

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(B)(7) AND ATTORNEY  
CLIENT PRIVILEGE RELATING TO THE SETTLEMENT OF THE  
PENDING TORT CLAIM MATTER KNOWN AS SHEEHAN V. CITY  
OF HOBOKEN, CLAIM NO. 001196699**

**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(b)(7) and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of tort claim litigation); and

**WHEREAS**, the City seeks to settle the tort claim litigation known as **Sheehan v. City of Hoboken, Claim No. 001196699**; 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 regarding pending settlements of the type listed herein; and,

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Hoboken that it enter into closed session for the herein 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 20, 2016**

APPROVED AS TO FORM:

\_\_\_\_\_

Corporation Counsel

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(B)(7) AND,  
SPECIFICALLY, MATTERS OF ATTORNEY CLIENT PRIVILEGE  
RELATING TO WATER UTILITY ISSUES WITHIN THE CITY OF  
HOBOKEN**

**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(b)(7) for matters falling within attorney client privilege (for legal guidance on matters for which confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer); and

**WHEREAS**, the City seeks to enter into such a closed session for purposes of obtaining legal advice from the City's legal counsel, Francis Borin, Esq., regarding water utility issues within the 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 regarding pending matters of the type listed herein; and,

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

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

**MEETING: January 20, 2016**

APPROVED AS TO FORM:

\_\_\_\_\_

Corporation Counsel

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

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

**RESOLUTION GRANTING FLORIO KENNY & RAVAL SETTLEMENT AUTHORITY IN  
THE GENERAL LIABILITY MATTER KNOWN AS SHEEHAN V. COH ET AL. (CLAIM NO.:  
001196699) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY JAMES RENNER TO  
QUENTIN WIEST IN THE JANUARY 7, 2016 EMAIL**

**WHEREAS**, the City of Hoboken is currently involved in a tort claim with Plaintiff Sheehan (**CLAIM NO.: 001196699**); and,

**WHEREAS**, Florio Kenny & Raval has represented the City’s legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of a January 7, 2016 email from James Renner to Quentin Wiest; and,

**WHEREAS**, after legal guidance from Florio Kenny & Raval, the City Council finds its suggested monetary settlement amount to be reasonable, and in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Florio Kenny & Raval is hereby authorized to settle the matter of the tort claim with Plaintiff Sheehan (**CLAIM NO.: 001196699**) in an amount up to the monetary amount suggested by James Renner to Quentin Wiest by the January 7, 2016 email.

Meeting date: January 20, 2016

**Approved as to Content:**

**Approved as to Form:**

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

\_\_\_\_\_  
**, Esq.**  
**Corporation Counsel**

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

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

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

**January 20, 2016**

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<b>VENDOR</b>	<b>5 ITEMS</b>
Migdalia Santos 560 Marshall Drive Apartment 7D Hoboken, NJ 07030	\$100.00
Gerri T. Bresler 302 Mott Street Apartment 30 New York, New York 10012	\$100.00
Via Rove, LLC (Mobile Vendor) P.O. Box 234 Woodbridge, NJ 07095	\$175.00
Fernando Bresler 320 W. 30 <sup>th</sup> Street Apartment 7G New York, New York 10001	\$100.00
Interior Motif 629 Washington Street Hoboken, NJ 07030	\$175.00
<b>PARKING FACILITY</b>	<b>5 ITEMS</b>
Independence Garage, LLC 2 12 <sup>th</sup> Street Hoboken, NJ 07030	\$300.00
Packard Parking, LLC 1300 Garden Street Hoboken, NJ 07030	\$300.00
Sovereign Garage, LLC 2 14 <sup>th</sup> Street Hoboken, NJ 07030	\$300.00
Observer Highway Garage, LLC 50 Bloomfield Street Hoboken, NJ 07030	\$300.00
SP Plus 57 Hudson Street Hoboken, NJ 07030	\$300.00
<b>Music Devices and Vending Machines</b>	<b>1 ITEM</b>
The Stewed Cow 400 Adams Street Hoboken, NJ 07030	\$100.00
<b>LUMBAR YARD</b>	<b>1 ITEM</b>
General Lumber Company, Inc. 200 Clinton Street Hoboken, NJ 07030	\$250.00

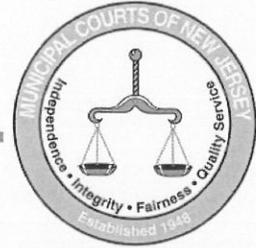


**MUNICIPAL COURT OF HOBOKEN**

Hudson County

100 Newark Street  
Hoboken, NJ 07030

Phone: 201-420-2120 • Fax: 201-420-2138



**Honorable Judge**  
Michael A. Mongiello, CJMC

**Court Administrator**  
Kerri Azzoline

**Honorable Judge**  
Cataldo F. Fazio, JMC

Monday, January 04, 2016

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 1111 IN THE AMOUNT OF \$391,964.76 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF DECEMBER 2015 ATS/ACS SYSTEM.

VERY TRULY YOURS,

KERRI AZZOLINE,

COURT ADMINISTRATOR

Cc: QUENTIN WIEST, BUSINESS ADMINISTRATOR

1111

**CITY OF HOBOKEN**

MUNICIPAL COURT GENERAL ACCOUNT  
94 WASHINGTON STREET  
HOBOKEN, NJ 07030

DATE 1/4/16

55-7203-2212

BY THE ORDER OF Treasurer, City of Hoboken

\$ 391964.<sup>76</sup>/<sub>100</sub>

Three hundred ninety one thousand nine hundred sixty four <sup>76</sup>/<sub>100</sub>'s

DOLLARS  Security Features Included. Details on Back.



Clifton Office • Clifton, NJ 07011  
Investors 24 Hour Service: 1-888-444-4466 • myinvestorsbank.com

[Signature]

FOR Fines, Costs, etc 12/15

⑈001111⑈ ⑆221272031⑆ 639906408⑈

COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT  
AND  
RECORD OF DEPOSITS WITH TREASURER

Report for the Month of DECEMBER, 2015

To: Mr. George De Stefano, Treasurer:

I certify that the following collections were made by the court for the month indicated and that records of these collections are available in the court.

Municipal Court Director

Attached is our Check No. 1111 for collections of Fines and Costs of Court. Included therein are collections from the Violations Bureau for the month of December, 2015 in the amount of \$391,964.76 total.

TOTAL FINES & COSTS	\$ <u>391,964.76</u>	CHECK NO. <u>1111</u>
BAIL	<u>100.00</u>	<u>1109</u>
PUBLIC DEFENDER	\$ <u>100.00</u>	CHECK NO. <u>1112</u>
POAA	\$ <u>5,808.50</u>	CHECK NO. <u>1113</u>
SPECIAL COLLECTIONS	\$ <u>180,696.37</u>	
TOTAL COLLECTIONS	\$ <u>578,669.63</u>	

I hereby certify that on \_\_\_\_\_, the Hoboken Municipal Court deposited with the City Treasurer the amount indicated above.

\_\_\_\_\_  
CITY TREASURER

M. Pepe 1/4/16  
ASSISTANT CITY TREASURER.

OFFICE OF THE TAX COLLECTOR  
MONTHLY REPORT

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

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month  
of DECEMBER ,2015

Receipts on Taxes

2016 Taxes 1-2 Quarters...	1,025,794.47	
Minus Bad Check...	1,289.09	
2016 Added Assessment...	9,562.56	
Total 2016 Taxes Receipts...		1,034,067.94

2015 Taxes 3 - 4 Quarters....	1,319,400.40	
Minus Bad Check...	4,269.63	
2015 Taxes 1-2 Quarters...	39,476.46	
2015 Addedd AssessmentsTaxes	90,783.78	
Total 2015 Taxes Receipts....		1,445,391.01

Miscellaneous Tax Receipts

Interest on Taxes...	32,810.70	
Minus Bad Check...	51.21	
Duplicate Bill Fee...	10.00	
Bounced Check Fee...	20.00	
Total Miscellaneous Tax Receipts		32,789.49

Total Taxes & Miscellaneous Tax Receipts....

2,512,248.44

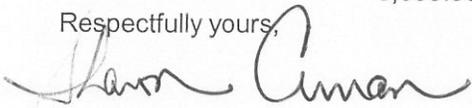
\*\*\*\*\*Abatements not included in Edmunds Cash Receipts Report\*\*\*\*\*

Abatements

Abatement Principal.....	51,373.69	
Abatement Interest.....	1,157.57	
Abatement Totals.....	*****	<u>52,531.26</u>

<u>Bounced Checks</u>	Amount
221/19/C04	188.92
159/20.01/3C	1,061.70
171/16/C01-A	558.34
114/1/C0603	1,970.87
117/11/C003B	<u>1,830.10</u>
	5,609.93

Respectfully yours,

  
Sharon Curran, Tax Collector

Range: Block: First to Last  
 Lot:  
 Qual:  
 Range of Codes: First to Last  
 Range of Batch Ids: First to Last  
 Range of Spec Tax Codes: First to Last  
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y  
 Misc: Y  
 Payment Method Includes: Cash: Y Check: Y Credit: Y  
 Print Miscellaneous w/Block/Lot/Qual: N  
 Range of Years: First to 2016  
 Range of Periods: 1 to 12  
 Range of Dates: 12/01/15 to 12/31/15  
 Print Ref Num: N  
 Range of Installment Due Dates: First to Last  
 Print Only Miscellaneous w/Block/Lot/Qual: N

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2014	2015	2016		
001 TAX-Billing	1275	0.00	0.00	1,332,859.35	1,025,794.47	29,912.15	2,388,565.97
014 ADDED ASSESSMENT/OMI	37	0.00	0.00	90,783.78	9,562.56	1,978.56	102,324.90
SUB SUBSEQUENT TAX	9	0.00	0.00	26,017.51	0.00	919.99	26,937.50
Tax Payments	1321	0.00	0.00	1,449,660.64	1,035,357.03	32,810.70	2,517,828.37
00L OUTSIDE REDEEM	12	23,832.74	0.00	0.00	0.00	1,668.93	25,501.67
FEE	3	165.00	0.00	0.00	0.00	0.00	165.00
Lien Payments	15	23,997.74	0.00	0.00	0.00	1,668.93	25,666.67
005 BOUNCED CHECK FEE	1	20.00	0.00	0.00	0.00	0.00	20.00
012 DUPLICATE BILLS	2	10.00	0.00	0.00	0.00	0.00	10.00
Misc Payments	3	30.00	0.00	0.00	0.00	0.00	30.00
NSF BOUNCED CHECK	8	0.00	0.00	4,269.63-	1,289.09-	51.21-	5,609.93-
Tax NSF	8	0.00	0.00	4,269.63-	1,289.09-	51.21-	5,609.93-
<b>Payments Total:</b>	<b>1339</b>	<b>24,027.74</b>	<b>0.00</b>	<b>1,449,660.64</b>	<b>1,035,357.03</b>	<b>34,479.63</b>	<b>2,543,525.04</b>
<b>NSF Reversals Total:</b>	<b>8</b>	<b>0.00</b>	<b>0.00</b>	<b>4,269.63-</b>	<b>1,289.09-</b>	<b>51.21-</b>	<b>5,609.93-</b>
<b>Total:</b>	<b>1347</b>	<b>24,027.74</b>	<b>0.00</b>	<b>1,445,391.01</b>	<b>1,034,067.94</b>	<b>34,428.42</b>	<b>2,537,915.11</b>

Total Cash: 7,318.03  
 Total Check: 2,432,577.77  
 Total Credit: 98,019.31

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	DAILY DEPOSITS FOR THE MONTH OF DECEMBER 2015													
2					2,517,858.37									
3	Date	Total	Interest	2015 3-4 Qtr. Taxes	2015 1-2 Qtr. Taxes	2015 Added Assmnt	2016 1-2 Qtr. Taxes	2016 Added Assessment	Bounced Check Fee	Duplicate Bill Fee	Abatement Principal 4/15	Abatement Prin. 2/2015	Abatmnt Interest	
4	12/1/2015	20,426.56	184.79	18,251.88			1,989.89							
5	12/1/2015	8,386.52	72.25	8,314.27										
6	12/2/2015	23,788.52	211.58	22,308.14			1,268.80						39.05	
7	12/2/2015	7,029.00	81.84	6,947.16							3,416.92			
8	12/3/2015	22,596.79	288.81	16,604.29			1,631.73							
9	12/3/2015	2,036.67				4,071.96								
10	12/4/2015	26,108.13	246.76	15,374.16			2,036.67				7,151.20		77.20	
11	12/4/2015	3,542.99	34.76	3,508.23			10,487.21							
12	12/7/2015	25,485.39	130.56	10,586.54			14,768.29							
13	12/7/2015	173,694.89	2,819.88	120,821.32		12,694.26	29,916.34	7,443.09			5,116.95	225.87	67.95	
14	12/7/2015	19,557.00	215.59	15,431.47	19.61		3,890.33							
15	12/8/2015	21,417.60	274.51	18,066.92		142.10	2,934.07				3,708.09		53.18	
16	12/8/2015	15,813.99	162.94	13,557.11			2,093.94							
17	12/8/2015	118.62	0.97	117.45			0.20							
18	12/9/2015	19,540.45	196.79	14,187.85		1,122.75	4,028.06							
19	12/9/2015	15,839.14	221.24	15,262.36			355.54			5.00				
20	12/10/2015	73,365.90	1,047.09	67,070.29			5,248.52							
21	12/10/2015	45,506.44	602.51	40,225.25			4,678.68							
22	12/11/2015	120,898.57	2,217.30	112,941.63			5,739.64				1,097.66		9.76	
23	12/11/2015	24,712.87	279.03	21,972.04		155.94	2,212.20	93.66						
24	12/14/2015	71,287.37	1,205.43	45,700.11	3,292.61		20,963.28	125.94						
25	12/14/2015	173,559.64	2,936.46	137,689.12	3,353.50	3,066.39	26,494.17							
26	12/14/2015	82,203.42	1,170.11	47,507.93	97.65	19,523.01	13,768.70	136.02	20.00					
27	12/14/2015	230.85	1.12	117.45			112.28							
28	12/15/2015	37,065.49	531.86	35,874.05			659.58							
29	12/15/2015	12,040.94	167.36	9,140.24		62.38	2,670.96							
30	12/16/2015	49,167.76	885.34	33,909.90	2,631.81		11,740.71				3,381.75	2,705.72	89.68	



REDEMPTIONS FOR THE MONTH OF DECEMBER 2015									
Date	Block	Lot	Qual.	Certificate#	Address	Redemption Amount	Premium Amount		
12/28/2015	204	23	C0005	15-00073	107 sixth St.	661.54	1,700.00		
12/30/2015	238	20		15-00089	910 Castle Point Rd.	4,575.63	5,100.00		
12/31/2015	68	20		15-00030	524 Jefferson St.	20,429.50	25,000.00		
<b>Total</b>						25,666.67	31,800.00		



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

January 12, 2016

Honorable Mayor and Council members:

Enclosed is the Tax Collector's Annual Report from January 1, 2015 to December 31, 2015.

Attached is a final delinquent report showing tax balances as of December 31, 2015 also a list of Municipal Liens eligible for In Rem Foreclosure and a certified copy of the 2015 Tax Rate.

On April 10, 2015, we held a Tax Sale which included taxes, Abatement charges and North Hudson Sewerage charges. 109 liens were sold to third party lien holders. We collected \$193,986.13 in taxes, interest, abatements and tax sale costs. We also collected \$65,554.51 for North Hudson Sewerage Authority and \$1,188,500.00 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,

Sharon Curran  
Tax Collector  
City of Hoboken

OFFICE OF THE TAX COLLECTOR  
 Annual Summary of Collections during January 1, 2015 through December 31, 2015

Receipts on Taxes

2016 Taxes 1-2 Quarters...	1,345,053.28	
2016 Taxes 3-4 Quarters...	221,409.20	
2016 Added Assessment Tax...	10,049.09	
<b>Total Taxes Collected 2016</b>		<b>1,576,511.57</b>

2015 Taxes 1-2 Quarters....	77,767,920.40	
2015 Taxes 3-4 Quarters...	86,556,962.40	
2015 Added Assessment Tax....	1,639,394.52	
<b>Total Taxes Collected 2015</b>		<b>165,964,277.32</b>

2014 Taxes 1-2 Quarters....	87,165.34	
2014 Taxes 3-4 Quarters....	737,310.18	
2014 Added Assessments...	24,155.17	
<b>Total Taxes Collected 2014</b>		<b>848,630.69</b>

Miscellaneous Receipts

Interest on Taxes and Assessments....	231,010.50	
Bounced Check Fee....	840.00	
Duplicate Tax Bill Fee...	200.00	
Duplicate Cert. of Sale Fee...	100.00	
<b>Total Miscellaneous Tax Receipts....</b>		<b>232,150.50</b>

Pilot Taxes Receipts

Pilot Tax Principal....	11,558,719.67	
Interest on Pilot Tax....	1,486.59	
<b>Total Collected on Pilot and Interest Receipts</b>		<b>11,560,206.26</b>

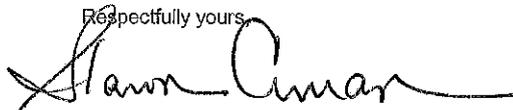
Tax Sale 4/10/2015

Tax Sale Costs....	22,523.67	
Tax Sale Sewer Principal & Interest Charges.	239,315.22	
Tax Sale Construction Code Fees...	52,000.00	
Tax Sale Premium Receipts....	1,188,500.00	
<b>Total Miscellaneous Tax Sale Receipts...</b>		<b>1,502,338.89</b>
Total		<b>181,684,115.23</b>
Minus Bad Checks		<b>340,997.88</b>
<b>Annual Total of Tax Collections</b>		<b><u>181,343,117.35</u></b>

Tax Abatement Collections

Abatement Principal Collected....	2,427,298.38	
Abatement Interest....	4,298.05	
Abatement Totals...	2,431,596.41	
Minus Bad Checks...	<u>2,705.72</u>	
<b>Abatement Total Collected...</b>	<b><u>2,428,890.69</u></b>	

Respectfully yours,



Sharon Curran  
 Tax Collector





34	September collected a Pilot payment \$113,771.62 booked in the Finance Office not recorded on the Edmunds System.	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
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Range: Block: First to Last  
 Lot:  
 Qual:  
 Range of Codes: First to Last  
 Range of Batch Ids: First to Last  
 Range of Spec Tax Codes: First to Last  
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y  
 Misc: Y  
 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
			2014	2015	2016		
001 TAX-Billing	69553	0.00	643,572.35	163,733,346.39	1,566,462.48	194,790.27	166,138,171.49
014 ADDED ASSESSMENT/OMI	1459	0.00	24,155.17	1,639,394.52	10,049.09	3,818.17	1,677,416.95
082 IN LIEU OF TAXES	149	0.00	0.52	11,558,719.15	0.00	1,486.59	11,560,206.26
901 TAX SALE - TAXES	117	0.00	165,157.37	0.00	0.00	14,990.33	180,147.70
SUB SUBSEQUENT TAX	324	0.00	15,745.80	582,552.62	0.00	14,392.90	612,691.32
Tax Payments	71602	0.00	848,631.21	177,514,012.68	1,576,511.57	229,478.26	180,168,633.72
016 TAX ABATEMENT	18	0.00	19,418.30	0.00	0.00	1,010.06	20,428.36
077 SEWER SPEC CHARGES	80	0.00	153,893.23	0.00	0.00	19,867.48	173,760.71
078 Non Paid Penalties	3	0.00	52,000.00	0.00	0.00	3,018.83	55,018.83
902 TAX SALE - SEWER	48	0.00	55,623.70	0.00	0.00	9,930.81	65,554.51
905 T.S. ABATEMENTS	6	0.00	3,954.26	0.00	0.00	221.35	4,175.61
Sp Charges Payments	155	0.00	284,889.49	0.00	0.00	34,048.53	318,938.02
020 MUN LIEN TAX	360	4,771.55	0.00	0.00	0.00	7,512.78	12,284.33
00L OUTSIDE REDEEM	600	917,547.66	0.00	0.00	0.00	141,423.69	1,058,971.35
FEE	124	14,971.37	0.00	0.00	0.00	0.00	14,971.37
Lien Payments	1084	937,290.58	0.00	0.00	0.00	148,936.47	1,086,227.05
005 BOUNCED CHECK FEE	46	840.00	0.00	0.00	0.00	0.00	840.00
009 T.S. AD/MAILING FEE	156	0.00	0.00	0.00	0.00	12,860.85	12,860.85
012 DUPLICATE BILLS	38	200.00	0.00	0.00	0.00	0.00	200.00
018 DUPLICATE CERTI	1	100.00	0.00	0.00	0.00	0.00	100.00
903 TAX SALE PREMIUM	100	1,188,500.00	0.00	0.00	0.00	0.00	1,188,500.00
904 TAX SALE COST	109	0.00	0.00	0.00	0.00	9,662.82	9,662.82
Misc Payments	450	1,189,640.00	0.00	0.00	0.00	22,523.67	1,212,163.67
NSF BOUNCED CHECK	91	0.00	1,966.20	317,498.63	11,872.88	676.38	332,014.09
Tax NSF	91	0.00	1,966.20	317,498.63	11,872.88	676.38	332,014.09
Payments Total:	73291	2,126,930.58	1,133,520.70	177,514,012.68	1,576,511.57	434,986.93	182,785,962.46

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2014	2015	2016		
NSF Reversals Total:	<u>91</u>	<u>0.00</u>	<u>1,966.20-</u>	<u>317,498.63-</u>	<u>11,872.88-</u>	<u>676.38-</u>	<u>332,014.09-</u>
Total:	73382	2,126,930.58	1,131,554.50	177,196,514.05	1,564,638.69	434,310.55	182,453,948.37

Total Cash: 574,674.00

Total Check: 180,927,611.50

Total Credit: 951,662.87

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
Original Billed	1,076,979.44	1,076,977.59	1,196,925.59	1,196,922.69	4,547,805.31
Added/Omitted	10,057.15	10,056.98	0.00	51,878.59	71,992.72
Other Billing	10,150.64-	16,973.09-	0.00	54,252.78-	81,376.51-
Balance Adjustments (Prin)	13,392.45	5,273.19	3,771.23	24,731.85	47,168.72
Payments (Prin)	1,062,770.43	969,169.49	993,526.93	623,828.90	3,649,295.75
Payments (Pnlt)	0.00	0.00	0.00	0.00	0.00
NSF (Prin)	5,731.34	2,616.86	4,116.25	3,440.34	15,904.79
NSF (Pnlt)	0.00	0.00	0.00	0.00	0.00
Tax Balance (Prin + Pnlt)	33,239.31	108,782.04	211,286.14	598,891.79	952,199.28
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)	33,239.31	108,782.04	211,286.14	598,891.79	952,199.28
Payments (Intr)	17,899.65	13,460.56	11,213.92	3,563.79	46,137.92
NSF (Intr)	78.15	98.87	133.18	40.24	350.44
Balance Adjustments (Intr)	0.00	0.00	0.00	0.00	0.00
Prior Yr/Prd Balance:	10,707.63-				
Current Balance:	952,199.28				
Total Per Diem Interest:	37,458.28				
Total Balance:	978,949.93				

2015 DEDUCTIONS

Number of Accts:	617	Senior Citizen	3
Land Value:	141,939,600	Disabled Person	0
Improvement Value:	162,174,000	Surviving Spouse	0
Limited Exemptions:	181,200	Veteran	2
Net Taxable Value:	303,932,400	widow of Veteran	4

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 12/31/15		As Of Date: 12/31/15				
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 NEWARK ST	003054 L2	09/19/83	8,920.23	77,169.01	86,089.24			
13. 16. 90 JACKSON ST	000165	12/30/97	14,571.08	50,182.33	64,753.41			
139. 1.01 50 OF HUDSON PLACE	097146	06/25/09	78,103.93	254,744.25	332,848.18			
158. 24. WILLOW COURT SOUTH	005205	12/31/52	73,292.42	1,026,722.09	1,100,014.51			
158.01 33. WILLOW COURT NORTH	000051	12/31/75	14,618.68	136,941.81	151,560.49			
165. 37. 210 PARK AVE REAR	003178	10/30/85	35.19	1,892.02	1,927.21			
165. 38. 224 PARK AVE REAR	003179	10/30/85	35.19	1,366.18	1,401.37			
165. 39. 226-232 PARK AVE REAR	003180	10/30/85	105.05	80,707.45	80,812.50			
166. 40. 322 PARK AVE / REAR	003409	12/08/87	111.54	4,642.58	4,754.12			
166. 41. 336 PARK AVE REAR	003183	10/30/85	35.19	1,714.80	1,749.99			
167. 24. 250-254 FIFTH ST	000353	02/22/94	241.66	955.52	1,197.18			
168. 41. 628 PARK AVE REAR	003184	10/30/85	35.19	1,540.00	1,575.19			
177. 37. 111-115 PARK AVE REAR	003302	12/03/86	128.45	4,802.14	4,930.59			
177. 38. 118 GARDEN ST REAR	003186	10/30/85	35.19	1,366.13	1,401.32			
177. 39. 121 PARK AVE REAR	003187	10/30/85	35.19	1,540.45	1,575.64			
177. 40. 122-128 GARDEN ST REAR	003188	10/30/85	68.30	4,920.08	4,988.38			

Block/Lot/Qual Property Location	Cert Num Additional Lots	Sale Date	Amount of Sale	Subsequent Chrgs & Intr	Redemption Amount	Date	Recording Book	Page
177. 41. 132 GARDEN ST REAR	003299	12/03/86	52.94	1,367.94	1,420.88			
178. 41. 226-230 GARDEN ST REAR	98-219	06/24/98	170.90	3,337.13	3,508.03			
178. 42. 236 GARDEN ST REAR	094244	02/22/94	62.20	654.13	716.33			
179. 47. 307 PARK AVE REAR	003190	10/30/85	35.19	1,540.47	1,575.66			
179. 49. 317 PARK AVE REAR	003191	10/30/85	51.75	3,284.26	3,336.01			
179. 51. 321 PARK AVE REAR	003192	10/30/85	35.19	1,714.68	1,749.87			
179. 52. 329-339 PARK AVE REAR	003193	10/30/85	174.91	9,857.21	10,032.12			
180. 41. 509 PARK AVE REAR	11-00072	04/08/11	153.89	1,083.73	1,237.62			
180. 41.01 515 PARK AVE REAR	003195	10/30/85	158.35	18,134.12	18,292.47			
181. 31. 608 GARDEN ST REAR	003196	10/30/85	35.19	1,540.47	1,575.66			
181. 33. 630 GARDEN ST REAR	003198	10/30/85	51.75	3,107.49	3,159.24			
188. 46. GARDEN STREET (REAR)	009502	06/27/95	39.83	248.67	288.50			
189. 47. 214-220 BLOOMFIELD REAR	003199	10/30/85	84.86	6,783.33	6,868.19			
190. 32. 327 GARDEN ST REAR	003200	10/30/85	35.19	1,714.68	1,749.87			
192. 44. 513 GARDEN ST REAR	003411	12/08/87	63.27	2,714.31	2,777.58			
192. 45. 520 BLOOMFIELD (REAR)	003201	10/30/85	35.19	247.11	282.30			
192. 48. 526 BLOOMFIELD ST REAR	003204	10/30/85	35.19	1,366.21	1,401.40			
193. 53. 606 BLOOMFIELD ST REAR	003412	12/08/87	39.13	1,592.51	1,631.64			

Block/Lot/Qual Property Location	Cert Num Additional Lots	Sale Date	Amount of Sale	Subsequent Chrgs & Intr	Redemption Amount	Date	Recording Book	Page
193. 54. 609-615 GARDEN ST REAR	003205	10/30/85	68.30	24,094.53	24,162.83			
193. 55. 612-618 BLOOMFIELD REAR	003206	10/30/85	84.86	6,468.28	6,553.14			
193. 56. 621 GARDEN ST REAR	003207	10/30/85	35.19	1,337.99	1,373.18			
193. 57. 625-633 GARDEN ST REAR	003208	10/30/85	84.86	7,808.29	7,893.15			
193. 59. 632 BLOOMFIELD ST REAR	003210	10/30/85	35.19	1,540.48	1,575.67			
193. 60. 636 BLOOMFIELD ST REAR	003211	10/30/85	35.19	1,540.47	1,575.66			
194. 47. 720 BLOOMFIELD ST REAR	003212	10/30/85	35.19	3,295.22	3,330.41			
194. 48. 724-726 BLOOMFIELD REAR	003213	10/30/85	51.75	6,381.51	6,433.26			
207. 30. 802-806 WASHINGTON REAR	003214	10/30/85	51.75	7,401.19	7,452.94			
207. 31. 827-831 BLOOMFIELD REAR	003215	10/30/85	35.19	6,029.65	6,064.84			
207. 32. 107 NINTH ST	003216	10/30/85	68.30	16,313.86	16,382.16			
208. 39. 108 NINTH ST	003217	10/30/85	68.30	12,127.40	12,195.70			
208. 40. 917-925 BLOOMFIELD REAR	003218	10/30/85	51.75	5,879.59	5,931.34			
229. 1. 5-21 HUDSON PLACE	000297	02/22/94	397.36	1,617.66	2,015.02			
231. 4. 207-09 RIVER STREET	000273	02/22/94	305.76	1,255.48	1,561.24			
<b>Total Liens</b>								
49								
<b>Sale Amount</b>								
193,096.34								
	<b>Subsq</b>							
	Chrgs & Intr							
	1,814,586.89							
		<b>Total</b>						
		2,007,683.23						

EXPLANATION OF COMPUTED TAX RATES FOR HOBOKEN CITY

	NET VALUE USED TO COMPUTE LOCAL RATES -11,158,183.03	TOTAL TAXES TO BE RAISED	ADJUSTS TO TOTAL TAXES	NET TAXES TO BE RAISED	APPORTIONED VALUE USED TO COMPUTE COUNTY RATES -12,720,003.50	COMPUTED TAX RATE	ROUNDED TAX RATE	EXPECTED SURPLUS DUE TO ROUNDING
COUNTY TAX.....	68,102,328.70	775,989.57	.00	67,327,339.13		.60339981	.604	
LIBRARY TAX.....			.00	.00		.00000000	.000	
HEALTH SERVICE TAX.....			.00	.00		.00000000	.000	
CITY OPEN SPACE TAX.....	636,000.18	.00	.00	636,000.18		.005669985	.006	
DISTRICT SCHOOLL TAX.....				40,245,654.00		.36868286	.361	
REGIONAL SCHOOL TAX.....				.00		.00000000	.000	
LOCAL SCHOOL TAX.....				.00		.00000000	.000	
MUNICIPAL OPEN SPACE TAX				2,231,636.00		.019999999	.020	
MUNICIPAL LIBRARY TAX...				4,143,902.00		.03713778	.037	
MUNICIPAL PURPOSE TAX...				52,377,117.00		.46940543	.469	
TOTAL TAX RATE				166,961,648.31		1.49831972	1.497	76,351.69

CERTIFICATION SCHEDULE OF THE 2015 GENERAL TAX RATE

Persuanc 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 2015 tax year.

Donald Kenny  
County Tax Administrator  
Date 7/6/15

James D. Andrew, President  
Vincent Castellino, Deputi Director

Joseph P. Ferraro, County Clerk  
Anthony J. Veronesi, County Assessor  
Joel Brennan, Chief

**TAX SALE APRIL 10, 2015**

BREAKDOWN OF MONIES RECEIVED FROM TAX SALE

109 PARCELS WENT TO TAX SALE

109 LIENS WERE SOLD TO THIRD PARTY LIEN HOLDERS

Total amount received at Tax Sale \$1,448,040.64

Monies deposited into the General Account \$1,448,040.64

**Tax Sale Deposit** **\$1,448,040.64**

Break down of Tax Sale

Taxes 169,111.63

Interest on Taxes 15,211.68

Tax Sale Cost 9,662.82

Total **193,986.13** MONIES DEPOSITED INTO GENERAL ACCOUNT

North Hudson Sewerage 55,623.70 Collected at the Tax Sale

North Hudson Interest 9,930.81 Collected at the Tax Sale

Total **65,554.51** Wire into North Hudson Sewerage Authority Account

Premiums \$ **1,188,500.00** Wire into the Tax Collectors Premium Account

**Total Collected At Tax Sale** **\$1,448,040.64**

All monies collected for North Hudson Sewerage Authority BEFORE TAX SALE

Principal Amount 153,893.23

Interest 19,867.48

Total **173,760.71** WIRE MONIES INTO NORTH HUDSON SEWERAGE ACCOUNT

(All N.H.S.A. Payments received by the Tax Collector's Office Before the Tax Sale were Deposited into the General Account.)

Tax Sale Year	Certificates sold at Tax Sale
2015	109
2014	89
2013	95
2012	124
2011	104
2010	210
2009	272
2008	183

**Total amount to be wired to North Hudson Sewerage Authority \$239,315.22**

**CITY OF HOBOKEN  
CLAIMS LISTING  
JANUARY 20, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ADM BUSINESS ADMINISTRATION	ICAPITAL	15-01170	BOSWELL ENGINEERING	OVERSIGHT-ROAD IMP. PROJECT A	\$ 3,654.00		
		15-01175	BOSWELL ENGINEERING	ENGINEER FOR JEFFERSON STREET	\$ 1,272.00		
		15-04098	T & M ASSOCIATES	CITYWIDE WAYFINDING & FIRST ST	\$ 10,000.00		
	ICDBG2818	15-04406	APPRAISAL CONSULTANTS CORP.	CONSULTATION & APPRAISAL FEES	\$ 2,400.00		
		13-00780	RSC ARCHITECTS	PROFESSIONAL SVC - ARCHITECTS	\$ 1,496.01		
		13-03328	EI ASSOCIATES	GENERATOR ELECTRICAL ENGRNG	\$ 9,234.70		
		IOPERATING	15-00209	BOSWELL ENGINEERING	WATER FRONT/CASTLE PT/SINATRA	\$ 2,499.00	
	15-01172		BOSWELL ENGINEERING	ON CALL CITY ENGINEER	\$ 4,747.00		
	15-02573		BOSWELL ENGINEERING	CITY H STORM WATER IMPROVEMENT	\$ 2,397.00		
	15-04222		RUTGERS CENTER FOR GOV SVS	REIMBURSEMENT - D. AMADO	\$ 731.00		
	15-04243		B & M CONTRACTING, INC	REPAIRS AT HOBOKEN AMBULANCE	\$ 6,200.00		
	15-04413		BROWN & BROWN METRO INC	OCT 2015 RMC & GSMJIF FEES	\$ 5,400.00		
	15-04524		TROY & BANKS, INC.	TELEPHONE & ELECTRICAL AUDIT	\$ 367.57		
	16-00012		NEW JERSEY MOTOR VEHICLE	DRIVER'S ABSTRACT	\$ 150.00		
	16-00003		LITTLE TOWN SOCIAL	EMPLOYEE POST HOLIDAY PARTY	\$ 612.00		
	ADM FINANCE SUPERVISORS OFF		IOPERATING	15-04201	M.G.L. FORMS-SYSTEMS LLC	2015 1099MISC FORMS W/ENVELOPE	\$ 448.00
				15-04486	PRIME POINT LLC	PAYROLL PROCESSING CHARGES	\$ 5,649.75
				16-00025	HOBOKEN PUBLIC LIBRARY	LIBRARY MONTHLY PAYMENTS	\$ 368,256.12
		16-00026		ANTON PESKENS	REPLENISH FIRE DEPT PETTY CASH	\$ 300.00	
16-00027		KENNETH FERRANTE, POLICE CHIEF		REPLINSH PETTY CASH POLICE DEP	\$ 100.00		
16-00031		TREASURER, STATE OF NJ		1992 GREEN TRUST FUND	\$ 53,591.16		
16-00035		VIJAY CHAUDHURI		REIMBURSEMENTS TRAVEL/EXPENSES	\$ 269.28		
ADM MAYOR'S OFFICE	IOPERATING	16-00035	VIJAY CHAUDHURI	REIMBURSEMENTS TRAVEL/EXPENSES	\$ 269.28		
ADM MUNICIPAL COURT	IOPERATING	15-04287	STAPLES PRINT SOLUTIONS	ELECTRONIC PATS TICKETS	\$ 4,235.00		
ADM OEM	IOPERATING	15-03531	TURNOUT FIRE & SAFETY, INC.	UNIFORMS FOR SECURITY	\$ 1,412.75		
ADM PARKING UTILITY	IPARK UTILITY	15-03927	FASTENAL	EMERGENCY SUPPLIES OEM	\$ 2,421.20		
		15-00063	FISH WINDOW CLEANING	HPU WINDOW CLEANING - 2015	\$ 85.00		
		15-01040	FASTENAL	MISC. SUPPLIES/GARAGES	\$ 495.31		
		15-03397	FREELAND HOIST & CRANE	916 GARDEN ST. HOIST INSPECT	\$ 600.00		
		15-03761	METRO FIRE & COMMUNICATIONS	SMOKE DETECTORS - GARAGE D	\$ 2,075.76		
		15-03835	LBJ GRAPHIC SOLUTIONS, LLC	METER LABEL PRINTING	\$ 1,005.61		
		15-04156	COOPER PEST SOLUTIONS, INC.	GARAGE PEST CONTROL	\$ 90.00		
		15-04159	CENTRO AUTO BODY INC	VEHICLE DAMAGE REPAIRS	\$ 2,025.19		
		15-04162	VANORE ELECTRIC, INC.	LIGHT INSTALLATION-916 GARDEN	\$ 2,215.00		
		15-04246	ULINE	OFFICE CHAIRS-FRONT WINDOWS	\$ 1,173.56		
		15-04248	FCA LIGHTING	MIDTOWN GARAGE ELECTRICAL	\$ 2,200.00		
		15-04250	IMSA	SIGNAL & TRAFFIC MEMBERSHIPS	\$ 255.00		
		15-04251	NOBEL COMPUTER SYSTEMS, INC.	HOSTING/IMPOUNDS-NOVEMBER 2015	\$ 1,924.00		
		15-04265	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - NOVEMBER 2015	\$ 6,123.75		
		15-04357	METROPOLITAN COFFEE SERVICE	COFFEE SUPPLIES	\$ 153.45		

**CITY OF HOBOKEN  
CLAIMS LISTING  
JANUARY 20, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM PARKING UTILITY	IPARK UTILITY	15-04360	B & M CONTRACTING, INC	CONCRETE WORK-GARAGE B	\$ 5,900.00
		15-04362	HOBOKEN REPORTER	HPU ADVERTISING - NOVEMBER	\$ 358.80
		15-04363	MOTION SYSTEMS CORPORATION	ACTUATORS - 916 GARDEN STREET	\$ 690.00
		15-04364	MTB ELECTRIC	MIDTOWN GARAGE ELECTRICAL	\$ 5,507.44
		15-04374	NOOK INDUSTRIES INC	FREIGHT CHARGES - 15-03620	\$ 58.84
		15-04375	CITY PAINT AND HARDWARE	MISC. SUPPLIES	\$ 30.71
		15-04377	MTB ELECTRIC	ELECTRICAL WORK-MIDTOWN GARAGE	\$ 954.00
		15-04449	ENFO TECH & CONSULTING, INC.	GOVONLINE SOFTWARE UPGRADE	\$ 3,600.00
		15-04450	G & F ENTERPRISE	UNIFORM PURCHASES	\$ 3,725.00
		15-04451	CIVIL SERVICE COMMISSION	CSR TRAINING COURSE	\$ 5,200.00
		15-04455	PSE&G COMPANY	GARAGE G UTILITIES - NOVEMBER	\$ 1,465.16
		15-04456	MILE SQUARE LOCKSMITH	HPU LOCK SERVICES	\$ 2,265.00
		15-04457	PITNEY BOWES	LEASE PAYMENT-DECEMBER	\$ 102.00
		15-04458	ACADEMY EXPRESS LLC	HOP BUS WASHES - 11/24-11/25	\$ 80.00
		15-04459	AMANO McGANN, INC.	UNPAID FREIGHT CHARGES	\$ 22.00
		15-04460	HOBOKEN GLASS COMPANY	REPLACE WIRE GLASS	\$ 175.00
		15-04461	VERIZON	HPU PHONE UTILITIES-DECEMBER	\$ 83.54
		15-04462	FEDEX GROUND PACKAGE SYSTEM	DELIVERY SERVICES-916 GARDEN	\$ 34.82
		15-04466	NETWORKFLEET, INC.	GPS PARTS - ONSTREET	\$ 818.77
		15-04542	RYAN SHARP	REIMBURSEMENT	\$ 1,230.89
		15-04548	VERIZON	DEC. PHONE UTILITIES	\$ 484.03
		16-00009	VERIZON WIRELESS	HPU TABLET SERVICE 11/27-12/26	\$ 330.22
		16-00013	BENEDETTO CONETTA	TOWING REFUND	\$ 288.40
		15-04402	EMPLOYERS ASSOCIATION OF NJ	M.KRAUS-BKGRNDCHECKTRNG1/20/16	\$ 75.00
		16-00006	GPANJ, INC.	ANNUAL MEMBERSHIP BUES	\$ 300.00
		13-00129	WEINER & LESNIAK, LLP	SP. LEGAL COUNSEL - LAND USE	\$ 18,105.79
		14-00337	LITE DEPALMA GREENBERG, LLC	RENT CONTROL LITIGATION	\$ 85.00
		14-00342	VOGEL, CHAIT, COLLINS	OUTSTANDING LITIGATION	\$ 915.00
		14-00729	LITE DEPALMA GREENBERG, LLC	SP LE COUNSEL - GEN LITIGATION	\$ 1,100.00
		14-03010	LITE DEPALMA GREENBERG, LLC	SP LEGAL COUNSEL-LABOR \$EMPL.	\$ 5,175.00
		15-00245	KATHLEEN M. THEURER, ESQ.	MUNICIPAL PUBLIC DEFENDER	\$ 3,300.00
		15-00248	THOMAS KOEHL, ESQ	2015 MUN. PUBLIC DEFENDER	\$ 550.00
		15-00250	SUSAN FERRARO, ESQ.	2015 MUNICIPAL PROSECUTOR	\$ 6,125.00
15-00252	ESTHER MILSTED ATTORNEY AT LAW	CHIEF MUN. PUBLIC DEFENDER	\$ 3,025.00		
15-00253	BENJAMIN CHOI, ESQ.	CHIEF MUNICIPAL PROSECUTOR	\$ 5,162.50		
15-00309	DECOTIIS, FITZPATRICK & COLE	SP COUNSEL -PUBLIC UTILITY	\$ 840.80		
15-00627	WEINER & LESNIAK, LLP	SP LEGAL COUN -CY2015 LAND USE	\$ 4,846.67		
15-00628	WEINER & LESNIAK, LLP	CY2015 LABOR AND EMPLOYMENT	\$ 2,760.00		
16-00034	GARDEN STATE MUNI.JOINT INSURA	MEMBER SIR	\$ 48,228.95		
ADM PERSONNEL	IOPERATING				
ADM PURCHASING	IOPERATING				
ADM SPECIAL COUNSEL	IOPERATING				

**CITY OF HOBOKEN  
CLAIMS LISTING  
JANUARY 20, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM SPECIAL COUNSEL	IOPERATING	15-00629	INGLESINO, WYCISKALA	CY2015 INSURANCE COUNSEL	\$ 812.58
ADM TAX COLLECTOR	IOPERATING	15-02692	CORELOGIC	REFUND OVERPAYMENT	\$ 6,089.23
		15-02696	BRIAN & JOHANNA HOLMES	REFUND OVERPAYMENT	\$ 1,735.62
		15-04525	JASON EVILISIZOR &	REFUND OVERPAYMENT	\$ 2,596.30
		15-04528	PEYTON & MORGAN FISCHER	REFUND OVERPAYMENT	\$ 221.81
		15-04532	FIRST AMERICAN TITLE INSURANCE	REFUND OVERPAYMENT	\$ 4,509.68
		15-04533	WILLIAM COPELAND	REFUND OVERPAYMENT	\$ 1,810.23
ADM/CITY CLERK	IOPERATING	15-04231	MUNICIPAL CLERKS ASSOC. NJ	ANNUAL DUES JAMES FARINA	\$ 175.00
ADM/CONSTRUCTION CODE	IOPERATING	15-04301	HOBOKEN MESSENGER SERVICE	messenger service	\$ 29.00
	ITRUST	16-00032	TREASURER, STATE OF NEW JERSEY	4TH QUARTER ST TRAINING FEES	\$ 39,079.00
CD DIRECTOR'S OFFICE	ICAPITAL	15-01880	SHIRLEY M. BISHOP, P.P.,LLC	PLANNER - AFFORDABLE HOUSING	\$ 2,324.71
		15-03387	WEINER & LESNIAK, LLP	CY2015 LAND USE - AFF. HOUSING	\$ 180.00
	IOPERATING	14-03012	BANISCH ASSOCIATES	GREEN ACRES DIVERSION MNGR	\$ 142.00
		15-01335	SHIRLEY M. BISHOP, P.P.,LLC	PRO. SERVICES-HOUSING PLANNER	\$ 1,055.41
CD MLUL PB ESCROW ACCTS	ESCROW	15-04337	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 15,738.75
		15-04354	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 2,025.00
		15-04380	AL CROCE	REFUND DEVELOPERS ESCROW	\$ 967.50
		15-04444	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 19,356.25
		15-04517	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 3,707.50
CD MLUL PLANNING BOARD	IOPERATING	15-04216	H2M ASSOCIATES INC.	PROFESSIONAL SERVICES	\$ 2,380.00
		15-04539	MASER CONSULTING P A	PROFESSIONAL SERVICES	\$ 400.00
CD MLUL ZBA ESCROW ACCTS	ESCROW	15-00177	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 586.25
		15-03828	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 319.00
		15-04075	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 9,721.00
		15-04339	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 10,325.10
		15-04378	F. CLIFFORD GIBBONS, ESQ. LLC	DEVELOPERS ESCROW	\$ 1,220.00
COMMUNITY DEVELOPMENT	CDBGWIREIDIS	15-04421	JUBILEE CENTER	CDBG REIMBURSEMENT 2015	\$ 16,858.25
		15-04546	HOBOKEN DAY CARE 100, INC.	CDBG/CITY REIM JULY-DEC '15	\$ 18,600.75
		15-04547	HOPES INC.	CDBG REIMBURSEMENT NOV 2015	\$ 4,166.67
		15-04576	MILE SQUARE DAY CARE CENTER	CDBG REIM JULY-SEPT '15	\$ 12,213.81
ES PUBLIC PROPERTY	IOPERATING	15-02631	COOPER PEST SOLUTIONS, INC.	GENERAL PEST CONTROL SERVICES	\$ 125.00
		15-02637	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 146.25
		15-04403	ENVIRONMENTAL CLIMATE CONTROL	HVAC REPAIR POLICE DEPARTMENT	\$ 262.50
		15-04495	COOPER PEST SOLUTIONS, INC.	PEST CONTROL POLICE DEPT.	\$ 120.00
		15-04497	JOHN A. EARL CO.	TOILET TISSUE CENTRAL GARAGE	\$ 109.96
		15-04506	METROPOLITAN MOP & MAP RENTAL	MAT RENTALS CITY HALL 12/15	\$ 85.65
ES SHADE TREE COMMISSION	ITRUST	15-04217	ERMELINDA DE CESARE AND	REIMBURSEMENT	\$ 100.00
ES SOLID WASTE	IOPERATING	15-04400	NATURE'S CHOICE	LEAF RECYCLING NOVEMBER 2015	\$ 1,864.50
		16-00162	CALI CARTING, INC.	SOLID WASTE/RECYCLING 01/01/16	\$ 149,166.66

**CITY OF HOBOKEN  
CLAIMS LISTING  
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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
FLEET MANAGEMENT	IOPERATING	15-03988	BORTEK INDUSTRIES, INC.	PARTS FOR CUSHMAN	\$ 1,441.50		
		15-04273	NEW JERSEY TOWING CO	TOWED FROM COUNTY ROAD	\$ 250.00		
		15-04274	KLINGER TIRE & SERVICE CO.	TIRE REPAIR FOR FORKLIFT	\$ 390.00		
		15-04275	DAVID WEBER OIL CO.	ANTI-FREEZE FOR ALL VEHLCE	\$ 650.13		
		15-04293	GENERAL SALES ADMINISTRATION	6 BUTTON CONTROLLER	\$ 319.06		
		15-04493	NEW JERSEY TOWING CO	TOWED MC8 FROM 11TH WASHINGTON	\$ 125.00		
		15-04507	FASTENAL	SUPPLIES FOR CENTRAL GARAGE	\$ 789.55		
		15-04558	FASTENAL	SUPPLIES FOR CENTRAL	\$ 158.63		
		HS BD OF HEALTH	IOPERATING	15-03990	GOVCONNECTION, INC.	DOTMATRIX PRINTER FOR VITAL	\$ 1,148.25
15-04230	LIBERTY HUMANE SOCIETY			ANIMAL CONTROL SERVICES 10-15	\$ 5,916.67		
15-04350	SHORE BUSINESS SOLUTIONS			COPIER FOR HEALTH DEPT	\$ 6,678.00		
HS CULTURAL AFFAIRS	ITRUST	15-03804	IT'S A PRINT SHOP LLC	SAND ART CRAFT TABLE	\$ 475.00		
		15-04415	RALPH DEMATTHEWS	EVENT ASSISTANCE	\$ 35.00		
		15-04418	ALL STAR RENTALS, INC.	TABLE/CHAIR RENTAL CRAFT FAIR	\$ 195.25		
		15-04419	ALL STAR RENTALS, INC.	FOLDING CHAIR RENTAL	\$ 460.00		
		15-04420	MIGDALIA PAGAN	EVENT ASSISTANCE	\$ 1,040.00		
		15-04474	ALL STAR RENTALS, INC.	ROYAL BLUE GARBAGE BARRELS	\$ 140.00		
		15-04478	JESSICA NIERADKA	EVENT ASSISTANCE	\$ 112.50		
		15-04479	PIZAR, SHAVAUN	EVENT ASSISTANCE	\$ 247.50		
		15-04480	JERSEY JOURNAL	AD - ARTISTS STUDIO TOUR	\$ 696.75		
		15-04481	HUDSON REPORTER ASSOC LP	DISPLAY ADVERTISEMENT	\$ 201.83		
		15-04482	HUDSON REPORTER ASSOC LP	ADVERTISEMENT	\$ 862.50		
		15-04483	FALLO, GERALDINE	REINBURSEMENT	\$ 790.46		
		15-04491	PAMELA GRANT	FACE PAINTING - CRAFT FAIR	\$ 175.00		
		HS DIRECTOR'S OFFICE	ICAPITAL	15-02903	PICERNO-GIORDANO CONSTRUCTION	SPRAYGROUND AT LEGION PARK	\$ 31,497.20
			IFEDERAL	15-01184	COMMUNITY COMPOST COMPANY, LLC	RESIDENTIAL COMPOSTING SVCS	\$ 13,831.00
HS PARKS	IO M FUND	16-00023	PSE&G COMPANY	DECEMBER 2015 - PIER A	\$ 4,705.80		
	IOPERATING	15-04209	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 125.00		
		15-04289	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 125.00		
	IOPENSACE	16-00163	GK FOTINOS LLC	REPAIRS - BATTING CAGES	\$ 14,980.00		
HS RENT LEVELING/STABILIZATION	IOPERATING	15-00066	STAR LEDGER	2015 RENT LEVELING LEGAL ADS	\$ 49.60		
HS SENIOR CITIZEN PROGRAM	IOPERATING	15-04393	DONNA FERRERA	SERVICES RENDERED-YOGA INSTR.	\$ 360.00		
HS VITAL STATISTICS	IOPERATING	15-03408	SHORE BUSINESS SOLUTIONS	MONTHLY MAINTENANCE AGREEMENT	\$ 45.00		
		15-04290	TUDER, MICHAEL DR.	RABIES CLINIC - 2016	\$ 1,020.00		
MUNICIPAL MANAGER	ICAPITAL	15-02884	T & M ASSOCIATES	ENG'G CONSULTANT-HOBKOH15011	\$ 43,501.52		
PS FIRE	IFEDERAL	15-04468	NEW JERSEY FIRE EQUIPMENT CO	SCOTT PAKS	\$ 29,800.00		
	IFIRE ED	15-04084	BUY WISE AUTO PARTS	VEHICLE REPAIRS	\$ 20.47		
	IOPERATING	15-00747	MILE SQUARE LOCKSMITH	FIRE HOUSE KEYS	\$ 192.00		
		15-03260	TRISTATE LAUNDRY EQUIPMENT	WASHER AND DRYER FOR HFD	\$ 11,259.66		

**CITY OF HOBOKEN  
CLAIMS LISTING  
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<b>DEPARTMENT</b>	<b>ACCOUNT/FUND</b>	<b>P.O.</b>	<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>\$</b>		
<b>PS FIRE</b>	<b>IOPERATING</b>	15-03480	<b>HOBOKEN GLASS COMPANY</b>	8TH STREET FIREHOUSE WINDOWS	\$ 665.00		
		15-03498	<b>PROCOMM SYSTEMS</b>	REPLACE MAIN PC BOARD	\$ 2,300.00		
		15-04081	<b>ROBBINS &amp; FRANKE, INC.</b>	CAR 155 TIRE REPAIR	\$ 107.19		
		15-04102	<b>NEW JERSEY FIRE EQUIPMENT CO</b>	REPLACEMENT BLADE FOR SAW	\$ 950.00		
		15-04196	<b>HMK MATTRESS COMPANY</b>	REPLACEMENT DUE TO SANDY	\$ 255.00		
		15-04383	<b>NEW JERSEY FIRE EQUIPMENT CO</b>	SCBA REPAIRS	\$ 1,752.15		
		15-04384	<b>JASON CASSESA</b>	REIMBURSEMENT/WATER TANKER	\$ 79.18		
		15-04425	<b>TURNOUT FIRE &amp; SAFETY, INC.</b>	BOOTS CAPT. DALIANI	\$ 369.99		
		15-04426	<b>ABSOLUTE FIRE PROTECTION</b>	REPAIRS TO LADDER 2	\$ 1,071.47		
		15-04429	<b>CITY PAINT AND HARDWARE</b>	FIRE DEPT SUPPLIES	\$ 812.69		
		15-04436	<b>LINCOLN HARBOR ENTERPRISES LLC</b>	MARINE 1 DOCKAGE DEC-MAY	\$ 945.00		
		<b>PS FIRE SAFETY</b>	<b>IFIRE ED</b>	15-03692	<b>W.B. MASON CO., INC.</b>	OFFICE SUPPLIES	\$ 1,948.69
		<b>PS POLICE</b>	<b>IOPERATING</b>	16-00010	<b>VERIZON WIRELESS SERVICES LLC</b>	LAPTOP WIRELESS SVC PD 12/15	\$ 836.25
		<b>UNCLASSIFIED ELECTRICITY</b>	<b>IOPERATING</b>	16-00024	<b>PSE&amp;G COMPANY</b>	ELECTRICITY - 1600 WILLOW AVE	\$ 543.90
<b>UNCLASSIFIED GASOLINE</b>	<b>IOPERATING</b>	16-00008	<b>EXXONMOBIL FLEET GECC</b>	GASOLINE FOR 12/15	\$ 18,934.92		
<b>UNCLASSIFIED INSURANCE</b>	<b>IOPERATING</b>	15-04588	<b>HORIZON BLUE CROSS-SELF INSUR.</b>	CLAIMS BILLING #3 DEC 2015	\$ 137,240.20		
		16-00028	<b>VISION SERVICE PLAN, INC.</b>	VISION INSURANCE JANUARY 2016	\$ 10,636.17		
		16-00029	<b>BLUE CROSS BLUE SHIELD NJ D</b>	DENTAL INSURANCE JAN...2016	\$ 42,029.15		
		16-00033	<b>BLUE CROSS-BLUE SHIELD OF NJ</b>	PRESCRIPTION INS DECEMBER 2015	\$ 507,676.59		
<b>UNCLASSIFIED POSTAGE</b>	<b>IOPERATING</b>	16-00019	<b>MARLIN LEASING CORPORATION</b>	2016 LEASE OF THE MAIL MACHINE	\$ 708.54		
<b>UNCLASSIFIED TELEPHONE</b>	<b>IOPERATING</b>	16-00005	<b>VERIZON WIRELESS</b>	CELL SERVICES 11/7-12/6/15	\$ 8,397.93		
		16-00007	<b>COOPERATIVE COMMUNICATIONS,INC</b>	LD/TOLL SERVICE 1/16	\$ 783.85		
<b>Grand Total</b>					<b>\$ 1,887,446.11</b>		

CITY OF HOBOKEN  
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CDBGWIREIDIS	COMMUNITY DEVELOPMENT	15-04421	JUBILEE CENTER	CDBG REIMBURSEMENT 2015	\$ 16,858.25	
		15-04546	HOBOKEN DAY CARE 100, INC.	CDBG/CITY REIM JULY-DEC '15	\$ 18,600.75	
		15-04547	HOPES INC.	CDBG REIMBURSEMENT NOV 2015	\$ 4,166.67	
		15-04576	MILE SQUARE DAY CARE CENTER	CDBG REIM JULY-SEPT '15	\$ 12,213.81	
<b>CDBGWIREIDIS Total</b>					<b>\$ 51,839.48</b>	
ESCROW	CD MLUL PB ESCROW ACCTS	15-04337	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 15,738.75	
		15-04354	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 2,025.00	
		15-04380	AL CROCE	REFUND DEVELOPERS ESCROW	\$ 967.50	
		15-04444	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 19,356.25	
		15-04517	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 3,707.50	
	CD MLUL ZBA ESCROW ACCTS	15-00177	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 586.25	
		15-03828	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 319.00	
		15-04075	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 9,721.00	
		15-04339	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 10,325.10	
		15-04378	F. CLIFFORD GIBBONS, ESQ. LLC	DEVELOPERS ESCROW	\$ 1,220.00	
<b>ESCROW Total</b>					<b>\$ 63,966.35</b>	
ICAPITAL	ADM BUSINESS ADMINISTRATION	15-01170	BOSWELL ENGINEERING	OVERSIGHT-ROAD IMP. PROJECT A	\$ 3,654.00	
		15-01175	BOSWELL ENGINEERING	ENGINEER FOR JEFFERSON STREET	\$ 1,272.00	
		15-04098	T & M ASSOCIATES	CITYWIDE WAYFINDING & FIRST ST	\$ 10,000.00	
		15-04406	APPRAISAL CONSULTANTS CORP.	CONSULTATION & APPRAISAL FEES	\$ 2,400.00	
	CD DIRECTOR'S OFFICE	15-01880	SHIRLEY M. BISHOP, P.P.,LLC	PLANNER - AFFORDABLE HOUSING	\$ 2,324.71	
		15-03387	WEINER & LESNIAK, LLP	CY2015 LAND USE - AFF. HOUSING	\$ 180.00	
	HS DIRECTOR'S OFFICE MUNICIPAL MANAGER	15-02903	PICERNO-GIORDANO CONSTRUCTION	SPRAYGROUND AT LEGION PARK	\$ 31,497.20	
		15-02884	T & M ASSOCIATES	ENG'G CONSULTANT-HOBKOH15011	\$ 43,501.52	
	<b>ICAPITAL Total</b>					<b>\$ 94,829.43</b>
	ICDBG2818	ADM BUSINESS ADMINISTRATION	13-00780	RSC ARCHITECTS	PROFESSIONAL SVC - ARCHITECTS	\$ 1,496.01
13-03328			EI ASSOCIATES	GENERATOR ELECTRICAL ENGRNG	\$ 9,234.70	
<b>ICDBG2818 Total</b>					<b>\$ 10,730.71</b>	
IFEDERAL	HS DIRECTOR'S OFFICE	15-01184	COMMUNITY COMPOST COMPANY, LLC	RESIDENTIAL COMPOSTING SVCS	\$ 13,831.00	
	PS FIRE	15-04468	NEW JERSEY FIRE EQUIPMENT CO	SCOTT PAKS	\$ 29,800.00	
<b>IFEDERAL Total</b>					<b>\$ 43,631.00</b>	
IFIRE ED	PS FIRE	15-04084	BUY WISE AUTO PARTS	VEHICLE REPAIRS	\$ 20.47	
	PS FIRE SAFETY	15-03692	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 1,948.69	
<b>IFIRE ED Total</b>					<b>\$ 1,969.16</b>	
IO M FUND	HS PARKS	16-00023	PSE&G COMPANY	DECEMBER 2015 - PIER A	\$ 4,705.80	
<b>IO M FUND Total</b>					<b>\$ 4,705.80</b>	
IOPENSACE	HS PARKS	16-00163	GK FOTINOS LLC	REPAIRS - BATTING CAGES	\$ 14,980.00	
<b>IOPENSACE Total</b>					<b>\$ 14,980.00</b>	
IOPERATING	ADM BUSINESS ADMINISTRATION	15-00209	BOSWELL ENGINEERING	WATER FRONT/CASTLE PT/SINATRA	\$ 2,499.00	

**CITY OF HOBOKEN  
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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$	
IOPERATING	ADM BUSINESS ADMINISTRATION	15-01172	BOSWELL ENGINEERING	ON CALL CITY ENGINEER	\$ 4,747.00	
		15-02573	BOSWELL ENGINEERING	CITY H STORM WATER IMPROVEMENT	\$ 2,397.00	
		15-04222	RUTGERS CENTER FOR GOV SVS	REIMBURSEMENT - D. AMADO	\$ 731.00	
		15-04243	B & M CONTRACTING, INC	REPAIRS AT HOBOKEN AMBULANCE	\$ 6,200.00	
		15-04413	BROWN & BROWN METRO INC	OCT 2015 RMC & GSMJIF FEES	\$ 5,400.00	
		15-04524	TROY & BANKS, INC.	TELEPHONE & ELECTRICAL AUDIT	\$ 367.57	
		16-00003	LITTLE TOWN SOCIAL	EMPLOYEE POST HOLIDAY PARTY	\$ 612.00	
		16-00012	NEW JERSEY MOTOR VEHICLE	DRIVER'S ABSTRACT	\$ 150.00	
		ADM FINANCE SUPERVISORS OFF	15-04201	M.G.L. FORMS-SYSTEMS LLC	2015 1099MISC FORMS W/ENVELOPE	\$ 448.00
			15-04486	PRIME POINT LLC	PAYROLL PROCESSING CHARGES	\$ 5,649.75
			16-00025	HOBOKEN PUBLIC LIBRARY	LIBRARY MONTHLY PAYMENTS	\$ 368,256.12
			16-00026	ANTON PESKENS	REPLENISH FIRE DEPT PETTY CASH	\$ 300.00
	16-00027		KENNETH FERRANTE, POLICE CHIEF	REPLINSH PETTY CASH POLICE DEP	\$ 100.00	
	16-00031		TREASURER, STATE OF NJ	1992 GREEN TRUST FUND	\$ 53,591.16	
	ADM MAYOR'S OFFICE	16-00035	VIJAY CHAUDHURI	REIMBURSEMENTS TRAVEL/EXPENSES	\$ 269.28	
	ADM MUNICIPAL COURT	15-04287	STAPLES PRINT SOLUTIONS	ELECTRONIC PATS TICKETS	\$ 4,235.00	
	ADM OEM	15-03531	TURNOUT FIRE & SAFETY, INC.	UNIFORMS FOR SECURITY	\$ 1,412.75	
		15-03927	FASTENAL	EMERGENCY SUPPLIES OEM	\$ 2,421.20	
	ADM PERSONNEL	15-04402	EMPLOYERS ASSOCIATION OF NJ	M.KRAUS-BKGRNDCHECKTRNG1/20/16	\$ 75.00	
	ADM PURCHASING	16-00006	GPANJ, INC.	ANNUAL MEMBERSHIP BUES	\$ 300.00	
	ADM SPECIAL COUNSEL	13-00129	WEINER & LESNIAK, LLP	SP. LEGAL COUNSEL - LAND USE	\$ 18,105.79	
		14-00337	LITE DEPALMA GREENBERG, LLC	RENT CONTROL LITIGATION	\$ 85.00	
		14-00342	VOGEL, CHAIT, COLLINS	OUTSTANDING LITIGATION	\$ 915.00	
		14-00729	LITE DEPALMA GREENBERG, LLC	SP LE COUNSEL - GEN LITIGATION	\$ 1,100.00	
		14-03010	LITE DEPALMA GREENBERG, LLC	SP LEGAL COUNSEL-LABOR \$EMPL.	\$ 5,175.00	
		15-00245	KATHLEEN M. THEURER, ESQ.	MUNICIPAL PUBLIC DEFENDER	\$ 3,300.00	
		15-00248	THOMAS KOEHL, ESQ	2015 MUN. PUBLIC DEFENDER	\$ 550.00	
		15-00250	SUSAN FERRARO, ESQ.	2015 MUNICIPAL PROSECUTOR	\$ 6,125.00	
		15-00252	ESTHER MILSTED ATTORNEY AT LAW	CHIEF MUN. PUBLIC DEFENDER	\$ 3,025.00	
		15-00253	BENJAMIN CHOI, ESQ.	CHIEF MUNICIPAL PROSECUTOR	\$ 5,162.50	
		15-00309	DECOTIIS, FITZPATRICK & COLE	SP COUNSEL -PUBLIC UTILITY	\$ 840.80	
		15-00627	WEINER & LESNIAK, LLP	SP LEGAL COUN -CY2015 LAND USE	\$ 4,846.67	
		15-00628	WEINER & LESNIAK, LLP	CY2015 LABOR AND EMPLOYMENT	\$ 2,760.00	
		15-00629	INGLESINO, WYCISKALA	CY2015 INSURANCE COUNSEL	\$ 812.58	
		16-00034	GARDEN STATE MUNI.JOINT INSURA	MEMBER SIR	\$ 48,228.95	
		ADM TAX COLLECTOR	15-02692	CORELOGIC	REFUND OVERPAYMENT	\$ 6,089.23
			15-02696	BRIAN & JOHANNA HOLMES	REFUND OVERPAYMENT	\$ 1,735.62
			15-04525	JASON EVILISIZOR &	REFUND OVERPAYMENT	\$ 2,596.30
	15-04528		PEYTON & MORGAN FISCHER	REFUND OVERPAYMENT	\$ 221.81	

**CITY OF HOBOKEN  
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IOPERATING	ADM TAX COLLECTOR	15-04532	FIRST AMERICAN TITLE INSURANCE	REFUND OVERPAYMENT	\$ 4,509.68
		15-04533	WILLIAM COPELAND	REFUND OVERPAYMENT	\$ 1,810.23
	ADM/CITY CLERK	15-04231	MUNICIPAL CLERKS ASSOC. NJ	ANNUAL DUES JAMES FARINA	\$ 175.00
	ADM/CONSTRUCTION CODE	15-04301	HOBOKEN MESSENGER SERVICE	messenger service	\$ 29.00
	CD DIRECTOR'S OFFICE	14-03012	BANISCH ASSOCIATES	GREEN ACRES DIVERSION MNGR	\$ 142.00
		15-01335	SHIRLEY M. BISHOP, P.P.,LLC	PRO. SERVICES-HOUSING PLANNER	\$ 1,055.41
	CD MLUL PLANNING BOARD	15-04216	H2M ASSOCIATES INC.	PROFESSIONAL SERVICES	\$ 2,380.00
		15-04539	MASER CONSULTING P A	PROFESSIONAL SERVICES	\$ 400.00
	ES PUBLIC PROPERTY	15-02631	COOPER PEST SOLUTIONS, INC.	GENERAL PEST CONTROL SERVICES	\$ 125.00
			COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 146.25
		15-04403	ENVIRONMENTAL CLIMATE CONTROL	HVAC REPAIR POLICE DEPARTMENT	\$ 262.50
		15-04495	COOPER PEST SOLUTIONS, INC.	PEST CONTROL POLICE DEPT.	\$ 120.00
		15-04497	JOHN A. EARL CO.	TOILET TISSUE CENTRAL GARAGE	\$ 109.96
		15-04506	METROPOLITAN MOP & MAP RENTAL	MAT RENTALS CITY HALL 12/15	\$ 85.65
		15-04400	NATURE'S CHOICE	LEAF RECYCLING NOVEMBER 2015	\$ 1,864.50
	ES SOLID WASTE	16-00162	CALI CARTING, INC.	SOLID WASTE/RECYCLING 01/01/16	\$ 149,166.66
		15-03988	BORTEK INDUSTRIES, INC.	PARTS FOR CUSHMAN	\$ 1,441.50
	FLEET MANAGEMENT	15-04273	NEW JERSEY TOWING CO	TOWED FROM COUNTY ROAD	\$ 250.00
		15-04274	KLINGER TIRE & SERVICE CO.	TIRE REPAIR FOR FORKLIFT	\$ 390.00
		15-04275	DAVID WEBER OIL CO.	ANTI-FREEZE FOR ALL VEHILCE	\$ 650.13
		15-04293	GENERAL SALES ADMINISTRATION	6 BUTTON CONTROLLER	\$ 319.06
		15-04493	NEW JERSEY TOWING CO	TOWED MC8 FROM 11TH WASHINGTON	\$ 125.00
		15-04507	FASTENAL	SUPPLIES FOR CENTRAL GARAGE	\$ 789.55
		15-04558	FASTENAL	SUPPLIES FOR CENTRAL	\$ 158.63
		15-03990	GOVCONNECTION, INC.	DOTMATRIX PRINTER FOR VITAL	\$ 1,148.25
	HS BD OF HEALTH	15-04230	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL SERVICES 10-15	\$ 5,916.67
		15-04350	SHORE BUSINESS SOLUTIONS	COPIER FOR HEALTH DEPT	\$ 6,678.00
	HS PARKS	15-04209	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 125.00
		15-04289	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 125.00
	HS RENT LEVELING/STABILIZATION	15-00066	STAR LEDGER	2015 RENT LEVELING LEGAL ADS	\$ 49.60
	HS SENIOR CITIZEN PROGRAM	15-04393	DONNA FERRERA	SERVICES RENDERED-YOGA INSTR.	\$ 360.00
	HS VITAL STATISTICS	15-03408	SHORE BUSINESS SOLUTIONS	MONTHLY MAINTENANCE AGREEMENT	\$ 45.00
		15-04290	TUDER, MICHAEL DR.	RABIES CLINIC - 2016	\$ 1,020.00
	PS FIRE	15-00747	MILE SQUARE LOCKSMITH	FIRE HOUSE KEYS	\$ 192.00
		15-03260	TRISTATE LAUNDRY EQUIPMENT	WASHER AND DRYER FOR HFD	\$ 11,259.66
		15-03480	HOBOKEN GLASS COMPANY	8TH STREET FIREHOUSE WINDOWS	\$ 665.00
		15-03498	PROCOMM SYSTEMS	REPLACE MAIN PC BOARD	\$ 2,300.00
		15-04081	ROBBINS & FRANKE, INC.	CAR 155 TIRE REPAIR	\$ 107.19
		15-04102	NEW JERSEY FIRE EQUIPMENT CO	REPLACEMENT BLADE FOR SAW	\$ 950.00

**CITY OF HOBOKEN  
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CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$		
IOPERATING	PS FIRE	15-04196	HMK MATTRESS COMPANY	REPLACEMENT DUE TO SANDY	\$ 255.00		
		15-04383	NEW JERSEY FIRE EQUIPMENT CO	SCBA REPAIRS	\$ 1,752.15		
		15-04384	JASON CASSESA	REIMBURSEMENT/WATER TANKER	\$ 79.18		
		15-04425	TURNOUT FIRE & SAFETY, INC.	BOOTS CAPT. DALIANI	\$ 369.99		
		15-04426	ABSOLUTE FIRE PROTECTION	REPAIRS TO LADDER 2	\$ 1,071.47		
		15-04429	CITY PAINT AND HARDWARE	FIRE DEPT SUPPLIES	\$ 812.69		
		15-04436	LINCOLN HARBOR ENTERPRISES LLC	MARINE 1 DOCKAGE DEC-MAY	\$ 945.00		
		16-00010	VERIZON WIRELESS SERVICES LLC	LAPTOP WIRELESS SVC PD 12/15	\$ 836.25		
		16-00024	PSE&G COMPANY	ELECTRICITY - 1600 WILLOW AVE	\$ 543.90		
		16-00008	EXXONMOBIL FLEET GECC	GASOLINE FOR 12/15	\$ 18,934.92		
	PS POLICE UNCLASSIFIED ELECTRICITY UNCLASSIFIED GASOLINE UNCLASSIFIED INSURANCE  UNCLASSIFIED POSTAGE UNCLASSIFIED TELEPHONE	15-04588	HORIZON BLUE CROSS-SELF INSUR.	CLAIMS BILLING #3 DEC 2015	\$ 137,240.20		
		16-00028	VISION SERVICE PLAN, INC.	VISION INSURANCE JANUARY 2016	\$ 10,636.17		
		16-00029	BLUE CROSS BLUE SHIELD NJ D	DENTAL INSURANCE JAN...2016	\$ 42,029.15		
		16-00033	BLUE CROSS-BLUE SHIELD OF NJ	PRESCRIPTION INS DECEMBER 2015	\$ 507,676.59		
		16-00019	MARLIN LEASING CORPORATION	2016 LEASE OF THE MAIL MACHINE	\$ 708.54		
		16-00005	VERIZON WIRELESS	CELL SERVICES 11/7-12/6/15	\$ 8,397.93		
		16-00007	COOPERATIVE COMMUNICATIONS,INC	LD/TOLL SERVICE 1/16	\$ 783.85		
		<b>IOPERATING Total</b>					<b>\$ 1,502,357.14</b>
		IPARK UTILITY	ADM PARKING UTILITY	15-00063	FISH WINDOW CLEANING	HPU WINDOW CLEANING - 2015	\$ 85.00
				15-01040	FASTENAL	MISC. SUPPLIES/GARAGES	\$ 495.31
15-03397	FREELAND HOIST & CRANE			916 GARDEN ST. HOIST INSPECT	\$ 600.00		
15-03761	METRO FIRE & COMMUNICATIONS			SMOKE DETECTORS - GARAGE D	\$ 2,075.76		
15-03835	LBJ GRAPHIC SOLUTIONS, LLC			METER LABEL PRINTING	\$ 1,005.61		
15-04156	COOPER PEST SOLUTIONS, INC.			GARAGE PEST CONTROL	\$ 90.00		
15-04159	CENTRO AUTO BODY INC			VEHICLE DAMAGE REPAIRS	\$ 2,025.19		
15-04162	VANORE ELECTRIC, INC.			LIGHT INSTALLATION-916 GARDEN	\$ 2,215.00		
15-04246	ULINE			OFFICE CHAIRS-FRONT WINDOWS	\$ 1,173.56		
15-04248	FCA LIGHTING			MIDTOWN GARAGE ELECTRICAL	\$ 2,200.00		
15-04250	IMSA			SIGNAL & TRAFFIC MEMBERSHIPS	\$ 255.00		
15-04251	NOBEL COMPUTER SYSTEMS, INC.			HOSTING/IMPOUNDS-NOVEMBER 2015	\$ 1,924.00		
15-04265	PREMIER TECHNOLOGY SOLUTIONS			IT SERVICES - NOVEMBER 2015	\$ 6,123.75		
15-04357	METROPOLITAN COFFEE SERVICE			COFFEE SUPPLIES	\$ 153.45		
15-04360	B & M CONTRACTING, INC			CONCRETE WORK-GARAGE B	\$ 5,900.00		
15-04362	HOBOKEN REPORTER			HPU ADVERTISING - NOVEMBER	\$ 358.80		
15-04363	MOTION SYSTEMS CORPORATION			ACTUATORS - 916 GARDEN STREET	\$ 690.00		
15-04364	MTB ELECTRIC			MIDTOWN GARAGE ELECTRICAL	\$ 5,507.44		
15-04374	NOOK INDUSTRIES INC			FREIGHT CHARGES - 15-03620	\$ 58.84		
15-04375	CITY PAINT AND HARDWARE			MISC. SUPPLIES	\$ 30.71		
15-04377	MTB ELECTRIC	ELECTRICAL WORK-MIDTOWN GARAGE	\$ 954.00				

CITY OF HOBOKEN  
CLAIMS LISTING  
JANUARY 20, 2016

CHECKING ACCOUNT	DEPARTMENT	P.O.	VENDOR	DESCRIPTION	\$
IPARK UTILITY	ADM PARKING UTILITY	15-04449	ENFO TECH & CONSULTING, INC.	GOVONLINE SOFTWARE UPGRADE	\$ 3,600.00
		15-04450	G & F ENTERPRISE	UNIFORM PURCHASES	\$ 3,725.00
		15-04451	CIVIL SERVICE COMMISSION	CSR TRAINING COURSE	\$ 5,200.00
		15-04455	PSE&G COMPANY	GARAGE G UTILITIES - NOVEMBER	\$ 1,465.16
		15-04456	MILE SQUARE LOCKSMITH	HPU LOCK SERVICES	\$ 2,265.00
		15-04457	PITNEY BOWES	LEASE PAYMENT-DECEMBER	\$ 102.00
		15-04458	ACADEMY EXPRESS LLC	HOP BUS WASHES - 11/24-11/25	\$ 80.00
		15-04459	AMANO McGANN, INC.	UNPAID FREIGHT CHARGES	\$ 22.00
		15-04460	HOBOKEN GLASS COMPANY	REPLACE WIRE GLASS	\$ 175.00
		15-04461	VERIZON	HPU PHONE UTILITIES-DECEMBER	\$ 83.54
		15-04462	FEDEX GROUND PACKAGE SYSTEM	DELIVERY SERVICES-916 GARDEN	\$ 34.82
		15-04466	NETWORKFLEET, INC.	GPS PARTS - ONSTREET	\$ 818.77
		15-04542	RYAN SHARP	REIMBURSEMENT	\$ 1,230.89
		15-04548	VERIZON	DEC. PHONE UTILITIES	\$ 484.03
		16-00009	VERIZON WIRELESS	HPU TABLET SERVICE 11/27-12/26	\$ 330.22
		16-00013	BENEDETTO CONETTA	TOWING REFUND	\$ 288.40
		<b>IPARK UTILITY Total</b>			
ITRUST	ADM/CONSTRUCTION CODE ES SHADE TREE COMMISSION HS CULTURAL AFFAIRS	16-00032	TREASURER, STATE OF NEW JERSEY	4TH QUARTER ST TRAINING FEES	\$ 39,079.00
		15-04217	ERMELINDA DE CESARE AND	REIMBURSEMENT	\$ 100.00
		15-03804	IT'S A PRINT SHOP LLC	SAND ART CRAFT TABLE	\$ 475.00
		15-04415	RALPH DEMATTHEWS	EVENT ASSISTANCE	\$ 35.00
		15-04418	ALL STAR RENTALS, INC.	TABLE/CHAIR RENTAL CRAFT FAIR	\$ 195.25
		15-04419	ALL STAR RENTALS, INC.	FOLDING CHAIR RENTAL	\$ 460.00
		15-04420	MIGDALIA PAGAN	EVENT ASSISTANCE	\$ 1,040.00
		15-04474	ALL STAR RENTALS, INC.	ROYAL BLUE GARBAGE BARRELS	\$ 140.00
		15-04478	JESSICA NIERADKA	EVENT ASSISTANCE	\$ 112.50
		15-04479	PIZAR, SHAVAUN	EVENT ASSISTANCE	\$ 247.50
		15-04480	JERSEY JOURNAL	AD - ARTISTS STUDIO TOUR	\$ 696.75
		15-04481	HUDSON REPORTER ASSOC LP	DISPLAY ADVERTISEMENT	\$ 201.83
		15-04482	HUDSON REPORTER ASSOC LP	ADVERTISEMENT	\$ 862.50
		15-04483	FALLO, GERALDINE	REINBURSEMENT	\$ 790.46
15-04491	PAMELA GRANT	FACE PAINTING - CRAFT FAIR	\$ 175.00		
<b>ITRUST Total</b>					<b>\$ 44,610.79</b>
<b>Grand Total</b>					<b>\$ 1,887,446.11</b>

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

<u>17-Dec-15</u>	<b>TO</b>	<u>123/0/2015</u>	<u>Paydate</u>	<u>1/6/2016</u>	
<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	6-01-20-105	11,930.25	0.00	0.00	11,930.25
MAYOR'S OFFICE	6-01-20-110	10,690.40	0.00	0.00	10,690.40
CITY COUNCIL	6-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	6-01-20-112	17,477.10	0.00	0.00	17,477.10
ABC BOARD	6-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	6-01-20-114	7,283.01	0.00	0.00	7,283.01
GRANTS MANAGEMENT	6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	6-01-20-120	20,093.49	0.00	0.00	20,093.49
ELECTIONS	6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	6-01-20-130	22,392.70	321.58	0.00	22,714.28
ACCOUNTS/CONTROL	6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	6-01-20-145	9,020.72	0.00	0.00	9,020.72
ASSESSOR'S OFFICE	6-01-20-150	13,414.62	0.00	0.00	13,414.62
CORPORATE COUNSEL	6-01-20-155	10,091.34	0.00	0.00	10,091.34
COMMUNITY DEVELOPMENT	6-01-20-160	7,545.37	0.00	0.00	7,545.37
PLANNING BOARD	6-01-21-180	2,177.73	0.00	0.00	2,177.73
ZONING OFFICER	6-01-21-186	5,041.22	0.00	0.00	5,041.22
Vacation		0.00	0.00	3,581.88	3,581.88
HOUSING INSPECTION	6-01-21-187	7,071.21	0.00	0.00	7,071.21
CONSTRUCTION CODE	6-01-22-195	25,950.06	1,078.05	0.00	27,028.11
POLICE DIVISION	6-01-25-241-011	499,705.54	22,784.40	0.00	522,489.94
Worker's Comp		0.00	0.00	4,178.51	4,178.51
Court Time	6-01-25-241-013	0.00	0.00	64,800.00	64,800.00
Stipend		0.00	0.00	2,426.40	2,426.40
POLICE CIVILIAN	6-01-25-241-016	37298.34	2,930.88	0.00	40,229.22
POLICE DIVISION CLASS II	6-01-25-241-015	9,420.00	0.00	0.00	9,420.00
CROSSING GUARDS	6-01-25-241-012	11,341.92	0.00	0.00	11,341.92
Worker's Comp		0.00	0.00	302.96	302.96
EMERGENCY MANAGEMENT	6-01-25-252	15,381.71	0.00	0.00	15,381.71
Stipend		0.00	0.00	1,269.20	1,269.20

<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	6-01-25-266	472,019.84	0.00	0.00	472,019.84
FIRE CIVILIAN	6-01-25-266-016	22,894.63	0.00	0.00	22,894.63
Worker's Comp		0.00	0.00	1,234.88	1,234.88
STREETS AND ROADS	6-01-26-291-011	17,280.63	1,869.70	0.00	19,150.33
Snow Removal	6-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	6-01-26-290	5,191.51	0.00	0.00	5,191.51
RECREATION SEASONAL EMP	6-0128370016	120.00	0.00	0.00	120.00
CENTRAL GARAGE	6-01-26-301	12,795.73	1,042.49	0.00	13,838.22
SANITATION	6-01-26-305	18,388.69	1,966.31	0.00	20,355.00
Worker's Comp		0.00	0.00	378.70	378.70
LICENSING DIVISION	6-31-55-501-101	0.00	0.00	0.00	0.00
HUMAN SRVCS DIR OFFICE	6-01-27-330	7,829.88	0.00	0.00	7,829.88
BOARD OF HEALTH	6-01-27-332	24,216.95	0.00	0.00	24,216.95
CONSTITUENT SRCS	6-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	6-01-27-336	14,481.10	300.65	0.00	14,781.75
RENT STABILIZATION	6-01-27-347	8,943.53	0.00	0.00	8,943.53
TRANSPORTATION	6-01-27-348	0.00	0.00	0.00	0.00
RECREATION	6-01-28-370	10,732.06	0.00	0.00	10,732.06
PARKS	6-01-28-375	11,773.70	1,415.04	0.00	13,188.74
Stipend		0.00	0.00	90.00	90.00
Worker's Comp		0.00	0.00	1,650.45	1,650.45
PUBLIC PROPERTY	6-01-28-377	28,092.13	1,055.22	0.00	29,147.35
O & M TRUST	T-24-20-700-020	4,125.53	0.00	0.00	4,125.53
MUNICIPAL COURT	6-01-43-490	38,770.55	0.00	0.00	38,770.55
PARKING UTILITY	6-31-55-501-101	149,313.23	11,807.33	0.00	161,120.56
Worker's Comp		0.00	0.00	762.59	762.59
Reimburse Road Inspection OT	6-31-55-501-104	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	T-0340000-037	0.00	2,918.23	0.00	2,918.23
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>
<b>OTHER:</b>					
TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	0.00	0.00	0.00	0.00
Energy Strong Fund	T-03-04-000-049	0.00	0.00	2,464.00	2,464.00
CULTURAL AFFAIRS	6-01-271-760-11	3,395.81	0.00	0.00	3,395.81
Summer Lunch Program	G-02-41-300-SF3	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	27,494.00	27,494.00
Drive Sober or Get Pulled Over Program	G-02-44-701-392	0.00	0.00	0.00	0.00
H5 Pump	C46714	0.00	0.00	0.00	0.00
Police - Suez	6-01-25-241-017	0.00	0.00	0.00	0.00
Fire-Suez	6-01-25-256-017	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Salary Settlement		0.00	0.00	0.00	0.00
Sick Incentive	6-01-25-241-019	0.00	0.00	0.00	0.00
Terminal Leave	6-01-36-479-000	0.00	0.00	129,604.50	129,604.50
Group Life Insurance		0.00	0.00	9,062.33	9,062.33
HLTH INS EMP WAIV COMP	6-01-30-400-WVR	0.00	0.00	0.00	0.00
D.D.E.F Grant	G-02-41-200-DD9	0.00	0.00	0.00	0.00
Taxi Inspections	6-31-55-501-103	0.00	0.00	0.00	0.00
		=====	=====	=====	=====
<b>GRAND TOTAL</b>		1,602,137.68	49,489.88	249,457.32	1,901,084.88
					1,901,084.88

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:

**FINAL PAYMENT  
FIRE VACATION PAYOUT**

<u>17-Dec-15</u>	<b>TO</b>	<u>30-Dec-15</u>		Paydate	1/6/2016
<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	6-01-20-105	0.00	0.00	0.00	0.00
MAYOR'S OFFICE	6-01-20-110	0.00	0.00	0.00	0.00
CITY COUNCIL	6-01-20-111	0.00	0.00	0.00	0.00
BUS ADMINISTRATOR	6-01-20-112	0.00	0.00	0.00	0.00
ABC BOARD	6-01-20-113	0.00	0.00	0.00	0.00
PURCHASING	6-01-20-114	0.00	0.00	0.00	0.00
GRANTS MANAGEMENT	6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	6-01-20-120	0.00	0.00	0.00	0.00
ELECTIONS	6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	6-01-20-130	0.00	0.00	0.00	0.00
ACCOUNTS/CONTROL	6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	6-01-20-145	0.00	0.00	0.00	0.00
ASSESSOR'S OFFICE	6-01-20-150	0.00	0.00	0.00	0.00
CORPORATE COUNSEL	6-01-20-155	0.00	0.00	0.00	0.00
COMMUNITY DEVELOPMENT	6-01-20-160	0.00	0.00	0.00	0.00
PLANNING BOARD	6-01-21-180	0.00	0.00	0.00	0.00
ZONING OFFICER	6-01-21-186	0.00	0.00	0.00	0.00
HOUSING INSPECTION	6-01-21-187	0.00	0.00	0.00	0.00
CONSTRUCTION CODE	6-01-22-195	0.00	0.00	0.00	0.00
POLICE DIVISION	6-01-25-241-011	0.00	0.00	0.00	0.00
POLICE CIVILIAN	6-01-25-241-016	0.00	0.00	0.00	0.00
POLICE DIVISION CLASS II	6-01-25-241-015	0.00	0.00	0.00	0.00
CROSSING GUARDS	6-01-25-241-012	0.00	0.00	0.00	0.00
EMERGENCY MANAGEMENT	6-01-25-252	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	6-01-25-266	0.00	571,193.98	0.00	571,193.98
FIRE CIVILIAN	6-01-25-266-016	0.00	0.00	0.00	0.00
STREETS AND ROADS	6-01-26-291-011	0.00	0.00	0.00	0.00
Snow Removal	6-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	6-01-26-290	0.00	0.00	0.00	0.00
RECREATION SEASONAL EMP	6-0128370016	0.00	0.00	0.00	0.00
CENTRAL GARAGE	6-01-26-301	0.00	0.00	0.00	0.00
SANITATION	6-01-26-305	0.00	0.00	0.00	0.00
LICENSING DIVISION	6-31-55-501-101	0.00	0.00	0.00	0.00
HUMAN SRVCS DIR OFFICE	6-01-27-330	0.00	0.00	0.00	0.00
BOARD OF HEALTH	6-01-27-332	0.00	0.00	0.00	0.00
CONSTITUENT SRCS	6-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	6-01-27-336	0.00	0.00	0.00	0.00
RENT STABILIZATION	6-01-27-347	0.00	0.00	0.00	0.00
TRANSPORTATION	6-01-27-348	0.00	0.00	0.00	0.00
RECREATION	6-01-28-370	0.00	0.00	0.00	0.00
PARKS	6-01-28-375	0.00	0.00	0.00	0.00
PUBLIC PROPERTY	6-01-28-377	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	6-01-43-490	0.00	0.00	0.00	0.00
PARKING UTILITY	6-31-55-501-101	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	T-0340000-037	0.00	0.00	0.00	0.00
TRUST - RECREATION ADULT PROG STRAIGHT TIME PD TO REC EMPLOYEES	T-03-40-000-108	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

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
<b>OTHER:</b>					
TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	0.00	0.00	0.00	0.00
Energy Strong Fund	T-03-04-000-049	0.00	0.00	0.00	0.00
CULTURAL AFFAIRS	6-01-271-760-11	0.00	0.00	0.00	0.00
Summer Lunch Program	G-02-41-300-SF3	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	0.00	0.00
Drive Sober or Get Pulled Over Program	G-02-44-701-392	0.00	0.00	0.00	0.00
H5 Pump	C46714	0.00	0.00	0.00	0.00
Police - Suez	6-01-25-241-017	0.00	0.00	0.00	0.00
Fire-Suez	6-01-25-256-017	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Salary Settlement		0.00	0.00	0.00	0.00
Sick Incentive	6-01-25-241-019	0.00	0.00	0.00	0.00
Terminal Leave	6-01-36-479-000	0.00	0.00	0.00	0.00
Group Life Insurance		0.00	0.00	0.00	0.00
HLTH INS EMP WAIV COMP	6-01-30-400-WVR	0.00	0.00	0.00	0.00
D.D.E.F Grant	G-02-41-200-DD9	0.00	0.00	0.00	0.00
Taxi Inspections	6-31-55-501-103	0.00	0.00	0.00	0.00
		=====	=====	=====	=====
<b>GRAND TOTAL</b>		0.00	571,193.98	0.00	571,193.98
					571,193.98

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

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

**APPOINTING \_\_\_\_\_ AS  
A HOBOKEN APPOINTED COMMISSIONER TO THE NORTH HUDSON SEWAGE  
AUTHORITY**

**WHEREAS**, Chapter 64 of the Code of the City of Hoboken establishes the City's relationship with the North Hudson Sewage Authority ("NHS"); and

**WHEREAS**, Section 64-2 provides for appointment of Hoboken representatives by the Governing Body to the NHS; and

**WHEREAS**, the expiration of Commissioner Raia's present term occurs on February 2, 2016 requiring a new appointment; and

**WHEREAS**, the Governing Body believes \_\_\_\_\_ should serve in the position as a Commissioner because he has the expertise, skill and character to be a successful representative of the City of Hoboken.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken hereby appoints \_\_\_\_\_ as a Hoboken Commissioner to the North Hudson Sewage Authority for the term to commence February 2, 2016 and expire February 1, 2021 pursuant to §62-2 of the Code of the City of Hoboken; and

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be forwarded to the Board of Commissioners of the North Hudson Sewage Authority expeditiously, and published, noticed and posted in accordance with the City's Citizens' Service Act.

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

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

CITY OF HOBOKEN  
APPLICATION FOR APPOINTMENT TO  
CITIZEN ADVISORY BOARDS AND COMMISSIONS

RECEIVED  
2015 DEC 21 AM 11:11  
CITY CLERK  
HOBOKEN, NJ 07030

Please read and complete this application.

**Personal Information**

Name FRANK RAIA

Home Address 450 7<sup>TH</sup> ST APT 3K

City Hoboken State NJ Zip 07030

Home Phone 201-798-5537 Email FRANKRAIA51@YAHOO.COM

Do you reside within the city limits?  Yes  No

Are you 18 or older?  Yes  No Are you a U.S. citizen?  Yes  N

**Experience and Education**

Civic Activities (including, but not limited to other boards/commissions):

SEE ATTACHED

Schools attended, degrees, nonacademic experience:

SEE ATTACHED

Resume attached  (optional)

**Statement of Interest**

For which board or commission would you like to be considered?

1<sup>st</sup> choice: NHSA

2<sup>nd</sup> choice: \_\_\_\_\_ 3<sup>rd</sup> choice: \_\_\_\_\_

Please write a brief statement of 50 words or less, explaining your interest in the board or commission for which you are applying. Include any experience, training, and/or qualifications you have relating to this board or commission.

SEE ATTACHED

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Please indicate any conflicts of interest you may have if chosen for this board or commission:

SEE ATTACHED

**Guidelines for Applying for Citizen Advisory Boards and Commissions**

- Please submit one application per board or commission for which you are applying. The application will be kept in an active file for two years.
  
- To allow a large number of citizens to serve on boards and commissions, the City Council policy allows individuals to serve on only one standing board or commission at a time. A current member of a board/commission who is a successful applicant for another board/commission will be required to choose one board/commission on which to serve. This policy does not apply to ad hoc committees or departmental committees or positions that are designated for members of specific advisory group, or those established under law.
  
- Current board or committee members must submit a new application at the end of their term if they wish to reapply. The deadline for applications from incumbents is the same as the deadline for new applications.
  
- City of Hoboken employees may not serve on City of Hoboken boards or commissions except as specifically provided by the Municipal Code, or as required to perform official duties.

In accordance with the Local Government Ethics Law (N.J.S.A. 9-22.1 et seq.) annual Financial Disclosure Statements must be filed by elected officials, certain government employees, and members of the housing authority, recreation commission, planning board, zoning board, board of health, board of education, and library board of trustees. Financial Disclosure statements indicate the source of income but not the amount.

**Information submitted on this application is public information. I verify that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.**

Applicant Signature



Date

12-18-15

Notary

*Annette Chaparro*

Date

*12/18/15*

**ANNETTE CHAPARRO  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 50012092  
My Commission Expires 3/16/2020**

Return completed applications Monday through Friday, 9:00 a.m. —4:00 p.m. to:

City Hall  
Hoboken, NJ  
94 Washington Street  
Hoboken, NJ 07030

\*Planning Board has designated members who may by Statue serve on more than one board.

## RESPONSES OF COMMISSIONER FRANK RAIK

### Civic Activities

I have been involved in community and civic activities my entire life in Hoboken and Hudson County. Apart from the NHSA, where I have served a total of 24 years on the Board, I have funded and supported a wide variety of youth, senior, cultural and athletic activities in Hoboken through the Frank Raik Civic Association. In addition, I have served on the H.O.P.E.S Board of Directors since 1983 and am currently the Chairman of that organization which focuses on assisting the disadvantaged in our community. I have always had a strong interest in education as the key to a successful future. I served on the Hoboken Board of Education for six years, and I currently serve on the board of HOLA, a K-8, dual language, charter school from grades K-8. I also had the privilege of serving as a Councilperson on the Hoboken City Council in 1988. My record of civic involvement and long-standing interest in the well-being of Hoboken is one that I am very proud of and I hope continues for many years to come.

### Schools Attended

Hoboken High School

School of Business Machines, Jersey City

### Statement of Interest

1<sup>st</sup> Choice: North Hudson Sewerage Authority Board of Commissioners

I have served as a Commissioner of the NHSA for 24 years, having been one of the original appointments by Hoboken to the Board. Through the years, I have been involved as the Authority became the first and only authority in the state to privatize its operations, a decision which has benefitted of the Authority and its ratepayers for almost three decades. I supported the expansion of the NHSA to include West New York in 1996, and supported the multimillion dollar investment in Hoboken's sewer infrastructure, including the ultimate replacement of its wooden sewers. I was an active advocate for the H-1 pump station which has virtually ended major flooding in the southwestern portion of the City, and I have assisted the Authority as it works with the City to build the H-5 pump station. I am most proud of the fact that I have contributed to the harmonious, professional tenor of the Board's work, as representatives of four cities work together in the interests of clean water and well functioning sewer infrastructure. As Chairman the last two years, I have continued the culture instilled by our first Chairman of leaving politics outside the Board Room door. Apart from relevant experience as a developer, my direct experience on this Board and my knowledge of the business of the Authority is extensive. I am hopeful that I will have the opportunity to continue to serve Hoboken and the NHSA going forward.

Conflicts of Interest

I have no conflicts of interest with service on this Board. Of course, in the event that a specific or individual conflict presented itself, I would, upon advice of Authority counsel, recuse myself from discussion and/or action.

CITY OF HOBOKEN  
APPLICATION FOR APPOINTMENT TO  
CITIZEN ADVISORY BOARDS AND COMMISSIONS

RECEIVED  
2016 JAN 11 AM 10:06  
CITY CLERK  
HOBOKEN, NJ 07030

Please read and complete this application.

**Personal Information**

Name Kurt Robert Gardiner  
Home Address 807 Garden St. Apt 6  
City Hoboken State NJ Zip 07030  
Home Phone 917-543-1187 Email Kurt.gardiner@gmail.com  
Do you reside within the city limits?  Yes  No  
Are you 18 or older?  Yes  No Are you a U.S. citizen?  Yes  No

**Experience and Education**

Civic Activities (including, but not limited to other boards/commissions):

Former POG member - People for Open Government,  
2011 Freeholder Candidate.  
Ran Hoboken Journal actively from 2008 - 2011 a  
website on civic issues.  
I have participated in School Board and numerous  
city council meetings over the years.  
Schools attended, degrees, nonacademic experience:  
Skidmore College BA Mathematics  
Career - Project Management IT

Resume attached  (optional)

**Statement of Interest**

For which board or commission would you like to be considered?

1<sup>st</sup> choice: North Hudson Sewerage Authority  
2<sup>nd</sup> choice: \_\_\_\_\_ 3<sup>rd</sup> choice: \_\_\_\_\_

Please write a brief statement of 50 words or less, explaining your interest in the board or commission for which you are applying. Include any experience, training, and/or qualifications you have relating to this board or commission.

I have been civically and politically active in Hoboken for over 10 years. I see infrastructure as a key component to quality of life and care about the future of this city. I bring skillsets that can help the Sewerage board.

Please indicate any conflicts of interest you may have if chosen for this board or commission: None I am aware of.

#### Guidelines for Applying for Citizen Advisory Boards and Commissions

- Please submit one application per board or commission for which you are applying. The application will be kept in an active file for two years.
- To allow a large number of citizens to serve on boards and commissions, the City Council policy allows individuals to serve on only one standing board or commission at a time. A current member of a board/commission who is a successful applicant for another board/commission will be required to choose one board/commission on which to serve. This policy does not apply to ad hoc committees or departmental committees or positions that are designated for members of specific advisory group, or those established under law.
- Current board or committee members must submit a new application at the end of their term if they wish to reapply. The deadline for applications from incumbents is the same as the deadline for new applications.
- City of Hoboken employees may not serve on City of Hoboken boards or commissions except as specifically provided by the Municipal Code, or as required to perform official duties.

In accordance with the Local Government Ethics Law (N.J.S.A. 17:27A:9-22.1 et seq.) annual Financial Disclosure Statements must be filed by elected officials, certain government employees, and members of the housing authority, recreation commission, planning board, zoning board, board of health, board of education, and library board of trustees. Financial Disclosure statements indicate the source of income but not the amount.

Information submitted on this application is public information. I verify that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.

Applicant Signature

John A. Zimin

Date

1/10/2016

John A. Zimin

1/11/2016

Notary *Veronica Colon* Date 1/11/16

**VERONICA COLON**  
Notary Public  
State of New Jersey  
My Commission Expires April 3, 2018  
I.D.# 2432070

Return completed applications Monday through Friday, 9:00 a.m. —4:00 p.m. to:

City Hall  
Hoboken, NJ  
94 Washington Street  
Hoboken, NJ 07030

\*Planning Board has designated members who may by Statue serve on more than one board.

CITY OF HOBOKEN  
APPLICATION FOR APPOINTMENT TO  
CITIZEN ADVISORY BOARDS AND COMMISSIONS

RECEIVED  
2016 JAN 15 AM 10:19  
CITY CLERK  
HOBOKEN, NJ 07030

Please read and complete this application.

**Personal Information**

Name Brian Assadourian

Home Address 913 Willow Ave

City Hoboken State NJ Zip 07030

Home Phone 201-683-9068 Email Brian.haig@optonline.net

Do you reside within the city limits?  Yes  No

Are you 18 or older?  Yes  No

Are you a U.S. citizen?  Yes  N

**Experience and Education**

Civic Activities (including, but not limited to other boards/commissions):

Please see attached

Schools attended, degrees, nonacademic experience:

Please see attached

Resume attached  (optional)

**Statement of Interest**

For which board or commission would you like to be considered?

1<sup>st</sup> choice: NHSA Sewage Commissioner

2<sup>nd</sup> choice: \_\_\_\_\_ 3<sup>rd</sup> choice: \_\_\_\_\_

Please write a brief statement of 50 words or less, explaining your interest in the board or commission for which you are applying. Include any experience, training, and/or qualifications you have relating to this board or commission.

I have served in this position for 2 years and would like to apply for the 5 year term that is becoming available.

Please indicate any conflicts of interest you may have if chosen for this board or commission: None

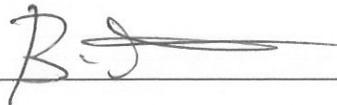
#### Guidelines for Applying for Citizen Advisory Boards and Commissions

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In accordance with the Local Government Ethics Law (N.J.S.A. +oA: 9-22.1 et seq.) annual Financial Disclosure Statements must be filed by elected officials, certain government employees, and members of the housing authority, recreation commission, planning board, zoning board, board of health, board of education, and library board of trustees. Financial Disclosure statements indicate the source of income but not the amount.

Information submitted on this application is public information. I verily that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.

Applicant Signature



Date

11/15/16

Notary Antonia Gadaleta

Date 1-15-16

**ANTONIA GADALETA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES  
JANUARY 28, 2018**

Return completed applications Monday through Friday, 9:00 a.m. —4:00 p.m. to:

City Hall  
Hoboken, NJ  
94 Washington Street  
Hoboken, NJ 07030

\*Planning Board has designated members who may by Statute serve on more than one board.

# **Brian Assadourian**

913 Willow Ave. Apt 3B

Hoboken NJ 07030

(201)683-9068

brianhaig@optonline.net

## **Objective**

- Appointment to the NHSA Sewage Commission

## **Profile**

- Co-Founder and President, BigAppleGrocer.net 1999 - Present

BigAppleGrocer.net was one of the first online supermarkets in the U.S.

- Co-Founder and President, A to Z Beverage Distributors 1994 – 2008

A to Z was one the largest independent non-alcoholic beverage distributors supplying the NY metro market.

- Co-Founder and President, Island Beverage/Tea West Iced Herbal Teas 1990 – 1999

Tea West Iced Herbal Teas were the first of their kind in the U.S. and were test marketed in Hoboken.

- Manager/Real Estate Broker, Manhattan Apartments, Inc 1986 - 1989

## **Education**

- NY Real Estate Broker License 1987
- NY Real Estate Salesperson License 1986
- BA Music, Piano Composition and Performance, Mason Gross School of the Arts, Rutgers University 1984

## **Special Skills**

- Development and Implementation of Business Concepts
- Sales and Marketing
- Interviewing, Hiring and Management of Personnel
- Contract Negotiation
- Coordinating and Directing Organizational Meetings
- Budgeting
- Customer Relations
- Problem Solving

### **Membership / Affiliations**

- Chairman, Board of Trustees, The Armenian Students' Association Inc.

The oldest major Armenian organization founded in the U.S. The association provides financial assistance to deserving college students as well as organizes educational, cultural and social events for the Armenian community. I was elected to the Board in 1994 and have served as its Chairman for the past six years. I recently oversaw the 100th Anniversary Gala Weekend and Banquet in New England in June.

- Vice Chairman, Hudson County Democratic Organization 2010 - 2011
- Sergeant-at-Arms, Hoboken Democratic Party 2008 - 2010
- Hoboken Committeeman, Ward 5 - District 5 2007 - 2010
- President, 913-915 Willow Ave Condo Association 2007 - 2010
- Coach, Hoboken Little League 2010 - Present
- Coach, Hoboken Minor League 2007 - 2009
- Coach, Hoboken Recreation League Basketball 2009 - 2011
- Sponsor, The YMCA Taste of Hoboken 1993 – Present
- Member, Hoboken Family Alliance 2001 - 2009

## **Personal**

- Lifelong resident of Hudson County
- Graduated from North Bergen High School, 1980

Class President

Inducted into the National Honor Society, Merit Society, Society for Academic Achievement and the Russian Honor Society.

Member of the football, wrestling and track teams.

- Married and settled in Hoboken since 1997
- 12 year old son attends the Hoboken Charter School

## **Passion**

- Piano and piano composition

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT AND EXTENSION  
OF THE PROFESSIONAL SERVICE CONTRACT WITH DECOTIIS  
FITZPATRICK & COLE LLP FOR SERVICES OF FRANCIS BORIN,  
ESQ. AS SPECIAL LEGAL COUNSEL – PUBLIC UTILITY COUNSEL,  
TO THE CITY OF HOBOKEN IN AN INCREASE TO THE NOT TO  
EXCEED AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR  
A TOTAL NOT TO EXCEED AMOUNT OF \$60,000.00 FOR A TERM TO  
EXPIRE DECEMBER 31, 2016**

**WHEREAS**, service to the City as Special Counsel – Public Utility 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 Qualifications for the Professional Services of Special Legal Counsel-Public Utility Law Attorney in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which DeCotiis Fitzpatrick & Cole LLP responded to in both CY2015 and CY2016 (there is \$7,022.75 remaining available in the current appropriation as of 1/12/2016); and,

**WHEREAS**, the Administration has determined that the firm has provided quality representation over the past year during its CY2015 contract, and therefore advises the contract for be amended and extended with DeCotiis Fitzpatrick & Cole LLP through December 31, 2016; and,

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

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,000.00 is available in the following appropriations 6-01-20-156-020 in the temporary CY2016 appropriations; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2016 temporary appropriations; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE, BE IT RESOLVED**, that the contract with DeCotiis Fitzpatrick & Cole LLP for the services of Francis Borin, Esq. to represent the City as Special Legal Counsel- Public Utility be amended and extended, for a term to expire December 31, 2016, for an increase in the total not to exceed amount by **Fifty Thousand Dollars (\$50,000.00)** for a total not to exceed amount of \$60,000.00; and

**BE IT FURTHER RESOLVED**, the contract shall include the following term: DeCotiis Fitzpatrick & Cole LLP 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 DeCotiis Fitzpatrick & Cole LLP; 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 RESOLVED**, that this resolution shall take effect immediately upon passage.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

**RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO VALUE RESEARCH GROUP, LLC FOR CY2016 APPRAISAL AND CONSULTING SERVICES FOR BLOCK 103, LOTS 7-26; BLOCK 107, LOT1; BLOCK 113, LOT 1 TO THE CITY OF HOBOKEN FOR ONE YEAR WITH A NOT TO EXCEED AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00)**

**WHEREAS**, service to the City as CY2016 Professional Appraisers and Consultants is a professional service for determining the market value for acquisition purposes, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

**WHEREAS**, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over a twelve month period, will exceed \$17,5000.00; and

**WHEREAS**, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, January 1, 2017; and

**WHEREAS**, the City now seeks to contract with Value Research Group, LLC for appraisal and consultation fees charged at \$150/hour in an amount not to exceed \$15,000.00 for Block 103, Lots 7-26; Block 107, Lot 1; Block 113, Lot 1 per their January 11, 2016 Proposal; and

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

**WHEREAS**, Value Research Group, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$15,000.00 is available in the following appropriations: C-04-60-711-120 in the CY2016 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 CY2016 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE, BE IT RESOLVED**, that a contract with Value Research Group, LLC for planning and engineering services be, and is hereby, awarded, in an amount not to exceed \$15,000.00, for CY2016 Appraisal and Consulting Services, pursuant to their proposal dated

January 11, 2016.

**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** that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; 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.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately, subject to the following conditions:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Value Research Group, LLC's Proposal dated January 11, 2016 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:

Value Research Group, LLC  
301 South Livingston Avenue, Suite 104  
Livingston, New Jersey 07039

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

**CITY OF HOBOKEN**  
Division of Purchasing

**DAWN ZIMMER**  
Mayor



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

Date: January 13, 2016  
To: Quentin Wiest, Business Administrator  
Corporation Counsel, City of Hoboken  
From: AL B. Dineros  
Subject: **DETERMINATION OF VALUE FOR NON FAIR AND OPEN CONTRACT AWARD**

Contract For: **Proposal for Appraisal and Consulting Services  
Block 103, Lots 7-26; Block 107, Lot 1; Block 113, Lot 1  
Hoboken, New Jersey**

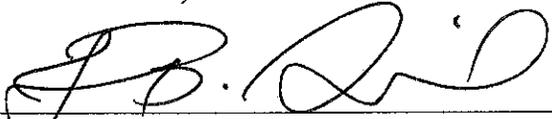
Contract to be awarded to: Value Research Group, LLC  
Contract Period: Forty five (45) days after execution of the contract

**CERTIFICATION**

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed \$17,500 over a twelve month period.

I hereby further certify that funds to cover the expenditures for the above-reference contracts will be encumbered by purchase orders on an as-needed basis (as required pursuant to N.J.A.C. 5:30-5.4.).

By

  
AL B. Dineros, QPA, City of Hoboken

Certified Date:

1/13/2016



**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:** Value Research Group, LLC

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Paul Beisser, III Home Address: 24 Braemar Court Murray Hill, New Jersey	Name: Richard Polton Home Address: 85 Park Avenue, # 305 Glen Ridge, New Jersey
Name: Arthur Linfante, III Home Address: 2902 Appleton Way Whippany, New Jersey	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this <u>31</u> day of <u>January</u> , 2016 <u>Kathleen D. Ahearn</u> (Notary Public) My Commission expires: <u>8/20/16</u>	<u>Paul Beisser, III</u> (Affiant) <u>Paul Beisser, III, Principal partner</u> (Print name & title of affiant) (Corporate Seal)
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## VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

January 11, 2016

Stephen D. Marks, PP, AICP, CFM, LEED GA  
City of Hoboken  
Hoboken City Hall  
94 Washington Street  
Hoboken, NJ 07030

**Re: Proposal for Appraisal and Consulting Services  
Block 103, Lots 7-26; Block 107, Lot 1; Block 113, Lot 1  
Hoboken, New Jersey**

Dear Mr. Marks:

**Value Research Group (VRG)** is pleased to submit this proposal for the appraisal services in connection with the matter referenced above. The work product will be prepared for you and is for your sole and exclusive use for the matter described here under the terms of this agreement. We request that you seek our written authorization before releasing the report to any other party.

### *Assignment Summary*

Client/Intended User:	City of Hoboken
Intended Use:	To assist the client and intended users in determining the subject property's market value for acquisition purposes.
Interest Valued:	Fee Simple
Date of Value:	Date of Inspection
Type of Value:	Market Value as defined by the appraisal requirements pursuant to FIRREA.
Report Format:	Summary Report Format.
Appraisal Fee:	Fees charged at \$150/hour not to exceed \$15,000 without further authorization.

### *Scope of Work*

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, review comparable properties and prepare an appraisal report indicating our opinion of value of the subject property as of the effective date.

The appraisal report and our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report will be subject to our Statement of Limiting Conditions and Appraiser's Certification; please let me know if you would like to review this statement before we commence work.

### *Delivery Date*

The fieldwork, analysis and appraisal report will be completed 45 days after execution of this agreement.

### *Fee Requirements*

The fee for the fieldwork, analysis and preparation of the appraisal report is \$150/hour not to exceed a total of \$15,000 without further authorization. We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. If this firm is required to take action to enforce the terms of the agreement, you will be responsible for all legal and other expenses incurred by us for this purpose. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties.

### *Consulting & Expert Testimony Per Diem Charges*

Our fee for the appraisal includes one meeting or phone conference to review our findings and analysis. Subsequently, the fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be charged at \$150/hour on a portal to portal basis.

*Cancellation*

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to VRG. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

*VRG Independence*

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.



Paul T. Beisser, MAI, CRE  
State Certified General Real  
Estate Appraiser (RG 00181)

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Accepted By

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Date

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

**RESOLUTION TO AMEND AND EXTEND THE PROFESSIONAL SERVICE CONTRACT WITH LITE, DEPALMA & GREENBERG, LLC FOR THE SERVICES OF VICTOR AFANADOR, ESQ. AS SPECIAL LEGAL COUNSEL- GENERAL LITIGATION TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2016 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$30,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$50,000.00**

**WHEREAS**, service to the City as Special Counsel – 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 Qualifications for the Professional Services of Special Legal Counsel-General Litigation in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Lite, Depalma & Greenberg, LLC responded to both CY2015 and CY2016; and,

**WHEREAS**, the Administration has determined that the firm can continue to provide quality representation in this matter, and therefore advises that the contract be amended and extended with Lite, Depalma & Greenberg, LLC for General Litigation (there is currently \$20,000.00 remaining on the current contract); and,

**WHEREAS**, Lite, Depalma & Greenberg, LLC 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 **\$30,000.00** is available in the following appropriation 6-01-20-156-020 in the CY2016 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 appropriation for the CY2016 budget year; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

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

**NOW THEREFORE, BE IT RESOLVED**, that the contract with **Lite, Depalma & Greenberg, LLC** to represent the City as Special Legal Counsel- General Litigation CY2016 be amended and extended, for a term to expire December 31, 2016, with an increase in the not to exceed amount by **Thirty Thousand Dollars (\$30,000.00)** for a total not to exceed amount of \$50,000.00; and,

**BE IT FURTHER RESOLVED**, the contract shall be for both new matters and outstanding matters, and shall not be for a sum certain but rather, a retainer, the level of representation in 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, LLC** and

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

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

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

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

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

**RESOLUTION TO AUTHORIZE AN EXTENSION AND AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH LITE DEPALMA GREENBERG, LLC FOR THE SERVICES OF VICTOR AFANADOR ESQ. AS SPECIAL LEGAL COUNSEL-LABOR NEGOTIATIONS AND LABOR/EMPLOYMENT COUNSEL TO THE CITY OF HOBOKEN FOR AN INCREASE IN THE TOTAL NOT TO EXCEED AMOUNT OF \$35,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$80,000.00 TO EXPIRE DECEMBER 31, 2016**

**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 City provided for a Special Counsel – Labor RFP in accordance with the Fair and Open Process, which Lite DePalma Greenberg, LLC responded to in both CY2015 and CY2016, and the City now seeks to amend and extend the contract with the firm for Labor Negotiations and Labor/Employment Counsel services (there is \$13,302.38 remaining available from the current contract as of 1/12/2016); and,

**WHEREAS**, Victor Afanador, Esq., and the firm of Lite DePalma Greenberg, LLC are 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 \$35,000.00 is available in the following appropriations 6-01-20-156-020 in the temporary CY2016 appropriations; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2016 temporary appropriations; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE, BE IT RESOLVED**, that the contract with **Lite DePalma Greenberg, LLC** for the services of **Victor Afanador, Esq.** to represent the City as Special Legal Counsel-Labor Negotiations and Labor/Employment Counsel be amended and extended, for outstanding and new matters, for a term to commence January 1, 2016 and expire December 31, 2016, for an increase in the total not to exceed amount of Thirty Five Thousand Dollars (\$35,000.00) for a total not to exceed amount of \$80,000.00; 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.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE  
CONTRACT WITH MARAZITI FALCON AS SPECIAL LEGAL COUNSEL- CY2016  
REDEVELOPMENT TO THE CITY OF HOBOKEN IN A NOT TO EXCEED AMOUNT OF  
EIGHTY FIVE THOUSAND DOLLARS (\$85,000.00) FOR A TERM JANUARY 1, 2016  
THROUGH DECEMBER 31, 2016**

**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 responded to, and the City’s evaluation committee has determined that this firm’s proposal was one of the top proposals provided, cost and other factors considered; and,

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

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$85,000.00 will be available in the following appropriation 6-01-21-181-036 in the temporary CY2016 appropriation; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2016 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 to represent the City as Special Legal Counsel- CY2016 Redevelopment be awarded, for a term to commence January 1, 2016 and expire December 31, 2016, for a total not to exceed amount of **Eighty Five Thousand Dollars (\$85,000.00)**; and

**BE IT FURTHER RESOLVED**, the contract shall include the following term: Maraziti Falcon shall be paid maximum hourly rates of \$190.00/hour for attorneys when charged to the City, \$225.00/hour for attorneys when such fees are paid solely by private parties through reimbursement agreements, \$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 of redevelopment matters, and new 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; 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 RESOLVED**, that this resolution shall take effect immediately upon passage.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE  
CONTRACT WITH MARAZITI FALCON AS SPECIAL LEGAL COUNSEL- REDEVELOPMENT  
LITIGATION TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2016 FOR AN  
INCREASE IN THE TOTAL NOT TO EXCEED AMOUNT OF \$340,000.00, FOR A TOTAL  
NOT TO EXCEED AMOUNT OF \$490,000.00**

**WHEREAS**, service to the City as Special Counsel –Redevelopment 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 responded to in both CY2015 and CY2016, and the City’s evaluation committee has determined that this firm’s proposal was one of the top two proposals provided (there is \$79,678.87 remaining in the current contract as of 1/13/2016); and,

**WHEREAS**, Maraziti Falcon 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 \$340,000.00 is available in the following appropriation 6-01-21-156-020 in the temporary CY2016 appropriations; 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 CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE, BE IT RESOLVED**, that the contract with **Maraziti Falcon** to represent the City as Special Legal Counsel- Redevelopment Litigation be amended and extended, for a term to expire December 31, 2016, and for an increase in the total not to exceed amount of **Three Hundred Forty Thousand Dollars (\$340,000.00)** for a total not to exceed amount of \$490,000.00; and

**BE IT FURTHER RESOLVED**, the contract shall include the following term: **Maraziti Falcon** shall be paid maximum hourly rates of \$190.00/hour for attorneys when charged to the City, \$225.00/hour for attorneys when such fees are paid solely by private parties through reimbursement agreements, \$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 General Litigation matters, and new 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**; 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 RESOLVED**, that this resolution shall take effect immediately upon passage.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

**RESOLUTION TO AMEND AND EXTEND THE CONTRACT TO  
WEINER LESNIAK FOR THE SERVICES OF RON CUCCHIARO, ESQ.  
AS SPECIAL LEGAL COUNSEL –GENERAL LAND USE COUNSEL TO  
THE CITY OF HOBOKEN FOR A TERM TO EXPIRE ON DECEMBER  
31, 2016, IN AN INCREASED NOT TO EXCEED AMOUNT OF ONE  
HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00) FOR A TOTAL  
NOT TO EXCEED AMOUNT OF \$190,000.00**

**WHEREAS**, service to the City as Special Counsel – General Land Use 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 Qualifications for the Professional Services of Special Legal Counsel- General Land Use Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to in both CY2015 and CY2016 (there is \$27,123.33 remaining appropriated in the current contract); and,

**WHEREAS**, the Administration has determined that the firm can continue to provide quality representation, and therefore advises that the contract be amended and extended 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 \$140,000.00 is available in the following appropriation 6-01-20-156-020 in the CY2016 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 CY2016 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 the contract with Weiner Lesniak to represent the City as Special Legal Counsel- CY2016 General Land Use Counsel, with Ron Cucchiaro, Esq. as lead counsel, be amended and extended for a term to expire December 31, 2016, for an increase in the total not to exceed amount of One Hundred Forty Thousand Dollars (\$140,000.00), for a total not to exceed amount of \$190,000.00; 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 ongoing 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 RESOLVED**, that this resolution shall take effect immediately upon passage.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

**RESOLUTION TO AMEND AND EXTEND THE PROFESSIONAL SERVICE CONTRACT WITH WEINER & LESNIAK, LLP AS SPECIAL LEGAL COUNSEL –LABOR AND EMPLOYMENT TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2016 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT OF FORTY FIVE THOUSAND DOLLARS (\$45,000.00) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$205,000.00**

**WHEREAS**, service to the City as Special Counsel – Labor and Employment 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 Qualifications for the Professional Services of Special Legal Counsel-Labor and Employment Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner & Lesniak, LLP responded to in both CY2015 and CY2016 (there is \$29,483.22 remaining the current contract); and,

**WHEREAS**, the Administration has determined that the firm has provided quality representation over the past year during its CY2015 contract, and therefore advises that the contract be extended and amended with Weiner Lesniak; and,

**WHEREAS**, WEINER & LESNIAK, LLP 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 \$45,000 is available in the following appropriation 6-01-20-156-020 in the CY2016 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 CY2016 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE, BE IT RESOLVED**, that the contract with WEINER & LESNIAK, LLP to represent the City as Special Legal Counsel-Labor and Employment Counsel be amended and extended, for a term to expire December 31, 2016, for an increase in the total not to exceed amount of **Forty Five Thousand Dollars (\$45,000.00)** for a total not to exceed amount of \$205,000.00; and

**BE IT FURTHER RESOLVED**, the contract shall include the following term: WEINER & LESNIAK, LLP 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 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, LLP; 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 RESOLVED**, that this resolution shall take effect immediately upon passage.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT AND EXTENSION OF THE PROFESSIONAL SERVICE CONTRACTS WITH PAUL CONDON, ESQ. AS SPECIAL LEGAL COUNSEL- ANDRIANI LITIGATION FOR THE CONTINUATION OF THE OUTSTANDING MATTERS TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2016 WITH NO CHANGE IN THE NOT TO EXCEED AMOUNT**

**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 previously awarded a contract to **Paul Condon, Esq.**, for legal services related to two of his legal representation contracts (Special Legal Counsel-Appellate Litigation regarding Andriani v. City of Hoboken Docket Number A-004484-10 and Special Legal Counsel-Litigation regarding Andriani v. City of Hoboken, Docket Number CSV-10214-2010), and the City now wishes to extend those contracts’ terms for purposes of continuation of those matters, without increasing the not to exceed amount (there is currently \$12,500.00 remaining appropriated for this contract as of 1/12/2016); and,

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

**WHEREAS**, certification of funds is not required for this resolution.

**NOW THEREFORE, BE IT RESOLVED**, (*a majority of the full council concurring*) that the contract with **Paul Condon, Esq.** to represent the City as Special Legal Counsel- Outstanding Andriani Litigation (Special Legal Counsel-Appellate Litigation regarding Andriani v. City of Hoboken Docket Number A-004484-10 and Special Legal Counsel-Litigation regarding Andriani v. City of Hoboken, Docket Number CSV-10214-2010), be extended, for a term to expire December 31, 2016, with no change in the not to exceed amount; and

**BE IT FURTHER RESOLVED**, the contract shall include all the terms of the original contracts and shall only be for those matters which were initiated in or before 2014, but which have continued and carried over into the present calendar year; and

**BE IT FURTHER RESOLVED**, these contracts shall cover outstanding legal matters only, and the amended/extended contract shall not be for a sum certain but rather, a retainer, the level of representation in 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 **Paul Condon, Esq.**; and

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

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

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

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

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

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

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

**RESOLUTION TO AUTHORIZE AN EXTENSION OF THE PROFESSIONAL SERVICE CONTRACT WITH  
FLORIO KENNY RAVAL AS SPECIAL LEGAL COUNSEL- GENERAL LITIGATION TO THE CITY OF  
HOBOKEN TO EXPIRE DECEMBER 31, 2016 WITH AN INCREASE NOT TO EXCEED AMOUNT OF  
\$10,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$20,000.00**

**WHEREAS**, service to the City as Special Counsel –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 –General Litigation in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Florio Kenny Raval responded to in CY2015 and CY2016 (\$1,401.56 is presently available in the current contract); and,

**WHEREAS**, Florio Kenny Raval 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 appropriations: 6-01-20-156-020 in the temporary CY2016 appropriation; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2016 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 the contract with Florio Kenny Raval to represent the City as Special Legal Counsel- General Litigation be amended, for a term to expire December 31, 2016, with an increase in a not to exceed amount Ten Thousand Dollars (\$10,000.00) for a total not to exceed amount of Twenty Thousand Dollars (\$20,000.00); and,

**BE IT FURTHER RESOLVED**, the contract shall include the following term: Edward Florio, Esq. shall be lead counsel on all matters hereunder, and Florio Kenny Raval 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, except where those charges are for workers compensation matters, in which case the maximum hourly rate for attorneys shall be \$135.00/hour. 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 and new matters, and this contract shall not be for a sum certain but rather, a retainer, the level of representation in the matters 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.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

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

**RESOLUTION TO AUTHORIZE AN EXTENSION OF THE PROFESSIONAL SERVICE CONTRACT WITH ED BUZAK, ESQ. AS SPECIAL LEGAL COUNSEL- LAND USE AND LAND ACQUISITION COUNSEL FOR THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2016 FOR A TOTAL INCREASE IN THE NOT TO EXCEED AMOUNT OF \$120,000.00 FOR A TOTAL CONTRACT AMOUNT OF \$200,000.00**

**WHEREAS**, service to the City as Special Counsel –Land Use and Land Acquisition 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 previously awarded a contract to **Ed Buzak, Esq.**, for legal services related to land use and land acquisition, and the City now wishes to extend that contract term for purposes of continuation of those matters and for any new land use and land acquisition matters which may arise, and Ed Buzak, Esq. responded to the City’s RFP under the fair and open process for said services in CY2014, CY2015 and CY2016 (\$0.00 is presently available in the current contract); and,

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

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$120,000.00 is available in the following appropriation C-04-60-711-711-120 in the CY2016 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 CY2016 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 the contract with **Ed Buzak, Esq.** to represent the City as Special Legal Counsel- Land Use and Land Acquisition Counsel be extended, for a term to expire December 31, 2016 for an increase in the total not to exceed amount of One Hundred Twenty Thousand Dollars (\$120,000.00) for a total contract amount of \$200,000.00; and

**BE IT FURTHER RESOLVED**, the contract shall include all the terms of the original contract; and

**BE IT FURTHER RESOLVED**, this contract shall cover outstanding and new legal matters, and this contract shall not be for a sum certain but rather, a retainer, the level of representation in 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 **Ed Buzak, Esq.**; and

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of

the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

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

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

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

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

**RESOLUTION TO AUTHORIZE A CONTRACT WITH RSC ARCHITECTS FOR  
PROFESSIONAL ARCHITECTURAL SERVICES TO THE CITY OF HOBOKEN FOR THE  
INTERIOR AND EXTERIOR MAINTENANCE IMPROVEMENTS AT THE HOBOKEN FIRE  
HOUSE TO EXPIRE UPON COMPLETION, BUT NOT LATER THAN DECEMBER 31, 2016,  
AND FOR A NOT TO EXCEED AMOUNT OF \$17,030.00**

**WHEREAS**, the City authorized a pool of CY2016 engineers including RSC Architects in accordance with the Fair and Open Process and Pay to Play; and,

**WHEREAS**, the City wishes to enter into a contract with RSC Architects for the Interior and Exterior Maintenance at the Hoboken Fire House; and,

**WHEREAS**, RSC Architects 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 \$17,030.00 is available in the following appropriation \_\_\_\_\_ in the CY2016 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 budget for the CY2016; 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 RSC Architects for the Interior and Exterior Maintenance at the Hoboken Fire House be awarded in accordance with the attached proposal, for a term to expire upon completion of the project, but in no event later than December 31, 2016, for a total not to exceed amount of \$17,030.00; and

**BE IT FURTHER RESOLVED**, no additional fees or invoices shall be allowable under this agreement unless prior approval is provided by the City in accordance with all legal guidelines; 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-1 et seq. 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,

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				



January 13, 2016

Mr. Quentin Wiest  
City of Hoboken  
City Hall  
94 Washington Street  
Hoboken, NJ 07030

**Re: Proposal for Architectural Services  
Interior and Exterior Maintenance Improvements  
Roofing, Ceiling, Flooring and Brickwork  
Hoboken Firehouse  
801 Clinton Street  
Hoboken, NJ**

Dear Mr. Wiest:

RSC Architects (RSC) is pleased to submit this Proposal for Architectural services for Roof Replacement, Sewer Line and Piping Alterations and Repairs as well as Patching of Interior Side of Foundation Walls for the City of Hoboken's Clinton Street Firehouse.

**Description of Project:**

The project consists of the following items:

1. Replacement of the existing roofing system and accessories covering firehouse bay area (original firehouse) as well as reroofing a portion of the structure containing building's kitchen (addition to firehouse).
2. Removal and alteration of existing masonry chimney
3. Assessing and providing possible design for better roof drainage configuration.
4. Assessing and providing recommendations regarding repairs to roof leader pipe repair
5. Describing solution for correcting sewer and storm water back up problems within structure
6. Describing resolution for leaks in existing water service piping
7. Describing resolution for leaks in existing foundation wall
8. Presentation at one Hoboken Historic Preservation Committee meeting for review and recommendation by its members
9. Presentation at one Hoboken Zoning Board meeting for review and approval of project



**Scope of Basic Services:**

RSC's services are provided herein below. RSC will perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar conditions. RSC shall provide basic services for the Project as follows:



**Pre-Design Phase:**

RSC shall gather sufficient information to effectively execute the design of the Project. This phase will identify the client's needs and preferences for the Project. We will review and refine the client

programming criteria and attend client meetings. RSC shall reach an understanding with the owner regarding the requirements of the project.

**Schematic Design Phase:**

Schematic drawings will be developed based on the owner approved program, schedule, and construction budget. These documents shall establish the conceptual design of the Project, illustrating the scale and relationship of the Project components. RSC will submit a preliminary estimate of the probable construction cost based on the area unit cost.

The approved documents shall be forwarded to the City of Hoboken, Hoboken Historic Preservation Committee, and Hoboken planning/zoning board for approval. RSC Architect will assist the Owner, along with the Owner's legal representation at the public hearings (RSC Architects has included attendance at two (2) hearings. Additional hearings will be billed hourly based on the attached Fee Schedule).

**Contract Document Phase:**

Based on the approved Schematic Design Documents, RSC will prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements of the construction of the Project. RSC will advise the Owner of any adjustments to the previous preliminary estimate, and will assist the Owner in development and preparation of bidding and procurement information, conditions of the contracts for construction, and the project manual. RSC shall submit the Construction Documents to the Owner and advise the Owner of any adjustments to the probable construction cost estimate and request the Owners approval. RSC will meet with the Hoboken Building Department for a plan review of the final set of documents prior to bidding.

**Bidding Phase**

RSC will assist the Owner in obtaining either competitive bids or negotiated proposals. We will answer Contractor questions and issue addenda as may be required during the bidding process. RSC will assist the Owner in reviewing and evaluating the construction bids as well as provide written recommendation regarding the lowest responsible bidder.



**Construction Administration Phase**

RSC's responsibility to provide Construction Phase Services shall commence with the execution of a contract for construction being executed by the Owner and the Contractor and terminates 30 days after the issuance of temporary certificate of occupancy by the local building official. RSC proposes to provide services to review shop drawings and samples, attend job meetings, prepare meeting minutes, and provide limited observation of construction. Any additional submittal review or attendance at meetings/visits beyond that described herein shall be billed at an hourly basis. RSC shall prepare a punch list, substantial completion forms, and a final sign-off of construction.

**Fees:**

RSC shall provide the above services for a lump sum fee as follows;

Roof Replacement and Interior Rehabilitation (Construction Documents and Obtaining Approvals by Authorities Having Jurisdiction)	\$ 10,250.00
Bidding	\$ 1,690.00
Construction Administration	<u>\$ 5,090.00</u>
<i>Total Fee</i>	<u>\$17,030.00</u>

**Out of Scope Services:**

While we believe the intent of the Scope of Basic Services is clear and limited, from time to time a reading of these services may infer a broader scope than was intended. In order to help clarify the scope of basic services, we point out that the above listed basic services do not include the following services, the need for; which may be anticipated on this project. If you would like RSC to furnish these, or any other Out-of-Scope Services we would be pleased to discuss a mutually agreeable Scope of Services and fee arrangements. RSC will not provide Out-of-Scope Services without your written approval.

- Structural or environmental engineering
- Fees for applications for approvals, building permits and all other fees as required
- NJ DEP permit applications
- Changes or revisions beyond our control, changes or supplemental services as may be required by the Municipality, or other regulatory review agencies beyond that indicated in this proposal, or made necessary by ordinance or regulations, or changes in basic project concept after initial design has commenced.
- Construction management, construction/contractor supervision

**Payments:**

RSC shall invoice monthly for fees and expenses incurred with payment due upon receipt of invoice. We request that you review each invoice upon receipt and inform us as to any discrepancies or other problems within fifteen (15) days of receipt. If no comment is received within this period, the invoice will be considered correct, approved and payable. If the Owner fails to make payments within sixty (60) calendar days, RSC reserves the right to suspend Professional Services under this Agreement. In the event of a suspension of services, RSC shall have no liability to the Owner for delay or damages, in any way caused by or resulting from suspension of services.

It is our intent to meet the needs and conditions of our clients and, therefore, should the Scope described in this Proposal not meet or differ from your needs, please notify this office in order that we may attempt to revise and reconcile same.

This Proposal is based upon the express understanding that, if it is accepted, the parties will subsequently execute a contract using the AIA B101 Owner/Architect Agreement. We trust this Proposal meets with your approval. We look forward to working with you on this project.

Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

**RSC ARCHITECTS**



Jeff Schlecht, AIA  
Sr. Project Manager

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

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

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

**RESOLUTION TO AMEND THE CONTRACT TO RUG AND FLOOR STORE (NOW RFS) FOR FLOORING FOR THE CITY OF HOBOKEN ON THE THIRD FLOOR OF CITY HALL IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH A TOTAL CHANGE IN THE NOT TO EXCEED AMOUNTS BY \$33,900.00**

**WHEREAS**, the City previously awarded Rug and Floor Store a contract for flooring which resulted in defective product due to failure to install plywood underneath the new flooring, which was covered by warranty except that the City is required, under warranty, to pay the additional costs associated with the plywood which constitutes an additional good under the contracts; and,

**WHEREAS**, the City now seeks to amend the contract, with the contract and amendment thereto described as follows:

1. Contract for 3<sup>rd</sup> Floor flooring via authorizing resolution in 2013 and 2014 – increased by \$33,900.00

**WHEREAS**, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$33,900.00 is available in the following appropriation: 5-01-20-112-069 for \$25,000.00 in the CY2015 budget, and 6-01-20-112-069 for \$8,900.00 in the CY2016 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 appropriation for CY2015 and CY2016; 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 amends the above referenced contract to the Rug and Floor Store (now RFS), in the amounts described above, in accordance with the attached proposal of RFS.
- B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into amendments to said contracts, as redefined by this resolution, and any other steps necessary to effectuate this resolution.
- C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

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

**Meeting date: January 20, 2016**

**APPROVED:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Giattino				

# RFS Commercial, Inc.

real flooring solutions

**Member:**

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

**Certifications:**

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

January 4, 2016

Mr. Quentin Wiest  
City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030-4585

**Mannington State Contract #A81751**

RE: 3<sup>rd</sup> floor tax assessors, supply room, housing, payroll, personnel, rent control, health, hallway and adjoining hallway to health, James office and closet

The following proposal is to supply and install Mannington Nature's Paths LVT throughout all areas above. Prior to installation, remove existing LVT flooring as required. Remove and reinstall existing quarter round molding as required. Install solid core AC Exterior Glue plywood underlayment throughout the 3<sup>rd</sup> Floor (Tax Assessor's, Supply Room, Housing, Payroll, Personnel, Rent Control, Health, Hallway and adjoining Hallway to Health, Jame's Office and Closet). Work includes furniture handling and handling of all loose items packed in cartons by Hoboken personnel. Hoboken personnel to disconnect and reconnect all computers and sophisticated electronic equipment. Work will be performed evenings and weekends as needed to not disrupt normal office hours.

**Total Contract Price for Materials & Labor**                      **\$ 33,900.00**

Includes minor subfloor repairs. All others will be charged on an as needed basis.

Thank you for the opportunity to present this proposal.

Sincerely,

Anthony R. Pizzuto  
President

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

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH VINCENT  
LAPAGLIA AS SPECIAL LEGAL COUNSEL- CY2016 TAX APPEALS AND RELATED  
LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2016 AND EXPIRE  
DECEMBER 31, 2016 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$96,000.00**

**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 \$96,000.00 will be available in the following appropriation 6-01-20-150-030 in the temporary CY2016 appropriations; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2016 temporary appropriations; 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- CY2016 Tax Appeal and Related Litigation be awarded, for a term to commence January 1, 2016 and expire December 31, 2016, for a total not to exceed amount of Ninety Six Thousand Dollars (\$96,000.00), which will be subject to proper and adequate appropriation by the City of Hoboken as part of its CY2016 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 CY2016 budget; and,

**BE IT FURTHER RESOLVED**, the contract shall include the following term: Vincent LaPaglia shall receive an hourly rate for all Tax 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 \$96,000.00. 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 RESOLVED**, that this resolution shall take effect immediately upon passage.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

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

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain/Present</b>	<b>Absent</b>
<b>Ravinder Bhalla</b>				
<b>Peter Cunningham</b>				
<b>Michael Defusco</b>				
<b>James Doyle</b>				
<b>Tiffanie Fisher</b>				
<b>Jennifer Giattino</b>				
<b>David Mello</b>				
<b>Ruben Ramos Jr.</b>				
<b>Michael Russo</b>				

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT AND EXTENSION OF THE PROFESSIONAL SERVICE CONTRACT WITH VOGEL CHAIT COLLINS AS SPECIAL LEGAL COUNSEL- OUTSTANDING LITIGATION TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 31, 2016 WITH NO CHANGE IN THE NOT TO EXCEED AMOUNT**

**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 the herein named outstanding litigation matters over the past two years, 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 Block 112 and Ursa Litigation (there is \$13,976.78 remaining appropriated for this contract as of 1/12/16); 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 not required for this resolution.

**NOW THEREFORE, BE IT RESOLVED**, (*a majority of the full council concurring*) that the contract with Vogel Chait Collins to represent the City as Special Legal Counsel- Outstanding Litigation (Ursa and Block 112) be extended, for a term to expire December 31, 2016, with no change in the not to exceed amount; 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 matters of Block 112 and Ursa; this contract shall not be for a sum certain but rather, a retainer, the level of representation in 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.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT TO MCMANIMON SCOTLAND BAUMANN AS SPECIAL LEGAL COUNSEL- CY2016 REDEVELOPMENT AND PILOT COUNSEL TO THE CITY OF HOBOKEN FOR CY2016 FOR A NOT TO EXCEED AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000.00) FOR THE TERM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016**

**WHEREAS**, service to the City as Special Counsel –Redevelopment and PILOT 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 in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which McManimon Scotland Baumann responded to, and the City’s evaluation committee has determined that this firm’s proposal was one of the top two proposals provided; and,

**WHEREAS**, McManimon Scotland Baumann 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 \$30,000.00 will be available in the following appropriation 6-01-21-181-036 in the temporary CY2016 appropriation; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2016 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 McManimon Scotland Baumann to represent the City as Special Legal Counsel- Redevelopment and PILOT Counsel CY2016 be awarded, for a term to commence January 1, 2016 and expire December 31, 2016, for a total not to exceed amount of **Thirty Thousand Dollars (\$30,000.00)**; and

**BE IT FURTHER RESOLVED**, the contract shall include the following term: McManimon Scotland Baumann shall be paid maximum hourly rates of \$190.00/hour for attorneys when charged to the City, \$225.00/hour for attorneys when such fees are paid solely by private parties through reimbursement agreements, \$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 redevelopment matters, and new 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 McManimon Scotland Baumann; and

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

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

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

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
Council President Giattino				

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

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

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

**RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT OF DEE-EN ELECTRICAL CONTRACTING FOR THE MULTI SERVICE CENTER, FIRE HOUSES, AND AMBULANCE CORP BUILDING ELECTRICAL UPGRADES AS CHANGE ORDER NUMBERS MSC4 – MSC7 AND GEN3 – GEN5 IN AN INCREASED AMOUNT OF \$32,951.59, FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$1,111,471.22 (A 6.6% CHANGE FROM THE ORIGINAL CONTRACT AMOUNT)**

**WHEREAS**, the City of Hoboken requires change orders for electrical work being performed under the contract for the Electrical Generator Upgrades, which was originally awarded to Dee-En Electrical Contracting (“Dee-En”) for \$1,042,600.00; and,

**WHEREAS**, the Administration is using Dee-En for said services and provisions; and,

**WHEREAS**, in accordance with the direction of the Administration, the City Council is asked to award change orders (MSC4 – MSC7 & GEN3 – GEN5) to the contract for said services to Dee-En, for an increase in the contract amount by Thirty Two Thousand Nine Hundred Fifty One Dollars and Fifty-Nine Cents (\$32,951.59), for a new total not-to-exceed amount of One Million One Hundred Eleven Thousand Four Hundred Seventy-One Dollars and Twenty-Two Cents (**\$1,111,471.22**) for work in accordance with Dee-En’s Change Order Requests (attached hereto); and,

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

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$32,951.59 is available in the following appropriations:

6-01-25-266-069 in the amount of \$20,125.39

G-55-56-CD3-301 in the amount of \$12,826.20

in the City’s capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that change orders (MSC4 – MSC7 & GEN3 – GEN5) be authorized to the contract for Electrical Generator Upgrades to Dee-En for an increase in the contract amount by Thirty Two Thousand Nine Hundred Fifty One Dollars and Fifty-Nine Cents (\$32,951.59), for a new total not to exceed amount of One Million One Hundred Eleven Thousand Four Hundred Seventy-One Dollars and Twenty-Two Cents (**\$1,111,471.22**) for work in accordance with Dee-En’s Change Order Requests (attached hereto); and,

**BE IT FURTHER RESOLVED**, that the time of completion of the contract be extended by 28 days; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. Any further change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. 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.
4. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the information herein.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_, Esq.  
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
Dave Mello				
Ruben Ramos, Jr.				
Michael Russo				
Jennifer Giattino, Council President				

DEE-EN ELECTRICAL CONTRACTING, INC.

3013 TREMLEY POINT ROAD

LINDEN, NJ 07036

PHONE: 908-862-8189

FAX: 908-862-8171

December 21, 2015

MSC 4

HOBOKEN MULTI SERVICE CENTER

124 GRAND STREET

CHILD DAY CARE CENTER NEW 150AMP ELECTRIC POWER FEEDER

**Labor:**

2 Men 2 Days

\$2,790.20

**Material:**

70' - 2" EMT

\$168.56

4 - 2" EMT 90' Elbows

\$50.12

12 - 2" EMT Compression Couplings

\$44.52

4 - 2" EMT Compression Connectors

\$12.16

4 - 2" Plastic Bushings

\$1.08

Miscellaneous Hangers and Straps

\$45.00

360' - 2/0 THHN Cable (match existing)

\$982.80

90' - #6 THHN Cable

\$58.50

**Total Labor & Material Cost**

\$4,152.94

15% Profit & Overhead

\$622.94

**C/O Amount**

\$4,775.88

DEE-EN ELECTRICAL CONTRACTING, INC.

3013 TREMLEY POINT ROAD

LINDEN, NJ 07036

PHONE: 908-862-8189

FAX: 908-862-8171

January 6, 2016

HOBOKEN MULTI SERVICE CENTER

MSC 5

REMOVE AND REPLACE ELEVATOR DISCONNECT

124 GRAND STREET

**Labor:**

Journeyman Electrician - \$99.65/hr....total of 7 hours \$697.55

**Material:**

1-100amp, 3phase, 240v fusible disconnect \$335.00

3 – 90amp time delay fuses \$74.97

**Total Labor & Material Cost** \$1,107.52

15% Profit & Overhead \$166.13

**Total C/O Amount** \$1,273.65

Submitted by DEE-EN Electrical Contracting, Inc. \_\_\_\_\_

City of Hoboken – Authorized by \_\_\_\_\_

**\*Due to C/O, contract to be extended by 1 days.**

DEE-EN ELECTRICAL CONTRACTING, INC.

3013 TREMLEY POINT ROAD

LINDEN, NJ 07036

PHONE: 908-862-8189

FAX: 908-862-8171

January 6, 2016

HOBOKEN MULTI SERVICE CENTER

MSC 6

REMOVE AND REPLACE ELECTRICAL PANEL IN 2<sup>ND</sup> FLOOR STORAGE ROOM

124 GRAND STREET

**Labor:**

Journeyman Electrician - \$99.65/hr...14 total hours \$1,395.10

**Material:**

1-42 circuit, 225amp, 3phase, main lug sub-panel with associated ckt breakers \$915.00

Miscell. Fittings: j-boxes, wirenuts, etc. \$100.00

---

**Total Labor & Material Cost** \$2,410.10

15% Profit & Overhead \$361.52

**Total C/O Amount** \$2,771.62

Submitted by DEE-EN Electrical Contracting, Inc. \_\_\_\_\_

City of Hoboken -- Authorized by \_\_\_\_\_

\*Due to C/O, contract to be extended by 2 days.

DEE-EN ELECTRICAL CONTRACTING, INC.

3013 TREMLEY POINT ROAD

LINDEN, NJ 07036

PHONE: 908-862-8189

FAX: 908-862-8171

January 6, 2016

MSC 7

HOBOKEN MULTI SERVICE CENTER

REMOVE AND REPLACE ELECTRICAL PANEL IN 2<sup>ND</sup> FLOOR NEW MAIN ELECTRICAL CONTROL ROOM ALONG WITH 1- NEW ELECTRICAL LIGHTING CONTACTOR

124 GRAND STREET

**Labor:**

Journeyman Electrician - \$99.65/hr...21 total hours \$2,092.65

**Material:**

1- 42ckt, 225amp, 3phase, main lug sub panel with associated ckt breakers \$915.00

1- 4pole 30amp electrical lighting contactor \$350.00

Miscell: jboxes, conduit, wire, toggle switch & cover, etc \$125.00

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**Total Labor & Material Cost** \$3,482.65

15% Profit & Overhead \$522.40

**Total C/O Amount** \$4,005.05

Submitted by DEE-EN Electrical Contracting, Inc. \_\_\_\_\_

City of Hoboken – Authorized by \_\_\_\_\_

\*Due to C/O, contract to be extended by 3 days.

DEE-EN ELECTRICAL CONTRACTING, INC.  
3013 TREMLEY POINT ROAD, LINDEN, NJ 07036  
P: 908-862-8189 F: 908-862-8171  
DNELECTRIC13@GMAIL.COM

11/6/15

GEN 3

HOBOKEN EMERGENCY GENERATORS

ADDITIONAL WORK

MISCELLANEOUS RECEPTACLES, LIGHTING FIXTURES, SWITCHES, ETC.

801 Clinton St. – 4 Additional Receptacles for Radio Chargers

LABOR:  
1 Man 7 Hours – Journeyman Electrician \$697.55

MATERIAL: \$154.11

501 Observer Highway – 2 Additional Receptacles, 2 Porcelain Fixtures, 1 Switch in Basement Area

LABOR:  
1 Man 14 Hours – Journeyman Electrician \$1,395.10

MATERIAL: \$377.52

201 Jefferson St. – Additional 4 Receptacles in Garage Area, 2 Porcelain Fixtures, 1 Switch, and 2 Receptacles in Basement Area

LABOR:  
1 Man 14 Hours – Journeyman Electrician \$1,395.10

Material: \$469.42

1313 Washington St – Removal of Ceiling tiles, wall sheet-rock, wall and floor wood studs in gym area. Re-support electrical bx cable, junction boxes, switches, thermostat, and fire alarm devices.

LABOR:  
4 Men 28 Hours – Laborer \$1,893.36

1 – 15 yard container \$725.00

Total Labor & Material Cost:	\$7,107.16
15% Profit & Overhead:	\$1,066.07
Total C/O Amount:	\$8,173.23

**\*Due to C/O, contract to be extended by 6 days.**

**\*WORK REQUESTED BY CHIEF ANTON**

Thank You,  
Dominick Livia  
Dee-En Electrical Contracting, Inc.

DEE-EN ELECTRICAL CONTRACTING, INC.  
3013 TREMLEY POINT ROAD, LINDEN, NJ 07036  
P: 908-862-8189 F: 908-862-8171  
DNELECTRIC13@GMAIL.COM

11/19/15

GEN 4

HOBOKEN EMERGENCY GENERATORS  
ADDITIONAL WORK – 1313 WASHINGTON ST.  
RELOCATE ELECTRICAL EQUIPMENT TO OPPOSITE WALL

Build 1 new 8' wall (all pressure treated lumber) – material only	\$275.24
Relocate electric wiring devices, receptacles, emergency fixture –	-----
Extend wiring, 4 500kcmill and 1 #2 ground from 400amp service switch to	
400amp ATS – 45' run - material only	\$1,455.30
1 stainless steel wireway, 8"x8'x60" – material only	\$950.00
<u>Labor:</u>	
Build wall – 1 man 8 hrs	\$672.56
Relocate wiring devices – 7 hrs	\$697.55
Install additional wiring, 45x5 – 2 men 14 hrs	\$1,395.10
Laborer – 1 man 3 hrs	\$202.80
<b>Total Labor &amp; Material Cost:</b>	<b>\$5,648.55</b>
<b>15% Profit &amp; Overhead:</b>	<b>\$847.28</b>
<b>Total C/O Amount:</b>	<b>\$6,495.83</b>

\*Due to C/O, contract to be extended by 4 days.

Thank You,  
Dominick Livia  
Dec-En Electrical Contracting, Inc.

**DEE-EN ELECTRICAL CONTRACTING, INC.**  
**3013 TREMLEY POINT ROAD, LINDEN, NJ 07036**  
**P: 908-862-8189 F: 908-862-8171**  
**DNELECTRIC13@GMAIL.COM**

11/30/15

GEN 5

**HOBOKEN EMERGENCY GENERATORS**

**201 JEFFERSON STREET – ADDITIONAL EXCAVATION AND REMOVALS**

**DUE TO UNFORSEEN UNDERGROUND INTERFERENCES FROM ABANDONED FOUNDATIONS,  
ROOF DRAINS AND BLUE STONE ROCK**

**Labor:**

49 Hours Laborer – \$67.60/hr	\$3,312.40
7 Hours Mason - \$78.65/hr	\$550.55

**Material:**

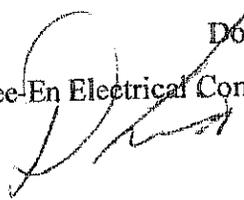
4.5 Yards of ¾" Crushed Stone	\$346.68
3 Yards – 4000psi Concrete	\$535.00
<b>Total Labor &amp; Material Cost:</b>	<b>\$4,744.63</b>
<b>15% Profit &amp; Overhead:</b>	<b>\$711.70</b>

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<b>Total C/O Amount:</b>	<b>\$5,456.33</b>
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**\*Due to C/O, contract to be extended by 12 days.**

Thank You,  
Dominick Livia  
Dee-En Electrical Contracting, Inc.



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

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

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

**RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE  
CONTRACTING PROCESS FOR GRANT WRITING SERVICES TO THE  
CITY OF HOBOKEN, FOR UP TO ONE (1) YEAR PURSUANT TO  
N.J.S.A. 40A:11-4**

**WHEREAS**, the City of Hoboken seeks to contract for grant writing services, in accordance with N.J.A.C. 40A:11-4., for up to one (1) year, with the prior approval of the Division of Local Government Services; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-4.1, the City may use competitive contracting in lieu of public bidding for the contracting of the operation, management or administration of other services, with the approval of the Director of the Division of Local Government Services, which the City previously obtained for said services.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1, shall be authorized in lieu of public bidding for this procurement, and may be initiated by the Purchasing Agent/Business Administrator for the purpose of contracting a grant writing consultant for the City for a period up to one (1) year.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

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

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

**AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED  
MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID FOR REGIONAL MARINE VESSELS  
WITH 13 CITIES PARTICIPATING IN THE REGIONAL RESPONSE AND DISPATCHING PROGRAM**

**BE IT RESOLVED**, that the City Council of the City of Hoboken (the “City”) hereby approves the attached Memorandum of Understanding for Mutual Aid for Regional Marine Vessels with 13 cities participating in the Regional Response and Dispatching Program; and,

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to execute said MOU, and the City’s Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the MOU.

**BE IT FURTHER RESOLVED** that certified copies of this Resolution shall be forwarded to all parties in the Administration of this action.

**Meeting date: January 20, 2016**

Approved as to Content:

Approved as to Form:

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

\_\_\_\_\_  
, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Jen Giattino				

# MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID Regional Marine Vessels

## Memorandum of Understanding (MOU) among the 13 cities that will participate in Regional Marine Response and Dispatching

The parties to this MOU desire to cooperate with each other on the response, and/or sharing of resources. They recognize that such cooperation and shared use is critical to an effective regional response.

Whereas, the **Regional Marine Vessel (RMV)** group shall provide a well trained and equipped first response vessel with capability for the RMV Region and shall operate in complement to the **PSGP** response forces.

*should be defined*

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

North Hudson Regional Fire & Rescue

Jersey City Fire Department

Hoboken Fire Department

Bayonne Fire Department

Kearny Fire Department

Secaucus Fire Department

Edgewater Fire Department

Newark Fire Department

Elizabeth Fire Department

Linden Fire Department

Carteret Fire Department

Perth Amboy Fire Department

Atlantic Highlands Fire Department

*commonly referred to as the "Regional Marine Vessel (RMV) Group", ("NHRFR")*

### 2. Scope

*(2)* Significant deficiencies identified in the Port of *NY/NJ* have been *(1)* the lack of dispatch, coordination, command and control of marine assets to support a regionalized approach to the management of DHS-funded marine assets on the NJ side of the Port of NY/NJ, and lack of streamlined and coordinated transfer and sharing of information. These deficiencies significantly impact the overall security of the Port.

The NY side of the Port is controlled by one entity (FDNY). The NJ side of the Port which covers over 50 miles, has no central control since it was divided into 13 distinct municipal entities. As an example, when an incident occurs on the eastern side (NY) of the Port, the USCG coordinates with one Dispatch Center. On the western side (NJ) of the Port, the USCG must deal with 13 separate municipal entities, each with different marine assets and different dispatch centers. All of these entities provide direct port security services and own and manage their own DHS funded marine assets. Dispatch, command, coordination, control, and information sharing in any incident is completely fragmented. There is no formal coordination for any water response.

Currently, there is no zone-alarmed tier approach in place. ~~Response is haphazard.~~ When an incident escalates to the level of tiered response, a regional response is required. The Task Force is proposing to handle all emergencies in a tiered zone approach comprised of 8 Zones with 3 entities responding to each first alarm followed by 3 different entities for successive alarms. NHRFR recently equipped its Dispatch Center with Mutualink to better coordinate resources. It is the only NJ Dispatch Center to be so equipped.

This project is in support of the Area Maritime Security Plan (AMSP) and the Port of NY/NJ Strategy Risk Management Plan (SRMP). This project meets the current AMSP strategic objectives of Communication, Maritime Domain Awareness, and Port-wide Coordination and Resiliency. It directly addresses PSPG priorities of MDA and Port Resilience and Recovery. ("MDA"),

This project directly addresses ~~Maritime Domain Awareness (MDA)~~ since this approach directly addresses knowledge capabilities within the maritime domain. It effectuates command and control, facilitates incident management, establishes and streamlines formal communication chains, and enhances interoperable communications/asset tracking for sharing terrorism threat information. For the first time, one centralized command and control entity will have an understanding of the location/resources of marine assets in the region, maintain a status board of all NJ Fire and emergency water assets with the ability to operate on one frequency, dispatch appropriate assets, follow incidents, provide effective and efficient coordination and communication with USCG and FDNY, and ensure an established and seamless protocol to move information up and down the chain.

Information will be shared in real time with USCG, State Port Authority, local police and port partners. This project will ensure the effective, efficient, coordinated, streamlined and reliable transfer of information to assets on the water which in turn will support the coordination of the sharing of information to assets on the land.

was further detailed in Exhibit A

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what?  
which  
state?

3. Resources

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.)

RMV Equipment means all equipment as defined under this Memorandum of Understanding ~~and Marine vessels~~ which include, but are not limited to:

*including marine vessels*

*tab*  
⇒

1. North Hudson Regional Fire & Rescue- 27' Boston Whaler and 36 Firestorm
2. Jersey City Fire Department- 53' Dauntless and 27' Boston Whaler, 19' Ridged Zodiac
3. Hoboken Fire Department- 27' Boston Whaler
4. Bayonne Fire Department- 27' Safe Boat,
5. Kearny Fire Department- 25' Lake Assault
6. Secaucus Fire Department- 32' Monarch
7. Edgewater Fire Department- 27 'Boston Whaler, 26' Shamrock (no fire pump)
8. Newark Fire Department- 53' Dauntless and 27' Boston Whaler
9. Elizabeth Fire Department-21' Ribcraft (trailerred & no pump)
10. Linden Fire Department -27' Boston Whaler
11. Carteret Fire Department- 27' Boston Whaler
12. Perth Amboy Fire Department- 36' Firestorm

#### 4. Points of Contact

Each party to this memorandum shall provide every other party, in writing or by-email, 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 within two (2) working days of such change.

#### 5. Training and Exercising

Each of the RMV entities participating in this Memorandum of Understanding agrees to train on weekly occurrences. The RMV shall implement an Advisory Board consisting of ~~all municipalities~~. The board shall arrange an annual exercise. This exercise shall be administered by the RMV Advisory Board with support from all entities. This joint exercise shall demonstrate the regional dispatching capabilities during a full-scale exercise.

one member from each RMV party

#### 6. Responsibilities of the Parties

RMV entities agree that only persons who have been trained in accordance with the United States Coast Guard as set forth in this MOU and any subsequent operating procedures adopted by the shall be assigned to operate ~~RMV: Exhibit A.~~

in accordance with the Advisory Board

their

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

#### 7. Mutual Aid

The parties agree that this equipment is being provided to the RMV entity as a part of the Federal/Port Security Grant Program effort to create a regional dispatching capability, involving the cooperation of many separate jurisdictions, to respond to any incident that requires RMV expertise which includes but is not limited to: structural fire suppression, water rescue, foam capabilities, rope rescue device, land based water supply, etc.

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

The RMV entities where the equipment is held may and are expected to use their 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 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 MOST equipment shall be received by the RMV entities directly after it has been procured. The RMV entity shall be responsible for maintaining written records regarding receipt, possession and regular maintenance of the equipment and for maintaining an inventory of all equipment. This inventory shall be maintained by the RMV entity and become part of a regional asset inventory.

**9. Withdrawal**

*not defined therefore*

Any ~~Host Department~~ that desires to withdraw from this memorandum must state the reason for withdraw. ~~The withdrawal must be~~ in writing to the Port Security Grant Program administrators.

**10. Effective Date/Termination Date**

~~The terms of this~~ <sup>THIS</sup> 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 third year after it becomes effective.

**11. Modification**

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

*all*

Date \_\_\_\_\_

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

**North Hudson Regional Fire & Rescue, Authoring Agent**

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**Jersey City Fire Department, Authoring Agent**

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**Hoboken Fire Department, Authoring Agent**

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**Bayonne Fire Department, Authoring Agent**

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**Kearny Fire Department, Authoring Agent**

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**Secaucus Fire Department, Authoring Agent**

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**Edgewater Fire Department, Authoring Agent**

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**Newark Fire Department, Authoring Agent**

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**Elizabeth Fire Department, Authoring Agent**

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**Linden Fire Department, Authoring Agent**

---

**Carteret Fire Department, Authoring Agent**

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**Perth Amboy Fire Department, Authoring Agent**

---

**Atlantic Highlands, Authoring Agent**

---

**Maritime Fire Response  
Port of New Jersey & New York**

Zone 1: Palisades General Hospital → Alpine Boat Basin			
1 <sup>st</sup> Alarm	2 <sup>nd</sup> Alarm	3 <sup>rd</sup> Alarm	4 <sup>th</sup> Alarm
North Hudson	Jersey City	Elizabeth	Carteret
Edgewater	Bayonne	Linden	Perth Amboy
Hoboken	Newark	Kearny	Seacaucus
FDNY			

Zone 2: Palisades General Hospital → Statue of Liberty			
1 <sup>st</sup> Alarm	2 <sup>nd</sup> Alarm	3 <sup>rd</sup> Alarm	4 <sup>th</sup> Alarm
North Hudson	Edgewater	Elizabeth	Carteret
Hoboken	Bayonne	Linden	Perth Amboy
Jersey City	Newark	Kearny	Seacaucus
FDNY			

Zone 3: Statue of Liberty → Constable Hook (mouth of the Kill Van Kull)			
1 <sup>st</sup> Alarm	2 <sup>nd</sup> Alarm	3 <sup>rd</sup> Alarm	4 <sup>th</sup> Alarm
Bayonne	North Hudson	Edgewater	Carteret
Jersey City	Newark	Linden	Perth Amboy
Hoboken	Elizabeth	Kearny	Seacaucus
FDNY			

Zone 4: Constable Hook (mouth of the Kill Van Kull) → Bayonne Bridge → Upper Newark Bay (mouth of the Hackensack and Passaic Rivers)			
1 <sup>st</sup> Alarm	2 <sup>nd</sup> Alarm	3 <sup>rd</sup> Alarm	4 <sup>th</sup> Alarm
Bayonne	Linden	Hoboken	Perth Amboy
Newark	Kearny	Carteret	Seacaucus
Elizabeth	Jersey City	North Hudson	Edgewater
FDNY			

Zone 5: Newark Bay North (mouth of the Hackensack River) → Hackensack/Little Ferry			
1 <sup>st</sup> Alarm	2 <sup>nd</sup> Alarm	3 <sup>rd</sup> Alarm	4 <sup>th</sup> Alarm
Kearny	Newark	Jersey City	Perth Amboy
Seacaucus	Elizabeth	Hoboken	North Hudson
Bayonne	Linden	Carteret	Edgewater
FDNY			

Zone 6: Railroad Bridge → Dundee Dam			
1 <sup>st</sup> Alarm	2 <sup>nd</sup> Alarm	3 <sup>rd</sup> Alarm	4 <sup>th</sup> Alarm
Kearny	Newark	Jersey City	Perth Amboy
Seacaucus	Elizabeth	Hoboken	North Hudson
Bayonne	Linden	Carteret	Edgewater
FDNY			

Zone 7: Goethals Bridge (South) → Carteret			
1 <sup>st</sup> Alarm	2 <sup>nd</sup> Alarm	3 <sup>rd</sup> Alarm	4 <sup>th</sup> Alarm
Elizabeth	Perth Amboy	Jersey City	North Hudson
Linden	Newark	Kearny	Edgewater
Carteret	Bayonne	Hoboken	Seacaucus
FDNY			

Zone 8: Carteret → Perth Amboy			
1 <sup>st</sup> Alarm	2 <sup>nd</sup> Alarm	3 <sup>rd</sup> Alarm	4 <sup>th</sup> Alarm
Perth Amboy	Elizabeth	Kearny	North Hudson
Carteret	Bayonne	Jersey City	Edgewater
Linden	Newark	Hoboken	Seacaucus
FDNY			

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

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

**RESOLUTION REJECTING AN RFP FOR THE PROVISIONS OF MOBILE PARKING APPLICATION, OTHERWISE KNOWN AS RFP NO. 15-34, IN ACCORDANCE WITH N.J.S.A. 40A:11-13.2(C).**

**WHEREAS**, proposals were received for the provisions of RFP Number 15-34; and,

**WHEREAS**, the Administration has decided to abandon the project, as defined in this RFP's scope of work, for provision or performance of the goods or services; and,

**WHEREAS**, as a result, the Purchasing Agent recommends that the City Council of the City of Hoboken reject all RFP submissions for the provision under RFP No. 15-34, pursuant to N.J.S.A. 40A:11-13.2(c).

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Hoboken hereby rejects all proposals submitted for the provision under RFP No. 15-34, pursuant to N.J.S.A. 40A:11-13.2(c); and,

**BE IT FURTHER RESOLVED** that the City Council authorizes the Administration to take any and all steps necessary to properly reject said RFP, and, thereafter, take any and all steps necessary to, thereafter, republish and contract for said services.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



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

Date: January 13, 2016

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: AL B. Dineros

**Subject: Resolution to Reject All Bid Proposals for Bid 15 - 34  
Mobile Parking Application for the City of Hoboken**

Three (3) bid proposals were received on January 12, 2016.

All proposals substantially exceeds the cost estimate and the appropriation for the project. In accordance with the following regulations, all bid proposals were rejected;

A contracting unit may reject all bid proposals in accordance with;

- 40A:11-13.2.a. – the lowest bid substantially exceeds the cost estimates for the goods or services, and:
- 40A:11-13.2.b. – the lowest bid substantially exceeds the contracting unit's appropriation for the goods or service.
- 40A:11-13.2.d - the contracting unit wants to substantially revise the specifications for the goods or services.

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

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

**RESOLUTION REJECTING A BID FOR THE PROVISIONS OF INTERSECTION SAFETY IMPROVEMENTS PACKAGE "C" – PHASE 1 PROJECT, OTHERWISE KNOWN AS BID NO. 16-02, IN ACCORDANCE WITH N.J.S.A. 40A:11-13.2(A) AND (B).**

**WHEREAS**, proposals were received for the provisions of Bid Number 16-02; and,

**WHEREAS**, the Administration has decided the proposal amounts are substantially above the amounts currently estimated, budgeted, and available for this project; and,

**WHEREAS**, as a result, the Purchasing Agent recommends that the City Council of the City of Hoboken reject all bid submissions for the provision under Bid No. 16-02, pursuant to N.J.S.A. 40A:11-13.2(a) and (b).

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Hoboken hereby rejects all bid proposals submitted for the provision under Bid No. 16-02, pursuant to N.J.S.A. 40A:11-13.2(a) and (b); and,

**BE IT FURTHER RESOLVED** that the City Council authorizes the Administration to take any and all steps necessary to properly reject said bid, and, thereafter, take any and all steps necessary to, thereafter, rebid and contract for said services.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



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

Date: January 13, 2016

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: AL B. Dineros

**Subject: Resolution to Reject All Bid Proposals for Bid 16 - 02  
Intersection Safety Improvements Package "C"**

Four (4) bid proposals were received on January 12, 2016.

All proposals substantially exceeds the cost estimate and the appropriation for the project. In accordance with the following regulations, all bid proposals were rejected;

A contracting unit may reject all bid proposals in accordance with;

- 40A:11-13.2.a. – the lowest bid substantially exceeds the cost estimates for the goods or services, and:
- 40A:11-13.2.b. – the lowest bid substantially exceeds the contracting unit's appropriation for the goods or service.
- 40A:11-13.2.d - the contracting unit wants to substantially revise the specifications for the goods or services.

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

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

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

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE  
CITY OF HOBOKEN AND 411 MONROE STREET LLC, OWNER OF  
BLOCK 58 LOT 6 (a/k/a 411 Monroe Street), FOR USE AND MAINTENANCE OF  
A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY**

**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 applicant desires to receive and the City of Hoboken agrees to grant to 411 Monroe Street LLC, owner of Block 58 Lot 6, more commonly known as 411 Monroe Street, Hoboken, represented by John K. Lama, 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 411 Monroe Street LLC, owner of Block 58 Lot 6, more commonly known as 411 Monroe Street, shall be subject and limited to the details and specifications included in the attached Application, and Minervini Vandermark Architecture drawing sheet by MRG dated 01/06/2016;
- 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 20, 2016**

**Approved:**

**Approved as to Form:**

\_\_\_\_\_  
**Quentin Wiest, Business Administrator**

\_\_\_\_\_  
**, Esq., Corporation Counsel**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain/Present</b>	<b>Absent</b>
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 **411 MONROE STREET LLC**, owner of Block 58 Lot 6, more commonly known as 411 Monroe Street, Hoboken, NJ 07030, represented by John K. Lama (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 Monroe Street R.O.W.; and

**WHEREAS**, the LICENSEE desires to use a portion of the LICENSOR’s property for the purpose of constructing of a 47 square foot planting bed with an 8 inch by 8 inch concrete curb and fence with overall measurements of 17 feet 4 inches wide by 24 inches high and a projection of 3’ from the building façade; constructing a window bay 9 feet wide and projecting 2 feet 5 inches over the property line from the 2<sup>nd</sup> through 5<sup>th</sup> floors directly above the planting bed; and planting of 1 street trees with a 3 foot by 5 foot tree pit finished with curbing and a matching tree guard adjacent to the building fronting onto Monroe Street; and

**WHEREAS**, the area of encroachment along Monroe Street will leave not less than 9 feet 6 inches of unobstructed pedestrian egress along the block frontage; and

**WHEREAS**, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property 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 herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 58 Lot 6, to construct a 47 square foot planting bed with an 8 inch by 8 inch concrete curb and fence with overall measurements of 17 feet 4 inches wide by 24 inches high and a projection of 3’ from the building façade; construct a window bay 9 feet wide, projecting 2 feet 5 inches over the property line from the 2<sup>nd</sup> through 5<sup>th</sup> floors directly above the planting bed; and plant 1 street trees with a 3 foot by 5 foot tree pit finished with curbing and a matching tree guard adjacent to the building in 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, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued 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. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 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. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

**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 \_\_\_\_\_, 2016.

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

**LICENSEE:** 411 Monroe Street LLC, owner in fee of Block 58 Lot 6, more commonly known as 411 Monroe Street, Hoboken, NJ, represented by John K. Lama.

Signed: \_\_\_\_\_

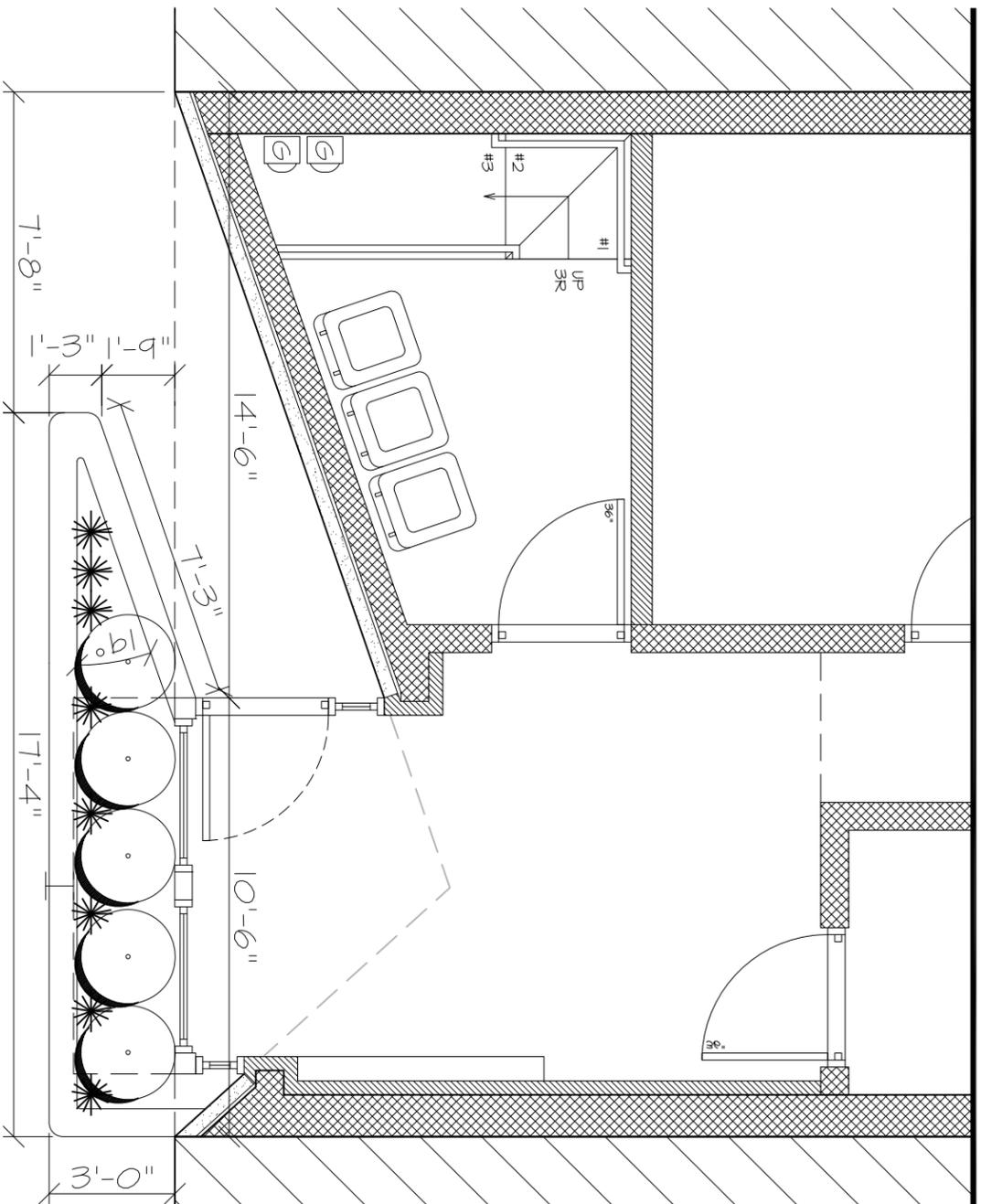
Printed: \_\_\_\_\_,  
John K. Lama representing 411 Monroe Street LLC  
Owner of 411 Monroe Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

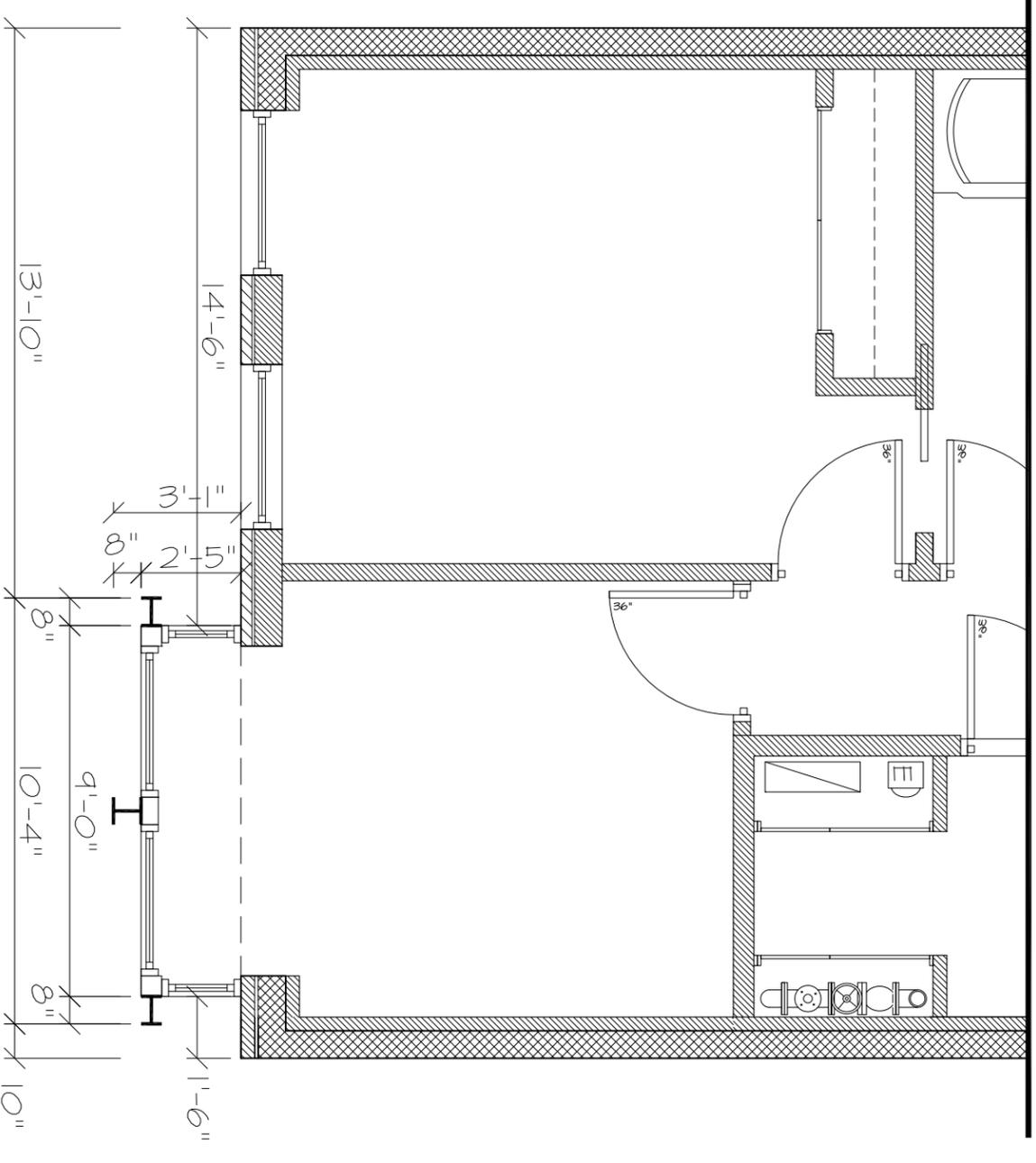
Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**APPLICATION AND**  
**EXHIBITS**



### 1st FLOOR (PARTIAL)

SCALE 1/4" = 1'-0"



### 2nd-5th FLOORS, TYPICAL (PARTIAL)

SCALE 1/4" = 1'-0"



Minervini Vandermark  
Architecture  
360 Fourteenth Street,  
Hoboken, NJ 07030  
P - 201-386-0637 - F - 201-386-0628  
Email - info@mvvarchitecture.com

**411 MONROE STREET**  
HOBOKEN, NEW JERSEY 07030

Date: 01/06/16  
Project #: 15-1272  
Drawn By: MRG  
Frank J. Minervini, AIA  
NJ License #12576  
Anthony C. Vandermark, Jr. AIA  
NJ License #17698



**GENERAL NOTES:**

THIS SURVEY WAS MADE AT THE REQUEST OF NY URBAN, AND FOLLOWS THE INSTRUCTIONS THEREIN CONTAINED. IT IS NONTRANSFERABLE AND IS SUBJECT TO THE FACTS REVEALED BY AN ACCURATE AND COMPLETE TITLE SEARCH.

THIS SURVEY IS AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR, WHICH IS BASED UPON HIS KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH IT DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.

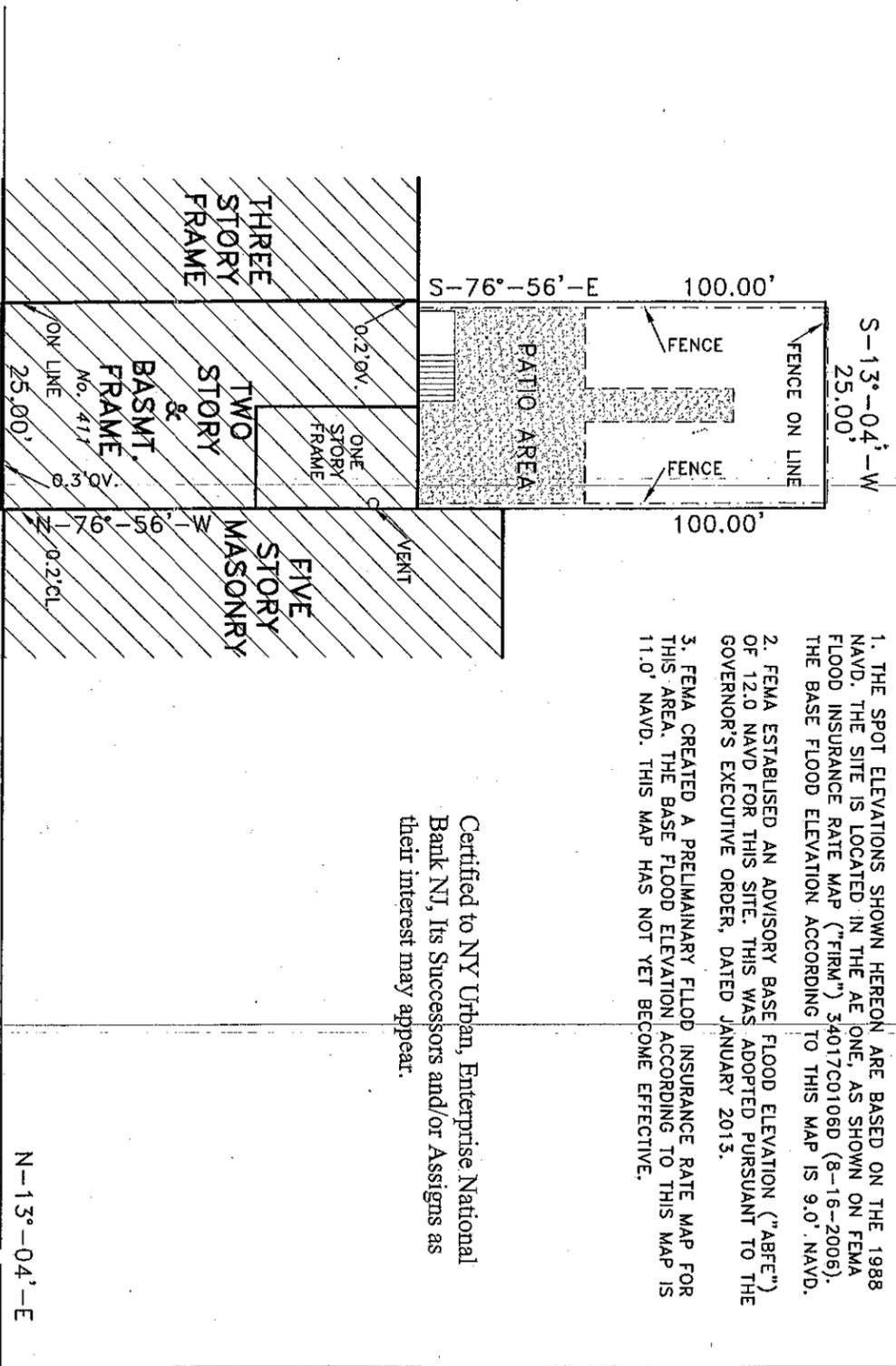
BEARINGS ARE RELATIVE AND BASED ON TITLE INFORMATION SUPPLIED BY THE CLIENT. THE AREA OF THE SITE IS 2,500.0 SQ. FT. (0.06 ACRE), A WRITTEN "WAIVER AND DIRECTION NOT TO SET CORNER MARKERS," HAS BEEN OBTAINED FROM THE ULTIMATE USER PURSUANT TO P.L. 2003, c.14 (N.J.S.A. 45:8-36.3) AND N.J.A.C. 13:40-5.1(d).

ALL UTILITIES SHOWN HEREON ARE BASED ON MUNICIPAL RECORDS AND OBSERVABLE INFORMATION ONLY. ANY TYPE OF CONSTRUCTION OR DESIGN WORK FOR THE SITE SHOULD HAVE A MARKOUT BY THE UTILITY PROVIDER.

D.B. 8903, PG.222

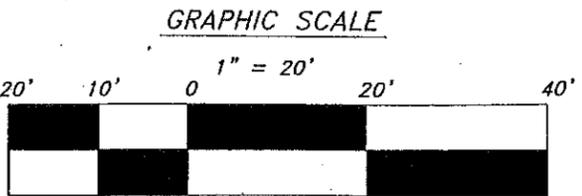
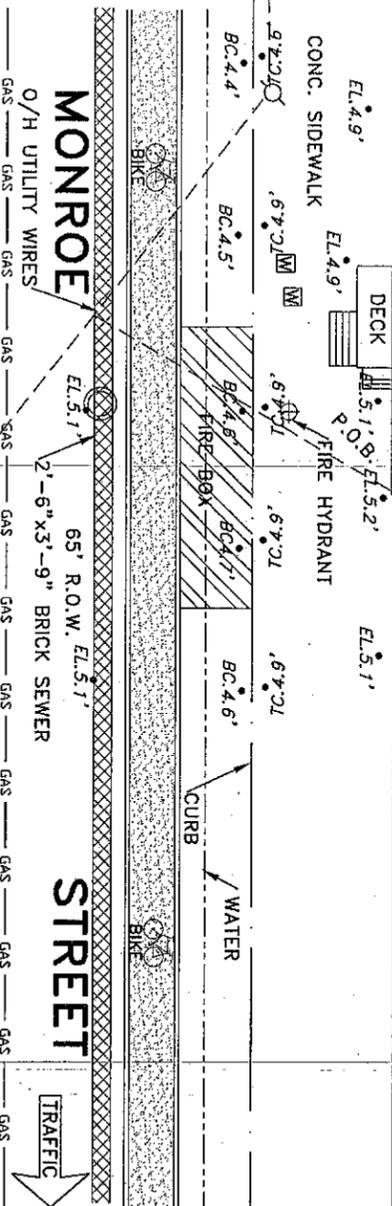
**NOTES ON ELEVATIONS:**

1. THE SPOT ELEVATIONS SHOWN HEREON ARE BASED ON THE 1988 NAVD. THE SITE IS LOCATED IN THE AE ONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP ("FIRM") 34017C0106D (8-16-2006). THE BASE FLOOD ELEVATION ACCORDING TO THIS MAP IS 9.0' NAVD.
2. FEMA ESTABLISHED AN ADVISORY BASE FLOOD ELEVATION ("ABFE") OF 12.0 NAVD FOR THIS SITE. THIS WAS ADOPTED PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER, DATED JANUARY 2013.
3. FEMA CREATED A PRELIMINARY FLOOD INSURANCE RATE MAP FOR THIS AREA. THE BASE FLOOD ELEVATION ACCORDING TO THIS MAP IS 11.0' NAVD. THIS MAP HAS NOT YET BECOME EFFECTIVE.



Certified to NY Urban, Enterprise National Bank NJ, Its Successors and/or Assigns as their interest may appear.

**FOURTH STREET**



**REVISIONS**

DATE	COMMENT

MAP OF SURVEY OF PROPERTY LOCATED AT  
LOT 6, IN BLOCK 58, HOBOKEN,  
HUDSON COUNTY, NEW JERSEY  
411 MONROE STREET, HOBOKEN, NJ

CAULFIELD ASSOCIATES, LLP.  
PROFESSIONAL LAND SURVEYORS  
132 MADISON STREET  
HOBOKEN, NEW JERSEY 07030

DRAWN BY: *[Signature]*  
 CHECKED BY: PC  
 APPROVED: PC  
 P.L. CAULFIELD  
 PROFESSIONAL LAND SURVEYOR  
 N.J. LICENSE NO.: 19757

TEL: (201) 792-0445  
 FAX: (201) 792-7714  
 DATE: 12-09-15  
 JOB NO.:  
 SCALE: 1"=20'  
 SHEET NO.: 1 OF 1



# APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

## CITY OF HOBOKEN

**Dawn Zimmer, Mayor**  
94 Washington Street  
Hoboken, NJ 07030

Work Site Address:

411 Monroe Street, Hoboken, NJ

Block: 58

Lot(s): 6

Applicant:

Anthony Vandermark, AIA

Address:

360 14th Street  
Hoboken, NJ 07030

Owner (if other than Applicant):

411 Monroe Street LLC c/o John K. Lama

Address:

800 Central Blvd, Unit D  
Carstadt, NJ 07072

Date Received:

Phone: (201) 386-0637

e-mail: anthonyvandermark@mvarchitecture.com

Phone: (212) 527-7120

e-mail: jklama@nyurban.net

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

The proposed planter extends 3'-0" into the right-of-way from the building edge / property line. The south side of the planter aligns with the south property line of the site and continues 17'-4" to the north. The northern edge of the planter is angled back toward the building edge and east at an acute 19 degrees. The eastern side of the planter (on the property line) is 10'-6". The planter itself consists of an 8" tall x 8" wide concrete curb with planting material and landscaping at grade. The total area of the planter is 47 sq. ft.

The proposed enclosed bay projection extends 2'-5" into the right-of way from the property line on floors 2-5 of the building and is 9'-0" in width. It is located 1'-6" from the south property line and 14'-6" from the north property line, directly over the proposed planter. The underside of this projection is 8'-0" above the sidewalk. The majority of the bay is glazed with aluminum windows, with aluminum panel clad sections at the floor levels. Decorative painted w-section steel members are attached at the edge of the structure on the south, west, and north ends. Each of these members extend 8" beyond the bay structure. The total area is 22 sq. ft.

What is the reason(s) for the proposed alteration?

The construction of planters and other features that enhance the look of a building are encouraged by the City of Hoboken Ordinance. Both the proposed planter and bay projection are consistent with this and with Hoboken precedents.

Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

None

Documents provided with application; check all that apply:

- Survey     
  Architectural drawings     
  Metes and bounds detail for the area of encroachment     
  Prior approvals  
 Other:

Applicant's signature

Date

1.14.16

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

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

**RESOLUTION AWARDDING A CONTRACT TO W.B. MASON COMPANY INC. FOR OFFICE SUPPLIES AND COPY PAPER FOR THE CITY OF HOBOKEN IN ACCORDANCE WITH NJ STATE CONTRACT T-0052/88839 IN THE TOTAL AMOUNT NOT TO EXCEED \$100,000.00**

**WHEREAS**, N.J.S.A. 40A:11-12 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and W.B. Mason Company Inc. has been approved for NJ Sate Contract T-0052/88839, which cooperative the City is a part of; and,

**WHEREAS**, the City requires Office Supplies and copy paper; and

**WHEREAS**, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under NJ State Contract T-0052/88839; and

**WHEREAS**, W.B. Mason Company Inc. shall provide the City with service for one year, commencing January 1, 2016 and expiring December 31, 2016; and

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$6,000.00 is available from 6-01-23-218-035 and \$6,000.00 from 6-31-55-705-001 in the 2016 temporary appropriations; and I further certify that, upon adoption of same, I will immediately review the CY2016 budget to determine whether the additional \$88,000.00 balance is available and appropriated in the CY2016 budget, as adopted; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the NJ Sate contract, for a total not to exceed amount of One Hundred Thousand Dollars (\$100,000.00) of which \$88,000.00 shall be subject appropriation upon adoption of the CY2016 budget), as follows:

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

2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
  
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

W.B. Mason Company Inc.  
 535 Secaucus Road  
 Secaucus, NJ 07094

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
 Corporation Counsel, Esq.

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



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

Date: January 12, 2015

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: Al B. Dineros

**Subject: Resolution to Award a Contract for Purchase of Office Supplies and Copy Paper**

N.J.S.A. 40A:11-12 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and W.B. Mason Company, Inc. has been awarded New Jersey State Contract T-0052/88839.

I recommend awarding the contract to the following vendor for not to exceed \$100,000.00:

W B Mason Company, Inc.  
21 Commerce Drive  
Cranbury, NJ 08512

The following account applies: 6-01-23-218-035 - \$6,000.00  
6-31-55-705-001 - \$6,000.00

**Notice of Award  
Term Contract(s)**

**T-0052  
OFFICE SUPPLIES & RECYCLED COPY PAPER  
STATEWIDE**

<b>Vendor Name &amp; Address:</b>	W B MASON COMPANY INC 21 COMMERCE DR CRANBURY, NJ 08512
<b>Contact Person:</b>	DANIEL ORR
<b>Contact Phone:</b>	800-242-5892
<b>Order Fax:</b>	866-399-1018
<b>Contract#:</b>	88839
<b>Expiration Date:</b>	05/06/18
<b>Terms:</b>	NONE
<b>Delivery:</b>	1 DAYS ARO
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing*:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

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

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

**RESOLUTION AWARDING A CONTRACT TO FASTENAL COMPANY  
FOR MRO AND HARDWARE SUPPLIES FOR THE CITY OF  
HOBOKEN IN ACCORDANCE WITH NJ STATE CONTRACT M-  
0002/79873 IN THE TOTAL AMOUNT NOT TO EXCEED \$100,000.00**

**WHEREAS**, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Fastenal Company has been approved for NJ State Contract M-0002/79873, which cooperative the City is a part of; and,

**WHEREAS**, the City requires MRO and hardware supplies; and

**WHEREAS**, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under NJ State Contract M-0002/79873; and

**WHEREAS**, Fastenal Company. shall provide the City with service for one year, commencing January 1, 2016 and expiring December 31, 2016; 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 from 6-31-55-702-001 in the 2016 temporary appropriations; and I further certify that, upon adoption of same, I will immediately review the CY2016 budget to determine whether the additional \$90,000.00 balance is available and appropriated in the CY2016 budget, as adopted; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the NJ State contract, for a total not to exceed amount of One Hundred Thousand Dollars (\$100,000.00) of which \$90,000.00 shall be subject to appropriation upon adoption of the CY2016 budget, as follows:

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

2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
  
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

FASTENAL COMPANY  
 1195 AIRPORT ROAD  
 LAKEWOOD, NJ 08701

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_, Esq.  
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

**Notice of Award  
Term Contract(s)**

**M-0002  
INDUSTRIAL/MRO SUPPLIES & EQUIP**

<b>VENDOR INFORMATION</b>	
<b>Vendor Name &amp; Address:</b>	FASTENAL COMPANY 1195 AIRPORT ROAD LAKEWOOD, NJ 08701
<b>Contact Person:</b>	MARIA VERA
<b>Contact Phone:</b>	201-424-9731
<b>Order Fax:</b>	507-453-4087
<b>Contract#:</b>	79873
<b>Expiration Date:</b>	02/28/17
<b>Terms:</b>	NONE
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing*:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE</b>	

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



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

Date: January 12, 2015

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: Al B. Dineros

**Subject: Resolution to Award a Contract for Purchase of MRO and Hardware Supplies**

N.J.S.A. 40A:11-12 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Fastenal Company has been awarded New Jersey State Contract M-0002/79873.

I recommend awarding the contract to the following vendor for not to exceed \$100,000.00:

FASTENAL COMPANY  
1195 AIRPORT ROAD  
LAKEWOOD, NJ 08701

The following account applies: 6-31-55-702-001 - \$10,000.00

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

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

**RESOLUTION AWARDING A CONTRACT TO STANS SPORT CENTER  
INC. FOR SPORTING GOODS FOR THE CITY OF HOBOKEN FOR  
CY2016 IN ACCORDANCE WITH NJ STATE CONTRACT T-0118/81164  
IN THE TOTAL AMOUNT NOT TO EXCEED \$75,000.00**

**WHEREAS**, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Stans Sport Center has been approved for NJ Sate Contract T-0118/81164, which cooperative the City is a part of; and,

**WHEREAS**, the City requires sporting goods; and

**WHEREAS**, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under NJ State Contract T-0118/81164; and

**WHEREAS**, Stans Sport Center. shall provide the City with service for four (4) months, commencing January 1, 2016 and expiring April 30, 2016; and

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$75,000.00 is available from 6-01-28-370-021 in the 2016 temporary appropriations; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the NJ Sate contract, for a total not to exceed amount of Seventy Five Thousand Dollars (\$75,000.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

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

STANS SPORT CENTER INC  
 528 WASHINGTON STREET  
 HOBOKEN, NJ 07030

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
 Corporation Counsel, Esq.

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



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

Date: January 12, 2015

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: Al B. Dineros

**Subject: Resolution to Award a Contract for Purchase of Sporting Goods**

N.J.S.A. 40A:11-12 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Stans Sports Center Inc. has been awarded New Jersey State Contract T-2761/85992.

I recommend awarding the contract to the following vendor for not to exceed \$30,000.00:

Term: Jan 1, 2016 – Apr 30, 2016 (4 months)

STANS SPORT CENTER INC  
528 WASHINGTON STREET  
HOBOKEN, NJ 07030

The following account applies: 6-01-28-370-021 - \$5,000.00

**Notice of Award  
Term Contract(s)**

**T-0118  
SPORTING GOODS - STATEWIDE**

<b>Vendor Name &amp; Address:</b>	STANS SPORT CENTER INC 528 WASHINGTON STREET HOBOKEN, NJ 07030
<b>Contact Person:</b>	DANIEL DECONGELIO
<b>Contact Phone:</b>	201-798-4466
<b>Order Fax:</b>	201-798-7722
<b>Contract#:</b>	81164
<b>Expiration Date:</b>	04/30/16
<b>Terms:</b>	NONE
<b>Delivery:</b>	14 DAYS ARO
<b>Small Business Enterprise:</b>	YES
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing*:</b>	YES

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

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

**RESOLUTION AWARDING A CONTRACT TO BUY WISE AUTO PARTS FOR AUTOMOTIVE PARTS AND ACCESSORIES FOR THE CITY OF HOBOKEN IN ACCORDANCE WITH NJ STATE CONTRACT T-2761/85992 IN THE TOTAL AMOUNT NOT TO EXCEED \$50,000.00**

**WHEREAS**, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Buy Wise Auto Parts has been approved for NJ Sate Contract T-2761/85992, which cooperative the City is a part of; and,

**WHEREAS**, the City requires automotive parts and accessories; and

**WHEREAS**, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under NJ State Contract T-2761/85992; and

**WHEREAS**, Buy Wise Auto Parts. shall provide the City with service for one year, commencing January 1, 2016 and expiring December 31, 2016; and

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$5,000.00 is available from 6-01-26-301-047 in the 2016 temporary appropriations; and I further certify that, upon adoption of same, I will immediately review the CY2016 budget to determine whether the additional \$45,000.00 balance is available and appropriated in the CY2016 budget, as adopted; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the NJ Sate contract, for a total not to exceed amount of Fifty Thousand Dollars (\$50,000.00), of which \$45,000.00 shall be subject to appropriation upon adoption of the CY2016 budget; as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

SAMUELS INC  
T/BUY WISE AUTO PARTS  
2087-2091 SPRINGFIELD AVE  
VAUXHALL, NJ 07088

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel, Esq.

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

**Notice of Award  
Term Contract(s)**

**T-2761  
NON-OEM AUTOMOTIVE PARTS & ACCESSORIES  
FOR LIGHT DUTY VEHICLES**

<b>Vendor Name &amp; Address:</b>	SAMUELS INC T/A BUY WISE AUTO PARTS 2087-2091 SPRINGFIELD AVE VAUXHALL, NJ 07088
<b>Contact Person:</b>	ROBERTS SAMUELS
<b>Contact Phone:</b>	908-688-5933
<b>Order Fax:</b>	908-688-5901
<b>Contract#:</b>	85992
<b>Expiration Date:</b>	02/25/17
<b>Terms:</b>	2% 10 NET 30
<b>Delivery:</b>	SPECIFIED ELSEWHERE
<b>Small Business Enterprise:</b>	NO
<b>Minority Business Enterprise:</b>	NO
<b>Women Business Enterprise:</b>	NO
<b>Cooperative Purchasing*:</b>	YES
<b>* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?</b>	

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



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

Date: January 12, 2015

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: Al B. Dineros

**Subject: Resolution to Award a Contract for Purchase of Automotive Parts**

N.J.S.A. 40A:11-12 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Buy Wise Auto Parts. has been awarded New Jersey State Contract T-2761/85992.

I recommend awarding the contract to the following vendor for not to exceed \$50,000.00:

SAMUELS INC  
T/A BUY WISE AUTO PARTS  
2087-2091 SPRINGFIELD AVE  
VAUXHALL, NJ 07088

The following account applies: 6-01-26-301-047 - \$5,000.00

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

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

**A RESOLUTION TO AUTHORIZE A 90-DAY PILOT PROGRAM TO  
IMPLEMENT PEAK HOUR PARKING RESTRICTIONS ON JACKSON  
STREET BETWEEN NEWARK STREET AND OBSERVER HIGHWAY**

**WHEREAS**, significant peak hour traffic congestion has been observed in the area of Jackson Street between Newark Street and Observer Highway; and,

**WHEREAS**, recommendations for improving peak period traffic circulation in the Newark and Observer area of Jackson Street have led to a request for a pilot program to implement peak hour parking restrictions in this location; and,

**WHEREAS**, since the installation of parallel parking on both sides of Jackson Street, it has been observed that significant peak period traffic congestion remains in the area of Newark Street and Jersey Avenue; and,

**WHEREAS**, an alternative should be considered for parking regulations on Jackson Street in order to accommodate a left turn lane onto Jackson Street; and,

**WHEREAS**, by adding a left turn lane on to Jackson Street off Newark Street during morning rush hour periods, average delay during this peak period would be reduced; and,

**WHEREAS**, such a pilot program would last for 90 days from the date of adoption of this resolution, and the area should be evaluated using metrics of safety and travel delay during this Pilot period to determine whether the pilot should be adjusted or made permanent, pending a vote by City Council.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hoboken City Council authorizes a 90-day pilot program beginning January 25, 2016 and ending April 26, 2016 to suspend Hoboken Code Section §141A-2(H), and any other applicable code that allows parking or standing on either side of Jackson Street between Newark and Observer, to remove on-street parking and/or standing from both sides of Jackson Street between Newark Street and Observer Highway between the hours of 7:00am-10:00am, Monday through Friday, in order to accommodate a temporary left turn lane.

**BE IT FURTHER RESOLVED**, prior to the conclusion of the 90-day pilot program, the City will use standard engineering evaluation metrics to make recommendations whether to make the pilot program permanent, which shall be done by a properly adopted ordinance or the streetway will automatically revert back to the ordained condition as defined in Hoboken Municipal Code §141A-2(H) and any other applicable parking regulation at 11:59PM on April 26, 2016.

**Meeting date: January 20, 2016**

Approved as to Content:

Approved as to Form:

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

\_\_\_\_\_, Esq.  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain/Present</b>	<b>Absent</b>
<b>Ravinder Bhalla</b>				
<b>Peter Cunningham</b>				
<b>Michael Defusco</b>				
<b>James Doyle</b>				
<b>Tiffanie Fisher</b>				
<b>David Mello</b>				
<b>Ruben Ramos Jr.</b>				
<b>Michael Russo</b>				
<b>President Jenn Giattino</b>				

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

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO A SERVICE CONTRACT WITH NW FINANCIAL AS PROFESSIONAL WATER UTILITY CONSULTANT FOR THE RENEGOTIATION OF THE UNITED WATER O&M CONTRACT TO THE CITY OF HOBOKEN TO EXPIRE DECEMBER 30, 2016 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$25,000.00 FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$50,000.00**

**WHEREAS**, service to the City as Professional Water Utility Consultant is a service as defined by N.J.S.A. 40A:11-1 et seq. and the City put an RFP out for said services as a competitive contract, and thereafter authorized a pool of service providers, including NW Financial, by way of a December 3, 2014 resolution in accordance with the Fair and Open Process; and,

**WHEREAS**, the City now seeks to amend the contract with NW Financial for said services, and waive the requirement to republish an RFP for said services due to NW Financial's intricate and specialized knowledge of the issues involved due to their continued service in these matters over the past year; and,

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

**WHEREAS**, the City now seeks to extend this contract with NW Financial on the condition that it can provide quality service, and therefore the CY2014 contract that was entered into per award of the City Council, and the Council now wishes to amend that award for a one year extension with an increase in the not to exceed amount by \$25,000.00. (The current contract is in a not to exceed amount of \$25,000.00; \$3,257.20 is still remaining as of 12/07/2015); and,

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$25,000.00 is available in the following appropriations 6-01-20-112-069 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2015 budget; and I further certify that the budget line listed herein is available for the type of services described in this resolution.**

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

**NOW THEREFORE, BE IT RESOLVED**, that a contract with NW Financial to represent the City as Professional Water Utility Consultant for the renegotiation of the United Water O&M contract be awarded, for a term to expire December 30, 2016, for an increase in the not to exceed amount by \$25,000.00, for a new total not to exceed amount of **Fifty Thousand Dollars (\$50,000.00)**; 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 that any invoices not received within sixty days of the date the costs are incurred shall be waived by the firm and shall not become payable, at law or in equity, by the City; 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.

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

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

**AUTHORIZING THE CITY OF HOBOKEN TO ACCEPT AND QUALIFY  
RESPONSES TO ISSUED REQUEST FOR QUALIFICATIONS FOR MULTI-  
DISCIPLINED ENGINEERING, ARCHITECTURE, PLANNING, LAND  
SURVEYING, LANDSCAPE ARCHITECTURE AND LSRP PROFESSIONALS  
FROM JANUARY 1, 2016 THROUGH DECEMBER 31, 2016**

**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 multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP professionals; 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 multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP professionals for CY2016; 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 multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP services during CY2016, 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 multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP professionals for the City, as necessary when determined by the Administration, during the January 1, 2016 through December 31, 2016 period:

	Civil Engr	MEP	Struct	Elevator	LSRP	Arch	Planning	Survey	Land Arch
1	T&M	T&M	T&M	LSEA	Excel	DMR	T&M	T&M	T&M
2	ARH	Concord	Maser		T&M	RSC	ARH	ARH	ARH
3	Concord	LSEA	GMS		ARH	LSEA	Kimley Horn	Maser	Kimley Horn
4	Kimley Horn	EI Asso.			Kimley Horn	HMR	DMR	Geod	Maser
5	Maser				Maser	Marvel	Banisch	Suburban	Suburban
6	Suburban				LSEA	EI Asso.	Maser	LSEA	Najarian
7	LSEA				Najarian		Suburban	Najarian	Starr Whitehouse

8	Najarian				R&V		Najarian	R&V	R&V
9	Princeton Hydro				Boswell		Princeton Hydro	Boswell	
10	R&V				USA		R&V		
12	Boswell				H2M		H2M		
13	El Asso								
14	H2M								

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

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

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

**RESOLUTION AWARDING A CONTRACT TO EXTEL COMMUNICATIONS, INC TO PURCHASE AND INSTALL TELEPHONE EQUIPMENT FOR THE CITY OF HOBOKEN AMBULANCE CORP IN ACCORDANCE WITH NJ STATE CONTRACT T-1316/80801 IN THE TOTAL AMOUNT NOT TO EXCEED \$10,620.00**

**WHEREAS**, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Extel Communications, Inc. has been approved for NJ State Contract T-1316/80801, which cooperative the City is a part of; and,

**WHEREAS**, the City of Hoboken Ambulance Corps requires replacement to the existing telephone system; and

**WHEREAS**, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the services and related goods under NJ State Contract T-1316/80801; and

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,620.00 is available from \_\_\_\_\_ in the 2016 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the NJ Sate contract, for a total not to exceed amount of Ten Thousand Six Hundred Twenty Dollars (\$10,620.00), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all

documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

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

EXTEL COMMUNICATIONS INC  
830 BELMONT AVE  
NORTH HALEDON, NJ 07508

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



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

Date: January 14, 2015

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: Al B. Dineros

**Subject: Resolution to Award a Contract for Ambulance Corps Telephone System**

N.J.S.A. 40A:11-12 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Extel Communications Inc. has been awarded New Jersey State Contract T-2761/85992.

I recommend awarding the contract to the following vendor for not to exceed \$10,620.00:

EXTEL COMMUNICATIONS INC  
830 BELMONT AVE  
NORTH HALEDON, NJ 07508

The following account applies: - \$10,620.00



January 08, 2016

**EXTEL Proposal for the City of Hoboken Volunteer Ambulance Corps  
Per State Contract #A80801**

Install (1) **NEC SV9100E Communications Servers** with (18) Telephones, InMail with (16) Ports of Voice Processing and (16) Voicemail Boxes and supports up to 8 CO Lines with Caller ID

QTY	ITEMS
<b><u>Ambulance Corps:</u></b>	
1	19" CHASSIS
1	GCD-CP10-US-CPU with 120 Hour InMail Storage & (16) Voicemail Boxes
1	GPZ-IPLE
1	GCD-16DLCA
1	GCD-8DLCA
1	GCD-4COTB
1	GCD-4COTF
32	SV9100 RESOURCE-LIC 01
1	SV9100E 12 PHONE PACKAGE
1	CHS2U RACK MOUNT KIT
18	DTZ-12D-3(BK)TEL
1	UPS APC BE550G
1	PROFESSIONAL GREETINGS FOR AUTO ATTENDANT

Includes: Installation, Programming, Project Management and a **Five-Year EXTEL/NEC PARTS WARRANTY, LABOR AND SOFTWARE ASSURANCE.** Project Management will include: Data Base Formulation and Implementation,, Voice Mail Scripting and Training Sessions.

**Total Cost: \$10,620.00**

**TERMS: PURCHASE ORDER REQUIRED-50% Upon Contract**

- System Options:**
- Lightning Protection - **\$25.00 per CO Line** \_\_\_\_\_ (initial here)
  - I decline the optional lightning protection** \_\_\_\_\_ (initial here)
  - Custom Message On Hold System - **\$549.00** \_\_\_\_\_ (initial here)
  - Custom Music On Hold System - **\$329.00** \_\_\_\_\_ (initial here)
  - CS540 Plantronics Wireless Headset - **\$229.00** \_\_\_\_\_ (initial here)

A dedicated electrical outlet is required at telephone and/or voice mail system site. If telephone system is not located within 10' of telephone company demarcation point and station cabling termination point, an additional charge will apply to provide feeder(s). Delays as a result of EXTEL's inability to gain access to a site or particular room or delays caused by furniture either not in place or the requirement for movement of such furniture will be billable. All equipment remains the property of EXTEL Communications until paid in full.

Verizon & Alternate Service Carriers  
Unless stated in this proposal, EXTEL includes (1) normal hour for cross connection of any and all telephone service and data circuits. Additional hours will be billable.

**Agreed To and Accepted By:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

Second by: \_\_\_\_\_

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

**RESOLUTION AUTHORIZING A REDUCTION OF ADDED ASSESSMENTS AND REFUND OF  
RESULTING OVERPAYMENT**

Resolved, by the Council of the city of Hoboken, that whereas the Hudson County Board of Taxation, granted a reduction of 2015 added assessments on the following properties, and whereas the added assessments have been paid.

Resolved that the 2015 amount be reduced from the 2016 1<sup>st</sup> and 2<sup>nd</sup> quarter tax bills:

2015 – Total Added Assessment amount to be cancelled.

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

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>APPEAL#</u>	<u>ASSESSMENT REDUCTION FROM/TO</u>	<u>AMOUNT CANCELLED</u>	<u>OVERPAYMENT AMOUNT</u>
Pregibon Daryl & Susan	217.01/19	#05-1500278LA	\$1,218,500/\$631,100	\$9,447.57	\$8,793.38
Patel, H K 2012 Family Trust	216/13	#05-1500276LA	\$152,500/\$97,917	\$1,465.82	\$ 817.11
Tennaro, Paschal II, Sonja & Mi	34/19	#05-1500277LA	\$675,000/\$355,000	\$5,314.35	\$4,790.40
360 Grand LLC c/o Hany Ahmed	32/1/C000A	#05-1500280DA	\$261,042/\$137,300	\$2,055.38	\$1,852.42
360 Grand LLC c/o Hany Ahmed	32/1/C000B	#05-1500279DA	\$159,017/\$81,800	\$1,224.55	\$1,155.93

Meeting: January 20, 2016

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Curran  
Tax Collector

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

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Jenn Giattino				

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

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED, that the refund be applied to the 2015 open interest and delinquent taxes.**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Newark Street Properties LLC	223/5.01	36-42 Newark St	2013	\$10,162.32

**Meeting date: January 20, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sharon Curran  
Tax Collector

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

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
Jennifer Giattino				
David Mello				
Ruben Ramos Jr.				
Michael Russo				

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 Treasury made payable to the following totaling **\$26,628.55**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Wells Fargo Real Estate Tax Serv. Attn: Financial Support Unit 1 Home Campus MAC F2302-035 Des Moines, IA 50328	104/1.01/C0609	1100 Adams St	4/15	\$3,823.71 <u>abatement</u>
Stephanie Sgambati 1100 Maxwell Lane # 340 Hoboken, NJ 07030	261.01/1/C0340	1100 Maxwell Lane	4/15	\$ 935.63
Amanda & Thomas Ekelman 4 Mansfield Court Livingston, NJ 07039	48/18/C003L	332 Madison Street	2/14	\$1,091.54
Smriti Aggarwal 1674 Alexander Court Los Altos, CA 94024	252/12	1117 Park Avenue	3/15	\$4,892.58
1100 LLC 1100 Adams Street #401 Hoboken, NJ 07030	104/1.01/C0401	1100 Adams Street	2/15	\$2,690.07 <u>abatement</u>
Haven Savings Bank 621 Washington Street Hoboken, NJ 07030	159/4/C5-11	711 Clinton Street	1&2/15	\$428.40
Haven Savings Bank 621 Washington Street Hoboken, NJ 07030	159/4/C1323	711 Clinton Street	1&2/15	\$428.40
David Steinfeld 1025 Maxwell Lane #412 Hoboken, NJ 07030	251/18/C002B	1320 Bloomfield St	4/14	\$1,717.91 ( <u>Replacement Check</u> )

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Michael Riccobono 1200 Grand Street #205 Hoboken, NJ 07030	109/1.01/C0205	1200 Grand Street	4/13	\$3,263.45 <u>abatement</u>
Chase (Refund Dept) P.O. Box 961227 Forth Worth, TX 76161-0227	34/10/C0003	117 Willow Ave	4/15	\$3,500.00
Sais & Roshni Tulluri 501 Adams Street #2K Hoboken, NJ 07030	70/1/C002K	501 Adams St.	2/15	\$2,104.51
Tara Canetta 118 Millertown Road Bedford, NY 10506	173/6/C1-03	1109-1121 Willow Ave	1/16	\$700.00
Tara Canetta 118 Millertown Road Bedford, NY 10506	159/20.01/C003C	712-14 Willow Ave.	1/16	\$1052.35

Meeting date: January 20, 2016

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Curran  
Tax Collector

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

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
Jennifer Giattino				
David Mello				
Ruben Ramos Jr.				
Michael Russo				

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

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

**City of Hoboken**

**Resolution No.** \_\_\_\_\_

**RESOLVED**, that filed minutes for the Hoboken City Council **Regular meeting of December 2, 2015** have been reviewed and approved by the Governing Body.

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

**Meeting Date: January 20, 2016**

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Jenn Giattino				

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

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

**City of Hoboken**

**Resolution No.** \_\_\_\_\_

**RESOLVED**, that filed minutes for the Hoboken City Council **Regular and Special meeting of December 16, 2015** have been reviewed and approved by the Governing Body.

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

**Meeting Date: January 20, 2016**

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Jenn Giattino				

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

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

**ORDINANCE APPROVING THE TERMS OF THE ATTACHED SANDY DISASTER RELIEF GRANT – HISTORIC PRESERVATION EASEMENT AGREEMENT BETWEEN THE CITY OF HOBOKEN AND THE TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE CITY OF HOBOKEN AS GRANTORS AND NEW JERSEY HISTORIC TRUST AS GRANTEE FOR THE USE OF 500 PARK AVENUE, HOBOKEN, NEW JERSEY (BLOCK 167, LOT 24)**

**WHEREAS**, the City of Hoboken owns, and the Trustees of the Free Public Library occupies, maintains and uses, property which is currently requested to become included in the New Jersey Historic Trust’s Sandy Disaster Relief Grant program and become subject to an easement thereunder as part of the grant, at property known as 500 Park Avenue, Hoboken, New Jersey, Block 167 / Lot 24 (hereinafter referred to as the “Property”); and

**WHEREAS**, the Grantee wishes to obtain a recorded easement over the Property, and the Grantors wish to provide said easement in accordance with the Sandy Disaster Relief Grant, and the Grantors and Grantee have negotiated a historic preservation easement agreement for the aforementioned Property (easement attached hereto); and

**WHEREAS**, the City Council, hereby acknowledges the necessity of the said easement, and therefore approves of the easement by way of the within City ordinance, which approval is not subject to public bidding, as the City is providing the easement on the specific property in the public interest, which shall be recorded by the Grantee as soon as practicable after adoption as herein described, and required by law; and

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

**SECTION ONE:**

- 1) Approval of the attached Sandy Disaster Relief Grant – Historic Preservation Easement between the City of Hoboken, the Trustees of the Free Public Library, and the New Jersey Historic Trust is hereby authorized by the City Council; and
- 2) The Mayor or her agent is hereby authorized to take any and all actions necessary to enter into the attached easement, 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.

First Reading: January 20, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Giattino				

Approved as to Legal Form:

\_\_\_\_\_  
 , Corporation Counsel

Adopted by the Hoboken City Council  
 By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
 On the \_\_\_\_ day of \_\_\_\_\_, 2016

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

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

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

**-or-**

Approved by the Mayor  
 On the \_\_\_\_ day of \_\_\_\_\_, 2016

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

**SANDY DISASTER RELIEF GRANT**  
**HISTORIC PRESERVATION EASEMENT**

This Historic Preservation Easement is made this \_\_\_\_\_ day of, \_\_\_\_\_ 2015, between **CITY OF HOBOKEN**, having an address at 94 Washington Street, Hoboken, Hudson County, NJ, and **THE TRUSTEES OF THE FREE PUBLIC LIBRARY OF THE CITY OF HOBOKEN**, having an address at 500 Park Avenue \_\_\_\_\_, Hoboken, Hudson County, NJ, as GRANTORS of a preservation easement (hereafter referred to as the "Grantors") and the **NEW JERSEY HISTORIC TRUST**, as GRANTEE of the preservation easement (hereafter referred to as the "Grantee") having an address at 101 South Broad Street Trenton, NJ 08608 with a mailing address of P.O. Box 457, Trenton, NJ 08625.

WITNESSETH:

WHEREAS, Grantee is authorized pursuant to N.J.S.A. 13:1-B-15.111 et. seq. and N.J.S.A. 13:1B-115(b) to acquire historic preservation easements to protect New Jersey properties with historic, aesthetic or cultural significance;

WHEREAS, the Grantors have title to certain historic real property along with the improvements thereon, located at 500 Park Avenue, Hoboken, Hudson County, NJ (Subject Property), which is more particularly described in Schedule A of this Easement with a unique historic resource (Buildings) and unique curtilage (site) more particularly described in Schedule B of this Easement, worth preserving for historic, aesthetic, architectural, and or cultural significance;

WHEREAS, this preservation easement is granted as a condition of the eligibility of the Grantors for financial assistance from the U.S. Department of the Interior, National Park Service (NPS), Historic Preservation Fund Disaster Recovery Grants (HPF-DR) funded by the Disaster Relief Appropriations Act of 2013 (P.L. 113-2), and distributed by the New Jersey Department of Environmental Protection, Historic Preservation Office pursuant to a Memorandum of Understanding with the New Jersey Department of Community Affairs, New Jersey Historic Trust; and

WHEREAS, this historic preservation easement is entered into for the purpose of preserving the Subject Property.

NOW, THEREFORE, in consideration of the receipt of the grant funds referenced above, Grantors hereby grant and convey to the Grantee a historic preservation easement in the Subject Property for the purpose of assuring preservation of the Subject Property and agree to the following restrictions to the Subject Property.

- 1. Purpose.** The purpose of this easement is to assure the preservation of the Property, to prevent any use that is detrimental to or will significantly impair or interfere with the historic features. The historic features of the Property are documented in a baseline inventory annexed hereto as Schedule B (hereafter "Protected Features") that provide an accurate representation of the Property at the time of this conveyance along with a photographic record and available architectural drawings, which will serve as an objective information baseline for monitoring compliance with the terms of the this easement.
- 2. Term.** This easement shall become effective on the date of its recording with the Hudson County Clerk, and shall, thereafter, remain in full force and effect for a period of twenty (20) years.
- 3. Restrictions on activities that would affect historically significant components of the Property.** The Grantors agree that no construction, alteration, or remodeling or any other activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant interior spaces and features, exterior construction materials, architectural details, form, fenestration, height of the Property as identified in Schedule B, or adversely affect its structural soundness without prior written permission of the Grantee affirming that such reconstruction, repair, repainting, refinishing, rehabilitation, preservation, or restoration will meet The Secretary of the Interior's *Standards for the Treatment of Historic Properties* (hereinafter referred to as the "Standards"). Grantors shall seek such approval by submitting to Grantee a request for approval form (Schedule D) and provide to Grantee sufficient information that will inform the Grantee of the work to be performed including details of treatment, materials and application along with any other documentation the Grantee requests to reasonably review the project in accordance with the Standards.
- 4. Restrictions on activities that would affect archeological resources.** The Grantors agree that no ground disturbing activity shall be undertaken or permitted to be undertaken on the Subject Property which would affect historically significant archeological resources identified in Schedule B without prior written permission of the Grantee affirming that such work will meet The Secretary of the Interior's "*Standards for Archeology and Historic Preservation*".

- 5. Maintenance of recovered materials.** The Grantors agree to ensure that any data and material recovered will be placed in a repository that will care for the data in the manner prescribed in the *Standards for Archeology and Historic Preservation* or will comply with the requirements of the Native American Graves Protection and Repatriation Act, and with 36 CFR 79 and 43 CFR 10.
- 6. Duty to maintain the Property.** The Grantors agree at all times to maintain the Property in a good and sound state of repair and to maintain the subject Property, including the Protected Features, according to the Standards so as to prevent deterioration and preserve the architectural and historical integrity of the Property in ways that protect and enhance those qualities that make the Property eligible for listing in the National Register of Historic Places.
- 7. Public access.** The Grantors agree to provide public access to view the grant-assisted work or property no less than twelve (12) days a year on an equitably spaced basis, which requirement shall be deemed satisfied if the grant-assisted work is visible from a public street. Nothing in this agreement will prohibit a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.
- 8. Insurance.** Grantors shall keep the Property insured by an insurance company authorized to conduct business in the State of New Jersey against the loss from the perils commonly insured under standard fire, flood, and extended coverage policies in an amount sufficient to reimburse Grantee in the amount of the Grant after all mortgagee claims are satisfied. Grantors shall also carry comprehensive general liability insurance against claims for personal injury and death in an amount not less than \$500,000 per person and \$1,000,000 per occurrence and property damage in the amount of \$250,000 per occurrence. Grantors shall deliver to Grantee, within ten (10) business days of the Effective Date, certificates of such insurance coverage. Each certificate shall name the Grantee, the State of New Jersey and their respective officers and employees as additional insureds and shall certify that coverage may not be cancelled for any reason except after thirty (30) days written notice to the Grantee.
- 9. Right to inspect.** The Grantors agree that the Grantee, its employees, agents and designees shall have the right to inspect the Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this easement agreement are being observed.
- 10. Anti-discrimination.** The Grantors, if a Municipal, County or State organization, agree to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access to public buildings, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.
- 11. Easement shall run with the land; conditions on conveyance.** This conservation easement shall run with the land and be binding on the Grantors, and their successors and assigns. The Grantors agree to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself of either the fee simple title or other lesser estate in the Property, the Subject Property, or any part thereof.
- 12. Casualty Damage or Destruction.** In the event that the Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantors shall notify the Grantee in writing within 14 days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantors without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from either Grantor. If after reviewing the condition of the property, the Grantee determines that the features, materials, appearance, workmanship, and environment which made the property eligible for listing in the National Register of Historic Places has been lost or so damaged that its continued National Register listing is in question, the Grantee will notify the Keeper of the National Register in writing of the loss. The Keeper of the National Register will evaluate the findings and notify the Grantee in writing of any decision to remove the property from the National Register. If the property is removed, the Grantee will then notify the Grantors that the agreement is null and void. If the damage or destruction that warrants the properties removal from the National Register is caused by a deliberate act of the owner or owner's representative or deliberately caused by the gross negligence of the Grantors or future owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the property which will then be returned to the U.S. Treasury.

**13. Enforcement.** The Grantee shall have the right to prevent and correct violations of the terms of this easement. If the Grantee, upon inspection of the property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the cultural, historical and architectural importance of the Property, the Grantee shall give the Grantors written notice of the violation and allow thirty (30) days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, the Grantee may obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring the Grantors to restore the Property to a condition that would be consistent with preservation purposes of the grant from the National Park Service. In any case where a court finds that a violation has occurred, the court may require the Property to reimburse the Grantee and the New Jersey Attorney General for all the State's expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees. The failure of the Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

**14. Amendments.** The parties may by mutual written agreement jointly amend this easement, provided the amendment shall be consistent with preservation purpose of this easement and shall not reduce its term of duration. Any such amendment shall not be effective unless it is executed in the same manner as this easement, refers expressly to this easement, and is filed with the County Clerk or Register of Deeds of Hudson County, New Jersey.

**15. Assignment.** This Easement is assignable by Grantee only to the State of New Jersey or a political subdivision of the State of New Jersey or to a charitable organization that is a qualified organization at the time of transfer under Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. 501 (c)(3), as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder.

**16. Effective date; severability.** This preservation easement shall become effective when the Grantee files it in the Office of the County Clerk or Register of Deeds of Hudson County, New Jersey, with a copy of the recorded instrument provided to the Grantors for its file. If any part of this preservation easement agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the conservation agreement does not contain the particular part held to be invalid.

**17. Successors.** The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

**18. Subordination.**

[If at the time of the conveyance of this Easement, the Property is subject to a Mortgage/Deed of Trust the following provisions shall apply.]

There is a Mortgage/Deed of Trust on the Property held by \_\_\_\_\_ (N/A) hereinafter, "Mortgagee"/"Lender"). The Mortgagee/Lender joins in the execution of this Easement to evidence its agreement to subordinate the Mortgage to this Easement under the following conditions and stipulations:

(a) the Mortgagee/Lender and its assignees shall have a prior claim to all insurance proceeds as a result of any casualty, hazard, or accident occurring to or about the Property and the proceeds of any condemnation proceeding, and shall be entitled to same in preference to Grantee until the Mortgage/the Deed of Trust is paid off and discharged, notwithstanding that the Mortgage/the Deed of Trust is subordinate in priority to the Easement.

(b) If the Mortgagee/Lender receives an assignment of the lease, rents, and profits of the Property as security or additional security for the loan secured by the Mortgage/Deed of Trust, then Mortgagee/Lender shall have prior claim to the leases, rents, and profits of the Property and shall be entitled to receive same in preference to Grantee until the Mortgagee's /Lender's debt is paid off or otherwise satisfied, notwithstanding that the Mortgage/Deed of Trust is subordinate in priority to the Easement.

(c) The Mortgagee/Lender or purchaser in foreclosure shall have no obligation, debt, or liability under the Easement until the Mortgagee/Lender or a purchaser in foreclosure under it obtains ownership of the Property. In the event of foreclosure or deed in lieu of foreclosure, the Easement is not extinguished.

(d) Nothing contained in this Easement shall be construed to give any Mortgagee/Lender the right to violate the terms of this Easement or to extinguish this Easement by taking title to the Property by foreclosure or otherwise.

GRANTOR: HOBOKEN PUBLIC LIBRARY TRUSTEES

By: Allen W. Kratz  
Signature

STATE OF NEW JERSEY, COUNTY OF HUDSON, ss: On this day of January 5, 2015, before me the undersigned, a Notary Public for said State, personally appeared Allen W. Kratz, to me personally known, who stated that he is President of the library Board, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

Lina Podles  
NOTARY PUBLIC  
LINA PODLES  
NOTARY PUBLIC OF NEW JERSEY  
ID No. 2390733  
My Commission Expires Nov. 4, 2019

GRANTOR: CITY OF HOBOKEN

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

STATE OF NEW JERSEY, COUNTY OF HUDSON, ss: On this day of \_\_\_\_\_, 2016, before me the undersigned, a Notary Public for said State, personally appeared \_\_\_\_\_, to me personally known, who stated that he is \_\_\_\_\_, that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Governing Body, and that as such officer, he acknowledged that he executed the foregoing instrument as his voluntary act and the voluntary act of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC

GRANTEE: NEW JERSEY HISTORIC TRUST

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

STATE OF NEW JERSEY, COUNTY OF MERCER, ss: On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, a Notary Public for said State, personally appeared Dorothy Guzzo, who stated that she is the duly appointed and actively serving Executive Director, New Jersey Historic Trust, and that she executed the foregoing historic preservation easement agreement as her voluntary act and as the voluntary act of New Jersey Historic Trust.

\_\_\_\_\_  
NOTARY PUBLIC

**SCHEDULE A**

**LEGAL DESCRIPTION OF PROPERTY**

**BLOCK 167, LOT 24**

**BOOK 639, PAGE 140**

Commencing at a point formed by the intersection of the Northerly side of Fifth Street and the Westerly side of Park Avenue, thence running Northerly and along the Westerly side of Park Avenue Ninety-five (95) feet; thence Westerly and parallel with Fifth Street One hundred (100) feet; thence Southerly and parallel with Park Avenue Twenty (20) feet; thence Easterly and parallel with Fifth Street Thirty-nine feet; thence Southerly and parallel with Park Avenue Seventy five (75) feet to the Northerly line of Fifth Street and thence Easterly along the Northerly line of Fifth Street Sixty-one (61) feet to the point or place of Beginning.



**SCHEDULE B**

**NEW JERSEY HISTORIC TRUST  
HISTORIC PRESERVATION EASEMENT  
BASELINE INVENTORY OF PROTECTED FEATURES**

**PROPERTY NAME/LOCATION**

Hoboken Public Library

Property Name

167

Block

24

Lot

**PROTECTED PROPERTY FEATURES**

X **SITE FEATURES (if not applicable, go to Exterior):**

**Natural Features**

N/A Trees/Shrubs:

N/A Lawns/Vegetation/Ground Cover:

N/A Streams/Ponds/Wetlands:

N/A Topographical Features:

N/A Other:

**Manmade Features**

N/A Benches/Site Furnishings/Gazebos:

X Fences/Walls/Gates: Cast iron fence.

X Drain Inlets/Catch Basins/Drain Pipes: round downspouts, round cast iron boots, built-in gutter.

N/A Roads/Driveways/Sidewalks:

N/A Parking Lots:

N/A Curbs:

N/A Signs:

N/A Archaeological Resources:

N/A Other:

**Other**

X All other SITE features referenced in documents filed or to be filed at the New Jersey Historic Trust, including the Scope of Work of the Grant Agreement.

X **EXTERIOR FEATURES (If not applicable, go to Interior):**

List building(s) protected by Easement:

HOBOKEN PUBLIC LIBRARY

**STATEMENT OF ARCHITECTURAL CHARACTER AND INTEGRITY OF THE BUILDING PRESENTED IN THIS EASEMENT:**

Constructed in 1896 and designed by Albert Beyer, the Hoboken Public Library represents Beaux Arts architecture, with classical yet lavish decorative details. The Hoboken Public Library was the third in the State to be chartered under the General Library Act of 1884 and until the current library was constructed, it was housed in a temporary location. The Library is three stories with a dome at the principal corner of the building. Typical of Beaux Arts style, the Library has a rusticated first story, a pediment entry with an arched door, quoining on the first and second floor and two belt courses; the one between the second and the third floor features decorative circles. The windows of the first and second floors are round arched, while the third story windows are flat. The building has a decorative copper frieze and prominent floral cornice. Several oculus can be found on the two main elevations of the building. The dome features decorative floral swags. The interior of the Hoboken Public Library and features many original details such as: raised wood panel wainscoting, cast iron and wrought iron railings, terrazzo flooring, mosaic tile, coffered wood ceilings, carved wood and tile fireplace, original built-in shelving, stained-glass skylight, and many other details.

**Roof - including but not limited to the following:**

- X Roof Covering: *Hipped main roof* – composite; *Dome* – plastic composite
- N/A Roof Sheathing:
- X Flashing: Aluminum
- X Chimneys: One (1) yellow brick with terra cotta frieze at top
- X Roof Penetrations/Decorations: Three (3) terra cotta urns at the visible corners of the dome
- X Gutters/Downspouts: Copper
- X Cornice: Copper with tightly spaced copper eave brackets and continuous dentil molding
- X Trim: Terra cotta frieze running below projecting copper cornice of South and East elevations; terra cotta frieze running between second and third floor of South and East elevations
- N/A Other:

**Front (South) Elevation - including but not limited to the following:**

- X Foundation: Rusticated base of Wyoming bluestone, a course of Indiana limestone with rock-faced center panels and patent-hammered center borders extending from grade level to just below first floor window sills
- X Walls: bluestone, brick, terra cotta,
- X Windows (frames/sash/trim): Wood 1/1 double hung with arched top, wood 1/1 double hung and ovoid fixed windows.
- X Doors/Door Frames: Original, wood, monumental doors with arch top fenestration.
- N/A Attachments (shutters/signs/awnings):
- N/A Other:

**Appurtenances- including but not limited to the following:**

- X Steps/Stairs: Entrance stair and all original features.
- X Landings/Slabs: Entry landing and all original features.

- X Porches: Entry alcove under pediment, coffered arch, fluted Corinthian columns, carved pedestal base, carved entablature, and all ornament.
- N/A Balconies:
- N/A Light Fixtures: Original light fixtures,
- N/A Other:

**Side (East) Elevation- including but not limited to the following:**

- X Foundation: Rusticated base of Wyoming bluestone, a course of Indiana limestone with rock-faced center panels and patent-hammered center borders extending from grade level to just below first floor window sills
- X Walls: Bluestone, brick, terra cotta.
- X Windows (frames/sash/trim): Wood 1/1 double hung with arched top, wood 1/1 double hung and ovoid fixed windows.
- X Doors/Door Frames: Original, wood, monumental doors with arched top fenestration.
- N/A Attachments (shutters/signs/awnings):
- N/A Other:

**Appurtenances- including but not limited to the following:**

- X Steps/Stairs: Entry stair with entry enclosure including articulated piers, arched entry with acanthus leave carved keystone in volute form.
- X Landings/Slabs: Entry landing and all original features.
- X Porches: Entry enclosure including articulated piers, arched entry with acanthus leave carved keystone in volute form.
- N/A Balconies:
- N/A Light Fixtures:
- N/A Other:

**Side (West) Elevation- including but not limited to the following:**

- X Foundation: Bluestone base and brick.
- X Walls: Brick.
- X Windows (frames/sash/trim): Wood 1/1 double hung with arched top, wood 1/1 double hung.
- X Doors/Door Frames: Original wood doors.
- N/A Attachments (shutters/signs/awnings):
- N/A Other: All detail that wraps around from the South façade terminating at the Chimney Stack.

**Appurtenances- including but not limited to the following:**

- N/A Steps/Stairs:
- N/A Landings/Slabs:
- N/A Porches:
- N/A Balconies:
- N/A Light Fixtures:
- X Other: Chimney cladding from base to top.

**Rear (North) Elevation- including but not limited to the following:**

- N/A Foundation:
- X Walls: Smooth stucco cladding.
- N/A Windows (frames/sash/trim):
- N/A Doors/Door Frames:
- N/A Attachments (shutters/signs/awnings):
- N/A Other:

**Appurtenances- including but not limited to the following:**

- N/A Steps/Stairs:
- N/A Landings/Slabs:
- N/A Porches:
- N/A Balconies:
- N/A Light Fixtures:
- N/A Other:

X **INTERIOR FEATURES**

Character defining elements in all public spaces are to be preserved, maintained and protected from alteration that would adversely the features, character, material, massing, shape, proportion or placement from its original state.

**Finishes- including but not limited to the following:**

- X Floors: Terrazzo, wood, stone, mosaic.
- X Walls: Plaster, wood wainscoting.
- X Ceilings: Plaster, wood coffers,
- X Molding/Trim: Plaster, wood.
- X Other significant: Stained glass skylights, built-in millwork, fireplaces and surrounds, railing and balustrades, risers/treads, original light fixtures,

**Openings- including but not limited to the following:**

- X Doors/Door Hardware: All original hardware and doors. Exception may be made for ADA complaint retrofitting.
- X Door Frames: All original wood and stone frames.
- X Windows/Window Hardware: All original.
- X Window Frames: Wood and stone.
- X Other: Original window and door trim, baseboard, cornice moulding, ceiling medallions.

**Other Features- including but not limited to the following:**

- X All supporting structural members
- X All other INTERIOR features referenced in documents filed or to be filed at the New Jersey Historic Trust, including Scope of Work of Grant Agreement and all future amendments.

## **BASELINE DOCUMENTATION OF PROPERTY**

### **General Statement**

As per Paragraph 3. of easement, Trust may consult records documenting the Property's appearance and condition filed or to be filed at the New Jersey Historic Preservation Office, New Jersey Historic Trust, and at other places within the State.

Because existing documentation may not continue to reflect the actual appearance and condition of the property at the time of project completion, it will be supplemented by baseline information provided in the Interim Reports and the Project Completion Report.

### **Overview of Existing Documentation**

1. *Hoboken Public Library, Sandy Disaster Relief Grant for Historic Properties, Supplemental Scope and Estimate Information*, 19 August 2014, prepared by Dennis Kowal Architects.

## SCHEDULE C

**New Jersey Historic Trust**  
**Historic Preservation Easement**  
**Scope of Work to be Completed with Grant Funds**

### ATTACHMENT A: SCOPE OF WORK

**Name of Grantee:** Hoboken Public Library Trustees  
**Project Name:** Hoboken Public Library  
**Project Number:** 2014.S011  
**Grant Award:** \$433,439

#### I. OVERVIEW OF PRESERVATION OBJECTIVES OF ENTIRE PROJECT

The project will repair structural and plumbing issues exacerbated by Hurricane Sandy. Much of the repairs and updates to the systems will improve Hoboken Public Library's ability to manage and mitigate future hurricane and storm related flood damage.

#### II. PROJECT REVIEW AUTHORITY

The New Jersey Historic Trust will review the planning documents (and special testing reports) for this project. The Trust will also review the contract documents, plans, specifications, etc. according to *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (1995), as well as oversee construction.

#### III. ACTIVITIES FUNDED BY THIS GRANT

##### A. Description of Work to be Funded with this Grant.

The scope of work of this grant includes:

1. Non-construction costs directly related to the funded work:
  - a. Architectural and engineering services by Dennis Kowal Architects relevant to the construction work listed below (including schematic design, design development, contract documents, and construction administration).
  - b. The contract documents must set minimum qualifications for all general contractors and subcontractors using language similar to below:

The bidder shall demonstrate successful experience in the restoration of historic buildings using the *Secretary of the Interior's Standards for the Treatment of Historic Properties* on at least two projects of similar size and scope of work as the subject project within the past five years, at least one of which was reviewed and approved by a state Historic Preservation Office, the New Jersey Historic Trust, or the historic review body of a county or municipal authority.

*Pre-qualification statements from general contractors must be submitted for NJHT review and approval before bid documents are distributed. Subcontractor qualifications are to be submitted for NJHT review and approval with bids.*

- c. Preparation of Project Completion Report which shall include (unless submitted with periodic reports): narrative description with photographs of all completed work; drawings, specifications, reports, and other records documenting the work if not included in earlier submissions; as-built drawings of all phases of work; revised Schedule A Scope of Work showing work completed and actual money spent; names of contracted firms with duties identified; final employment figures; any recommendations for future treatment.

2. Construction costs directly related to the funded work (As shown on project manual and construction drawings by Dennis Kowal Architects.)

**Division 1: General Requirements**

- a. NJHT Project Sign

**Division 2: Site-work**

- a. Install drainage lines beneath areaway slab

**Division 3: Concrete**

- a. Pour concrete slab in areaway

**Division 4: Masonry**

- a. Remove and reconstruct areaway wall

**Division 5: Metals**

- a. Remove, refurbish, and reinstall iron guardrail atop the areaway wall
- b. Replace door hardware

**Division 6: Wood & Plastics**

- a. Restore interior stairs with new structural elements and in-kind replacement of water-damaged treads and risers
- b. Restore balustrades and railings; damaged spindles will be replaced in-kind

**Division 8: Doors & Windows**

- a. Replace interior and exterior doors and jambs on lower level

**Division 9: Finishes**

- a. Remove existing wall plaster and furred wall finishes, wainscot, and base molding
- b. Replace existing wall finishes with plaster veneer and bead board that replicates original wainscot
- c. Install new base molding and cap



**Schedule D**  
**Historic Preservation Easement**  
**Request for Approval Form**

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Submittal of an Easement Request for Approval Form is required in advance of proposed repair work or other improvements that may affect features protected by the preservation easement. Notice to the Trust is to occur prior to the start of work.

**1. GENERAL INFORMATION**

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

Property Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of person preparing form: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

E-mail Address: \_\_\_\_\_

2. Description of proposed project (Attach site plans, architectural drawings, and any other pertinent documentation.):

3. Reasons for undertaking project:

4. Protected features potentially affected by proposed project (Refer to Schedule B of your Easement):

5. Name(s), Address(es), Telephone Number(s) of Consultant(s) involved in the project:

By signing below, I certify that the above statements are true to the best of my knowledge:

Signature: \_\_\_\_\_

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

Mail to: New Jersey Historic Trust  
PO Box 457  
Trenton, NJ 08625-0457  
(609) 984-0473  
[njht@dca.state.nj.us](mailto:njht@dca.state.nj.us)  
[www.njht.org](http://www.njht.org)

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

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

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

**AN ORDINANCE AMENDING CHAPTER 141A ENTITLED “PARKING PERMITS” AND CHAPTER 190 ENTITLED “VEHICLES AND TRAFFIC” TO AMEND VARIOUS PARKING AND TRAFFIC CIRCULATION REGULATIONS**

**WHEREAS**, Chapter 141A of the General Code of the City of Hoboken establishes the rules and regulations associated with the City’s Resident Permit Parking (RPP) program; and,

**WHEREAS**, Chapter 190 of the General Code of the City of Hoboken establishes the rules and regulations associated with circulation and curbside management within City borders; and,

**WHEREAS**, the recent reconfigurations of Observer Highway and Vezzetti Way require municipal code updates to resident permit parking regulations, street cleaning, lane use restrictions, curbside parking restrictions, emergency snow routes, bus stops, bicycle facilities, and the installation of new traffic signals; and,

**WHEREAS**, a 60-day pilot program involving the removal of on-street parking on Twelfth Street between Clinton Street and Willow Avenue to accommodate a left turn lane from 6:00a.m. to 10:00a.m., Monday through Friday, has been considered successful enough to become permanent; and,

**WHEREAS**, additional Code updates are necessary to codify reverse angle parking on Sixth Street, which was upgraded to the City’s angle parking design standard as part of repaving through the PSE&G Energy Strong program.

**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 HOBOKEN CODE CHAPTER 141A**

**§ 141A-2. Resident permits.**

H. The resident permit parking only areas, unless otherwise indicated by signage in said areas, include, but are not necessarily limited to:

Name of Street	Side	Limits	Location
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Vezzetti Way	Both	24 hours	<del>Beginning at the westerly curblin</del> of Henderson Street and extending to the easterly curblin of Washington Street
<u>Observer Highway</u>	<u>North</u>	<u>24 hours</u>	<u>Beginning at the westerly curblin</u> of Henderson Street and extending to the easterly curblin of Washington Street
<u>Observer Highway</u>	<u>South</u>	<u>24 hours</u>	<u>Beginning at the westerly curblin</u> of Henderson Street and extending to the easterly curblin of Bloomfield Avenue

**SECTION TWO: AMENDMENTS TO HOBOKEN CODE CHAPTER 190**

**§ 190-6. No stopping or standing.**

A. Stopping or standing prohibited during specified times on certain streets. In accordance with the provisions of this 190-6A, no person shall stop or stand a vehicle upon the following streets or portion thereof for the hours indicated herein:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>	<b>Hours/Days</b>
<u>Twelfth Street</u>	<u>Both</u>	<u>Beginning at the westerly curblin</u> of Clinton Street and extending to the easterly curblin of Willow Avenue	<u>6:00 a.m. to 10:00 a.m./Monday through Friday</u>

B. Stopping or standing prohibited at any time. In accordance with the provisions of this subsection, no person shall stop or stand a vehicle at any time upon any of the following described streets or parts of streets:

<b>Name of Street</b>	<b>Side</b>	<b>Limits</b>
<del>Observer Highway</del>	<del>North</del>	<del>Beginning at the westerly curblin</del> of Hudson Street and extending along the northerly curblin of Observer Highway to the westerly curblin of Jefferson Street
<del>Observer Highway</del>	<del>South</del>	<del>Beginning at the westerly curblin</del> of Hudson Street and extending to the westerly boundary line
<u>Observer Highway</u>	<u>North</u>	<u>Beginning at the westerly curblin</u> of Hudson Street and extending to the westerly curblin of Washington Street
<u>Observer Highway</u>	<u>South</u>	<u>Beginning at the easterly curblin</u> of Hudson Street and extending to the easterly curblin of Bloomfield Street

**§ 190-13. Bus stops.**

The locations described are hereby designated as bus stops. No vehicle other than an omnibus picking up or discharging passengers shall be permitted to occupy said location between the hours indicated. All others will be towed.

O. Observer Highway, eastbound, on the southerly side at:

<b>Street/Location</b>	<b>Hours/Days</b>
<u>Washington Street (near side), beginning at a point 80 feet west of the westerly curbline of Washington Street and extending 70 feet westerly therefrom</u>	<u>6:00a.m. to 11:00p.m. Monday to Sunday</u>
<u>Willow Avenue (far side), beginning at a point 25 feet east of the easterly curbline of Willow Avenue and extending 100 feet easterly therefrom</u>	<u>6:00a.m. to 11:00p.m. Monday to Sunday</u>

P. Observer Highway, westbound, on the northerly side at:

<b>Street/Location</b>	<b>Hours/Days</b>
<u>Henderson Street (near side), beginning at a point 35 feet east of the easterly curbline of Henderson Street and extending 75 feet easterly therefrom</u>	<u>6:00a.m. to 11:00p.m. Monday to Sunday</u>
<u>Washington Street (far side), beginning at a point 45 feet west of the westerly curbline of Washington Street and extending 120 feet westerly therefrom</u>	<u>6:00a.m. to 11:00 p.m. Monday to Sunday</u>
<u>Willow Avenue (far side), beginning at a point 45 feet west of the westerly curbline of Willow Avenue and extending 110 feet westerly therefrom</u>	<u>6:00a.m. to 11:00p.m. Monday to Sunday</u>

**§ 190-18. Lane use restrictions.**

In accordance with the provisions of this §190-18, all vehicles shall move in the directions as indicated herein:

M. Observer Highway between Willow Avenue and Park Avenue:

- (1) The center lane of the easterly approach shall be for left only.

N. Observer Highway between Garden Street and Washington Street:

- (1) The center lane of the easterly approach shall be for left only.

P. Observer Highway between Willow Avenue and Henderson Street:

(1) The center lane of the westerly approach shall be for left only.

(2) The right lane of the westerly approach shall be for through only.

Q. Observer Highway between Hudson Street and Washington Street:

(1) The left lane of the westerly approach shall be for through only.

(2) The right lane of the westerly approach shall be for right only.

**§ 190-25. Installation of traffic signals.**

In accordance with the provisions of this §190-25, traffic control signals will be installed and maintained at the herein described intersections:

<b>Name of Street</b>	<b>At Intersection of</b>	<b>Type</b>	<b>Approval Date</b>
<u>Observer Highway</u>	<u>Bloomfield Street</u>	<u>Automated</u>	<u>Two days after effective date</u>
<u>Observer Highway</u>	<u>Henderson Street</u>	<u>Automated</u>	<u>Two days after effective date</u>
<u>Observer Highway</u>	<u>Park Avenue</u>	<u>Automated</u>	<u>Two days after effective date</u>

**§ 190-27. Angle parking locations.**

In accordance with the provisions of this §190-27, the herein described locations shall be designated as angle parking:

A. ~~Traditional~~ Front-in angle parking

<b>Name of Street</b>	<b>Side</b>	<b>Angle</b>	<b>Location</b>
<u>Sixth Street</u>	<u>South</u>	<u>60°</u>	<u>From Clinton Street to Grand Street</u>

A. Reverse angle parking.

<b>Name of Street</b>	<b>Side</b>	<b>Angle</b>	<b>Location</b>
<u>Sixth Street</u>	<u>South</u>	<u>60°</u>	<u>From Clinton Street to Grand Street</u>

**§ 190-28. Alternate parking locations.**

In accordance with the provisions of this §190-28, no person shall park or stand a vehicle between the hours specified upon any of the described streets or parts of streets for the times indicated herein and made part of this chapter:

<b>Name of Street</b>	<b>Side</b>	<b>Days/Hours</b>	<b>Location</b>
<del>Observer Highway</del>	<del>Both</del>	<del>Friday/11:00 a.m. to 12:00 noon</del>	<del>Hudson Street to Henderson Street</del>
<del>Vezzetti Way</del>	<del>South</del>	<del>Monday/8:00 a.m. to 9:00 a.m.</del>	<del>Henderson Street to Washington Street</del>
<del>Vezzetti Way</del>	<del>North</del>	<del>Tuesday/8:00 a.m. to 9:00 a.m.</del>	<del>Henderson Street to Washington Street</del>
<u>Observer Highway</u>	<u>North</u>	<u>Friday/11:00 a.m. to 12:00 noon</u>	<u>Hudson Street to Henderson Street</u>
<u>Observer Highway</u>	<u>South</u>	<u>Friday/1:00 p.m. to 2:00 p.m.</u>	<u>Hudson Street to Henderson Street</u>

**§ 190-36. Snow emergencies.**

A. Whenever snow has fallen and the accumulation is such that it covers the street or highway, or whenever a snow emergency has been declared by the municipality, an emergency shall exist and no vehicle shall be parked on the following street or highway or portion thereof:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
<u>Observer Highway</u>	<u>Both</u>	<u>Hudson Street to Henderson Street</u>

**§ 190-47. Streets designated.**

E. The following roadways are hereby designated as bicycle lanes and/or routes:

<b>Street</b>	<b>Begin</b>	<b>End</b>	<b>Class</b>
<u>Observer Highway</u>	<u>Henderson Street</u>	<u>Hudson Street</u>	<u>I</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 20, 2016**

Introduction:

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain/Present</b>	<b>Absent</b>
Ravi Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffany Fisher				
David Mello				
Ruben Ramos				
Michael Russo				
Jen Giattino, Council President				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffany Fisher				
David Mello				
Ruben Ramos				
Michael Russo				
Jen Giattino, Council President				

Approved as to Legal Form:

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

Adopted by the Hoboken City Council  
By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
On the \_\_\_\_ day of \_\_\_\_\_, 2016

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

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

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

**-or-**

Approved by the Mayor  
On the \_\_\_\_ day of \_\_\_\_\_, 2016

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

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

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

**ORDINANCE TO AMEND CHAPTER 59A, ENTITLED "DEPARTMENT OF PUBLIC SAFETY," SECTION 48 ENTITLED "TERM OF APPOINTMENT, FIREARMS, SUPERVISION" TO AMEND THE APPOINTMENT REQUIREMENTS FOR SPECIAL LAW ENFORCEMENT OFFICERS**

**WHEREAS**, the City of Hoboken utilizes Special Law Enforcement Officers in accordance with Hoboken Code Section 59A-48; and,

WHEREAS, the four month appointment period has been found to be excessively burdensome to administer, and the necessity that all reappointments be presented to the City Council furthers no real government purpose, and is inconsistent with the typical hiring methods of the City of Hoboken, and negatively impacts the authority of the Chief of Police and the Appointing Authority to effectively administer the Special Law Enforcement Officer program.

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

**SECTION ONE (additions noted in underline, deletions noted in ~~strikethrough~~):**

§ 59A-48 Term of appointment; firearms; supervision.

A.

Special law enforcement officers shall be appointed for an initial term not to exceed ~~four months~~ one year and can be separated from appointment at any time, without cause or hearing. Nothing herein shall be construed to require reappointment at the end of the initial term. The special law enforcement officers so appointed shall not be considered members of the police force whenever off duty, and their powers and duties shall cease at the expiration of the term for which appointed. Special law enforcement officers shall be reappointed for additional terms, each additional term shall be for a maximum of one year, and can be separated from appointment at any time during an additional term, without cause or hearing. All reappointments of special law enforcement officers who are active as special law enforcement officers for the City at the time of reappointment shall be made by the Appointing Authority, without the need for Council approval or consent, upon written request and recommendation of the Chief of Police.

B.

Class II Special Law Enforcement Officers shall carry, only after satisfactory completion of an approved firearms course as set forth by the Police Training Commission and when specifically authorized by the Chief of Police, a firearm issued and approved by the Police Division while on duty, in uniform and while actually engaged in their assigned public safety duties. Class II Special Law Enforcement Officers shall be issued the approved firearm at the start of their tour and shall return said firearm to the Police Desk Officer upon the completion of their tour. Class I Special Law Enforcement Officers shall have no right to carry a firearm when engaged in the actual performance of the officer's duties. No special law enforcement officer may carry a firearm except while engaged in the actual performance of the officer's official duties.

C.

The special law enforcement officer shall work under the direct supervision of the Chief of Police or, in his absence, the Police Chief's designee.

**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.

First Reading: January 20, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Jenn Giattino				

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos Jr.				
Michael Russo				
President Jenn Giattino				

Approved as to Legal Form:

\_\_\_\_\_  
, Corporation Counsel

Adopted by the Hoboken City Council  
By a Vote of \_\_\_\_ Yeas to \_\_\_\_ Nays  
On the \_\_\_\_ day of \_\_\_\_\_, 2016

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

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

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

**-or-**

Approved by the Mayor  
On the \_\_\_\_ day of \_\_\_\_\_, 2016

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