

**SPONSORED BY:** \_\_\_\_\_

**SECONDED BY** \_\_\_\_\_

**MEETING OF THE CITY COUNCIL  
OF HOBOKEN, NEW JERSEY  
MISCELLANEOUS LICENSING  
FEBRUARY 3, 2010**

**PARKING FACILITIES (\$300.00 EA.) 3 ITEMS**

STANDARD PARKING CORP.                      GARAGE @ 75 HUDSON ST.  
ONE GRAND CENTRAL PLACE, STE. 1425  
NEW YORK, NY 10165

SOVEREIGN GARAGE, LLC                      GARAGE @ 2 14TH ST  
207 7TH AVE. SUITE #407  
NEW YORK, NY 10001

INDEPENDENCE GARAGE, LLC                      GARAGE @ 2 12TH ST  
207 7TH AVE. SUITE #407  
NEW YORK, NY 10001

**VENDOR (\$100.00 EA.) 13 ITEMS**

RONALD FICAROTA  
39 NOSTRAND AVE.  
STATEN ISLAND, NY 10314

PLAYFUL PANDA  
RICHARD ROBERTS, 3RD

**SPONSORED BY:**

---

**SECONDED BY**

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14232 NATIONAL PIKE  
CLEAR SPRING, MD 21712

PLAYFUL PANDA  
JERRY ROBERTS  
14232 NATIONAL PIKE  
CLEAR SPRING, MD 21722

PLAYFUL PANDA  
GREGG ROBERTS  
14232 NATIONAL PIKE  
CLEAR SPRING, MD 21722

PLAYFUL PANDA  
RICKY LEE GATRELL  
14232 NATIONAL PIKE  
CLEAR SPRING, MD 21722

PLAYFUL PANDA  
HAROLD ROBERTS  
14232 NATIONAL PIKE  
CLEAR SPRING, MD 21722

PLAYFUL PANDA  
CHARLES GREEN, JR.  
142232 NATIONAL PIKE  
CLEAR SPRING, MD 21722

**SPONSORED BY:**

---

**SECONDED BY**

---

PLAYFUL PANDA  
FREDERICK CLIFFORD WEAVER  
14232 NATIONAL PIKE  
CLEAR SPRING, MD 21722  
PLAYFUL PANDA  
RICHARD E. ROBERTS, JR.  
14232 NATIONAL PIKE  
CLEAR SPRING, MD 21722

PATRICIA'S BALLOONS  
DANIEL KINTNER  
165 MAIN ST  
HARLEYSVILLE, PA 19438

PATRICIA'S BALLOONS  
HOWARD OTERY  
165 MAIN ST  
HARLEYSVILLE, PA 19438

PATRICIA'S BALLOONS  
ROBERT WEATHERHOLTZ  
165 MAIN ST.  
HARLEYSVILLE, PA 19438

PATRICIA'S BALLOONS  
SIEGFRIED L. HEINTZ  
165 MAIN ST.  
HARLEYSVILLE, PA 19438

**SPONSORED BY:**

---

**SECONDED BY**

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MENS CLUB HNS                      RA1329                      1 DRAWING  
OF OUR LADY OF GRACE      06/20/2010  
400 WLLow AVE.  
HOBOKEN, NJ 07030

ST. JOSEPH CHURCH      RA1330                      x1 DRAWING  
61 MONROE ST                      06/06/2010  
HOBOKEN, NJ 07030

**TAXIS, LLIVERIES, LIMOUSINES**                      **21 ITEMS**  
**(SEE ATTACHED)**

# MISCELLANEOUS LICENSES

## DRIVERS

(21 ITEMS)

LUIS M. ALMONTE	712 11 <sup>TH</sup> ST., U.C., NJ	LIMO
ANTHONY MACHUCA	51 RAVINE AVE, J.C., NJ	LIMO
SHEHATA H. BESHAI	130 W. 19 <sup>TH</sup> ST., BAY., NJ	TAXI
WALTER J. JAIME	47A-64 <sup>TH</sup> ST., W.N.Y., NJ	LIMO
JUAN CARLOS RUIZ	5510 HUDSON AVE, W.N.Y, NJ	LIMO
MOHAMED S. JALLOH	108-136 M.L.K. BLVD., J.C., NJ	LIMO
ALI SETTAR	115 FAIRVIEW AVE, J.C., NJ	LIMO
ASHRAF K. ISRAEIL	3 COLONIAL DR., BAY., NJ	TAXI
REMON FELISTINY	70 TONNELE AVE, J.C., NJ	TAXI
MOHAMED ELESALY	264 LEHIGH AVE, NEWARK, NJ	TAXI
LUIS CHUQUI	508 NEW YORK AVE, U.C., NJ	TAXI
FURCY A. ESTRELLA	807 AVENUE A, BAY., NJ	LIMO
CHARLIE RODRIGUEZ	911 18 <sup>TH</sup> ST., U.C., NJ	LIMO
ALFONSO PINILLA	124 WOODWARD ST., J.C., NJ	LIMO
JESUS A. ROBALINO	438 NEW YORK AVE., J.C., NJ	LIMO
GLENN MORROW	702 HUDSON ST., HOB., NJ	LIMO
LEWIS SHULER	100 ORIENT AVE., J.C., NJ	LIMO
STEPHANIE MARTE	32 BEECH ST., N. ARLINGTON, NJ	LIMO
GLORIA VELAZQUEZ	328 62 <sup>ND</sup> ST., W.N.Y., NJ	LIMO
ALEXIS DIAZ	218 DUNCAN AVE, JC., NJ	LIMO
JOSE R. RODRIGUEZ-PAYERO	1188 SUMMIT AVE, J.C., NJ	LIMO

**21 DRIVERS**

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

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

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

**CONFIRMING APPOINTMENT OF ERIC S. KURTA TO THE HOBOKEN  
MUNICIPAL HOSPITAL AUTHORITY FOR THE REMAINDER OF THE FIVE-YEAR  
TERM TO EXPIRE ON JUNE 30, 2014.**

**WHEREAS**, pursuant to the Code of the City of Hoboken, §36A-1, the City of Hoboken has established the Hoboken Municipal Hospital Authority; and,

**WHEREAS**, §36A-3 of the Code of the City of Hoboken provides for eleven (11) members to serve on the Authority; and,

**WHEREAS**, §36A-3 further provides that six (6) Class III public members shall be appointed to the Authority with the advice and consent of the City Council; and,

**WHEREAS**, the expiration date for the term of office for the Class III position held by Fred Tompkins was June 30, 2014; and,

**WHEREAS**, Mayor Dawn Zimmer has nominated Eric S. Kurta to this position, which is to be for the remainder of the five (5) year appointment to expire on June 30, 2014; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Hoboken hereby confirms **Eric S. Kurta, 214 Garden Street, Apartment 4, Hoboken, NJ**, to serve as a member of the Hoboken Municipal Hospital Authority for the remainder of the term of five (5) years to expire on **June 30, 2014**.

**Meeting Date: February 3, 2010**

**Approved for Content:**

\_\_\_\_\_  
**Judith L. Tripodi  
Fiscal Control Officer**

**Approved as to Form:**

  
\_\_\_\_\_  
**Michael B. Kates, Esq.  
Corporation Counsel**

Eric S. Kurta

Phone: 201.653.6565

214 Garden Street Apt 4

Mobile: 201.208.4280

Hoboken, NJ 07030

Email: [ekurta65@verizon.net](mailto:ekurta65@verizon.net)

HEALTH SERVICES PROFESSIONAL qualified for senior-level hospital / medical laboratory management where strengths in technical laboratory and clinical analysis, medical staff management, quality assurance, customer service, communications, project management, strategic planning implementation, and leadership will promote maximized departmental resources.

#### **EMPLOYMENT EXPERIENCE**

##### **HACKENSACK UNIVERSITY MEDICAL CENTER – Hackensack, NJ**

###### **Medical Laboratory Technician – Lead Tech – Open Heart Lab**

**2001-2007**

Perform and report intra-operative blood analytes to cardiac O.R.'s. Review all result reporting and charting. Ensure that all lab protocols are in accordance with current regulatory standards. Oversee QA and purchasing for department.

###### **Medical Laboratory Technician – Blood Bank**

**1991-2000**

1996-2000: Evening shift supervisor. Responsible for coordinating workflow, problem-solving, lending technical expertise and oversight to staff. Created programs to increase efficiency and timeliness while reducing errors. Created programs to reduce inventory wastage. Training and oversight of new employees. Problem resolution with nurse / physician staff.

1991-1996: Bench tech, immunohematology. Blood typing and compatibility for transfusion service. Complex incompatibility resolution.

###### **Medical Laboratory Technician – Generalist – Stat Lab**

**1989-1991**

Board-certified. Performed chemistry, hematology, immunohematology, fluid and microbiology analyses.

###### **Technical Assistant – Microbiology**

**1987-1989**

## **Real Estate – Landlord**

**1991-Present**

Own, renovated, and manage multi-unit apartment building in Hoboken.

## **EDUCATION**

Bergen Community College – AAS, Medical Laboratory Technology. GPA 4.00

New York University – BS, Health Services Management. GPA 3.96

Includes studies in healthcare finance, policy, and planning; healthcare delivery systems; and urban primary care. One year internship with Quality Management department at Bellevue Hospital Center, NYC.

Gallatin School of Individualized Study at NYU – MA (in progress) in public finance, political science, and community studies. GPA 3.92 to date.

Includes studies in governmental/non-profit/healthcare financial management and accounting, public debt financing, financial condition analysis, and performance auditing.

## **PROFESSIONAL AFFILIATIONS**

American Society of Clinical Pathologists 1989-2007.

## **CIVIC ORGANIZATIONS**

People for Open Government, Hoboken – President, 2006-2009.

First Ward Block Association – Vice-President, 2006 – Present.

Hoboken Revolt – Board member.

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

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

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

**APPOINTING \_\_\_\_\_ TO THE HOBOKEN ZONING BOARD OF ADJUSTMENT  
TO FILL A VACANCY IN A TERM TO EXPIRE ON \_\_\_\_\_.**

**WHEREAS**, pursuant to the Code of the City of Hoboken, §44-11, the City of Hoboken has established a Zoning Board of Adjustment; and,

**WHEREAS**, pursuant to a recent amendment to §44-11, members of the Zoning Board of Adjustment are now appointed by the City Council, rather than the Mayor; and,

**WHEREAS**, there is a current vacancy in the Zoning Board of Adjustment; and,

**WHEREAS**, the City Council has followed the process contemplated by the "Citizens Service Act," in applications for the position were publicly sought and reviewed, and \_\_\_\_\_ has timely submitted his/her application to the Clerk of the City of Hoboken;

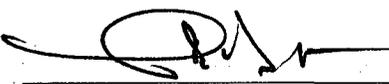
**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Hoboken hereby appoints \_\_\_\_\_, residing at \_\_\_\_\_, to serve as a member of the Hoboken Zoning Board of Adjustment to fill the vacancy, for a term to expire on \_\_\_\_\_.

**Meeting Date: February 3, 2010**

**Approved for Content:**

\_\_\_\_\_  
**Judith L. Tripodi  
Fiscal Control Officer**

**Approved as to Form:**

  
\_\_\_\_\_  
**Michael B. Kates, Esq.  
Corporation Counsel**

Introduced by: Peter Cunningham

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

**CITY OF HOBOKEN**

**RESOLUTION NO. \_\_\_\_\_**

**AFFIRMING APPOINTMENT OF THE DIRECTOR OF COMMUNITY  
DEVELOPMENT**

**WHEREAS**, the code for the City of Hoboken establishes the Department of Community Development, pursuant to the Code of the City of Hoboken, §20-1 *et seq.*; and

**WHEREAS**, Mayor Dawn Zimmer is hereby appointing **Brandy Forbes**, as the Director of Community Development, pursuant to the Code of the City of Hoboken, §20-1 *et seq.* at an annual salary of one hundred three thousand and five hundred (\$103,500.00) dollars; and

**WHEREAS**, funds are available for this purpose.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken hereby concurs with the appointment of **Brandy Forbes**, as the Director of Community Development, pursuant the Code of the City of Hoboken, §20-1 *et seq.*

**APPROVED:**

\_\_\_\_\_  
Judith L. Tripodi, Fiscal Monitor



\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

**Date: February 3, 2010**

Introduced by: Peter Cunningham

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

**CITY OF HOBOKEN**

**RESOLUTION NO. \_\_\_\_\_**

**AFFIRMING APPOINTMENT OF DIRECTOR OF THE DEPARTMENT OF  
TRANSPORTATION AND PARKING**

**WHEREAS**, the code for the City of Hoboken establishes the Department of Transportation and Parking, pursuant to the Code of the City of Hoboken, §56-8 *et seq.*; and

**WHEREAS**, Mayor Dawn Zimmer is hereby appointing **Ian Sacs, P.E.**, as the Director of the Department of Transportation and Parking, pursuant to the Code of the City of Hoboken, §56-8 *et seq.* at an annual salary of one hundred three thousand and five hundred (\$103,500.00) dollars; and

**WHEREAS**, funds are available for this purpose.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken hereby concurs with the appointment of **Ian Sacs, P.E.**, as the Director of the Department of Transportation and Parking, pursuant the Code of the City of Hoboken, §56-8 *et seq.*

**APPROVED:**

\_\_\_\_\_  
Judith L. Tripodi, Fiscal Monitor



\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

**Date: February 3, 2010**

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

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

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

**APPOINTING \_\_\_\_\_ TO THE HOBOKEN ZONING BOARD OF ADJUSTMENT  
TO FILL A VACANCY IN A TERM TO EXPIRE ON \_\_\_\_\_.**

**WHEREAS**, pursuant to the Code of the City of Hoboken, §44-11, the City of Hoboken has established a Zoning Board of Adjustment; and,

**WHEREAS**, pursuant to a recent amendment to §44-11, members of the Zoning Board of Adjustment are now appointed by the City Council, rather than the Mayor; and,

**WHEREAS**, there is a current vacancy in the Zoning Board of Adjustment; and,

**WHEREAS**, the City Council has followed the process contemplated by the "Citizens Service Act," in applications for the position were publicly sought and reviewed, and \_\_\_\_\_ has timely submitted his/her application to the Clerk of the City of Hoboken;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Hoboken hereby appoints \_\_\_\_\_, residing at \_\_\_\_\_, to serve as a member of the Hoboken Zoning Board of Adjustment to fill the vacancy, for a term to expire on \_\_\_\_\_.

**Meeting Date: February 3, 2010**

**Approved for Content:**

**Approved as to Form:**

\_\_\_\_\_  
**Judith L. Tripodi  
Fiscal Control Officer**

  
\_\_\_\_\_  
**Michael B. Kates, Esq.  
Corporation Counsel**

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

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

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

**APPOINTING \_\_\_\_\_ AS AN ALTERNATE TO THE HOBOKEN ZONING  
BOARD OF ADJUSTMENT TO FILL A VACANCY IN A TERM TO EXPIRE ON  
\_\_\_\_\_.**

**WHEREAS**, pursuant to the Code of the City of Hoboken, §44-11, the City of Hoboken has established a Zoning Board of Adjustment; and,

**WHEREAS**, pursuant to a recent amendment to §44-11, members of the Zoning Board of Adjustment are now appointed by the City Council, rather than the Mayor; and,

**WHEREAS**, §44-11(D) provides for the appointment of up to two (2) alternate members to the Zoning Board of Adjustment who serve for a term of two (2) years; and,

**WHEREAS**, there is a current vacancy for an alternate to the Zoning Board of Adjustment; and,

**WHEREAS**, this term is set to expire on \_\_\_\_\_; and,

**WHEREAS**, the City Council has followed the process contemplated by the "Citizens Service Act," in applications for the position were publicly sought and reviewed, and \_\_\_\_\_ has timely submitted his/her application to the Clerk of the City of Hoboken;

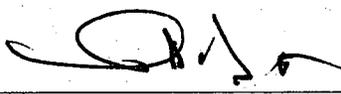
**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Hoboken hereby appoints \_\_\_\_\_, residing at \_\_\_\_\_, to fill the vacant position of alternate member of the Hoboken Zoning Board of Adjustment for a term to expire on \_\_\_\_\_.

**Meeting Date: February 3, 2010**

**Approved for Content:**

\_\_\_\_\_  
**Judith L. Tripodi  
Fiscal Control Officer**

**Approved as to Form:**

  
\_\_\_\_\_  
**Michael B. Kates, Esq.  
Corporation Counsel**

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

**Seconded By:** \_\_\_\_\_

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

**RESOLUTION AUTHORIZING THE CLOSURE OF A BANK  
ACCOUNT AT THE RECOMMENDATION OF THE  
DEPARTMENT OF REVENUE AND FINANCE**

**WHEREAS,** The Department of Revenue and Finance of the City of Hoboken has recommended the closure of the following Bank Accounts which have been dormant:

City of Hoboken Collector of Revenue Redemption	#4144012046
City of Hoboken Public Fund Checking	#7057005283

**NOW, THEREFORE, BE IT RESOLVED,** that the Department of Revenue & Finance be and is hereby authorized to close the aforementioned bank account and to execute any and all documents necessary for the closure of said accounts; and be it further

**RESOLVED,** that the Capital One Bank, which administer the accounts noted above shall be furnished with a certified copy of this resolution.

**MEETING:** February 3, 2010

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Judith L. Tripodi**  
**State Fiscal Monitor**

  
\_\_\_\_\_  
**Michael B. Kates**  
**Corporation Counsel**

**CITY OF HOBOKEN**  
**Division of Revenue and Finance**

**DAWN ZIMMER**  
Acting Mayor



**NICK TRASENTE**  
Finance Director

**GEORGE DESTEFANO**  
Chief Financial Officer

January 27, 2010

Via fax: 201-420-1431  
Joyce Narain  
Capital One Bank  
300 Washington Street  
Hoboken, NJ 07030

**Re: Closure of Account**

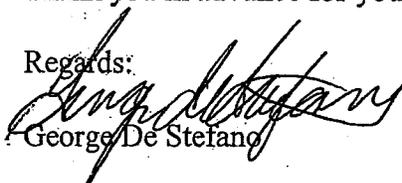
Dear Joyce:

Could you please close the City of Hoboken Collector of Revenue Premium #4144012046 (statement attached) and issue a check to the City of Hoboken in the amount of \$1.82.

Please let me know when the check will be available for pick up.

Thank you in advance for your prompt attention.

Regards:

  
George De Stefano



Direct inquiries to Customer Service  
(877) 694-9111

CITY OF HOBOKEN  
COLLECTOR OF REVENUE PREMIUM  
94 WASHINGTON ST  
HOBOKEN NJ 07030-4556

17986



0 ENCLOSURES Page 1

Public Fund Checking with Interest

414401 204 6

Opening balance	12-01-09	1.82
+Deposits/Credits	0	0.00
-Checks/Debits	0	0.00
-Service charge		0.00
Ending balance	12-31-09	1.82
Days in Statement Period	31	

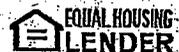
INTEREST INFORMATION

Average Daily Balance	1.82
Days in Earnings Period	31
Interest Earned	0.00
Annual Percentage Yield Earned	0.00 %

END OF STATEMENT

Capital One Bank is a trade name of Capital One, N. A.  
and does not refer to a separately insured institution.

Capital One, N.A., Member FDIC



HINSLIN

0-0

00017986

COLR0848 6056 0034 108 07 100103 PAGE 00001 OF 00001



Direct inquiries to Customer Service  
(877) 694-9111

CITY OF HOBOKEN  
COLLECTOR OF REVENUE PREMIUM  
94 WASHINGTON ST  
HOBOKEN NJ 07030-4556

58791

*11/24/09*  
*George - Would you*  
*please close out*  
*this A/c. It is*  
*inactive but has*  
*\$ 1.82 Balance.*  
*Thank you,*  
*M. P.*



0 ENCLOSURES Page 1

Public Fund Checking with Interest 414401 204 6

Opening balance	10-01-09	1.82 ✓
+Deposits/Credits	0	0.00
-Checks/Debits	0	0.00
-Service charge		0.00
Ending balance	10-31-09	1.82 ✓
Days in Statement Period	31	

INTEREST INFORMATION

Average Daily Balance	1.82
Days in Earnings Period	31
Interest Earned	0.00
Annual Percentage Yield Earned	0.00 %

0-0

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97 091031 PAGE 00001 OF 00001

COLR0948 6056 0034 106

END OF STATEMENT

Capital One Bank is a trade name of Capital One, N. A.  
and does not refer to a separately insured institution.

Capital One, N.A., Member FDIC EQUAL HOUSING LENDER

HNSTL

**George DeStefano**

**From:** Maria Pepe [mpepe@hobokennj.org]  
**Sent:** Monday, January 25, 2010 2:02 PM  
**To:** gdestefano@hobokennj.org  
**Cc:** apapa@hobokennj.org; ntrasente@hobokennj.org  
**Subject:** Capital One Bank

George,

We have a Capital One Bank account # 414-401-204-6 that has approx. \$1.82 balance. This account appears to be an old tax premium account.

Could you please close this old account.

Thank you.

1/27/2010

TRANSMISSION VERIFICATION REPORT

TIME : 01/26/2010 23:00  
NAME : HOBOKEN FINANCE  
FAX : 2014202019  
SER.# : BROM6F115120

DATE, TIME	01/26 22:59
FAX NO./NAME	2014201431
DURATION	00:00:37
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

**CITY OF HOBOKEN**  
**Division of Revenue and Finance**

**DAWN ZIMMER**  
Acting Mayor



**NICK TRASENTE**  
Finance Director

**GEORGE DESTEFANO**  
Chief Financial Officer

January 27, 2010

Via fax: 201-420-1431  
Joyce Narain  
Capital One Bank  
300 Washington Street  
Hoboken, NJ 07030

**Re: Closure of Account**

Dear Joyce:

Could you please close the City of Hoboken Collector of Revenue Premium #4144012046 (statement attached) and issue a check to the City of Hoboken in the amount of \$1.82.

Please let me know when check will be available for pick up.

Thank you in advance for your prompt attention.

Regards:

**CITY OF HOBOKEN**  
**Division of Revenue and Finance**

**DAWN ZIMMER**  
**Acting Mavor**



**NICK TRASENTE**  
**Finance Director**

**GEORGE DESTEFANO**  
**Chief Financial Officer**

**September 04, 2009**

Via fax: 201-420-1431  
Joyce Narain  
Capital One Bank  
300 Washington Street  
Hoboken, NJ 07030

**Re: Closure of Account**

Dear Joyce:

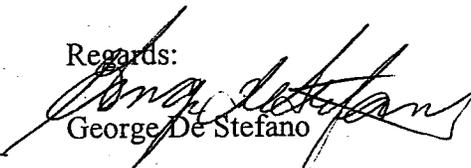
Could you please close the City of Hoboken Money Market Account # 7057005283 (statement attached) and wire transfer the balance to:

City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030

Account Name: Federal & State Grant Fund  
Account NO. 3982549628  
ABA: 021201503

Thank you in advance for your prompt attention.

Regards:

  
George DeStefano

cc: Nick Trasente -- Director of Finance



Direct inquiries to Customer Service  
(877) 694-9111

CITY OF HOBOKEN  
94 WASHINGTON ST  
HOBOKEN NJ 070304556

45038



0 ENCLOSURES Page 1

Public Fund Checking with Interest ..... 705700 528 3

Opening balance	07-01-09	2,033,775.49
+Deposits/Credits	0	0.00
-Checks/Debits	0	0.00
-Service charge		0.00
+Interest paid		1,295.89
Ending balance	07-31-09	2,035,071.38
Days in Statement Period	31	

**INTEREST INFORMATION**

Average Daily Balance	2,033,775.49
Days in Earnings Period	31
Interest Earned	1,295.89
Annual Percentage Yield Earned	0.75 %
Interest Paid this Year	9,386.90

DATE	DESCRIPTION	CHECK#	DEBITS	CREDITS	BALANCE
	Beginning Balance				2,033,775.49
07-31	Interest paid			1,295.89	2,035,071.38
	Ending balance				2,035,071.38

END OF STATEMENT

Capital One Bank is a trade name of Capital One, N. A.  
and does not refer to a separately insured institution.

Capital One, N.A., Member FDIC EQUAL HOUSING LENDER

HNST

0-0

00045038

COLR0840 6056 0034 108 07 090802 PAGE 0001 OF 0001

TRANSMISSION VERIFICATION REPORT

TIME : 09/03/2009 21:34  
NAME : HOBOKEN FINANCE  
FAX : 2014202019  
SER.# : BROM6F115120

DATE, TIME	09/03 21:33
FAX NO./NAME	92014201431
DURATION	00:00:37
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

**CITY OF HOBOKEN**  
**Division of Revenue and Finance**

**DAWN ZIMMER**  
Acting Mayor



**NICK TRASENTE**  
Finance Director

**GEORGE DESTEFANO**  
Chief Financial Officer

September 04, 2009

Via fax: 201-420-1431  
Joyce Narain  
Capital One Bank  
300 Washington Street  
Hoboken, NJ 07030

Re: Closure of Account

Dear Joyce:

Could you please close the City of Hoboken Money Market Account # 7057005283 (statement attached) and wire transfer the balance to:

City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030

Account Name: Federal & State Grant Fund  
Account NO. 3982549628



OUTGOING WIRE FUNDS TRANSFER

REGION: NJ BRANCH/DEPT: HOBOKEN 414 OFFICER: NB414
WIRE TYPE: Domestic COUNTRY CODE: CASE NO: 24916305
AMOUNT OF WIRE: \$2,036,368.09 FEE: \$0.00
ACCOUNT BALANCE PRIOR TO WIRE: \$2,036,368.09 COST CENTER: 46801
ACCOUNT NO. TO DEBIT: 7057005283
TITLE/ADDRESS: CITY OF HOBOKEN
94 WASHINGTON ST
HOBOKEN NJ 070304556
CUSTOMER PHONE NO:
CUSTOMER REQUESTING TRANSFER: GEORGE DE STEFANO

BENEFICIARY INFORMATION

BENEFICIARY ACCOUNT NO: 3982549628
BENEFICIARY NAME: CITY OF HOBOKEN
BENEFICIARY ADDRESS: 94 WASHINGTON STREET
HOBOKEN NEW JERSEY 07030

ADDITIONAL INFO: (ORIG TO BEHE)

FINANCIAL INSTITUTION INFORMATION

RECEIVING BANK NAME: ROUTING NO: 021201503
BENEFICIARY BANK ID: 021201503 BENEFICIARY BANK ID CODE: ABA
BENEFICIARY BANK NAME: TD BANK NORTH
BENEFICIARY BANK ADDRESS: HOBOKEN
NEW JERSEY 07030

INTERMEDIARY BANK ID: INTERMEDIARY BANK ID CODE:
INTERMEDIARY BANK NAME:
INTERMEDIARY BANK ADDRESS:

BANK TO BANK INFO: FEDERAL AND STATE GRANT FUND

REFERENCE #:

ID VERIFIED BY: Joyce Ware DATE: 9-4-09
CALL BACK SIGNATURE FOR PHONE OR FAX: DATE: 9-4-09
APPROVER'S SIGNATURE: DATE: 9-4-09

I acknowledge receipt of and agree to the terms and conditions of the Wire Funds Transfer Disclosure Statement and Agreement.

CUSTOMER'S SIGNATURE: George DeStefano DATE: 9-4-09
Stated Request

DATE: 09/04/2009 TIME: 11:13:34 AM USER ID: AFK204P



OUTGOING WIRE FUNDS KYC FORM

REGION: NJ

BRANCH/DEPT: HOBOKEN 414

CASE NO: 24916305

ACCOUNT NO: 7057005283

TITLE/ADDRESS: CITY OF HOBOKEN
94 WASHINGTON ST
HOBOKEN NJ 070304556

REQUESTER NAME: GEORGE DE STEFANO

METHOD REQUEST RECEIVED: Fax

PRIMARY VERIFICATION: Signature [Handwritten Signature]
COMMENTS: Signature of Resoluta, also known as [Handwritten Initials]

SECONDARY VERIFICATION:

COMMENTS:

CALL BACK DETAILS

PERSON SIGNATURE: George DeStefano
PHONE NO: (201)420-2032
VERIFICATION DETAILS: verified all personal info

TEST QUESTIONS (if applicable)

- 1. What is your date of birth?
2. What is the TOLL FREE of the account? 22-6001993
3. What are the last 4 digits of the phone number of the account? 2032
4. What is the date and the amount of the last deposit to the account? 2,001,000.00
5. What is the zip code of the account? 07030
6. What is the address of the account? 94 WASHINGTON STREET HOBOKEN NJ 07030

DATE: 12/11/11 TIME: 11:23:43 AM USER ID: PRA540P

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

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

Resolution No.  
\_\_\_\_\_

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY  
APPROPRIATIONS FOR THE SFY 2010 BUDGET**

WHEREAS, the City of Hoboken is expected to enter into contracts, commitments or payments prior to the adoption of the SFY 2010 budget and no adequate provision has been made in the SFY 2010 temporary budget for the aforesaid purposes, and

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

WHEREAS, the total emergency appropriation resolutions adopted in SFY 2010 pursuant to the provisions of N.J.S.A. 40A:4-20 including this resolution total \$72,345,609.64 for Current Expenses and \$6,186,826.39 for the Parking Utility.

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

- 1) Emergency temporary appropriations be and the same are hereby made in the amount of \$11,337,327.00
- 2) for Current Expenses and \$706,000.00 for the Parking Utility as follows:

MEETING: February 3, 2010

APPROVED FOR CONTENT:  
FORM:

\_\_\_\_\_  
Judith L. Tripodi  
Fiscal Control Officer

APPROVED AS TO

  
\_\_\_\_\_  
Michael B. Kates  
Corporation Counsel



City of Hoboken			
Temporary Appropriations			
SFY 2010			
			Meeting
Operations Within CAPS			2/3/2010
Office of Tax Assessor	0-01-20-150-011	S/W	50,500.00
	0-01-20-150-021	O/E	5,000.00
Human Services Director	0-01-27-330-011	S/W	26,000.00
	0-01-27-330-021	O/E	
Rent Leveling	0-01-27-347-011	S/W	10,000.00
	0-01-27-347-021	O/E	
Housing Inspection	0-01-21-187-011	S/W	
	0-01-21-187-021	O/E	700.00
Transportation	0-01-27-348-011	S/W	
	0-01-27-348-021	O/E	
Health	0-01-27-332-011	S/W	55,000.00
	0-01-27-332-021	O/E	20,000.00
Senior Citizens	0-01-27-336-011	S/W	50,000.00
	0-01-27-336-021	O/E	2,000.00
Recreation & Cultural Affairs	0-01-28-370-011	S/W	35,000.00
	0-01-28-370-021	O/E	10,000.00
Cultural Affaris	0-01-27-176-011	S/W	10,000.00
	0-01-27-176-021	O/E	
Director Environmental Svc	0-01-26-290-011	S/W	18,000.00
	0-01-26-290-021	O/E	3,805.00
Parks	0-01-28-375-011	S/W	95,000.00
	0-01-28-375-021	O/E	20,000.00
Public Property	0-01-28-377-011	S/W	98,000.00
	0-01-28-377-021	O/E	30,000.00
Streets & Roads	0-01-26-291-011	S/W	599,000.00
	0-01-26-291-021	O/E	19,017.00
Emergency Road Repair	0-01-40-701-040	O/E	
Central Garage	0-01-26-301-011	S/W	35,000.00
	0-01-26-301-021	O/E	40,000.00
Sanitation	0-01-26-305-011	S/W	
	0-01-26-305-021	O/E	983,776.00
Director Community Develop	0-01-20-160-011	S/W	17,000.00
	0-01-20-160-021	O/E	
Grants Management	0-01-20-116-011	S/W	
	0-01-20-116-021	O/E	750.00
Waterfront Development	0-01-31-462-000	O/E	
Planning Board	0-01-21-180-011	S/W	13,000.00
	0-01-21-180-021	O/E	
Zoning Board of Adjustments	0-01-21-185-021	O/E	5,000.00
Redevelopment	0-01-21-181-000	O/E	15,000.00
Historic Preservation Comm	0-01-20-175-021	O/E	
Police	0-01-25-241-011	S/W	1,900,000.00
	0-01-25-241-021	O/E	65,000.00



				<b>City of Hoboken</b>
				<b>Temporary Appropriations</b>
				<b>SFY 2010</b>
				<b>Meeting</b>
				<b>2/3/2010</b>
	<b>Operations Within CAPS</b>			
				<b>232,000.00</b>
	<b>Subtotal Statutory Expenditures</b>			
	<b>Outside Caps</b>			
	Maintenance of Free Public Library	0-01-29-390-021		
	Public Employee Retirement	0-01-36-471-000		
	Hoboken Housing Authority			
	Police SW	0-01-44-101-011		
	Matching Funds for Grant	0-01-46-892-001		
	<b>Subtotal Outside caps</b>			<b>0.00</b>
	<b>Total Appropriations Included in 26.25% limit</b>			<b>11,280,651.00</b>
	<b>Capital Improvements Outside "CAPS"</b>			
	Capital Improvement Fund	0-01-44-900-001		
	Computer Technology upgrades	0-01-44-900-002		
	Emergency Repair City Piers	0-01-44-900-003		
	<b>Total Capital Improvements From CAP</b>			<b>0.00</b>
	<b>Municipal Debt Service</b>			
	Payment Bond Principal	0-01-45-900-001		
	Interest on Bonds	0-01-45-930-000		
	Interest on Notes	0-01-45-935-000		
	Interest on Tax Anticipation Notes	0-01-45-936-000		
	BAN Notes Principle	0-01-45-925-000		
	Green Trust Loan Repayment	0-01-45-940-001		
	Underground Storage Tank Loan	0-01-45-940-020		
	Interest of Garage Sale	0-01-45-937-001		
	Principal on HCIA Police Car	0-01-45-937-020		
	<b>Total Municipal Debt</b>			<b>0.00</b>
	Judgement			56,676.00
	<b>Total</b>			<b>11,337,327.00</b>
	<b>Grants</b>			
	<b>Deferred Charges</b>			
	Overexpenditure 2 of 7			
	<b>Total Temporary Municipal Budget</b>			<b>11,337,327.00</b>

		<b>City of Hoboken</b>	
		<b>Temporary Appropriations</b>	
		<b>SFY 2010</b>	
			<b>Meeting</b>
			<b>2/3/2010</b>
	<b>Operations Within CAPS</b>		
	<b>Parking Utility</b>		
	Salary Wages	0-31-55-501-100	306,000.00
	Other Expenses	0-31-55-502-200	400,000.00
	Group Health	0-31-55-506-000	
	Capital Improvement		
	Capital Outlay		
	<b>Statutory Expenditures</b>		
	Public Employee Retirement System	0-31-55-541-100	
	Social Security System	0-31-55-541-020	
	Unemployment Compensation Insurance	0-31-55-541-300	
	<b>Total Appropriations Included in 26.25% limit</b>		<b>706,000.00</b>
	<b>Debt Service</b>		
	Payment of Bond Principal	0-31-55-503-000	
	Interest on Bonds	0-31-55-504-000	
	Payment of Note Interest (916)	0-31-55-503-010	
	Payment of Note Principal (916)	0-31-55-505-000	
	Trustee Fee	0-31-55-503-050	
	<b>Total Parking Debt</b>		<b>0.00</b>
	<b>Total Temporary Parking Utility Budget</b>		<b>706,000.00</b>

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

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

**CITY OF HOBOKEN**

**RESOLUTION NO. \_\_\_\_\_**

**REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL  
GOVERNMENT  
SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR DONATIONS FOR ST.  
PATRICK'S DAY PURSUANT TO N.J.S.A. 40A:4-39.**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance, and

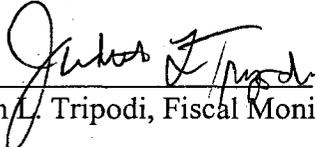
**WHEREAS**, N.J.S.A. 40A:4-39 allows municipalities to receive amounts for costs incurred for Donations for St. Patrick's Day, and

**WHEREAS**, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider,

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

1. The Mayor and Council hereby request permission of the Director of the Division of Local Government Services to pay expenditures for Donations for St. Patrick's Day as per N.J.S.A. 40A:4-39.
2. The municipal clerk of the City of Hoboken is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

**APPROVED:**

  
 \_\_\_\_\_  
 Judith L. Tripodi, Fiscal Monitor

  
 \_\_\_\_\_  
 Michael B. Kates, Corporation Counsel

I certify this to be a true copy of  
Resolution  
Adopted by Mayor and Council on  
**February 3, 2010**

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

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

**CITY OF HOBOKEN**

**RESOLUTION NO. \_\_\_\_\_**

**REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER FOR SAFE TEEN DRIVING PROGRAM PURSUANT TO N.J.S.A. 40A:4-39.**

**WHEREAS**, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonable accurate estimates in advance, and

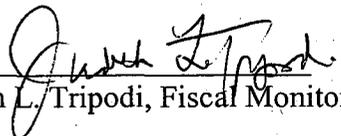
**WHEREAS**, N.J.S.A. 40A:4-39 allows municipalities to receive amounts for costs incurred for Safe Teen Driving Program, and

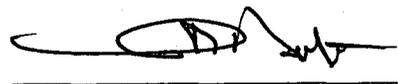
**WHEREAS**, N.J.S.A. 40A:4-39 provides that the Director of the Division of Local Government Services may approve expenditures of monies by dedication by rider,

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

1. The Mayor and Council hereby request permission of the Director of the Division of Local Government Services to pay expenditures for Safe Teen Driving Program as per N.J.S.A. 40A:4-39.
2. The municipal clerk of the City of Hoboken is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

**APPROVED:**

  
 Judith L. Tripodi, Fiscal Monitor

  
 Michael B. Kates, Corporation Counsel

I certify this to be a true copy of  
 Resolution  
 Adopted by Mayor and Council on  
**February 3, 2010**

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

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

**THIS RESOLUTION AWARDS A PROFESSIONAL SERVICES CONTRACT TO CMX, INC. FOR THE DEVELOPMENT OF A HYDRAULIC LIFT REMEDIAL ACTION PLAN FOR THE MUNICIPAL GARAGE.**

WHEREAS, a proposal was received on 4 January 2010 for a Hydraulic Lift Remedial Action Plan for the Municipal Garage, and

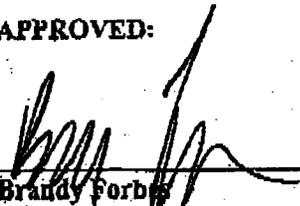
WHEREAS, said proposal has been deemed acceptable based upon the recommendation of the firm of Scarinci, Hollenbeck, LLC.

NOW THEREFORE BE IT RESOLVED as follows:

- A. This resolution awards a contract to CMX, Inc., in an amount not to exceed \$57,336.00, for the tasks outlined in the attached proposal.
- B. Pursuant to the provisions of N.J.S.A. 40A:11-5(1)(a)(i), the Mayor or his agent is hereby authorized to enter into an Agreement with CMX, Inc.
- C. This resolution shall take effect immediately upon passage.

Meeting of: 3 February 2010

APPROVED:

  
\_\_\_\_\_  
Brandy Forbes  
Director Community Development

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Kates  
Corporation Counsel

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

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

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

**THIS RESOLUTION AWARDS A PROFESSIONAL SERVICES CONTRACT TO CMX, INC. FOR THE DEVELOPMENT OF A HYDRAULIC LIFT REMEDIAL ACTION PLAN FOR THE MUNICIPAL GARAGE.**

WHEREAS, a proposal was received on 4 January 2010 for a Hydraulic Lift Remedial Action Plan for the Municipal Garage, and

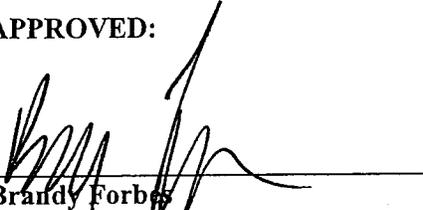
WHEREAS, said proposal has been deemed acceptable based upon the recommendation of the firm of Scarinci, Hollenbeck, LLC.

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- A. This resolution awards a contract to CMX, Inc., in an amount not to exceed \$57,336.00, for the tasks outlined in the attached proposal.
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- C. This resolution shall take effect immediately upon passage.

Meeting of: 3 February 2010

APPROVED:

  
\_\_\_\_\_  
Brandy Forbes  
Director Community Development

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Kates  
Corporation Counsel

**CHIEF FINANCIAL OFFICER'S CERTIFICATION**  
**OF AVAILABILITY OF FUNDS**  
**FOR CONTRACT AWARDS**

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$57,336.00 is available in the following appropriations:

These funds are to be paid from the Redevelopment Administration Trust Fund #T-03-40-000-028 are sufficient to meet the contractual commitment providing for:

**Hydraulic Lift Remedial Action Plan**

and awarded to the following vendor:

**CMX, Inc.**  
**200 State Highway Nine**  
**Manalapan, NJ 07726-0900**

I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

\_\_\_\_\_  
Chief Financial Officer

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



January 4, 2010

Michael B. Kates, Esq.  
Corporation Counsel  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

RE: Proposal for Hydraulic Lift Remedial Action  
Hoboken Department of Public Works Facility  
256 Observer Highway  
Hoboken, Hudson County, NJ  
Our Project Number 080104402

Dear Mr. Kates:

CMX is pleased to submit this proposal to assist the City of Hoboken with remediation of soils at the referenced facility. The proposed scope of work and budget is based on the recent site meeting with NJDEP and discussions with John Scagnelli of Scarinci Hollenbeck, LLC. This work is being proposed as an extension of the ongoing investigation and remediation at the site.

The proposed scope of work involves the following activities:

1. Pre-mobilization activities including preparation of a site-specific health and safety plan; arrangements for a public utility markout and overall project coordination
2. Site Mobilization and removal of an approximately 30- by 30-foot area of the garage floor and offsite disposal of the concrete debris
3. Cleaning, removal and disposal of the hydraulic lift reservoirs
4. Excavation and offsite disposal of an estimated 100 to 300 tons of soil contaminated by hydraulic oil
5. Post-excavation soil sampling and laboratory analysis
6. Backfilling of the excavation with certified clean fill and demobilization
7. Reporting

The field program is expected to take up to three (3) days to complete. We have also included an optional task to replace the concrete floor, if requested by the City. Following is a brief description of the proposed tasks:

#### 1.0 Pre-Mobilization Activities

CMX will prepare a concise site-specific health and safety plan (HASP) for use during this work. The HASP will be based on previous work at the site and will be provided to comply with N.J.A.C. 7:26E-1.10. CMX will arrange with our proposed subcontractor, Prime Environmental, Inc. (Prime) of Morris Plains, New Jersey, to complete a public utility markout in accordance with New Jersey regulations. Our budget for this task also includes up to 8 hours for CMX to attend meetings and participate in conferences as directed by the City.

**WORKING TOGETHER FOR A BETTER TOMORROW®**

JUSTIN CORPORATE CENTER, 200 STATE HIGHWAY NINE | PO BOX 900 | MANALAPAN, NJ 07726-0900  
TEL 732.577.9000 | FAX 732.577.9888 | WWW.CMXENGINEERING.COM

NEW JERSEY PENNSYLVANIA NEW YORK MARYLAND FLORIDA

## 2.0 Mobilization and Concrete Removal

CMX and Prime will mobilize personnel, equipment and materials to the site. Prime will sawcut an approximately 30- by 30-foot area of existing concrete floor. The concrete will be broken up using a hydraulic hammer and disposed offsite as non-hazardous industrial waste. Pricing for this project is based on non-union labor. It is estimated that this task will be completed during the first field day.

## 3.0 Cleaning, Removal and Disposal of Hydraulic Reservoirs

Prime will clean and remove the existing hydraulic reservoirs. Residual fluids will be containerized in a 55-gallon steel drum and disposed offsite as waste oil. This proposal assumes up to one 55-gallon drum of waste oil will be generated during this work. CMX will inspect the hydraulic reservoirs for evidence of leaks and document the condition of the reservoirs upon removal. This task will be performed with other activities during the first and second field days.

## 4.0 Soil Excavation and Disposal

CMX will coordinate soil excavation by Prime. Soils that exhibit evidence of contamination will be excavated and placed into dump trailers for offsite disposal. For purposes of this proposal, CMX estimates that the excavation will be a maximum of eight (8) feet deep. This proposal does not include any structural support systems. During excavation, the contractor will maintain a minimum 1 to 1 slope from the edge to the floor of the excavation. Work will be halted immediately if the excavation shows any evidence of undermining the floor. This approach will allow for excavation of up to approximately 160 cubic yards of soil or an estimated 300 tons. Our proposal includes excavation and offsite disposal of 100 to 300 tons of soil. We have provided a range of costs for your information. For purposes of this proposal, it is assumed that the soil can be transported and disposed as non-hazardous solid waste. It is estimated that this task will be largely completed during the second field day.

## 5.0 Post-Excavation Sampling and Analysis

CMX will collect post-excavation soil samples to document the condition of soil remaining at the site. Our budget includes collection and analysis of up to post-excavation soil samples as follows:

- Four sidewall samples
- One or two bottom samples
- One laboratory-blind duplicate quality control sample

The seven samples will be analyzed for petroleum hydrocarbons (PHC) using an accelerated, one-week laboratory turnaround time. Contingency sample analyses will be required if PHC concentrations exceed 100 milligrams per kilogram. In this case up to two (2) of the sidewall and/or bottom samples as well as the duplicate sample will be analyzed for polycyclic aromatic hydrocarbons (PAH) in accordance with N.J.A.C. 7:26E Table 2-1.

If PAH results exceed NJDEP impact to groundwater soil screening levels a second set of contingency analyses will be needed. In this case, CMX will direct the laboratory to reanalyze the samples for PAHs using synthetic precipitation leachate procedure (SPLP) to assist in developing site-specific impact to groundwater concentrations per current NJDEP guidance. Fieldwork for this task will be performed during the second field day.

## 6.0 Excavation Backfilling and Demobilization

The excavation will be backfilled with certified clean fill material. CMX proposes to use ¾ inch quarry process stone for backfill. The backfill will be placed in loose lifts not to exceed 2 feet in thickness and tamped. The proposed scope of work does not include engineering or compaction testing of the backfill material. Our proposal includes pricing for 100 to 300 tons of certified clean fill material. Following

completion of backfilling, CMX and Prime will demobilize equipment and materials from the site. It is estimated that this work will be completed during the third field day.

#### 7.0 Reporting

CMX will expand the Remedial Action Report (RAR), previously authorized for this project, to include documentation of the work described herein. Our reporting budget includes the following:

- Evaluation of post-excavation data and tabulation of results with NJDEP direct-contact soil remediation standards;
- Development of site-specific impact to groundwater concentrations, if necessary;
- Preparation of electronic data deliverables;
- Documentation of excavation and disposal activities;
- Clean fill certification

This information will be added to the overall RAR for the site. This proposal does not include a stand-alone report.

#### 8.0 Optional Task-Concrete Repair

If requested by the City, CMX and Prime will replace the 30- by 30-foot section of concrete that was removed for this project. Concrete repair would add a fourth day to the field program.

#### Cost Estimate

Following is our range of estimated costs to implement the proposed scope of work:

Task 1 - Pre-Mobilization Activities .....	\$3,840
Task 2 - Mobilization and Concrete Removal.....	\$8,150
Task 3 - Cleaning and Removal of Hydraulic Reservoirs.....	\$391
Task 4 - Soil Excavation and Disposal (100 to 300 tons).....	\$11,009 to \$25,959
Task 5 - Post-Excavation Sampling and Analysis <sup>1</sup> .....	\$2,090 to \$3,212
Task 6 - Excavation Backfilling and Demobilization (100 to 300 tons) .....	\$5,699 to \$12,369
Task 7 - Reporting.....	\$3,460
Total Work Proposed .....	\$34,594 to \$57,336
Optional Task 8 - Concrete Repair.....	\$11,489

We suggest that the City of Hoboken allocate an estimated budget of \$34,594 to \$57,336.00 for the services described in Tasks 1.0 through 7.0 to be invoiced monthly on a Time and Materials basis.

All services provided will be invoiced monthly and will be performed in accordance with the enclosed General Conditions of Service. Time and Materials services, including outside copying charges, will be invoiced based on the Schedule of Billable Hourly Rates/Expenses In effect at the time that the work is performed. Work will commence upon our receipt of a signed copy of this proposal and any required municipal resolution(s) and/or purchase orders.

<sup>1</sup> Range in estimated cost for analysis is based on whether analysis of contingency samples is required.

080104403

Michael B. Kates, Esq.

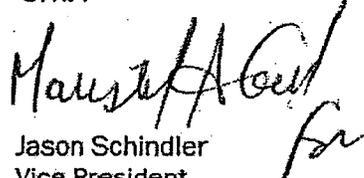
January 4, 2010

Page 4

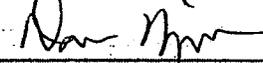
We appreciate the opportunity to continue working with you on this project. Please contact me should you have any questions or require additional information.

Very truly yours,

CMX

  
Jason Schindler  
Vice President

Accepted by:



The City of Hoboken



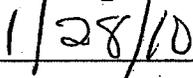
Name



Title

As Authorized Agent for the City of Hoboken

Date:



Enclosure, General Conditions

JMS:

c: Neil Jiorle, w/o encl.

\\s00fsr01\project\2008\0801044\00\Proposal 2009-12-31 Hyd Lift RA\Hyd Lift RA prop 1-04-2010.doc

**CMX**

**HOBOKEN SCHEDULE OF BILLABLE HOURLY RATES / EXPENSES**

Our personnel provide consulting services at varying levels of experience, knowledge and responsibility in the following areas of expertise:

**ENGINEERING SERVICES**

**OTHER TECHNICAL SERVICES**

<input type="checkbox"/> Civil	<input type="checkbox"/> Traffic	<input type="checkbox"/> Environmental	<input type="checkbox"/> Regulatory Compliance
<input type="checkbox"/> Electrical	<input type="checkbox"/> Transportation	<input type="checkbox"/> Geotechnical	<input type="checkbox"/> Surveying
<input type="checkbox"/> Mechanical	<input type="checkbox"/> Water Resources	<input type="checkbox"/> Landscape Design	<input type="checkbox"/> Telecommunications
<input type="checkbox"/> Structural	<input type="checkbox"/> Construction Mgmt.	<input type="checkbox"/> Planning	<input type="checkbox"/> GIS

<u>TITLE</u>	<u>RATE</u>
Technical Assistant	\$ 40.00
Senior Technician	\$ 60.00
Assistant Technical Professional	\$ 70.00
Technical Professional	\$ 95.00
Senior Professional	\$ 105.00
Project Professional	\$ 115.00
Senior Project Professional	\$ 125.00
Technical Manager	\$ 135.00
Senior Technical Manager	\$ 135.00
Project Manager	\$ 140.00
Senior Project Manager	\$ 140.00
Principal Project Mgr.	\$ 145.00
Principal	\$ 145.00

<u>EXPENSES</u>	
Photocopies	0.25 per copy
Blueprint Reproduction	0.35 per square foot
Other Reproduction	Square foot rate subject to type of material used
Special Mailings/Delivery	Rates subject to priority, weight & distance
Facsimile Transmission	\$ 2.00 per page
CADD	\$23.75 per hour
Microsystem Computer Usage	\$ 9.25 per hour
GPS & Robotic Survey Equipment	Per attached unit rate schedule
Equipment, Laboratory & Expendable Supplies	Per attached unit rate schedule
Transportation Expenses	Prevailing IRS rate
Other Direct Costs	Cost plus 15% to include, but not limited to subcontractors, supplies and other materials

**CMX**

**HOBOKEN SCHEDULE OF BILLABLE HOURLY RATES / EXPENSES**

Our personnel provide consulting services at varying levels of experience, knowledge and responsibility in the following areas of expertise:

**ENGINEERING SERVICES**

**OTHER TECHNICAL SERVICES**

<input type="checkbox"/> Civil	<input type="checkbox"/> Traffic	<input type="checkbox"/> Environmental	<input type="checkbox"/> Regulatory Compliance
<input type="checkbox"/> Electrical	<input type="checkbox"/> Transportation	<input type="checkbox"/> Geotechnical	<input type="checkbox"/> Surveying
<input type="checkbox"/> Mechanical	<input type="checkbox"/> Water Resources	<input type="checkbox"/> Landscape Design	<input type="checkbox"/> Telecommunications
<input type="checkbox"/> Structural	<input type="checkbox"/> Construction Mgmt.	<input type="checkbox"/> Planning	<input type="checkbox"/> GIS

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Equipment, Laboratory & Expendable Supplies	Per attached unit rate schedule
Transportation Expenses	Prevailing IRS rate
Other Direct Costs	Cost plus 15% to include, but not limited to subcontractors, supplies and other materials

**CMX, INC.**  
**GENERAL CONDITIONS OF SERVICE**

Client: City of Hoboken  
Project: Hoboken DPW Redevelopment  
Project Number: 080104404  
Date: December 30, 2009

The terms and conditions which shall govern the performance of services pursuant to this Agreement are set forth below.

**RETAINER.** The Client shall make an initial retainer payment of \$0 upon execution of this Agreement. CMX, INC. (CMX) will hold and apply this retainer against the final outstanding invoice.

**REIMBURSABLE EXPENSES.** Client shall pay CMX for reimbursable expenses, including application fees, printing and reproduction, courier and express delivery service, bulk/special mailings, facsimile transmissions, computer design technology, specialized equipment and laboratory charges, GPS Survey Equipment usage, other costs of acquiring materials specifically for Client and related charges. The reimbursable expenses will be added to each monthly invoice.

**INVOICES.** CMX shall submit invoices monthly and payment in full is due upon presentation. Time shall be billed at a minimum increment of 0.25 hour.

**INTEREST.** An account will be considered "PAST DUE" if the invoice is not paid in full within thirty (30) calendar days of the invoice date. If any invoice is not paid in full, the Client shall pay as interest an additional charge of one-and-one-half percent (1.5%), or the maximum allowable by law, whichever is lower, per month of the PAST DUE amount. Payment after that shall first be applied to accrued interest and then to the unpaid principal.

**COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, CMX shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by CMX in connection therewith. Reasonable attorney's fees shall mean one-third (1/3) of the principle fee due once the matter is placed in suit for collection or the rate of \$175/hour, whichever is less.

**SUSPENSION OF SERVICES.** Once a payment is PAST DUE Client's non-payment shall be deemed to be in breach of this Agreement. CMX may therefore suspend performance of services at any time; and CMX shall have no liability whatsoever to the Client for any costs or damages resulting from such suspension caused by any breach of this Agreement by the Client.

**FEE DURATION.** The proposed fees set forth in this Agreement shall be open for acceptance for sixty (60) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of services, subject to agreement by the Client and CMX.

The hourly rates charged for CMX employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by CMX and consistent with CMX's overall compensation practices and procedures.

Where Lump Sum or Unit Price Contracts are signed, and the services provided by CMX extend beyond a date 12 months after the date of the execution of this Agreement, the quoted prices shall be subject to an increase in accordance with the NY/NJ Consumer Price Index, using the date of this Agreement as a base. In the event that a Lump Sum Contract or Unit Price item is partially completed at such

{00537124.DOCX}

## Michael Kates

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**To:** Michael B. Kates (mkates@nklaw.com)  
**Subject:** FW: City of Hoboken - DPW Site - Environmental Work  
**Attachments:** Hyd Lift RA prop 1-04-2010.pdf; CMX General Terms of Service - Hydraulic Lift Excavation (00537124).DOCX; 20100106181904363.pdf

---

**From:** John M. Scagnelli [mailto:JScagnelli@scarincihollenbeck.com]  
**Sent:** Wednesday, January 06, 2010 5:22 PM  
**To:** mkates@nklaw.com  
**Cc:** dzimmer@hobokennj.org; Steven Kleinman; Gordon N Litwin; njiorle@aol.com; JSchindler@cmxengineering.com  
**Subject:** City of Hoboken - DPW Site - Environmental Work

Michael:

Following our December 23, 2009 meeting on the Hoboken DPW Site, we asked CMX, the City's environmental consultant on the Project, to provide the City with a Scope of Work and Cost Estimate for the work associated with removal of the underground hydraulic lift inside the garage. CMX provided us with the attached January 4, 2010 Proposal addressed to you and General Conditions. The estimated costs for the work are in the range of \$34,594 to \$57,336. I have reviewed the Proposal and General Conditions and believe that they are fair and reasonable for the work proposed.

As we discussed, it is important that CMX's Proposal be approved and the work completed as soon as possible so that we can keep on our very short environmental time schedule.

If you have any questions concerning this, please call.

Regards,  
JOHN M. SCAGNELLI, Partner  
Chair, Environmental and Land Use Law Group  
Scarinci Hollenbeck  
1100 Valley Brook Avenue  
P.O. Box 790  
Lyndhurst, NJ 07071-0790  
Phone: 201-896-4100  
Fax: 201-896-8660

Email: [jscagnelli@scarincihollenbeck.com](mailto:jscagnelli@scarincihollenbeck.com)

[www.scarincihollenbeck.com](http://www.scarincihollenbeck.com)  
Lyndhurst | Freehold | New York

**Disclaimer:** The filters and firewalls needed in the current internet environment may delay receipt of emails, particularly those containing attachments. We strongly urge you to use delivery receipt and/or telephone calls to confirm receipt of important email.

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HP LaserJet M1522nf MFP

# Fax Confirmation Report

HP LASERJET FAX

Jan-28-2010 5:44PM

Job	Date	Time	Type	Identification	Duration	Pages	Result
11	1/28/2010	5:42:02PM	Send	917322989205	2:24	6	OK

OFFICE OF THE MAYOR  
HOBOKEN CITY HALL  
84 WASHINGTON STREET  
HOBOKEN, NJ 07030  
201-426-2013  
201-426-2086 (FAX)

OFFICE OF THE  
MAYOR  
DAVIN ZIMMER, MAYOR

## Fax

To: NEIL JORDLE From: MAYOR DAVIN ZIMMER  
Fax: 932-298-9205 Pages: 6  
Phone: \_\_\_\_\_ Date: 1/28/10  
Re: CONTRACT CC: MICHAEL LATES ESB  
 Urgent  For Review  Please Comment  Please Reply  Please Recycle

AS DISCUSSED

Mr

**Joanne Buonarota**

**From:** Jiorle, Neil [Njiorle@cmxengineering.com]  
**Sent:** Thursday, January 28, 2010 9:40 AM  
**To:** Michael Kates  
**Cc:** Schindler, Jason; John M. Scagnelli; Andrew J. Chamberlain; njiorle@aol.com; jbuonarota@hobokennj.org  
**Subject:** RE: Hoboken DPW Facility - 080104403

Mr. Kates,

I contacted JoAnn in the Mayor's office per your direction. The contracts have not yet been signed by the Mayor but she will likely execute them today. In order for JoAnn to fax the executed documents to CMX, she requested that you authorize her to do so. CMX has scheduled with our subcontractor to begin the remedial activities on Monday, February 2, but they will need to reschedule the activities if the signed contract is not received today. Please contact me with any questions. Thank you.

Neil P. Jiorle  
 CMX  
 200 Highway Nine  
 P.O. Box 900  
 Manalapan, New Jersey 07726-0900

Phone: 732-577-9000 Ext. 510  
 Fax: 732-298-9205

njiorle@cmxengineering.com  
 website: [www.cmxengineering.com](http://www.cmxengineering.com)

---

**From:** Michael Kates [mailto:mkates@nklaw.com]  
**Sent:** Friday, January 22, 2010 2:46 PM  
**To:** Jiorle, Neil  
**Cc:** Schindler, Jason; 'John M. Scagnelli'; 'Andrew J. Chamberlain'; njiorle@aol.com  
**Subject:** RE: Hoboken DPW Facility - 080104403

The contracts have been cleared by me and are awaiting the Mayor's signature. You should have them Monday or Tuesday.

---

**From:** Jiorle, Neil [mailto:Njiorle@cmxengineering.com]  
**Sent:** Tuesday, January 19, 2010 1:08 PM  
**To:** mkates@nklaw.com  
**Cc:** Schindler, Jason; John M. Scagnelli; Andrew J. Chamberlain; njiorle@aol.com  
**Subject:** Hoboken DPW Facility - 080104403

Mr. Kates,

Please provide us with a status of the project change request proposal that CMX submitted to you through John Scagnelli. We were hoping to have the site remediation activities underway by now in order to meet the City's time frame for the property transaction. Thank you.

Neil P. Jiorle  
 CMX  
 200 Highway Nine  
 P.O. Box 900  
 Manalapan, New Jersey 07726-0900

Cell: 732-740-2229  
 Phone: 732-577-9000 Ext. 510  
 Fax: 732-298-9205

njiorle@cmxengineering.com  
 website: [www.cmxengineering.com](http://www.cmxengineering.com)

1/28/2010

CITY OF HOBOKEN

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING PARTICIPATION WITH THE NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION THROUGH THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY'S 2011 PEDESTRIAN SAFETY GRANT PROGRAM.**

**WHEREAS**, the City of Hoboken is interested in participating in a program with the N.J. Division of Highway Traffic Safety to reduce pedestrian injuries through education, enforcement, and engineering, and

**WHEREAS**, the City of Hoboken wishes to receive approved funding for a project under the New Jersey Division of Highway Traffic Safety in an undetermined amount **for the FY2011 Walk Safe Hoboken Program.**, and

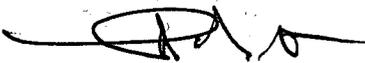
**WHEREAS**, the Hoboken City Council has reviewed the accompanying application and has approved the application process, and

**WHEREAS**, the project is a joint effort between the Division of Highway Traffic Safety and the City of Hoboken for the purpose described in the application;

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

- 1) The Mayor or his designee is authorized to execute the above referenced grant application, and all other documents to fulfill the intent of the application.
  
- 2) As a matter of public policy, the City of Hoboken, wishes to participate to the fullest extent possible with the N.J. Division of Highway Traffic Safety.

**Approved as to Form:**



Mr. Michael Kates, Corporation Counsel

Judith L. Tripodi, Fiscal Control Officer

**Dated: February 3, 2010**

INTRODUCED BY: Peter Cunningham

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

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

**RESOLUTION AUTHORIZING MAYOR TO EXECUTE  
A CONSTRUCTION AND TEMPORARY EASEMENT AGREEMENT WITH NORTH  
HUDSON SEWERAGE AUTHORITY**

**WHEREAS**, North Hudson Sewerage Authority ("NHSA") is a public body corporate and politic of the State of New Jersey; and,

**WHEREAS**, NHSA owns and operates a wastewater treatment plant which processes wastewater for the County of Hudson and the City of Hoboken; and,

**WHEREAS**, rehabilitation and relining of the existing NHSA pipes would allow an approximately 50% increase in flow through NHSA's treatment plant resulting in commensurate decrease in untreated combined sewer overflow to the streets of Hoboken; and

**WHEREAS**, NHSA desires a temporary non-exclusive twenty foot wide easement, as more particularly described on Exhibit "A" of the easement agreement, for the purpose of laying, constructing and installing the By-Pass Pipeline, as well as a non-exclusive perpetual right-of-way upon the surface of the easement area; and

**WHEREAS**, NHSA agrees to promptly restore the easement area, at its sole cost and expense, to substantially the same condition that exists currently, and to comply, at its sole cost and expense with all federal, state and municipal laws, rules, regulations and ordinances; and,

**WHEREAS**, the Council has determined that it is in the best interest of the City to accept the attached agreement as negotiated.

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

1. The attached Construction and Temporary Easement Agreement between the City of Hoboken and the North Hudson Sewerage Authority is hereby approved;
2. The Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

**Date of Meeting: February 3, 2010**

**APPROVED FOR CONTENT:**

\_\_\_\_\_  
**Judith L. Tripodi  
Fiscal Control Officer**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**Michael B. Kates, Esq.  
Corporation Counsel**

**LEANZA & AGRAPIDIS**

A PROFESSIONAL CORPORATION

COUNSELORS AT LAW

777 TERRACE AVENUE, 5TH FLOOR  
HASBROUCK HEIGHTS, NEW JERSEY 07604

201-288-0500

TELECOPIER 201-288-0576

NEW YORK OFFICE

521 FIFTH AVENUE, 17TH FLOOR  
NEW YORK, NEW YORK 10175

212-406-3911

FRANK M. LEANZA  
EVANS C. AGRAPIDIS  
MIA M. MACRI  
FRANK COVELLO

December 22, 2009

Michael B. Kates, Esq.  
KATES NUSSMAN RAPONE ELLIS & FARHI, LLP  
190 Moore Street  
Hackensack, New Jersey 07601

Re: North Hudson Sewerage Authority-Outfall Rehabilitation

Dear Mr. Kates:

This will confirm our meeting on Friday, January 15, 2010 at 9:30 a.m. at your Hackensack office to informally review my client's plans to upgrade the Hoboken plant's outfall to the Hudson River to increase its capacity to pump more flow in wet weather conditions.

By way of background, the North Hudson Sewerage Authority (Authority) is preparing plans and specifications to rehabilitate the outfall sewer serving the Adams Street Wastewater Treatment Plant. The plant is located at 16<sup>th</sup> Street and Adams Street in Hoboken. A temporary outfall sewer extending east to the Hudson River will be utilized to bypass the existing outfall sewer during construction work, at which time the Authority will require the temporary use of several properties owned by the City of Hoboken.

These properties are illustrated on the attached map and are identified as Block 256, Lots 2, 7 and 1.01. These parcels will be used for temporary by-pass pumping for a duration of approximately 150 days.

In order to continue progress on the design process and apply for NJDEP funding, the Authority will request the City to endorse the enclosed NJDEP land use application as the property owner.

I look forward to our general review of the project and working with you regarding temporary easements and indemnification. We envision incorporating the same in our bid documents.

**LEANZA & AGRAPIDIS**

Michael B. Kates, Esq.  
December 22, 2009  
Page Two

Enjoy the year end holding. Hopefully, I can say hello to Joel who got me started 32 years ago by handling BCUA matters for Fort Lee.

Very truly yours,

A handwritten signature in cursive script that reads "Frank Leanza" followed by a circular flourish or initial.

FRANK LEANZA

FL:jef  
Enclosures

cc: R. Wolff, Chairman  
F. Pocci, Executive Director  
K. Wynn, Hatch Mott MacDonald

**LEANZA & AGRAPIDIS**

A PROFESSIONAL CORPORATION

COUNSELORS AT LAW

777 TERRACE AVENUE, 5TH FLOOR  
HASBROUCK HEIGHTS, NEW JERSEY 07604

201-288-0500

TELECOPIER 201-288-0576

NEW YORK OFFICE

521 FIFTH AVENUE, 17TH FLOOR  
NEW YORK, NEW YORK 10175  
212-406-3911

FRANK M. LEANZA  
EVANS C. AGRAPIDIS  
MIA M. MACRI  
FRANK COVELLO

January 22, 2010

Michael B. Kates, Esq.  
KATES NUSSMAN RAPONE ELLIS & FARHI, LLP  
190 Moore Street  
Hackensack, New Jersey 07601

Re: NHSA Outfall Rehabilitation-Temporary Outfall ByPass

Dear Mr. Kates:

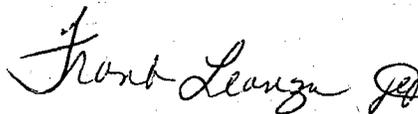
As briefly discussed in your office, I enclose herewith a draft Construction and Temporary Easement Agreement which includes: Indemnification and insurance to be provided by the NHSA's contractor for the project; an Indemnity from the NHSA; and protective measures and code of conduct for the project.

Also enclosed is an aerial photograph of the proposed by-pass route, and the existing outfall route.

If the City executes the LURP-2 application in early February, we hope to start the project this summer and be completed by next February. I look forward to establishing a good working relationship with the new City administration.

Please do not hesitate to contact me regarding any questions regarding this project or any other matter within the purview of the NHSA.

Very truly yours,



FRANK LEANZA

FL:jef

Enclosure

cc: R. Wolff, Chairman  
F. Pucci, Executive Director

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

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

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

**RESOLUTION APPROVING COLLATERAL ASSIGNMENT TO PROCEEDS  
OF REAL ESTATE CONTRACT WITH CAPITAL ONE, NA**

**WHEREAS**, NFW Leasing, Inc., a New Jersey corporation ("NWF") purchased and is the owner of certain real property and improvements located in the City of Hoboken, Hudson county, New Jersey (the "City"), commonly known as 56-66 Park Avenue, as more fully described in the Real Estate contract, as hereinafter defined (the "Mortgaged Property"); and,

**WHEREAS**, pursuant to a Lease Purchase Agreement, dated as of June 29, 2006 (the "2006 Lease Agreement"), between NWF and the City, as amended by that certain Omnibus Amendment") by and among the City, NWF, and the Trustee, as hereinafter defined (the 2006 Lease Agreement, as so amended by the Omnibus Amendment and as may be further amended from time to time, the "Lease Agreement"), NWF, as lessor thereunder, leased to the City, as lessee thereunder, said real property and improvements and the City agreed to make certain rental payments thereunder to NWF (the "Lease Agreement Rent") in consideration therefore; and

**WHEREAS**, pursuant to the Lease Agreement and a certain Trust Indenture, dated as of June 29, 2008, between NWF and North Fork Bank (as predecessor-in-interest to Capital One, N.A. and now Capital One, N.A.) in its capacity as Trustee (solely in such capacity, the "Trustee"), as amended by the Omnibus Amendment (as so amended and as may be further amended from time to time, the "Indenture"), NWF assigned the Lease Agreement Rent to the Trustee for the benefit of the holders of the \$15,600,000 Certificates of Participation Relating to the Lease Purchase Agreement between NFW Leasing Inc. and The City of Hoboken, dated as of June 29, 2006 (the "Certificates") issued under the Indenture, which Certificates evidenced the right of the holders thereof to receipt of a proportionate share of such Lease Agreement Rent; and

**WHEREAS**, the Bank purchased and is the holder of all of the outstanding Certificates evidencing the right to receipt of a proportionate share of the Lease Agreement Rent; and

**WHEREAS**, the Bank purchased and is the holder of all of the outstanding Certificates evidencing the right to receipt of a proportionate share of the Lease Agreement Rent; and

**WHEREAS**, the payment of the Lease Agreement Rent (which has been assigned to the Trustee for the benefit of the holders of the Certificates evidencing such holders' proportionate share thereof) and of all other amounts payable under the Lease Agreement, the Indenture and the Certificates is secured by, among other things, a mortgage on the Mortgaged Property pursuant to t certain Amended and Restated Mortgage and Security Agreement, dated as of June 26, 2008, from NWF to the Bank (the "Mortgage"); and

**WHEREAS**, pursuant to the terms of the Lease Agreement and the Indenture, the City has the right to sell or direct NWF to sell the Mortgaged Property for a purchase price in an amount sufficient to defease all of the outstanding Certificates, which sale proceeds are to be applied to prepay all Basic Rent (as such term is defined in the Lease Agreement) under Lease Agreement and all other amounts due and owing under the Lease Agreement; and

**WHEREAS**, the City has entered into a Real Estate Purchase and Sale Agreement ~~dated as of June 30, 2008 (such Real Estate Purchase and Sale Agreement, as~~ the same may hereafter be amended, is collectively referred to herein as the "Real Estate Contract"), pursuant to which the City has agreed to sell, and SHG Hoboken Urban Renewal Associates, LLC (the "Buyer" has agreed to purchase, the Mortgaged Property (and in conjunction therewith, to cause NWF to recovery title to the Mortgaged Property to the City prior to such sale and/or to transfer title thereto Basic Rent and all other amounts due and owing under the Lease Agreement to Capital One and if the sale is not closed, the city's rights in the Real Estate Contract, including the deposit provided for in same, are intended to accrue to the benefit of Capital One, to the extent of their interest therein, and because such an Assignment is customary to secure such a loan that has been made by Bank to the City and the City deems it important to maintain a positive relationship with Capital One as a lender, the City agrees to collaterally assign to the Bank all of the city's right, title and interest in and to the proceeds due under, but none of its duties, obligations or liabilities under, the Real Estate Contract, all on the terms and conditions set forth herein and to apply any proceeds of such Real Estate contract which are insufficient to defease the Certificates in full, to a partial prepayment of the Lease Agreement Rent and reduce the outstanding Certificates and other amounts due and owing to the Bank.

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

1. The City hereby agrees to execute and enter into the Collateral Assignment to Proceeds of Real Estate Contract annexed hereto as Exhibit A; and
2. The Mayor and appropriate City officials are hereby authorized to execute said Collateral Assignment and to perform all acts required to implement the execution and issuance thereof.

**Meeting:** February 3, 2010

APPROVED:

\_\_\_\_\_  
Judith L. Tripodi, Fiscal Control Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

## COLLATERAL ASSIGNMENT TO PROCEEDS OF REAL ESTATE CONTRACT

THIS ASSIGNMENT OF REAL ESTATE CONTRACT is dated as of \_\_\_\_\_, 2009 by THE CITY OF HOBOKEN, a New Jersey municipal corporation having offices located at 94 Washington Street, Hoboken, New Jersey 07030 (the "City"), to CAPITAL ONE, N.A. (successor in interest to North Fork Bank) having offices at 399 Thornall Street, Edison, New Jersey 08837 (the "Bank").

### RECITALS

A. NWF Leasing, Inc., a New Jersey corporation ("NWF") purchased and is the owner of certain real property and improvements located in the City of Hoboken, Hudson County, New Jersey (the "City"), commonly known as 56-66 Park Avenue, as more fully described in the Real Estate Contract, as hereinafter defined (the "Mortgaged Property").

B. Pursuant to a Lease Purchase Agreement, dated as of June 29, 2006 (the "2006 Lease Agreement"), between NWF and the City, as amended by that certain Omnibus Amendment to Lease Purchase Agreement and to Trust Indenture, dated as of June 26, 2008 (the "Omnibus Amendment") by and among the City, NWF, and the Trustee, as hereinafter defined (the 2006 Lease Agreement, as so amended by the Omnibus Amendment and as may be further amended from time to time, the "Lease Agreement"), NWF, as lessor thereunder, leased to the City, as lessee thereunder, said real property and improvements and the City agreed to make certain rental payments thereunder to NWF (the "Lease Agreement Rent") in consideration therefor.

C. Pursuant to the Lease Agreement and a certain Trust Indenture, dated as of June 29, 2006, between NWF and North Fork Bank (as predecessor-in-interest to Capital One, N.A. and now Captial One, N.A.) in its capacity as Trustee (solely in such capacity, the "Trustee"), as amended by the Omnibus Amendment (as so amended and as may be further amended from time to time, the "Indenture"), NWF assigned the Lease Agreement Rent to the Trustee for the benefit of the holders of the \$15,600,000 Certificates of Participation Relating to the Lease Purchase Agreement Between NWF Leasing Inc. and The City of Hoboken, dated as of June 29, 2006 (the "Certificates") issued under the Indenture, which Certificates evidenced the right of the holders thereof to receipt of a proportionate share of such Lease Agreement Rent.

D. The Bank purchased and is the holder of all of the outstanding Certificates evidencing the right to receipt of a proportionate share of the Lease Agreement Rent.

E. The payment of the Lease Agreement Rent (which has been assigned to the Trustee for the benefit of the holders of the Certificates evidencing such holders' proportionate share thereof) and of all other amounts payable under the Lease Agreement, the Indenture and the Certificates is secured by, among other things, a mortgage on the Mortgaged Property pursuant to a certain Amended and Restated Mortgage and Security Agreement, dated as of June 26, 2008, from NWF to the Bank (the "Mortgage").

F. Pursuant to the terms of the Lease Agreement and the Indenture, the City has the right to sell or direct NWF to sell the Mortgaged Property for a purchase price in an amount sufficient to defease all of the outstanding Certificates, which sale proceeds are to be applied to

prepay all Basic Rent (as such term is defined in the Lease Agreement) under Lease Agreement and all other amounts due and owing under the Lease Agreement.

G. The City has entered into a Real Estate Purchase and Sale Agreement dated as of June 30, 2008 (such Real Estate Purchase and Sale Agreement, as the same may hereafter be amended, is collectively referred to herein as the "Real Estate Contract"), pursuant to which the City has agreed to sell, and SHG Hoboken Urban Renewal Associates, LLC (the "Buyer") has agreed to purchase, the Mortgaged Property (and in conjunction therewith, to cause NWF to reconvey title to the Mortgaged Property to the City prior to such sale and/or to transfer title thereto directly to the Purchaser).

H. At the request of the Bank, and in order to more fully secure the obligations of NWF and/or the City to the Bank under the Certificate Documents and/or the Bank Documents (as such terms are defined in the Mortgage), including but not limited to the obligation to apply the proceeds of the sale of the Mortgaged Property to the payment of amounts due and owing under the Lease Agreement, the City has agreed to collaterally assign to the Bank all of the City's right, title and interest in and to the proceeds due under, but none of its duties, obligations or liabilities under, the Real Estate Contract, all on the terms and conditions set forth herein and to apply any proceeds of such Real Estate Contract which are insufficient to defease the Certificates in full, to a partial prepayment of the Lease Agreement Rent and reduce the outstanding Certificates and other amounts due and owing to the Bank.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees with and for the benefit of the Bank as follows:

#### AGREEMENT

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings give to such terms in the Mortgage.

2. Assignment.

(a) The City hereby presently assigns, transfers and sets over to the Bank all of the City's rights, title, interest and privileges to received proceeds in, to and under, but none of its duties, obligations or liabilities under or pursuant to, the Real Estate Contract. Without limiting the generality of the foregoing, the City specifically acknowledges and agrees that this Assignment includes (i) the right to receive the purchase price payable by the Buyer under the Real Estate Contract, net only of the costs and adjustments chargeable to the City under the Real Estate Contract and such other normal and customary seller closing costs, and (ii) the right to receive all deposit moneys paid by the Buyer under the Real Estate Contract (including the proceeds of any letter(s) of credit posted by the Buyer as a deposit thereunder) to the extent the City would be entitled to receive same upon a default by the Buyer thereunder or otherwise.

(b) Promptly after the execution and delivery of this Assignment, the City shall send a copy of this Assignment to the Buyer by certified mail, return receipt requested, and shall deliver to the Bank evidence that the Buyer has received same.

3. Limitation on Bank's Liability; Indemnification.

(a) The Bank shall not be deemed to have assumed, and shall be under no obligation to perform or discharge, any duty or obligation under the Real Estate Contract or under or by reason of this Assignment. The City shall, and hereby does, indemnify, defend and hold harmless the Bank and its employees, agents and representatives, and their respective successors and assigns (each, an "Indemnified Party"), from and against any and all liabilities, losses, costs, claims, suits, expenses or damages which any Indemnified Party may incur as a result of, arising out of or in connection with (i) the Real Estate Contract, (ii) this Assignment or (iii) any claims or demands whatsoever which may be asserted against any Indemnified Party in connection with any alleged assumption by the Bank of any obligation or undertaking to perform or discharge any covenant, duty or condition contained in the Real Estate Contract.

(b) It is expressly agreed by the City that, anything herein to the contrary notwithstanding, the City shall remain liable under the Real Estate Contract to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Bank shall not have any obligation or liability under the Real Estate Contract by reason of or arising out of this Assignment or the receipt by the Bank of any payment relating to the Real Estate Contract pursuant hereto, nor shall the Bank be required or obligated in any manner to perform or fulfill any of the obligations of the City under or pursuant to the Real Estate Contract, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under the Real Estate Contract, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

4. Representations and Warranties. The City hereby represents and warrants to the Bank as follows:

(a) Attached hereto as Exhibit A is a true, correct and complete copy of the Real Estate Contract. The Real Estate Contract is in full force and effect, and has not been amended, modified, supplemented or terminated.

(b) Except for the Real Estate Contract and the Redeveloper's Agreement between the City and the Buyer, dated June 30, 2008 pertaining to the redevelopment of Mortgaged Property, there are no oral or written agreements, understandings or arrangements between the Buyer and the City or NWF relating to the subject matter of the Real Estate Contract.

(c) Neither the City nor the Buyer is in breach of or in default under the Real Estate Contract, and the City has no knowledge of any event or condition which, with the

passage of time or the giving of notice or both, would constitute a breach or default under the Real Estate Contract.

(d) The City has not assigned any of its rights under the Real Estate Contract to any person or entity.

(e) ~~But for this Assignment, the purchase price payable by the Buyer under the Real Estate Contract is irrevocably payable to the City in accordance with the terms of the Real Estate Contract without any offset, defense or counterclaim whatsoever.~~

5. Covenants. The City hereby agrees and covenants with and for the benefit of the Bank as follows:

(a) The City shall perform and observe each and every covenant, obligation and condition of the Real Estate Contract to be performed or observed by the Borrower.

(b) The City shall not assign, pledge or otherwise convey or encumber any of its rights, privileges or interest under the Real Estate Contract.

(c) The City shall not extend or terminate or otherwise materially modify, amend or supplement, or waive or release the Buyer from any of its material obligations under, the Real Estate Contract in any manner which would adversely affect or otherwise impair the Bank's rights hereunder to receive the proceeds therefrom or the application of any proceeds of the Real Estate Contract to the prepayment of the Lease Agreement Rent and other amounts due and owing to the Bank under the Bank Documents without the prior written consent of the Bank, which consent shall not be unreasonably withheld or delayed.

(d) The City shall promptly provide the Bank with (i) copies of all notices, demands and other correspondence delivered by the City to the Buyer, or received by the City from the Buyer, relating to or in connection with the Real Estate Contract, (ii) written notice of the occurrence of a default or event of default under the Real Estate Contract (whether such default or event of default shall be on the part of the City or the Buyer) and (iii) reasonable advance written notice of the time and place of the closing under the Real Estate Contract.

6. Application of Proceeds.

(a) The City further covenants and agrees that the City shall, and shall cause NWF to, deposit all amounts received by the City and/or NWF under the Real Estate contract, including, but not limited to any deposit moneys or liquidated damages payable to the City thereunder (collectively, "Proceeds"), with the Trustee and/or with the Bank and to apply or cause to be applied such Proceeds to (i) the prepayment of Lease Agreement Rent, and a corresponding payment of the principal and interest on the Certificates, and (ii) the payment of any and all other amounts due and owing by the City and/or NWF to the Bank under the Certificate Documents and/or the Bank Documents (collectively, the "Obligations"), with the remaining balance of such Proceeds in excess of the Obligations, if any, payable to or upon the order of the City. Such prepayment shall be made pursuant to and as contemplated by Sections

4.8 and 4.9 of the Lease Agreement and Sections 611 and 701 of the Indenture to the extent applicable; provided, however, that in the event the amount of such Proceeds are insufficient to defease and/or prepay the Certificates and/or the Obligations in full, then notwithstanding anything contained in the Lease Agreement, the Certificates or the Indenture to the contrary, such proceeds shall be paid to the Bank and the principal amount of the Certificates shall be deemed reduced by the amount so paid to the Bank.

(b) If, notwithstanding the provisions of Paragraph 6(a) hereof, the City or NWF receives any amounts under the Real Estate Contract, the City shall, or shall cause NWF to, immediately remit such amounts to the Bank to be applied in the manner set forth in Paragraph 6(a) above. In the event that any such amounts shall be in the form of a check or draft, the City shall immediately remit same to the Bank and/or the Trustee with all appropriate or required endorsements. Until such time as any such amounts shall actually be received by the Bank and/or the Trustee, the City shall hold such Proceeds in trust for the benefit of the Bank.

7. Advances. All amounts expended by the Bank in the exercise or enforcement of its rights hereunder shall be deemed to be advances for and on behalf of NWF and the City evidenced and secured by the Mortgage and the other Bank Documents. Any amounts so advanced shall bear interest at the highest default rate set forth in the Bank Documents.

8. Miscellaneous.

(a) Nothing contained herein shall be construed as making the Bank a mortgagee in possession or an agent, partner or joint venturer with or of the City or NWF, or as constituting a waiver or suspension by the Bank of its right to enforce payment of any amounts payable by the City or NWF under the Certificate Documents or the Bank Documents.

(b) This Assignment shall not be modified except by an agreement, in writing, and signed by the party against whom enforcement of any such modification is sought.

(c) The City shall execute and deliver such other documents and agreements as may reasonably be deemed necessary by the Bank to effectuate the intent of this Assignment.

(d) In the event any one or more of the provisions contained herein shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Assignment.

(e) This Assignment shall be binding upon and shall inure to the benefit of the City and the Bank and their respective successors and assigns. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile signature shall have the same affect as an originally drawn signature for all purposes.

(f) This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey.

(g) Upon the payment and satisfaction in full of all indebtedness under the other Bank Documents, and upon compliance with all other obligations, covenants and agreements herein and in the other Bank Documents, this Assignment shall become null and void and of no further effect, and the Bank shall, at the City's request and expense, cancel this Assignment and execute any and all documents necessary to effectuate said cancellation.

(h) Upon the payment of the proceeds by the Buyer due under the Real Estate Contract, the Bank agrees to release the Mortgage on the Mortgaged Property.

*[signatures continued on next page]*

IN WITNESS WHEREOF, the City has executed and delivered this Assignment of Real Estate Contract as of the date set forth on the first page hereof.

WITNESS:

THE CITY OF HOBOKEN

\_\_\_\_\_

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

Name:

Title:

Acknowledged and Accepted as  
to Paragraph 6(a):

CAPITAL ONE, N.A., as Bank

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

Name:

Title:

NWF LEASING INC.

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

Name:

Title:

CAPITAL ONE, N.A., as Trustee

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

Name:

Title:

STATE OF NEW JERSEY )  
 )  
COUNTY OF \_\_\_\_\_ )

ss:

I certify that on \_\_\_\_\_, 2009, \_\_\_\_\_ personally appeared before me  
and that this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the \_\_\_\_\_ of **THE CITY OF HOBOKEN**, the city named in the attached document;
  - (b) this person executed and delivered the attached document on behalf of and as the voluntary act and deed of the City; and
  - (c) this person was authorized by the City to execute and deliver the attached document on behalf of the City.
-

Sponsored by: Michael Lenz

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

## CITY OF HOBOKEN

### RESOLUTION NO \_\_\_\_\_

#### **RESOLUTION AUTHORIZING THE CITY TAX COLLECTOR TO ISSUE A DUPLICATE CERTIFICATE OF TAX SALE**

**WHEREAS**, pursuant to N.J.S.A. 54:5-52.1, the Tax Collector may, if duly authorized by resolution of the governing body, issue and execute a new certificate of tax sale in place of one which has been misplaced or lost;

**NOW THEREFORE , BE IT RESOLVED**, by the City Council of the City of Hoboken that the Tax Collector be and is hereby authorized pursuant to N.J.S.A. 54:5-52.1 to issue a duplicate certificate of tax sale for Lot No. 29 in Block 182, commonly described as 207 Eighth Street, predicated upon and including the following information :

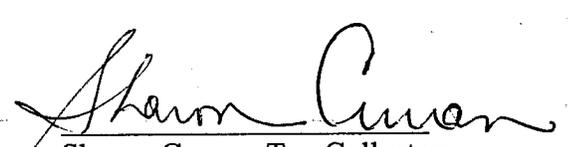
1. A statement that is a duplicate of the original one which was misplaced or lost;
2. The date of the tax sale upon which it was issued; and
3. The name and title of the officer who issued same; and, be it further –

**RESOLVED**, that the Tax Collector shall collect a \$100.00 fee on behalf of the City as payment for the duplicate certificate.

MEETING: February 3, 2010

APPROVED AS TO FORM: \_\_\_\_\_

  
Corporation Counsel

  
Sharon Curran, Tax Collector

# CERTIFICATE OF SALE

B FOR UNPAID MUNICIPAL LIENS

CERTIFICATE  
No. 020189

I, SHARON CURRAN, COLLECTOR OF TAXES of the taxing district of the COUNTY of HUDSON of HOBOKEN and State of New Jersey, do hereby certify that on the 19th day of JUNE, 2002 at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to FERNWOOD FUNDING LLC

whose address is 92 MAIN STREET, WALLINGTON, NJ 07057

for Six Thousand Sixty Seven dollars and Fifty Three cents, the land in said taxing district described as Block No. 182 Lot No. 29 and known as 207 EIGHTH STREET, on the tax duplicate thereof and assessed thereon to CARMODY, WILLIAM J

## THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

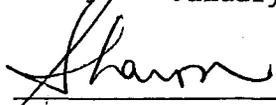
	AMOUNT	INTEREST	TOTAL
Taxes For: 2001	4869.74	340.63	5210.37
	538.63	193.51	732.16
<b>Assessments For Improvements</b>			
TOTAL COSTS OF SALE	125.00		125.00
TOTAL			6067.53
PREMIUM (IF ANY) PAID			

\* DUPLICATE \*

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of 18.00 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal charges accruing after JUNE 30, 2002; municipal authority charges accruing after FEBRUARY 1, 2001 and assessment installments not yet due, amounting to .00 dollars and interest thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of January, 2010

STATE OF NEW JERSEY  
COUNTY OF:

  
Sharon Curran, COLLECTOR OF TAXES



BE IT REMEMBERED, that on this 27th day of January, 2010 before me a NOTARY PUBLIC of New Jersey, personally appeared the Collector of Taxes of the taxing district of CITY OF HOBOKEN in the County of HUDSON who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Prepared By:   
Sharon Curran, PREPARER

  
Jo Ann Barron, NOTARY PUBLIC

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate, those of the collector, the preparer and the notary public who takes this acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature the name of the person that signed.

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS**

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

**WHEREAS**, Sharon Curran, Collector of Revenue recommends that refunds be made; now, therefore, be it-

**RESOLVED**, that a warrant be drawn on the City Treasurer made payable to the appearing on the attached list totaling \$39,015.11

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
LIM, KIN & BETH OCCHIOGROSSO 105 SEVENTH ST #2 HOBOKEN, NJ 07030	205/24/C0002	105 SEVENTH ST	4/09	\$ 556.67
CALABRESE, GEOFFREY & ALLISON 829 GARDEN ST #2 HOBOKEN, NJ 07030	195/14/C0002	829 GARDEN ST	4/09	\$ 357.74
F & S INVESTMENTS, LLC 203 CHURCH ST NAUGATUCK, CT 06770	268.1/3/C002U	1500 HUDSON ST	1&2/09	\$ 4,577.37
TANG, CHRISTOPHER 744 PARK AVE #4L HOBOKEN, NJ 07030	169/18/C004L	744 PARK AVE	4/09	\$ 2,133.62
WELLS FARGO HOME MORTGAGE ONE HOME CAMPUS DES MOINES, IA 50328	261.03/1/CP104	1125 MAXWELL LANE	4/09	\$ 289.54
FOLTYNOWICZ, ROGER & MEREDITH 601 OBSERVER HWY #503 HOBOKEN, NJ 07030	7/11/C0503	601 OBSERVER HWY	4/09	\$ 5,856.73
FIRST AMERICAN ATT: TAX DEPT. 1 FIRST AMERICAN WAY WESTLAKE, TX 76262	84/1/C02-N	450 SEVENTH ST	2/09	\$ 1,142.16

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
MILLER, ADAM & ALISON SLONE 943 BLOOMFIELD ST HOBOKEN, NJ 07030	208/15	943 BLOOMFIELD ST	4/09	\$ 897.80
SNYDER, MARK A & AMANDA 326 MADISON ST #2 HOBOKEN, NJ 07030	48/21/C0002	326 MADISON ST	4/09	\$ 396.03
SCHNEIDER, MICHAEL & N LEITCH 1110 HUDSON ST #5B HOBOKEN, NJ 07030	243/25/C005B	1110 HUDSON ST	4/09	\$ 2,140.83
HARGREAVES, JONATHAN & J RAJARAMAN 1025 MAXWELL LANE #209 HOBOKEN, NJ 07030	261.04/1/C0209	1025 MAXWELL LANE	3/09	\$ 2,201.22
DIAMOND, RONALD F 85-89 HARRISON ST #310 HOBOKEN, NJ 07030	13/4/C0310	85-89 HARRISON ST	4/09	\$ 1,594.10
FIRST AMERICAN P.O. BOX 961230 FORT WORTH, TX 76161-0230	184/17/C0005	931 PARK AVENUE	1,2,3&4/09	\$ 4,489.00
KEITH J BURKHARDT, ATTORNEY AT LAW 946 BLOOMFIELD ST HOBOKEN, NJ 07030	162/14/C0403	1016-18 WILLOW AVE	4/09	\$ 1,462.35
D'ANGELIS, VINCENT & KATHERINE 1201 ADAMS ST HOBOKEN, NJ 07030	109/1.1/C0211	1200 GRAND ST	3/09	\$ 104.31
GALA, MARY SUSAN 56 WILLOW TERRACE HOBOKEN, NJ 07030	158.2/12	56 WILLOW COURT	4/09	\$ 375.64
LEWIS M LEFKOWITZ, ESQ 51 FROST AVENUE WEST EDISON, NJ 08820	200/10/C0002	121 BLOOMFIELD ST	4/09	\$ 2,624.99
VARMA, RAMESH & GURBACHAM 1125 MAXWELL LANE #474 HOBOKEN, NJ 07030	261.03/1/CP118	1125 MAXWELL LANE	3 & 4/09	\$ 510.42

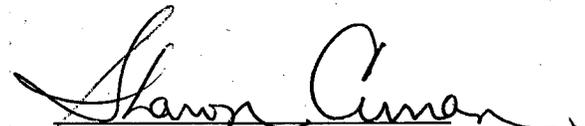
<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
TITLE SOURCE 1450 WEST LONG LAKE RD SUITE 400 TROY, MI 48098	57/11/C0003	421 JACKSON ST	4/09	\$1,421.74
DANIEL GANC C/O GESS GESS & SCANLON 89 HUDSON ST HOBOKEN, NJ 07030	114/1/C0223	1300 GRAND ST	4/09	\$ 2,117.17
VISLOCKY, MICHAEL 208 WILLOW AVE #302 HOBOKEN, NJ 07030	43/29/C0302	208-212 WILLOW	4/09	\$ 1,130.80
FALABELLA, ANTHONY J 624 MONROE ST #4B HOBOKEN, NJ 07030	74/21/C004B	624-626 MONROE ST	3/09	\$ 2,634.88

Meeting: FEBRUARY 3, 2010

Approved as to Form:



CORPORATION COUNSEL



Sharon Curran

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

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

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

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

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

**WHEREAS**, Sharon Curran, Collector of Revenue recommends that the refunds be made;  
now, therefore, be it-

**RESOLVED**, that a warrant be drawn on the City Treasurer made payable to the  
appearing on the attached list totaling **\$ 1,795.60**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
MPF7, LLC & DSF7, LLC 70 HUDSON ST HOBOKEN, NJ 07030	169/19/	742 PARK AVE	2009	\$ 1,795.60

**Meeting: FEBRUARY 3, 2010**

Approved as to Form:



CORPORATION COUNSEL



SHARON CURRAN

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

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

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

**RESOLUTION AUTHORIZING A CONTRACT WITH THE BUZAK LAW GROUP, LLC FOR  
THE SERVICES OF EDWARD J. BUZAK, ESQ.  
AS TRANSITION COUNSEL FOR THE CITY OF HOBOKEN**

**WHEREAS**, the City of Hoboken faces a number of extremely pressing legal issues; and,

**WHEREAS**, Mayor Dawn Zimmer, with the concurrence of Fiscal Control Officer Judith L. Tripodi, has determined that there is an urgent and immediate need for "Transition Counsel" to assist the Administration in the performance of its duties;

**WHEREAS**, Edward J. Buzak of The Buzak Law Group LLC is a widely recognized expert in the area of New Jersey municipal law; and,

**WHEREAS**, this special expertise and knowledge provides a basis for waiving the competitive negotiation provisions of Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), as permitted by the Ordinance; and,

**WHEREAS**, The Buzak Law Group LLC will be required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken); and,

**WHEREAS**, said service is a professional service as defined by N.J.S.A. 40A:11-2(b) and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

**WHEREAS**, funds are available for this purpose.

**NOW THEREFORE, BE IT RESOLVED** (a majority of the whole Council concurring) that a professional services contract be authorized in the amount not to exceed Twenty-Five Thousand (\$25,000.00) Dollars for the services of Edward J. Buzak, Esq. of The Buzak Law Group, LLC as Transition Counsel for the City of Hoboken; and,

**BE IT FURTHER RESOLVED** that this firm shall be paid an hourly rate of \$150.00 per hour based on actual time and expenses; 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.

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

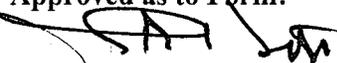
**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

**Meeting Date: February 3, 2010**

**Approved:**

\_\_\_\_\_  
**Judith L. Tripodi**  
Fiscal Control Officer

**Approved as to Form:**

  
\_\_\_\_\_  
**Michael B. Kates**  
Corporation Counsel

**CHIEF FINANCIAL OFFICER'S CERTIFICATION**  
**OF AVAILABILITY OF FUNDS**  
**FOR CONTRACT AWARDS**

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$25,000.00 is available in the following appropriations:

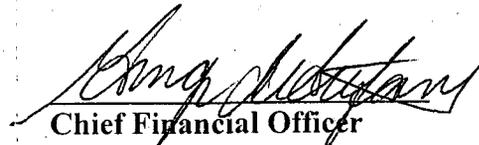
Special Counsel Other Expenses (0-01-20-156-021). These funds, the amount within the introduced SFY 2010 budget, are sufficient to meet the contractual commitment providing for:

Special Counsel

and awarded to the following vendor:

The Buzak Law Group  
150 River Road  
Suite 4-N  
Montville, New Jersey 07045

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

  
Chief Financial Officer

Date: 1/28/2010

Introd Budget	\$ 670,000.00
Spent	( 230,649.75)
Award	<u>( 25,000.00)</u>
	\$ 414,350.25

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

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

**RESOLUTION TO APPROVE SPECIAL COUNCIL MEETINGS FOR CERTAIN ZONING APPEALS**

**WHEREAS**, City Council of the City of Hoboken is in receipt of three (3) appeals of applications for use variances granted by the Zoning Board of Adjustment, as follows:

1. Appeal of Fund for a Better Waterfront on the application of Stevens Institute of Technology, received and filed September 22, 2009;
2. Appeal of Daniel Tumpson on the application of 226 Park Realty, LLC, received and filed December 15, 2009; and
3. Appeal of Skyline Condominium Association on the application of Kane Properties, LLC, received and filed December 31, 2009; and

**WHEREAS**, the nature of these proceedings requires special meetings for each respective appeal; and

**NOW, THEREFORE BE IT RESOLVED**, that the City Council shall conduct hearings on the aforesaid appeals pursuant to N.J.S.A. 40:55D-17 and Section 44-34 of the Code of the City of Hoboken on Special Meeting dates as follows, which dates shall be reserved for the subject appeal and with no other business to be conducted:

1. Appeal of Fund for a Better Waterfront – Wednesday, February 10, 2010 at 7:00 p.m. in the Council Chambers of Hoboken City Hall.
2. Appeal of Daniel Tumpson – Wednesday, February 24, 2010 at 7:00 p.m. in the Council Chambers of Hoboken City Hall.
3. Appeal of Skyline Condominium Association – Wednesday, March 24, 2010 at 7:00 p.m. in the Council Chambers of Hoboken City Hall.

**BE IF FURTHER RESOLVED**, that the City Council of the City of Hoboken advertise these meetings as being open to the public; provided however, that the proceedings shall be on the record established at the respective hearings of the Zoning Board of Adjustment and shall be limited to oral argument by the attorneys for the parties; after which argument a decision on the appeal may be voted by the City Council.

**Meeting:** February 3, 2010

**APPROVED:**

\_\_\_\_\_  
**JUDITH L. TRIPODI**  
Fiscal Control Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**MICHAEL B. KATES**  
Corporation Counsel

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

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

City of Hoboken

Resolved, that filed minutes for the Hoboken City Council regular meetings of November 16, 2009 have been reviewed and approved as to legal form and content.

\_\_\_\_\_  
Approved to form

**Meeting Date: February 3, 2010**

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

21

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

**CITY OF HOBOKEN**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION FOR DEPARTMENT OF REVENUE & FINANCE TO COVER  
DEFICIT IN THE PAYROLL AGENCY ACCOUNT**

**WHEREAS**, there exists a deficit in the Payroll Agency account that has been carried since SFY 2007 subject to clarification; and

**WHEREAS**, that deficit has now been determined to be One Hundred Fifty Five Thousand Dollars (\$155,000.00); and

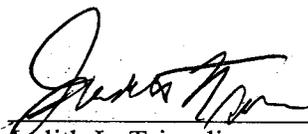
**WHEREAS**, the deficit in the Payroll Agency account prior to SFY 2007 was and is One Hundred Fifty Five Thousand (\$155,000.00) dollars; and

**WHEREAS**, the Director of Finance has determined that funds are available for this purpose;

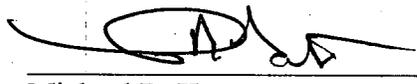
**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Hoboken authorizes the expenditure and reallocation of One Hundred Fifty Five Thousand Dollars (\$155,000.00) to cover the deficit in the Payroll Agency account.

Approved

Approved as to form:



Judith L. Tripodi  
State Fiscal Monitor



Michael B. Kates  
Corporation Counsel

**Meeting Date:** February 3, 2010

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

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

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

**THIS RESOLUTION AWARDS ONE-YEAR CONTRACT TO TATBIT COMPANY FOR ELECTRICAL SERVICES WITHIN THE CITY IN ACCORDANCE WITH THE SPECIFICATIONS IN BID NUMBER 10-02.**

WHEREAS, proposals were received on 18 December 2009 for Electrical Services, and

WHEREAS, five (5) proposals were received in good stead, these being:

VENDOR	Master Electrician		Electrician's Helper	
	Straight Time	OverTime	Straight Time	OverTime
Raw Power Electric Middletown, NY	\$ 90.00/per	\$ 135.00/per	\$ 90.00/per	\$ 135.00/per
Starlite Electric Keansburg, NJ	\$125.00/per	\$ 156.50/per	\$ 46.00/per	\$ 60.00/per
Oxford Electrical Randolph, NJ	\$ 82.89/per	\$ 124.33/per	\$ 72.71/per	\$ 109.06/per
Tatbit Company Butler, NJ	\$ 72.71/per	\$ 109.05/per	\$ 25.43/per	\$ 83.14/per
AA Electrical Freehold, NJ	\$ 89.50/per	\$ 135.00/per	\$ 35.00/per	\$ 60.00/per

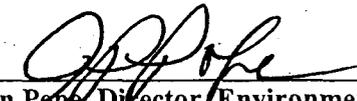
NOW THEREFORE BE IT RESOLVED as follows:

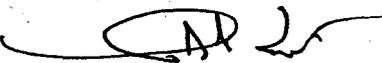
- A. This resolution awards a contract to Tatbit Company, in an amount not to exceed \$25,000.00, for H.V.A.C. Services according to the specifications set forth.
- B. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with Tatbit Company.
- C. This resolution shall take effect immediately upon passage.

Meeting of: 2010

APPROVED: February 3, 2010

APPROVED AS TO FORM:

  
John Pope, Director, Environmental Svcs..

  
Michael B. Kates, Corporation Counsel

**CHIEF FINANCIAL OFFICER'S CERTIFICATION**  
**OF AVAILABILITY OF FUNDS**  
**FOR CONTRACT AWARDS**

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$25,000.00 is available in the following appropriations:

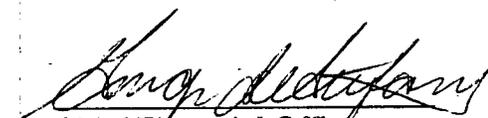
Buildings & Public Properties Other Expense (0-01-28-377-021). These funds, the amount within the introduced SFY 2010 budget, are sufficient to meet the contractual commitment providing for:

Electrical Services

and awarded to the following vendor:

Tatbit Company  
P.O. Box 310  
Butler, NJ 07405

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

  
Chief Financial Officer

Date: 1/20/2010

Introd Budget	\$ 345,800.00
Spent	(129,924.87)
Award	<u>( 25,000.00)</u>
	\$ 190,875.13

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

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

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

**THIS RESOLUTION AWARDS A CONTRACT TO NACIREMA GROUP FOR EMERGENCY SNOW REMOVAL WITHIN THE CITY IN ACCORDANCE WITH THE SPECIFICATIONS IN BID NUMBER 10-16.**

WHEREAS, proposals were received on 18 December 2009 for Emergency Snow Removal, and

WHEREAS, two (2) proposals were received in good stead, these being:

<u>VENDOR</u>	<u>Mason Dump Truck</u>	<u>Salt Truck</u>	<u>Single Dump Truck</u>
Nacirema Group Bayonne, NJ 07002	\$ 200.00/per hour	\$250.00/hour	\$ 275.00/per hour
Conte General Bloomfield, NJ	\$ No Bid	\$ No Bid	\$ 225.00/per hour

NOW THEREFORE BE IT RESOLVED as follows:

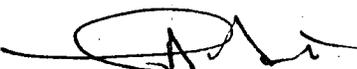
- A. This resolution awards a contract to Nacirema Group, Bayonne, NJ 07002, in an amount not to exceed \$15,000.00, for Emergency Snow Removal according to the specifications set forth.
- B. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with Nacirema Group.
- C. This resolution shall take effect immediately upon passage.

Meeting of. February 3, 2010

APPROVED:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Pope, Director, Environmental Svcs..

  
\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

**CHIEF FINANCIAL OFFICER'S CERTIFICATION**  
**OF AVAILABILITY OF FUNDS**  
**FOR CONTRACT AWARDS**

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$15,000.00 is available in the following appropriations:

Streets & Roads Other Expense (0-01-26-291-021). These funds, the amount within the introduced SFY 2010 budget, are sufficient to meet the contractual commitment providing for:

Emergency Snow Removal

and awarded to the following vendor:

Nacirema Group  
Bayonne, NJ 07002

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

  
Chief Financial Officer

Date: 1/20/2010

Introd Budget	\$ 92,000.00
Award	<u>( 15,000.00)</u>
	\$ 77,000.00

Revised

24

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

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

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

**THIS RESOLUTION AWARDS A ONE-YEAR CONTRACT TO AUTOMATED BUILDING CONTROLS FOR H.V.A.C. SERVICES WITHIN THE CITY IN ACCORDANCE WITH THE SPECIFICATIONS IN BID NUMBER 10-03.**

WHEREAS, proposals were received on 18 December 2009 for H.V.A.C. Services, and

WHEREAS, three (3) proposals were received in good stead, these being:

<u>VENDOR</u>	<u>Straight Time</u>	<u>OverTime</u>
Pow-R-Save, Inc. Bloomfield, NJ	\$ 85.00/per hour	\$ 127.00/per hour
Binsky Service Piscataway, NJ	\$ 88.90/per hour	\$ 168.90/per hour
Automated Building Controls Neptune, NJ	\$ 85.00/per hour	\$ 100.00/per hour

NOW THEREFORE BE IT RESOLVED as follows:

This resolution awards a contract to Automated Building Controls, in an amount not to exceed \$25,000.00, for H.V.A.C. Services according to the specifications set forth.

- A. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with Automated Building Controls.
- B. This resolution shall take effect immediately upon passage.

Meeting of: February 3, 2010

APPROVED:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Pope, Director, Environmental Svcs..

  
\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

**CHIEF FINANCIAL OFFICER'S CERTIFICATION**  
**OF AVAILABILITY OF FUNDS**  
**FOR CONTRACT AWARDS**

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$25,000.00 is available in the following appropriations:

Buildings & Public Properties Other Expense (0-01-28-377-021). These funds, the amount within the introduced SFY 2010 budget, are sufficient to meet the contractual commitment providing for:

H. V. A. C. Services

and awarded to the following vendor:

Automated Building Controls  
3320 Route 66  
Neptune, NJ 07753

I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

  
Chief Financial Officer

Date: 1/20/2010

Introd Budget	\$ 345,800.00
Spent	( 129,924.87)
Award Tatbit	( 25,000.00)
Award Automated	<u>( 25,000.00)</u>
	\$ 165,875.13

Introduced by: *Antonio Loacche*  
Seconded by: *[Signature]*

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

**THIS RESOLUTION AWARDS A TWO (2) YEAR CONTRACT TO DONOFRIO AND SON FOR LANDSCAPING AND PARK MAINTENANCE WITHIN THE CITY IN ACCORDANCE WITH THE SPECIFICATIONS IN BID NUMBER 10-09.**

WHEREAS, proposals were received on 18 December 2009 for Landscaping & Park Maintenance, and

WHEREAS, seven (7) proposals were received in good stead, these being:

<u>VENDOR</u>	<u>Year #1</u>	<u>Year #2</u>
Ascape Landscape New City, NY	\$ 70,000.00	\$ 70,000.00
LTI, Inc. Roseland, NJ	\$ 87,613.56	\$ 87,613.56
Hufnagel Landscape (Incumbent) North Bergen, NJ	\$167,660.00	\$172,930.00
Andy-Matt, Inc. Mine Hill, NJ	\$ 99,999.00	\$ 99,999.00
Donofrio & Son Maplewood, NJ	\$ 49,021.00	\$ 49,021.00
Greenleaf Landscape Eatontown, NJ	\$ 74,787.00	\$ 74,787.00
Pat Scanlan Landscape New City, NY	\$100,810.00	\$100,810.00

**NOW THEREFORE BE IT RESOLVED** as follows:

- A. This resolution awards a contract to Donofrio & Son, Maplewood, NJ, in an amount of \$49,021.00, For Landscaping & Park Maintenance according to the specifications set forth.
- B. Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel this contract.
- C. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with Donofrio & Son.

D. This resolution shall take effect immediately upon passage.

Meeting of: February 3, 2010

APPROVED:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Pope, Director, Environmental Svcs..

  
\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

**CHIEF FINANCIAL OFFICER'S CERTIFICATION**  
**OF AVAILABILITY OF FUNDS**  
**FOR CONTRACT AWARDS**

I, George De Stefano, Chief Financial Officer of the City of Hoboken, hereby Certify that \$49,021.00 is available in the following appropriations:

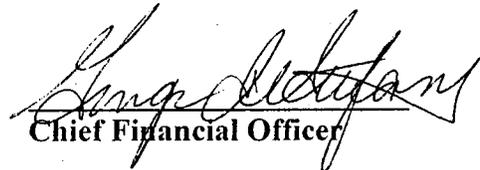
\$13,727.00 from Pier "A" O & M Fund (T-24-20-700-020) AND \$35,294.00 from Parks Other Expenses (0-01-28-375-021). These funds are sufficient to meet the contractual commitment providing for:

Landscaping & Park Maintenance

and awarded to the following vendor:

Donofrio & Son  
47 Van Ness Terrace  
Maplewood, NJ 07040

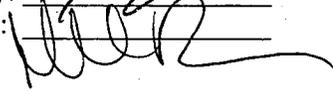
I further certify that this commitment together with all previously made commitments will not exceed the appropriation balance available for this purpose.

  
Chief Financial Officer

Date: 1/20/2010

Balance Trust	\$910,501.15
Award	<u>( 13,727.00)</u>
	\$896,774.15

Introd Budget	\$171,000.00
Spent	(53,983.92)
Award	<u>(35,294.00)</u>
	\$ 81,722.08

Introduced by:   
Seconded by: 

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

**RESOLUTION AWARDING A CONTRACT TO ENTERPRISE CONSULTANTS  
FOR TELEPHONE MAINTENANCE WITHIN THE CITY IN ACCORDANCE  
WITH THE SPECIFICATIONS IN BID NUMBER 10-12**

**WHEREAS**, proposals were received on 18 December 2009 for Telephone Maintenance within the City of Hoboken; and

**WHEREAS**, one (1) proposal was received in good stead, which provided Enterprise Consultants, 11 Kensington Avenue, Emerson, New Jersey 07630 as the Vendor for the amount of \$1,740.50 per month for the service;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, that this resolution awards a contract to Enterprise Consultants, 11 Kensington Avenue, Emerson, New Jersey 07630, in the amount of \$1740.50 per month, but not to exceed \$30,000.00, for Telephone Maintenance according to the specifications set forth; and

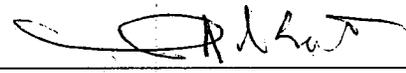
**BE IT FUTHER RESOLVED**, by the City Council that the contract awarded to Enterprise Consultants is to run for the remainder of the City's fiscal year only, and any extension will require further approval by the City Council of the City of Hoboken; and

**BE IT FURTHER RESOLVED**, by the City Council that the contract awarded to Enterprise Consultants is to include a provision allowing the City of Hoboken to terminate the entire contract with reasonable notice to Enterprise Consultants; and

**BE IT FURTHER RESOLVED**, by the City Council that, pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor of his/her agent is hereby authorized to enter into an Agreement, under the terms of this resolution, with Enterprise Consultants; and

**BE IT FURTHER RESOLVED**, by the City Council that this resolution shall take effect immediately upon passage.

Meeting: February 3, 2010

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

Sponsored by: Peter Cunningham

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

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

**AN ORDINANCE TO AMEND ARTICLE VII OF CHAPTER 6 OF THE  
ADMINSTRATIVE CODE OF THE CITY OF HOBOKEN, ENTITLED  
"RESIDENCY REQUIREMENTS"**

**WHEREAS**, the Council of the City of Hoboken declares it to be in the public's best interest for the City of Hoboken to obtain and retain the best possible City employees; and,

**WHEREAS**, Article VII of Chapter 6 of the Code of the City of Hoboken establishes a residency requirement for certain City employees; and,

**WHEREAS**, highly capable employees and potential employees may be excluded from continued or future employment based on failure to obtain and/or retain residence within the City of Hoboken in accordance with Article VII; and,

**WHEREAS**, there is no evidence to indicate residence in the City of Hoboken has any correlation to increased ability to perform employment duties for the City;

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hoboken that Chapter 6 of the Code of the City of Hoboken is hereby amended as follows:

**SECTION ONE:**

Article VII of Chapter 6 of the Code of the City of Hoboken is amended as follows:

**§ 6-21. Policy determined.**

An examination of the records shows that many persons employed by the City of Hoboken have moved their residency from the city and other employees were hired as nonresidents. On September 1, 1965, an ordinance was adopted by the City of Hoboken requiring that nonresidents obtain domicile within the city within six (6) months of the notice or forfeit their employment. The 1965 ordinance was not diligently enforced. As a result there are currently employees who do not have their domicile in the City of Hoboken. Furthermore, there is no evidence to indicate that residents of the City of Hoboken will perform employment duties better than nonresident employees. In an attempt to obtain and retain the best employees for the City of Hoboken, The Council deems it advisable that the following regulations are hereby adopted.

**§ 6-22. Conditions.**

- A. **Residency.** Except as hereinafter set forth, officer or other person employed by the City of Hoboken on or after the adoption of this Article shall be required to be bona fide residents of the City of Hoboken at the time of their employment, or during the term of their employment by the City.
- B. **Exemptions.** The residency requirements set forth in Code Sections 59A-13, 59A-18 and 59A-33 shall remain unchanged and shall not be effected by Code Section 6-22.

**§ 6-23. (Reserved)**

**SECTION TWO:**

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

**SECTION THREE:**

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.

**SECTION FOUR:**

This Ordinance shall take effect as provided by law.

Adopted:

Approved:

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

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

Approved to Form:

  
\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

Date of Introduction: **February 3, 2010**

**CITY OF HOBOKEN**  
**ORDINANCE No: \_\_\_\_\_**

**AN ORDINANCE AMENDING AND SUPPLEMENTING THE LAWS OF  
THE CITY OF HOBOKEN, ADDING (All New Material)  
CHAPTER 81, UNLAWFUL RESIDENTIAL OCCUPANCIES**

**WHEREAS**, the City Council and Administration are committed to the health, safety and welfare of residents in the City of Hoboken; and

**WHEREAS**, illegal apartments and unregistered dwelling units drain municipal resources, lead to overcrowding in schools, neighborhood parking problems and unsafe living conditions, they also pose a health and safety hazard to tenants and the community;

**NOW, THEREFORE BE IT ORDAINED**, by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

**Section 1.** That the Code of the City of Hoboken is hereby amended and supplemented by adding a new chapter as follows:

**Chapter 81 UNLAWFUL RESIDENTIAL OCCUPANCIES**

**ARTICLE I**  
**Illegal Dwelling Units**

- § 81-1. **Purpose and Intent**
- § 81-2. **Prohibited Acts**
- § 81-3. **Definitions**
- § 81-4. **Penalties**
- § 81-5. **Relocation Assistance Fund**
- § 81-6. **Enforcement**

**GENERAL REFERENCES**

*To be added by Corporation Counsel as deemed necessary.*

**§ 81-1. Purpose and Intent**

- A. It has been brought to the attention of the City of Hoboken Construction Official, the City of Hoboken Fire Official and the City of Hoboken Health and Human Services Department Director that unlawful residential occupancy exist in the City of Hoboken.
- B. The Hoboken City Council finds that such unlawful residential occupancies are a detriment to the citizens of the City of Hoboken and determines to cause the abatement of same in order to promote the general health, welfare and safety of the citizens of Hoboken.
- C. Eliminating the number of unlawful residential occupancies in the City of Hoboken requires enforcement and the imposition of stringent penalties for offenders, especially repeat offenders.

**§ 81-2. Prohibited Acts**

- A. No person shall: (1) lease or offer to neither lease; or (2) rent or offer to rent; or (3) collect rent or lease payments; or (4) barter for services in lieu of rent or lease payments; or (5) permit occupancy of any "Illegal Dwelling Unit" as defined herein.
- B. No person shall: (1) lease or offer to lease; or (2) rent or offer to rent; or (3) collect rent or lease payments; or (4) barter for services in lieu of rent or lease payments; or (5) permit occupancy of any "Cubicle" as defined herein.

**§ 81-3. Definitions**

*Cubicle* is defined as one (1) or more rooms occupied or intended for occupancy with sleeping facilities, but without one (1) or more of the requirements of a "Dwelling Unit" as defined herein.

*Dwelling Unit* is defined as one (1) or more rooms occupied or intended for occupancy as separate living quarters for one (1) family with access directly from the outside of the building or through a common hall or passageway and for which separate cooking, sleeping and sanitary facilities are provided for the exclusive use of the occupants.

*Illegal Dwelling Unit* shall be defined as one:

- (a) for which no Certificate of Occupancy has been issued; OR
- (b) that fails to meet the requirements of the State of New Jersey Housing Law; OR
- (c) that was created without the issuance of required plumbing, electrical or building permits.

*Person* is defined as the fee owner, whether a natural person, corporation, limited liability company or other entity or any other natural person, corporation, limited liability company with authority or apparent authority to lease, or rent or authorize occupancy from the fee owner.

**§ 81-4. Penalties**

Any person who violates any provisions of this Section shall be penalized as follows:

- A. For the first violation – a fine of up to \$750.00 per day for each violation for each dwelling unit and/or ten (10) days in jail at the discretion of the Municipal Court Judge, and shall make a contribution to the City's Relocation Assistance Fund as provided for in § 81-5 hereof.

- B. For a second violation – a fine of not less than \$750.00 and not more than \$1,500.00 per day for each violation for each Dwelling Unit and/or twenty (20) days in jail at the discretion of the Municipal Court Judge, and shall make a contribution to the City's Relocation Assistance Fund as provided for in § 81-5 hereof.
- C. For a third and subsequent violation – a fine of not less than \$1,500.00 and not more than \$2,500.00 per day for each violation for each Dwelling Unit and/or thirty (30) days in jail at the discretion of the Municipal Court Judge, and shall make a contribution to the City's Relocation Assistance Fund as provided for in § 81-5 hereof.

Each day a Person violates a provision of this Section shall be considered a separate and distinct violation.

**§ 81-5. Relocation Assistance Fund**

Any person who violates any provisions of this Section and a tenant is displaced and must vacate the illegal occupancy as a result of the illegal status of the dwelling unit or cubicle, said person shall be required to make a mandatory contribution to the City's Relocation Assistance fund in the amount of at least one (1) month's rent and not to exceed the amount equivalent to six (6) month's rent in the discretion of the Municipal Court Judge for each violation for each dwelling unit. In any event, the minimum amount of the owner-landlord's contribution to the City's Relocation Assistance Fund shall be \$500.00 for each violation for each dwelling unit. This payment to the City's Relocation Assistance Fund is in addition to any other fines, penalties or other amounts that may apply pursuant to New Jersey Statutes relating to eviction of tenants of illegal occupancies.

**§ 81-6. Enforcement**

This Section may be enforced by the City of Hoboken Building Department Inspectors, City of Hoboken Bureau of Fire Prevention Inspectors, City of Hoboken Housing Inspectors and City of Hoboken Health Inspectors together with any other municipal officials authorized to enforce City of Hoboken Ordinances.

**Section 2. Inconsistency**

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

**Section 3. 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 4. Effect on Pending Actions**

That nothing in this Ordinance shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

**Section 5. Effective Date**

That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect immediately upon final adoption and approval thereof as provided by to law.

**Date of Introduction: February 3, 2010**

ADOPTED:

\_\_\_\_\_  
James J. Farina, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Kates, Corporation Counsel

APPROVED:

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

APPROVED:

\_\_\_\_\_  
Judy Tripodi, Fiscal Monitor

**CITY OF HOBOKEN  
ORDINANCE No: \_\_\_\_\_**

**AN ORDINANCE AMENDING AND SUPPLEMENTING THE LAWS OF THE CITY OF  
HOBOKEN, CHAPTER 81, UNLAWFUL RESIDENTIAL OCCUPANCIES, ADDING  
ARTICLE II, RELOCATION ASSISTANCE FOR DISPLACED TENANTS**

**WHEREAS**, the City Council and Administration are committed to the health, safety and welfare of residents in the City of Hoboken; and

**NOW, THEREFORE BE IT ORDAINED**, by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

**Section 1.** That the Code of the City of Hoboken, Chapter 81, Unlawful Residential Occupancies is hereby amended and supplemented by adding the following:

**Chapter 81 UNLAWFUL RESIDENTIAL OCCUPANCIES**

**ARTICLE II**

**Relocation Assistance for Displaced Tenants**

**§ 81-7. Purpose and Intent**

**§ 81-8. Relocation Assistance for Tenants Displaced Due to Illegal Occupancy**

**§ 81-7. Purpose and Intent**

- A. The City of Hoboken finds that in pursuit of the health, safety and welfare of the citizens of the city, tenants who are forced to leave their homes due to an illegal occupancy must be entitled to relocation assistance from their landlords.
- B. The Hoboken City Council currently does not have an ordinance requiring property owners-landlords to pay for relocation assistance for tenants who are forced to vacate their homes due to illegal occupancy.

**§ 81-8. Relocation Assistance for Tenants Displaced Due to Illegal Occupancy**

- A. Any tenant who receives a notice of eviction pursuant to N.J.S.A. 2A:18-61.2 or who otherwise receives written notice from the City of Hoboken Construction Official, Fire Official, Health Director or City Engineer that the dwelling unit is an illegal occupancy and must be vacated, and said notice results from zoning or code enforcement activity for an illegal occupancy that the landlord must correct, pursuant to N.J.S.A. 2A:18-61:1 (g), and as a result of being cited by local or State housing inspectors or zoning officers or by any City Official having enforcement

authority and it is unfeasible to correct such illegal occupancy without removing the tenant, said tenant shall be considered a "displaced person" and shall be entitled to relocation assistance in an amount equal to six (6) times the monthly rent paid by the displaced person. The owner-landlord of this structure shall be liable for the payment of relocation assistance pursuant to this section.

- B. In the event that owner-landlord fails to make payment to the displaced person pursuant to this Ordinance, the City, upon a showing of adequate proofs to be provided by the Tenant and in its ~~sole and absolute discretion taking into consideration all relevant factors, may pay relocation~~ assistance to any displaced person who has not received the required payment from the owner-landlord of the structure at the time of eviction from the City's Relocation Assistance Fund. The amount paid by the City to the tenant from the City's Relocation Fund shall not exceed any amount that may be due from the landlord pursuant to Section 1.A of this Ordinance.
- C. All relocation assistance costs incurred by the municipality pursuant to this section shall be repaid by the owner-landlord of the structure to the municipality in the same manner as relocation costs are billed pursuant to N.J.S.A. 20:4-4.1 and 4.2 and must be paid by the owner-landlord within ten (10) days after the mailing of such written demand for reimbursement of any funds expended by the City of Hoboken pursuant to this Ordinance. If timely payment is not made by the owner-landlord, the City of Hoboken shall be entitled to recover the reasonable cost of its attorney's fees and costs incurred by the City of Hoboken to enforce this Ordinance.
- D. All repayment shall be deposited into the City's Relocation Assistance Fund.
- E. The City of Hoboken may, after a hearing, impose upon the owner-landlord, for a second or subsequent violation for an illegal occupancy, a fine equal to the annual tuition cost of any resident of the illegally occupied unit attending a public school, which fine shall be recovered in a civil action by a summary proceeding in the name of the City, pursuant to N.J.S.A. 2A:58-10, et seq.
- F. The Municipal Court and the Superior Court shall have jurisdiction of proceedings for the enforcement of the penalties provided by this Section, pursuant to N.J.S.A. 2A:18-61.1 (g).

## **Section 2. Inconsistency**

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

## **Section 3. 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 4. Effective Date**

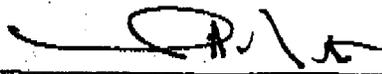
That this Ordinance shall take effect twenty (20) days after final adoption and approval thereof according to law.

~~Date of Introduction: February 3, 2010~~

ADOPTED:

\_\_\_\_\_  
James J. Farina, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Kates, Corporation Counsel

APPROVED:

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

APPROVED:

\_\_\_\_\_  
Judy Tripodi, Fiscal Monitor

Sponsor: Councilwoman, Beth Mason

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

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

**AN ORDINANCE INITIATING THE PREPARATION AND REVISION OF THE  
MUNICIPAL TAX MAPS AND AUTHORIZING A SPECIAL EMERGENCY  
APPROPRIATION PERSUANT TO N.J.S.A. 40A:4-53**

**WHEREAS**, N.J.S.A. 40A:4-53 provides for a municipality to adopt by ordinance special emergency appropriations for the carrying out of preparation of an approved tax map; and

**WHEREAS**, tax maps for the City of Hoboken have not been fully updated as a unified process for many years;

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

**SECTION ONE**

The sum, not to exceed \$300,000, is hereby appropriated by the City to use in its discretion as needed for the **Preparation and Revision of the Municipal Tax Maps**, and shall be deemed a Special Emergency Appropriation as defined and provided for in N.J.S.A. 40A:4-53(a).

**SECTION TWO**

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

**SECTION THREE**

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

ordinance, but shall remaining in effect; it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

**SECTION FOUR**

This ordinance shall take effect as provided by law.

**SECTION FIVE**

The City Clerk shall file two (2) copies of this Ordinance, after final passage, with the Director of the Division of Local Government Services as provided for in N.J.S.A. 40A-53 and include the Resolution per law and N.J.S.A. 40A-55 adopted by the City Council and certified to by law by the City Clerk.

**Date of Introduction: February 3, 2010**

APPROVED:

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

APPROVED:

\_\_\_\_\_  
Judy Tripodi, State Monitor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Kates, Corporation Counsel

ADOPTED:

\_\_\_\_\_  
James J. Farina, City Clerk

Sponsored by: Peter Cunningham

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

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

**AN ORDINANCE TO AMEND CHAPTER 190 OF THE CODE OF THE CITY OF HOBOKEN, ENTITLED "VEHICLES AND TRAFFIC" TO TURN SECOND STREET INTO A TWO-WAY STREET WITH BIKE PATHS BETWEEN RIVER STREET AND SINATRA DRIVE**

**WHEREAS**, the Council of the City of Hoboken declares it to be in the public's best interest for traffic within the City of Hoboken to be minimized and to flow safely for the general welfare of the residents of the City; and,

**WHEREAS**, pursuant to Section 7 of Chapter 190 of the Code of the City of Hoboken, Second Street between Sinatra Drive and River Street is designated as a two-way roadway; and,

**WHEREAS**, in conflict with Chapter 190, the actual use of Second Street between Sinatra Drive and River Street has been used as a one-way road with traffic heading westerly; and,

**WHEREAS**, SJP Properties ("SJP") has agreed to provide, at their sole cost and expense, all improvements necessary to implement two-way traffic on Second Street between River Street and Sinatra Drive, pursuant to plans produced by SJP professionals or consultants thereof, and agreed to by professionals from the City of Hoboken; and,

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of the City of Hoboken that Chapter 190 of the Code of the City of Hoboken is hereby amended as follows:

**SECTION ONE:**

Chapter 190 of the Code of the City of Hoboken is amended as follows:

**§ 190-3. Parking prohibited at all times.**

In accordance with the provisions of this § 190-3, no person shall park a vehicle at any time upon the following streets or portion thereof except for the pickup and drop off of passengers:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
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Adams Street	West	Beginning at a point 205 feet south of the southerly curblines of Third Street and extending 35 feet southerly therefrom
Bloomfield Street	West	Beginning at a point 35 feet north of the northerly curblines of Fourteenth Street and extending for 95 feet northerly therefrom
Bloomfield Street	West	Beginning at a point 189 feet north of the northerly curblines of Observer Highway and extending 37 feet northerly therefrom
<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Clinton Street	East	Beginning at a point 100 feet north of the northerly curblines of Third Street and extending 67 feet northerly therefrom
Clinton Street	East	Beginning at a point 190 feet north of the northerly curblines of Third Street and extending 45 feet north therefrom
<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Court Street	East	Beginning at the southerly curblines of Seventh Street and extending to the northerly curblines of Newark Street
Court Street	West	Beginning at the northerly curblines of Seventh Street and extending to the northerly curblines of Newark Street
Eighth Street	South	Beginning at the westerly curblines of Castle Point Terrace and extending to the easterly curblines of Hudson Street
Fifth Street	North	Beginning at the westerly curblines of River Street and extending to the easterly boundary line
Fifth Street	South	Beginning at the westerly curblines of River Street and extending to the easterly boundary line
First Street		
Fourteenth Street	North	Beginning at the westerly curblines of Willow Avenue and extending to the westerly curblines of Bloomfield Street
<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Fourteenth Street	South	Beginning at the westerly curblines of Willow Avenue and extending to the westerly curblines of Garden Street
Hudson Place	North	Beginning at the easterly curblines of Hudson Street and extending to the westerly curblines of River Street
Hudson Street	East	Beginning at the northerly curblines of Seventh Street and extending 101 feet southerly therefrom
Jackson Street	East	Beginning at the southerly curblines of Newark Street and extending to the northerly curblines of Paterson Avenue

Jackson Street	East	Beginning at a point 162 feet south of the southerly curblines of Third Street and extending 38 feet southerly therefrom
Jackson Street	West	Beginning at the southerly curblines of Newark Street and extending to the southerly curblines of Paterson Avenue
Madison Street	East	Beginning at the southerly curblines of Eleventh Street and extending to the northerly curblines of Fifteenth Street
<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
River Street	East	Beginning at the northerly curblines of Newark Street and extending 57 feet northerly therefrom
River Street	East	Beginning at a point 191 feet north of the northerly curblines of Third Street and extending 42 feet northerly therefrom
River Street	East	Beginning at a point of 95 feet north of the northerly curblines of First Street and extending 30 feet north therefrom.
River Street	East	Beginning at a point of 100 feet south of the southerly curblines of Second Street and extending 42 feet south therefrom
<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Second Street	North	Beginning at the northerly curblines of Hudson Street and extending to the northerly curblines of Washington Street
<u>Second Street</u>	<u>North</u>	<u>Beginning at the northerly curblines of Sinatra Drive and extending to the northerly curblines of River Street</u>
<u>Second Street</u>	<u>South</u>	<u>Beginning at the southerly curblines of Sinatra Drive and extending to the southerly curblines of River Street</u>
Sixth Street	North	Beginning at the westerly curblines of Jackson Street and extending to the westerly boundary line
Tenth Street	South	Beginning at the westerly curblines of Clinton Street and extending to the westerly curblines of Grand Street
Willow Avenue	West	Beginning at the southerly curblines of Fourteenth Street and extending 168 feet southerly therefrom
Willow Avenue	West	Beginning at a point 138 feet north of the northerly curblines of Third Street and extending 36 feet northerly therefrom
Willow Avenue	West	Beginning at the northerly curblines of Thirteenth Street and extending 65 feet northerly therefrom

**§ 190-29. Time-limit parking locations and fees.**

In accordance with the provisions of this § 190-29, no person shall park or stand a vehicle for longer than the time limit posted upon any of the herein described streets or parts of streets:

<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Clinton Street from Third Street to Fourth Street	Both	11:00 a.m. to 7:00 p.m./ 3.0 hours	\$0.25
Eight Street from Monroe Street to Jackson Street	South	9:00 a.m. to 6:00 p.m./ 2 hours	0.25
Fifth Street from Washington Street to Bloomfield Street	Both	9:00 a.m. to 7:00 p.m./ 3.0 hours	15 min. 0.25
First Street from Grand Street to Bloomfield Street	Both	11:00 a.m. to 7:00 p.m./ 1.5 hours	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
First Street from 76 feet east of the easterly curblines of Bloomfield Street to the westerly curblines of Washington Street	North	9:00 a.m. to 7:00 p.m./ 1.5 hours	\$0.25
First Street from Washington Street to Bloomfield Street			
First Street from Washington Street to Hudson Street	Both	8:00 a.m. to 7:00 p.m./ 2.0 hours	0.25
First Street from the westerly curblines of River Street to the easterly curblines of Hudson Street	North	9:00 a.m. to 7:00 p.m./ 90 minutes	0.25/ 30 min.
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>

Fourteenth Street1 from the easterly curbline of Hudson Street to the westerly curbline of Sinatra Drive North	South	10:00 a.m. to 7:00 p.m. Monday to Saturday/ 90 minutes	\$0.25 per min.
Fourteenth Street1 from the westerly curbline of Sinatra Drive North to the easterly curbline of McFeeley Lane	North	10:00 a.m. to 7:00 p.m. Monday to Saturday/ 90 minutes	0.25 per min.
Fourth Street from Hudson Street to Bloomfield Street	Both	9:00 a.m. to 7:00 p.m./ 3.0 hours	0.25
Fourth Street between Willow Avenue and Clinton Street	North	9:00 a.m. to 8:00 p.m./ 90 minutes	0.25/ 30 min.
Fourth Street from Clinton Street to Willow Avenue	South	11:00 a.m. to 7:00 p.m./ 3.0 hours	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Hudson Place from Hudson Street to River Street	North	8:00 a.m. to 7:00 p.m./ 2.0 hours	\$0.25
Hudson Place from River Street to the easterly boundary	North	8:00 a.m. to 7:00 p.m./ 2.0 hours	0.25
Hudson Place from 147 feet east of the easterly curbline of River Street to a point 72 feet east therefrom		8:00 a.m. to 7:00 p.m./ 2.0 hours	0.25
Hudson Street from First Street to Hudson Place	Both	8:00 a.m. to 7:00 p.m./ 2.0 hours	0.25

Hudson Street from 25 feet south of the southerly curbline of Hudson Place to a point 88 feet southerly therefrom	West	9:00 a.m. to 7:00 p.m./ 2.0 hours	0.25
Marshall Street from First Street to Second Street	East	9:00 a.m. to 6:00 p.m./ 2.0 hours	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Monroe Street from Eight Street to Seventh Street	West	9:00 a.m. to 6:00 p.m./ 2 hours	\$0.25
Newark Street from Garden Street to Willow Avenue	Both	8:00 a.m. to 8:00 p.m./ 12 hours	15 min. 0.25
Newark Street from Hudson Street to easterly boundary	Both	8:00 a.m. to 7:00 p.m./ 2.0 hours	0.25
Newark Street from Hudson Street to Washington Street	North	8:00 a.m. to 7:00 p.m./ 2.0 hours	0.25
Newark Street from Willow Avenue to Grand Street	North	8:00 a.m. to 8:00 p.m./ 12 hours	0.25
Newark Street between Court Street and Washington Street	South	9:00 a.m. to 10:00 p.m./ 20 minutes	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Newark Street from Washington Street to Bloomfield Street	South	9:00 a.m. to 7:00 p.m./ 1.5 hours	\$0.25
Newark Street between Washington Street and River	North	9:00 a.m. to 10:00 p.m./ 20 minutes	0.25

River Street from First Street to Hudson Place	Both	8:00 a.m. to 7:00 p.m./ 2.0 hours	0.25
River Street from First Street to Third Street	Both	9:00 a.m. to 7:00 p.m./ 3.0 hours	0.25
River Street between Newark Street and First Street	East	9:00 a.m. to 10:00 p.m./ 20 minutes	0.25
River Street from the northerly curbline of Third Street and extending to a point 191 feet northerly therefrom	East	9:00 a.m. to 9:00 p.m./ 15 minutes	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Second Street between Washington Street and Bloomfield Street	Both	9:00 a.m. to 10:00 p.m./ 90 minutes	\$0.25/ 30 min.
Second Street from Washington Street to Hudson Street	South	9:00 a.m. to 7:00 p.m./ 3.0 hours	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Second Street from westerly curbline of River Street to a point of 65 feet westerly therefrom.	South	9:00 a.m. to 7:00 p.m./90 minutes	\$0.25/ 30 min.
Second Street from the westerly curbline of River Street and extending to the easterly curbline of Hudson Street.	North	9:00 a.m. to 7:00 p.m./90 minutes	0.25/ 30 min.

<del>Second Street between Sinatra Drive and River Street [Added 4- 21-1999 by Ord. No. R-380]</del>	<del>Both</del>	<del>9:00 a.m. to 9:00 p.m./2 hours</del>	<del>0.25/ 30 min.</del>
Seventh Street from Bloomfield Street to Hudson Street	Both	9:00 a.m. to 7:00 p.m./3.0 hours	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Sinatra Drive beginning 580 feet north of the easterly curblin of River Street and extending 240 feet north therefrom.	East	9:00 a.m. to 9:00 p.m./ 2.0 hours	\$0.25/ 30 min.
Sinatra Drive between Second Street and Fourth Street	East	9:00 a.m. to 9:00 p.m./ 2.0 hours	0.25/ 30 min.
Sinatra Drive from 5th Street to end	East	9:00 a.m. to 9:00 p.m./12.0 hours (For vehicles with resident permits only 9:00 a.m. to 6:00 p.m.)	\$0.25/15 min.
Sixth Street from Hudson Street to Bloomfield Street	Both	9:00 a.m. to 7:00 p.m./ 3.0 hours	\$0.25
Third Street from Grand Street to Clinton Street	Both	11:00 a.m. to 7:00 p.m./ 3.0 hours	0.25
Third Street from Hudson Street to Bloomfield Street	Both	9:00 a.m. to 7:00 p.m./ 3.0 hours	0.25
Third Street from Willow Avenue to Park Avenue	Both	11:00 a.m. to 7:00 p.m./ 3.0 hours	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Third Street from Clinton Street to Willow Avenue	South	11:00 a.m. to 7:00 p.m./ 3.0 hours	0.25

Washington Street from Observer Highway to Seventh Street	Both	9:00 a.m. to 7:00 p.m./ 1.5 hours	\$0.25
Washington Street from Seventh Street to Eighth Street	Both	9:00 a.m. to 7:00 p.m./ 3.0 hours	0.25
Washington Street between Fourth Street and Fifth Street	West	9:00 a.m. to 9:00 p.m./ 20 minutes	0.25
Washington Street between Sixth Street and Seventh Street	West	9:00 a.m. to 8:00 p.m./ 20 minutes	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Washington Street beginning at the southerly curblin of Third Street and extending 260 feet southerly therefrom	West	9:00 a.m. to 9:00 p.m./20 minutes	\$0.25
Washington Street between First Street through Seventh Street	East	9:00 a.m. to 9:00 p.m./90 minutes	0.25/ 30 min.
Washington Street between First Street to 260 feet from the curblin of Third Street	West	9:00 a.m. to 9:00 p.m./90 minutes	0.25/ 30 min.
Washington Street between Third Street through Fourth Street	West	9:00 a.m. to 9:00 p.m./90 minutes	0.25/ 30 min.
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Washington Street between Fifth Street through Sixth Street	West	9:00 a.m. to 9:00 p.m./90 minutes	\$0.25/ 30 min.

Washington Street beginning 100 feet of the southerly curblin of Second Street and extending 85 feet southerly therefrom	West	9:00 a.m. to 9:00 p.m./20 minutes	0.25/ 20 min.
Willow Avenue from First Street to Newark Street	Both	9:00 a.m. to 7:00 p.m./8.0 hours	0.25
Willow Avenue from Newark Street to Observer Highway	Both	8:00 a.m. to 8:00 p.m./12 hours	0.25
<b>Street Location</b>	<b>Side</b>	<b>Hours/Time Limit</b>	<b>Rate</b>
Willow Avenue from Third Street to Fourth Street	Both	11:00 a.m. to 7:00 p.m./ 3.0 hours	0.25
Willow Avenue from Thirteenth Street to Sixteenth Street	Both	8:00 a.m. to 8:00 p.m./ 12 hours	0.25

**§ 190-46. Bicycle lanes.**

A. Streets designated. ~~The governing body of the City of Hoboken that the~~ City Council designates that Madison Street and Grand Street from Observer Highway and Newark Avenue, respectively, to 15th Street in the City of Hoboken shall have five (5) foot bicycle lanes on the left side of each street. The governing body also designates that Second Street from Sinatra Drive to River Street shall have five (5) foot bicycle lanes on both sides of the street. These lanes shall include standard bicycle symbols painted on the street within the bike lanes to notify drivers that they need to share the road with bicyclists.

B. No cars shall be permitted to either travel or park in these lanes.

C. Motorized vehicles must yield to bicycle riders in these lanes, and that bicycle riders shall yield to pedestrians at all crosswalks.

D. In addition to bicycle riders, individuals using roller blades, motorized wheelchairs with an orange safety flag at least five (5) feet above street level, and bicyclers with attached trailers for children will also have the same orange safety flag attached to the rear of the portage vehicle, shall also be permitted to use the bike lanes.

E. In the event that any individual violates the terms of this section he/she shall be subject to a fine in the Municipal Court of the City of Hoboken in an amount of one hundred dollars (\$100.) for the first offense and two hundred dollars (\$200.) per violation for any subsequent offenses.

The remainder of Chapter 190 shall remain unchanged.

**SECTION TWO:**

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

**SECTION THREE:**

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.

**SECTION FOUR:**

This Ordinance shall take effect as provided by law.

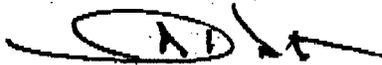
Adopted:

Approved:

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

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

Approved as to Form:



\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

Date of Introduction: February 3, 2010

E. In the event that any individual violates the terms of this section he/she shall be subject to a fine in the Municipal Court of the City of Hoboken in an amount of one hundred dollars (\$100.) for the first offense and two hundred dollars (\$200.) per violation for any subsequent offenses.

The remainder of Chapter 190 shall remain unchanged.

**SECTION TWO:**

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

**SECTION THREE:**

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.

**SECTION FOUR:**

This Ordinance shall take effect as provided by law.

Adopted:

Approved:

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

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

Approved as to Form:

\_\_\_\_\_  
Michael B. Kates, Corporation Counsel

Date of Introduction: **February 3, 2010**