. Cucchiaro, Esq. of Weiner Lesniak LLP is hereby authorized to enter into a settlement by executing the Final Consent Order in the matter of 118 Clinton Street Associates, LLC, a New Jersey Limited Liability Company v. City of Hoboken, bearing Docket No. HUD-L-3467-13, in accordance with the attached Final Consent Order and Mr. Cucchiaro is authorized to execute the

attached Final Consent Order, or one which is substantially similar without any substantive changes.

Reviewed:

Approve as to Form:

Quentin Wiest
Business Administrator

Melissa Longo, Esq.
Corporation Counsel

Meeting Date:

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

Introduced

By: _____

Seconded By: _____

CITY OF HOBOKEN

RESOLUTION No. _____

**THIS RESOLUTION AUTHORIZES TEMPORARY
APPROPRIATIONS FOR THE CALENDAR YEAR 2014**

WHEREAS, N.J.S.A. 40A:4-19 provides that where any contract, commitment or payments are to be made prior to the final adoption of the calendar year 2014 budget, temporary appropriation should be made for the purpose and amounts required in the manner and time therein provided; and

WHEREAS, Twenty Six and two five percent (26.25%) of the total appropriations of the current fund in the calendar year 2013 budget, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund, and public assistance in said calendar year 2013 budget is \$25,680,953.49; and

WHEREAS, temporary appropriations for the current fund, exclusive of any appropriations made for interest and debt redemption charges, capital improvement fund, and public assistance, were approved by this governing body on January 7, 2014, in the amount of \$24,221,641.25; and

WHEREAS, there are additional commitments to be made prior to the adoption of the 2014 budget;

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the City of Hoboken that the following appropriation for the current fund be made bringing the total current fund temporary appropriations to \$24,271,641.25 excluding debt service;

	Account#	Additional Appropriation
Master Plan	01-31-463-000	\$50,000.00

BE IT FURTHER RESOLVED that a certified copy of this resolution be transmitted to the Chief Financial Officer for his/her records:

MEETING DATE: January 22, 2014

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

REVIEWED BY:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa Longo
Corporation Counsel

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH ROYAL HASKONINGDHV AS ENGINEERS FOR THE REBUILD BY DESIGN – FLOOD RISK ANALYSIS TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31, 2014 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$63,000.00

WHEREAS, service to the City as Engineering Consultants 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 services are subject to the fair and open process, however the process utilized was unfair and unopen due to the confidential nature of certain aspects of the services and underlying project, which public advertisement would have insulted; and,

WHEREAS, Royal HaskoningDHV, was contacted for consideration of these services, due to its special expertise and intricate knowledge of flood analysis such as the type the City requests consultation in; and,

WHEREAS, Royal HaskoningDHV was chosen for this contract award under the unfair and unopen process, but it is hereby required to fully 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 appropriations 4-01-31-463-000 and \$13,000.00 is available in the following appropriation 4-01-31-461-000 in the CY2014 temporary appropriation; 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 CY2014 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Royal HaskoningDHV to provide engineering consulting services for the Rebuild By Design Flood Risk Analysis be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of Sixty Three Thousand (\$63,000.00) Dollars; and

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

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

Mellissa Longo, Esq.

Meeting Date: January 22, 2014

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



MEMORANDUM

January 13th, 2014

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

Mr. Farina,

I have made the following appointment to the Library Board:

Amanda Robert, to fill the remainder of the term of Anna Roberts

Please update your files and administer the oath of office.

Thank you,

Mayor Dawn Zimmer

RECEIVED
2014 JAN 13 PM 3:00
CITY CLERK
HOBOKEN, NJ 07030



Proclamation

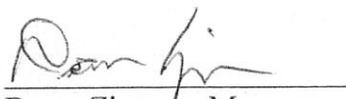
WHEREAS, human trafficking endangers the lives of millions of people around the world, and it is a crime that knows no borders. Trafficking networks operate both domestically and transnationally, and although abuses disproportionately affect women and girls, the victims of this ongoing global tragedy are men, women, and children of all ages. From forced labor and debt bondage to forced commercial sexual exploitation and involuntary domestic servitude, human trafficking leaves no country untouched. With this knowledge, the City of Hoboken dedicates itself to forging robust municipal partnerships that strengthen anti-trafficking efforts; and

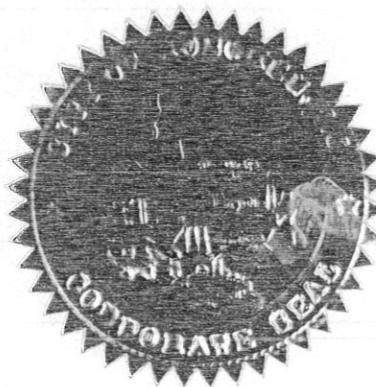
WHEREAS, fighting modern slavery and human trafficking is a shared responsibility. To successfully combat human trafficking, the people of New Jersey must be informed about the problem in its local context, and must work to protect victims of human trafficking with effective services and support, prosecute traffickers through consistent enforcement, prevent human rights abuse by furthering public awareness, and address the root cause of modern slavery; and

WHEREAS, we are particularly mindful of the work that remains to be done on behalf of victims of human trafficking and we can work together to end this terrible injustice and protect the rights of life, liberty and justice entrusted to us by our forbearers and owed to our children;

NOW, THEREFORE, BE IT PROCLAIMED that I, **Dawn Zimmer**, Mayor of the City of Hoboken, do hereby proclaim that January 11 is "**HUMAN TRAFFICKING AWARENESS DAY**" in the City of Hoboken to raise awareness about the signs and consequences of human trafficking, to promote opposition to human trafficking in all of its forms, and to encourage support for the victims of human trafficking throughout the State of New Jersey and across the world to put an end to this criminal activity and restore freedom and dignity to its victims.


James J. Farina, City Clerk
Dated: January 11, 2014


Dawn Zimmer, Mayor





Proclamation

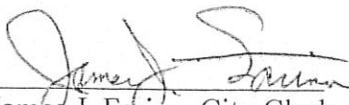
WHEREAS, Dr. Martin Luther King, Jr. was one of the greatest humanitarians and civil rights leaders in world history, and in 1963 led a march on Washington, DC that changed the course of civil rights in America; and

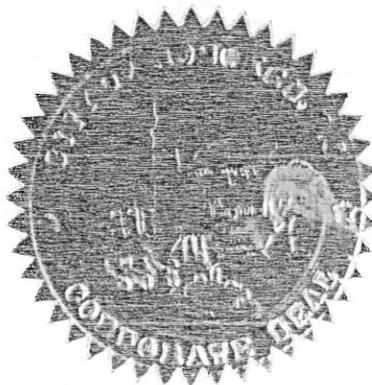
WHEREAS, Dr. Martin Luther King, Jr. advocated the importance of individual character by stating that "The ultimate measure of a man is not where he stands in moments of comfort and convenience, but where he stands at times of challenge and controversy." And due to the many individuals who worked and marched in solidarity with Dr. King, like Rabbi Abraham Joshua Heschel, today we look to Rabbi Robert Scheinberg to elaborate on how we all must embrace each other with a sense of tolerance and social justice. For as Dr. King so eloquently stated "Injustice anywhere is a threat to justice everywhere"; and

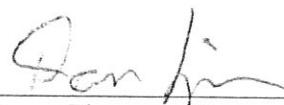
WHEREAS, the Hoboken Charter School and the City of Hoboken encourage all citizens to build a stronger community and world forged via greater understanding and tolerance by embracing the theme of "From Mandela to Obama in the Footsteps of King"; and

WHEREAS, on this Seventeenth Day of January in the year Two Thousand and Fourteen, we gather for the **Fifteenth Annual March on Washington Street** in honor of Dr. Martin Luther King, Jr. and to recognize his many contributions to American civil rights by embracing the human rights and dignity of all our citizens;

NOW, THEREFORE, BE IT RESOLVED that I, **MAYOR DAWN ZIMMER**, do hereby issue this proclamation on behalf of the City of Hoboken and its citizens in honor of Dr. Martin Luther King, Jr. and Rabbi Robert Scheinberg in recognition of their contributions to our great Nation as a call to tolerance, justice and harmonious coexistence of all persons in our community and world.


James J. Farina, City Clerk
Dated: January 17, 2014




Dawn Zimmer, Mayor



Proclamation

WHEREAS, each year, our nation recognizes February as **African-American History Month** to celebrate and honor the positive achievements and diverse voices of the African-American community which has helped shape this nation and the community's social fabric; and

WHEREAS, the African-American community has persevered and demonstrated great courage in their struggle to overcome our nation's historic injustices of slavery and racial discrimination and reminded our nation of its promise for equality and justice; and

WHEREAS, African-Americans have always fought to protect our country's ideals on the battlefield, from the birth of our nation during the Revolutionary War, to the fight for the freedom of millions during the Civil War, and their brave efforts played a key role in advancing desegregation in our country; and

WHEREAS, our nation has benefited greatly from the vast cultural contributions from the African-American community including in the areas of music, arts, poetry, and cuisine, and from inventors, doctors, and lawyers who have brought critical advancements to medicine, science, agriculture, law, and more;

NOW THEREFORE BE IT PROCLAIMED, that I, **DAWN ZIMMER**, Mayor of the City Of Hoboken, do hereby proclaim February 2014 as **African-American History Month** and invite all citizens of the City of Hoboken to celebrate and learn about the vast contributions of African-Americans to our community.

James J. Farina, City Clerk

Dated: January 22, 2014



Dawn Zimmer, Mayor

Introduced By: _____

Second By: _____

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

JANUARY 22, 2014

<u>VENDOR'S LICENSE</u>	<u>2 ITEMS</u>	
MAGDALIA'S JEWELRY AND MORE	(\$100.00)	
560 MARSHALL DRIVE APT. 7D		
HOBOKEN, NJ 07030		
RONALD FICATOTTA	(\$100.00)	
39 NOSTRAND AVENUE		
STATEN ISLAND, NY 10314		
<u>RAFFLES</u>	<u>1 ITEMS</u>	
HOBOKEN CATHOLIC ACADEMY	(\$20.00)	
555 7 TH STREET	50/50 RAFFLE	
HOBOKEN, NJ 07030		
<u>POKER NIGHT</u>	<u>1 ITEMS</u>	
HOBOKEN CATHOLIC ACADEMY	(\$20.00)	
555 7 TH STREET	POKER NIGHT	
HOBOKEN, NJ 07030		
<u>PARKING FACILITIES</u>	<u>6 ITEMS</u>	
PARK AND PARKING, LLC	(\$300.00)	PARKING GARAGE
1300 JEFFERSON ST.	8 or more cars	1300 JEFFERSON ST.
HOBOKEN, NJ 07030		HOBOKEN, NJ 07030

SOVERIGN GARAGE, LLC 307 7 TH AVENUE, SUITE 707 NY NY 07030	(\$300.00) 8 or more cars	PARKING GARAGE 2 14 TH STREET HOBOKEN, NJ 07030
INDEPENDENCE GARAGE, LLC 307 7 TH AVENUE, SUITE 707 NY NY 07030	(\$300.00) 8 or more cars	PARKING GARAGE 2 12 TH STREET HOBOKEN, NJ 07030
OBSERVER HIGHWAY GARAGE, LLC 50 BLOOMFIELD STREET HOBOKEN, NJ 07030	(\$300.00) 8 or more cars	PARKING GARAGE 50 BLOOMFIELD STREET HOBOKEN, NJ 07030
STANDARD PARKING 360 WEST 31 ST STREET SUITE 1100 NY, NY 10001	(\$300.00) 8 or more cars	PARKING GARAGE 57 HUDSON STREET HOBOKEN, NJ 07030
RITE PARK, LLC 21 BURNHAM CT. SCOTCH PLAINS, NJ 07076	(\$300.00) 8 or more cars	PARKING GARAGE 7 TH AND JACKSON ST. HOBOKEN, NJ 07030

NON FOOD VEHICLE

1 ITEM

STYLE CRUISER 601 RIVERSIDE AVE UNIT 624 LYNDHURST, NJ 07071	\$175.00
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Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

January 22, 2014 City Council Meeting

Operator Licenses: 20 Total

Owner Licenses: 0 Total

Taxi Operator Licenses - 14 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Aziz	Emad	TAXI	T0017-14	\$75
2	Farag	Adly	TAXI	T0004-14	\$75
3	Ghobrial	Sharl	TAXI	T0001-14	\$75
4	Sholkami	Abdalla	Taxi	T0009-14	\$75
5	Hemeda	Ahmed	Taxi	T0015-14	\$75
6	Asaad	Walid	Taxi	T0007-14	\$75
7	Botros	Mamdouh	Taxi	T0003-14	\$75
8	Israeil	Ashraf	Taxi	T0006-14	\$75
9	Saad	Adel	Taxi	T0140-14	\$75
10	Gergawy	Rimon	Taxi	T0141-14	\$75
11	Rezk	Ramzy	Taxi	T0010-14	\$75
12	Felistiny	Remon	Taxi	T0013-14	\$75
13	Abdelhadi	Omar	Taxi	T0002-14	\$75
14	Guzman	Erick	Taxi	T0008-14	\$75

Total Fees: \$1,050

Total Licenses: 3

Limo Operator Licenses - 6 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Quizhpi-Alvarez	Jorge	LIMO	L0009-14	\$75
2	Castro	Steven	LIMO	L0131-14	\$75
3	Tipanluisa	Santiago	LIMO	L0132-14	\$75
4	Crespo	Pedro	LIMO	L0006-14	\$75
5	Serrette	William	LIMO	L0133-14	\$75
6	Reyes	Nathaniel	LIMO	L0008-14	\$75

Total Fees: \$450

Total Licenses: 5

Taxi Owner Licenses - 0 total

#	Company Name	Vehicle Type	Vehicle #	Fee
1				

Total Fees: \$ -

Total Licenses: 0

Limo Owner Licenses - 3 total

#	Company Name	Vehicle Type	Vehicle #	Fee*
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1				
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Total Fees: \$ -
Total Licenses: 0

* 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.



CITY OF HOBOKEN
Department of Finance
Division of Tax Collection
SHARON CURRAN
Tax Collector

January 6, 2014

Dear Mayor and Council members:

Enclosed is the Tax Collector's Annual Report from January 1, 2013 to December 31, 2013.

Attached is a final delinquent report showing tax balances as of December 31, 2013 also a list of Municipal Liens eligible for In Rem Foreclosure and a certified copy of the 2013 Tax Rate.

On April 19, 2013, we held a Tax Sale which included taxes, Abatement charges and North Hudson Sewerage charges. 95 liens were sold to third party lien holders. We collected \$171,594.31 in taxes, interest, abatements and tax sale costs. We also collected \$296,713.74 for North Hudson Sewerage Authority and \$646,600.00 in Premiums.

In closing, I am grateful for the experience of working with the citizens of the City of Hoboken, and I appreciate all of the courtesies shown to the Tax Collector's office.

Respectfully yours,

A handwritten signature in blue ink that reads "Sharon Curran".

Sharon Curran
Tax Collector
City of Hoboken

OFFICE OF THE TAX COLLECTOR

ANNUAL SUMMARY OF COLLECTIONS DURING JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

Receipts on Taxes

2014 Taxes 1-2 Quarters...	845,836.54	
2014 Taxes 3-4 Quarters...	8,899.78	
2014 Added Assessment Tax...	299.89	
Total Taxes Collected 2014		855,036.21
2013 Taxes 1-2 Quarters....	70,057,951.04	
2013 Taxes 3-4 Quarters...	72,327,550.48	
2013 Added Assessment Tax....	1,531,378.11	
2013 S/C Disallowed...	2,000.00	
Total Taxes Collected 2013		143,918,879.63
2012 Taxes 1-2 Quarters....	147,383.72	
2012 Taxes 3-4 Quarters....	1,244,191.86	
2012 Added Assessments...	104,078.45	
2012 S/C Disallowed...	3,422.54	
Total Taxes Collected 2012		1,499,076.57
2011 Taxes ...	36,546.05	
Total Taxes Collected 2011		36,546.05
Senior Citizen Disallwd State Audit...	1,000.00	
Total Taxes Collected		1,000.00
<u>Miscellaneous Tax Receipts</u>		
Interest on Taxes and Assessments....	254,515.35	
Bounced Check Fee....	600.00	
Duplicate Tax Bill Fee...	525.00	
Tax Search Fee....	20.00	
Total Miscellaneous Tax Receipts....		255,660.35
<u>Pilot Taxes Receipts</u>		
Pilot Tax Principal....	11,608,811.27	
Interest on Pilot Tax....	5,658.87	
Total Collected on Pilot and Interest Receipts		11,614,470.14
<u>Tax Sale 4/19/2013</u>		
Tax Sale Costs....	29,231.20	
Tax Sale SewerPrincipal & Interest Charges..	296,713.74	
Tax Sale Abatement Charges...	13,356.21	
Tax Sale Abatement Interest...	954.75	
Tax Sale Receipts....		340,255.90
<u>Premiums Collected at Tax Sales...</u>	646,600.00	
Total Premiums Collected...		646,600.00
Total		159,167,524.85
Minus Bad Checks		122,665.75
Annual Total of Tax Collections		<u>159,044,859.10</u>
<u>Tax Abatement Collections</u>		
Abatement Principal Collected....	3,275,736.26	
Abatement Interest....	9,779.63	
Total Abatement Charges Collected....		3,285,515.89

Respectfully yours,

Sharon Curran
Tax Collector

ANNUAL MONTHLY SPREAD SHEET FROM JANUARY 2013 TO DECEMBER 2013 TAX RECEIPTS

Page 1	TOTAL	Interest	2013 1&2 Qtrs. Taxes	2013 3&4 Qtrs. Taxes	2013 Added Assessments	2013 S/C Disallowd	2012 3&4 Qtrs. Taxes	2012 1&2 Qtrs. Taxes	2014 Added Assessments	2012 Added Assessments	2011 Taxes	Senior Citizen Disallowd State Audit	2012 S/C Disallowd	2014 1&2 Qtrs. Taxes
January-13	15,832,501.79	18,347.32	13,555,033.58	2,747.04	57,537.76		482,297.60	18,140.49		76,226.30				
February-13	21,568,532.82	26,930.19	20,343,330.58	5,624.61	579,110.86		205,148.59	1,861.55						
March-13	1,391,804.19	26,084.36	972,849.44	6,759.77	8,154.26	500.00	153,632.48	42,459.82				500.00		
April-13	12,369,742.69	47,764.19	9,473,225.44	18,808.97	92,746.46	750.00	364,628.42	84,921.86			250.00	500.00	1,500.00	
May-13	25,404,750.83	15,998.23	24,184,175.65	49,013.85	229,802.77	750.00		58.50			252.05		1,500.00	
June-13	1,222,997.94	19,537.10	1,035,235.91	100,204.58	2,827.44			501.86					422.54	
July-13	15,866,655.92	9,320.24	244,420.45	13,799,262.46				753.83						
August-13	22,904,081.20	13,167.67	122,495.31	21,949,268.38				97.30			0.20			181,551.99
September-13	1,382,354.60	10,108.92	46,812.60	973,132.85				1.46						62,695.86
October-13	26,417,655.40	32,685.05	24,372.71	22,641,066.86	297,567.09		37,071.92		239.91		36,043.80			11,112.93
November-13	13,291,091.52	11,749.19	16,184.23	11,894,914.18	256,905.59				59.98					30,432.03
December-13	1,515,355.95	22,822.89	39,815.14	886,726.93	6,665.88									64,847.72
Totals	159,167,524.85	254,515.35	70,057,951.04	72,327,550.48	1,531,378.11	2,000.00	1,244,191.86	147,383.72	299.89	104,078.45	36,546.05	1,000.00	3,422.54	845,836.54
Redemptions	Third Party Liens			Premiums				Municipal Liens						
January-13	169,356.97			29,500.00										
February-13	62,043.22			15,800.00										
March-13	184,313.97			34,800.00										
April-13	228,347.40			80,900.00										
May-13	37,185.57			114,800.00										
June-13	149,025.92			40,700.00										
July-13	55,005.12			51,100.00										
August-13	281,256.16			107,100.00										
September-13	42,140.03			30,100.00				2,473.80						
October-13	77,184.68			37,100.00										
November-13	22,137.45			22,200.00										
December-13	202,481.30			62,100.00										
Total	1,510,477.79			626,200.00				2,473.80						
	Trust Account			Premium Account				Current Acct.						
March and April 2012 Abatement charges collected before the tax sale recorded on the monthly reports-applied directly into abatement prin. & interest on this report.														
March and April 2012 Sewer charges collected before the tax sale on this report.														
All sewer payments received before and after the tax sale forwarded to North Hudson Sewerage Auth.														
March Collected a Pilot Payment \$99,721.17 booked in the Finance Office not recorded on Edmunds System.														

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

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2012	2013	2014		
001 TAX-Billing	68979	37,544.00	1,212,437.33	141,985,964.28	854,736.32	231,119.97	144,321,801.90
014 ADDED ASSESSMENT/OMI	646	0.00	104,078.45	1,531,378.11	299.89	1,315.36	1,637,071.81
082 IN LIEU OF TAXES	150	0.00	17,666.01	11,491,423.79	0.30	5,658.87	11,514,748.97
901 TAX SALE - TAXES	128	2.05	142,713.44	0.00	0.00	13,292.92	156,008.41
SUB SUBSEQUENT TAX	298	0.00	39,847.35	401,537.24	0.00	8,787.10	450,171.69
Tax Payments	70201	37,546.05	1,516,742.58	155,410,303.42	855,036.51	260,174.22	158,079,802.78
016 TAX ABATEMENT	4	0.00	6,508.65	0.00	0.00	485.59	6,994.24
077 SEWER SPEC CHARGES	145	0.00	215,275.24	0.00	0.00	32,477.38	247,752.62
902 TAX SALE - SEWER	36	0.00	40,002.03	0.00	0.00	8,959.09	48,961.12
905 T.S. ABATEMENTS	5	0.00	6,847.56	0.00	0.00	469.16	7,316.72
Sp Charges Payments	190	0.00	268,633.48	0.00	0.00	42,391.22	311,024.70
020 MUN LIEN TAX	4	1,686.82	0.00	0.00	0.00	764.98	2,451.80
076 PENALTY-LIEN	1	2,860.32	0.00	0.00	0.00	24,982.20	27,842.52
00L OUTSIDE REDEEM	652	1,151,754.00	0.00	0.00	0.00	310,311.27	1,462,065.27
FEE	124	20,592.00	0.00	0.00	0.00	0.00	20,592.00
Lien Payments	781	1,176,893.14	0.00	0.00	0.00	336,058.45	1,512,951.59
005 BOUNCED CHECK FEE	31	600.00	0.00	0.00	0.00	0.00	600.00
009 T.S. AD/MAILING FEE	249	0.00	0.00	0.00	0.00	20,962.02	20,962.02
010 TAX SEARCHES	2	20.00	0.00	0.00	0.00	0.00	20.00
012 DUPLICATE BILLS	77	520.00	0.00	0.00	0.00	0.00	520.00
015 UNALLOCATED PYMTS	1	5.00	0.00	0.00	0.00	0.00	5.00
903 TAX SALE PREMIUM	90	646,600.00	0.00	0.00	0.00	0.00	646,600.00
904 TAX SALE COST	95	0.00	0.00	0.00	0.00	8,269.18	8,269.18
Misc Payments	545	647,745.00	0.00	0.00	0.00	29,231.20	676,976.20
NSF BOUNCED CHECK	57	0.00	6,907.30-	113,762.95-	0.01-	1,995.49-	122,665.75-
Tax NSF	57	0.00	6,907.30-	113,762.95-	0.01-	1,995.49-	122,665.75-
Payments Total:	71717	1,862,184.19	1,785,376.06	155,410,303.42	855,036.51	667,855.09	160,580,755.27
Code Description	Count	Arrears/Other	Principal			Interest	Total
			2012	2013	2014		
NSF Reversals Total:	57	0.00	6,907.30-	113,762.95-	0.01-	1,995.49-	122,665.75-
Total:	71774	1,862,184.19	1,778,468.76	155,296,540.47	855,036.50	665,859.60	160,458,089.52

Total Cash: 474,388.75

Total Check: 159,983,700.77

Range: Block: First to Last Property Class Range: First to Last Print Balances Greater Than: 0.00
 Lot: Bill Year Range: 2010 to 2013 Include Prior Yr/Prd In Balance: Y
 Qual: Bill Period Range: 1 to 4 Include Interest Through: 12/31/13
 As of Date: 12/31/13 Assessed Value/SPTX Code Year: 2010 Include Tax Sp Charges: N
 Include Utility Due As of 12/31/13: N Include Other Special Charges: N

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Original Billed	4,272,058.82	4,350,742.36	4,347,093.24	4,346,027.66	17,315,922.08
Added/Omitted	71,879.26	71,879.04	0.00	270,039.30	413,797.60
Other Billing	58,579.59-	57,259.29-	5,810.92-	204,296.38-	325,946.18-
Balance Adjustments (Prin)	200,241.44	156,256.85	172,734.67	154,577.57	683,810.53
Payments (Prin)	4,423,413.09	4,370,859.32	4,265,100.44	3,974,403.22	17,033,776.07
Payments (Pnlt)	0.00	0.00	0.00	0.00	0.00
NSF (Prin)	48,926.94	24,220.67	26,452.69	8,238.79	107,839.09
NSF (Pnlt)	0.00	0.00	0.00	0.00	0.00
Tax Balance (Prin + Pnlt)	111,113.78	174,980.31	275,369.24	600,183.72	1,161,647.05
Misc.Charge Adjustments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge Payments (Prin)	0.00	0.00	0.00	0.00	0.00
Misc.Charge NSF (Prin)	0.00	0.00	0.00	0.00	0.00
Total Balance (Prin + Pnlt)	111,113.78	174,980.31	275,369.24	600,183.72	1,161,647.05
Payments (Intr)	71,821.98	61,889.83	62,089.48	51,863.08	247,664.37
NSF (Intr)	2,978.41	1,928.40	1,098.06	551.96	6,556.83
Balance Adjustments (Intr)	0.00	0.00	1.50-	49.28-	50.78-

Prior Yr/Prd Balance: 20.57
 Current Balance: 1,161,647.05
 Total Per Diem Interest: 66,175.42
 Total Balance: 1,227,843.04

2010 DEDUCTIONS

Number of Accts:	652	Senior Citizen	4
Land Value:	28,758,000	Disabled Person	0
Improvement Value:	66,418,100	Surviving Spouse	0
Limited Exemptions:	0	Veteran	5
Net Taxable Value:	95,176,100	Widow of Veteran	2

NOTE: Per Diem Interest is included for Bill Year/Period Range and Prior Year/Periods.

Range: Block: First to Last		Sale Date Range: First to 12/31/13		As Of Date: 12/31/13				
Lot: Qual:								
Block/Lot/Qual Property Location	Cert Num Additional Lots	Sale Date	Amount of Sale	Subsequent Chrgs & Intr	Redemption Amount	Date	Recording Book	Page
3. 1.01 653-655 NEWARK ST	L2 003054	09/19/83	8,920.23	72,790.18	81,710.41			
13. 16. 90 JACKSON ST	000165	12/30/97	14,571.08	44,739.02	59,310.10			
139. 1.01 SO OF HUDSON PLACE	097146	06/25/09	78,103.93	199,866.41	277,970.34			
158. 24. WILLOW COURT SOUTH	005205	12/31/52	73,292.42	981,888.04	1,055,180.46			
158.01 33. WILLOW COURT NORTH	000051	12/31/75	14,618.68	125,880.02	140,498.70			
165. 37. 210 PARK AVE REAR	003178	10/30/85	35.19	1,697.69	1,732.88			
165. 38. 224 PARK AVE REAR	003179	10/30/85	35.19	1,216.06	1,251.25			
165. 39. 226-232 PARK AVE REAR	003180	10/30/85	105.05	71,046.08	71,151.13			
166. 39. 312-316 PARK AVE REAR	11-00066	04/08/11	124.53	453.69	578.22			
166. 40. 322-326 PARK AVE REAR	003409	12/08/87	111.54	3,982.04	4,093.58			
166. 41. 336 PARK AVE REAR	003183	10/30/85	35.19	1,537.29	1,572.48			
167. 24. 250-254 FIFTH ST	000353	02/22/94	241.66	868.52	1,110.18			
168. 41. 628 PARK AVE REAR	003184	10/30/85	35.19	1,376.21	1,411.40			
177. 37. 111-115 PARK AVE REAR	003302	12/03/86	128.45	4,205.47	4,333.92			
177. 38. 118 GARDEN ST REAR	003186	10/30/85	35.19	1,216.00	1,251.19			
177. 39. 121 PARK AVE REAR	003187	10/30/85	35.19	1,376.68	1,411.87			

Block/Lot/Qual Property Location	Cert Num Additional Lots	Sale Date	Amount of Sale	Subsequent Chrgs & Intr	Redemption Amount	Date	Recording Book	Page
177. 40. 122-128 GARDEN ST REAR	003188	10/30/85	68.30	4,274.71	4,343.01			
177. 41. 132 GARDEN ST REAR	003299	12/03/86	52.94	1,242.25	1,295.19			
178. 41. 226-230 GARDEN ST REAR	98-219	06/24/98	170.90	2,767.27	2,938.17			
178. 42. 236 GARDEN ST REAR	094244	02/22/94	62.20	609.93	672.13			
179. 47. 307 PARK AVE REAR	003190	10/30/85	35.19	1,376.70	1,411.89			
179. 49. 317 PARK AVE REAR	003191	10/30/85	51.75	2,936.00	2,987.75			
179. 51. 321 PARK AVE REAR	003192	10/30/85	35.19	1,537.17	1,572.36			
179. 52. 329-339 PARK AVE REAR	003193	10/30/85	174.91	8,576.44	8,751.35			
180. 41. 509 PARK AVE REAR	11-00072	04/08/11	153.89	658.17	812.06			
180. 41.01 515 PARK AVE REAR	003195	10/30/85	158.35	15,706.54	15,864.89			
181. 31. 608 GARDEN ST REAR	003196	10/30/85	35.19	1,376.70	1,411.89			
181. 32. 614 GARDEN ST REAR	003197	10/30/85	51.75	2,773.00	2,824.75			
181. 33. 630 GARDEN ST REAR	003198	10/30/85	51.75	2,773.00	2,824.75			
188. 46. GARDEN STREET (REAR)	009502	06/27/95	39.83	231.07	270.90			
189. 47. 214-220 BLOOMFIELD REAR	003199	10/30/85	84.86	5,858.27	5,943.13			
190. 32. 327 GARDEN ST REAR	003200	10/30/85	35.19	1,537.17	1,572.36			
192. 44. 513 GARDEN ST REAR	003411	12/08/87	63.27	2,401.44	2,464.71			
192. 45. 520 BLOOMFIELD (REAR)	003201	10/30/85	35.19	231.83	267.02			

Block/Lot/Qual Property Location	Cert Num Additional Lots	Sale Date	Amount of Sale	Subsequent Chrgs & Intr	Redemption Amount	Date	Recording Book	Page
192. 48. 526 BLOOMFIELD ST REAR	003204	10/30/85	35.19	1,216.08	1,251.27			
193. 53. 606 BLOOMFIELD ST REAR	003412	12/08/87	39.13	1,419.65	1,458.78			
193. 54. 609-615 GARDEN ST REAR	003205	10/30/85	68.30	21,075.64	21,143.94			
193. 55. 612-618 BLOOMFIELD REAR	003206	10/30/85	84.86	5,638.50	5,723.36			
193. 56. 621 GARDEN ST REAR	003207	10/30/85	35.19	1,216.08	1,251.27			
193. 57. 625-633 GARDEN ST REAR	003208	10/30/85	84.86	6,760.02	6,844.88			
193. 58. 628 BLOOMFIELD ST	003209	10/30/85	35.19	11,087.67	11,122.86			
193. 59. 632 BLOOMFIELD ST REAR	003210	10/30/85	35.19	1,376.70	1,411.89			
193. 60. 636 BLOOMFIELD ST REAR	003211	10/30/85	35.19	1,376.70	1,411.89			
194. 47. 720 BLOOMFIELD ST REAR	003212	10/30/85	35.19	2,981.44	3,016.63			
194. 48. 724-726 BLOOMFIELD REAR	003213	10/30/85	51.75	5,617.85	5,669.60			
207. 30. 802-806 WASHINGTON REAR	003214	10/30/85	51.75	6,502.48	6,554.23			
207. 31. 827-831 BLOOMFIELD REAR	003215	10/30/85	35.19	5,308.13	5,343.32			
207. 32. 107 NINTH ST	003216	10/30/85	68.30	14,338.79	14,407.09			
208. 39. 108 NINTH ST	003217	10/30/85	68.30	10,656.72	10,725.02			
208. 40. 917-925 BLOOMFIELD REAR	003218	10/30/85	51.75	5,181.77	5,233.52			
229. 1. 5-21 HUDSON PLACE	000297	02/22/94	397.36	1,474.61	1,871.97			
231. 4. 207-09 RIVER STREET	000273	02/22/94	305.76	1,145.41	1,451.17			

January 6, 2014
10:50 AM

CITY OF HOBOKEN
Condensed Foreclosure Listing

Page No: 4

Block/Lot/Qual Property Location	Cert Num Additional	Sale Date Lots	Amount of Sale	Subsequent Chrgs & Intr	Redemption Amount	Date	Recording Book	Page
Total Liens	Sale Amount	Subsq Chrgs & Intr		Total				
52	193,307.81	1,675,381.30		1,868,689.11				

EXPLANATION OF COMPUTED TAX RATES FOR HOBOKEN CITY

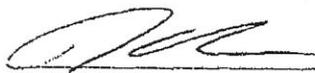
NET VALUE USED TO COMPUTE LOCAL RATES = 3,029,016,830

APPORTIONED VALUE USED TO COMPUTE COUNTY RATES = 9,922,507,514

	TOTAL TAXES TO BE RAISED	ADJUSTS TO TOTAL TAXES	NET TAXES TO BE RAISED	COMPUTED TAX RATE	ROUNDED TAX RATE	EXPECTED SURPLUS DUE TO ROUNDING
COUNTY TAX.....	53,855,207.30	948,527.20	52,906,680.10	1.74666181	1.747	
LIBRARY TAX.....		.00	.00	.00000000	.000	
HEALTH SERVICE TAX.....		.00	.00	.00000000	.000	
CTY OPEN SPACE TAX.....	198,439.24	.00	198,439.24	.00655128	.007	
DISTRICT SCHOOL TAX.....			37,577,916.00	1.24059779	1.241	
REGIONAL SCHOOL TAX.....			.00	.00000000	.000	
LOCAL SCHOOL TAX.....			.00	.00000000	.000	
MUNICIPAL OPEN SPACE TAX			602,046.00	.01987595	.020	
MUNICIPAL LIBRARY TAX...			3,199,493.00	.10562810	.105	
MUNICIPAL PURPOSE TAX...			50,832,990.28	1.67820099	1.678	
TOTAL TAX RATE			145,317,564.62	4.79751592	4.798	14,662.88

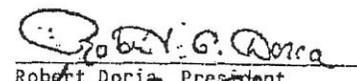
CERTIFICATION SCHEDULE OF THE 2013 GENERAL TAX RATE

Persuant to Section 4 P.L. 1983, C.2254, approved December 31, 1982, the Hudson County Board of Taxation hereby certifies the general tax rate for the 2013 tax year.

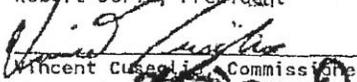


Donald Kenny
County Tax Administrator

Date 7/3/13



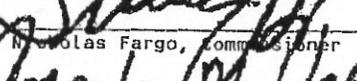
Robert Doria, President



Vincent Cusella, Commissioner



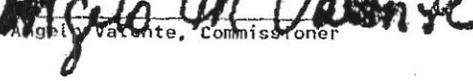
James D'Andrea, Commissioner



Nicholas Fargo, Commissioner



Jodi Drennan, Commissioner



Angelo M. Valente, Commissioner

Tax Sale April 19, 2013

BREAKDOWN OF MONIES RECEIVED FROM TAX SALE

95 PARCELS WENT TO TAX SALE
95 LIENS WERE SOLD TO THIRD PARTY LIEN HOLDERS

The Total Amount received at Tax Sale \$867,155.43

<u>Monies deposited into the General Account</u>	<u>\$867,155.43</u>
Tax Sale Deposit	\$867,155.43

Break down of Tax Sale

Taxes	149,563.05	
Interest on Taxes	13,762.08	
Tax Sale Costs	<u>8,269.18</u>	
Total	171,594.31	MONIES DEPOSITED INTO GENERAL ACCOUNT

North Hud. Sewerage	40,002.03	Collected At The Tax Sale
North Hud. Interest	<u>8,959.09</u>	Collected At The Tax Sale
Total	48,961.12	WIRE INTO NORTH HUDSON SEWAGE AUTHORITY ACCOUNT

Premiums \$646,600.00 Wire into the Tax Collectors Premium Account

Total Collected at the Tax Sale \$867,155.43

All money collected for North Hudson Sewage Authority BEFORE TAX SALE

Principal Amount	215,275.24	
Interest	<u>32,477.38</u>	
Total	247,752.62	WIRE MONIES INTO NORTH HUDSON SEWAGE AUTHORITY ACCOUNT

DEPOSITED INTO THE GENERAL ACCOUNT

*****	Tax Sale Years	Certificates sold at Tax Sale
	2008	183
	2009	272
	2010	210
	2011	104
	2012	124
	2013	95 This has been our best year yet!

CITY OF HOBOKEN
CLAIMS LISTING
JANUARY 22, 2014

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$	
ESCROW	CD MLUL PB ESCROW ACCTS	13-04736	MASER CONSULTING	DEVELOPERS ESCROW	\$ 9,142.50	
		13-04911	MASER CONSULTING	DEVELOPERS ESCROW	\$ 2,270.00	
		13-05009	MASER CONSULTING	DEVELOPERS ESCROW	\$ 3,700.00	
		13-05011	REMINGTON & VERNICK ENGINEERS	DEVELOPERS ESCROW	\$ 1,430.00	
		13-05013	AUDIO EDGE TRANSCRIPTION LLC	DEVELOPERS ESCROW	\$ 495.00	
		13-05022	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 1,365.00	
		13-05030	PHYLLIS T. LEWIS	DEVELOPERS ESCROW	\$ 266.00	
		CD MLUL ZBA ESCROW ACCTS	13-04738	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 515.06
	13-04913		JERSEY JOURNAL	DEVELOPERS ESCROW	\$ 129.98	
	13-05008		BEATTIE PADOVANO, LLC	DEVELOPERS ESCROW	\$ 112.00	
	13-05012		EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 906.25	
	13-05023		THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 945.00	
	13-05025		R S DEVELOPMENT CORP	REFUND DEVELOPERS ESCROW	\$ 75.00	
	13-05026		401-403 WASHINGTON STREET, LP	REFUND DEVELOPERS ESCROW	\$ 6.00	
	ESCROW Total					\$ 21,357.79
	ICAPITAL	CAPITAL ACCOUNT	12-02807	REMINGTON & VERNICK ENGINEERS	HOBOKEN COVE & 1600 PARK	\$ 3,275.04
CD DIRECTOR'S OFFICE		12-04449	THE LANDTEK GROUP, INC.	1600 PARK & HOBOKEN COVE PH 1	\$ 285,327.12	
ES PUBLIC PROPERTY		13-05078	JOHN TO GO INC	HPD Trailer Service	\$ 1,140.00	
HS PARKS		13-05084	TREES UNLIMITED, LLC	CLEAN CANOPY	\$ 6,800.00	
ICAPITAL Total					\$ 296,542.16	
ICDBG2818	COMMUNITY DEVELOPMENT	13-04929	HOBOKEN DAY CARE 100, INC.	CDBG REIM SEPT - NOVEMBER 2013	\$ 10,103.30	
ICDBG2818 Total					\$ 10,103.30	
IFIRE ED	PS FIRE SAFETY	13-02496	FIRE FIGHTERS EQUIPMENT CO.	Facepieces	\$ 1,890.00	
		13-03525	SAMUELS INC	Parts for Car 165	\$ 543.24	
		13-03526	SAMUELS INC	Car Parts	\$ 273.50	
		13-05080	AUTOPART INTERNATIONAL	Car Battery	\$ 102.65	
IFIRE ED Total					\$ 2,809.39	
IHAZMAT	PS FIRE	13-04306	FEDERAL RESOURCES	HAZMAT CHARTS/TEST KITS	\$ 400.25	
IHAZMAT Total					\$ 400.25	
IO M FUND	HS CULTURAL AFFAIRS	13-04797	STAR LEDGER	AD FOR HOLIDAY CRAFT FAIR 2013	\$ 686.22	
	HS PARKS	13-03952	LOU'S LANDSCAPING & DESIGN INC	PAVER REPAIRS (47,180 SF)	\$ 8,500.00	
		13-04150	DIRECT ENVIRONMENTAL CORP.	SOLAR TRASH COMPACTORS	\$ 331,752.00	
		13-04862	JOHN A. EARL CO.	SUPPLIES FOR PARKS	\$ 819.90	
		13-04864	JOHN A. EARL CO.	ICE MELT FOR PARKS	\$ 5,014.80	
		13-04945	CHASAN, LEYNER & LAMPARELLO, PC	SERVICES RENDERED	\$ 4,076.18	
		13-05106	LOU'S LANDSCAPING & DESIGN INC	SNOW REMOVAL PIER A AND C	\$ 16,515.00	
		13-05154	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 400.00	
14-00028	P.S.E.&G. COMPANY	UTIL ELEC - PIER A - DEC 2013	\$ 295.50			
IO M FUND Total					\$ 368,059.60	
IOPENSACE	CD DIRECTOR'S OFFICE	12-04449	THE LANDTEK GROUP, INC.	1600 PARK & HOBOKEN COVE PH 1	\$ 20,919.74	

CITY OF HOBOKEN
CLAIMS LISTING
JANUARY 22, 2014

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IOPENSOURCE Total					\$ 20,919.74
IOPERATING	ADM ABC BOARD	13-00931	STAR LEDGER	ADS FOR ABC BOARD	\$ 319.00
	ADM BUSINESS ADMINISTRATION	13-03660	RBA GROUP ENGINEERS/PLANNERS	REDESIGN WASHINGTON STREET	\$ 15,304.75
		13-04119	REMINGTON & VERNICK ENGINEERS	2013 ROAD RESURFACING	\$ 5,128.00
		13-04779	CRISTL ABSTRACT, LLC	TITLE SEARCHES 2CITYOWNEDPROP	\$ 1,500.00
		13-04821	JACQUELINE VANDERVEER	TOW REIMBURSEMENT	\$ 215.25
		13-04826	BROWN & BROWN METRO INC	NOVEMBER 2013 RMC FEE-JIF	\$ 5,400.00
		13-04827	MASER CONSULTING	FLOOD MITIGATION BLK 31 LOT 2	\$ 5,676.14
		13-05130	FULL HOUSE PRINTING	BUSINESS CARDS FOR THE BA	\$ 175.00
		13-05136	AQUA PRO-TECH LABORATORIES	SOIL TESTING RE: UST REMOVAL	\$ 3,043.75
		13-05137	PREMIER TECHNOLOGY SOLUTIONS	DEC 2013 MONTHLY IT SERVICES	\$ 7,276.25
		13-05129	SHI INTERNATIONAL CORPORATION	REVERSE 911 SYSTEM-BA	\$ 5,000.00
				REVERSE 911 SYSTEM-POLICE	\$ 5,000.00
				REVERSE 911 SYSTEM-FIRE	\$ 5,000.00
		13-05138	GOVCONNECTION, INC.	TONERS	\$ 45.00
		14-00189	BROWN & BROWN METRO INC	DEC 2013 RMC FEE	\$ 5,400.00
		14-00191	LENOX CONSULTING	GRANT CONSULTING SERVICES 2013	\$ 12,000.00
		14-00201	GARDEN STATE MUNI.JOINT INSURA	2014 MEMBER ASSESSMENT	\$ 677,129.00
	ADM CITY COUNCIL	12-02840	ASL PRODUCTIONS LLC	DVD & LIVE STREAM COUNCIL MTG	\$ 600.00
		13-04934	POGGI PRESS	BIND MINUTES 2011 & 2012	\$ 1,170.00
		13-05060	ASL PRODUCTIONS LLC	DVD/LIVE STREAM COUNCIL MTGS	\$ 1,200.00
	ADM CORPORATION COUNSEL	14-00005	NEIL MOSCO	SUBPOENA FEE	\$ 2.00
	ADM FINANCE SUPERVISORS OFF	13-01116	ACACIA FINANCIAL GROUP, INC	FINANCIAL ADVISOR FOR 2013	\$ 15,000.00
		13-04387	PROFESSIONAL GOVERNMENT	Registration Grant Workshop	\$ 90.00
		13-05016	ESTATE OF MARAGRET O'GRADY	PAYROLL RETO PAY	\$ 9,004.00
		13-05207	STATE OF NEW JERSEY	MEMBER SHORTAGE STATEMENT	\$ 183.10
		13-05208	STATE OF NEW JERSEY	MEMBER SHORTAGE STATEMENT	\$ 286.73
		13-05209	AUTOMATIC DATA PROCESSING	PROCESSING CHARGES	\$ 6,367.44
		14-00037	TREASURER, STATE OF NJ	1992 GREEN ACRES DEBT SERVICE	\$ 53,591.16
		14-00040	AUTOMATIC DATA PROCESSING	PROCESSING CHARGES	\$ 584.90
		14-00046	COUNTY OF HUDSON	COUNTY PILOT TAX 5% 4THQTR2013	\$ 89,566.92
		14-00052	PUBLIC EMPLOYEES' RETIREMENT	PENSION LATE ENROLLMENT	\$ 20,934.36
		14-00162	AUTOMATIC DATA PROCESSING	PROCESSING CHARGES	\$ 8,393.98
	ADM MAYOR'S OFFICE	13-03545	GMPC PRINTING	MAYOR'S FALL'2013 NEWSLETTER	\$ 4,485.28
		13-04933	GOVCONNECTION, INC.	BLACK TONER FOR JUAN MELLI	\$ 228.00
	ADM MUNICIPAL COURT	13-04224	GANN LAW BOOKS	SUBSCRIPTION RENEWAL	\$ 118.00
		13-04656	LUIGI PERCONTINO	REIMBURSEMENT OF TRAVEL COST	\$ 248.00
		13-04708	DREW & ROGERS, INC.	BLUE BAR PAPER	\$ 1,789.00
		13-04783	SUPREME SECURITY SYSTEMS INC	PERIODIC SERVICES	\$ 347.25
		13-05160	TANEUM	RIBBONS FOR PRINTERS	\$ 313.00

CITY OF HOBOKEN
CLAIMS LISTING
JANUARY 22, 2014

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
	ADM OEM	13-03327	GENERAL LUMBER CO.	DOORS FOR MIDTOWN GARAGE	\$ 14,400.00
	ADM PURCHASING	13-00587	SHARP ELECTRONICS CORPORATION	LEASE OF COPIERS - ALL DEPT.	\$ 4,669.15
		13-03051	M.G.L. FORMS-SYSTEMS LLC	LASER PURCHASE ORDERS	\$ 757.00
		13-04877	CORNERSTONE RECORDS MGMT.	STORAGE FEES - NOVEMBER 2013	\$ 175.35
		14-00062	GPANJ, INC.	ANNUAL MEMBERSHIP DUES	\$ 200.00
	ADM SPECIAL COUNSEL	13-00125	ESTHER MILSTED ATTORNEY AT LAW	PUBLIC DEFENDER 2013	\$ 1,925.00
		13-00126	PAUL CONDON, ESQ.	PUBLIC DEFENDER - ALTERNATE	\$ 3,025.00
		13-00128	BENJAMIN CHOI, ESQ.	MUNICIPAL PROSECUTOR - 2013	\$ 2,600.00
		13-00129	WEINER & LESNIAK, LLP	SP. LEGAL COUNSEL - LAND USE	\$ 12,262.74
		13-00130	LITE DEPALMA GREENBERG, LLC	SP. LEGAL COUNSEL - RENT CONT.	\$ 13,821.63
		13-00133	WEINER & LESNIAK, LLP	SP LEGAL COUNSEL -LABOR/EMPL	\$ 5,953.37
		13-00139	FLORIO & KENNY LLP	SP LEGAL COUNSEL - LITIGATION	\$ 7,334.14
		13-00145	FORMAN HOLT ELIADES RAVIN &	SP LEGAL COUNSEL - LITIGATION	\$ 8,231.59
		13-00146	VOGEL, CHAIT, COLLINS	SP LEGAL COUNSEL - LITIGATION	\$ 90.00
		13-00764	CHASAN, LEYNER & LAMPARELLO, PC	SP LEGAL COUNSEL-GEN. & OUTS	\$ 2,827.83
		13-01112	FLORIO & KENNY LLP	SP COUNSEL - RENT LEVELING	\$ 1,470.00
		13-04642	N.J. LAW JOURNAL	NJ LOCAL GOV. DESKBOOK 2014	\$ 649.80
		13-05185	LAWYERS DIARY AND MANUAL	NJ LAWYERS DIARY 2014	\$ 102.00
		14-00171	THE PMA INSURANCE GROUP	INSURANCE DEDUCTIBLE DEC 2013	\$ 6,227.45
		14-00127	NJ LAWYERS FUND	ATTORNEY FEE-MELLISSA LONGO	\$ 223.00
	ADM TAX ASSESSOR	13-00142	VINCENT J. LAPAGLIA	SP LEGAL COUNSEL - TAX APPEALS	\$ 12,779.00
		13-00211	APPRAISAL SYSTEMS, INC.	REAL ESTATE APPRAISAL SERVICE	\$ 17,717.00
	ADM TAX COLLECTOR	14-00102	MICHAEL R SIERKO &	REFUND STATE TAX COURT JUDGMNT	\$ 7,655.11
		14-00103	DOVENMUEHLE MORTGAGE	REFUND TAX OVERPAYMENTS	\$ 3,416.43
		14-00104	SUNTRUST MORTGAGE	REFUND TAX OVERPAYMENTS	\$ 1,501.89
		14-00106	CITI MORTGAGE	REFUND TAX OVERPAYMENTS	\$ 1,323.24
		14-00107	PEDRO & KRISTINA ALVES	REFUND TAX OVERPAYMENTS	\$ 2,648.12
		14-00108	JOSHUA R. PHILLIPS	HUDSON COUNTY TAX APPEALS	\$ 3,819.20
		14-00109	WELLS FARGO HOME MORTGAGE	HUDSON COUNTY TAX APPEAL	\$ 934.79
		14-00177	PONTE EQUITIES, INC.	REFUND TAX OVERPAYMENTS	\$ 635.60
		14-00178	ADAM D COHEN	REFUND TAX OVERPAYMENTS	\$ 3,660.49
		14-00179	JOSEPH FRICK JR & AMY E BROOK	REFUND TAX OVERPAYMENTS	\$ 167.93
		14-00180	ANDREW & LIANA MOSS	REFUND TAX OVERPAYMENTS	\$ 3,598.50
		14-00181	MARK JONES	REFUND TAX OVERPAYMENTS	\$ 2,483.57
		14-00182	JOHN O'BRIEN	REFUND TAX OVERPAYMENTS	\$ 2,870.75
	ADM/CITY CLERK	13-04948	METROPOLITAN COFFEE SERVICE	OFFICE SUPPLIES	\$ 85.90
		14-00121	NORTH JERSEY MEDIA GROUP	LEGAL ADS FOR DECEMBER 2013	\$ 1,519.46
	ADM/CONSTRUCTION CODE	12-03994	THOMAS VALEO	HURRICANE SANDY HELP	\$ 420.00
		13-02823	DREW & ROGERS, INC.	PERMIT APPLICATIONS	\$ 840.00
		13-05127	RIVERFRONT CAR WASH	full service car wash	\$ 18.00

CITY OF HOBOKEN
CLAIMS LISTING
JANUARY 22, 2014

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
	ADM/CONSTRUCTION CODE	14-00174	PATRUNO, MARIO	REIMBURSEMENT	\$ 40.30
	ADM/PERSONNEL	13-04193	CONCORDE, INC.	PRE-EMPLOYMENT DRUG TESTING	\$ 647.40
	CD DIRECTOR'S OFFICE	12-03381	SHIRLEY M. BISHOP, P.P.,LLC	PRO. SERVICE - COAH PLANNER	\$ 200.00
		13-00132	MARAZITI, FALCON & HEALEY	SP LEGAL COUNSEL-REDEVELOPMENT	\$ 11,100.54
		13-00137	THE BUZAK LAW GROUP LLC	SP LEGAL COUNSEL - LAND USE	\$ 35,434.00
		13-03193	PRINCETON HYDRO LLC	RISK COMPLIANCE ON PIERS/WATER	\$ 4,284.00
		13-05110	MASER CONSULTING	REHABILITATION STUDY BLOCK 74	\$ 145.00
	CD MLUL PLANNING BOARD	13-04922	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$ 217.50
		13-04924	MASER CONSULTING	PROFESSIONAL SERVICES	\$ 2,562.50
		13-04927	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$ 6,996.70
		13-04939	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$ 5,049.62
		13-04974	MASER CONSULTING	PROFESSIONAL SERVICES	\$ 1,673.75
		13-05050	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$ 725.00
		13-05098	JERSEY JOURNAL	LEGAL ADVERTISEMENT	\$ 117.23
		13-05152	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$ 7,981.17
		13-05186	PHYLLIS T. LEWIS	PROFESSIONAL SERVICES	\$ 186.00
	CD MLUL ZONING BD OF ADJ	13-04921	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$ 2,465.00
		13-04923	THE GALVIN LAW FIRM	PROFESSIONAL SERCIVES	\$ 1,976.76
		13-04975	JERSEY JOURNAL	LEGAL ADVERTISEMENT	\$ 73.66
		13-05049	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$ 1,921.25
		13-05067	BEATTIE PADOVANO, LLC	PROFESSIONAL SERVICES	\$ 900.00
		13-05156	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$ 468.00
	ES CENTRAL GARAGE	13-03220	BUY WISE AUTO PARTS	CG/POLICE VEHICLE PARTS	\$ 85.30
		13-03306	BUY WISE AUTO PARTS	CENTRAL GARAGE/PD VEHICLES	\$ 103.81
		13-03307	BUY WISE AUTO PARTS	CENTRAL GARAGE VEHICLES	\$ 500.01
		13-04007	BUY WISE AUTO PARTS	CG VEHICLE PARTS	\$ 150.36
		13-04341	BUY WISE AUTO PARTS	CENTRAL GARAGE/PD AUTO PARTS	\$ 121.21
		13-04561	W.E. TIMMERMAN CO., INC.	CENTRAL GARAGE-SWEEPER PARTS	\$ 464.89
		13-04731	BEYER BROTHERS CORP.	CENTRAL GARAGE VEHICLE PARTS	\$ 260.09
		13-04890	BORTEK INDUSTRIES, INC.	CENTRAL GARAGE/CUSHMAN PARTS	\$ 67.41
		13-04895	DAVE'S AUTO REPAIR	CENTRAL GARAGE/PD REPAIRS	\$ 100.00
		13-04896	SPOHRER AIR COMPRESSOR SERVICE	CENTRAL GARAGE-AIR COMPRESSORS	\$ 631.25
		13-05045	CITY PAINT AND HARDWARE	CG MISC. SUPPLIES-NOV. 2013	\$ 29.04
		13-05056	JASPER ENGINE & TRANSMISSION	CENTRAL GARAGE VEHICLE REPAIR	\$ 4,158.00
		13-05124	ROBBINS & FRANKE, INC.	ALIGNMENTS - CG/POLICE	\$ 120.00
		13-05126	BEYER BROTHERS CORP.	SANITATION PARTS/REPAIRS	\$ 978.60
		13-05133	CHEVROLET OF JERSEY CITY	CG/POLICE VEHICLE PARTS	\$ 122.70
		13-05158	QUALITY AUTOMALL	CENTRAL GARAGE VEHICLE PARTS	\$ 299.18
	ES PUBLIC PROPERTY	13-03823	NESTLE WATERS INC	WATER FILTERS & INSTALLATION	\$ 191.92
		13-03851	HOBOKEN GLASS COMPANY	WINDOWS CITY CLERK OFFICE CH	\$ 8,635.00

CITY OF HOBOKEN
CLAIMS LISTING
JANUARY 22, 2014

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
	ES PUBLIC PROPERTY	13-03926	HOBOKEN GLASS COMPANY	NEW WINDOW OEM OFFICE C.H.	\$ 1,335.00
		13-04143	JOHN A. EARL CO.	FLOOR STRIPPER BUILDINGS	\$ 192.98
		13-04473	JOHN A. EARL CO.	PAPER SUPPLIES CENTRAL GARAGE	\$ 296.92
		13-04638	TERMINIX	PEST CONTROL CALL 13TH ST. FD	\$ 50.00
		13-04757	Z'S IRON WORKS	WELDED BARS FOR CENTRAL GAR.	\$ 160.00
		13-04765	TERMINIX	PEST CONTROL MULTI CENTER	\$ 65.00
		13-04866	TERMINIX	PEST CONTROL FIRE HEADQUARTERS	\$ 304.00
		13-05055	STATE CHEMICAL MFG.	CLEANING SUPPLIES CENTRAL GAR.	\$ 1,269.06
		13-05077	COOPER PEST SOLUTIONS, INC.	General Maintenance	\$ 87.50
		13-05095	FCA LIGHTING	ELECTRICAL INSTALLATION C.H.	\$ 525.00
		13-05097	QUALITY PLUMBING & HEATING	NEW WATER HEATER CITY HALL	\$ 3,700.00
		13-05099	DEPENDABLE PLUMBING &	REPAIR STEAM PIPE CITY HALL	\$ 1,795.00
		13-05101	HADDAD PLUMBING & HEATING, INC	SERVICE CALL CITY HALL	\$ 130.00
		13-05145	FCA LIGHTING	ELECTRICAL REPAIR RADIO RM.PD	\$ 225.00
		13-05164	COOPER PEST SOLUTIONS, INC.	General Maintenance	\$ 87.50
		13-05181	QUALITY PLUMBING & HEATING	HPU Mens' Room	\$ 250.00
		13-05182	QUALITY PLUMBING & HEATING	Repaired Leak @ City Hall	\$ 525.00
		13-05184	METRO FIRE & COMMUNICATIONS	Service Call on 12/03/13	\$ 378.00
	ES ROADS	13-03178	TRIOUS, INC.	SNOW PLOW	\$ 17,606.00
		13-03780	CLIFFSIDE BODY CORP.	PARTS FOR SNOW PLOW	\$ 1,029.17
		13-04065	REUTHER MATERIALS	BARRIERS CENTRAL GARAGE	\$ 1,325.00
		13-04320	CLIFFSIDE BODY CORP.	PARTS/SNOW EQUIPMENT	\$ 674.13
		13-04977	ONE CALL CONCEPTS, INC.	MARK OUTS CITY STREETS	\$ 164.16
		13-05144	A & K EQUIPMENT COMPANY INC.	PARTS SNOW PLOWS	\$ 3,148.00
		13-05147	CARGILL, INC.	SALT DELIVERY DECEMBER 2013	\$ 12,585.36
	ES SOLID WASTE	13-05071	T. FARESE & SONS, INC.	Disp. Charge- 1116 Madison St.	\$ 694.18
	HS BD OF HEALTH	13-02261	FULL HOUSE PRINTING	PRINTING	\$ 575.00
		13-03270	WIDMER TIME RECORDER CO.	SERVICE CONTRACT	\$ 160.00
		13-04504	M.G.L. FORMS-SYSTEMS LLC	DOG TAGS/RABIES TAGS	\$ 1,046.00
		13-04785	TUDER, MICHAEL DR.	VET. SERVICES RABIES CLINIC	\$ 700.00
		13-05065	GOVCONNECTION, INC.	USB ADAPTER-N.TARANTINO,HEALTH	\$ 20.00
		13-05073	TUDER, MICHAEL DR.	SYRINGES FOR RABIES CLINIC	\$ 90.00
		13-05193	M.G.L. FORMS-SYSTEMS LLC	BIRTH/DEATH CERTIFICATES	\$ 360.00
	HS DIRECTOR'S OFFICE	13-04032	TRI-SEASON LANDSCAPING AND	2013 TREE PLANTING PROJECT	\$ 15,000.00
		13-05142	GOVCONNECTION, INC.	PC FOR CENTRAL GARAGE	\$ 505.00
	HS PARKS	13-04791	MATERA'S NURSERY	MISC. PARKS EQUIPMENT/REPAIRS	\$ 358.55
		13-04798	MATERA'S NURSERY	PLANTS/MULCH	\$ 737.00
		13-04807	HOBOKEN LOCK & SUPPLY	KEYS	\$ 13.50
		13-05031	QUALITY PLUMBING & HEATING	REPLACE BACKFLOW DEVICE	\$ 2,100.00
		13-05032	MAIK INC	WINTERIZING	\$ 1,400.00

CITY OF HOBOKEN
CLAIMS LISTING
JANUARY 22, 2014

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
	HS PARKS	13-05087	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 650.00
		13-05154	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 200.00
		13-05159	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 728.16
		14-00030	P.S.E.&G. COMPANY	ELECTRICITY - 1600 WILLOW AVE	\$ 285.64
		13-05081	GRO RITE LANDSCAPE SERVICES	MAINTENANCE FOR NOV 2013	\$ 250.00
	HS RENT LEVELING/STABILIZATION	13-04579	STEVEN MATOVSKI	REIMBURSE NOT RENT CONTROL	\$ 60.00
	HS SENIOR CITIZEN PROGRAM	13-03630	L & L VAN LINES, LLC	MOVING OF REFRIGERATION UNITS	\$ 575.00
		13-05086	RIVERFRONT CAR WASH	FULL SERVICE CAR WASHES	\$ 12.00
		13-05177	MARIO'S CLASSIC PIZZA	FOOD FOR SENIOR CITIZEN BINGO	\$ 123.05
	PS FIRE	13-03104	PINNACLE WIRELESS USA INC	CAR RADIOS DAMAGED IN SANDY	\$ 4,948.76
		13-03936	MOTOROLA NORTHERN DIVISION	MOBILE RADIO AND INSTALLATION	\$ 1,303.12
		13-04651	TURNOUT FIRE & SAFETY, INC.	HAT BADGE	\$ 56.00
		13-04949	FIRE FIGHTERS EQUIPMENT CO.	SCBA REPAIRS	\$ 1,360.09
		13-04956	BUY WISE AUTO PARTS	E2/E3	\$ 212.99
		13-04957	FIRE FIGHTERS EQUIPMENT CO.	SCBA REPAIRS	\$ 1,459.56
		13-04959	HUDSON TIRE EXCHANGE	TRUCK 1 TIRES	\$ 3,821.54
		13-05171	SHORE SOFTWARE	ONLINE BACKUP	\$ 69.95
		13-05200	LOMBARDY DOOR SALES	REPAIR TO OVERHEAD DOOR	\$ 1,475.00
	PS POLICE	12-03127	EAGLE POINT GUN SHOP	QUALIFICATION AMMUNITION	\$ 3,659.20
		12-04535	EAGLE POINT GUN SHOP	POLICE HANDGUN AMMUNITION	\$ 9,722.20
		12-04558	CONCENTRA MEDICAL CENTER	FFD PHYSICAL EXAMINATION	\$ 192.00
		13-02792	WEST GROUP - THOMSON REUTERS	WEST INFO CHARGES 5/4/13	\$ 124.86
		13-04802	GOLD TYPE BUSINESS MACHINE	MONITORING SYSTEM	\$ 3,541.42
		13-04835	GOLD TYPE BUSINESS MACHINE	DB COMPUTER	\$ 1,225.00
		13-04836	MOTOROLA NORTHERN DIVISION	HT1000 BATTERIES	\$ 2,700.00
		13-05061	THE TROPHY KING INC	ENGRAVED PLAQUE FOR NNO	\$ 47.50
		13-05062	THE TROPHY KING INC	DEDICATION PLAQUES	\$ 300.00
		13-05063	STATE TOXICOLOGY LABORATORY	DRUG TESTING	\$ 315.00
		13-05064	OMNIGLOW LLC FIRST DATA	TRAFFIC GLOW STICKS	\$ 2,728.00
		13-05108	RIVERFRONT CAR WASH	OCT-NOV BILL	\$ 755.00
		14-00029	VERIZON WIRELESS SERVICES LLC	LAPTOP WIRELESS SVC PD 12/13	\$ 760.41
		14-00045	CABLEVISION	PHONE & INTERNET JAN 14	\$ 789.16
		14-00164	P.S.E.&G. COMPANY	HPD TEMP - JANUARY 2014	\$ 1,325.80
	UNCLASSIFIED ELECTRICITY	14-00042	GREEN MOUNTAIN ENERGY	ELECTRIC UTILITY - DEC 2013	\$ 31,724.16
		14-00188	P.S.E.&G. COMPANY	RIVER ST & 2ND TRAFFIC LIGHT	\$ 16.23
	UNCLASSIFIED POSTAGE	14-00047	U.S.P.S (POSTAGE BY PHONE)	REPLENISH POSTAGE FOR MAILROOM	\$ 15,000.00
	UNCLASSIFIED STREET LIGHTING	14-00041	GREEN MOUNTAIN ENERGY	STREET LIGHTING - DEC 2013	\$ 12,177.06
	UNCLASSIFIED TELEPHONE	14-00026	VERIZON WIRELESS	CELL SERVICES 11-12/13	\$ 7,662.18
		14-00031	COOPERATIVE COMMUNICATIONS,INC	LD/TOLL SERVICE 1/14	\$ 755.06
		14-00034	CANON FINANCIAL SERVICES, INC.	FAX MACHINE EQUIP/MAINT.	\$ 1,088.52

CITY OF HOBOKEN
CLAIMS LISTING
JANUARY 22, 2014

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IOPERATING	UNCLASSIFIED TELEPHONE	14-00039	CABLEVISION LIGHTPATH, INC.	INTERNET SERVICE 12/13	\$ 4,064.98
	UNCLASSIFIED WATER & SEWERAGE	14-00027	HOBOKEN WATER SERVICE	WATER UTILITIES 2013	\$ 2,603.17
	UNCLASSIFIED INSURANCE	14-00196	PART D ADVISORS, INC.	CLAIMS RECOVERY	\$ 9,798.18
		14-00198	VISION SERVICE PLAN, INC.	SERVICES FOR JANUARY 2014	\$ 10,005.80
		14-00199	THE PMA INSURANCE GROUP	WC FOR DECEMBER 2013	\$ 11,191.05
		14-00200	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH INSURANCE-JAN&FEB 2014	\$ 3,009,998.21
		14-00202	BLUE CROSS-BLUE SHIELD OF NJ (D)	DENTAL INSURANCE FOR JAN&FEB 2014	\$ 86,057.43
	ADM PERSONNEL/BENEFITS	14-00197	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE DECEMBER 2013	\$ 17,212.04
IOPERATING Total					\$ 4,562,136.93
IPARK UTILITY	ADM PARKING UTILITY	13-03250	BUY WISE AUTO PARTS	HPU VEHICLE PARTS	\$ 8.89
		13-03970	NOEL PORFIRIS	Refund Midtown Garage	\$ 35.00
		13-04047	SIEMENS INDUSTRY, INC.	FIRE SERVICE AGREEMENT	\$ 1,796.00
		13-04452	DAVE'S AUTO REPAIR	HOP PARTS/REPAIR	\$ 449.73
		13-04550	BUY WISE AUTO PARTS	HPU VEHICLE PARTS	\$ 532.11
		13-04554	AMANO McGANN, INC.	GARAGE G SUPPLIES/FLEXCARDS	\$ 878.60
		13-04589	CORY DE VILLIERS	REFUND GARAGE B	\$ 470.00
		13-04723	W.B. MASON CO., INC.	HPU OFFICE SUPPLIES	\$ 1,002.00
		13-04724	BUY WISE AUTO PARTS	HPU/HOP SHUTTLE PARTS	\$ 264.02
		13-04725	RYDIN DECAL	PARKING PERMITS (DECALS)	\$ 1,592.65
		13-04879	METROPOLITAN COFFEE SERVICE	COFFEE & SUPPLIES	\$ 109.95
		13-04880	CONCEPT PRINTING INC.	NO PARKING SIGNS	\$ 3,600.00
		13-04881	PROPARK AMERICA NEW YORK	PROF. MANAGMENT FEE - 12/13	\$ 39,508.33
		13-04882	ACADEMY EXPRESS LLC	BUS CHARTER - 11/22/13	\$ 325.00
		13-04885	PROPARK AMERICA NEW YORK	REIMBURSEABLE EXPENSE - 9/13	\$ 10,872.82
		13-04909	JANTEK ELECTRONICS, INC.	SPARE KEY/JHPIKE HAND READER	\$ 52.00
		13-04971	OFFICE DEPOT	LAMINATIONS	\$ 97.30
		13-05033	UNIVERSAL MAILING SERVICE	RESIDENT RENEWAL MAILER	\$ 1,861.73
		13-05038	HOBOKEN LOCK & SUPPLY	LOCK/KEY SERVICES	\$ 15.00
		13-05039	UNITRONICS SYSTEMS, INC.	SUPPORT FEES/916 GARDEN ST.	\$ 11,500.00
		13-05041	CORNERSTONE RECORDS MGMT.	FILE STORAGE - DECEMBER 2013	\$ 157.52
		13-05043	CITY PAINT AND HARDWARE	MISC. SUPPLIES/NOVEMBER 2013	\$ 1,732.00
		13-05044	WEINER & LESNIAK, LLP	PROF. SERVICES - NOVEMBER 2013	\$ 1,335.40
		13-05047	Z'S IRON WORKS	MIDTOWN GARAGE STEEL WORK	\$ 2,940.00
		13-05051	TULPEHOCKEN SPRING WATER CO.	WATER COOLER BOTTLES	\$ 36.00
		13-05053	AMANO McGANN, INC.	PAYSTATION SUPPLIES-GARAGES	\$ 531.60
		13-05054	G & F ENTERPRISE	HPU UNIFORMS & ACCESSORIES	\$ 2,738.98
13-05057	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE - 11/13	\$ 112.50		
13-05115	JAMES TRICARICO	TUITION REIMBURSEMENT	\$ 2,047.00		
13-05116	CORNERSTONE RECORDS MGMT.	HPU FILE STORAGE - SEPT. 2013	\$ 157.52		
13-05119	RIVERFRONT CAR WASH	CAR/VAN WASHING SERVICES	\$ 92.00		

CITY OF HOBOKEN
CLAIMS LISTING
JANUARY 22, 2014

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
		13-05122	FCA LIGHTING	GARAGE B HEATER	\$ 172.00
		13-05134	ORCHARD HOLDINGS, LLC	SIGNAL & TRAFFIC REPAIRS	\$ 2,619.94
		13-05135	METROPOLITAN COFFEE SERVICE	COFFEE & SUPPLIES	\$ 133.95
		13-05143	ADVANCED DOOR SALES, INC.	MIDTOWN GARAGE DOOR REPAIRS	\$ 370.00
		13-05146	ADAMO BROTHERS CONSTRUCTION	MIDTOWN GARAGE CONSTRUCTION	\$ 1,425.00
		13-05197	GRECCO & SON TRANSPORT LLC.	VEHICLE WARRANTY	\$ 4,500.00
		13-05198	MANALAPAN FIRE RESCUE, INC.	HPU VEHICLE PURCHASE	\$ 13,500.00
		14-00043	P.S.E.&G. COMPANY	MIDTOWN GARAGE UTILITY - 12/13	\$ 1,866.58
		14-00044	VERIZON	TELEPHONE - DECEMBER, 2013	\$ 2,466.35
		14-00050	EXXONMOBIL FLEET/GECC	FUEL PURCHASES - DEC. 2013	\$ 1,401.37
		14-00051	PURCHASE POWER	POSTAGE BY PHONE - 12/13	\$ 710.19
	ES CENTRAL GARAGE	14-00006	MOTOR VEHICLE COMMISSION	VEHICLE REGISTRATION	\$ 60.00
IPARK UTILITY Total					\$ 116,077.03
ITRUST	ADM/CONSTRUCTION CODE	14-00048	TREASURER, STATE OF NEW JERSEY	4th qtr State Training Fees	\$ 20,531.00
	HS CULTURAL AFFAIRS	13-01099	CBS OUTDOOR	BILLBOARD ADVERTISING	\$ 600.00
		13-04091	THIS IS IT!	STAGE RENTAL - FALL FESTIVAL	\$ 2,300.00
		13-04400	STAR LEDGER	ADVERTISEMENT - STUDIO TOUR	\$ 343.11
		13-04597	NORTH JERSEY MEDIA GROUP	AD-ARTISTS STUDIO TOUR	\$ 217.92
		13-04789	NORTH JERSEY MEDIA GROUP	AD - HOLIDAY CRAFT FAIR 2013	\$ 400.00
		13-04799	JENNIFER EVANS	SERVICES RENDERED- STUDIO TOUR	\$ 35.00
		13-04800	CONTENT PARTY RENTALS	STAGE-TREE LIGHTING CEREMONY	\$ 665.00
		13-04801	NEW YORK TIMES	AD HOLIDAY CRAFT FAIR	\$ 705.84
		13-04822	NORTH JERSEY MEDIA GROUP	AD IN BERGEN RECORD	\$ 400.00
		13-04942	ALL STAR RENTALS, INC.	TABLE/CHAIR RENTAL CRAFT FAIR	\$ 209.50
		13-04972	HUDSON REPORTER ASSOC LP	AD-ARTIST'S STUDIO TOUR	\$ 424.00
		13-04991	RON ALBANESE	PERFORMANCE-TREE LIGHTING CER.	\$ 250.00
		13-05174	GMPC PRINTING	POSTCARDS/POSTERS-ARTISTS TOUR	\$ 1,220.41
		13-05175	JENNIFER EVANS	EVENT ASSISTANCE	\$ 77.00
		13-04376	THE FUZZY LEMONS	40 MINUTE PERFORMANCE	\$ 500.00
	HS PARKS	13-04481	APOLLO FLAG	FIBERGLASS FLAGPOLE - SINATRA DRIVE	\$ 3,495.00
		14-00176	LOU'S LANDSCAPING & DESIGN INC	SNOW REMOVAL PIER A AND C	\$ 36,460.00
	HS RECREATION	13-04963	NORTHERN COUNTIES SOCCER ASSOC	SOCCER FEES	\$ 721.37
	SHADE TREE COMMISSION	13-04968	JOHN & JANE MYLAN	REFUND SHADE TREE	\$ 100.00
	UNCLASSIFIED ELECTRICITY	14-00190	P.S.E.&G. COMPANY	JANUARY 2014 - PIER C	\$ 311.87
ITRUST Total					\$ 69,967.02
ITRUST REC FEES	HS CULTURAL AFFAIRS	13-05191	NORA MARTINEZ	ART IN THE PARK INSTRUCTOR	\$ 5,400.00
	HS RECREATION	13-05089	DEREK PICCINI	SERVICES RENDERED REFEREE	\$ 510.00
		13-05104	TWIN COUNTRY JUNIOR WRESTLING	ANNUAL LEAGUE MEMBERSHIP FEE	\$ 650.00
ITRUST REC FEES Total					\$ 6,560.00
IFEDERAL	COMMUNITY DEVELOPMENT	14-00168	HOBOKEN FAMILY PLANNING, INC.	CDBG PORTION - JULY-NOV 2013	\$ 9,585.00

CITY OF HOBOKEN
 CLAIMS LISTING
 JANUARY 22, 2014

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IFEDERAL	COMMUNITY DEVELOPMENT	14-00169	HOPES INC.	CDBG PORTION-OPERATIONAL EXPENSES	\$ 7,921.84
		14-00184	HOBOKEN FAMILY PLANNING, INC.	CDBG PORTION - DECEMBER 2013	\$ 1,917.00
	HS MUNICIPAL ALLIANCE	13-05155	A-PLUS GRAPHIC SCREEN PRINTING	T-SHIRTS FOR HHS SUB ABUSE PROG.	\$ 4,401.00
IFEDERAL Total					\$ 23,824.84
Grand Total					\$ 5,498,758.05

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:

19-Dec-13	TO	01-Jan-14	Paydate	1/8/2014	
<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	9,924.79	0.00	0.00	9,924.79
MAYOR'S OFFICE	3-01-20-110	10,325.95	0.00	0.00	10,325.95
CITY COUNCIL	3-01-20-111	7,610.18	0.00	0.00	7,610.18
Medical Waiver		0.00	0.00	1,125.00	1,125.00
BUS ADMINISTRATOR	3-01-20-112	16,404.19	0.00	0.00	16,404.19
Medical Waiver		0.00	0.00	1,125.00	1,125.00
ABC BOARD	3-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	3-01-20-114	6,443.81	0.00	0.00	6,443.81
Medical Waiver		0.00	0.00	1,125.00	1,125.00
GRANTS MANAGEMENT	3-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	3-01-20-120	16,922.40	918.69	0.00	17,841.09
Medical Waiver		0.00	0.00	750.00	750.00
ELECTIONS	3-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	3-01-20-130	21,854.51	0.00	0.00	21,854.51
Medical Waiver		0.00	0.00	750.00	750.00
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	9,394.97	0.00	0.00	9,394.97
Medical Waiver		0.00	0.00	2,250.00	2,250.00
ASSESSOR'S OFFICE	3-01-20-150	15,745.40	0.00	0.00	15,745.40
CORPORATE COUNSEL	3-01-20-155	12,101.64	0.00	0.00	12,101.64
COMMUNITY DEVELOPMENT	3-01-20-160	6,626.28	0.00	0.00	6,626.28
PLANNING BOARD	3-01-21-180	2,063.73	348.87	0.00	2,412.60
ZONING OFFICER	3-01-21-186	7,281.10	0.00	0.00	7,281.10
HOUSING INSPECTION	3-01-21-187	6,621.81	445.50	0.00	7,067.31
CONSTRUCTION CODE	3-01-22-195	23,284.48	253.47	0.00	23,537.95
POLICE DIVISION	3-01-25-241-011	518,671.94	4,112.59	0.00	522,784.53
POLICE CIVILIAN	3-01-25-241-016	31065.71	2,720.52	0.00	33,786.23
POLICE DIVISION CL CLASS II	3-01-25-241-015	5,340.00	0.00	0.00	5,340.00
POLICE-COURT TIME		0.00	0.00	59,458.45	59,458.45
POLICE-STIPEND		0.00	0.00	2,066.40	2,066.40
WORKERS COMP		0.00	0.00	3,660.59	3,660.59
Medical Waiver		0.00	0.00	1,125.00	1,125.00
CROSSING GUARDS	3-01-25-241-012	5,261.15	0.00	0.00	5,261.15
EMERGENCY MANAGEMENT	3-01-25-252	14,503.92	193.02	0.00	14,696.94

<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	447,400.57	69,999.62	0.00	517,400.19
Fire - Straight Time (Differential)		0.00	0.00	326.40	326.40
FIRE CIVILIAN	3-01-25-266-016	20,809.42	64.68	0.00	20,874.10
Medical Waiver		0.00	0.00	750.00	750.00
STREETS AND ROADS	3-01-26-291-011	18,284.26	521.70	0.00	18,805.96
Stipend		0.00	0.00	90.00	90.00
ENV SRVCS DIR OFFICE	3-01-26-290	7,041.08	0.00	0.00	7,041.08
RECREATION SEASONAL EMP	3-0128370016	939.00	0.00	0.00	939.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
CENTRAL GARAGE	3-01-26-301	5,761.99	1,037.04	0.00	6,799.03
SANITATION	3-01-26-305	23,386.18	5,149.28	0.00	28,535.46
LICENSING DIVISION	3-31-55-501-101	1,486.18	0.00	0.00	1,486.18
HUMAN SRVCS DIR OFFICE	3-01-27-330	7,292.63	0.00	0.00	7,292.63
BOARD OF HEALTH	3-01-27-332	20,885.97	0.00	0.00	20,885.97
CONSTITUENT SRCS	3-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	3-01-27-336	14,663.06	0.00	0.00	14,663.06
RENT STABILIZATION	3-01-27-347	10,781.89	0.00	0.00	10,781.89
TRANSPORTATION	3-01-27-348	0.00	0.00	0.00	0.00
RECREATION	3-01-28-370	9,836.75	0.00	0.00	9,836.75
PARKS	3-01-28-375	13,500.31	0.00	0.00	13,500.31
PUBLIC PROPERTY	3-01-28-377	25,883.05	2,133.15	0.00	28,016.20
STIPEND		0.00	0.00	192.31	192.31
Works Comp		0.00	0.00	1,232.84	1,232.84
O & M TRUST	T-24-20-700-020	5,872.14	0.00	0.00	5,872.14
MUNICIPAL COURT	3-01-43-490	35,997.34	0.00	0.00	35,997.34
PARKING UTILITY	3-31-55-501-101	129,390.41	7,526.92	826.38	137,743.71
Medical Waiver		0.00	0.00	750.00	750.00
MUN COURT OVERTIME	T-0340000-037	0.00	648.10	0.00	648.10
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 PAL	T-03-40-000-004	0.00	0.00	0.00	0.00
Tennis Clinic	T-03-04-000-110	0.00	0.00	0.00	0.00
CULTURAL AFFAIRS AFFAIRS	3-01-271-760-11	3,280.56	0.00	0.00	3,280.56
SALARY ADJUSTMENT	3-01-36-478-000	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-44-701-389 DWI	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	47,936.00	47,936.00
HLTH INS EMP WAIV COMP	3-01-30-400-WVR	0.00	0.00	0.00	0.00
Snow Removal	3-01-26-291-01	0.00	0.00	0.00	0.00
GRAND TOTAL		1,549,940.75	96,073.15	125,696.29	1,771,710.19
					1,771,710.19

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:

07-Jan-14	TO	07-Jan-14	Paydate	1/9/2014	
<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	4-01-20-105	0.00	0.00	0.00	0.00
MAYOR'S OFFICE	4-01-20-110	0.00	0.00	0.00	0.00
CITY COUNCIL	4-01-20-111	0.00	0.00	0.00	0.00
BUS ADMINISTRATOR	4-01-20-112	0.00	0.00	0.00	0.00
ABC BOARD	4-01-20-113	0.00	0.00	0.00	0.00
PURCHASING	4-01-20-114	0.00	0.00	0.00	0.00
GRANTS MANAGEMENT	4-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	4-01-20-120	0.00	0.00	0.00	0.00
ELECTIONS	4-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	4-01-20-130	0.00	0.00	0.00	0.00
ACCOUNTS/CONTROL	4-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	4-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	4-01-20-145	0.00	0.00	0.00	0.00
ASSESSOR'S OFFICE	4-01-20-150	0.00	0.00	0.00	0.00
CORPORATE COUNSEL	4-01-20-155	0.00	0.00	0.00	0.00
COMMUNITY DEVELOPMENT	4-01-20-160	0.00	0.00	0.00	0.00
PLANNING BOARD	4-01-21-180	0.00	0.00	0.00	0.00
ZONING OFFICER	4-01-21-186	0.00	0.00	0.00	0.00
HOUSING INSPECTION	4-01-21-187	0.00	0.00	0.00	0.00
CONSTRUCTION CODE	4-01-22-195	0.00	0.00	0.00	0.00
POLICE DIVISION	4-01-25-241-011	0.00	0.00	0.00	0.00
POLICE CIVILIAN	4-01-25-241-016	0.00	0.00	0.00	0.00
POLICE DIVISION CL CLASS II	4-01-25-241-015	0.00	0.00	0.00	0.00
WORKERS COMP		0.00	0.00	0.00	0.00
CROSSING GUARDS	4-01-25-241-012	0.00	0.00	0.00	0.00
EMERGENCY MANAGEMENT	4-01-25-252	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	4-01-25-266	0.00	0.00	760,781.76	760,781.76
Fire - Straight Time (Differential)		0.00	0.00	0.00	0.00
FIRE CIVILIAN	4-01-25-266-016	0.00	0.00	0.00	0.00
STREETS AND ROADS	4-01-26-291-011	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	4-01-26-290	0.00	0.00	0.00	0.00
RECREATION SEASONAL EMP STRAIGHT TIME PD TO REC EMPLOYEES	4-0128370016	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
CENTRAL GARAGE	4-01-26-301	0.00	0.00	0.00	0.00
SANITATION	4-01-26-305	0.00	0.00	0.00	0.00
LICENSING DIVISION	4-31-55-501-101	0.00	0.00	0.00	0.00
HUMAN SRVCS DIR OFFICE	4-01-27-330	0.00	0.00	0.00	0.00
BOARD OF HEALTH	4-01-27-332	0.00	0.00	0.00	0.00
CONSTITUENT SRCS	4-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	4-01-27-336	0.00	0.00	0.00	0.00
RENT STABILIZATION	4-01-27-347	0.00	0.00	0.00	0.00
TRANSPORTATION	4-01-27-348	0.00	0.00	0.00	0.00
RECREATION	4-01-28-370	0.00	0.00	0.00	0.00
PARKS	4-01-28-375	0.00	0.00	0.00	0.00
PUBLIC PROPERTY STIPEND Works Comp	4-01-28-377	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 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	4-01-43-490	0.00	0.00	0.00	0.00
PARKING UTILITY	4-31-55-501-101	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	T-0440000-037	0.00	0.00	0.00	0.00
TRUST - RECREATION ADULT PROG STRAIGHT TIME PD TO REC EMPLOYEES	T-04-40-000-108	0.00 0.00	0.00 0.00	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 STRAIGHT TIME PD TO SR CIT EMPLOYEE	G-02-41-200-PAL	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00

INTRODUCED BY: _____

SECONDED BY: _____

CITY COUNCIL OF THE CITY OF HOBOKEN
RESOLUTION NO.: ____

**CONSENTING TO THE APPOINTMENT OF SOLOMON
STEPLIGHT AS THE DIRECTOR OF FINANCE TO THE CITY OF
HOBOKEN FOR THE TERM OF THE MAYOR**

WHEREAS, Hoboken City Code § 5-5 allows the Mayor to appoint the Director of Finance, upon advise and consent of the City Council; and

WHEREAS, the Mayor has appointed Solomon Steplight to the position of Director of Finance, and hereby requests the consent of the City Council based on Mr. Steplight's qualifications; and

WHEREAS, the term of appointment is for the term of the Mayor, or until a successor is qualified and appointed; and

WHEREAS, the City Council agrees with the Mayor's appointment of Solomon Steplight as Director of Finance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby consents to and authorizes the appointment of Solomon Steplight as Director of Finance for the City of Hoboken, for the term of the Mayor or until a successor is qualified and appointed, pursuant to §5-5 of the Code of the City of Hoboken; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Mayor expeditiously.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Melissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

INTRODUCED BY: _____
SECONDED BY: _____

CITY COUNCIL OF THE CITY OF HOBOKEN
RESOLUTION NO.: ____

**CONSENTING TO THE APPOINTMENT OF JOHN MORGAN AS
THE DIRECTOR OF PARKING AND TRANSPORTATION TO THE
CITY OF HOBOKEN FOR THE TERM OF THE MAYOR**

WHEREAS, Hoboken City Code § 64A-2 allows the Mayor to appoint the Director of Parking and Transportation, upon advise and consent of the City Council; and

WHEREAS, the Mayor has appointed John Morgan to the position of Director of Parking and Transportation, and hereby requests the consent of the City Council based on Mr. Morgan's qualifications; and

WHEREAS, the term of appointment is for the term of the Mayor, or until a successor is qualified and appointed; and

WHEREAS, the City Council agrees with the Mayor's appointment of John Morgan as Director of Parking and Transportation.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby consents to and authorizes the appointment of John Morgan as Director of Parking and Transportation for the City of Hoboken, for the term of the Mayor or until a successor is qualified and appointed, pursuant to §64A-2 of the Code of the City of Hoboken; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Mayor expeditiously.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION DESIGNATING JANUARY 11
AS HUMAN TRAFFICKING AWARENESS DAY**

WHEREAS, human trafficking is a borderless crime against individuals that violates the most basic human rights and deprives victims of every shred of personal freedom; and

WHEREAS, human trafficking occurs when a person is recruited, harbored, obtained, or exported through force, fraud, or coercion for the purposes of sexual or labor exploitation, involuntary servitude, and other types of mental and physical abuse; and

WHEREAS, human traffickers target impoverished and marginalized children, women and men, isolating them from society and supportive networks and exploiting them for personal and monetary gain; and

WHEREAS, human trafficking is the fastest growing criminal enterprise in the world today, and is tied with arms smuggling as the second largest international criminal industry, falling only behind the illicit drug trade; and

WHEREAS, the United Nations' International Labor Organization has estimated that at least 12.3 million adults and children worldwide are currently in forced labor, bonded labor, or forced prostitution; and it is estimated that more people are now harmed by human trafficking worldwide than have been at any other point in human history. Approximately 80% of the victims are women and girls, and 50% are younger than age 18; and

WHEREAS, many victims trafficked into **the** U.S. do not speak or understand English and are unable to communicate to seek rescue. Under U.S. law, any person under 18 involved in the commercial sex industry is considered a human trafficking victim, and victims include U.S. citizens and documented immigrants; and

WHEREAS, New Jersey is a prime location for human trafficking because it is a major national and international transportation corridor and a culturally diverse state; and

WHEREAS, human trafficking is modern-day slavery, a practice that is in direct opposition to the fundamental principles of liberty and human rights upon which our nation was founded; and

WHEREAS, on February 1, 1865, President Abraham Lincoln signed the 13th Amendment to the United States Constitution. Once ratified, it officially outlawed slavery and involuntary servitude except as punishment for a crime; and

WHEREAS, Although the federal government and the State of New Jersey have enacted laws to prosecute human traffickers and protect the victims of human trafficking, traffickers use techniques to keep their victims enslaved that severely limit self-reporting and that require broad public awareness of human trafficking issues for enforcement **and** prevention to occur; and

WHEREAS, the New Jersey State Constitution declares that all persons are by nature free and independent and have certain natural and unalienable rights; and

WHEREAS, the people of New Jersey, regardless of political persuasion, creed, race, or national origin, stand together with the global community to protect the fundamental freedoms and rights of all persons, to fight the proliferation of human trafficking in all of its forms, and to assist survivors of modern day slavery; and

WHEREAS, the County of Hudson stands committed to protecting human rights and individual freedom by eliminating human trafficking; and

WHEREAS, the County of Hudson is resolved to support the goals and ideals of observing a National Day of Human Trafficking Awareness on January 11 of each year and to support all efforts by individuals, businesses, organizations, and governing bodies to raise awareness of and opposition to human trafficking; and

WHEREAS, the Board commends the work of the NJ Coalition Against Human Trafficking for its statewide efforts to end human trafficking through education, advocacy, and assistance to survivors and to increase coordination and visibility of New Jersey's commitment to end human trafficking.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson that:

The Board does hereby recognize January 11 of each year as Human Trafficking Awareness Day in the County of Hudson with the goal of achieving the following:

- A. to raise awareness about the signs and consequences of human trafficking;
- B. to promote opposition to human trafficking in all of its forms; and
- C. to encourage support for the survivors of human trafficking throughout the State of New Jersey and across the world to put an end to this criminal activity and restore freedom and dignity to its survivors.

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

Meeting Date: January 22, 2014

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

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION IN SUPPORT OF NATIONAL AFRICAN
AMERICAN HISTORY MONTH 2014**

WHEREAS, in February 1926, Dr. Carter G. Woodson, a noted African American author and scholar, began what was then called Negro History Week to educate non-black Americans about Black American culture and history and to engender pride among African Americans; and

WHEREAS, Dr. Woodson chose the month of February for the celebration because the month marks the birthdays of President Abraham Lincoln, who signed the Emancipation Proclamation ending slavery, and Frederick Douglass, the noted African American abolitionist; and

WHEREAS, an additional reason why Dr. Woodson chose the month of February for this important event was that the National Association for the Advancement of Colored People, the nation's oldest civil rights organization, was founded in February 1909; and

WHEREAS, in 1972, Negro History Week became Black History Week, and in 1976, the nation's bicentennial, Black History Week became Black History Month with the purpose of honoring the contribution African Americans have made to all walks of American life and to recall important milestones in black history;

WHEREAS, Black History Month is also known as National African American History Month.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN that it declares its support for National African American History Month 2014.

Date of Meeting: January 22, 2014

Approved as to Form:

Mellissa L. Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY COUNCIL OF THE CITY OF HOBOKEN
RESOLUTION NO.: ____**

**APPOINTING STEVEN BAUMAN AS BOARD MEMBER TO THE
HOBOKEN ALCOHOL BEVERAGE CONTROL BOARD FOR A
THREE YEAR TERM TO EXPIRE ON JUNE 30, 2016**

WHEREAS, N.J.S.A. 33:1-1 et seq., and Chapter 9 of the Code of the City of Hoboken establishes the City's Alcohol Beverage Control Board; and

WHEREAS, N.J.S.A. 33:1-5 and Section 9-2 of the Code of the City of Hoboken provide for appointment of Hoboken Alcohol Beverage Control Board Members by the Mayor, subject to Governing Body advice and consent; and

WHEREAS, the current term of Commissioner Colin Tobias expired on June 30, 2013, and the Mayor wishes to appoint Steven Bauman for the remainder of the three (3) year term which began July 1, 2013 and expires on June 30, 2016; and

WHEREAS, the Governing Body agrees with the Mayor's appointment of Steve Bauman as Alcohol Beverage Board Commissioner.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby consents to and authorizes the appointment of Steven Bauman as a Hoboken Alcohol Beverage Control Board Member, for the remainder of the term beginning July 1, 2013 and expiring June 30, 2016, pursuant to §9-2 of the Code of the City of Hoboken and N.J.S.A. 33:1-5; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Hoboken Alcohol Beverage Control Board Secretary expeditiously.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Melissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

Sponsored By: Councilman Ravi Bhalla

Seconded By: Councilman Peter Cunningham

RESOLUTION NO.: _____

**RESOLUTION AMENDING THE RULES OF PROCEDURE FOR
THE CITY COUNCIL OF THE CITY OF HOBOKEN**

WHEREAS, the City Council of the City of Hoboken is granted the exclusive authority to adopt rules of procedure for its own internal governance, pursuant to the Faulkner Act, N.J.S.A. 40:69A-36(f); and,

WHEREAS, the City Council last adopted rules of procedure on June 12, 2012; and

WHEREAS, the City Council wishes to amend those rules of procedure for its internal governance to allow for an ending time for all City Council meetings as indicated in the last sentences of Rule I and Rule II, respectively; and

WHEREAS, the City Council also wishes to amend those rules of procedure to change the names of certain standing subcommittees in Numbers 4 and 5 of Rule XVIII;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, that the following rules of procedure are hereby adopted for the government of this City Council and the prior rules of procedure repealed.

RULE I

Regular Meetings: The Council shall hold regular meetings in accordance with an annual schedule to be adopted at the Council’s re-organizational meeting. Generally, meetings shall be held on the first and third Wednesdays of each month at 7:00 P.M., subject to summer schedules, holidays, and conflicting City events. Council meetings shall ordinarily be held in the Council Chambers at Hoboken City Hall, except that the Council President or a majority of Council members may, in writing, call a meeting to be held in any other suitable public place within the City of Hoboken that is accessible to the public and in accordance with state statutes. The provisions of the Open Public Meetings Act shall govern the procedures and conduct of all regular meetings. Robert’s Rules of Order shall be followed at regular meetings to the extent that they do not conflict with these Rules of Procedure. The Council may also establish that it will hold regular caucus or

workshop sessions, provided, however, that any such sessions comply with the Open Public Meetings Act. All regular meetings shall end no later than 12:00 A.M., except for situations when there is emergent City business that must be addressed and a majority of the Council members present has voted in the affirmative to continue the meeting after 12:00 A.M.

RULE II

Special and Emergency Meetings: The Mayor may call a special or emergency meeting of the Council by notice to the Council President and the Clerk. In the notice the Mayor shall designate the purpose of the special or emergency meeting, and no other business may be considered. A special or emergency meeting may be held in any suitable place within the City of Hoboken that is accessible to the public. A special or emergency meeting may also be called by the written request of a majority of Council members to the Council President, the Clerk and the Mayor. The written request shall designate the purpose of the special or emergency meeting, and no other business shall be considered. Whenever an emergency meeting is called, the Clerk shall immediately notify, by the most expedient means possible, all Council members, the Mayor, the Corporation Counsel, the Business Administrator, and all Directors of the date, time, location, and agenda of the meeting to the extent known. Only those matters permitted by law may be considered at an emergency meeting. The provisions of the Open Public Meetings Act shall govern the procedures and conduct of special and emergency meetings. Robert's Rules of Order shall be followed at special and emergency meetings to the extent that they do not conflict with these rules of procedure. All special and emergency meetings shall end no later than 12:00 A.M., except for situations when there is emergent City business that must be addressed and a majority of the Council members present has voted in the affirmative to continue the meeting after 12:00 A.M.

RULE III

Agenda: All reports, communications, resolutions, ordinances, contract documents, or other matters to be submitted to the Council, whether by Council members or the

Administration shall be delivered to the City Clerk by 4:00 P.M. on the Thursday preceding each regular Wednesday Council meeting (the "Submission Deadline.") The City Clerk shall immediately date and time-stamp each original submission. Thereafter, the City Clerk shall prepare a typewritten meeting agenda, according to the order of business set forth in these Rules of Procedure. The City Clerk shall provide the agenda to each member of the Council, the Mayor, the Corporation Counsel, the Business Administrator, and all Directors as far in advance of the meeting as time for preparation will permit. Normally, delivery of the agenda shall be effectuated by forwarding via electronic mail no later than 4:00 P.M. on the Friday prior to a Wednesday meeting. Any Council Member who wishes to obtain a hard copy of the agenda shall advise the Clerk in writing, and, in such circumstances, delivery of the agenda shall be effectuated by forwarding the documents via regular mail no later than 4:00 P.M. on the Friday prior to a Wednesday meeting. When necessary in exceptional circumstances, the Clerk may effectuate delivery of the agenda via hand delivery. Regular meetings held on a day other than Wednesday shall also follow the time frames set forth in this rule to the extent possible.

Urgent Matters:

After the Submission Deadline, no matters shall be presented to the Council except those of an urgent nature. A matter shall be considered urgent in nature if the Council's failure to consider the matter at the next regularly scheduled meeting of the Council would have an adverse consequence upon the City, or any agency or employee thereof.

If urgent matters are submitted after the Submission Deadline by the Administration, facts must be presented in writing establishing the nature of the urgency, in compliance with the foregoing definitional criteria, and the matter must be approved as urgent in writing by the Mayor before presentation to the Council. If urgent matters are submitted by Council members after the Submission Deadline, facts must be presented in writing by the Council member establishing the nature of the urgency, in compliance with the foregoing definitional criteria, and the matter must be approved as urgent either by the President or by a vote of the majority of the council present at the meeting.

Public Access to Documents:

Copies of the agenda and all supporting documents shall be promptly placed on the City's website, www.hobokennj.gov, in compliance with the Chapter 25 of the Code of the City of Hoboken, "Electronic Accessibility of Public Information," and shall be made available to the public through the Clerk's office as soon as practicable. Agendas for special and emergency meetings shall be prepared and distributed in compliance with this Rule to the extent practicable under the circumstances.

The provisions of the Open Public Meetings Act shall govern the conduct, agenda, and procedures for all meetings. As described above, the Council may consider and act upon urgent matters at a regular meeting even if the matter was not listed on the agenda. All ordinances and resolutions, however, must be introduced in written or typewritten form, and copies provided to each member of the City Council, the City Clerk as soon as practicable, and reviewed by the Corporation Counsel. The Mayor, Council President or a majority of the Council present at the meeting must have determined that the matter is of an urgent nature in accordance with this Rule before the City Council may take any action on any such ordinance or resolution. The City Clerk shall assist in providing sufficient written copies during any meeting as necessary to comply with this Rule.

RULE IV

The Presiding Officer - Election and Duties: The presiding officer of the Council shall be the President, who shall be elected at the re-organizational meeting and shall hold office for a period of one (1) year. At the re-organizational meeting the Vice President of the Council shall also be elected and shall hold office for a period of one (1) year. In the President's absence, the Vice President of the Council shall preside over the Council. In the absence of both the President and Vice President, a presiding officer shall be elected by a majority of the Council members present.

The President shall assume the chair of the presiding officer immediately after his or her election, and shall thereafter determine the seating arrangements for the remainder of the Council. The presiding officer shall preserve strict order and decorum at all meetings of the Council. The presiding officer shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all

questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. The President may vote on all questions, and his or her name will be called last.

RULE V

Minutes: Minutes of all meetings of the City Council, including closed sessions, shall be taken by the City Clerk in the format and manner required by law. These minutes shall promptly be presented to the Council in resolution form and approved by a majority vote of the City Council. Written communications from the Mayor or any member of the Council, upon request, shall be placed in the minutes without the necessity for a vote, however, no other written communications shall be placed in the minutes unless approved by motion.

RULE VI

Call to Order: The President shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Council to order. In the absence of the President, the Vice President shall call the Council to order. Upon the arrival of the President, the Vice President shall immediately relinquish the chair upon the conclusion of the business immediately before the Council.

RULE VII

Roll Call: Before proceeding with the business of the Council, the City Clerk or the Deputy City Clerk shall call the roll of the members, and the names of those present shall be entered on the minutes.

RULE VIII

Quorum: A majority of the whole number of members of the Council shall constitute a quorum, but no ordinance shall be adopted by the Council without the affirmative vote of the majority of the full membership of the Council, unless a supermajority is required for adoption of a particular ordinance, in which case the vote shall be that required by law.

RULE IX

Order of Business: All meetings of the Council shall be open to the public promptly at the hour set for each meeting, the members of the Council shall take their regular stations in the Council Chambers, and the business of the Council shall be taken up for consideration and disposed in the following order:

1. Reading of Open Public Meetings Act notice
2. Flag salute
3. Roll call
4. Ordinances – 2nd Reading
5. Public Portion
6. Reports, petitions and communications from the Mayor
7. Miscellaneous Licenses
8. Claims
9. Payroll
10. Resolutions
11. Ordinances – 1st Reading
12. New business
13. Adjournment

In accordance with the Open Public Meetings Act, the Council by resolution may go into closed executive session at any time during the meeting for the purposes provided by law.

The presiding officer, at his or her discretion, shall retain the authority to deviate from the regular order of business as necessary for the efficient conduct of the meeting, subject to override by majority vote of the Council.

RULE X

Rules of Debate:

- (a) Rights of Presiding Officer. The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are by

these rules imposed upon all members and shall not be deprived of any of the rights and privileges of a Council member due to his or her status as presiding officer.

- (b) Getting the Floor. Every member desiring to speak shall address the chair, and upon recognition by the presiding officer shall confine statements to the question under debate, avoiding all personal references and indecorous language.
- (c) Interruption. Upon being recognized by the chair, a member shall not be interrupted when speaking except to call a point of order or as otherwise provided herein. A point of order may only be called to bring to the attention of the presiding officer a violation of these Rules. If a member, while speaking, is interrupted by a point of order, the member shall cease speaking until the presiding officer determines the point of order. A point of order shall be decided by the presiding officer upon consultation with the Corporation Counsel where necessary. A point of order is not subject to debate, and may not be reconsidered.
- (d) Privilege of Opening or Closing Debate. The Council member moving the adoption of an ordinance or resolution shall have the privilege of opening the debate at his/her discretion, and the Council President shall have the privilege of closing the debate at his/her discretion.
- (e) Discussion During Vote. Upon any roll call there shall be no discussion or explanation given by any member voting, and the member shall vote aye, nay, present or abstain, unless the member shall first receive special permission from the Council to explain the member's vote or to refrain from casting the member's vote. No motions or amendments may be offered after the Council President has called a vote.
- (f) Limiting Debate Period. The presiding officer shall retain the power to limit the length of debate on any agenda item, including claims and payroll, provided, however, that Council members shall be allowed a minimum of five (5) minutes each to speak on any particular question under debate.

RULE XI

Method of Voting: The vote upon every motion, resolution or ordinance shall be taken by roll call and the results of the vote shall be entered upon the minutes. In addition to voting yea or nay, a Council member may abstain or vote “present,” which has the effect of an abstention. A Council member may not give statements, raise questions, or provide any other commentary other than casting a vote in accordance with this rule. Where a Council member violates this rule, disrupts the flow of a roll call, or otherwise fails to cast a vote in accordance with this rule within a reasonable period of time after being called to vote, the Council President shall have the discretion to direct the Clerk continue the roll call to the next Council member.

The roll call shall be taken in alphabetical order of the members present except that the presiding officer shall vote last. Two or more resolutions may be placed on a consent agenda, and approved by a single roll call vote of the Council, provided that no member of the Council nor any member of the public wishes to be heard on any resolution listed on the consent agenda.

RULE XII

Manner in Which the Public May Address the Council – Speaker’s List: Any member of the public desiring to address the Council shall sign either the list of speakers who wish to speak on a particular agenda item, and/or shall sign the list of speakers wishing to address the Council during the Public Portion period. The two lists referred to in this rule shall be prepared by the City Clerk and placed in a convenient place in the City Council Chambers for the convenience of those individuals desiring to speak. Copies of the agenda will be placed nearby. When called upon from the speakers list or to testify as part of a public hearing and be sworn in unless otherwise informed, a member of the public shall approach the rail and microphone, speak clearly, identify themselves by name; first and last spelling if requested. They shall then state whether they are a Hoboken resident, Hoboken business owner, or other interested party wanting to be heard. In addition, a member of the public may add their name in advance to the list of speakers on either of the two lists referred to in this rule, by contacting the City Clerk’s

office the day of or the day before the meeting during business hours, to request to be placed on either or both list(s) of speakers.

RULE XIII

Manner in Which the Public May Address the Council - Time Limits:

- (a) At the start of the Consent Agenda, a speaker may speak for either (a) a total of five (5) minutes where the speaker wishes to address only 1 item on the Consent Agenda; or (b) a total of 7 minutes where a speaker wishes to address more than one item on the Consent Agenda. In either instance, the speaker shall specify with the City Clerk on which of the speaker's list they wish to be placed on. Under no circumstances can a speaker spend more than five minutes on a single resolution.
- (b) A speaker may speak for no more than five (5) minutes on any single ordinance for 2nd reading.
- (c) A speaker may address the City Council on any subject relevant to the affairs and interests of the City of Hoboken during the Public Portion on the agenda. Any speaker addressing the Council during this period will be limited to five (5) minutes unless the presiding officer, in his or her discretion, decides that more time should be allotted to the speaker;
- (d) In the interest of attending to other business of the City in a timely manner, the presiding officer shall have the right to adjourn the Public Portion after one (1) hour, subject to an override by a majority of Council Members. In the event the Public Portion is adjourned under these circumstances, it shall resume on the agenda after the completion of votes of ordinances on 1st reading, and before New Business;
- (e) The City Clerk or Deputy City Clerk will monitor each speaker's time and inform the presiding officer when the speaker has used up the allotted time, at which time the speaker addressing the Council will immediately yield the floor. Whenever possible, the speaker shall be given a warning one minute prior to the expiration of his or her time.

- (f) If the speaker addressing the Council questions the Council concerning City matters, such questions will not be addressed until after the duration of the speaker's time, unless the Council President at his/her discretion, or upon the request of a Council member, requests an opportunity to address the question posed by the speaker. Only in such event, the time taken in answering the speaker's question will not count against the speaker's time. Upon the conclusion of the speaker's time, a Council member may comment on the subject under discussion upon being recognized by the presiding officer.
- (f) The rules governing the time allotted to the persons addressing the City Council may be relaxed at the discretion of the presiding officer or by a majority vote of the Council members present.

RULE XIV

Manner in Which the Mayor May Participate in Meetings: If the Mayor wishes to participate in any meeting of the City Council, he/she shall, if practicable, notify the President of said intention advance of the meeting. After the Roll Call, if the Mayor so requests, he/she shall be granted ten (10) minutes to address the Council with respect to any matter relevant to the affairs and business of the City. In addition, prior to the Council debate on each agenda item, the President shall ask the Mayor if he/she wishes to speak with respect to that agenda item. If he/she chooses to do so, the Mayor shall be entitled to address the Council on that agenda item for five (5) minutes.

RULE XV

Decorum:

- (a) By Council Members. While the Council is in session, the members must preserve order and decorum and a member shall neither by conversation or otherwise, delay or interrupt the proceedings or the peace of the Council nor disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer except as otherwise herein provided.
- (b) Members of the Public. Any person making impertinent or slanderous remarks or who shall become disruptive while addressing the Council or while

present in the Council Chambers shall be forthwith, by the presiding officer, barred from further audience before the Council, unless permission to continue be granted by a majority vote of the Council.

RULE XVI

Enforcement of Decorum: The Chief of Police, or such member or members of the Police Department as the Chief may designate, shall be the Sergeant-at-Arms of the Council meeting. The Sergeant-at-Arms shall carry out all appropriate orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at any Council meeting.

RULE XVII

Persons Authorized to be within the Council rail: No persons, except Council members, the City Clerk and/or Deputy City Clerk, and authorized City officers, shall be permitted within the rail in front of the Council Chamber without the express permission of the Presiding Officer.

RULE XVIII

Committee of the Whole and Subcommittees: The Committee of the Whole shall consist of the full nine members of the Council. All standing subcommittees shall consist of at least three Council members. The Council President shall appoint all subcommittee members unless otherwise ordered by the Council. The following standing subcommittees are hereby established:

1. Revenue and Finance
2. Community Development
3. Parking and Transportation
4. Health and Human Services/Environmental Services
- ~~5. Environmental Services~~
- ~~5. Zoning Ordinance Update/Master Plan~~
6. Public Safety.

The Council retains the right to establish additional, special subcommittees as required for the efficient operation of the Council. The Council President shall appoint all subcommittee members and the chair of each subcommittee, and shall serve as an ex-officio member of each subcommittee. The Council President shall have the right in his or her sole discretion to remove a member from any subcommittee, including special subcommittees, except that a majority of the whole membership of the Council may override the President's decision to remove a member from any regular or special subcommittee.

The Committee of the Whole is chaired by the Council President, who has sole authority to call a meeting of the Committee, which shall be noticed for purposes of the Open Public Meetings Act as a special meeting. However, no formal action shall be taken at any meeting of the Committee of the Whole.

Matters may be referred to subcommittees either by the presiding officer or by a vote of the majority of the Council present at the meeting.

Nothing hereinabove stated shall be construed so as to invest the membership of said subcommittees with any of the executive or administrative powers of the several City Departments, which are now vested in the Mayor and the Directors of the several City Departments, pursuant to the provisions of Chapter 210, Laws of 1950, and the amendments and supplements thereto.

RULE XIX

Reports of Subcommittees: It shall be the duty of each subcommittee chair, or another subcommittee member selected by the subcommittee chair, at each City Council meeting, to provide a report of the subcommittee's activities, if any, since the last meeting at which such a report was given. The report, which may be oral or in writing, shall include a statement of how many meetings were held, who attended, a brief description of the matters that were discussed, and such recommendations to the Council relating to the matters considered by the subcommittee that have been decided upon by the members of the subcommittee. If the recommendations are not supported by all members of the subcommittee, the dissenting member shall be provided an opportunity to present his or her views after the subcommittee chair has completed presenting the report.

RULE XX

Claims against the City: No account or other demand against the City shall be allowed until it has been considered and reported to the Council. In the event Council Members wish to receive additional information, have questions or require clarification regarding any claim, they shall, to the extent practicable, make a written request for same to the Business Administrator or his/her designee in writing, detailing the additional information, question or clarification requested with as much specificity as possible, no later than the close of business the day prior to the Meeting at which the claim is scheduled to be considered.

RULE XXI

Ordinances, Resolutions, Motions and Contract Documents:

- (a) Preparation of Ordinances. All ordinances shall be prepared by the Corporation Counsel's office, and thereafter approved as to form and legality by the Hoboken Corporation Counsel. The Corporation Counsel's office shall, in a timely manner, provide all necessary legal guidance and assistance to any member of the Council seeking to introduce an ordinance.
- (b) Sponsorship of Ordinances and Time for Submission to City Council. Each ordinance must be sponsored by at least one member of the City Council, whose name shall be affixed thereon, and seconded by at least one other member of the City Council, prior to formal introduction and first reading.
- (c) Resolutions. All resolutions must be sponsored by a member of the City Council, whose name shall be affixed thereon, and seconded by at least one other member of the City Council, prior to introduction.
- (d) Other Matters and Subjects. Other matters and subjects must be read at the regular Council Meeting prior to the introduction of Resolutions and Ordinances.

RULE XXII

Reports and Resolutions to be filed with City Clerk: All reports and resolutions shall be filed with the City Clerk and entered on the minutes.

RULE XXIII

Adjournment: A motion to adjourn shall always be in order and decided without debate.

RULE XXIV

Certification of Passage of Ordinance over Mayor's veto:

Whenever an ordinance has been vetoed by the Mayor and is passed by the Council over such veto in the manner provided by law, the City Clerk shall append to such ordinances a certification in substantially the following form:

"I hereby certify that the above ordinance was passed by the Council of the city of Hoboken on the _____ day of _____ was vetoed by the Mayor of the City, and was passed over the said veto on the _____ day of _____.

DATED:

City Clerk

RULE XXV

Attendance by and Interaction with City Officials:

The City Clerk or the Deputy City Clerk, the Corporation Council or his/her designee and the Business Administrator or his/her designee shall be required to attend all meetings of the City Council unless excused by the Council President. Subject to the limitations set forth by law and below, the President may ask the Mayor or his/her designee to consider a request that other Directors and/or City employees attend Council meetings to the extent the President believes such attendance would be helpful to assist the Council in its legislative responsibilities with respect to the matters on the meeting agenda. As expressly provided in N.J.S.A 40:69A-37.1, the Council shall deal with employees of the department of administration and other administrative departments solely through the mayor or his/her designee. All contact with the employees, and all actions and

communications concerning the administration of the government and the provision of municipal services shall be through the Mayor or his/her designee, except as otherwise provided by law. The Council may, in accordance with applicable law, conduct inquiries into any act or problem of the administration of the municipality. Any Council member may, at any time, require a report on any aspect of the government of the municipality by making a written request to the mayor. The council may, by a majority vote of the whole number of its members, require the Mayor or his/her designee to appear before the council sitting as a committee of the whole, and to bring before the Council those records and reports, and officials and employees of the municipality as the Council may determine necessary to ensure clarification of the matter under study. The Council may further, by a majority of the whole number of its members, designate any number of its members as an ad hoc committee to consult with the Mayor or his/her designee to study any matter and to report to the Council thereon. As it is the expressed intent of the Mayor-Council plan of government to confer on the Council general legislative powers, the Council may exercise such investigative powers as are germane to the exercise of its legislative powers, but shall retain for the Mayor full control over the municipal administration and over the administration of municipal services.

RULE XXVI

Amendment of Rules of Procedure: No amendment to these Rules of Procedure shall be adopted unless it receives a vote of the majority of the full membership of the City Council. Any such amendment shall not take effect until the second regular meeting following adoption of the amendment.

Date of Adoption: June 5, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa Longo
Corporation Counsel

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH VOGEL
CHAIT COLLINS AS SPECIAL LEGAL COUNSEL- OUTSTANDING LITIGATION TO THE
CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31, 2014
FOR A TOTAL NOT TO EXCEED AMOUNT OF \$20,000.00**

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 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 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 the continuing outstanding matter known as Ursa Litigation; 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 \$10,000.00 is available in the following appropriation 40120156020 in the temporary CY2014 budget; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$10,000.00 balance is available and appropriated in the following appropriation 40120156020 in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; 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 a contract with Vogel Chait Collins to represent the City as Special Legal Counsel- Outstanding Litigation (Ursa) be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of Twenty Thousand Dollars (\$20,000.00), of which Ten Thousand Dollars is hereby appropriated, and the remaining \$10,000.00 not herein appropriated is subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget; 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, this contract shall cover outstanding litigation only, in the matter of Ursa; 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 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.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

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 \$3358.27 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$276,858.27**

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; 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 \$3358.27 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 Three Thousand Three Hundred Fifty Eight Dollars and Twenty Seven Cents (\$70,000.00), for a total not to exceed amount of \$276,858.27, which shall represent a close out and final payment on this contract; 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.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH LITE
DEPALMA GREENBERG AS SPECIAL LEGAL COUNSEL- RENT CONTROL LITIGATION TO
THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31,
2014 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$141,500.00**

WHEREAS, service to the City as Special Counsel –Rent Control 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-Rent Control Litigation in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Lite Depalma Greenberg responded to; and,

WHEREAS, the evaluation committee has determined that Lite Depalma Greenberg offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with Lite Depalma Greenberg; and,

WHEREAS, Lite Depalma Greenberg 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 \$43,500.00 is available in the following appropriation 40120156020 in the temporary CY2014 budget; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$98,000.00 balance is available and appropriated in the following appropriation 40120156020 in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; 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 a contract with Lite Depalma Greenberg to represent the City as Special Legal Counsel- Rent Control Litigation be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of One Hundred Thirty One Thousand Five Hundred Dollars (\$141,500.00), of which \$43,500.00 shall heretofore be appropriated, with the remaining \$98,000.00 not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Lite Depalma Greenberg 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 Lite Depalma Greenberg; 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

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH FLORIO KENNY AS SPECIAL LEGAL COUNSEL- RENT LEVELING BOARD ATTORNEY AND RELATED LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31, 2014 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$15,000.00

WHEREAS, service to the City as Special Counsel -Rent Leveling Board Attorney (and related 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-Rent Leveling Board Attorney in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Florio Kenny responded to; and,

WHEREAS, the evaluation committee has determined that Florio Kenny offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with Florio Kenny; and,

WHEREAS, Florio Kenny 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 \$7,500.00 is available in the following appropriation 40120156020 in the temporary CY2014 appropriations; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$7,500.00 balance is available and appropriated in the following appropriation 40120156020 in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; 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 a contract with Florio Kenny to represent the City as Special Legal Counsel- Rent Leveling Board Attorney and Related Litigation be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of Fifteen Thousand Dollars (\$15,000.00), of which \$7,500.00 shall heretofore be appropriated, with the remaining \$7,500.00 not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Florio Kenny shall be paid \$300.00/meeting, which shall be all inclusive of all work in preparation for and subsequent to each meeting, and a maximum hourly rate of \$150.00/hour for attorneys, \$50.00/hour for paralegals, and \$20.00/hour for support staff for any related litigation assigned by the City, and done on behalf of the City, outside of that work done as part of the board meeting rate, as defined above. 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, any new litigation, legal matters, and other board meetings 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 Florio Kenny; 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

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH VINCENT LAPAGLIA AS SPECIAL LEGAL COUNSEL- TAX APPEALS AND RELATED LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31, 2014 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$92,000.00

WHEREAS, service to the City as Special Counsel –Tax Appeals and Related 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-Tax Appeals in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Vincent Lapaglia responded to; and,

WHEREAS, the evaluation committee has determined that Vincent Lapaglia offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with Vincent Lapaglia; 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 \$30,667.00 is available in the following appropriation _____ in the temporary CY2014 budget; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$61,333.00 balance is available and appropriated in the following appropriation _____ in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; 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 a contract with Vincent Lapaglia to represent the City as Special Legal Counsel- Tax Appeal and Related Litigation be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of Ninety Two Thousand Dollars (\$92,000.00), of which \$30,667.00 shall heretofore be appropriated, with the remaining \$61,333.00 not herein appropriated is subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget; and
; 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, with an annual maximum not to exceed amount of \$48,000.00 going toward the county tax board appeals and \$48,000.00 going towards State Tax Appeals. 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 amounts defined herein; 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.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH WEINER
LESNIAK AS SPECIAL LEGAL COUNSEL- LABOR AND EMPLOYMENT TO THE CITY OF
HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31, 2014 FOR A
TOTAL NOT TO EXCEED AMOUNT OF \$120,000.00**

WHEREAS, service to the City as Special Counsel –Labor and Employment 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-Labor and Employment in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; and,

WHEREAS, the evaluation committee has determined that Weiner Lesniak offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with Weiner Lesniak; and,

WHEREAS, Weiner Lesniak 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 \$40,000.00 is available in the following appropriation 40120156020 in the temporary CY2014 budget; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$80,000.00 balance is available and appropriated in the following appropriation 40120156020 in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; 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 a contract with Weiner Lesniak to represent the City as Special Legal Counsel- Labor and Employment be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of One Hundred Twenty Thousand Dollars (\$120,000.00) of which \$40,000.00 shall heretofore be appropriated, with the remaining \$80,000.00 not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget; and
; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Weiner Lesniak 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 **Weiner Lesniak**; 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

Meeting Date: January 22, 2014

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

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-
REDEVELOPMENT 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
\$1,570.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$41,570.00**

WHEREAS, service to the City as Special Counsel –Redevelopment 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 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 redevelopment in the 2013 calendar year; 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 \$1,570.00 is available in the following appropriation 3-01-21-181-036 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- Redevelopment be awarded, for a term to commence January 1, 2013 and expire December 31, 2013, for an increased not to exceed amount of One Thousand Five Hundred Seventy Dollars (\$1,570.00), for a total not to exceed amount of \$41,570.00, which shall represent a close out and final payment on this contract; 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.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MARAZITI
FALCON HEALEY AS SPECIAL LEGAL COUNSEL- OUTSTANDING AND GENERAL
LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE
DECEMBER 31, 2014 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$240,000.00**

WHEREAS, service to the City as Special Counsel -Outstanding and General 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 further submitted 2014 proposals in response to the City's RFP's for litigation, 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; 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 \$60,000.00 is available in the following appropriation 40120156020 in the temporary CY2014 budget; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$180,000.00 balance is available and appropriated in the following appropriation 40120156020 in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; 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 a contract with **Maraziti Falcon Healey** to represent the City as Special Legal Counsel- Outstanding Litigation be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of Two Hundred Forty Dollars (\$240,000.00); of which \$60,000.00 shall heretofore be appropriated, with the remaining \$180,000.00 not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget; and
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.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH PARKER MCKAY AS SPECIAL LEGAL COUNSEL- BOND COUNSEL TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31, 2014 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$15,000.00

WHEREAS, service to the City as Special Counsel –Bond Counsel 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-Bond Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Parker McKay responded to; and,

WHEREAS, the evaluation committee has determined that Parker McKay offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with Parker McKay; and,

WHEREAS, Parker McKay 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 \$7,500.00 is available in the following appropriation 40120156020 in the temporary CY2014 budget; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$7,500.00 balance is available and appropriated in the following appropriation 40120156020 in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; 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 a contract with Parker McKay to represent the City as Special Legal Counsel- Bond Counsel be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of Fifteen Thousand Dollars (\$15,000.00), of which \$7,500.00 shall heretofore be appropriated, with the remaining \$7,500.00 not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Parker McKay 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 Parker McKay; 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

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO PARTICPATE IN AND BE AN
ACTIVE MUNICIPALITY OF THE NORTH HUDSON REGIONAL COUNCIL OF MAYORS**

WHEREAS, individual municipalities of the North Hudson Area lack the size and scope to qualify for many programs available from State and Federal agencies; and

WHEREAS, the municipalities of Guttenberg, Hoboken, Kearny, North Bergen, Secaucus, Union City, Weehawken and West New York (the "Municipalities") have joined, pursuant to N.J.S.A. 40:48-22, in forming and participating in the North Hudson Regional Council of Mayors (the "Council") for the common purpose of operating meals programs for seniors financed in part by a federal grant funneled through the State of New Jersey (the "State") and the County of Hudson; and

WHEREAS, the Council was incorporated in 1973 as a non-profit entity to act as an administrative agent for State and Federal funded programs and to operate as a liaison between State, Federal and local governments and promote regionalization of municipal services; and

WHEREAS, the State has requested that those of the eight Municipalities that cannot locate their original resolution authorizing the creation of the Council and/or their participation therein adopt a resolution authorizing the same *nunc pro tunc*; and

WHEREAS, the City of Hoboken wishes to authorize the creation of the Council and the City's participation therein *nunc pro tunc*,

NOW, THEREFORE, BE IT RESOLVED, that the City of Hoboken hereby ratifies the creation of the Council and the City's participation therein *nunc pro tunc*.

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

Meeting Date: January 22, 2014

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

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

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT
WITH FERRAIOLI, WIELKOTZ, CERULLO & CUVA FOR GENERAL
MUNICIPAL AUDITING SERVICES FROM JANUARY 1, 2014 TO
DECEMBER 31, 2014 IN AN AMOUNT NOT TO EXCEED \$120,000.00**

WHEREAS, the City put out an RFP for CY2014 auditing services, pursuant to Article I of Chapter 20A of the Hoboken City Code and the State's fair and open process requirements, which responded to; and,

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

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

WHEREAS, Ferraioli, Wielkatz, Cerullo & Cuva 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 \$85,000.00 is available in the following appropriation 40120135020 and \$10,000.00 is available in the following appropriation 40120130020 the temporary CY2014 budget; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$25,000.00 balance is available and appropriated in the following appropriation 40120130020 in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; 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 a contract with Ferraioli, Wielkatz, Cerullo & Cuva to represent the City as 2014 City Auditor be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of One Hundred Twenty Thousand Dollars (\$120,000.00), of which \$95,000.00 shall heretofore be appropriated, with the remaining \$25,000.00 not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget; 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 the contractor; 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

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MAGIC TOUCH CORPORATION FOR THE PROVISIONS OF ONE YEAR OF PLUMBING SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14-02 IN THE TOTAL AMOUNT OF \$74,890.00

WHEREAS, proposals were received for Bid Number 14-02 for the provisions one year of plumbing services for the City of Hoboken; and,

WHEREAS, four (4) bid proposals was received, of which the Purchasing Agent advised all are responsive, being:

- | | |
|--|---|
| 1. Magic Touch Construction Co., Inc.
Keyport, NJ 07735 | Bid Price: \$74,890.00
Mark-Up: 10% |
| 2. Jac Mechanical Services
Hamburg, NJ 07419 | Bid Price: \$83,800.00
Mark-Up: 20% |
| 3. William J. Guarini, Inc.
Jersey City, NJ 07307 | Bid Price: \$98,800.00
Mark-Up: 8% |
| 4. GMH Association of America
Trenton, NJ 08638 | Bid Price: \$104,500.00
Mark-Up: 25% |

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to contract for the goods and services specified in Bid No. 14-02, and Magic Touch Company submitted a responsible, and responsive bid for the unit and markup price, upon receipt of the executed copy of the proposal page, which has been adequately received; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following appropriation 4-01-28-377-046 in the temporary CY2014 budget; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$64,890.00 balance is available and appropriated in the following appropriation 4-01-28-377-046 in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; 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 Magic Touch Corporation for Bid No. 14-02, in the total amount of Seventy Four Thousand Eight Hundred Ninety Dollars (\$74,890.00) of which \$10,000.00 shall heretofore be appropriated, with the remaining \$64,890.00 not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget,

without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget; and

- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the contract.
- 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 Purchasing Agent's recommendation; therefore, none will be accepted in performing obligations under the bid.
- D. 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 vendor for said purchase and sale.
- E. This resolution shall take effect immediately upon passage.

Reviewed:

Approved as to Form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Meeting Date: January 22, 2014

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

CITY OF HOBOKEN

Division of Purchasing



DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: January 16, 2014

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: Resolution to Award the Contract for Bid 14 - 02 – Plumbing Services

Four (4) sealed bid packages were received, opened and announced publicly at City Hall On January 15, 2014.

I reviewed the documents submitted by the lowest bidder and it appears that they have Submitted all required documents except for the following:

- Magic Touch Corporation checked the compliance questionnaire (YES) on “response time” but failed to initial the box as required by the RFP.
- The vendor had been notified and they agreed to fix the discrepancy prior to award of the contract. The vendor will send a corrected copy with the initial via overnight FEDEX.

My recommendation is to award the contract to the lowest, responsible and responsive bidder provided that they provide the required initial (original) to the response prior to the award of the contract.

The vendor will be:

MAGIC TOUCH CONSTRUCTION CO., INC.
59 West Street, Keyport, NJ 07735

The total amount of the contract is not to exceed \$74,890.00 for one year. Ten thousand dollars (\$10,000.00) is available in the following account **4-01-28-377-046**, remaining balance of \$64,890 will be funded upon adaption of the CY2014 budget.

NOTE: Be advised that the vendor had submitted a corrected copy of the “response time” questionnaire mentioned above.

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**AUTHORIZING THE CITY OF HOBOKEN
TO ACCEPT AND QUALIFY RESPONSES TO ISSUED
REQUESTS FOR QUALIFICATION FOR GENERAL MUNICIPAL
ENGINEERS FROM JANUARY 1, 2014 THROUGH DECEMBER 31, 2014**

WHEREAS, it is necessary for the City of Hoboken to engage, from time-to-time, the services of a qualified firm and/or professional to provide Professional Services as General Municipal Engineers; and,

WHEREAS, N.J.S.A. 19:44A-20.1 et seq., commonly known as the State “Pay to Play” Law took effect on January 1, 2006; and,

WHEREAS, the City has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et. seq., by issuing a Request for Qualifications for General Municipal Engineers; and,

WHEREAS, the City is in receipt of responses to the issued RFQ; and

WHEREAS, the City’s review team has determined that the below listed respondents to the RFQ provide the City with the best options for efficient and effective engineering services during CY2014, and are each qualified to be considered by the City Administration, if and when the Administration finds it necessary, to engage the services of such respondent;

NOW, THEREFORE, BE IT RESOLVED by the City of Hoboken that the below listed respondents be and are hereby deemed qualified to be contracted for General Engineering Services for the City during the January 1, 2014 through December 31, 2014 period:

1. T&M Associates
2. Boswell Engineering
3. Maser Consulting PA
4. Remington Vernick & Arango

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				

Theresa Castellano				
Peter Cunningham				
James Doyle				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Council President Jen Giattino				

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**AUTHORIZING THE CITY OF HOBOKEN
TO ACCEPT AND QUALIFY RESPONSES TO ISSUED
REQUESTS FOR QUALIFICATION FOR COMPETITIVE CONTRACTING
FOR GRANT WRITING SERVICES FROM JANUARY 1, 2014 THROUGH
DECEMBER 31, 2014**

WHEREAS, it is necessary for the City of Hoboken to engage, from time-to-time, the services of a qualified firm and/or professional to provide grant writing services to the City of Hoboken; and,

WHEREAS, N.J.S.A. 19:44A-20.1 et seq., commonly known as the State “Pay to Play” Law took effect on January 1, 2006, which the qualified firms comply with, and the City has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et. seq. and its local code, by issuing a Request for Qualifications for grant writing services pursuant to the competitive contracting process; and,

WHEREAS, the City’s review team has determined that the below listed respondents to the RFQ provide the City with the best options for efficient and effective grant writing services during CY2014, and are each qualified to be considered by the City Administration, if and when the Administration finds it necessary, to engage the services of such respondent;

NOW, THEREFORE, BE IT RESOLVED by the City of Hoboken that the below listed respondents be and are hereby deemed qualified to be contracted for grant writing services for the City during the January 1, 2014 through December 31, 2014 period:

1. Millenium Strategies
2. Greener By Design

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Peter Cunningham				
James Doyle				
Elizabeth Mason				
David Mello				

Tim Occhipinti				
Michael Russo				
Council President Jen Giattino				

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH HOLT MORGAN RUSSELL ARCHITECTS AS ARCHITECTS FOR THE HISTORIC PRESERVATION PLAN FOR CITY HALL FOR THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2014 AND EXPIRE DECEMBER 31, 2014 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$48,750.00

WHEREAS, service to the City as Project Architect 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 services, are subject to the fair and open process, for which an RFP was published, which Holt Morgan Russell submitted a proposal in response to, which the City has determined by evaluation to be the most effective and efficient proposal for said services; and,

WHEREAS, Holt Morgan Russell is hereby required to continuously 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 \$37,500.00 is available in the following appropriations G-02-201-05-HT3 and that \$12,500.00 is available in the following appropriation G-02-201-05-HM3 in the CY2014 temporary appropriation; 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 CY2014 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Holt Morgan Russell to represent the City as Project Architect for the Historic Preservation Plan for City Hall be awarded, for a term to commence January 1, 2014 and expire December 31, 2014, for a total not to exceed amount of Forty Eight Thousand Seven Hundred Fifty Dollars (\$48,750.00); and

BE IT FURTHER RESOLVED, the contract shall include the terms of retention, as described in the RFP and Holt Morgan Russell’s corresponding proposal; and

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

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

Quentin Wiest

Approved as to Form:

Mellissa Longo, Esq.

Meeting Date: January 22, 2014

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CHANGE ORDER #1 (FINAL) ON
BEHALF OF SZ CONSTRUCTION FOR ADDITIONAL WORK ON
THE MULTI SERVICE CENTER CONSTRUCTION PROJECT FOR
THE CITY OF HOBOKEN IN THE AMOUNT OF \$34,221.00**

WHEREAS, the City of Hoboken previously appropriated funds totaling \$473,000.00 for SZ Construction for the Multiservice Center Construction Project for the City of Hoboken; and

WHEREAS, this represents the first and final change order, which will, upon approval, constitute final closeout of the project; and

WHEREAS, the City's Architect, by letter dated December 27, 2013, has reviewed the final product and invoiced work and takes no exception to the calculations included in Change Order #1 in the amount of \$34,221.00, which equals a Seven and 2/10 Percent (7.2%) increase in the contract amount; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$34,221.00 is available in the following appropriation _____ in the CY2014 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2014; 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 approve Change Order #1 (FINAL) for the Multi Service Center Construction Project for the City of Hoboken in favor of SZ Construction in the total amount of Thirty Four Thousand Two Hundred Twenty One Dollars (\$34,221.00) which equals a Seven and 2/10 Percent (7.2%) increase in the contract amount.

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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



AIA[®]

Document G701[™] – 2001

Change Order

PROJECT <i>(Name and address):</i> Hoboken Multi-Service Center RSC Project #46.13.003 Hoboken	CHANGE ORDER NUMBER: 001 DATE: 12/17/2013	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> ST Construction LLC 97 Stefanic Avenue Elmwood Park, NJ 07407	ARCHITECT'S PROJECT NUMBER: 46.13.003 CONTRACT DATE: CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Vinyl Tiles Senior Center	\$13,000.00
Aluminum Windows	21,381.00
Demolition of Radiators	3,500.00
New Light Fixtures	29,400.00
Extra Demolition	3,500.00
Emergency Door Senior Center	900.00
Aluminum Doors Inside Vestibule	12,500.00
VCT Tiles Waxing	10,640.00
Sewer Cleaning	1,400.00
Credit for Epoxy Floor	- 5,200.00
Credit for Finish Concrete	- 3,800.00
Credit for Casework	- 3,000.00
Allowance	- 50,000.00

The original Contract Sum was	\$	473,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	473,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	34,221.00
The new Contract Sum including this Change Order will be	\$	507,221.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is Unchanged

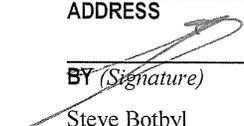
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RSC Architects
ARCHITECT *(Firm name)*

596 Anderson Avenue, Suite 202
Cliffside Park, NJ 0710

ADDRESS


BY *(Signature)*

Steve Botbyl
(Typed name)

12/17/13
DATE

SZ Construction
CONTRACTOR *(Firm name)*

97 Stefanic Avenue
Elmwood Park, NJ 07407

ADDRESS


BY *(Signature)*

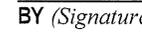
Marek Szewc
(Typed name)

12/17/13
DATE

City of Hoboken
OWNER *(Firm name)*

94 Washington Street
Hoboken, NJ 07030

ADDRESS


BY *(Signature)*

Quentin Wiest
(Typed name)

DATE

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

BY THIS RESOLUTION THE HOBOKEN CITY COUNCIL AUTHORIZES A FINANCIAL GUARANTEE TO PRESERVE THE "MEALS ON WHEELS" PROGRAM OF THE NORTH HUDSON REGIONAL COUNCIL OF MAYORS

WHEREAS, Hoboken participates in the "Meals on Wheels" and other community service programs administered through the North Hudson Regional Council of Mayors (NHRCM); and

WHEREAS, funding for these programs has not kept pace with the costs thereof, as a result of which the member municipalities must make up the deficit in some manner if these programs are to continue; and

WHEREAS, Hoboken wishes to try and keep these programs alive; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$56,692. is available in the following appropriation 4-01-23-222-020 in the CY2014 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2014; 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 Mayor and the City Council that, **subject to the adoption of like resolutions by all other municipalities in the NHRCM**, the City of Hoboken shall agree to contribute it's proportionate share of the cost of the Meals on Wheels program; and

BE IT FURTHER RESOLVED that the amount to be provided by the City of Hoboken, for CY2014 shall be in the amount of **\$45,500.00 (\$11,375.00 per quarter) for Meals on Wheels and \$11,192.00 (\$2,798.25 per quarter) for Nutrition Supplement**; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute, attest, seal and deliver such documents as are necessary and appropriate to carry out the purposes and intent of this Resolution, in form satisfactory to the Corporation Counsel.

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

Meeting Date: January 22, 2014

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

NORTH HUDSON REGIONAL COUNCIL OF MAYORS
400-38TH Street Rm. 216
UNION CITY, N.J. 07087
201-866-5815 Fax 201-866-5005

Chairman
Mayor Gerald R. Drasheff

Executive Director
Dr. Nicholas J. Cicco

Project Director
Senior Nutrition/M.O.W. Pgms.
Theresa Altamura

January 6, 2014

Mr. Al Dineros
Purchasing Agent
Hoboken Town Hall
94 Washington Street
Hoboken, N.J. 07030

Dear Mr. Dineros,

This is to request Local Match Shares for FY-2014 for operation of the Senior Nutrition and Meals-On-Wheels Programs in the amount of \$45,500 (\$11,375 per qtr.); Nutrition Supplement in the amount of \$11,192.26 (\$2,798.25 per qtr.).

Thank you.

Yours truly,

Theresa Altamura
Project Director
Senior Nutrition Pgm.

TA/tra

4
~~TA~~ 01-23-222-020

Introduced by: _____
Seconded by: _____

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

**RESOLUTION AWARDING A ONE (1) YEAR CONTRACT
TO HORIZON BLUE CROSS BLUE SHIELD OF NEW
JERSEY FOR THE PROVISION OF EMPLOYEE MEDICAL,
PRESCRIPTION DRUG, AND DENTAL INSURANCE**

WHEREAS, the City of Hoboken is contractually required to provide medical, prescription drug, and dental insurance benefits to certain of its employees and retirees; and,

WHEREAS, the City of Hoboken is desirous of continuing said coverage in accordance with its current contractual obligations; and,

WHEREAS, prior to entering into any contract to obtain insurance, the City shall secure full and open competition among insurers; and,

WHEREAS, pursuant to Section 20A-30 of the City Code, no provider of insurance to the City shall pay to any insurance consulting service provider to the City, or to any other third party, any form of compensation, including but not limited to commissions, fees, incentives, bonuses, rebates or any other thing of value, in consideration of obtaining the City's insurance; and,

WHEREAS, pursuant to Section 20A-33 of the City Code, the City's insurance broker obtained quotations for medical insurance from six (6) providers, obtained quotations for prescription drug insurance from four (4) providers, obtained quotations for dental insurance from four (4) providers, and obtained pricing from the State Health Benefits Plan; and,

WHEREAS, the Administration has determined that the proposals of Horizon Blue Cross/Blue Shield for coverage as currently provided are the most advantageous to the City; 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 \$3,362,170.74 is available in the following appropriation account 4-01-30-400-030 in the temporary CY2014 appropriations; 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 temporary CY2014 appropriations; and I further certify that I will review the availability of funds for the remaining \$16,810,853.67 upon adoption of the final CY2014 budget (\$15,129,768.30) and upon adoption of temporary CY2015 appropriations (\$1,681,085.37) and will prepare a certificate of available funds for the remaining balances and file same with the original resolution, or advise the Business Administrator in writing if the City Council fails to appropriate the necessary funds in the final CY2014 budget and/or the temporary CY2015 appropriations.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Administration is hereby authorized to enter into a one (1) year contract with Horizon Blue Cross Blue Shield of New Jersey, to commence February 1, 2014 and expire January 31, 2015, at a cost of

\$20,173,024.41 (based upon the current employee and retiree census), comprised of \$14,231,758.08 for medical coverage; \$5,425,981.53 for prescription coverage; and, \$515,284.80 for dental coverage; and,

BE IT FURTHER RESOLVED, that the within award and authorization are in the amount of \$3,362,170.74, unconditionally, which is the amount available within the CY2014 temporary appropriations (2 months), and the remaining amounts shall be contingent upon the availability of funds in the adopted CY2014 annual budget (9 additional months for a total of 11 months) and the temporary CY2015 appropriations (1 month).

Meeting Date: January 22, 2014

Approved:

Approved as to Form:

Quentin Wiest
Business Administrator

Melissa Longo
Corporation Counsel

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE
CONTRACT TO BOSWELL ENGINEERING FOR CITY
ENGINEER FOR FINALIZATION OF THE OBSERVER
NEWARK REHABILITATION IN AN AMOUNT NOT TO
EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000.00)
FOR A ONE YEAR TERM TO COMMENCE JANUARY 1, 2014
AND EXPIRE DECEMBER 31, 2014**

WHEREAS, the City of Hoboken published RFP's for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration has determined that Boswell Engineering can provide the City with the most effective and efficient City Engineering services for the 2014 calendar year for finalization of the Observer Newark Rehabilitation Project, in accordance with their attached proposal; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to Boswell for the City's Engineering 2014 Observer Newark Rehabilitation Project for a total contract amount of Twenty Five Dollars (\$25,000.00), with a one (1) year term to commence on January 1, 2014; 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 is available in the following appropriation _____ in the CY2014 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2014; 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 Five Thousand Dollars (\$25,000.00), with a one (1) year term to commence on January 1, 2014, for services as Municipal Engineer for finalization of the Observer Newark Rehabilitation Project, in accordance with the attached proposal, and will the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Boswell's 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:

Boswell Engineering
South Hackensack, New Jersey

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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



December 9, 2013

Mr. Quentin Wiest, CTA
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Newark Street and Observer Highway
Federal Approval
City of Hoboken
Hudson County, New Jersey
Our File No. PR-13-5633

Dear Mr. Wiest:

Boswell McClave Engineering (Boswell) is pleased to submit a proposal for professional services for the above referenced project. The following provides a brief introduction along with a scope of work and the estimated fee for our continued involvement.

INTRODUCTION

It is our understanding that Hudson County (County) recently received federal earmark funding in the amount of \$720,000 that they would like to utilize towards the Observer Highway project, given how far along this project is in the approval process. Since the County has agreed to oversee construction for both this and the Newark Street project, they have requested, in consultation with the New Jersey Department of Transportation (NJDOT) and the North Jersey Transportation Planning Authority (NJTPA) that the construction plans and specifications for Observer Highway and Newark Street be combined into a single set of bid documents.

As of today, these projects have been designed and permitted as separate projects. We have submitted for and obtained approval from NJDOT for the Categorical Exclusion Documents (CED) for each, this being the first step in obtaining funding authorization. We have also prepared preliminary engineering plans and specifications for each which have been submitted to NJDOT but are still pending review.

Following is our proposal to combine Observer Highway and Newark Street into a single project, showing Observer Highway as the base bid item and Newark Street as the alternate bid item, as requested by the County.

SCOPE OF WORK

Boswell will work with the County to prepare the plans and specifications in accordance with both Federal and County standards. The projects will be combined as noted above into a single set of construction documents and specifications. Our office will oversee the design work and coordinate efforts with both the County and NJDOT to see the project through public bidding.

The scope of services detailing the tasks involved with this are as follows.

SCOPE OF SERVICES

Boswell will perform the following scope of services:

1. Combine plans and specifications for both projects into a single set and coordinate with the County, NJTPA, and NJDOT.
2. Make a preliminary submission to NJDOT with the combined construction documents.
3. Address any comments NJDOT may have from the preliminary submission.
4. Make a final submission to NJDOT in accordance with their standards and all applicable Federal requirements. This final submission will include the following documents:
 - a. Final Plans
 - b. Specifications
 - c. Engineer's Estimate (current within 30 days from the time of submittal)
 - d. Approved Environmental Documentation
 - e. SHPO review and approval (as applicable)
 - f. Permit Certification with copies of all permits (as applicable)
 - g. Right of Way certification (prepared by our office and signed by Hudson County Engineering)
 - h. Utility Certification
 - i. Designer's Certification
 - j. Authorization to install documents as needed for all proposed traffic signals. This will be prepared by our office and signed by Hudson County Engineering.
5. Respond to comments from NJDOT on the final submission and make the necessary re-submissions to obtain approval.
6. Prepare the funding agreement and submit an executed copy of this along with a certified copy of the resolution and scope of work to NJDOT.

7. Once written authorization to proceed is received from NJDOT, prepare the bid advertisement for publishing. All bid advertising will be done in accordance with NJDOT and Federal criteria and copies of all advertisements will be submitted to NJDOT.
8. Review bids received and prepare recommendation letter to both the City and County.

FEE PROPOSAL

Boswell will perform the services outlined in the proposal for a fee not to exceed \$25,000. The billing will be based on our hourly rates in effect at the time the work is performed.

ITEMS NOT INCLUDED IN THE ENGINEERING FEE

The following items are excluded:

1. Preparation of legal agreements between Hudson County and the City
2. Permit Fees
3. New Jersey Department of Environmental Protection Permits
4. Right-of-Way and/or Easement Plans or Descriptions
5. Structural Plans (including retaining walls)

Additional work above and beyond what is outlined in the proposal will be performed as authorized by the City.

Thank you for the opportunity to submit this proposal. We look forward to providing the City of Hoboken with our engineering services and to the successful completion of this project. Should you have any questions or require additional information, please do not hesitate to contact Joseph A. Pomante, P.E., Rebecca E. Mejia, P.E. or me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING



Stephen T. Boswell, Ph.D., P.E., SECB, LSRP

Sponsored by: _____

Seconded by: _____

**City of Hoboken
Resolution No.: ____**

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED ANIMAL CONTROL CONTRACT BY AND BETWEEN THE CITY HOBOKEN AND LIBERTY HUMANE

WHEREAS, the City of Hoboken has a longstanding relationship with Liberty Humane for Animal Control Services, which the City now wishes to enter into the attached two year contract; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$17,750.00 is available in the following appropriation _____ in the temporary CY2014 appropriation; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$53,250.00 balance is available and appropriated in the following appropriation _____ in the CY2014 budget upon adoption of said budget; and I further certify that I will immediately review the CY2015 budget to determine whether the additional \$71,000.00 balance is available and appropriated in the following appropriation _____ in the CY2015 budget upon adoption of said 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 CY2014 temporary appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

WHEREAS, the terms of the Animal Control contract are laid out in the Agreement, *attached hereto*, and the City Council is now called upon to either accept or reject the terms of the 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 Animal Control 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 Liberty Humane of the Council's authorization of this Agreement.
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.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Peter Cunningham				
James Doyle				

Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
Council President Jen Giattino				



Liberty Humane Society

235 Jersey City Boulevard

Jersey City, NJ 07305

201 547.4147

www.libertyhumane.org

**LIBERTY HUMANE SOCIETY'S PROPOSAL TO
CITY OF HOBOKEN HEALTH DEPARTMENT
FOR ANIMAL CONTROL AND SHELTERING SERVICES**

THIS AGREEMENT, made this _____ of _____, 2014, by and between the LIBERTY HUMANESOCIETY, INC, a non-profit, 501c(3) charitable organization under State of New Jersey and US Federal tax regulations, having principal offices at 235 Jersey City Boulevard, Jersey City, NJ, 07305, hereinafter referred to as LHS, ("LHS")and the CITY OF HOBOKEN, a municipal corporation of the State of New Jersey having it principal office at 94 Washington Street, Hoboken, NJ, 07030, hereinafter, referred to as the Municipality, ("Municipality")

WHEREAS, the Municipality wishes to retain the services of LHS for animal control and sheltering for a period of 2 years beginning January 1st, 2014, and ending on December 31st, 2015

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. LHS shall make their services as animal control available to the Municipality on a daily basis, as needed, for five (5) days a week. Emergency services on Saturday, Sunday, Holidays and nights between 8pm and 8am will be provided when necessary for medical or safety reasons. Emergency service is defined as the care of injured animals, trapped animals, sick animals, animals whose lives are endangered or animals that are providing a danger to humans. In addition, , LHS will assume statutory control, as described in Paragraph 9 below, of animals that have bitten a human being. For the purpose of this agreement, aquatic animals and feral cat colonies are specifically excluded from emergency service support of animal control. Feral cat colonies will be the sole responsibility of the person caring and feeding the cats.
2. The Municipality will pay LHS the sum of \$71,000 per twelve months with said sum to be pro-rated on a monthly basis of \$5,916.67 a month. Payment for all services is to be received by LHS within fifteen (15) days after the month of delivery of service. LHS may cancel this contract without further obligation to provide services upon thirty (30) days written notice if after prior notice to the Municipality that more than two months of payments in accordance with this contract due the LHS have not been received. All monthly payments, and the total contract amount are subject to proper and adequate appropriation of funds by the City, and there shall be no cause in law or at equity for the City's good faith failure to properly and adequately appropriate funds at any point during this contract; however, failure to properly and adequately appropriate funds

may be grounds, in either party's option, to terminate the contract on seven (7) business days' notice.

3. The payments set forth above shall include all costs incurred by LHS or its animal control officer in the maintenance of its kennels, costs, expenses and maintenance of a vehicle to be used by the animal control officer and all necessary insurance.

4. Upon a request from the Municipality, the animal control officer shall respond to any emergency that is defined in Paragraph 1. Emergency treatment will be given to an ill or injured animal as required by State regulations under Title VIII. Sick and injured animals, including wildlife, requiring immediate medical attention will be taken to an emergency veterinary clinic. If the owner is ascertained, those costs will be borne by the owner of the animal. If the owner is unknown, those costs will be borne by the Municipality. Injured animals will only be transported to an emergency clinic if the required care and treatment is beyond the scope of LHS' own capacity.
5. LHS, if authorized, will provide the services of an Animal Cruelty Investigator to investigate and sign complaints of violations against the animal control, animal welfare and animal cruelty laws of the State, and ordinances of the Municipality. Enforcement of these animal cruelty laws and municipal ordinances will be at LHS's discretion, based on available resources. LHS will collaborate with law enforcement and municipal agencies in discharging this function.
6. LHS will assist the Municipality's Department of Health in responding and documenting health emergencies involving animals (i.e. hoarding situations, unsanitary conditions).
7. LHS will maintain detailed records of reported complaints, investigations, and outcomes, to be provided to the Municipality upon request.
8. The animal control officer may, at LHS's sole discretion, render assistance to any owner of an unwanted animal, in the assistance and delivery of said animal to LHS, at a cost to be borne by the owner. Private services shall be, in all instances, a matter between the owner and LHS.
9. LHS shall shelter the dogs and cats apprehended in the Municipality in its facility and will provide for their care for the period of time provided by law and will place for adoption or humanely euthanize, if warranted, in accordance with N.J.A.C. 8:23A-1.11 those not claimed or released by their owners in the manner prescribed by law.
10. Any person may redeem his dog, cat or other animal from LHS upon paying to LHS, as outlined on Exhibit A, a Reclaim Fee to cover intake costs, plus a Boarding Fee for each day that the animal has been impounded up to and including seven (7) days, and any other costs involved in the maintenance of the animal. Once ownership is established, the animal is no longer a stray and regular boarding rates shall prevail and be retained by LHS. No redemption shall be honored unless the owner provides a current dog license or other form of identification as set forth in State law and all outstanding fees are paid. The owner is still responsible for the cost of the animal and the owner does not negate his responsibility by refusing to claim. LHS reserves the right to collect owed fees as necessary.
11. Following the expiration of the minimum holding period required by law, LHS will continue to house and care for those unclaimed animals it deems to be suitable pets and will make every attempt to place them in responsible homes at its sole discretion. LHS will charge a fee to the adopters of said animals. The fee will be set and modified at LHS's sole discretion.

12. Dogs and cats with no known owners which have apprehended and been identified as having bitten a human being shall be held in quarantine by LHS for the period prescribed by law. In cases where the local health officer deems it advisable as a matter of human safety to euthanize and test an animal rather than hold it in quarantine, LHS will provide euthanasia and transportation to a local veterinarian for specimen preparation. The local health department will be responsible for arrangements and costs for specimen preparation, testing and transportation of the specimen for testing.
13. LHS does not provide quarantine services for owned dogs and cats. Such animals must be quarantined at the owner's veterinarian, a boarding facility (at the owner's expense) or in the person's home with approval from the Health Officer in the municipality.
14. It is understood and agreed between the parties that the animal control officer shall be an employee of LHS and that LHS is responsible for any damage caused by said animal control officer, but is not responsible for damage caused by any animals within the Municipality.
15. **Removal of an animal, including wildlife, inside of a home, apartment building, business, garage, basement, roof, etc. is not covered under our standard contract. At its discretion, LHS may respond to those calls, however, the owner of the premise will be charged a fee.**
16. The Municipality will be charged a daily boarding fee, at outlined on Exhibit A payable monthly, due 15 days after receipt, for any animals who are involved in litigation and cannot be held by their owner, if known, for which the Municipality has requested LHS hold until the matter is adjudicated. If the matter goes beyond a three (3) month period, an additional long term daily maintenance fee will be charged so that LHS can make long term boarding arrangements for the animal.
17. The signatory of this document represents that it has the requisite authority to bind the Municipality that is party to this Contract and further represent the actions of the signatory in executing this Contract are authorized by the Municipality.
18. This contract may be terminated during the term by either party upon thirty (30) days written notice, by Certified Mail, Return Receipt Required, describing the reason for termination with due cause after providing a 30 day cure period for any material.
19. It is expressly agreed that LHS is not obligated to incur any cost, expense or legal fee as a consequence of the failure of the municipality to timely and fully remit all payments due hereunder; However, all such costs, expenses and legal fees incurred in the collection of payments shall be the sole responsibility of the Municipality, which upon presentation of an invoice for such costs, expenses or legal fees shall be paid by the Municipality.
20. Indemnification; Limitation of Damages.
 - A. Municipality shall indemnify, defend and hold LHS, its affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by LHS of any term of this agreement or (b) its failure to perform any obligation hereunder or thereunder; or (c) a claim relating to any or service performed by LHS, its affiliates or any of their agents or subcontractors (in each case other than LHS).

LHS shall indemnify, defend and hold Municipality its elected official, civil servants, affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and

expenses) arising out of or resulting from (a) a breach by Municipality of any term of this agreement or any statement of work or schedule entered into in connection herewith or its failure to perform any obligation hereunder or thereunder, including any representation, warranty or covenant of Municipality; (b) the negligent or willful acts or omissions of LHS, persons or entities furnished by LHS, or LHS's employees, agents or subcontractors;

The indemnification provided for herein shall include any and all liabilities, damages, costs and expenses (including without limitation, reasonable attorney's fees, disbursements and court costs, if any), asserted against, imposed upon, or incurred in defending, settling and/or resolving the claim (provided that the indemnifying party will not consent to the entry of a judgment or settlement of a claim without the indemnified party's prior written consent which shall not be unreasonably withheld, conditioned or delayed.

B. OTHER THAN IN THE CASE OF THIRD PARTY INDEMNIFICATION CLAIMS ASSERTED PURSUANT TO SECTION 19.A ABOVE, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF DATA, OR ARISING FROM ANY ASPECT OF THE RELATIONSHIP PROVIDED FOR HEREIN.

21. THIS CONTRACT is the sole expression of the agreement of the parties and may only be modified by a written notice executed by the representative of the parties with requisite authority.
22. Any action by either party shall be filed in the Superior Court in Hudson County whose Courts shall have exclusive jurisdiction.

This Agreement contains the entire agreement between the Municipality and the LHS. This Agreement shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

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

24. Neither the Municipality or LHS shall be deemed to be in default of any of its obligations hereunder if and so long as the non-performance shall be caused by strikes, lockouts, non-availability of labor or materials, war or national defense preemptions, governmental restrictions, acts of God, severe weather, acts of terrorism or other causes beyond the control of the Municipality or the LHS.

b. This instrument may not be changed orally or by email.

c. In the event of conflict between the Agreement and local, State or Federal law, the prevailing law shall govern.

d. There shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

LIBERTY HUMANE SOCIETY, INC

WITNESS:

BY: _____

Andy Siegel,

Irene Borngraeber,

LHS Board President

LHS Executive Director

CITY OF HOBOKEN:

WITNESS:

BY: _____

City of Hoboken

City of Hoboken



LIBERTY HUMANE SOCIETY PROGRAMS AND SERVICES

MISSION STATEMENT: The Liberty Humane Society fosters a community of compassion and respect, and provides animals in need with a chance at a lifelong, loving home.

VALUES STATEMENT:

Liberty Humane Society creates and provides an environment in which every animal has the right to a happy and healthy life, despite their breed, age or physical limitations.

HOURS OF OPERATION:

LHS is open to the public 6 days a week.

Open Hours to the Public Are:

Tuesday – Friday
Saturday-Sunday

2p.m. – 7p.m.
11p.m. – 4:30 p.m.

SERVICES SPECIFIC TO HOBOKEN

- ▶ Comprehensive TNR (Trap, Neuter, Return) program for residents, including: Hands-on training, support, and access to LHS's low-cost spay/neuter services
- ▶ Annual dog licensing event and festival, to generate awareness about licensing requirements and compliance
- ▶ Annual public workshop on living with urban wildlife, best humane practices, and state regulations
- ▶ Annual public meeting, hosted in conjunction with the Department of Health, to listen and respond to resident questions and concerns regarding local animal issues

SERVICES PROVIDED BY LHS TO SHELTERED ANIMALS:

- ▶ All-inclusive adoption program
- ▶ Outplacements (transfers to rescue)
- ▶ Foster care for vulnerable or juvenile animals
- ▶ Disease control and veterinary care
- ▶ Bedding, toys and enrichment opportunities
- ▶ Daily exercise and access to playgroups
- ▶ Temperament testing of all LHS shelter animals

SERVICES PROVIDED TO COMMUNITY-AT-LARGE AND PET OWNERS:

- ▶ Care of stray and injured domestic animals
- ▶ Low cost rabies and other annual health vaccines
- ▶ Special adoption and community events
- ▶ Preventative health low-cost Pet Wellness Clinic
- ▶ Counseling to pet-owning public on pet-related problem solving
- ▶ Pet Owner Support program for residents receiving public assistance
- ▶ Dog Training Program
- ▶ Lost/Found Postings
- ▶ Expansive Volunteer Program to augment staff efforts on behalf of all of LHS shelter animals
- ▶ Communications: e-newsletter, website, press releases
- ▶ Low cost euthanasia for pets of low income pet owners

LIBERTY HUMANE SOCIETY’S BEST PRACTICES IN REPORTING

- ▶ **LHS’ Semi-Annual Report.** Provided in narrative form with such other documentation as are appropriate or necessary, a report to the Business administrator setting out for the prior six (6) month period;
- ▶ **LHS’s Performance Report:** LHS shall make, in such detail and at such times as may be reasonably required by the Municipality, a written report concerning the actual progress of LHS.
- ▶ **LHS’ Annual Disposition Report to the State DOHSS:** Disposition statistics provided on an Annual basis.
- ▶ **LHS’ Adoption Report:** LHS shall produce, upon request, the names and addresses of all Hoboken adopters from LHS. This report to be provided to the Health Officer for the purpose of facilitating the licensing of said animals.

Exhibit A

Reclamation fee	\$50/animal
Boarding Fee - up to 7 days	\$19/animal/day
Boarding Fee - 7 - 90 days	\$26/animal/day
Boarding Fee – 90 days+	\$35/animal/day
Long Term Maintenance – 90+	\$150/month/animal
Animal License Fee	\$Municipality fee
Animal License Administration fee	\$3/license
Animal Removal Fee	TBD

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO ENTER INTO AN INTERLOCAL AGREEMENT AMONG THE N.J. OFFICE OF HOMELAND SECURITY AND PREPAREDNESS, THE DIVISION OF FIRE SAFETY WITHIN THE N.J. DEPARTMENT OF COMMUNITY AFFAIRS, THE NEW JERSEY TASK FORCE ONE WITHIN THE N.J. OFFICE OF EMERGENCY MANAGEMENT THE URBAN AREA SECURITY INITIATIVE EXECUTIVE COMMITTEE AND VARIOUS EMERGENCY RESPONSE AGENCIES WITHIN THE URBAN AREA SECURITY INITIATIVE AREA

WHEREAS, the N.J. Office of Homeland Security and Preparedness and the City of Hoboken wish to encourage inter-governmental cooperation and planning regarding their common interests in providing effective emergency management services; and

WHEREAS, N.J.S.A. 40:48-5 authorizes a municipality to contract with any public or private entity for the provision of any service which the municipality itself could provide directly; and

WHEREAS, N.J.S.A. 40A:65-4 allows municipalities enter into an agreement with other municipalities to provide or receive any service that each municipality participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the City of Hoboken wishes to enter into the Memorandum of Understanding among the N.J. Office of Homeland Security and Preparedness, the Division of Fire Safety within the N.J. Department of Community Affairs, the New Jersey Task Force One within the N.J. Office of Emergency Management, the Urban Area Security Initiative (the "UASI") Executive Committee and various emergency response agencies within the UASI region, which includes the core Cities of Jersey City and Newark and the contiguous counties of Bergen, Essex, Hudson, Morris, Middlesex, Passaic and Union (the "Memorandum of Understanding"); and a copy of the Memorandum of Understanding is attached hereto;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the Mayor is permitted to enter into the Memorandum of Understanding, a copy of which is attached hereto.

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

Date of Meeting: January 22, 2014

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

Sponsored by: P. Gammara
Seconded by: [Signature]

CITY OF HOBOKEN
RESOLUTION # _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO AN INTER-LOCAL SERVICES AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY AND THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT

WHEREAS, the New Jersey Department of Law and Public Safety with the New Jersey Office of Emergency Management and the City of Hoboken (hereinafter collectively referred to as the "Parties") wish to encourage inter-governmental cooperation and planning with regard to their common interests in the provision of effective Emergency Management services (the "services"); and

WHEREAS, the Parties recognize that inter-local government service agreements may yield certain economics and efficiencies to the Parties in the delivery of the services; and

WHEREAS, N.J.S.A. 40:48-5 authorizes a municipality to contract with any public or private entity for the provision of any service which the municipality itself could provide directly; and

WHEREAS, the "Inter-local Services Act", N.J.S.A. 10:8A-1, et seq., authorizes local units of this State to enter into a contract with any other local unit or units for the joint provision within their several jurisdictions of any services which any party to the Agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Parties have negotiated the attached Agreement relating to the services referenced above,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hoboken, in the County of Hudson and State of New Jersey, as follows:

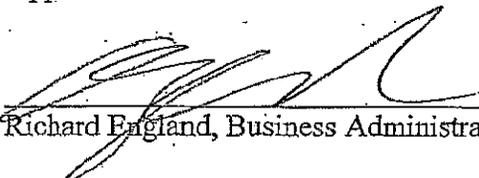
1. That the City of Hoboken is hereby authorized to enter into the attached Inter-local Services Agreement, pursuant to N.J.S.A. 40:48-5 and N.J.S.A. 40:8A-1, et seq. which permits the New Jersey Department of Law and Public Safety and the New Jersey Office of Emergency Management, under the terms and conditions referenced in the attached Agreement.
2. That the Mayor or his designee is authorized to execute and the Municipal Clerk to attest the attached Agreement on behalf of the City of Hoboken.

3. That the Agreement shall not become effective until such time as the governing bodies of both Agencies have duly authorized their appropriate Municipal Officials to execute and attest the attached Agreement, and the Agreement has been fully executed and attested.
4. That this Resolution shall also permit the parties to enter into the same arrangement with each other as to such other vehicle(s) and equipment that either party may wish loan to the other, as may be needed on a case by case basis. If so, then all of the terms and conditions contained within the attached Agreement shall also be applicable to such other vehicle(s) and/or equipment.
5. That a certified copy of this Resolution (along with the attached Agreement) shall be provided to each of the following
 - (a.) New Jersey Office of Emergency Management
 - (b.) New Jersey Department of Law and Public Safety
 - (c.) James J. Farina, City Clerk, City of Hoboken
 - (d.) Joseph S. Sherman, Hoboken Corporation Counsel
 - (e.) John Cassesa, Fire Chief, Hoboken
 - (f.) Richard England, Business Administrator, Hoboken

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Hoboken, in the County of Hudson and State of New Jersey, as follows:

1. The above recitals are incorporated herein as though fully set forth at length;
2. The Council of the City of Hoboken hereby authorizes the Mayor or his designee to execute any and all documents and take any actions necessary to complete and realize the intent and purpose of this resolution.
3. This Resolution shall be in effect immediately.

Approved:


Richard England, Business Administrator

Approved to form:


Joseph S. Sherman, Corporation Counsel
**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:**

Meeting Date: December 7, 2005

DEC 7, 2005


James J. Farina

METRO USAR STRIKE TEAM

MEMORANDUM OF UNDERSTANDING AMONG THE OFFICE OF THE ATTORNEY GENERAL WITHIN THE DEPARTMENT OF LAW AND PUBLIC SAFETY, THE DIVISION OF FIRE SAFETY WITHIN THE DEPARTMENT OF COMMUNITY AFFAIRS, THE NEW JERSEY TASK FORCE ONE WITHIN THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT, THE URBAN AREA SECURITY INITIATIVE (UASI) WORKING GROUP AND VARIOUS FIRE DEPARTMENT WITHIN THE UASI REGION WHERE EQUIPMENT WILL BE STATIONED.

THE PARTIES TO THIS MOU DESIRE TO COOPERATE WITH EACH OTHER ON THE PURCHASE, USE AND SHARING OF URBAN SEARCH AND RESCUE (USAR) EQUIPMENT BY THE NEW JERSEY METRO USAR STRIKE TEAM (METRO STRIKE TEAM). THEY RECOGNIZE THAT SUCH COOPERATION AND SHARED USE IS CRITICAL TO AN EFFECTIVE, REGIONAL RESPONSE. THE EQUIPMENT WILL BE PAID FOR BY A FEDERAL HOMELAND SECURITY GRANT TO THE NEW JERSEY URBAN AREA SECURITY INITIATIVE (UASI).

WHEREAS, THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS/ODP) ISSUED A GRANT (FY 03-04) TO THE NEW JERSEY UASI TO FUND SEVERAL INITIATIVES INCLUDING ONE TO FORM AND EQUIP WITH SPECIAL APPARATUS, A USAR "FIRST RESPONDER" STRIKE TEAM; AND

WHEREAS, THE UASI WORKING GROUP, IN NOVEMBER 2003, FORMED THE UASI METRO USAR STRIKE TEAM ("STRIKE TEAM") TO PROVIDE THE UASI REGION WITH A RAPID, FIRST RESPONSE CAPABILITY TO ACTS OF TERRORISM AND OTHER NATURAL DISASTERS, ESPECIALLY WHEN THESE EVENTS TAKE PLACE IN TRANSPORTATION INFRASTRUCTURES SUCH AS BRIDGES, TUNNELS AND RAILWAYS; AND

WHEREAS, THE PARTIES INTEND THAT A WELL EQUIPPED AND TRAINED UASI "STRIKE TEAM," OPERATING IN PARTNERSHIP WITH NEW JERSEY TASK FORCE ONE, THE STATE'S USAR TEAM, WILL BE ABLE TO PROVIDE THE UASI REGION AND THE STATE WITH THE NEEDED RESPONSE CAPABILITY; AND

WHEREAS, THE UASI WORKING GROUP DECIDED THAT IN ORDER TO MAXIMIZE THE ADVANTAGE OF PURCHASING USAR EQUIPMENT THROUGH A SINGLE POINT AND TO EFFECTIVELY DEPLOY THE EQUIPMENT AND TRAIN PERSONNEL THROUGHOUT THE ENTIRE REGION, THAT IT WOULD REQUEST THE STATE TO RETAIN APPROXIMATELY 9.3 MILLION DOLLARS OF UASI GRANT FUNDS TO PURCHASE THE EQUIPMENT AND DEPLOY IT IN FIRE DEPARTMENTS WITHIN THE UASI.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. THE PARTIES TO THIS MOU ARE:

THE OFFICE OF THE ATTORNEY GENERAL (OAG) WITHIN THE DEPARTMENT OF LAW AND PUBLIC SAFETY, AS STATE ADMINISTRATIVE AGENCY FOR HOMELAND SECURITY GRANTS.

THE DIVISION OF FIRE SAFETY WITHIN THE DEPARTMENT OF COMMUNITY AFFAIRS.

NEW JERSEY TASK FORCE ONE WITHIN THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT.

THE UASI WORKING GROUP, ON BEHALF OF THE CORE CITIES OF JERSEY CITY AND NEWARK AND THE SIX CONTIGUOUS COUNTIES OF BERGEN, ESSEX, HUDSON, MORRIS, PASSAIC AND UNION, ALL OF WHOM COMPRISE THE NEW JERSEY UASI REGION.

THE FIRE DEPARTMENTS OF ELIZABETH, BAYONNE, HOBOKEN, PATERSON, HACKENSACK, MORRISTOWN, NEWARK, JERSEY CITY AND THE NORTH HUDSON REGIONAL FIRE AND RESCUE DEPARTMENT. THESE NINE DEPARTMENTS ARE WITHIN THE UASI REGION. EACH WILL HOST A RESCUE VEHICLE AND CONTRIBUTE TRAINED PERSONNEL.

2. DEFINITIONS:

THE FOLLOWING TERMS SHALL HAVE THE FOLLOWING MEANINGS WHEN USED IN THIS AGREEMENT.

THE DIVISION OF FIRE SAFETY MEANS A UNIT WITHIN THE DEPARTMENT OF COMMUNITY AFFAIRS. THE DIRECTOR OF THIS DIVISION WILL FACILITATE USE AND DEPLOYMENT OF THE EQUIPMENT PURSUANT TO THE POWERS GRANTED TO HIM UNDER THE FIRE SERVICE RESOURCE EMERGENCY DEPLOYMENT ACT (N.J.S.A.52:14E-11 ET. SEQ.).

EQUIPMENT MEANS SEARCH AND RESCUE VEHICLES AND OTHER RESCUE DEVICES WHICH INCLUDE:

NINE (9) HEAVY RESCUE VEHICLES.
PARATECH STRUTS FOR SHORING AND TRENCHING.
STANLEY HYDRAULIC TOOL SET.
HOLMATRO HYDRAULIC RESCUE SET.
HOLMATRO LOW PROFILE JACKS.
HIGH INTENSITY BATTERY POWERED PORTABLE LIGHTING.

HIGH CAPACITY TOOL BATTERIES.
HILTI POWER TOOL SET WITH EXTENSION CORDS.
RIGGING EQUIPMENT.
SHORING EQUIPMENT.
EMS EQUIPMENT.
RECON 2 SEARCH CAMERAS.
AIR MONITORING EQUIPMENT.
PERSONAL PROTECTIVE EQUIPMENT.
INTEROPERABLE COMMUNICATION EQUIPMENT.

EACH VEHICLE DESCRIBED ABOVE SHALL BE EQUIPPED WITH A LIGHT AND SIREN PACKAGE. EACH VEHICLE SHALL MEET ALL NFPA GUIDELINES. THE APPENDIX TO THIS MOU DETAILS WHERE THE EQUIPMENT WILL BE DEPLOYED.

NEW JERSEY TASK FORCE ONE MEANS AN ARM OF THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT WHICH PROVIDES ADVANCED USAR CAPABILITY THROUGHOUT THE STATE.

NEW JERSEY METRO USAR STRIKE TEAM ("METRO STRIKE TEAM") MEANS THE GROUP OF NINE MUNICIPAL FIRE DEPARTMENTS WHO ARE PARTIES TO THIS MOU. THE "METRO STRIKE TEAM" WAS CONCEIVED AND ORGANIZED BY THE UASI WORKING GROUP TO PROVIDE A WELL TRAINED AND EQUIPPED FIRST RESPONSE, URBAN SEARCH AND RESCUE CAPABILITY FOR THE UASI REGION AND TO OPERATE IN COMPLIMENT TO THE NEW JERSEY TASK FORCE ONE AND SIMILAR FEDERAL (FEMA) RESPONSE FORCES. REPRESENTATIVES OF THE NINE DEPARTMENTS WILL MAKE UP THE METRO STRIKE TEAM ADVISORY BOARD.

UASI MEANS THE CORE CITIES OF JERSEY CITY AND NEWARK AND THE CONTIGUOUS COUNTIES OF BERGEN, ESSEX HUDSON, MORRIS, PASSAIC AND UNION.

UASI WORKING GROUP MEANS A MULTI-DISCIPLINE GROUP OF REPRESENTATIVES FROM THE TWO CORE CITIES AND SIX CONTIGUOUS COUNTIES WHO MEET AND PLAN WITH REPRESENTATIVES FROM STATE AGENCIES, FOR EFFECTIVE REGIONAL RESPONSE TO ACTS OF TERRORISM AND NATURAL DISASTERS.

3. POINTS OF CONTACT:

EVERY PARTY TO THIS MEMORANDUM SHALL PROVIDE EVERY OTHER PARTY IN WRITING OR BY E-MAIL, WITH THE NAME AND CONTACT INFORMATION OF A SINGLE POINT OF CONTACT (SPOC) FOR PURPOSES OF EXCHANGING INFORMATION ABOUT THE EQUIPMENT. IF THE INFORMATION CHANGES, THIS NOTIFICATION PROCEDURE SHALL BE REPEATED WITHIN THREE (3) WORKING DAYS.

4. USE AND MARKINGS OF EQUIPMENT:

THE PARTIES AGREE THAT THE EQUIPMENT SHALL BE USED FOR APPROPRIATE TRAINING, EXERCISES AND TO RESPOND TO INCIDENTS WHERE SUCH EQUIPMENT AND EXPERTISE IS NEEDED. THIS INCLUDES RESPONDING TO MUTUAL AID REQUESTS IN ACCORDANCE WITH PARAGRAPH 7 OF THIS MOU. THE RESCUE VEHICLES WILL BE DIRECTLY DELIVERED TO EACH FIRE DEPARTMENT. EACH VEHICLE WILL BE PAINTED IN ITS HOST'S COLORS WITH A UASI/ USAR STRIKE TEAM LOGO ON THE REAR PASSENGER COMPARTMENT DOORS. HOST DEPARTMENTS MAY "LETTER" THE RESCUE TRUCKS IN THEIR CUSTOMARY STYLE. STORAGE OF EQUIPMENT IN THE VEHICLES MUST REMAIN AS DELIVERED TO INSURE UNIFORMITY, STANDARDIZATION AND INTEROPERABILITY. ANY HOST DEPARTMENT THAT DESIRES TO WITHDRAW FROM THIS MEMORANDUM MAY DO SO BUT, THE EQUIPMENT IT HAS RECEIVED SHALL BE RETURNED TO THE COUNTY WHERE THE WITHDRAWING HOST IS LOCATED, FOR A SUM NOT TO EXCEED ONE DOLLAR (\$1.00). THE EQUIPMENT SHALL BE TITLED TO ANOTHER FIRE DEPARTMENT WITHIN THE COUNTY, AS DIRECTED BY THE COUNTY, IN CONSULTATION WITH THE COUNTY FIRE COORDINATOR.

5. TRAINING AND EXERCISING:

THE FIRE DEPARTMENTS PARTICIPATING IN THE "METRO STRIKE TEAM" AGREE TO TRAIN A MINIMUM OF FORTY (40) OF THEIR MEMBERS/EMPLOYEES AS REQUIRED BY NEW JERSEY TASK FORCE ONE IN CONSULTATION WITH THE METRO STRIKE TEAM ADVISORY BOARD. PREREQUISITES ARE HAZ MAT OPERATIONS, WMD OPERATIONS AND BASIC ROPE RESCUE. THE REQUIRED COURSES ARE: CONFINED SPACE OPERATIONS, ROPE RESCUE OPERATIONS, STRUCTURAL COLLAPSE 1 AND 2 AND TRENCH RESCUE OPERATIONS. THE TRAINING PROGRAM WILL CONCLUDE WITH A TUNNEL EXERCISE AT THE CENTER FOR NATIONAL RESPONSE (CNR) IN STANDARD, WEST VIRGINIA OR AT SOME OTHER FACILITY IF CNR IS UNAVAILABLE.

6. RESPONSIBILITIES OF THE PARTIES:

THE OFFICE OF THE ATTORNEY GENERAL SHALL BE RESPONSIBLE FOR PURCHASING THE EQUIPMENT AND FOR ITS INITIAL DEPLOYMENT AS DIRECTED BY THE UASI WORKING GROUP.

NEW JERSEY TASK FORCE ONE SHALL BE RESPONSIBLE FOR PROVIDING PURCHASING INFORMATION ABOUT THE EQUIPMENT TO OAG AS WELL AS TRAINING AND EXERCISING OF PERSONNEL AS DESCRIBED IN PARAGRAPH 5, SUBJECT TO THE AVAILABILITY OF FUNDING FOR SUCH SERVICE.

THE HOST FIRE DEPARTMENTS OR THE LOCAL GOVERNMENTS WHERE THE FIRE DEPARTMENTS ARE LOCATED SHALL BE THE TITLE HOLDERS OF THE EQUIPMENT. THEY SHALL BE RESPONSIBLE FOR (1) MAINTENANCE OF THE EQUIPMENT IN PROPER WORKING ORDER, IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND NFPA GUIDELINES; AND (2) STORAGE OF IT IN A SAFE, SECURE AND HEATED INDOOR LOCATION AND (3) EXPENSES INCIDENT THERETO.

THE HOST FIRE DEPARTMENTS AGREE THAT PERSONS ASSIGNED TO OPERATE THE EQUIPMENT WILL HAVE FULFILLED TRAINING REQUIREMENTS IN ACCORDANCE WITH STANDARDS SET FORTH IN THIS MOU AND IN ANY SUBSEQUENT OPERATING PROCEDURES ADOPTED BY THE "METRO STRIKE TEAM".

THE HOST FIRE DEPARTMENTS WILL PROVIDE ADEQUATE INSURANCE COVERING LOSS OF OR DAMAGE TO THE EQUIPMENT AND FOR ALL LIABILITY CLAIMS ARISING OUT OF ITS USE. THEY MAY SELF INSURE AGAINST SUCH RISKS IN ACCORDANCE WITH APPLICABLE STATE LAWS AND REGULATIONS.

7. MUTUAL AID:

THIS EQUIPMENT IS BEING PROVIDED TO THE HOST FIRE DEPARTMENTS AS A PART OF THE FEDERAL/STATE HOMELAND SECURITY EFFORT TO CREATE A REGIONAL CAPABILITY, INVOLVING THE COOPERATION OF MANY SEPARATE JURISDICTIONS, TO RESPOND TO ANY INCIDENT THAT REQUIRES USAR EXPERTISE.

SUBJECT TO THE PROVISIONS OF THE NEW JERSEY CIVILIAN DEFENSE AND DISASTER CONTROL ACT (NISA APP. A:9-34) AUTHORIZING THE GOVERNOR TO UTILIZE AND EMPLOY ALL RESOURCES OF STATE AND LOCAL GOVERNMENT DURING AN EMERGENCY AND THE INTERSTATE CIVIL DEFENSE AND DISASTER COMPACT ACT (NISA 38A:20-3) PROVIDING FOR MUTUAL AID COMPACTS

AMONG THE STATES IN MEETING AN EMERGENCY AND THE EMERGENCY MANAGEMENT ASSISTANCE COMPACT (NISA 38A:20-4) PROVIDING FOR INTERSTATE MUTUAL ASSISTANCE TO SHARE RESOURCES IN ORDER TO MANAGE ANY EMERGENCY, MUTUAL AID ENTAILING THIS EQUIPMENT SHALL BE PROVIDED IN ACCORDANCE WITH:

A. PLANS MADE BETWEEN OR AMONG MUNICIPALITIES UNDER NISA 40A:14-156.1 ET. SEQ. ENTITLED AGREEMENTS BETWEEN MUNICIPALITIES FOR MUTUAL POLICE OR FIRE AID IN EMERGENCY AND

B. PLANS MADE AND ORDERS ISSUED PURSUANT TO PROVISIONS OF THE FIRE SERVICE RESOURCE EMERGENCY DEPLOYMENT ACT (NISA 52:14E-11 ET. SEQ.).

C. ANY COUNTY OR REGIONALLY APPROVED EMERGENCY OPERATIONS PLAN.

THE ELIZABETH FIRE DEPARTMENT WILL ACT AS THE CENTRAL DISPATCH FOR ALL REQUESTS FOR MUTUAL AID THAT INVOLVE THE METRO USAR STRIKE TEAM. DISPATCH CONTACT INFORMATION WILL BE DISSEMINATED THROUGHOUT THE UASI REGION BY THE UASI WORKING GROUP.

THE PERSONS, EQUIPMENT AND RESOURCES OF ALL FIRE DEPARTMENTS RESPONDING WITH THIS EQUIPMENT SHALL CONFORM TO THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS). THE PERSONS AND EQUIPMENT SHALL REMAIN UNDER THE OPERATIONAL CONTROL OF THE INCIDENT COMMANDER/UNIFIED COMMAND FROM THE TIME OF ARRIVAL AT THE DESIGNATED LOCATION FOR STAGING OR RESPONSE. SUPERVISORY PERSONNEL OF EACH RESPONDING FIRE DEPARTMENT SHALL RETAIN DIRECT SUPERVISION AND CONTROL OVER THEIR OWN PERSONNEL AND EQUIPMENT. THE INCIDENT COMMANDER/UNIFIED COMMAND SHALL ASSIGN TASKS TO THE SUPERVISORY PERSONNEL WHO SHALL IN TURN, MAKE ASSIGNMENTS TO THEIR OWN PERSONNEL. IF AVAILABLE, A CHIEF OFFICER SHOULD BE SENT WITH EACH RESPONDING UNIT IN ORDER TO ASSIST THE INCIDENT COMMANDER WITH OVERALL MANAGEMENT OF THE SCENE. THE CHIEF OFFICER DOES NOT HAVE TO BE SENT FROM THE ON-DUTY PERSONNEL. A RESPONDING UNIT SHALL CONSIST OF ONE OFFICER AND FIVE PROPERLY TRAINED PERSONNEL.

THE HOST FIRE DEPARTMENTS WHERE THE EQUIPMENT IS HELD MAY AND ARE EXPECTED TO USE THE EQUIPMENT TO RESPOND TO LOCAL INCIDENTS AS PART OF THEIR NORMAL OPERATIONS. THAT INCLUDES RESPONDING AS AGREED TO UNDER LOCAL OR REGIONAL MUTUAL AID COMPACTS OR AGREEMENTS.

THE PARTIES TO THIS MOU WILL CONTINUE TO WORK AMONG THEMSELVES TO DEVELOP ADDITIONAL PROCEDURES FOR RENDERING MUTUAL AID.

8. DELIVERY OF EQUIPMENT AND RECORD KEEPING:

ALL EQUIPMENT SHALL BE RECEIVED BY THE HOST FIRE DEPARTMENT DIRECTLY. THE HOST FIRE DEPARTMENT SHALL BE RESPONSIBLE FOR MAINTAINING WRITTEN RECORDS REGARDING RECEIPT, POSSESSION AND REGULAR MAINTENANCE OF THE EQUIPMENT.

9. EFFECTIVE DATE / TERMINATION DATE:

THE TERMS OF THIS MEMORANDUM WILL BECOME EFFECTIVE ON THE DATE LISTED ON THE LAST PAGE OF THIS DOCUMENT AND RELATE BACK TO AND INCLUDE THE ACTIONS THAT HAVE ALREADY TAKEN PLACE IN FURTHERANCE THEREOF. THE MEMORANDUM WILL TERMINATE AT 11 P.M. ON THE LAST DAY OF THE TENTH YEAR AFTER IT BECOMES EFFECTIVE.

10. MODIFICATION:

THE MEMORANDUM MAY BE MODIFIED AT ANY TIME BY MUTUAL WRITTEN AGREEMENT OF THE PARTIES.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS FOLLOWS.

OFFICE OF THE ATTORNEY GENERAL WITHIN THE DEPARTMENT OF LAW AND PUBLIC SAFETY.

BY:
DATE:

THE DIVISION OF FIRE SAFETY WITHIN THE DEPARTMENT OF COMMUNITY AFFAIRS.

BY:
DATE:

THE URBAN AREA SECURITY INITIATIVE (UAS) WORKING GROUP

BY:
DATE:

THE FIRE DEPARTMENT OF ELIZABETH

BY:
DATE

THE FIRE DEPARTMENT OF BAYONNE

BY:
DATE:

THE FIRE DEPARTMENT OF HOBOKEN

Chief John Jones

BY:
DATE: 2/8/05

THE FIRE DEPARTMENT OF HACKENSACK

BY:
DATE:

THE FIRE DEPARTMENT OF PATERSON

BY:
DATE:

THE FIRE DEPARTMENT OF MORRISTOWN

BY:
DATE:

THE NORTH HUDSON REGIONAL FIRE AND RESCUE DEPARTMENT

BY:
DATE:

THE FIRE DEPARTMENT OF NEWARK

BY:
DATE:

THE FIRE DEPARTMENT OF JERSEY CITY

BY:
DATE:

NEW JERSEY TASK FORCE ONE WITHIN THE NEW JERSEY OFFICE OF
EMERGENCY MANAGEMENT.

BY:
DATE:

Metro USAR Strike Team

Memorandum of Understanding (MOU) among the New Jersey Office of Homeland Security and Preparedness (NJOHSP), the Division of Fire Safety within the Department of Community Affairs, the New Jersey Task Force One (NJTF1) within the New Jersey Office of Emergency Management, The Urban Area Security Initiative (UASI) Executive Committee and various Emergency Response Agencies within the UASI region where equipment will be stationed.

The parties to this MOU desire to cooperate with each other on the purchase, maintenance, response, and/or sharing of Urban Search and Rescue (USAR) equipment by the Metro USAR Strike Team (MUST). They recognize that such cooperation and shared use is critical to an effective regional response. The equipment and maintenance of the equipment will be paid for by a Federal Homeland Security Grant to the New Jersey UASI, if and to the extent permitted under federal grant guidelines.

Whereas, the United States Department of Homeland Security (DHS/OPD) issued a grant (FY 03-04) to the New Jersey UASI to fund several initiatives including one to form and equip with apparatus, a USAR "First Responder" Strike Team; and

Whereas, the UASI Working Group, in November 2003, formed the MUST to provide the UASI Region with a rapid, first response USAR capability to acts of terrorism and other man made or natural disasters, especially when these events take place in transportation infrastructure such as bridges, tunnels and railways; and

Whereas, the MUST was conceived and organized by the UASI Working Group to provide a well trained and equipped first response, USAR capability for the UASI Region and to operate in complement to the NJ-TF1 and similar FEMA response forces; and

Whereas, the parties intend that a well-equipped and trained UASI "Strike Team", operating in partnership with NJ-TF1, the State's USAR Team, will be able to provide the UASI Region and the State with the needed response capability; and

Whereas, the MUST Advisory Board shall establish a single point of purchase, as approved by the MUST Advisory Board, to administer backfill and other costs associated with the Annual MUST Exercise, procurement and backfill of other training approved by the MUST Advisory Board and procurement of all MUST equipment, maintenance, calibration, replenishment and inventory maintenance.

1. **The Parties to this MOU are:**

The **New Jersey Office of Homeland Security**, as the State Administrative agency for Homeland Security Grants,

The **Division of Fire Safety** within the Department of Community Affairs

New Jersey Task Force 1 within the Office of Emergency Management

The **UASI Executive Committee**, on behalf of the core cities of Jersey City and Newark and the seven (7) contiguous counties of Bergen, Essex, Hudson, Middlesex, Morris, Passaic and Union

The **Host Emergency Services Entities** which are the eleven (11) Departments within the UASI Region, each of which will host a rescue vehicle(s) and equipment and contribute trained personnel. (as listed on signatory page)

The **Port Authority of New York and New Jersey**, Port Authority Police Department

2. **Definitions**

The following terms shall have the following meanings when used in this agreement:

The Division of Fire Safety means the Division of Fire Safety within the Department of Community Affairs. The Director of this Division will facilitate use and deployment of the Equipment pursuant to the powers granted to him under the Fire Service Resource Deployment Act (N.J.S.A. 52:14E-11 et. seq.)

USAR Equipment means Search and Rescue Vehicles and other Rescue devices which include, but are not limited to:

- Eleven (11) Heavy Rescue Vehicles
- Four (4) Shoring Support Vehicles
- Rescue Equipment as inventoried by the MUST Equipment Manager.
- MUST Rescue Equipment Training cache as inventoried by the MUST Equipment Manager.

Metropolitan Urban Search and Rescue ("MUSAR") means the eleven (11) Host Emergency Services Entities within the USAI

Region, each of which will host a rescue vehicle and equipment and contribute trained personnel.

The MUST Advisory Board means the board is comprised of one representative from each of the eleven (11) Host Emergency Response Entities that are signatories to this Memorandum of Understanding. The Board shall elect a chair and vice chair annually and shall meet at the call of the chair or the NJOHSP.

New Jersey Task Force-One (NJ-TF1) means an arm of the New Jersey Office of Emergency Management which provides USAR capability throughout the State.

New Jersey Metro USAR Strike Team (MUST) means the group of eleven (11) Host Emergency Response Entities that are parties to this MOU.

UASI means the core Cities of Jersey City and Newark and the contiguous counties of Bergen, Essex, Hudson, Morris, Middlesex, Passaic and Union.

UASI Working Group means a multi-discipline group of representatives from the two core cities and seven (7) contiguous Counties who meet and plan with representative from State Agencies, for effective regional USAR response to acts of terrorism, natural and man-made disasters, and to answer requests made by Incident Commanders of Emergency Scenes.

3. Points of Contact

Each party to this memorandum shall provide every other party, in writing or by e-mail, with the name and contact information of a single point of contact (SPOC) for purposes of exchanging information. Each party shall notify every other party of any change in the information for the SPOC within three (3) working days of such change.

4. Use and Markings of Equipment

The parties agree that USAR equipment shall be used for appropriate training, exercises and to respond to incidents where such equipment and expertise is needed. This includes responding to Mutual Aid requests in accordance with paragraph 7 of this MOU. Each USAR vehicle shall be painted in its Host's colors with a UASI/MUST Logo on the rear passenger doors. Host Departments shall "letter" the Rescue Trucks in

their customary style. To ensure uniformity, standardization and interoperability, all equipment in Search and Rescue Vehicles shall be stored in the manner prescribed by the MUST Advisory Board.

5. Training and Exercising

Each of the MUSAR entities participating in this Memorandum of Understanding agrees to train and maintain at least forty (40) of their members/employees as required by the MUST Advisory Board.

Members shall receive training in the prerequisite courses in Haz-Mat Operation, WMD Operation and Basic Rope Rescue. Members shall also receive training in the four (4) core courses of Structural Collapse Rescue 1, Structural Collapse Rescue 2, Confined Space Awareness/Operations/ Rope Rescue & Rigging, and Trench Rescue Operations I and Trench Rescue Operations II. It is required that these four (4) core training courses be delivered by NJ-TF1 and that all attendees have completed the pre-requisite training.

It is further understood that when mutually agreed upon, in the event that NJ-TF1 is unable to deliver one of the four core courses, that the MUST Advisory Board, in consultation with the UASI Executive Committee, UASI Working Group and NJ-TF1, may authorize an independent procurement for that particular training course.

NJ-TF1 shall also be the training entity that provides re-fresher training for all of the required four core courses. These re-fresher training courses shall be scheduled regionally whenever possible. It is also understood that each MUSAR team will maintain up to date training records of all 40 members assigned to the team and assure that the attendees at the re-fresher training have attended the original training at Lakehurst.

The MUST Advisory Board shall arrange an annual Exercise of the MUST. This Exercise shall be administered by the MUST Advisory Board with support from NJ-TF1, the NJDFS and other agencies as deemed appropriate by the MUST Advisory Board. NJ-TF1 support shall include: planning, controller(s) and evaluator(s). It is also agreed that one exercise every three years shall be a joint exercise between MUST and NJ-TF1 and shall be conducted at Lakehurst, unless otherwise agreed upon.

This joint exercise shall simulate the response of MUST to an event and the transition to NJ-TF1.

6. Responsibilities of the Parties

A. MUST Advisory Board shall determine the entity that shall serve as the single point of purchase for USAR equipment, MUST training and the MUST exercise. The single point of contact shall administer back fill for the Annual MUST Exercise, and for additional MUST training approved by the MUST Advisory Board. This single point of purchase shall be responsible for any reimbursements required as a result of any deployment or exercises.

B. MUSAR entities or the local governments where the Emergency Service Entities are located, as defined by MUST Advisory Board and approved by the UASI Executive Committee and Office of Homeland Security and Preparedness, shall be the title holders of the equipment. They shall be responsible for maintenance of the search and rescue vehicles and equipment in proper working order, in accordance with the manufacturer's recommendations and NFPA guidelines; storage of USAR equipment in a safe, secure and heated indoor location; inventory of all MUST equipment; and, expenses incident thereto. These Host Emergency Services Entities may submit requests for replacement equipment and/or reimbursement for any repairs or maintenance above preventative maintenance to the MUST Advisory Board. These requests shall be approved through the MUST Advisory Board, through the CBRNE/Fire Subgroup and with final approval by the UASI Executive Committee.

C. MUSAR entities agree that only persons who have been USAR trained in accordance with standards set forth in this MOU and any subsequent operating procedures adopted by the MUST shall be assigned to operate USAR vehicles and equipment.

D. MUSAR entities shall provide adequate insurance covering loss of or damage to the USAR equipment and for full liability claims arising out of its use. This insurance shall include: Comprehensive General Liability Insurance and Motor Vehicle Liability Insurance. They may self-insure against such risks in accordance with applicable State Laws and Regulations.

E. NJ-TF1 will be responsible for training of MUST personnel in the four (4) core classes as defined in Section #5 of

this MOU. The Core Classes shall be provided through an appropriate accredited institution or vendor. If at any point, NJ-TF1 cannot provide the required training or the number of requested courses, the MUST Advisory Board retains the right to seek outside approved vendors through the single point of purchase. NJ-TF1 shall be responsible for all reimbursements, including back fill, associated with the delivery of the 4 core training courses at Lakehurst. The MUST Advisory Board shall be responsible for all costs/reimbursements for core training approved by NJ-TF1 and the Must Advisory Board in the event the training is procured outside of NJ-TF1/Lakehurst.

7. Mutual Aid

The parties agree that this equipment is being provided to the MUSAR entity as a part of the Federal/State Homeland Security effort to create a regional urban search and rescue capability, involving the cooperation of many separate jurisdictions, to respond to any incident that requires USAR expertise which includes but is not limited to: Structural Collapse Rescue, Trench Rescue, Confined Space Rescue, Rope Rescue, and Heavy Rescue.

The MUST/MUSAR equipment provided herein may be made available for use pursuant to a mutual aid agreement or mutual aid compact, as provided by law.

The MUSAR entities where the equipment is held may and are expected to use the USAR equipment to respond to local incidents as part of their normal operations. That includes responding as agreed to under the local or regional mutual aid compacts or agreements.

The parties to this MOU will continue to work among themselves to develop additional procedures for rendering mutual aid.

8. Delivery of Equipment and Record Keeping

All MUST equipment shall be received by the MUSAR entities directly after it has been procured. The MUSAR entity shall be responsible for maintaining written records regarding receipt, possession and regular maintenance of the equipment and for maintain an inventory of all equipment. This inventory shall be maintained by the MUSAR entity and become part of a regional asset inventory. This inventory shall be shared with and maintained NJ-TF1 annually.

9. Withdrawal

Any Host Department that desires to withdraw from this memorandum may do so, in writing, to the New Jersey Office of Homeland Security and Preparedness, Metro USAR Strike Team Chairman, and the New Jersey Division of Fire Safety UASI Regional Coordinator 120 days prior to demobilization of the Rescue Truck. The reallocation of the Rescue Truck and Equipment will be the responsibility of the MUST Advisory Board to include the NJDFS UASI Regional Coordinator. The Vehicle and equipment will be transferred to the identified agency for a sum not to exceed one dollar (\$1.00).

10. Effective Date/Termination Date

The terms of this Memorandum will become effective on the date listed on the last page of this document and relate back to and include the actions that have already taken place in furtherance thereof. The memorandum will terminate at 11 P.M. on the last day of the fifth year after it becomes effective.

11. Modification

The Memorandum may be modified at any time by mutual written agreement of the parties.

In witness whereof, the parties hereto have caused this agreement to be executed as follows:

NJOHSP, Director

Emergency Management Section, Supervisor

Acting Director, Division of Fire Safety

UASI Executive Committee, Chair

MUST Advisory Board, Chair

Elizabeth Fire Department, Chief

Bayonne Fire Department, Chief

Hoboken Fire Department, Chief

Paterson Fire Department, Chief

Hackensack Fire Department, Chief

Morristown Fire Department, Chief

Newark Fire Department, Chief

Jersey City Fire Department, Chief

North Hudson Regional Fire Department, Chief

Middlesex County

Port Authority Police Department, Chief



CITY OF HOBOKEN
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE
ISO Class 1 Department
HEADQUARTERS
201 Jefferson Street, Hoboken, N.J. 07030



RICHARD BLOHM
CHIEF OF DEPARTMENT

PHONE (201) 420-2258
FAX (201) 420-2224

Date: January 10, 2014
To: Honorable Mayor Dawn Zimmer
From: Richard Blohm
Fire Chief
Re: UASI MOU

Dear Mayor:

Prior to my becoming Fire Chief my predecessor entered Hoboken into a 10 year MOU with the NJ Office of Homeland Security (law dept has this document) regarding UASI. When we entered this MOU we received a Rescue Truck along with a significant amount of rescue equipment which they encouraged us to use on a daily basis in Hoboken to protect our community. We also received periodic, specialized training that was useful to Hoboken and they also provided backfill overtime so that we could send members of our department for this valuable training at the Lakehurst Naval Base. Additionally over the length of this MOU we continued to receive equipment, training and backfill for overtime. The MOU also stated that if during the 10 year agreement if we were no longer interested in participating we would have to return the vehicle and all the equipment given to us free of charge back to the state for the sum of 1 dollar.

For our part in this MOU we agreed to train a total of 40 members of our department to the level they believe is necessary for rescue operations (at no cost to us) AND if there were a manmade or natural disaster we would respond with that apparatus along with 6 qualified fire officers and firefighters to assist with that emergency. We responded in this manner less than a handful of times during the length of the 10 year MOU.

This MOU has expired and now the state is asking us to sign a new 5 year agreement (law dept has this document) and they would like this signed by the beginning of February. Some things for you to consider are as follows:

Nowhere in the expired MOU does it state that once the MOU expires if we don't sign a new agreement that the Rescue truck and equipment would revert back to the state. However nor does the MOU state that at the end of the 10 year agreement we get to keep everything. The state representative's position at the last UASI meeting which I attended is that although the 10 year agreement we entered into has expired if we don't sign a new agreement we will have to return the apparatus and all the equipment. Their belief is that there is at least another 5 years of service life in this apparatus as per the NFPA (national fire standards group)

There are a total of ten (10) entities that are part of this 10 year MOU which has expired and several of them who attended the very first meetings when the 10 year agreement was being crafted stated it was their understanding once the MOU expired each municipality became the owner of the apparatus and equipment.

Once again the state representative disagreed with this view and stated that there was still useful life in the apparatus and if a new agreement was not signed the apparatus and equipment would revert back for the sum of 1 dollar.

Without this Rescue Truck and equipment the Fire Department will in my opinion be severely hampered in responding to certain types of emergencies for example motor vehicle extrications. You may ask well then let's just sign the new agreement (which I am in favor of doing). However the issue of backfill overtime moving forward was discussed at length. Currently according to the state there is still funding for overtime backfill however they cannot guarantee that it will remain in place for the length of the new 5 year agreement they wish us to enter into. Nor will they put a clause in the agreement that states if the overtime backfill dries up we are no longer obligated to return the equipment if we can't afford to send firefighters to be trained as they may require of us. I spoke to Kim, Director Tooke and Quentin about this and he believes a resolution should be drafted and that you, he and I should meet to answer any questions you may have about this as this is a time sensitive issue. Obviously it will take more than just a memo to you to clearly give you the details you may want prior to making a decision. Please let me know when we can meet to discuss this. I will be out of the office on Tuesday the 14th and Wednesday the 15th.

Respectfully,

Richard Blohm
Fire Chief

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO APPROVE A “LICENSE AGREEMENT” BETWEEN THE
CITY OF HOBOKEN AND THE OWNER OF BLOCK 205 LOT 11 (a/k/a 619 Bloomfield Street)
FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY
ADJACENT TO SAID PROPETY**

WHEREAS, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

WHEREAS, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

WHEREAS, the City of Hoboken desires to grant to Ami Rosenberg, owner of Block 205 Lot 11, more commonly known as 619 Bloomfield Street, Hoboken, such a license.

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

- 1) Approval of the attached “License Agreement” between the City of Hoboken and Ami Rosenberg, owner of Block 205 Lot 11, more commonly known as 619 Bloomfield Street, shall be subject and limited to the specifications included in Exhibit “A” (Studio One architectural drawings dated 01/07/2013);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Meeting Date: January 22, 2014

Approved:

Approved as to Form:

Quentin Wiest, Business Administrator

Mellissa Longo, Esq., Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Councilman Bhalla				
Councilwoman Castellano				
Councilman Cunningham				
Councilman Doyle				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Giattino				

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2014, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSOR**”) and **AMI ROSENBERG**, owner of 619 Bloomfield Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSEE**”)

WITNESSETH

WHEREAS, the **LICENSOR** owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Bloomfield Street R.O.W.; and

WHEREAS, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of excavating and enlarging the basement areaway and stairs, constructing a new retaining wall, and replacing the paving in the front courtyard area at the Bloomfield Street entrance of the building; and

WHEREAS, the area of encroachment will be comparable to other such encroachments along Bloomfield Street and shall not impede pedestrian egress along the block; and

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

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

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

- 1) The **LICENSOR** hereby grants the **LICENSEE**, its agents, servants and assigns the right, privilege and license to use the property described in Exhibit “A” (License Area) to enlarge the basement areaway and stairs and attain ingress and egress to and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by **LICENSOR** or **LICENSEE** without cause upon 90 day written notice, and may be terminated by the **LICENSOR** upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.
- 3) The **LICENSOR** retains the right to use the license area in any manner not inconsistent with the rights herein granted to the **LICENSEE** provided, however, that the **LICENSOR** shall not disturb the structural elements in any way without prior written notice to the **LICENSEE**.
- 4) The **LICENSEE** expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the **LICENSOR**, its servants, agents, employees, or assigns.

- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.

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

LICENSOR: the CITY OF HOBOKEN (on behalf of the General Public)

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: BRIAN MALONEY, owner in fee of Block 205 Lot 11, more commonly known as 619 Bloomfield Street, Hoboken, NJ.

Signed: _____
Ami Rosenberg, Owner, 619 Bloomfield Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

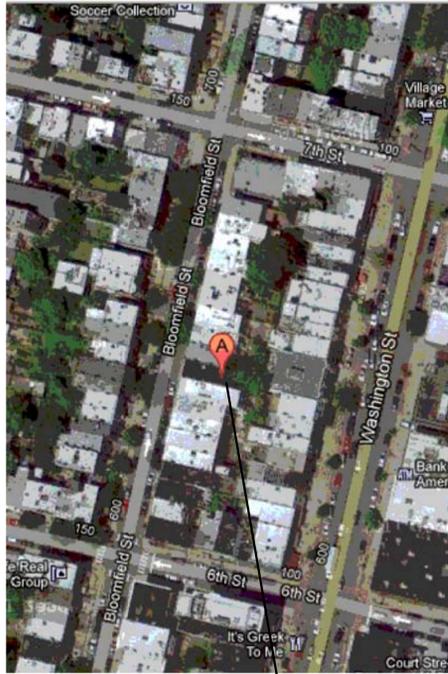
The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2014.

Notary Public: _____
(Signature of Notary Public)

EXHIBIT A

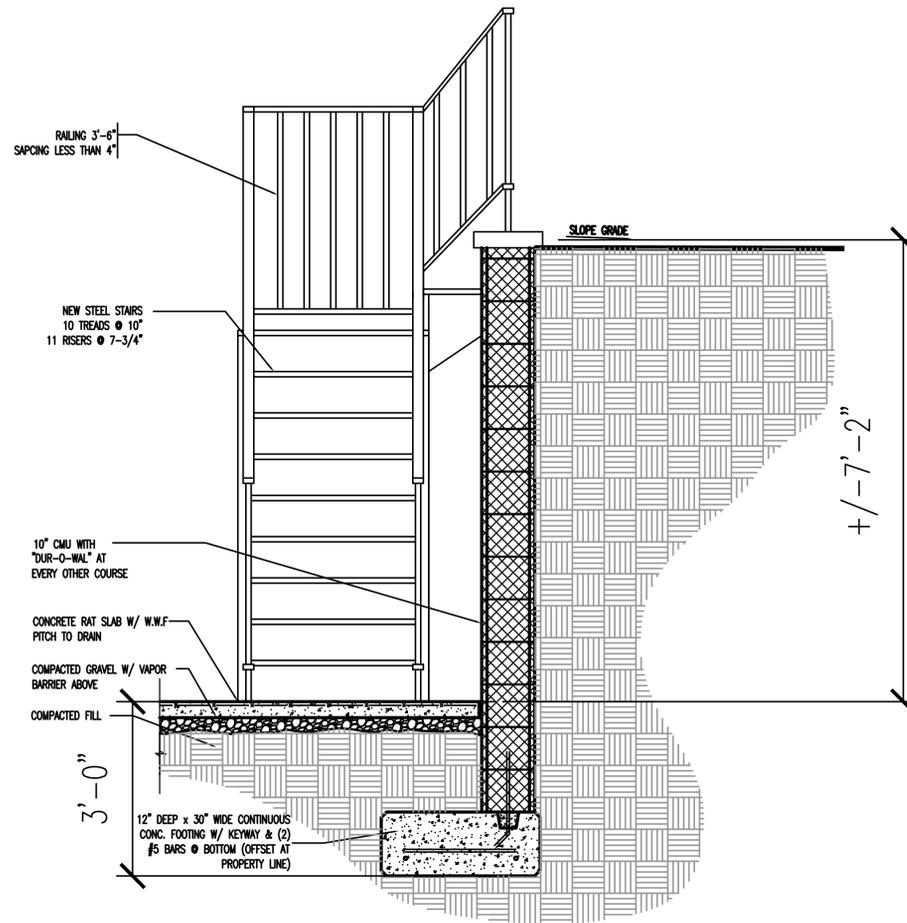
Architectural drawings dated 01/07/2013
showing detail of the Areaway and Stair encroachment

One (1) Page

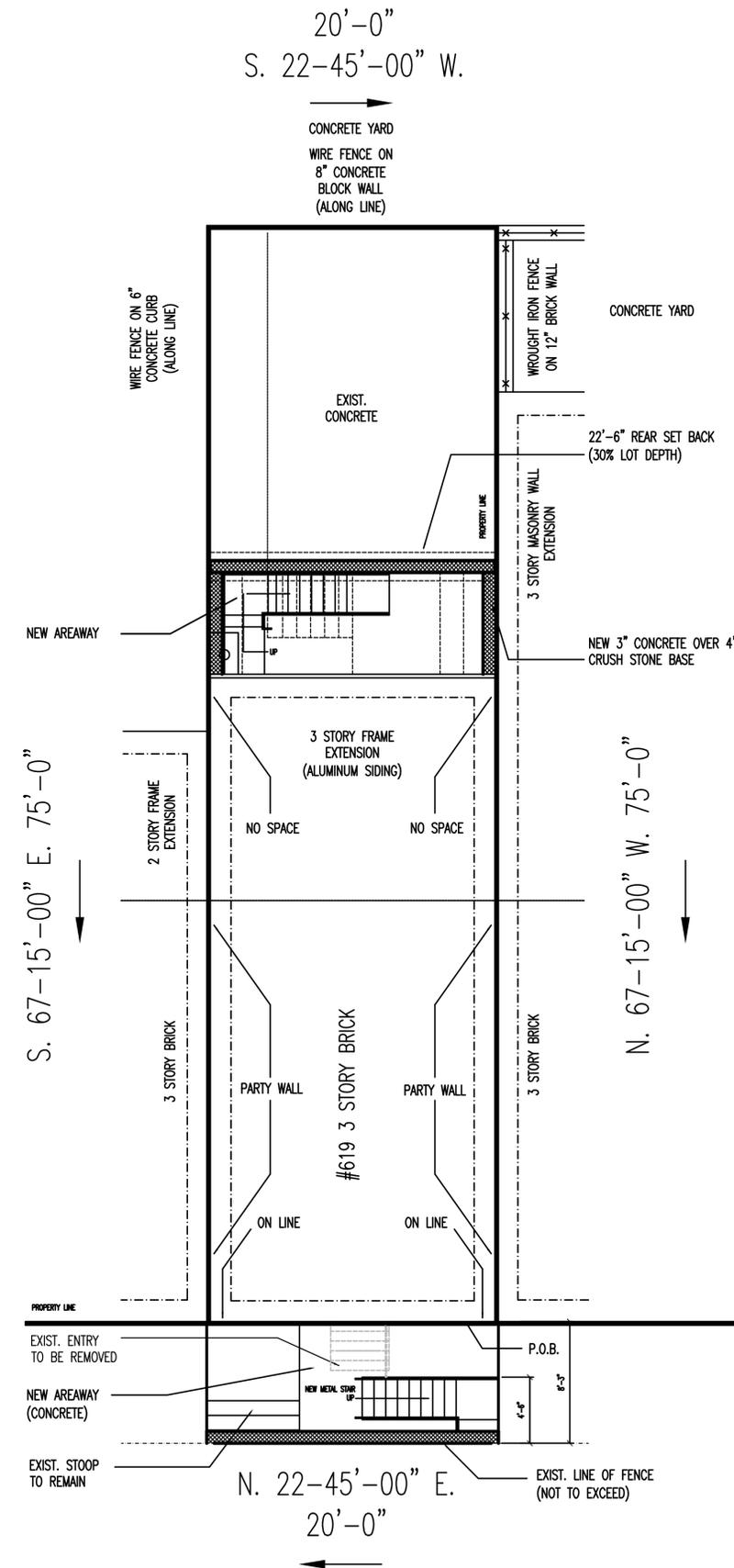


1 LOCATION KEY PLAN
NOT TO SCALE

PROJECT LOCATION:
619 BLOOMFIELD STREET



2 NEW AREAWAY DETAIL
NOT TO SCALE



3 LAND SURVEY
3/16 = 1'-0"

STUDIO ONE ARCHITECTS

A Professional Association

Architecture - Interior Design

500 Paterson Plank Road
Union City, New Jersey 07087
Tel: 201-223-0008 Fax: 201-223-0001
www.s1architects.com

Anthony D'Angelo, AIA
NJ 21A101297700
NY 024799

LIST OF DRAWINGS:

- T1 CODE SUMMARY, KEY PLAN, NOTES, WALL TYPES
- A1 FIRST DEMO, CONST. & MEP FLOOR PLANS

ZONING & CODE SUMMARY:

USE GROUP AND OCCUPANCY:
(PER IBC 2009, NEW JERSEY EDITION, SECTION 303.1)
USE GROUP, EXISTING: R2 (3 FAMILY)
USE GROUP, PROPOSED: NO CHANGE

CONSTRUCTION TYPE: 3A
NUMBER OF STORIES, TOTAL BUILDING: 3 + CELLAR
NOTE: SPACE IS FULLY SUPPRESSED, SEE NOTES

BUILDING CODE = IBC 2009 NJ EDITION
ELECTRICAL CODE = NEC 2011
PLUMBING CODE = NSPC 2009

Rev.	Date	Item

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PROJECT

ALTERATIONS
TO AN EXISTING
DUPLIX APARTMENT

LOCATED AT:
619 BLOOMFIELD AVE.
HOBOKEN, NEW JERSEY 07030

SITE PLAN & KEY PLAN

Date: 01/07/13
Scale: AS NOTED
Drawn: RF
Checked: AD'A

12XX

SP

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$ 13,416.84**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Ponte Equities, Inc 268 West St New York, NY 10013	12/15	64 Jackson St	4/13	\$ 635.60
Cohen, Adam D 503 Monroe St #3 Hoboken, NJ 07030	67/2/C0003	503 Monroe St	4/13	\$ 3,660.49
Frick, Joseph Jr & Amy E Brook 933 Willow Ave #5A Hoboken, NJ 07030	171/16/C05-A	933 Willow Ave	4/13	\$ 167.93
Moss, Andrew & Liana 92 Garden St Hoboken, NJ 07030	176/5	92 Garden St	4/13	\$ 3,598.50
Jones, Mark 1314 Hudson St #12 Hoboken, NJ 07030	245/11/C0012	1314 Hudson St	4/13	\$ 2,483.57
O'Brien, John 164 Fifth St #1 Hoboken, NJ 07030	192/2	164 Fifth St	4/13	\$ 2,870.75

Meeting: January 22, 2014

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular meetings of December 4, 2013** have been reviewed and approved as to legal form and content.

Approved as to form:

Meeting Date: January 22, 2014

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

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

Meeting Date: January 22, 2014

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

Introduced by: _____

Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION IN SUPPORT OF DR. MARTIN LUTHER KING, JR.
DAY 2014**

WHEREAS, Dr. Martin Luther King, Jr. changed our nation forever through his leadership, service, and clarity of vision; and

WHEREAS, Dr. King devoted his life to strengthening the content of the American character and called on our nation to live up to its founding principles of life, liberty and the pursuit of happiness for all its citizens; and

WHEREAS, through his determination, spirit and resolve, Dr. King helped lift souls and lead one of the greatest movements for equality and freedom in history; and

WHEREAS, the City Council wishes to honor the lasting legacy of this great American, remember the ideals for which he fought and recommit ourselves to ensuring that our country’s promise extends to all Americans across the great land; and

WHEREAS, as we observe Dr. King’s birthday and the national holiday recognizing his birthday, the City Council encourages all Americans to celebrate his memory by performing acts of kindness through service to others.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN that it declares its support for Dr. Martin Luther King Jr. Day 2014.

Date of Meeting: January 22, 2014

Approved as to Form:

Mellissa L. Longo, Esq.
Corporation Counsel

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

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ARTICLE VIII OF CHAPTER 168 ENTITLED
"ROAD OPENING PERMITS" TO MOVE THE PERMIT ENFORCEMENT
OF THE ARTICLE TO THE DEPARTMENT OF TRANSPORTATION AND
PARKING, AND TO MAKE OTHER MINOR REVISIONS TO THE PERMIT
REQUIREMENTS**

WHEREAS, the City has determined that it is more effective and efficient to have the City's Road Opening Permits overseen and enforced by the Department of Transportation and Parking, and to make other minor amendments to the road opening requirements and procedures.

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

SECTION ONE: AMENDMENTS TO ARTICLE VIII OF CHAPTER 168

§ 168-56 Scope.

The following are the rules and regulations, including fees, which shall govern road opening permits within the City of Hoboken.

§ 168-57 Permit required; violations and penalties.

A.

No person, firm, corporation, public utility, authority or municipality will hereinafter tear up, open, remove, construct, reconstruct, tunnel, bore, probe, obstruct, or excavate any portion of any road, street, curb, sidewalk, utility, facility, or any portion thereof, in the City of Hoboken (City), owned, maintained or controlled by the City as part of the City's infrastructure system, for the purpose whatsoever, without first making application for, and receiving, a permit thereof, signed in the name of the City by the Director (hereinafter "Director") of the ~~Department of Environmental Services~~ Department of Transportation and Parking (hereinafter "~~Environmental Services~~DTP").

B.

Any road, street, curb, sidewalk, bridge, utility, facility, structure under the jurisdiction of the City that is obstructed, opened, removed, constructed, reconstructed, tunneled, bored, probed, excavated, damaged or destroyed without prior approval of ~~Environmental Services~~ DTP will result in a fine, and repairs shall be made by the applicant to the satisfaction of ~~Environmental Services~~ DTP.

§ 168-58 Application for permit; emergency waiver; fees; denial and revocation of permit.

A.

An application for a road opening permit should allow ~~seven~~ ten (10) business days for review (with exceptions to emergencies) by ~~Environmental Services~~ DTP or its authorized agent(s). Applicants should state the name, address, phone contact of the applicant, the name, address, phone contact of the property owner(s), the name, address, email address, twenty-four-hour phone contact of the contractor(s)/subcontractor(s) performing work, with the name of the City road to be opened [with notation to cross streets and immediately adjacent street address(es)], the nature of work to be performed and anticipated start and completion dates. The permit application shall be accompanied by three copies of a reasonably accurate sketch or plans, as well as a traffic control plan, certificate of liability insurance (in accordance with § 168-63, Insurance required), Zoning Board approval, Planning Board approval, and/or county or state approval, as applicable. ~~Environmental Services~~ DTP reserves the right to require plans or drawings to be drawn by a licensed professional engineer. Where the road opening

permit involves a site plan or a subdivision plan approved by the City Planning Board or City Zoning Board, a copy of the approved site plan or subdivision plan will be submitted with the application. The permittee will comply with this article and the regulations herein and laws related to the proposed work and any other data as may be reasonably required by ~~Environmental Services DTP~~ or its authorized agent(s). All construction shall be governed by the current edition of the New Jersey Department of Transportation (NJDOT) Standard Specifications for Roads and Bridge Construction, latest edition, and any amendments thereto. Permits are valid for ~~one year~~ ninety (90) days from date of issue unless otherwise noted. The validity of the permit may be extended, in the City's sole discretion, if so requested, in writing, by the applicant prior to its expiration period thereof, for such additional periods as requested by the applicant. ~~Environmental Services DTP~~ may, in its sole discretion, approve the extension subject to conditions and/or limitations or deny the extension and declare said permit to be null and void upon expiration of the term of the original permit. A permit fee payment shall be in the form of a check or money order payable to the "City of Hoboken," or in the form of a valid credit card. No cash will be accepted.

B.

In the event of an emergency, the advanced filing period may be waived, but all submissions must be received no more than twenty-four (24) hours from the time of opening or an additional fee of \$100.00 per day will be assessed on the project. Any event in which a structure, sewer, water main, conduit or utility, in, under or over any road, street, sidewalk, breaks, bursts or otherwise is in such condition as to immediately endanger the property, life, health or safety of any individual, the person, company or utility owning or controlling such structure, sewer, water main, conduit or utility shall constitute an emergency, which shall allow for road opening without first applying for and obtaining a permit hereunder. Any individual attempting to utilize the emergency waiver provision shall immediately take proper emergency measures to secure or remedy the dangerous conditions for the protection of property, life, health and safety of individuals, and ~~Environmental Services DTP~~ must be notified immediately of the occurrence. In the event that the ~~Environmental Services DTP~~ office is closed (after hours, weekends and holidays), a written notice shall be directed to the Hoboken Police Department and by fax copy to the ~~Environmental Services DTP~~ office stating the nature of said emergency and the individual's utilization of the waiver provision hereunder. ~~However~~ Furthermore, such person owning or controlling such facility, structure or utility ~~will apply for a permit not later than the next business day and will not proceed with the permanent repairs and inspection without first obtaining a permit hereunder.~~

C.

The City will charge the permittee according to the Fee Schedule, ~~as attached at~~ Schedule 1 of Chapter 168.

The permittee, to whom a permit has been issued, will not perform any work other than that for which the permit provides, and all applicable fees have been paid. A separate permit will be required for each and every opening. The applicant will sign the permit application and will be bound by all obligations of the permit and this article and will be referred to as the "permittee." A permit may not be transferred ~~except upon written consent of the Director of Environmental Services DTP~~.

D.

If the application for a permit, or any extension thereof, is denied, ~~Environmental Services DTP~~ will send the applicant a written notification of the denial, and will state the reason of denial. Any permit issued under this article may be revoked at any time by ~~Environmental Services DTP~~ for work conducted outside of the submitted permit area, work plans and/or failure to comply with this article and conditions of the permit application. ~~Environmental Services DTP~~ also reserves the right to stop work for failure to comply with this article and/or ~~to~~ may order the completion of sufficient work to ensure the safety of individuals and vehicular traffic.

§ 168-59 Performance and maintenance guaranties; temporary no-parking signs.

A.

All permittees [excluding public utilities, their registered and authorized contractor(s)/subcontractor(s), agents or contractor(s)/subcontractor(s) of county, state or federal agencies] will deposit a guarantee of credit with the ~~Department of Environmental Services DTP~~ in the form of a bond, or note of certified funds, acceptable to ~~Environmental Services DTP~~. One year after final restoration of work, pending the

approval of ~~Environmental Services DTP~~, the guarantee will be released, with exception to newly paved roads, where the bond must be for ~~two~~ four (4) years. However, should ~~Environmental Services DTP~~, upon final inspection, determine that the construction and/or reconstruction done under the permit was unsatisfactory, and/or otherwise in violation of the approved plans or conditions attached to the permit, and should the permittee, upon receipt of written notice of deficiencies, fail to remedy same within 30 days, then the City shall deduct from the permittee's guarantee all expenses incurred by the City in performing the necessary repairs to remediate same.

B.

~~Environmental Services DTP~~ shall have the right to perform borings in the pavement, cut cores in the pavement or to perform other investigations as deemed necessary to confirm that the provisions of the road opening permit have been satisfied. Upon a finding that the permittee failed to satisfy the provisions of the permit and/or this article, the cost of such investigation and all rehabilitation and/or remediation costs shall be billed to the permittee.

C.

~~Environmental Services DTP~~ may require an extended maintenance period in excess of one year and an additional maintenance guarantee, depending upon the nature of the work involved. This additional obligation shall be noticed to the permittee at the time of approval of the application and shall be released upon completion of the work and acceptance of the work by ~~Environmental Services DTP~~ or its authorized agent(s).

D.

When a maintenance bond is posted, it will be executed by the permittee as principal and a surety company licensed to do business in the State of New Jersey as surety.

E.

The release of the guarantee will also be conditioned upon the permittee restoring the surface and any damage to the streets abutting the work site, and those streets which had sustained damage through the use of construction equipment, and vehicles.

F.

For utility main construction, other or additional conditions may be prescribed by the City. Plans for such projects must have the approval of ~~Environmental Services DTP~~ and the City Engineer's office before a permit may be issued.

G.

If the work involves the temporary displacement or loss of on-street parking, then the permittee shall be required to provide proof of purchase of temporary no-parking signs to the extent that both the proposed work area and the days and hours planned are properly reserved and demarcated. If temporary parking signs are obtained, the Hoboken Parking Utility and/or the Hoboken Police Department may relieve the area of unmoved parked vehicles.

§ 168-60 Notification of utility providers; surety bond.

A.

Public utility providers shall maintain active status and current contact information on record with the ~~Department of Environmental Services DTP~~ to ensure proper communication of annual paving programs. The ~~Department of Environmental Services DTP~~ shall notify, once a year, to public utility providers on record of the dates and locations of planned work on City sidewalks/streets/roads. Any utility work to be performed on these sidewalks/streets/roads shall be completed prior to the start of construction or paving. Such notice will state that no road opening permit will be issued for openings, cuts or excavations in said City road for a period of five years (hereafter referred to as "5 Year Embargo") after the date of paving, unless in the judgment of ~~Environmental Services DTP~~, an emergency or hardship exists which makes it absolutely essential that a road opening permit be issued. The notice will also notify such permittee that application for road opening permits for work to be completed prior to such construction/paving shall be submitted promptly in order that the work covered by the permit may be completed prior to planned construction/paving.

B.

~~Environmental Services DTP~~ is authorized to request a surety bond or equivalent in the minimum amount

of ~~\$10,000~~\$100,000.00, or higher, as determined by ~~Environmental Services DTP~~ or its designated representative, to assure that any road opening on roadways paved within the past five years is restored satisfactorily. The restoration will include milling and paving, ~~or which shall at all times be~~ infrared repaving of the area so as to blend uniformly with the adjacent roadway, as per the conditions stated in the permit, including restoration of roadway and crosswalks, striping, raised pavement markings, signage and all other appurtenances.

§ 168-61 Public utility exception; notice required.

A.

With the exception of the 5 Year Embargo limitation described above, the provisions of this article shall not apply to openings or excavations made by a public utility corporation subject to regulations by the Board of Public Utility Commissioners, which has the right to lay, construct, install, maintain and operate its work or facilities, or any of them, in any public road or street of the City, which are to be made for the purpose of laying, relaying, constructing, reconstructing, installing, maintaining, opening or repairing any such work or facilities, if such public utility corporation shall, prior to the doing of any such work, have filed with the City Clerk its bond running to the City of Hoboken in the sum of ~~\$30,000~~ \$500,000.00 conditioned for the temporary and permanent restoration of any road, street or pavement therefor which may be opened or excavated by such utility, its employees or contractors, without undue delay to as good condition as the same was at the time of the opening therefor and to the satisfaction of ~~Environmental Services DTP~~, which bond, hereafter referred to as the "Utility Expediting Bond," shall further provide that the obligation therefor shall be a continuing obligation to the full amount thereof of each opening of any road or pavement. In the event the Utility Expediting Bond described above is exhausted due to a failure of the public utility to return an area to as good condition as the same was at the time of the opening therefor and to the satisfaction of ~~Environmental Services DTP~~, then said utility shall no longer be eligible for the exceptions described in this section.

B.

The utility corporation shall, except in case of emergency, give at least 24 hours' notice to ~~Environmental Services DTP~~ of its intention to open or excavate. In the case of emergency openings, the notice shall be given to ~~Environmental Services DTP~~ within one business day after such opening is made, or Section 168-58B shall apply.

§ 168-62 Work site safety provisions and guarantees.

Construction on City streets/roads/sidewalks, pursuant to this article, will conform to the most recent design standards, plans, details, specifications, method of construction and traffic control. All permits issued shall be subject to the following rules regulations. All work shall be conducted within a work zone, and conforming to the latest edition of the Manual on Uniform Traffic Control Devices, as published by the USDOT-FHA, and underground markings/mark-out requirements.

A. Safety.

(1)

All work will be conducted in such a manner as to cause the least public inconvenience and to permit the use of the sidewalk by pedestrians, the roadway by vehicles, and the flow of water in the gutters. The permittee shall plan and carry out his or her work to provide for the safe and convenient passage of such traffic and to cause as little inconvenience as possible to the occupants of adjoining properties. (See § 168-67, Manner of Conducting and carrying out work; maintenance of accurate drawings and plans required.) All openings, digging, excavations, piles of material, equipment, machinery, barricades, scaffolds/pedestrian sheds or obstructions, including earth and stone removed from excavations, will be removed immediately or properly guarded at all times to prevent accidents. A sufficient number of lights and/or lanterns shall be maintained between sunset and sunrise by the person to whom such permit has been issued to designate such openings, excavations, construction or obstructions during the hours of darkness. Reflective barrels, blinking lights, warning signs, flagmen, uniformed traffic officers and all other man-powered equipment as required by, or directed by, ~~Environmental Services DTP~~ shall be provided for by the permittee or its designated contractor(s)/subcontractor(s).

(2)

The work area will be made passable to all emergency vehicles during all phases of work.

(3)

In the event that the work zone requires the detour of vehicular and pedestrian traffic, the permittee will submit a detour plan for review and approval by ~~Environmental Services~~DTP, or its authorized agent(s), who at its sole discretion may require the approval of the municipalities involved prior to any road closings. All detours are to be coordinated with the Hoboken Police Department. The detour signage must be properly installed and maintained at all times. Any damage to the detour route must be corrected by the permittee.

(4)

If the sidewalk is blocked by any work, a temporary blacktop sidewalk will be constructed or provided which will be safe for travel and convenient for all users. No gravel fills will be allowed as temporary sidewalks.

B. Traffic Directors.

(1)

Police Traffic Directors will be off-duty police officers from within the City of Hoboken. Police Traffic Directors will be located at specific locations designated in the permit or as described by ~~Environmental Services~~ DTP during construction hours. Contact the City in order to obtain the services of Police Traffic Directors. The name, address and telephone number of the local representative is listed below:

Chief of Police City of Hoboken
Police Department One Police Plaza
Hoboken, New Jersey 07030
Tel: (201) 420-2100

(2)

The permittee must provide payment for Police Traffic Directors which includes the use of police equipment and services, as required for and by the police. Payment will be separate from fees associated with the road opening permit. Payment must only be made only for the direct compensation of the police to perform their duties as Police Traffic Directors for the work as directed by ~~Environmental Services~~ DTP or one of its authorized agent(s).

C. Provisions.

(1)

All existing pavements, road surfaces, pavement markings, signs, sidewalks, brick pavers, curbs, gutters, pipes, manholes, drains, conduits or other installations or fixtures, and property damaged or destroyed by the permittee's activity or his/her contractor(s)/subcontractor(s), will be corrected or repaired by the permittee or his/her contractor(s)/subcontractor(s).

(2)

No person will divert or discharge dirt, stone, grass, brush, leaves, excavation material, water or any other matter into, upon or across any City road or sidewalk so as to create a nuisance or a hazardous condition or cause the adjacent drainage and pavement to be clogged and/or damaged. All water pumped and bailed from the trench or other excavation will be conveyed in a proper manner to a suitable point of discharge. Hay bales, screening or other methods approved by the Hudson County Soil Conservation District will be placed at inlets to prevent sand and silt infiltration by the permittee and at his or her expense.

(3)

It will be unlawful to make any such excavation, or tunnel in any way contrary to, or at a variance with the terms of the permit thereof. Proper bracing (trench boxing or sheeting) will be maintained to prevent the collapse of adjoining ground, and protection of the workers will be in accordance with the regulations of the New Jersey Department of Labor and Industry and the Occupational Safety and Health Administration. (OSHA). The permittee will assign supervising personnel to be responsible for the work safety on the project, performed under the road opening permit.

(4)

No injury will be done to any pipes, cables, conduits or other facilities during the work performed under

the road opening permit. During excavation, if the permittee discovers any damage to other utilities or underground structures, he or she must notify ~~Environmental Services DTP~~ or its representative immediately. Notice will be given beforehand to the utility company maintaining any such pipes, cables or conduits as prescribed by law. The permittee will not proceed with any road opening until he/she submits to ~~Environmental Services DTP~~ the proof of notification (One Call 1-800-272-1000) to all utility mark outs. It is the sole responsibility and duty of the permittee to make such investigation and effort to locate all utilities. The City will not be held responsible for any damage to any utilities (seen or unseen) aboveground, underground or overhead, or any claims resulting from damage to any utility (seen or unseen) above ground, underground, or overhead.

(5)

All work by the permittee will be done in accordance with the provisions of N.J.S.A. 34:6-47.1 et seq. N.J.A.C. 12:186 and in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970, and Subpart N, Paragraph 1926.550, of the rules and regulations issued under said acts.

(6)

The permittee will clean up and remove promptly and continuously from the work site all excavated material and debris, and upon completion of the project, will leave the work site and all surrounding areas in a neat and orderly condition as good as it was previously.

(7)

Where topsoil, seeded areas, sod or landscaping is disturbed in the course of the work, the permittee will restore such ground surfaces to a condition equal to that prior to commencement of work.

(8)

Trenches and other excavations will be backfilled with clean granular soil, free of excessive fines in lifts, not to exceed 12 inches in height. Compaction will be done with vibratory tampers, such as jumping jacks, hoe packs, dynapacks or other equipment acceptable by ~~Environmental ServicesDTP~~. Vibratory plate compactors will not be used. Puddling of backfills is strictly prohibited. Excess backfill will be removed from the site. If there is a deficiency of backfill material, additional backfill will be supplied by the permittee. (See § 168-64, Work site restoration.)

(9)

If the permittee has failed to comply with the rules and regulations as provided in this article after receipt of written notice, then the City reserves the right to take any action to ensure compliance with this article. In the event the permittee will be charged with the cost of same, at a rate determined by ~~Environmental Services DTP~~ based on current contract rates, if such are in effect, or a schedule of costs accepted by ~~Environmental ServicesDTP~~, based on the rates as published by NJDOT, or the actual cost of repairs paid to a contractor selected by ~~Environmental ServicesDTP~~, plus 15% overhead. Any monies due to the City in excess of the permit fee will be billed upon completion of the work and will be paid by the permittee within 30 days after the receipt of the bill. Failure to pay such dues will result in the permittee paying the maximum interest rate allowed by law, as well as any attorney's fees and costs incurred by the City in furtherance of the collection of said monies.

(10)

~~Environmental Services DTP~~ will also have the authority to deny all future permits until differences identified as above are corrected to the satisfaction of the Department.

(11)

The City will not be liable for damages or for any personal injuries or damages to property sustained as the result of any excavation or opening in any road, street, bridge, sidewalk or curb work made by any person by virtue of the provisions of this chapter.

(12)

Neither the City nor any of its employees will be deemed to be the agent or the servant of the permittee for any purpose of this section.

§ 168-63 Insurance required.

The permittee will provide insurance as follows:

A.

Work will not commence until all insurance as required under the following subsections is submitted and

until such insurances have been approved by ~~Environmental Services~~DTP, nor will the permittee allow any of his/her contractor(s)/subcontractor(s) to commence work on his/her subcontract until all similar insurances required have been obtained and approved. All certificates of insurance shall be presented prior to the permit being approved and released. All certificates of insurance, except workers' compensation insurance, as required herein, shall name the City, and all of its officers, employees, agents and assignees, as additional insured. All certificates of insurance shall include a thirty-day notice to the City of Hoboken prior to termination of the insurance. All insurance coverages shall be with an insurance carrier licensed to provide insurance of the nature offered in the State of New Jersey.

B.

The permittee will take out and maintain during the work under the permit workers' compensation insurance for all of his/her employees at the site of the project, and in case any work is sublet, the permittee will require the subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the permittee. In case any class of employees engaged in hazardous work under the permit at the site of the project is not protected under the workers' compensation insurance status, the permittee will provide and will cause each subcontractor(s) to provide workers' compensation insurance status for the protection of his/her employees not otherwise protected.

C.

The permittee will obtain and keep in force during the work under the permit general and public liability and property damage insurance coverage(s), in a form to be approved by the City of Hoboken Office of Corporation Counsel. Said insurance will provide coverage to the permittee, any contractor(s)/subcontractor(s) performing work provided by the permittee, and the City. The City and its officers, agents, servants and employees, as their interest shall appear, will be named as additional insured on said policy insofar as the work and obligations performed under the permit concerned with address and location of the work site. The coverage so provided shall protect against claims for personal injuries, including death, as well as claims for property damage which may arise from any act or omission of the City, the permittee or the contractor(s)/subcontractor(s), or by anyone directly employed by either of them, and the minimum policy limits of such insurance will be as follows:

(1)

Bodily injury liability coverage with limits of not less than \$1,000,000 per occurrence.

(2)

For bodily injury, including accidental death to any one person, and subject to that limit each person in the amount not less than \$1,000,000.

(3)

For each accident and property damage coverage in an amount of not less than \$1,000,000 for each accident.

D.

The permittee, its employees and agents agree to save the City, its officers, agents, servants and employees from all lost damages occasioned to it, or to any third person, or property by reason of any carelessness or negligence on the part of the permittee, its contractor(s)/subcontractor(s), agents, employees in the performance of the work under the permit and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may occur against the City, its officers, agents, servants and employees, as their interest may appear, by the third person alleging injury by reason of such carelessness or negligence, and will pay any judgment which may be obtained against the City, its officers, agents, servants and employees as their interest may appear in such suit. The permittee will furnish the insurance required.

E.

Automobile and truck insurance, covering vehicles owned, leased, rented, loaned and/or operated by the permittee, and vehicles operated for the permittee, including those employees when so operated, will be provided as follows:

(1)

One person in any one accident: amount of \$1,000,000.

(2)

Two or more persons in any one accident: aggregate minimum amount of \$3,000,000.

(3)

Property damage in any one accident: amount of \$500,000, with an aggregate property damage policy limit of \$1,000,000.

§ 168-64 Work site restoration.

Immediately after the work is performed for which the permit had been issued, road repair and backfilling will be done in accordance with details prepared by ~~Environmental Services~~ DTP which accompanied the permit. Excavated material will not be used as backfill, unless approved by ~~Environmental Services~~ DTP. Temporary pavement or patch work will be removed approximately one month after installation, and the opening will be restored (infrared paving) to the grade, slope and profile that prevailed at the time of the opening, or as directed by ~~Environmental Services~~ DTP. The permittee is responsible for the full restoration of the roadway surface, including restriping and installing raised pavement markings before its opening to vehicle and pedestrian traffic. Upon completion of the work, the applicant is responsible for notifying ~~Environmental Services~~ DTP when all work has been completed and is ready for final inspection. All inspections will be performed during the City's normal business hours. Inspections after hours and weekends will be charged accordingly as determined by ~~Environmental Services~~ DTP.

A.

Backfill is to be done with quarry stone; Type I-5 or DGA for the full depth of the trench. All opening cuts to be squared and cut on a vertical plane to a width and length of not less than 12 inches greater than the original cut/opening. The surface restoration shall extend 12 inches wider and longer than the area of the base.

B.

The pavement is to be restored with 10 inches of bituminous stabilized mix I-2, and two inches of bituminous surface course mix I-4, properly compacted.

C.

Disturbed pavement markings must be restored immediately to original or better condition using the same or equivalent materials (3M-380 IES) as originally installed. Restoration may be temporary until the permanent markings are applied within 30 days.

D.

Restoration to concrete sidewalk openings must be full square (flag) replacement. No partial patching will be accepted.

E.

Brick pavers to street and sidewalk openings must be replaced to their original pattern.

F.

Road openings to historical sites that contain Belgium block streets and/or sidewalks must be restored as per the local and/or state historical society requirements under the guidance of ~~Environmental Services~~ DTP.

§ 168-65 Notification and progress of work.

The permittee will notify ~~Environmental Services~~ DTP by phone, letter, fax, e-mail at least 48 hours in advance of any activity and, likewise, at the completion of the activity or project. Failure to provide such notification may result in the cancellation of the permit. The permittee will keep a copy of the permit at the job site at all times. The permittee will retain full responsibility for any damages which may result from any construction activity notwithstanding any approvals from ~~Environmental Services~~ DTP. Trenches will not be kept open when work is not in progress. If work is stopped for more than 24 hours, the trench will be temporarily backfilled and capped with temporary pavement.

§ 168-66 Maintenance of traffic flow.

A.

The permittee will maintain vehicular and pedestrian traffic in the work area as per conditions stated in the permit.

B.

The permittee will backfill all excavated areas within the roadway to a grade compatible with the existing traveled road, at such times when work is not actively being done. This will include nights, weekends and periods of shutdown. Trenches will not remain open overnight under any circumstances. The work area must be maintained in a safe and neat condition at all times.

C.

Roadways, shoulders and sidewalks in areas which the permittee has actually commenced construction operations, and which are reserved for vehicular and pedestrian traffic, will be maintained by the permittee at his or her expense, free from obstructions and in a smooth riding or walking condition at all times, including seasonal shutdowns.

D.

If the excavation extends the full width of the City road, only 1/2 of the road will be excavated at one time and will be backfilled and a temporary pavement placed before the other half is excavated, unless otherwise permitted by the permit conditions. Where considered necessary, work under a permit will be carried on only within such hours as allotted by ~~Environmental Services~~ DTP and/or City ordinance. If work cannot be completed within the time specified, open trenches will be backfilled or covered with steel plates of sufficient strength to carry all traffic safely. Plates must be recessed and pinned and can only be left out with the approval of ~~Environmental Services~~ DTP. If, in the Department's judgment, traffic conditions, the safety or convenience of the traveling public or the public interest requires that the excavation work be performed as emergency work, ~~Environmental Services~~ DTP will have full power to order, at the time the permit is granted, that a crew of workers and adequate facilities be employed by the permittee 24 hours a day to the end, that such excavation work may be completed as soon as possible. ~~Environmental Services~~ DTP will also have full power to limit the hours of work as the public interest may require.

E.

All plates in roadways are to be countersunk between the dates of November 15 and April 15.

§ 168-67 Manner of conducting and carrying out work; maintenance of accurate drawings and plans required.

A.

Each permittee will conduct and carry out the work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring properties. There will be no encroachment to adjoining properties without the prior written consent of the property owner(s). The permittee will take appropriate measures to reduce, to the fullest extent practicable in the performance of the excavation work, noise, dust, soil erosion and unsightly debris. All work conducted must also be in compliance with City and/or state ordinances.

B.

Users of subsurface street space will maintain accurate drawings and plans, showing the location and character of all underground structures, including abandoned installations. Said drawings and plans are to be kept on file in the office of said users and will at all times be available to ~~Environmental Services~~ DTP for inspection.

§ 168-68 Provisions not applicable to City work.

The provisions of this article will not be applicable to any work under the direction of the City, by employees of the City or by any contractor(s)/subcontractor(s) of the City performing work for, and on behalf of, the City, necessitating openings or excavations in City roads, streets, sidewalks, curbs, parks, utilities, facilities, or any portion thereof, in the City of Hoboken, owned, maintained or controlled by the City of Hoboken's infrastructure.

§ 168-69 Work by municipalities and governmental agencies.

Any work done by the county and/or state governmental agencies, their departments and divisions must be performed under the provisions of this article, except that the City may waive any and all fees.

§ 168-70 Liability of City.

This article will not be construed as imposing upon the City, or any official or employees, any liability or responsibility for damages to any person injured by the performance of any excavation work for which an excavation permit is issued hereunder, nor will the City or employees thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any excavation work.

§ 168-71 Right-of-way encroachment.

A.

No part of the City road right-of-way will be used for the conducting of private business. The City road right-of-way is to be kept clear of buildings, sales or merchandise displays, vehicle parking areas, servicing of vehicles, service of equipment, and appurtenances thereto.

B.

Under no circumstances will objects create an obstacle and/or line-of-sight obstruction to motorists and pedestrians to observe oncoming traffic, signals, signing, striping, pavement markings and/or any other hazardous conditions. The City reserves the right to remove items deemed to be obstructive, and/or hazardous objects not under permit work may also be removed by the City and subject to violation.

§ 168-72 Soil borings; monitoring wells; Geoprobos.

A.

The location of soil borings, monitoring wells and/or Geoprobos will be shown on a site plan, at a scale of one inch equals 50 feet minimum, and will be included with the application.

B.

The construction detail of soil borings, monitoring wells and/or Geoprobos will be included with the application.

C.

The permit will expire one year from the date of the completion of the removal of the monitoring wells and/or Geoprobos, unless extended for good cause, in writing, by ~~Environmental Services~~ DTP and/or its duly authorized representative, at the written request of the permittee. Removal of monitoring wells and/or Geoprobos immediately after work is performed will be subject to the Work Site Restoration ordinance.

§ 168-73 Underground storage tanks.

A.

Underground storage tank inspections and removals will fall under all rules, regulations and guidelines of this article, with exception to the following: Tank abandonment and removal may be conducted by businesses licensed by the State of New Jersey to perform such work.

B.

Abandoned tanks found not to be leaking any petroleum fluids, and only after NJDEP inspection, may be backfilled as per NJDEP guidelines. Abandoned tanks found to be leaking will be removed, along with their contaminated soil. No permanent backfilling may be conducted prior to the approval of a NJDEP inspection. The permittee will provide to the ~~Department of Environmental Services~~ DTP office a signed release and report from the NJDEP, with the name and location of the disposal site of the removed tank and contaminated soil. The Work Site Restoration ordinance will prevail.

§ 168-74 Definitions.

As used in this article, the following terms shall have the meanings indicated:

APPLICANT

Any public or private utility company making application to the ~~Department of Environmental Services~~ DTP for a road opening permit hereunder. If the applicant is a contractor who will be performing the excavation work on behalf of another party, the contractor shall be a co-applicant, and the party on whose behalf the work is being performed shall be the applicant.

CITY

The City of Hoboken.

CITY ENGINEER

The person appointed to the position of City Engineer, or any person authorized to act as his or her representative.

CO-APPLICANT

A contractor who will be performing excavation work on behalf of the applicant, and who is jointly and severally responsible and liable along with the applicant for compliance with all items and conditions of this article and any penalty or claim filed by the City as a result of any violation of this article.

DEPARTMENT, THE

Refers to the City of Hoboken ~~Department of Environmental Services~~ Department of Transportation and Parking, who has the sole responsibility of the review and approval of a road opening permit as described herein.

ENVIRONMENTAL SERVICES TRANSPORTATION AND PARKING ("DTP")

Refers to the City of Hoboken ~~Department of Environmental Services~~ Department of Transportation and Parking, who has the sole responsibility of the review and approval of a road opening permit as described herein.

EXCAVATION

The digging, displacing, undermining, opening, boring, tunneling, auguring or in any manner breaking up any improved or unimproved road, street, curb, sidewalk, gutter or other public property in any roadway or any portion of a City right-of-way.

INFRARED

A paving restoration method utilizing infrared heat to properly restore existing asphalt.

LINEAR FOOT

Common unit of English measurement used to determine openings in City roads, equal to 12 inches.

MAINTENANCE GUARANTEE

Security in the form of either a bond, letter of credit or a certified check posted by an applicant or co-applicant to guarantee proper maintenance of the reconstruction of the site of any road opening for a period of two or five years after final acceptance.

MUTCD

Manual on Uniform Traffic Control Devices.

PERFORMANCE GUARANTEE

Security in the form of either a bond, letter of credit or a certified check posted by an applicant or co-applicant to guarantee proper closure and satisfactory reconstruction of the road opening.

PERMITTEE

Any person who has been granted and has in full force and effect a permit issued hereunder.

PERSON

Any person, firm, partnership, association, corporation, municipality, company or organization of any kind.

RESIDENTIAL DRIVEWAY

An excavation for a single-family dwelling, duplex or common driveway, which serves two single-family residences in accordance with a subdivision approval requirement of the City's Planning Board.

SQUARE FOOT

The surface area of the opening made in the City roadway or property by the permit applicant. It shall be the product of the length and width of the opening measured in feet. In case of irregular openings, the City may, at its sole discretion, choose to average the length and/or width.

STREET

Any street, highway, road, roadway, sidewalk, alley, avenue, pavement, shoulder, gravel base, subgrade, curb, gutter, including drainage structures, utility structures and all other appurtenant structures, trees and landscaping; or any other public right-of-way or public ground in the City of Hoboken and under control of the City of Hoboken.

UTILITY COMPANY

Includes telephone, fiber optic, cable, wireless, water, sewer, gas and electric.

§ 168-75 Enforcement.

A.

The Department of Transportation and Parking is hereby given the authority to enforce and perform the procedural and administrative obligations of this article.

B.

The Department of Transportation and Parking and the Hoboken Police Department are hereby given the authority to enforce any and all violations of this article; and , upon determination of a violation, may file a complaint with the Municipal Court and take any other action consistent with this chapter or other applicable law.

§ 168-76 Violations and Penalties.

A.

Any person, firm or corporation violating any of the provisions of this article, shall, upon conviction thereof, be subject to a fine of not less than \$100 nor exceeding \$1,000, or imprisonment for a period not exceeding 90 days, or both, at the determination of the court, and each and every day in which said violation exists shall constitute a separate violation.

B.

Any person who is convicted of violating this article within one (1) year of the date of a previous violation of this article and who was fined for the current violation, shall be sentenced to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than \$100 nor shall it exceed the maximum fine fixed for a violation of this article, but shall be calculated separately from the fine imposed for the violation of this article, as provided for by N.J.S.A. 40:69A-29.

SECTION TWO: AMENDMENTS TO SCHEDULE 1 “ROAD OPENING FEE SCHEDULE” OF CHAPTER 168

Fee Schedule

ROAD OPENING PERMITS:	
<u>General Application Fees</u>	
Normal:	\$50.00 <u>\$200.00</u>
All Non-reported Openings:	\$200.00 <u>\$500.00</u>
<u>Permit Fees: (Opening Size)</u>	
Up to 20 S.F.	\$100.00 <u>\$150.00</u>
Between 20 and 40 <u>40</u> S.F.	\$200.00
<u>Between 41 and 100 S.F.</u>	<u>\$300.00</u>
Additional over 100 S.F.	\$10.00 <u>\$20.00/Ea Addt'l S.F.</u>
Multiple Openings (Minimum)	<u>\$100.00/Ea Up to 20 S.F. Same as above calculated and added for each opening</u>
	<u>\$200.00/Ea Over 100 S.F.</u>
<u>Bond Fees:</u>	
Up to 20 S.F.	\$2,000.00 <u>\$10,000.00</u>
Over 20 S.F.	\$2,000.00 <u>\$10,000.00 plus \$100.00 \$20.00 Per S.F. over 80 <u>20</u> S.F.</u>
Multiple Openings (Minimum)	\$2,000.00 <u>\$2,000.00/Ea Up to 20 S.F. Same as above calculated and added for each opening</u>
Newly Paved Roads (5 Yrs or Less)	\$10,000.00 <u>\$50,000.00</u>
<i>(As determined by City Engineer)</i>	
CURBING-DRIVEWAY-SIDEWALK:	
General Application Fee:	\$50.00 <u>\$100.00</u>
Sidewalk Openings Fee:	\$100.00 <u>\$200.00</u>
Permit Fees: Driveway/Residential	<u>\$200.00/Ea Opening (Min 10 <u>Up to 12</u>)</u>

	L.F.); <u>\$50.00 for each additional L.F.</u>
Driveway/Commercial	\$500.00/Ea Opening (Min 20 <u>Up to 12</u> L.F.); <u>\$100.00/Ea Addt'l L.F.</u>
Full Height Curbing:	\$200.00 (Min 10 <u>Up to 12</u> L.F.); \$50.00/Ea Addt'l L.F.
Bond Fees: Curbing/Driveway	\$2,000.00 <u>\$5,000.00 (Min) (Up to 10 L.F.); \$100.00/Ea addt'l L.F. (Over 10 L.F.)</u>
Borings/Monitoring Wells/Geo Probes (Min 2 Openings)	
Permit Fees:	<u>\$150.00 per Boring/Well/Probe</u>
	\$75.00/Ea Addt'l
	Boring/Well/Probe
Bond Fees:	\$2500.00 <u>\$5,000.00 for up to (Min 2 Borings); \$1000.00 (Ea Addt'l Boring)</u>
Inspection Fees:	
Normal Hours (<u>M thru F 8:00AM – 4:00PM</u>)	\$75.00 <u>\$98.00 per hour</u>
After hours, Sat., Sun, and/or Holidays	<u>\$150.00 per hour</u>

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: January 22, 2014

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ___ Yeas to ___ Nays
On the ___ day of ____, 2014

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ___ day of ____, 2014

Dawn Zimmer, Mayor

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

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

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

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

Date of Introduction: January 22, 2014

Introduction:

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

Final Reading:

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

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 _____, 2014

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2014

Dawn Zimmer, Mayor

Title	Minimum	Maximum Eff 1-1-2014
PT Telecommunicator Police/Fire Per Diem	\$18.00/hour	\$20.00/hour
Court Appearance Fee SLEO II	\$60.00	\$60.00
Environmental Services Director	\$75,000	\$137,500
Finance Director	\$75,000	\$137,500

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**ORDINANCE APPROVING THE TERMS OF THE ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND NORTH HUDSON COMMUNITY ACTION CORPORATION FOR THE USE
OF A UNIT IN THE CITY'S MULTISERVICE CENTER**

WHEREAS, the City owns space within its property known as the Multi Service Center located at 124 Grand Street, Hoboken, New Jersey (hereinafter referred to as the "Property"); and

WHEREAS, the City wishes to allow North Hudson Community Action Corporation to utilize the vacant space, as it has done in the past, exclusively for non-profit medical services, and the City (as landlord) and North Hudson Community Action Corporation (as tenant) have negotiated a lease agreement for the aforementioned use (attached hereto); and

WHEREAS, the City Council, hereby acknowledges the necessity of the said lease agreement, and therefore approves of the lease agreement by way of the within City ordinance, which approval is not subject to public bidding, as the tenant and it's proposed use are non-profit and in the public interest; and

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

SECTION ONE:

- 1) Approval of the attached Lease Agreement between the City of Hoboken and North Hudson Community Action Corporation is granted by the City Council; and
- 2) The Mayor or her agent is hereby authorized to enter into the attached lease agreement, or one similar in substance and form; and

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: January 22, 2014

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Vetoed by the Mayor for the following reasons: _____

 Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2014

-or-

Approved by the Mayor
 On the ____ day of _____, 2014

 James Farina, City Clerk

 Dawn Zimmer, Mayor

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201



Date: **JUL 19 1999**

North Hudson Community Action Corporation
5301 Broadway 2nd Floor
West New York, NJ 07093

Person to Contact:
Conrad Gillstrap 31-02830
Customer Service Specialist
Telephone Number:
877-829-5500
Fax Number:
513-684-5936
Federal Identification Number:
22-1818699

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in August 1967 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

North Hudson Community Action Corporation
22-1818699

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

A handwritten signature in black ink that reads "C. Ashley Bullard". The signature is written in a cursive style with a large initial "C" and a long, sweeping underline.

C. Ashley Bullard
District Director

Lease Agreement

This Agreement is made on February , 2014

BETWEEN **City of Hoboken**

whose address is **94 Washington Street, Hoboken New Jersey 07030**
referred to as the
"Landlord,"

AND **North Hudson Community Action Corp**

whose address is
referred to as the
"Tenant."

1. Premises. The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the second floor space, consisting of 1800 square feet, of the building structure of the following described premises: commonly known as 124 Grand Street, Hoboken, New Jersey 07030. In addition, the Tenant shall be permitted to use two hallway bathrooms located on the second floor. (The "Premises".)

2. Term. This Lease is for a term of **Three (3) Years** commencing on February 22, 2014 and ending February 21, 2017.

3. Use. The Premises are to be used and occupied only and for no other purpose than **NON PROFIT HEALTHCARE SERVICES**. The Tenant will not personally, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. Rent.

(a) Tenant's obligation to pay rent will occur on the 1ST DAY of the Lease (and the 1st day of every month thereafter, including, but not limited to, if the Tenant holds over). All rents and other sums due under this Lease shall be paid by the tenant making payment via bank check to the Landlord at the address listed above, without any prior demand and without any deduction or set-off whatsoever promptly on the dates due.

(b) The fixed basic rent during the term of this Lease shall be payable by Tenant in equal monthly installments as described in paragraph (a), in advance, as follows: \$2,700.00 per month, which shall include all utilities. Upon any holdover after the term herein shall increase the rent in accordance with the NY/NJ CPI then in effect at the initial time of the holdover, which shall be calculated on an annual basis.

(c) All amounts required to be paid by Tenant under this Lease except for fixed basic rent shall be deemed to be additional rent. Any additional rent required to be paid by Tenant to Landlord shall be due and payable no later than 14 days after the date of receipt by Tenant of statement by Landlord.

(d) Tenant acknowledges that late payment to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. If any rent or other sums due from Tenant are not received by Landlord within ten (10) days after its due date, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount, plus costs and reasonable attorneys' fees, if any, incurred by Landlord to collect amounts due from Tenant. The parties agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment.

(e) The Tenant must also pay a fee of \$25.00 as additional rent for any dishonored check.

(f) Tenant agrees to pay throughout the term of this Lease as additional rent, any and all such amounts as may be due and payable, when due for all other charges not included in basic rent which become due as a result of Tenant's obligations under this lease, or as a result of

Tenant's tenancy, generally.

5. Repairs and Care. The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all interior renovations and repairs, including painting and decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof excepted, and damage by the elements not resulting from the neglect or fault of the Tenant excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice

6. Alterations and Improvements. No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made. installed in or attached to the Premises, will belong to and become the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

7. Signs. The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. The Landlord hereby acknowledges and agrees that the Tenant shall be permitted to display a sign above the premises indicating the Tenant's name and signs in the window as advertisement for its commercial purpose. With prior notice, the Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform to all municipal ordinances or other laws and regulations applicable thereto.

8. Utilities. The Tenant will pay when due all rents or charges for all utilities other than electric and water used by the Tenant, which are or may be assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges will be added to and become payable as additional rent with the installment of rent next due or within ten (10) days of demand therefor, whichever occurs sooner.

9. Compliance with Laws etc. The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

10. Assignment. The Tenant will not, without the written consent of the Landlord, assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof. In connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out-of-pocket expenses, up to a maximum of \$ **750.00** per assignment or sublease, in connection with each such assignment or sublease. Any assignment or subletting will be on such terms and conditions as the Landlord may require as a condition of the Landlord's consent. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (h) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%) or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.

11. Liability Insurance. The Tenant, at Tenant's own cost and expense, will obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons, for limits of not less than \$ **50,000.00** for property damage, \$ **1,000,000.00** for injuries to one person and \$ **3,000,000.00** for injuries to more than one person, in any one accident or occurrence. The insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant enters in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant will deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant shall name the Landlord as additional insured on the liability insurance policy.

12. Indemnification. The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 12) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant.

13. Mortgage Priority. This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

14. Condemnation; Eminent Domain. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any,

are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

15. **Fire and Other Casualty.** If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease as long as the premises remain tenantable. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them tenantable and to prevent the Tenant from operating its business as it did prior to the damage, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. Any insurance proceeds incurred by the Tenant for damage or destruction to the premises relating to a fire or other casualty hereunder shall be immediately provided to the Landlord unless the Landlord determines it will not rebuild the property. Furthermore, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability

for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

16. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

17. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as of the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

18. Inspection and Repair. The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

19. Right to Exhibit. The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the Premises, and Tenant agrees that the Landlord or the Landlord's agents, employees or other representatives will have the right to place notices on the front of the Premises or any part thereof, offering the Premises for rent or for sale; and the Tenant will permit the same to remain thereon without hindrance or molestation. The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to prospective mortgagees of the Premises or the land and improvements of which the Premises are a part.

20. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

21. Events of Default; Remedies upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within **five (5)** days thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within **ten (10)** days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by

the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within **thirty (30)** days after the filing thereof. (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (is) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the reentry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month,

22. Termination on Default. If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant notice in writing, as described herein, and where not described upon ten (10) days written notice, of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

23. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of, or resulting from, the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

24. Non Waiver. The various rights, remedies, options and elections of the Parties under this Lease are cumulative. The failure of the Parties to enforce strict performance by the other Party of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease, or the acceptance or offerance by the Party of any installment of rent after any breach by the other Party, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the non-breaching Party of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

25. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

26. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

27. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

28. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

29. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.) In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, Landlord shall provide Tenant with a written copy of the most recent test results.

30. Entire Contract. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.

31. Taxes. Tenant shall be liable for all taxes on or against property and trade fixtures and equipment placed by Tenant in or about the premises, or taxes on Tenant's right to occupy the premises. If any such taxes are levied against Landlord or Landlord's property, and if Landlord pays same, or if the assessed valuation of Landlord's property is increased by the inclusion therein of a value placed upon such property, and

if the Landlord pays the taxes based on such increased assessment, Tenant, upon demand, shall repay to Landlord the taxes so paid by Landlord or the portion of such taxes resulting from such increase in assessment as additional rent.

32. Liens. Other than by reason of the agreed upon repairs to be done prior to the commencement date, if any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed to the extent such liens are created or filed against the premises as a result of work done at the tenant's request. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

33. Waiver of Subrogation Rights. The Tenant waives all rights of recovery against the Landlord or the Landlord's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant will obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

34. Security. The Tenant has deposited with the Landlord the sum of \$ **\$0.00** (the "Security Deposit") as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed.

35. Estoppel Certificates. The Tenant will at any time and from time to time upon not less than **ten {10}** days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

36. Conformation with Laws and Regulations. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

37. Number and Gender. In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

[The remainder of this page intentionally left blank]

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

City of Hoboken

North Hudson Community Action Corporation

Dawn Zimmer
Mayor

CEO

James Farina, City Clerk
Attestation

Attestation

Approved As To Form:

Approved As To Form:

Melissa Longo, Esq.
Corporation Counsel

General Counsel

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**ORDINANCE APPROVING THE TERMS OF THE ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND HOBOKEN FAMILY PLANNING INC. FOR THE USE
OF A UNIT IN THE CITY'S MULTISERVICE CENTER**

WHEREAS, the City owns space within its property known as the Multi Service Center located at 124 Grand Street, Hoboken, New Jersey (hereinafter referred to as the "Property"); and

WHEREAS, the City wishes to allow Hoboken Family Planning Inc. to utilize the vacant space, as it has done in the past, exclusively for non-profit medical services, and the City (as landlord) and Hoboken Family Planning Inc. (as tenant) have negotiated a lease agreement for the aforementioned use (attached hereto); and

WHEREAS, the City Council, hereby acknowledges the necessity of the said lease agreement, and therefore approves of the lease agreement by way of the within City ordinance, which approval is not subject to public bidding, as the tenant and it's proposed use are non-profit and in the public interest; and

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

SECTION ONE:

- 1) Approval of the attached Lease Agreement between the City of Hoboken and Hoboken Family Planning Inc. is granted by the City Council; and
- 2) The Mayor or her agent is hereby authorized to enter into the attached lease agreement, or one similar in substance and form; and

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: January 22, 2014

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2014

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2014

Dawn Zimmer, Mayor

Lease Agreement

This Agreement is made on February , 2014

BETWEEN **City of Hoboken**

whose address is **94 Washington Street, Hoboken New Jersey 07030**
referred to as the
"Landlord,"

AND **North Hudson Community Action Corp**

whose address is **800 31st Street, Union City, NJ 07087**
referred to as the
"Tenant."

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord the second floor space, consisting of 1800 square feet, of the building structure of the following described premises: commonly known as 124 Grand Street, Hoboken, New Jersey 07030. In addition, the Tenant shall be permitted to use two hallway bathrooms located on the second floor. (The "Premises".)

2. **Term.** This Lease is for a term of **Three (3) Years** commencing on March 1, 2014 and ending February 28, 2017.

3. **Use.** The Premises are to be used and occupied only and for no other purpose than **NON PROFIT HEALTHCARE SERVICES**. The Tenant will not personally, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. **Rent.**

(a) Tenant's obligation to pay rent will occur on the 1ST DAY of the Lease (and the 1st day of every month thereafter, including, but not limited to, if the Tenant holds over). All rents and other sums due under this Lease shall be paid by the tenant making payment via bank check to the Landlord at the address listed above, without any prior demand and without any deduction or set-off whatsoever promptly on the dates due.

(b) The fixed basic rent during the term of this Lease shall be payable by Tenant in equal monthly installments as described in paragraph (a), in advance, as follows: \$2,700.00 per month, which shall include all utilities. Upon any holdover after the term herein shall increase the rent in accordance with the NY/NJ CPI then in effect at the initial time of the holdover, which shall be calculated on an annual basis.

(c) All amounts required to be paid by Tenant under this Lease except for fixed basic rent shall be deemed to be additional rent. Any additional rent required to be paid by Tenant to Landlord shall be due and payable no later than 14 days after the date of receipt by Tenant of statement by Landlord.

(d) Tenant acknowledges that late payment to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. If any rent or other sums due from Tenant are not received by Landlord within fifteen (15) days after its due date, then Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount, plus costs and reasonable attorneys' fees, if any, incurred by Landlord to collect amounts due from Tenant. The parties agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of Tenant's late payment.

(e) The Tenant must also pay a fee of \$25.00 as additional rent for any dishonored check.

(f) Tenant agrees to pay throughout the term of this Lease as additional rent, any and all such amounts as may be due and payable, when due for all other charges not included in basic rent which become due as a result of Tenant's obligations under this lease, or as a result of

Tenant's tenancy, generally.

5. Repairs and Care. The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all interior renovations and repairs, including painting and decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof excepted, and damage by the elements not resulting from the neglect or fault of the Tenant excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but the Landlord will be responsible for keeping and maintaining the same in a clean condition, free from debris, trash, refuse, snow and ice. Notwithstanding anything set forth above, the Tenant shall not be responsible for repairs to the heating and air conditioning equipment (HVAC), store fronts, bulkheads, exterior entry and exit doors, ornamental facing, plate glass and glazing on the demised premises unless such repairs are caused by the acts or omissions of the Tenant, its agents, employees or invitees.

6. Alterations and Improvements. No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury.

7. Signs. The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. The Landlord hereby acknowledges and agrees that the Tenant shall be permitted to display a sign above the premises indicating the Tenant's name and signs in the window as advertisement for its commercial purpose. With prior notice, the Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform to all municipal ordinances or other laws and regulations applicable thereto.

8. Utilities. The Tenant will pay when due all rents or charges for all utilities other than electric, heat, sewage, hot water and water used by the Tenant, which are or may be assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, if such charges become attached to the premises for any reason, such rents or charges will be added to and become payable as additional rent with the installment of rent next due or within ten (10) days of demand therefor, whichever occurs sooner.

9. Compliance with Laws etc. The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

10. Assignment. The Tenant will not, without the written consent of the Landlord, assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof. In connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out-of-pocket expenses, up to a maximum of \$ **750.00** per assignment or sublease, in connection with each such assignment or sublease. Any assignment or subletting will be on such terms and conditions as the Landlord may require as a condition of the Landlord's consent. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (h) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%) or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.

11. Liability Insurance. The Tenant, at Tenant's own cost and expense, will obtain or provide and keep in full force for the benefit of the Landlord, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons, for limits of not less than \$ **50,000.00** for property damage, \$ **1,000,000.00** for injuries to one person and \$ **3,000,000.00** for injuries to more than one person, in any one accident or occurrence. The insurance policies will be with companies authorized to do business in this State and will be delivered to the Landlord, together with proof of payment, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant enters in possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant will deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant shall name the Landlord as additional insured on the liability insurance policy.

12. Indemnification. The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 12) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant.

13. Mortgage Priority. This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

14. Condemnation; Eminent Domain. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any,

are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

15. **Fire and Other Casualty.** If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease as long as the premises remain tenantable. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them tenantable and to prevent the Tenant from operating its business as it did prior to the damage, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. Any insurance proceeds incurred by the Tenant for damage or destruction to the premises relating to a fire or other casualty hereunder shall be immediately provided to the Landlord unless the Landlord determines it will not rebuild the property. Furthermore, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability

for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

16. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

17. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as of the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

18. Inspection and Repair. The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

19. Right to Exhibit. The Tenant will permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the Premises, and Tenant agrees that the Landlord or the Landlord's agents, employees or other representatives will have the right to place notices on the front of the Premises or any part thereof, offering the Premises for rent or for sale; and the Tenant will permit the same to remain thereon without hindrance or molestation. The Tenant will also permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to prospective mortgagees of the Premises or the land and improvements of which the Premises are a part.

20. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

21. Events of Default; Remedies upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within **fifteen (15)** days thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within **ten (10)** days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e)

the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within **thirty (30)** days after the filing thereof. (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (is) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the reentry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month,

22. Termination on Default. If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant notice in writing, as described herein, and where not described upon ten (10) days written notice, of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

23. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of, or resulting from, the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

24. Non Waiver. The various rights, remedies, options and elections of the Parties under this Lease are cumulative. The failure of the Parties to enforce strict performance by the other Party of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease, or the acceptance or offerance by the Party of any installment of rent after any breach by the other Party, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the non-breaching Party of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

25. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

26. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

27. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

28. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

29. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.) In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, Landlord shall provide Tenant with a written copy of the most recent test results.

30. Entire Contract. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant.

31. Taxes. If, due to the actions of the Tenant, any of the property, accessories, for fixtures of the premises becomes taxable, Tenant shall be liable for all taxes on or against property and trade fixtures and equipment placed by Tenant in or about the premises, or taxes on Tenant's right to occupy the premises. If any such taxes are levied against Landlord or Landlord's property, and if Landlord pays same, or if the assessed valuation of Landlord's property is increased by the inclusion therein of a value placed upon such property, and

if the Landlord pays the taxes based on such increased assessment, Tenant, upon demand, shall repay to Landlord the taxes so paid by Landlord or the portion of such taxes resulting from such increase in assessment as additional rent.

32. Liens. Other than by reason of the agreed upon repairs to be done prior to the commencement date, if any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed to the extent such liens are created or filed against the premises as a result of work done at the tenant's request. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

33. Waiver of Subrogation Rights. The Tenant waives all rights of recovery against the Landlord or the Landlord's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant will obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

34. Security. The Tenant has deposited with the Landlord the sum of \$ **\$0.00** (the "Security Deposit") as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed.

35. Estoppel Certificates. The Tenant will at any time and from time to time upon not less than **ten {10}** days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

36. Conformation with Laws and Regulations. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

37. Number and Gender. In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

38. **Program Funding Contingency:** Landlord acknowledges that Tenant is primarily funded through various state and/or federal funding programs/grants, and that Tenant's ability to pay rent hereunder and perform its obligations is dependent upon Tenant's receipt of said funding. Accordingly, if the federal and/or state funding upon which Tenant relies is terminated or significantly reduced, and Tenant determines in its sole discretion that Tenant must terminate this Lease agreement so as not to jeopardize Tenant's ability to provide its other services, Tenant may terminate this lease agreement provided ninety (90) days written notice be provided to Landlord.

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

City of Hoboken

North Hudson Community Action Corporation

Dawn Zimmer
Mayor

CEO

James Farina, City Clerk
Attestation

Attestation

Approved As To Form:

Approved As To Form:

Melissa Longo, Esq.
Corporation Counsel

General Counsel

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH GERRY KROVATIN, ESQ. OF KROVATIN & KLINGEMAN AS SPECIAL LEGAL COUNSEL-SANDY RELIEF GOVERNMENT FUNDING INVESTIGATION RELATED MATTER TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 22, 2014 AND EXPIRE JANUARY 21, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$17,000.00

WHEREAS, service to the City as Special Counsel 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 services, being under the fair and open threshold, are not subject to the fair and open process; and,

WHEREAS, Gerry Krovatin, Esq., however, has special expertise and intricate knowledge of the below listed legal matters such as the type the City hereby requests representation in, specifically government investigative matters; and,

WHEREAS, Gerry Krovatin, Esq., and the firm of Krovatin & Klingeman is thereby exempt from the fair and open process for the matter the City hereby retains them for, due to the contract being under the threshold as well as their special knowledge and expertise, and it 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 \$17,000.00 is available in the following appropriations 4-01-20-156-020 in the CY2014 temporary appropriation; 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 CY2014 budget.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Gerry Krovatin, Esq. to represent the City as Special Legal Counsel-Sandy Relief Government Funding Related Matters be awarded, for a term to commence January 22, 2014 and expire January 21, 2015, for a total not to exceed amount of Seventeen Thousand (\$17,000.00) Dollars; and

BE IT FURTHER RESOLVED, the contract shall include the terms of retention, including but not limited to hourly rates, as described in the attached letter of proposed retention from Mr. Krovatin; and

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

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

Melissa Longo, Esq.
Corporation Counsel

Meeting Date: January 22, 2014

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

**Krovatin
Klingeman** LLC
ATTORNEYS AT LAW

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GERALD KROVATIN
HENRY E. KLINGEMAN**
HELEN A. NAU*
ERNESTO CERIMELE*

ALSO ADMITTED IN HI AND PA**
ALSO ADMITTED IN NY*

January 21, 2014

Mellissa L. Longo, Esq., Corporation Counsel
Office of Corporation Counsel
94 Washington Street
Hoboken, New Jersey 07030

Dear Ms. Longo:

Approval is hereby requested for payment of this firm's legal fees and disbursements in an amount not to exceed \$17,000 to represent Mayor Zimmer in her official capacity in an investigation presently being conducted by the U.S. Attorney's Office for the District of New Jersey, and potentially other agencies, into the circumstances surrounding the City's request for federal and State funding for Hurricane Sandy relief.

We agree to discount my normal hourly rate of \$600 to a rate of \$350 for this matter. We would bill associate's time at the rate of \$150 per hour and paralegals at the rate of \$80 per hour.

Please let me know if you need any additional information from us. Thank you for the City's consideration of this request.

Respectfully submitted,


Gerald Krovatin

GK:cmd

Cc: Hon. Dawn Zimmer, Mayor
Alysia M. Proko, Esq.,
Assistant Corporation Counsel