

November 23, 2010

Dear Council Members:

On Monday, November 14, 2010 the City Council failed to move forward on an Ordinance to establish on street parking spaces for Connect by Hertz vehicles in the Corner Cars program. The vote was 4-4 with Councilman Giacchi absent.

In light of the 8-1 margin by which the City Council voted to approve the Corner Cars contract with Hertz and the 7-1 margin by which the City Council voted to support the "Surrender Your Permit" program, I was truly surprised by the failure to move forward on the Ordinance which is an essential component of the program. This memo will clarify the reasons why it is so important that the Ordinance be passed without delay, and I hope after reading it those who voted against the Ordinance will reconsider their positions.

The Corner Cars program is not a stand alone project intended to create more parking. It is part of an overall transportation strategy to make it easier to live in and get around Hoboken without a car. This directly and significantly enhances the quality of life of thousands of people in Hoboken who do not own cars and therefore do not contribute to our shortage of parking. In addition, because these strategies make it easier to get around without a car, they have resulted in 45 people so far deciding they no longer need their cars and surrendering their parking permits. This already exceeds the 42 parking spots dedicated to Corner Cars which means that the program has, at this point, directly benefited those without cars without reducing the number of parking spots available for those that do own cars. As the program matures, more people will give up their cars, move to Hoboken without a car, or make decisions not to buy cars because they have less need for them. This will help alleviate our parking shortage, making this program a huge win for all Hobokenites, both those who own cars and those who don't.

Nearly 1,000 Hobokenites are already directly benefiting from the Corner Cars Program as members (see attached map for locations of participants). The 45 people who have surrendered their permits have done so based on their belief that the City was committed to supporting the Corner Cars Program. Given the 8-1 margin by which the City Council passed the Agreement with Hertz, that belief was certainly understandable.

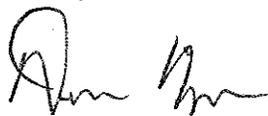
OFFICE OF THE MAYOR

The City has a contractual obligation to Hertz to create these dedicated on street parking spaces. It also has an ethical and possibly legal obligation to the residents who have made decisions in reliance on our compliance with that Agreement. Residents have sold their cars only because they rightly believed they could rely on the Corner Cars program.

The Corner Cars Program is an enormous success and has been lauded throughout the media and academic journals, including the New York Times and the current issue of the League of Municipalities Magazine.

I urge all of you to consider this information, put politics aside, and do what is right for our City.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dawn Zimmer', with a stylized flourish at the end.

Mayor Dawn Zimmer



## HOBOKEN DEPARTMENT OF TRANSPORTATION & PARKING

94 Washington Street | Hoboken | New Jersey | 07030 | 201.653.1919 | www.hobokennj.org

### COMMUNICATION:

**To:** Hoboken City Council  
**From:** Ian Sacs, P.E.  
**Date:** 23 November 2010  
**Re:** Corner Cars Program Concerns

Dear Council Members:

In April of this year, the City Council voted 8-1 in favor to approve a contract with Hertz Connect to provide car sharing vehicles for the City's "Corner Cars" program. Since then, there have been several constituent concerns that may have lead the Council to more recently vote down an ordinance establishing the locations of these vehicles throughout the City. While the legal ramifications of this action are addressed under separate cover by our legal department, I would like to attempt to address what I believe to be the concerns expressed to me from residents as well as members of the Council.

1. **Are Corner Cars Taking Up Valuable On-Street Parking Spaces?:** When City Council approved the Corner Cars program in April, I made a commitment that the program would work as a "savings account" to the City's parking problem, by "investing" a few parking spaces in expectation of a "return on investment" of hundreds of parking spaces made available due to residents choosing to no longer own a car. This commitment was based on data in other cities that not only showed that car sharing allows residents to give up owning a car, but also solid data for Hoboken over the past 7 years demonstrating that for every car sharing vehicle located in Hoboken, over 17 residents gave up their cars. Moreover, over 20 additional residents stated that they either put off buying a car or decided altogether not to buy one because of the availability of car sharing in Hoboken. The City Council voted in favor of the program at that time with the expectation that, as the program matured, we would see resident cars come off the streets.

The initial loss of parking was a legitimate concern by residents since the program was new and we had little to show for the "investment." But in just 5 months time, we have seen nearly 50 residents surrender their parking permits and give up their cars, thereby opening up parking spaces and reducing congestion. Since the Corner Cars program required the placement of 42 cars on-street, we can confidently claim that the Corner Cars program has not only already given a return on our initial investment, we are seeing additional "interest" accrue each day in the form of more and more permits being surrendered, new residents moving to Hoboken without a car, and existing residents postponing or deciding against purchasing a car. There is absolutely no argument against the success of this program to do exactly what I committed to; namely, address Hoboken's "parking problem" via demand side solutions that incrementally chip away at our looming overcapacity.

Dawn Zimmer  
Mayor

Ian Sacs, P.E.  
Director

To return to the savings account analogy, we invested 42 parking spaces 5 months ago and have already earned 45 parking spaces in return. That is approximately a 150% return on investment! I would challenge anyone to propose a solution to the City's parking problem with such aggressive returns.

2. **Why Are We Allowing Hertz to Advertise For Free?:** The simple answer here is because it's good for the Corner Cars program's success. The more elaborate answer is that the success of the Corner Cars program is intrinsically linked to the membership numbers Hertz acquires as the City's vendor. So by encouraging Hertz to advertise the program we are simultaneously informing and encouraging new membership. And technically Hertz is not doing anything for free; they are leasing on-street spaces at \$100/month/space for the rights to provide this service to the City. Any argument against the ability for Hertz to promote car sharing is an argument against the successful growth of the program.
3. **Why Don't We Put These Cars In Garages?:** This is certainly an option for car sharing, but several precedents around the country have clearly demonstrated that on-street placement of car sharing vehicles results in significantly greater visibility, which leads to much higher awareness and, hence, membership. If we want the program to be successful, we want the vehicles to not only be as visible as possible, we also want them to be located in convenient proximity to the residents they serve. Some residents have asked why they can't lease an on-street space for \$100/month; my response to that is if they are willing to share their car with 40-50 other people, then I would fully support the Council establishing legislation to lease spaces to private residents under the guidelines of a community car sharing program. In fact, there are companies interested in facilitating such services that have expressed interest in Hoboken; perhaps we are not far away from such a program. Meantime, the existing car sharing model has demonstrated that it can quickly acquire membership and that the cars are therefore being used more and more often.
4. **Why Is The City Promoting A Program For The Rich?:** In the United States, the average cost of vehicle ownership is \$7,000/year, or \$20/day, based on data provided by AAA. This cost is likely higher in urban areas, however, even using this cost, it is clear that in most cases the cost of owning a vehicle is significantly higher than renting a vehicle by the hour when needed. Corner Cars hourly rental rates are between \$5/hour and \$16/hour, so the only circumstances where car sharing is more expensive than owning a car is if the car is being used for several hours every day.

Car sharing has actually been shown to serve lower income families much better than those in higher income brackets. This is particularly true because owning a car places a significantly higher burden on lower income families than it does higher income families, sometimes representing in excess of 30% of the total annual income of the family. In fact, the fundamental argument for promoting Corner Cars to the community is the economic benefit of using these vehicles versus owning a car for anyone who does not commute by car every day. But this isn't just a claim or emotional appeal, the numbers speak for themselves.

Corner Cars relieves residents of the burdens of unexpected repairs, rising insurance rates, and maintenance and fuel costs, not to mention the concerns about safety and reliability of a family car. It is unfortunate that anyone would represent this program as anything other than beneficial to all Hoboken residents, regardless of income.

5. **Why Don't I See Corner Cars Being Used That Much?:** In the United States, a privately owned automobile is used 55 minutes per day based on recent USDOT data. In Hoboken, where many residents use public transportation to commute to work every day, the total amount of vehicle use is significantly lower than this; in fact, it is more effectively measured in minutes per month rather than per day. Nonetheless, 55 minutes per day – the national average – is equivalent to a 4% rate of utilization.

Corner Car vehicles already average well above this utilization rate, and when the program reaches maturity at ~2,000 members, our target overall utilization is a minimum 25%, which translates to the vehicles being used a minimum of 6 hours each day. With just one-third the membership needed for that level of utilization, we are already well on our way to achieving that goal. And currently we are well above the benchmarks set for car-sharing programs in both membership and utilization at this stage.

6. **Why Don't Corner Cars Have To Move For Street Cleaning?:** Street cleaning regulations exist for any specific location in Hoboken once per week, or four times per month. The exception is Washington Street where street cleaning is performed every weekday. We addressed the street cleaning concerns raised by Councilwoman Mason during the first month of the program in three ways. First, Hertz coordinated their bi-weekly maintenance and interior cleaning schedules to match our street cleaning regulations, so each of their cars is moved for service at a minimum for two of the four street cleaning events each month. Second, as membership increases, so too does utilization. The more times the vehicle is used, the more likely it is that the vehicles are in use during the remaining two street cleaning hours, which means that more and more often the cars are not there during street cleaning times. Third, Hertz agreed to come out and manually clean up around their cars if the above two items are not sufficient and we get complaints.

To date I have had two complaints in five months, and for each call Hertz went out and cleaned up within a few hours. It is my opinion that the residual street cleaning concerns expressed by residents are not about the street being unkempt, but because of the perceived "unfairness" of these cars not having to move while residents have to do so. As the program membership increases, the occasions when these cars are parked during street cleaning times will continue to diminish. Snow removal is the responsibility of Hertz.

I hope the above information assists in understanding the benefits of the program. Please feel free to contact me with any questions. Thank you for your time and consideration!

cc: Dawn Zimmer, Arch Liston

# Corner Cars Member Addresses in the City of Hoboken as of November 23, 2010



interoffice  
MEMORANDUM

City of Hoboken  
Office of Corporation Counsel

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**To:** All Members of City Council  
**From:** Mark Tabakin, Corporation Counsel  
**cc:** Mayor Dawn Zimmer  
**Date:** November 23, 2010  
**Subject:** **Contract between the City of Hoboken and Hertz Corporation re: City Wide Car Sharing Program, also known as "Hoboken Corner Cars"**

As you know, on April 7, 2010, City Council adopted Resolution No. 10-335 which awarded a contract to Hertz Corporation for providing City Wide Car Sharing within the City of Hoboken ("City") in accordance with the bid specifications set forth in Bid Number 10-20. (A copy of Resolution No. 10-335 is attached as Exhibit A; Specifications set forth in Bid Number 10-20 are attached as Exhibit B.) Resolution No. 10-335 specifically provides that pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is authorized to enter into an Agreement with Hertz Corporation. Accordingly, the City entered into an Agreement with Hertz Corporation to render the services as set forth in the bid specifications of Bid Number 10-20 on a two year trial basis. (A copy of the Agreement is attached as Exhibit C.)

The bid specifications as set forth in Bid Number 10-20 clearly establish that the City shall provide a minimum of twenty "pods" (which are parking spaces, 2 cars per pod, that hold up to 40 vehicles). Similarly, according to these bid specifications, although the City has discretion to approve the final designation of pod locations, the "pods shall be distributed throughout the City such that a minimum of 85 percent of the residential population lives within 250 meters (approximately two City blocks) of at least one pod." (See Section 1.21 of the Bid Specifications - Exhibit C) Furthermore, Section 1.2 of the Bid Specifications titled, "Vehicle Distribution", specifically provides:

1.2.2 Vehicles shall be geographically distributed to ensure access to low-income neighborhoods, applicable academic institutions and transit connection options including the Hoboken Terminal, bus, ferry, and light rail stops.

1.2.3 Provider shall identify the optimum locations, according to the criteria established above in Sections 1.2.1 and 1.2.2, subject to approval of the City for final designation, for pod locations

1.2.4 In all possible instances, vehicles shall be located in pods at the inbound corners of intersections, unless this configuration is geometrically or operationally not feasible.

Accordingly, the City is contractually obligated to identify and legally establish parking spaces for corner cars.

On May 19, 2010, City Council adopted Resolution No.10-414 which permits the establishment of a ninety (90) day temporary car sharing zone at various on-street locations throughout the City for the purpose of initiating the City-Wide Car Sharing Program entitled "Hoboken Corner Cars". (A copy of Resolution No. 10-414 is attached as Exhibit D.) Similarly, on September 1, 2010, City Council adopted Resolution No. 10-575 which extends the temporary parking spaces for "Hoboken Corner Cars" for an additional ninety (90) day period, and establishes specific parking and related rules for "Hoboken Corner Cars" on a pilot basis. (A copy of Resolution No. 10-575 is attached as Exhibit E.)

Pursuant to N.J.S.A. 39:4-197, parking spaces on the municipal rights-of-way must be established by ordinance. Temporary spaces established by resolution do not constitute a legally enforceable parking regulation.<sup>1</sup> Enforcement of the parking regulations and related rules for corner car spaces requires adoption of an ordinance. Accordingly, an ordinance establishing specific parking spaces and related rules for "Hoboken Corner Cars" was presented to City Council for first reading at the November 15, 2010 Council meeting. However, City Council did not pass this ordinance. (A copy of ordinance marked "Failed First Reading" is attached as Exhibit F.)

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<sup>1</sup> We have only been able to address this situation thus far by issuing temporary no-parking regulations.

The specifications set forth in Bid Number 10-20 clearly provide that the City is contractually obligated to identify and legally establish parking spaces for corner cars. The failure of City Council to adopt a Corner Car ordinance satisfying the City's obligations under the Agreement will constitute a breach of contract by the City. Accordingly, if City Council does not pass an ordinance establishing and identifying the parking spaces as set forth in the bid specifications, the City and City Council should anticipate litigation which may result in monetary damages (including attorney fees) and/or equitable remedies (including a court ordering the City to deliver the on-street parking as promised in the contract through an action for specific performance.)

EXHIBIT A

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Introduced by: [Signature]

Seconded by: [Signature]

CITY OF HOBOKEN

RESOLUTION NO. 10-335

THIS RESOLUTION AWARDS A CONTRACT TO THE HERTZ CORPORATION FOR PROVIDING CITY WIDE CAR SHARING WITHIN THE CITY IN ACCORDANCE WITH THE SPECIFICATIONS IN BID NUMBER 10-20.

WHEREAS, proposals were received on 5 March 2010 for City Wide Car Sharing Services, and

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

VENDOR	Monthly Rent	Incentive	Membership	Hourly Rate
The Hertz Corp. One Greentree Ctr. Marlton, NJ 08053	\$ 100.00	\$ 75/Driving \$100/Driving if no permit	N/A	\$14.00/week \$16.00/weekend
ZipCar 1265 Broadway New York, NY 10001	\$ 225.00	\$ 130/Driving	\$ 20/yr one	\$15.00/day + Tax

AND WHEREAS, the Director of the Transportation and Parking Department recommends the award to the Hertz Corporation,

NOW THEREFORE BE IT RESOLVED as follows:

- A. This resolution awards a contract to The Hertz Corporation for City Wide Car Sharing 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 The Hertz Corporation.
- C. This resolution shall take effect immediately upon passage.

Meeting of: April 7, 2010

*a. No vehicles will be placed on the "residential only" side of the street*

APPROVED:

[Signature]  
Ian Sacs, P.E., Director, Trans. & Parking

APPROVED AS TO FORM:

[Signature]  
Michael Kates, Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY

THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

APR 07 2010

[Signature]  
CITY CLERK

**EXHIBIT B**

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**PUBLIC NOTICE  
CITY OF HOBOKEN  
HUDSON COUNTY, N.J.  
NOTICE TO BIDDERS**

Sealed proposals will be received by the City Clerk of the City of Hoboken on or before:

**FRIDAY, 5 MARCH 2010, at 11 A.M.**

by Certified United States Mail addressed to the City Clerk, or by presenting to the City Clerk at the City Council Chambers, City Hall, 94 Washington Street, Hoboken, New Jersey, at the above time and date for:

**BID NO. 10-20: CITY WIDE CAR SHARING PROGRAM**

in accordance with the specifications heretofore adopted by the Council of the City of Hoboken.

Proposals are to be submitted according to the requirements of the aforesaid specifications and, where required, accompanied by a certified check, bank check, or bid bond payable to the order of the City of Hoboken in the sum of ten (10%) percent of the annual rent for forty (40) spaces as shown in each bid, but not in excess of \$20,000.00.

The right is reserved to reject any and all proposals submitted to said Council, and for the waiver by said Council of any informality in the proposals received.

Bidders are required to comply with N.J.S.A. 34:11-56.25 regulating wages on public works, and with Equal Employment Opportunities Act. Bidders are required to comply with the requirements of P.L. 1975, c.127 (NJAC 17:27). Bidders are required to comply with the requirements of P.L. 1977, c.33. If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

By virtue of Executive Order #34 (1976), vendors currently suspended, debarred, or disqualified are excluded from participation on this project.

Proposals shall be addressed to the Counsel of the Mayor and Council of the City of Hoboken, enclosed in a plain, sealed, envelope addressed to said Council and endorsed:

**BID NO. 10-20: CITY WIDE CAR SHARING PROGRAM**

Bidders must comply with the Nuclear Free Hoboken Ordinance.

Specifications can be obtained, on or after Monday, 8 February 2009, at the Office of Purchasing, City Hall, 94 Washington Street, Hoboken, New Jersey between the hours of 9:00 A.M. and 4:00 P.M. daily, except weekends and legal holidays.

By order of the Counsel of the Mayor and Council of the City of Hoboken.

**JAMES J. FARINA**  
City Clerk

CITY OF HOBOKEN

Bid No. 10-20: City Wide Car Sharing Program

MANDATORY FORMS TO BE SUBMITTED WITH BIDS

Each bidder is required to complete this checklist of all mandatory items that are required for this bid. The absence of any of these mandatory forms from the sealed bid package will be sufficient for the rejection of the entire bid.

- |     |                                                                               |                   |
|-----|-------------------------------------------------------------------------------|-------------------|
| 1.  | Affirmative Action Data Form                                                  | <u>    X    </u>  |
| 2.  | Affirmative Action Affidavit                                                  | <u>    X    </u>  |
| 3.  | Prevailing Wage Affidavit                                                     | <u>    X    </u>  |
| 4.  | Stockholder Disclosure Form                                                   | <u>    X    </u>  |
| 5.  | Non-Collusion Form                                                            | <u>    X    </u>  |
| 6.  | Nuclear-Free Hoboken Ordinance Statement                                      | <u>    X    </u>  |
| 7.  | Statement of Understanding                                                    | <u>    X    </u>  |
| 8.  | Proposal Form                                                                 | <u>    X    </u>  |
| 9.  | Proof of Business Registration<br>(Copy of Business Registration Certificate) | <u>    X    </u>  |
| 10. | Evidence of Public Works Contractor Registration                              | <u>          </u> |
| 11. | List of Subcontractors                                                        | <u>          </u> |
| 12. | Subcontractor Certificate                                                     | <u>          </u> |

## BID PROPOSAL

Bid Number: 10-20: City Wide Car Sharing Program

Based upon the specification herein provided, the following is the proposal for this project:

- A. MONTHLY RENT/VEHICLE
- B. INCENTIVE TO JOIN/NEW MEMBER
- C. MEMBERSHIP RATE/YEAR
- D. HOURLY RATE/BEST VEHICLE

Please write out the number.

Name of Firm: \_\_\_\_\_

For the Firm: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

## SCOPE OF WORK

In recent years, the precedent for city-wide car-sharing programs has been set by several cities across the United States. As Americans rediscover the value and opportunities of a multi-modal urban environment, car-sharing has demonstrated itself as a successful and critical component in an expanding modal choice "menu". Several studies have shown that by strategically placing car-sharing vehicles (CSV's) in residential areas where driving is not critical (i.e. cars are not used for daily work commutes), the perceived need for owning a car drops significantly as these vehicles provide a convenient alternative to non-regular use. Moreover, the choice to use a CSV for auto trips versus ownership can dramatically lower household expenses. When properly implemented, studies have demonstrated that for each CSV placed in a community, ten to twenty households choose to give up their car.

The City of Hoboken (herein referred to as "City") is interested in tackling its "parking problem" by providing residents an alternative to car ownership that is potentially more convenient and reduces their living expenses. As car-sharing vehicles become more readily available, some households are expected to cut car ownership costs from their budget, thereby eliminating a car from the city and reducing on-street parking demand. Specifically, the City is looking to car-sharing to potentially supplant the need for owning a car for non-essential, recreational, purposes. The intent is to provide a wide selection of easily accessible vehicles to residents throughout the city, in close proximity to their homes.

The City is therefore seeking bids from qualified firms, teams, manufacturers, providers, or contractors (herein referred to as "Provider") with demonstrated experience in providing and maintaining city-wide car-sharing services for this purpose.

## SYSTEM SPECIFICATIONS

The City has determined minimum system specifications and requirements as outlined below. Failure to comply with these specifications may be cause for rejection of the bid; however, Providers who cannot meet all specifications may choose to submit bids with an attached itemization of non-meetable specifications and explanation why such items are not available/necessary. Items described as "preferred" are not requirements; however, the City reserves the right to reject bids that fall short of meeting several stated preferences without sufficient explanation; therefore, bidders are encouraged to address these preferences by stating whether or not they comply, and if not, providing explanation of the circumstances preventing compliance. The City will then consider whether or not these explanations are sufficient. Alternate components that will meet the same function may be considered, but must be clearly identified and explained in detail as to why a deviation from the specifications listed below are acceptable.

### 1.1 Vehicle fleet

1.1.1 A minimum of twenty (20) pods and forty (40) telematics-equipped vehicles shall be provided by the Provider. Each pod shall have at least two vehicles.

1.1.2 A mix of vehicle types and sizes shall be provided, including sub-compacts, vans and pickup trucks.

1.1.2 Because parking is scarce, strong preference is given to shorter vehicles which will require shorter designated reserved spaces. The maximum allowable length for any vehicle provided by the Provider is eighteen (18) feet.

1.1.3 To reduce the emissions of greenhouse gases, Provider shall offer vehicles that are at the top of their class in terms of fuel efficiency and emissions, according to the EPA. The minimum average combined (city and highway) EPA-rated MPG of the entire fleet is 35MPG. Bidders must confirm that their fleet mix will meet or exceed this minimum requirement.

1.1.4 Provider must have the capability to comply with the Americans with Disabilities Act and serve the disabled community, i.e. hand controls, upon request by a member. Accommodation must be made at least within 24 hours of a request; however, the ability to make an accommodation within a shorter time frame is preferred. Vehicles shall be made available in the same manner as other shared vehicles provided by this contract.

1.1.5 All vehicles must be new (or nearly new) and in excellent condition. A maximum age of three (3) years or mileage 36,000 miles is permissible, whichever occurs first.

### 1.2 Vehicle distribution

1.2.1 Pods shall be distributed throughout the City such that a minimum of 85 percent of the residential population lives within 250 meters (approximately two City blocks) of at least one pod.

1.2.2 Vehicles shall be geographically distributed to ensure access to low-income neighborhoods, applicable academic institutions and transit connection options including the Hoboken Terminal, bus, ferry, and light rail stops.

1.2.3 Provider shall identify the optimum locations, according to the criteria established above in Sections 1.2.1 and 1.2.2, subject to approval of the City for final designation, for pod locations.

1.2.4 In all possible instances, vehicles shall be located in "pods" at the inbound corners of intersections, unless this configuration is geometrically or operationally not feasible.

### 1.3 Parking Spaces for Pods

1.3.1 Parking spaces will be painted by the City and identified with branded signage provided by the Provider.

subject to approval of the City.

1.3.2 The City shall be responsible for towing vehicles illegally parked in designated carsharing spaces in a reasonable timeframe upon notice.

1.3.3 On-street reserved parking spaces shall be located to complement Hoboken's "daylighting" efforts at critical interior corners of intersections, where appropriate.

#### 1.4 Revenue for the City

1.4.1 The Provider shall include in the bid a monthly rent which will be paid to the City by the Provider for each on-street parking space reserved exclusively for the car-sharing program. Since the total number of vehicles provided may vary as described in Section 1.1, this monthly rent provided in the bid proposal shall be the bid per on-street space, which shall be the applicable rent no matter where the on-street space is located.

1.4.2 Payment shall be made for all designated spaces by the Provider within thirty (30) calendar days of the end of each month for which these spaces are designated for such use in the City Code.

#### 1.5 Prices

1.5.1 Prices for membership and the use of the vehicles must be set at rates reasonable for the market area and the cost structure of the Provider.

1.5.2 No additional fees or costs are to be charged to the customer for a hand control equipped vehicle.

1.5.3 A fee schedule shall be provided with bid submission which includes the Hoboken resident participant membership fee and hourly rental rates for each vehicle type/category (i.e. from standard to premium vehicles).

1.5.4 Fees and hourly rental rates shall be fixed for the life of the contract, or a maximum of two years, except for the purposes of applying promotional discount incentives.

#### 1.6 Resident Access to Carsharing Program

1.6.1 Provider shall provide reasonable age requirements and restrictions for membership.

1.6.2 Vehicles shall be made available to qualified Stevens University students age 18 and over.

#### 1.7 Personnel

1.7.1 Provider shall provide sufficient personnel with appropriate experience to run the program.

1.7.2 At all times, at least one (1) staffperson shall be available who is fully trained on policies related to serving the disabled community.

#### 1.8 Registration System

1.8.1 The Provider shall offer web-based reservation/payment utilities that are user friendly, allowing access to the program and credit card payment 24 hours a day, 7 days a week. Accessibility to the reservation system via mobile devices is preferred.

1.8.2 Access to the vehicles must be paperless and automated.

1.8.3 The Provider shall create a branded section of their website specific to the City's carsharing program.

Information to be included on the website includes:

a) Information residents will need to apply for membership and use of vehicles.

b) The capability to enter City-specific discount codes as described in "Registration promotion".

c) Links and information for other alternate forms of transportation in the City and region including bus, rail and bicycling.

#### 1.9 Registration promotion

1.9.1 To encourage residents to switch to carsharing, Provider is expected to provide "incentives" for residents to join. These may include waiving membership fee for a specified number of years, discounts, credits, or a combination of these.

1.9.2 Additionally, the Provider shall cooperate with the City in granting an additional incentive for residents who participate in a "Surrender Your Parking Permit" program in the form of waiving membership fee for a specified number of years, discounts, credits, or a combination of these.

1.9.2 Provider will provide the City with a promotion code(s) which will be given to such residents.

1.9.3 Provider website should accept promotion code.

1.9.4 Provider shall include a dollar amount representing the maximum incentive dollar value offered to an individual participating resident. Methodology for calculating said maximum incentive dollar value amount shall be included.

#### 2.0 Customer Service

2.0.1 Provider must provide the City a primary and secondary point of contact that is able to be reached Monday through Friday during normal operating hours (8 am to 6 pm), Eastern Time.

2.0.2 Provider must also provide a point of contact for the City for after hour requests (6pm - 8am).

2.0.3 Provider must return phone calls the same day should the City need immediate assistance.

2.0.4 Provider shall provide a "trouble call" telephone number which is answered twenty-four (24) hours per day.

seven (7) days per week and which is prominently displayed in each vehicle.

## 2.1 Marketing

2.1.1 Provider must include a marketing or campaign plan to inform residents of Hoboken of the new service. The marketing or campaign plan is subject to approval from the City and shall include:

- a) Pamphlet information on the benefits of the carsharing service.
- b) Digital copy materials for use in presentation software, City website, other media, or on local television channels.

2.1.2 To help members transition from using a personal vehicle for most trips to using carsharing, Provider should promote the use of alternative transportation by making information about local transit options and programs that support transit, existing bicycle routes and amenities, and groups that support alternative transportation on their website and literature. Provider is also expected to partner with these or other local groups for marketing or other purposes.

## 2.2 Vehicle Availability

2.2.1 The Provider shall monitor vehicle usage to ensure sufficient supply, especially during high-demand periods.

2.2.2 Subject to approval of the City, vehicles shall be added to existing pods or redistributed among existing pods to adjust for demand.

2.2.3 The Provider shall confer with the City at least quarterly to mutually evaluate if an increase or decrease in vehicle allocations is required.

## 2.3 Vehicle Security

2.3.1 All vehicles must be equipped with adequate locking devices and a mechanism for enabling entry by members only.

## 2.4 Vehicle Cleanliness

2.4.1 Provide details on responsibilities, schedule, and mechanisms for ensuring internal and external vehicle cleanliness.

## 2.5 Vehicle Maintenance and Reliability

2.5.1 It is expected that the Provider will be responsible for vehicle maintenance. Please provide details on preventative maintenance program and the expectations of customers who encounter mechanical difficulties.

## 2.6 Vehicle Insurance

2.6.1 Provider is responsible for providing all necessary insurance. Please provide the type, limits and exclusions, if any, of insurance to be provided with regard to the carshare fleet.

## 2.7 Vehicle Fueling and Tolls

2.7.1 Provider shall provide a plan for ensuring that vehicles have sufficient fuel at all times.

2.7.2 Provider shall include all costs for tolls in their hourly vehicle rates

2.7.3 Provider shall provide necessary on-board transponder equipment to facilitate "cashless" toll pay (i.e. EZ-Pass)

## 2.8 Data Sharing

2.8.1 The Provider shall provide a quarterly report to the City on vehicle usage, no later than the 20th day of each month for the previous quarter's usage.

2.8.2 If a vehicle is moved from any of the initial locations, the Provider shall provide an updated master file to the City within 5 business days of the location change.

2.8.3 On the 15th day of each month, the Provider shall provide a report on the requests for and use of accessible vehicle(s) for the previous month.

2.8.4 On occasion, the City may, at its discretion, request other user/account/member/vehicle data that relates to the utilization, activity, performance, and frequency of use of the car-sharing program to help in the ongoing evaluation of the program. At no time will this information contain specific details regarding identities or specific origins/destinations of individuals.

2.8.5 The Provider is expected to share specific requests for information described in this section in a reasonable time frame, but no more than thirty (30) calendar days from when initially requested.

## 2.9 Evaluation Program

The Provider should demonstrate how their service will accomplish several critical goals. At the end of two (2) years, the following criteria will be used to determine whether to continue the partnership for additional years.

2.9.1 Reduced parking demand by reducing the number of vehicles owned:

The Provider must show a demonstrable reduction in the number of cars competing for parking spaces in the City. The Provider should demonstrate a 5-10% reduction in the number of vehicles owned by the residents in served areas of Hoboken over a 2-year period. Vehicles that were either sold or not purchased because of the existence of

carsharing in their neighborhood can be included. The Provider should present a plan to survey members' car ownership rates before and after service is implemented to meet this requirement, or submit an alternative methodology that successfully achieves this requirement.

#### 2.9.2 Reduce parking demand as demonstrated by the perception of parking availability

Residents where carsharing exists should perceive an increase in available parking, even if they are not members of the Provider's service. For example, a third party could go door-to-door prior to the installation of a pod in their neighborhood and ask how far they usually park from their house at 5 PM, at 7 PM and at 9 PM and then conduct a follow-up survey at the end of the 2 year period asking the same questions.

#### 2.9.3 Reduction in Vehicle Miles Traveled (VMT).

To reduce congestion, emissions of greenhouse gases and parking demand, VMT must be reduced. The Provider must present a plan to prove a 10% or greater reduction of VMT over a 2 year period because of the service it provides. This could be demonstrated by asking the number of miles currently driven on the membership application and conducting a follow-up survey of its membership city-wide. VMT could also be determined for each member by reviewing invoices or, perhaps, through the on-board technology and/or online reservation system. Over half of the membership should be included.

#### 2.9.4 Increased Use of Alternative Forms of Transportation.

The availability of carsharing makes it more feasible for people to use alternative forms of transportation, including transit, bicycling and walking. New members could be asked during the application process the number of trips currently taken by transit, bicycle or by walking each month. A follow up survey one year after the program is implemented should include the same question to compare results.

### 3.0 Commitment to providing a carsharing service to Hoboken

3.0.1 The Provider will commit to providing car-sharing service to Hoboken residents and businesses for two 2 years with the potential to extend by way of mutual agreement between the Provider and the City.

#### 3.1 Installation Time Frame

3.1.1 Within 15 calendar days of the Notice of Award, the Provider shall submit an installation schedule to the City for approval. The City will respond within 15 calendar days of designation of on-street spaces by the City Council.

### BID EVALUATION METHOD

The City of Hoboken is looking for four specific components in the bid submittal; heretofore referred to as bid components "A", "B", "C", and "D". "A" is the highest monthly rent dollar amount the Provider will pay the city per vehicle to park vehicles on city streets, as described in section 1.5. "B" is the highest dollar amount offered by the Provider per applicant for incentives to join the program, as described in Section 1.9. "C" is the lowest dollar amount charged by the Provider per member for membership rate, as described in Section 1.5. "D" is the lowest dollar amount charged by the Provider to members per hour of use for the highest tier vehicle offered in their fleet, as described in Section 1.5. These four values will be evaluated for the most advantageous combination for the City both in terms of potential revenue to the City and value to city residents. The formula used to make this evaluation is:

$[(12*A) + (B)] / (C + D)$ , where:

"A" = The monthly rent dollar amount the Provider offers per vehicle to park on city streets (see Section 1.5)

"B" = The dollar amount the Provider offers per applicant for incentives to join the program (see Section 1.9)

"C" = The dollar amount charged by the Provider per member for annual membership (see Section 1.5)

"D" = The dollar amount charged by the Provider to members per hour of use for the highest tier vehicle offered in their fleet (see Section 1.5)

## I. SUBMISSION OF BIDS

A. The City of Hoboken in Hudson County, New Jersey (hereinafter referred to as "City") invites sealed bids pursuant to the Notice of Bidders.

~~B. Sealed bids will be received by the designated representative at the time and place stated in the Notice of Bidders, and at such time and place will be publicly opened and read aloud.~~

C. The bid proposal form shall be submitted, in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "Bid" with the contract title and/or bid# being bid.

D. It is the bidder's responsibility to see that bids are presented to the City on the hour and at the place designated. Bids may be hand delivered or mailed; however, the City disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation in section C, above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.

E. Sealed bids forwarded to the City before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

G. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person(s) signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

H. Bidders must insert prices for furnishing all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. *All transportation charges shall be fully prepaid by the contractor*

*FOB destination and placement at locations specified by the City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the contractor's convenience.*

I. The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be replaced at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.

## II. BID SECURITY

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

### A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the annual rent proposed for forty (40) spaces with the bid, but not in excess of \$20,000, payable unconditionally to the City. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City. The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidders to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

*If this section is applicable, then, failure to submit this shall be cause for rejection of the bid.*

### B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the City stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

*If required, then, failure to submit this shall be cause for rejection of the bid.*

C.  PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

*If required, then, failure to submit this shall be cause for rejection of the bid.*

D.  LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

*If required, then, failure deliver this with the performance bond shall be cause for declaring the contract null and void.*

E.  MAINTENANCE BOND

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

- One (1) year
- Two (2) years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the City.

*If required, then, the surety of such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.*

### III. INTERPRETATION AND ADDENDA

A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the City. The bidder accepts the obligation to become familiar with these specifications.

B. Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. In the event the bidder fails to notify the City of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

C. No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the City's

representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

#### D. Discrepancies in Bids

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summations of the extended totals, the computation by the City of the extended totals shall govern.

#### IV. BRAND NAMES, PATENTS & STANDARDS OF QUALITY

A. Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

B. It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The City reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

C. In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the City harmless from any damages resulting from such infringement.

D. Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A:11-18.

E. Wherever practical and economical to the City, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

## V. INSURANCE & INDEMNIFICATION

### A. Insurance Requirements

#### 1. Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$1,000,000

#### 2. General Liability Insurance

This insurance shall have limits of not less than \$ 1,000,000 any one person and \$ 1,000,000 for any one accident for bodily injury and \$1,000,000 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder. The policy shall include Bidder's Protective Liability Insurance (also known as Contingent Liability Insurance) with the same limits.

#### 3. Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$ 1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

### B. Certificates of the Required Insurance

Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the City as an additional insured.

### C. Indemnification

Successful bidder will indemnify and hold harmless the City from all claims, suits or actions and damages or cost of every name and description to which the City may be subjected or put by reason of injury to the person or property of another, or the property of the City, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies, or in the performance of the work under this agreement.

## VI. PREPARATION OF BIDS

A. The City is exempt from any local, state or federal sales, use or excise tax.

B. Estimated Quantities (Open-End Contracts)

The City has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. the right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

C. Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement.

## VII. STATUTORY AND OTHER REQUIREMENTS

### A. Mandatory Equal Employment Opportunity Certification

No firm may be issued a contract unless it complies with the equal employment opportunity regulations of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.

#### 1. Procurement, Professional and Service Contracts

All successful vendors must submit, within seven (7) days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

- i. A photocopy of a valid letter for an approved Federal Affirmative Action Plan (good for one year from the date of the letter, or
- ii. A photocopy of an approved Certificate of Employee Information Report, or
- iii. If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

Public Works Contractor License number.

#### 2. Construction Contracts

All s Successful contractors must submit within three (3) days of the signing of the contract an Initial Project Manning Report (AA201-available upon request from the State's Division of Public Contracts Equal Employment Opportunity Compliance) for any contract award that meets or exceeds the bidding threshold.

### B. Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disabilities

language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the City harmless.

**C. Prevailing Wage Act (When Applicable)**

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

**D. Stockholder Disclosure**

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

**E. The New Jersey Worker and Community Right to Know Act**

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - HAZARDOUS SUBSTANCE FACT SHEET - must be furnished.

**F. Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

**G. Nuclear-Free Hoboken Ordinance Statement**

The Nuclear-Free Hoboken Ordinance Statement, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

**H. Statement of Understanding**

The Statement of Understanding, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

## **VIII. METHODS OF AWARD**

**A. All contracts shall be for 12 consecutive months unless otherwise noted in**

technical or supplemental specifications.

B. The City may award the work on the basis of the Base Bid, combined with such Alternates as selected, until a net amount is reached which is within the funds available.

C. If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made ~~on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.~~

D. The City may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

E. The successful bidder will not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

#### IX. REJECTION OF BIDS

A. Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

C. Unbalanced Bids

Bids which are obviously unbalanced may be rejected.

D. Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the City in an unacceptable manner, may be rejected.

E. Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the City may then, at its option, accept the bid of the next lowest responsible bidder.

#### X. TERMINATION OF CONTRACT

A. If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for

balances to the contractor of any sum or sums set forth in the contract.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the contractor and the City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the City from the contractor is determined.

~~C. The contractor agrees to indemnify and hold the City harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.~~

D. In case of default by the successful bidder, the City may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.

E. 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.

I Hereby Certify That \_\_\_\_\_  
Name of Bidder

Has Submitted a Bid For \_\_\_\_\_  
Project Name

On This \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_, And

In Compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, As

Described in Supplement to the Bid Specifications. (Exhibit A and/or B)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Subscribed and Sworn Before Me

On \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Please note: The Bidder must fill in and execute this page and submit it as part of the sealed bid.)

**CITY OF HOBOKEN  
HUDSON COUNTY**

**PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) for contracts entered into with the City of Hoboken, except those contracts which are not within the scope of the Act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance, if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts by City representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the City of Hoboken, the City Council of Hoboken and all of its officers, agents and employees of, and from, any and all liability for damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

as a binding act in deed of \_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Authorized signature & title

\_\_\_\_\_  
PRINT - Authorized name & title

\_\_\_\_\_  
Witness

# STOCKHOLDER DISCLOSURE FORM

The names and addresses of all partners, officers and parties interested in the foregoing bid are as follows: (Please type or print)

**Full Name** \_\_\_\_\_ **Title of Office Held** \_\_\_\_\_ **Address** \_\_\_\_\_  
if Bidder is a Corporation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned bidder hereby designates the address stated below as its business address and as the place to which all notices and letters may be delivered or mailed.

\_\_\_\_\_  
Name of Bidder

Attest or Witness:

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

\_\_\_\_\_  
Title

The Business address of the Bidder is: \_\_\_\_\_

\_\_\_\_\_  
Corporation of the State of \_\_\_\_\_

The above named bidder is a ( Partnership ) ( Individual )  
(Please strike out designations which do not apply.)

(Please note: The bidder must fill in and execute this page and submit it as part of the sealed bid.)

# STATEMENT OF UNDERSTANDING

I, the undersigned, as a duly authorized agent of the Contractor,

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

hereby attest to having read and understand all items, paragraphs, conditions, regulations, specifications, etc., contained within this bidding/contract document and will abide by them. Where Federal requirements cite the term "Grantee", the Contractor and the City shall be included. The Contractor and the City now known as "Grantee" shall comply with all requirements, paragraphs, conditions, regulations, specifications, etc., contained within this bidding/contract document.

Signed \_\_\_\_\_ (Seal)

Name Typed \_\_\_\_\_

Title \_\_\_\_\_

Firm \_\_\_\_\_

Date \_\_\_\_\_

(Please note: The Bidder must fill in and execute this page and submit it as part of the sealed bid.)

# NON - COLLUSION AFFIDAVIT

State of New Jersey:

SS

County of Hudson

I, \_\_\_\_\_ of the City of \_\_\_\_\_ in the County  
of \_\_\_\_\_ and the State of \_\_\_\_\_ being of age,  
being duly sworn according to the law on my oath deposes and says: I am  
\_\_\_\_\_ of the firm of \_\_\_\_\_

the bidder making the sealed bid for the attached bid, and that I executed the said sealed bid with full authority so to do; that said bidder has not, directly or indirectly, taken any action in restraint of free, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the attached bid; and that all statements contained in said sealed bid and in this Affidavit are true and correct, and made with full knowledge that the City of Hoboken relies upon the truth of the statements contained in said sealed bid and in the statements in this Affidavit in awarding the contract for said bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employee(s) or bona fide established commercial or selling agencies maintained by \_\_\_\_\_

\_\_\_\_\_  
(N.J.S.A. 52:34-15)

(Name of person for firm submitting bid)

Sworn and Subscribed to  
before me this \_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Please note: The bidder must fill in and execute this page and submit it as part of the sealed bid.)

# THE NUCLEAR-FREE HOBOKEN ORDINANCE

**(1) FINDINGS: The People of the City of Hoboken hereby find that:**

- (a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.
- (b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.
- (c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

**(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.**

A Nuclear Free Zone shall be defined by these requirements:

- (a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.
- (b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
- (c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
- (d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.
- (e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

(4) **SEVERABILITY:** If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

\*\*\*\*\*

**NUCLEAR-FREE HOBOKEN ORDINANCE STATEMENT** I hereby certify that \_\_\_\_\_

(Name of Bidder)

does/does not engage in the production of nuclear weapons or components.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Please note: The bidder must fill in and execute this page and submit it as part of their sealed bid.)

**Exhibit A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et. Seq., N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACT**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated fairly during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a

compliance investigation pursuant to Subchapter 10 of the Administrative  
Code at N.J.A.C. 17:27.

**EXHIBIT C**

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## AGREEMENT

This AGREEMENT by and between the City of Hoboken, a Municipal Corporation in the State of New Jersey with an office located at 94 Washington Street, Hoboken, New Jersey and Hertz Corporation with its principal place of business at 225 Brae Boulevard, Park Ridge, New Jersey, 07656.

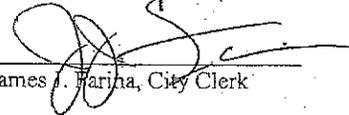
WHEREAS, the City of Hoboken wishes to retain the services of Hertz Corporation for providing City-wide car sharing in accordance with the specifications set forth in City of Hoboken bid number 10-20; and

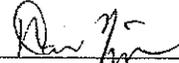
WHEREAS, the City Council of the City of Hoboken by resolution dated April 7, 2010, has appointed Hertz Corporation to render said services on a two (2) year trial basis. (resolution attached hereto as Exhibit A).

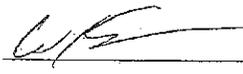
NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties hereto agree as follows:

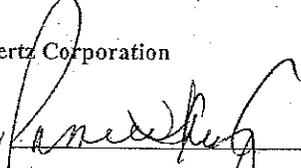
1. Contract Documents. The Contract Documents consist of the following:
  - (a) This Agreement
  - (b) Affirmative Action Data Form.
  - (c) "Pay-to-Play" Disclosure Form.
2. Scope of Work. Hertz Corporation covenants and agrees to provide as follows to the City of Hoboken: City-wide car sharing. Hertz Corporation agrees to strictly comply with all the terms and conditions set forth in the specifications and provisions, as amended by Hertz Corporation's response to the City of Hoboken's car-sharing Request for Proposal.
3. Assignment. This Agreement may not be assigned by Hertz Corporation without the written consent of the City of Hoboken.
4. Laws. This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.
5. Compliance. Hertz Corporation, shall comply with the requirements of P.L. 1975, c.127 (N.J.S.C. 17:27) regarding Affirmative Action (see attached Addendum A) regarding Equal Employment Opportunity.
6. During the performance of this contract, Hertz Corporation agrees as follows:
  - A. The City of Hoboken hereby retains the services of Hertz Corporation for City-wide car sharing; and
  - B. This agreement shall take effect immediately and run on a two (2) year trial basis.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on  
this  
20<sup>th</sup> day of \_\_\_\_\_, 2010.

ATTEST: 9-10-10  
  
James J. Farina, City Clerk

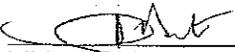
The City of Hoboken  
By   
Dawn Zimmer, Mayor

ATTEST:  


Hertz Corporation  
By 



The aforementioned Agreement has been reviewed and approved as to form.

  
Michael B. Kates,  
Corporation Counsel



ADDENDUM A

P.L. 1975, c. 127 (N.J.A.C. 17:27)  
Mandatory Affirmative Action Language  
Procurement, Professional or Service Contract

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The contractor or subcontractor, where applicable, will send to each labor union or representative workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor and subcontractor, where applicable, agrees to comply with any regulations, promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1097, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the areas, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age,

creed, color, national origin, ancestry, marital status, sex, Affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedure, if necessary to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

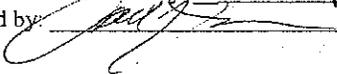
The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such action are taken without regard to age, creed, color, national origin, ancestry, marital status, sex affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.

The contractor or subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

We hereby agree to comply with the above regulations and mandatory language under the requirements of the State of New Jersey Affirmative Action Office during the year 2002 for professional services to any Public Agency, County, Municipality or Township as may be applicable.

**EXHIBIT D**

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Introduced by:   
Seconded by: 

David Mello

**CITY OF HOBOKEN**  
**RESOLUTION NO. : 10-414**

**RESOLUTION PERMITTING THE ESTABLISHMENT OF NINETY (90) DAY TEMPORARY CAR SHARING PARKING ZONES AT VARIOUS ON-STREET LOCATIONS THROUGHOUT THE CITY OF HOBOKEN FOR THE PURPOSE OF INITIATING THE CITY-WIDE CAR SHARING PROGRAM ENTITLED "HOBOKEN CORNER CARS"**

**WHEREAS**, the location of car sharing vehicles in Hoboken has been demonstrated to reduce the number of vehicles parked on-street; and

**WHEREAS**, the City Council recently awarded a contract to a vendor to manage a city-wide car sharing program; and,

**WHEREAS**, preliminary placement of car-sharing vehicles on-street in temporary car-sharing parking zones would allow the Department of Transportation and Parking to identify the ideal locations for car sharing vehicles; and,

**WHEREAS**, the Department of Transportation and Parking would coordinate and seek approval from individual ward council persons where car sharing parking zones are planned prior to placement of car-sharing vehicles; and,

**WHEREAS**, upon demonstration that temporary car-sharing zones are functioning effectively the Department of Transportation and Parking would seek City Council approval for an ordinance permanently establishing car-sharing zones upon the City's streets.

**NOW THEREFORE, BE IT RESOLVED**, that:

1. A maximum of fifty (50) temporary car-sharing parking zones be established at various on-street locations throughout the City of Hoboken.
2. The temporary car-sharing zones shall be established for a maximum of ninety (90) days, after which time the Department of Transportation and Parking shall provide the City Council with the identified ideal permanent locations for the car-sharing vehicles and seek approval of the City Council to establish those sites permanently by ordinance.
3. The purpose of this resolution shall be to initiate the city-wide car sharing program, which

shall, from this point forward, be entitled "Hoboken Corner Cars."

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer to take any 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: May 19, 2010

Reviewed by:

  
\_\_\_\_\_  
Arthur Liston  
Business Administrator

Approved as to Form:

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

**EXHIBIT E**

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Introduced by:  
Seconded by:

*David J. Miller*  
*Matthew Deane*

CITY OF HOBOKEN  
Resolution No. 10-575

**RESOLUTION TO EXTEND THE MAY 19, 2010 RESOLUTION ESTABLISHING "HOBOKEN CORNER CARS" FOR AN ADDITIONAL NINETY (90) DAY PERIOD, AND TO ESTABLISH SPECIFIC PARKING SPACES AND RELATED RULES FOR "HOBOKEN CORNER CARS" ON A PILOT BASIS**

**WHEREAS**, at the May 19, 2010 meeting of the Hoboken City Council a resolution was passed granting "Hoboken Corner Cars" a ninety (90) day pilot period;

**WHEREAS**, the initial success of the "Hoboken Corner Car" program has necessitated creating established parking spaces and related rules on a pilot basis before determining final legislation to be incorporated into the City's municipal code; and,

**WHEREAS**, pursuant to N.J.S.A. 39:4-8c and N.J.S.A. 39:4-197 the City Council is authorized to set rules and regulations related to parking on municipal streets.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hoboken, the term "Corner Car" shall mean a vehicle located on-street by the City of Hoboken or its designee for the purposes of car sharing amongst residents and businesses, where Corner Cars are distinguishable by the logo on the side of the car as well as the temporary parking permit on the dashboard of the vehicle; and

**BE IF FURTHER RESOLVED** that during the ninety (90) temporary period of this resolution, no person shall park a vehicle at any time upon the following streets or portion thereof unless such vehicle is a "Corner Car" and failure to comply with this regulation shall result in towing at the vehicle owner's expense:

Name of Street	Side	Location
Clinton Street	East	Beginning at a point 35 feet south of the southerly curblineline of Seventh Street and extending for 32 feet southerly therefrom
Clinton Street	East	Beginning at a point 35 feet south of the southerly curblineline of Ninth Street and extending for 32 feet southerly therefrom
Fourth Street	South	Beginning at a point 35 feet east of the easterly curblineline of Jefferson Street and extending for 32 feet easterly therefrom

Bloomfield Street	East	Beginning at a point 35 feet south of the southerly curblin of Fourth Street and extending for 32 feet southerly therefrom
Garden Street	East	Beginning at a point 35 feet north of the northerly curblin of Eighth Street and extending for 32 feet northerly therefrom
Second Street	South	Beginning at a point 35 feet east of the easterly curblin of Adams Street and extending for 32 feet easterly therefrom
Park Avenue	East	Beginning at a point 35 feet south of the southerly curblin of Sixth Street and extending for 32 feet southerly therefrom
Harrison Street	East	Beginning at a point 35 feet north of the northerly curblin of Second Street and extending for 32 feet northerly therefrom
First Street	South	Beginning at a point 35 feet west of the westerly curblin of Jefferson Street and extending 32 feet westerly therefrom
Monroe Street	West	Beginning at a point 35 feet north of the northerly curblin of Eighth Street and extending for 32 feet northerly therefrom
Eighth Street	South	Beginning at a point 35 feet east of the easterly curblin of Adams Street and extending for 32 feet easterly therefrom
Eleventh Street	South	Beginning at a point 35 feet west of the westerly curblin of Hudson Street and extending for 32 feet westerly therefrom
Twelfth Street	South	Beginning at a point 35 feet west of the westerly curblin of Grand Street and extending for 32 feet westerly therefrom
Clinton Street	East	Beginning at a point 35 feet north of the northerly curblin of Newark Street and extending for 32 feet northerly therefrom
First Street	South	Beginning at a point 35 feet west of the westerly

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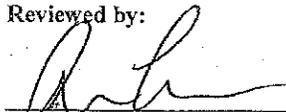
		curbline of Washington Street and extending for 32 feet westerly therefrom
Willow Avenue	East	Beginning at a point 35 feet north of the northerly curbline of Tenth Street and extending for 32 feet northerly therefrom
Clinton Street	East	Beginning at a point 35 feet north of the northerly curbline of Fourth Street and extending for 32 feet northerly therefrom
Hudson Street	East	Beginning at a point 35 feet south of the southerly curbline of Fifteenth Street and extending for 32 feet southerly therefrom
Tenth Street	South	Beginning at a point 35 feet west of the westerly curbline of Jefferson Street and extending for 32 feet westerly therefrom
Vezzetti Way	North	Beginning at a point 43 feet west of the southerly curbline of Observer Highway and extending 32 feet westerly therefrom
Vezzetti Way	North	Beginning at a point 12 feet east of the easterly curbline of Observer Highway and extending 32 feet easterly therefrom

**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer, the Department of Parking and Transportation and the Hoboken Police Department to take any actions necessary to complete and realize the intent and purpose of this resolution, including but not limited to installation of temporary signage;

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

Meeting Date: September 1, 2010

Reviewed by:

  
 Arch Liston  
 Business Administrator

Approved as to form:

  
 Michael B. Kates, Esq.  
 Corporation Counsel

**EXHIBIT F**

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VOTE: YEAS -4  
NAYS -4

Introduced by: David Miller

Seconded by: Pete H. Cingolani

CITY OF HOBOKEN  
Ordinance No. \_\_\_\_\_

FAILED  
First Reading  
11-15-10

AN ORDINANCE TO ESTABLISH SPECIFIC PARKING SPACES AND RELATED  
RULES FOR "HOBOKEN CORNER CARS"

WHEREAS, at the May 19, 2010 meeting of the Hoboken City Council a resolution was passed granting "Hoboken Corner Cars" a ninety (90) day pilot period, which was extended for an additional ninety (90) days by a second Resolution of the Hoboken City Council on September 1, 2010;

WHEREAS, the initial success of the "Hoboken Corner Car" program has necessitated creating established specific parking spaces and related rules for said cars on a permanent basis along the public rights of way;

WHEREAS, the Corner Cars program has already enrolled nearly 1,000 Hoboken resident members who actively use Corner Cars as an alternative to owning their own cars; and,

WHEREAS, a critical aspect of the vitality and success of the Corner Cars program is the on-street location of these vehicles due to the dramatically increased visibility and convenience of these locations; and,

WHEREAS, the success of the Corner Cars program equates to a reduction in parking demand and vehicle miles traveled in Hoboken, and improves parking conditions for both Corner Cars members as well as individuals who continue to choose to own a car and/or not participate in the Corner Cars program; and,

WHEREAS, according to the Census Bureau's 2006-08 American Community Survey data, 64% of employed Hoboken residents take transit or walk to work; and,

WHEREAS, pursuant to N.J.S.A. 39:4-8c and N.J.S.A. 39:4-197 the City Council is authorized to set rules and regulations related to parking on municipal streets.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hoboken, that Chapter 190 of the Administrative Code of the City of Hoboken shall be amended as following:

SECTION ONE: AMENDMENTS

Article XXXIV is hereby added to Chapter 190 of the Code of the City of Hoboken as follows:

ARTICLE XXXIV

Section 190-47 Definitions

CORNER CAR: shall mean a vehicle located on-street by the City of Hoboken or its designee for the purposes of car sharing amongst residents and businesses; where Corner Cars are

distinguishable by the logo on the side of the car as well as the temporary parking permit on the dashboard of the vehicle

**Section 190-48 Locations Designated**

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Clinton Street	East	Beginning at a point 35 feet south of the southerly curbline of Seventh Street and extending for 32 feet southerly therefrom
Clinton Street	East	Beginning at a point 35 feet south of the southerly curbline of Ninth Street and extending for 32 feet southerly therefrom
Fourth Street	South	Beginning at a point 35 feet east of the easterly curbline of Jefferson Street and extending for 32 feet easterly therefrom
Bloomfield Street	East	Beginning at a point 35 feet south of the southerly curbline of Fourth Street and extending for 32 feet southerly therefrom
Garden Street	East	Beginning at a point 35 feet north of the northerly curbline of Eighth Street and extending for 32 feet northerly therefrom
Second Street	South	Beginning at a point 35 feet east of the easterly curbline of Adams Street and extending for 32 feet easterly therefrom
Park Avenue	East	Beginning at a point 35 feet south of the southerly curbline of Sixth Street and extending for 32 feet southerly therefrom
Harrison Street	East	Beginning at a point 35 feet north of the northerly curbline of Second Street and extending for 32 feet northerly therefrom
First Street	South	Beginning at a point 35 feet west of the westerly curbline of Jefferson Street and extending 32 feet westerly therefrom
Monroe Street	West	Beginning at a point 35 feet north of the northerly curbline of Eighth Street and extending for 32 feet northerly therefrom
Eighth Street	South	Beginning at a point 35 feet east of the easterly curbline of Adams Street and extending for 32 feet easterly therefrom

Eleventh Street	South	Beginning at a point 35 feet west of the westerly curbline of Hudson Street and extending for 32 feet westerly therefrom
Twelfth Street	South	Beginning at a point 35 feet west of the westerly curbline of Grand Street and extending for 32 feet westerly therefrom
Clinton Street	East	Beginning at a point 35 feet north of the northerly curbline of Newark Street and extending for 32 feet northerly therefrom
First Street	South	Beginning at a point 35 feet west of the westerly curbline of Washington Street and extending for 32 feet westerly therefrom
Willow Avenue	East	Beginning at a point 35 feet north of the northerly curbline of Tenth Street and extending for 32 feet northerly therefrom
Clinton Street	East	Beginning at a point 35 feet north of the northerly curbline of Fourth Street and extending for 32 feet northerly therefrom
Hudson Street	East	Beginning at a point 35 feet south of the southerly curbline of Fifteenth Street and extending for 32 feet southerly therefrom
Tenth Street	South	Beginning at a point 35 feet west of the westerly curbline of Jefferson Street and extending for 32 feet westerly therefrom
Vezzetti Way	North	Beginning at a point 43 feet west of the southerly curbline of Observer Highway and extending 32 feet westerly therefrom
Vezzetti Way	North	Beginning at a point 12 feet east of the easterly curbline of Observer Highway and extending 32 feet easterly therefrom

**Section 190-49 Rules**

No person shall park a vehicle at any time upon the locations designated in Section 190-48 unless such vehicle is a "Corner Car"

**Section 190-50 Violations and Penalties**

Failure to comply with this Article XXXIV shall result in towing at the vehicle owner's expense.

*ticketing and*

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

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

**SECTION THREE: SEVERABILITY**

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

**SECTION FOUR: EFFECTIVE DATE**

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

**SECTION FIVE: CODIFICATION**

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

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

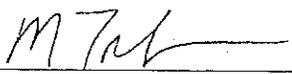
**ADOPTED:**

**APPROVED:**

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mark A. Tabakin, Corporation Counsel

Date of Introduction: November 17, 2010

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

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

**MEETING OF THE CITY COUNCIL  
OF  
HOBOKEN, NEW JERSEY  
DECEMBER 1, 2010**

**VENDORS**

**3 ITEMS**

ANTHONY YOKA (NO FEE – VETERAN)  
THREE VETS VENDING  
1150 COMMONWEALTH AVE.  
BRONX, NY 10472

GLENN BRABHAM (NO FEE – VETERAN)  
THREE VETS VENDING  
109 CAMPBELL AVE. #1  
STATEN ISLAND, NY 10310

CARLOS MEDINA (NO FEE – VETERAN)  
THREE VETS VENDING  
32 – 60 41<sup>ST</sup> ST. APT. 4D  
ASTORIA, QUEENS, NY 11103

**RAFFLES**

**1 ITEM**

ST. JOSEPH'S CHURCH      RA1352  
61 MONROE ST.              MAY 8, 2011  
HOBOKEN, NJ 07030

Rcvd Batch Id Range: First to Last		Rcvd Date Start: 11/22/10 End: 11/24/10		Report Format: Condensed		
Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
11/22/10	JMW	11-01043	LICENSE PLATES & DECALS 2011	00195	MERIT TROPHIES INC.	865.00
11/22/10	JMW	11-01577	TIRE REPAIR	00304	KLINGER TIRE & SERVICE CO.	25.00
11/22/10	JMW	11-01421	REQUEST FOR QUALIFICATION	00331	N. J. STATE MUNICIPALITIES	175.00
11/22/10	JMW	11-01127	WALL PANELS FOR GYMNASIUM	00690	STAN'S SPORT CENTER	5,380.75
11/22/10	JMW	11-01488	SUPPLIES FOR FLAG FOOTBALL	00690	STAN'S SPORT CENTER	721.00
11/22/10	JMW	11-01489	SUPPLIES FOR FLAG FOOTBALL	00690	STAN'S SPORT CENTER	132.00
11/22/10	JMW	11-01567	PERSONAL PROTECTION EQUIPMENT	00801	TURNOUT FIRE AND SAFETY	22.99
11/22/10	JMW	11-01581	TRUCK 1 REPAIRS	00811	CUMMINS POWER SYSTEMS	529.83
11/22/10	JMW	11-01290	-09/17/10	00879	STAR LEDGER	193.92
11/22/10	JMW	11-01291	09/16/10 103166751-09162010	00879	STAR LEDGER	233.16
11/22/10	JMW	11-01658	REDEMPTION	01287	TOWER LIEN LLC	33,861.73
11/22/10	JMW	11-01283	DEPOSIT-REMODELING FITNESS RM	01371	JP MORGAN CHASE BANK	5,000.00
11/22/10	JMW	11-01454	REFRESHMENTS FOR TROPHY NIGHT	01567	HOBOKEN BEER & SODA OUTLET	220.92
11/22/10	JMW	11-01571	Auto Parts	01597	M & G AUTO PARTS, INC.	209.72
11/22/10	JMW	11-01584	PROFESSIONAL SERVICES	01647	AUDIO EDGE TRANSCRIPTION LLC	495.00
11/22/10	JMW	11-01565	AIR CYLINDER REPAIRS	01922	SEA SAFETY INTERNATIONAL INC.	231.90
11/22/10	JMW	11-00859		01967	JARCO	4,740.00
11/22/10	JMW	11-01467	TSHIRTS FOR POLICE WEEK	02270	SPOO, INC.	1,547.50
11/22/10	JMW	11-01582	AIR COMPRESSOR REPAIRS	03205	AIR & GAS TECHNOLOGIES, INC.	122.70
11/22/10	JMW	11-01433	PRINT OF ADDED OMITTED TAX BIL	03356	EDMUNDS & ASSOCIATES INC.	270.00
11/22/10	JMW	11-00938	EXTRAORDINARY CHARGES	04492	ALCAZAR COMMUNICATION, INC.	90.00
11/22/10	JMW	11-01569	SVCS RENDEREED INTERPRETATION	04492	ALCAZAR COMMUNICATION, INC.	5,295.00
11/22/10	JMW	11-01074	CREDIT CARD/FOS ROLLS	05307	W. B. MASON CO., INC.	138.00
11/22/10	JMW	11-01117	OFFICE SUPPLIES	05307	W. B. MASON CO., INC.	51.25
11/22/10	JMW	11-01399	REIMBURSEMENT	05484	VINCENT JOHNSON	2,993.76
11/22/10	JMW	11-01580	PROFESSIONAL SERVICES	05788	THE GALVIN LAW FIRM	648.95
11/22/10	JMW	11-01436	subscription renewal nick feol	06209	N. J. DEPT OF COMMUNITY AFFAIRS	50.00
11/22/10	JMW	11-01527	SERVICES RENDERED BUS DRIVER	06666	JUAN VARGAS	96.00
11/22/10	JMW	11-01524	SERVICES RENDERED	06668	QUETCY MORALES	392.00
11/22/10	JMW	11-01453	REFRESHMENTS FOR TROPHY NIGHT	067	MARIO'S PIZZA	780.00
11/22/10	JMW	11-01530	SERVICES RENDERED BUS DRIVER	06728	MICHAEL CRAVEN	112.00
11/22/10	JMW	11-01585	PETTY CASH REIMBURSEMENT	07064	CHIEF RICHARD BLOHM	130.81
11/22/10	JMW	11-01528	SERVICES RENDERED BUS DRIVER	07093	REYNALDO RAMOS	84.00
11/22/10	JMW	11-01526	SERVICES RENDERED BUS DRIVER	07633	GEORGE RIVERA	236.00
11/22/10	JMW	11-01531	SERVICES RENDERED BUS DRIVER	07633	GEORGE RIVERA	140.00
11/22/10	JMW	11-01319	COMMUNICABLE DISEASE MANUAL	07801	AMERICAN PUBLIC HEALTH ASSOC.	160.45
11/22/10	JMW	11-01529	SERVICES RENDERED BUS DRIVER	08004	SOLIVETTE OCASIO	196.00
11/22/10	JMW	10-02660	LAPTOP	08072	GOLD TYPE BUSINESS MACHINES	20,014.75
11/22/10	JMW	10-02661	LAPTOP	08072	GOLD TYPE BUSINESS MACHINES	82,531.00
11/22/10	JMW	11-01673	SERVICES RENDERED	08241	DERRICK LADSON	600.00
11/22/10	JMW	11-01246	PROFESSIONAL LEGAL SERVICES	08274	MICHAEL A. CIFELLI, ESQ.	500.00
11/22/10	JMW	11-01674	SERVICES RENDERED	08281	LUIS ACEVEDO	840.00
11/22/10	JMW	11-01534	SERVICES RENDERED BUS DRIVER	08433	HOVIE FORMAN	364.00
11/22/10	JMW	11-01675	SERVICES RENDERED	08918	MIGUEL ACEVEDO	600.00
11/22/10	JMW	11-01540	CDBG Reimb Jubilee Cent	09170	THE JUBILEE CENTER	13,278.55
11/22/10	JMW	11-01525	SERVICES RENDERED	09227	LEONARDO CAMPOVERDE	376.00
Total for Batch: JMW					185,676.64	
Total for Date: 11/22/10					Total for All Batches: 185,676.64	

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
11/23/10	MEM	11-01480	IMPROVEMENTS TO HUDSON PLACE	00031	BOSWELL ENGINEERING	4,378.94
11/23/10	MEM	11-01541	PROFESSIONAL SERVICES	00031	BOSWELL ENGINEERING	1,263.54
11/23/10	MEM	11-01046	SUPPLIES GARDEN STATE HIGHWAY	00053	GARDEN STATE HIGHWAY PROD.	3,100.00
11/23/10	MEM	11-01177	SIGNAL & TRAFFIC SUPPLIES	00053	GARDEN STATE HIGHWAY PROD.	5,360.00
11/23/10	MEM	11-01457	SUPPLIES FOR CONTAINER	00142	HOBOKEN LOCK & SUPPLY	79.22
11/23/10	MEM	11-01591	PARTS/916 GARDEN STREET	00264	NOOK INDUSTRIES	9,844.32
11/23/10	MEM	11-01024	SERVICES GARAGE B	00269	FCA LIGHTING	4,200.00
11/23/10	MEM	11-01476	SUPPLIES FOR HPU	00287	METROPOLITAN COFFEE SERVICE	30.00
11/23/10	MEM	11-01224	SERVICES METRIC GROUP, INC.	01137	METRIC GROUP, INC.	2,600.00
11/23/10	MEM	11-01475	SERVICES IMSA	01710	INTL MUNICIPAL SIGNAL ASSOC.	70.00
11/23/10	MEM	11-01515	LD CHARGES 10/10 MIDTOWN	01961	AT&T (LD)	22.56
11/23/10	MEM	11-01653	ALARMS SERVICE/MIDTOWN	02160	SIEMENS INDUSTRY, INC.	1,622.00
11/23/10	MEM	11-01516	PITNEY BOWES POSTAGE	02513	PURCHASE POWER	10.00
11/23/10	MEM	11-01518	TELEPHONE MAINTENANCE 11/10	03342	ENTERPRISE CONSULTANTS	112.50
11/23/10	MEM	11-01145	SPECIAL COUNSEL PARKING UTIL.	04804	SCARINCI & HOLLENBECK LLC	5,094.67
11/23/10	MEM	11-01654	HPU GASOLINE 11/10	05470	EXXONMOBIL FLEET/GECC	332.95
11/23/10	MEM	11-01387	SUPPLIES FOR MAINTENANCE	06175	ALL MAINTENANCE PRODUCTS, INC	781.20
11/23/10	MEM	11-01618	LD/TOLL SERVICES-HPU OFFICE	07187	PAETEC COMMUNICATIONS INC.	194.79
11/23/10	MEM	11-01514	MONITORING/INSPECTION 916 GAR	07511	HIGH TECH PROTECTIVE SVS. INC.	241.00
11/23/10	MEM	11-01438	PARTS FOR 916 GARDEN	08876	UNITRONICS INC.	2,367.00
11/23/10	MEM	11-01617	SUPPORT/MAINTENANCE 11/10	08876	UNITRONICS INC.	11,500.00
11/23/10	MEM	11-01520	PAYING AGENT FEES - HPU	09267	M&T BANK/INVESTMENT GROUP	5,000.00
					Total for Batch: MEM	58,204.69
11/23/10	MPG	11-01521	PRO. SERVICES BOYS/GIRLS CLUB	00031	BOSWELL ENGINEERING	5,791.00
11/23/10	MPG	11-01532	PRO. SERVICES FOR 8/27/10	00031	BOSWELL ENGINEERING	1,909.50
11/23/10	MPG	11-01542	SUPPLIES 10/10 PP	00077	CITY PAINT AND HARDWARE	1,556.48
11/23/10	MPG	11-01338	REPAIR SNOW PLOW	00230	BEYER BROTHERS CORP.	2,360.03
11/23/10	MPG	11-01401	SUPPLIES/RENTAL MSC 7-12/10	00287	METROPOLITAN COFFEE SERVICE	223.00
11/23/10	MPG	11-00029	7-12/10 SL	00424	P. S. E. & G. COMPANY	61,020.58
11/23/10	MPG	11-00030	7-12/10 ELECTRICITY	00424	P. S. E. & G. COMPANY	30,400.71
11/23/10	MPG	10-03799	AC FOR JUDGES CHAMBERS	00447	KEYSTONE APPLIANCE	400.00
11/23/10	MPG	11-01441	ADDITIONAL REPAIRS SWPR #102	00456	W. E. TIMMERMAN CO., INC.	3,118.85
11/23/10	MPG	11-01371	REPLACE NORTH/SOUTH GATES DPW	00557	GALAXY FENCE	5,888.00
11/23/10	MPG	11-00036	7-12/10 HEALTH	00701	BLUE CROSS-BLUE SHIELD OF NJ	1,063,664.39
11/23/10	MPG	11-01477	ASPHALT FOR CITY STREETS	00757	TILCON NEW JERSEY	111.79
11/23/10	MPG	11-00849	FALL FESTIVAL ADVERTISEMENT	00879	STAR LEDGER	2,287.40
11/23/10	MPG	11-00858	KEYS FOR JUDGE	00891	MILE SQUARE LOCKSMITH	52.00
11/23/10	MPG	11-00039	7-12/10 PRESCRIPTION	01084	GSPO PROVIDER SERVICES CORP.	725,264.93
11/23/10	MPG	11-01456	SUPPLIES CENTRAL GARAGE	01122	DAVID WEBER OIL CO.	692.80
11/23/10	MPG	11-00815	REPAIRS/SUPPLIES 9, 10/10	01185	MATERA'S NURSERY	1,134.15
11/23/10	MPG	11-01442	REPAIR BOILER MSC	01228	AUTOMATED BUILDING CONTROLS	552.50
11/23/10	MPG	11-01473	BOILER CHECK CITY HALL	01228	AUTOMATED BUILDING CONTROLS	191.25
11/23/10	MPG	11-01554	REPAIRS TO BOILERS CITY BLDGS.	01228	AUTOMATED BUILDING CONTROLS	596.25
11/23/10	MPG	11-01392	SWING PARTS FOR CHURCH SQ. PK.	01246	KOMPON INC	276.00
11/23/10	MPG	11-01478	REPAIR CUSHMAN #136	01289	WILFRED MAC DONALD, INC.	1,840.07
11/23/10	MPG	11-00964	REPAIR HEYSTER FORKLIFT	01382	MODERN HANDLING EQUIPMENT OF	2,396.43
11/23/10	MPG	11-01180	FALL FESTIVAL ASSISTANCE	01396	GABRIELLA REYES	42.00
11/23/10	MPG	11-01067	FALL FESTIVAL 2010	01398	OWEN JAPPER	48.00
11/23/10	MPG	11-01238	FESTIVAL ASSISTANCE	01398	OWEN JAPPER	60.00
11/23/10	MPG	11-01379	TONER FOR COPIER AT DPWGARAGE	01400	EXECUTIVE BUSINESS MACHINES	65.00
11/23/10	MPG	11-01242	2010 FALL FESTIVAL ASSISTANCE	01419	CHRIS LIM	48.00
11/23/10	MPG	11-01446	REPAIR GATE HOCKEY RINK	01424	Z'S IRON WORKS	460.00

Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
11/23/10	MPG	11-01013	SOUND ASSISTANCE 10/3/10	01426	HEATHER TOMASZEK	175.00
11/23/10	MPG	11-01543	TEMP. FENCING NEWARK & RIVER ST	01436	FEDERAL RENT A FENCE	771.00
11/23/10	MPG	11-01468	SUPPLY BULBS FOR CARS GARAGE	01597	M & G AUTO PARTS, INC.	248.74
11/23/10	MPG	11-01378	SUPPLIES FOR PARKS DEPT.	01776	STATE CHEMICAL MFG.	3,358.56
11/23/10	MPG	11-01455	REPAIR P.D. #110 FORD C.V.	02202	DAVES AUTO PARTS & ACCESSORIES	551.43
11/23/10	MPG	11-01458	REPAIR P.D. 2007 CHEVY MALIBU	02202	DAVES AUTO PARTS & ACCESSORIES	1,009.50
11/23/10	MPG	11-01538	REPAIR P.D. CAR#103 MG65781	02202	DAVES AUTO PARTS & ACCESSORIES	689.34
11/23/10	MPG	11-01439	CLEAR DRAIN ELYSIAN DOG RUN	02280	RICHARD DUNKIN	100.00
11/23/10	MPG	11-01408	ADVERTISEMENT ARTS STUDIO TOUR	02482	VILLAGE VOICE MEDIA, INC.	750.00
11/23/10	MPG	11-01657	LINE S MOVED/CH 2ND FLR	03342	ENTERPRISE CONSULTANTS	500.00
11/23/10	MPG	11-01372	ICE MELT PARKS/PUB. PROPERTY	03719	JOHN EARL CO.	9,945.70
11/23/10	MPG	11-01391	PAPER PRODUCTS CITY HALL	03719	JOHN EARL CO.	4,881.34
11/23/10	MPG	11-01409	ADVERTISEMENT STUDIO TOUR	04307	TIME OUT NEW YORK	798.66
11/23/10	MPG	11-00021	7-12/10 INTERNET SERV #45278	04947	CABLEVISION LIGHTPATH, INC.	1,154.05
11/23/10	MPG	11-00022	7-12/10 REVERSE 911 SYST SERV	04947	CABLEVISION LIGHTPATH, INC.	2,784.73
11/23/10	MPG	11-00020	7-12/10 COPY/PRINTER SUPPLY	05307	W. B. MASON CO., INC.	279.73
11/23/10	MPG	11-00885	OFFICE SUPPLIES ENV. SERVICES	05307	W. B. MASON CO., INC.	66.50
11/23/10	MPG	11-01337	REPAIR 2006 FORD	06302	ROBBINS & FRANKE, INC.	220.00
11/23/10	MPG	11-01449	PERFORMANCE IN PARADE	06364	RON ALBANESE	500.00
11/23/10	MPG	11-00008	7-12/10 TOWING	06543	MILE SQUARE TOWING	390.00
11/23/10	MPG	11-01502	Bond Counsel Services 12/4/09	07086	GLUCK WALRATH LLP	1,000.00
11/23/10	MPG	11-01503	Bond Counsel Services	07086	GLUCK WALRATH LLP	1,227.15
11/23/10	MPG	11-01504	Bond Counsel 2009 TARNs	07086	GLUCK WALRATH LLP	465.00
11/23/10	MPG	11-01505	Bond Counsel Services	07086	GLUCK WALRATH LLP	1,994.46
11/23/10	MPG	11-01506	Bond Counsel Services	07086	GLUCK WALRATH LLP	172.00
11/23/10	MPG	11-01507	Bond Counsel Services	07086	GLUCK WALRATH LLP	34.31
11/23/10	MPG	11-01508	Bond Counsel Services	07086	GLUCK WALRATH LLP	3,990.87
11/23/10	MPG	11-00007	7-12/10 SEWER	08135	NORTH HUDSON SEWERAGE AUTH.	10,882.91
11/23/10	MPG	11-01551	WATER UNITS CITY HALL	08311	QUENCH USA, LLC	194.00
11/23/10	MPG	11-00107	NEWARK STREET DOOR	08468	PALISADE LUMBER CO.	156.50
11/23/10	MPG	11-01486	REPAIRED ELEVATOR POLICE DEPT.	08519	GS ELEVATOR INDUSTRIES	262.50
11/23/10	MPG	11-01412	STUDIO TOUR ADVERTISEMENT	08806	THE L MAGAZINE	750.00
11/23/10	MPG	11-01510	BATTERY PARKS TRUCK #137	08848	BUY WISE AUTO PARTS	112.24
11/23/10	MPG	11-01482	REPAIR VEH. #139 PARKS	09181	QUALITY AUTOMALL	1,280.00
11/23/10	MPG	11-01537	REPAIR GREENHOP BUS #432	09181	QUALITY AUTOMALL	848.44
Total for Batch: MPG						1,964,995.77
11/23/10	RFE	11-01479	SINATRA PARK PIER REHABILITATION	00031	BOSWELL ENGINEERING	12,868.75
11/23/10	RFE	11-01481	MULTI-SVC HVAC REHABILITATION	00031	BOSWELL ENGINEERING	8,697.75
11/23/10	RFE	11-01590	PROFESSIONAL SERVICES	00031	BOSWELL ENGINEERING	1,965.75
11/23/10	RFE	11-01461	PREVENTIVE DRIVING TRAINING	00579	NJ STATE SAFETY COUNCIL	400.00
11/23/10	RFE	11-00589	GRANT WRITING & FUND PROCURING	01100	LENOX CONSULTING LLC	2,500.00
11/23/10	RFE	11-00586	DPW GARAGE SITE REMEDIATION	01239	WESTON SOLUTION, INC.	42,904.69
11/23/10	RFE	11-01342	PLANNING BOARD ESCROW ACCOUNTS	01302	F. CLIFFORD GIBBONS, ESQ. LLC	656.25
11/23/10	RFE	11-00384	COUNCIL RESOLUTION - 7/14/10	01318	VICTOR A. AFANADOR, ESQ.	4,687.50
11/23/10	RFE	11-01429	ZONING BOARD ESCROW ACCOUNT	03957	SADA, INC.	625.00
11/23/10	RFE	11-01598	PLANNING BOARD ESCROW ACCOUNTS	04037	BIRDSALL ENGINEERING	4,435.00
11/23/10	RFE	11-01588	LEGAL COUNSEL - LITIGATION	04804	SCARINCI & HOLLENBECK LLC	14,617.90
11/23/10	RFE	11-01589	LABOR NEGOTIATIONS	04804	SCARINCI & HOLLENBECK LLC	3,607.01
11/23/10	RFE	11-01556	ZONING BOARD ESCROW ACCOUNTS	05788	THE GALVIN LAW FIRM	1,626.08
11/23/10	RFE	11-00391	COUNCIL RESOLUTION - 07/14/10	06166	MARAZITI, FALCON & HEALEY	3,443.74
11/23/10	RFE	11-01562	REDEVELOPMENT ESCROW ACCOUNT	06166	MARAZITI, FALCON & HEALEY	2,510.40
11/23/10	RFE	11-01597	SPECIAL LITIGATION - PERSONNEL	08777	CAMMARATA, NULTY & GARRIGAN, LLC	332.50

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Rcvd Date	Batch Id	PO #	Description	Vendor	Amount	Contract
11/23/10	RFE	11-00872	ENGINEERING SERVICES - 9/11	08797	REMI NGTON & VERNI CK ENGINEERS	1,054.50
11/23/10	RFE	11-01015	ADA DOORS & 2010 ROAD IMPROVE	08797	REMI NGTON & VERNI CK ENGINEERS	2,375.75
11/23/10	RFE	10-03266	COUNCIL RESOLUTION 5/19/10	09268	MATEO J. PEREZ	6,337.50
11/23/10	RFE	11-01195	GENERAL LABOR MATTERS	09531	WEINER & LESNIAK, LLP	29,169.88
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					Total for Batch: RFE	144,815.95
Total for Date: 11/23/10						Total for All Batches: 2,168,016.41

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	Batch Id	Batch Total
Total for Batch:	JMW	185,676.64
Total for Batch:	MEM	58,204.69
Total for Batch:	MPG	1,964,995.77
Total for Batch:	RFE	144,815.95
Total Of All Batches:		=====
		2,353,693.05

Fund Description	Fund	Budget Total	Revenue Total
CURRENT FUND	0-01	49,642.19	0.00
CURRENT FUND	1-01	2,019,734.68	0.00
PARKING UTILITY FUND	1-31	61,068.28	0.00
	Year Total:	2,080,802.96	0.00
	C-04	21,752.54	0.00
GRANT FUND	G-02	113,396.75	0.00
	G-55	21,976.30	0.00
	Year Total:	135,373.05	0.00
TRUST FUND & OTHER	T-03	48,862.05	0.00
	T-13	4,949.72	0.00
	T-24	2,457.81	0.00
	Year Total:	56,269.58	0.00
	Total Of All Funds:	2,343,840.32	0.00

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Project Description	Project No.	Project Total
116 14TH STREET	010337	625.00
75 JACKSON STREET	010548	1,625.00
1400 CLINTON STREET	010550	140.00
1422 GRAND STREET	292804	343.75
1401 WASHINGTON STREET	292826	190.00
401 - 403 1st Street	292835	807.50
822 HUDSON STREET	292837	280.00
222 JACKSON STREET	292840	35.00
615 MONROE STREET	292843	190.00
1201 HUDSON STREET	292844	95.00
1314 WASHINGTON STREET	292845	35.00
78 JEFFERSON STREET	292847	1,052.50
221 WASHINGTON STREET	292849	312.50
734 - 738 WILLOW AVE	292850	70.00
714 JEFFERSON STREET	292852	35.00
109-111 MONROE STREET	292854	70.00
207 11TH STREET	292855	436.08
928 - 930 JEFFERSON STREET	292857	2,510.40
506 GARDEN STREET	292858	70.00
1201 - 1222 WASHINGTON STREET	292859	385.00
517 GARDEN STREET	292860	70.00
300 WASHINGTON STREET	45202	475.00
		=====
Total Of All Projects:		9,852.73

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

28-Oct-10	TO	10-Nov-10	Paydate	11/17/2010	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	1-01-20-105	9,090.00	0.00	0.00	9,090.00
MAYOR'S OFFICE	1-01-20-110	9,155.78	0.00	0.00	9,155.78
CITY COUNCIL	1-01-20-111	8,538.28	0.00	0.00	8,538.28
BUS ADMINISTRATOR	1-01-20-112	8,637.81	0.00	0.00	8,637.81
ABC BOARD	1-01-20-113	0.00	0.00	153.85	153.85
PURCHASING	1-01-20-114	9,756.87	0.00	0.00	9,756.87
GRANTS MANAGEMENT	1-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	1-01-20-120	14,870.08		0.00	14,870.08
ELECTIONS	1-01-20-122	0.00	9,756.42	0.00	9,756.42
FINANCE OFFICE	1-01-20-130	23,921.08	0.00	0.00	23,921.08
ACCOUNTS/CONTROL	1-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	1-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	1-01-20-145	8,848.81	0.00	0.00	8,848.81
ASSESSOR'S OFFICE	1-01-20-150	13,362.54	0.00	0.00	13,362.54
CORPORATE COUNSEL	1-01-20-155	12,133.65	0.00	0.00	12,133.65
COMMUNITY DEVELOPMENT	1-01-20-160	6,290.08	0.00	0.00	6,290.08
TREASURER	1-01-20-146	0.00	0.00	0.00	0.00
PLANNING BOARD	1-01-21-180	5,824.62		0.00	5,824.62
INFORMATION TECHNOLOGY	1-01-20-147	4,305.46	131.28	0.00	4,436.74
ZONING OFFICER	1-01-21-186	4,746.88	0.00	0.00	4,746.88
HOUSING INSPECTION	1-01-21-187	5,451.38	486.12	0.00	5,937.50
CONSTRUCTION CODE	1-01-22-195	27,885.61	0.00	0.00	27,885.61
POLICE DIVISION	1-01-25-241	512,328.58	16,820.25	14,154.62	543,303.45
CROSSING GUARDS	1-01-25-241	11,329.65	0.00	0.00	11,329.65
EMERGENCY MANAGEMENT	1-01-25-252	4,437.50	0.00	250.00	4,687.50

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	1-01-25-266	418,665.49	11,134.86	11,046.03	440,846.38
STREETS AND ROADS	1-01-26-291-011	24,103.16	5,547.68	0.00	29,650.84
ENV SRVCS DIR OFFICE	1-01-26-290	9,937.15	0.00	0.00	9,937.15
RECREATION SEASONAL EMP	1-0128370016	0.00	0.00	0.00	0.00
CENTRAL GARAGE	1-01-26-301	3,145.92	1,157.73	0.00	4,303.65
SANITATION	1-01-26-305	19,242.82	2,957.28	296.80	22,496.90
LICENSING DIVISION	1-31-55-501-101	3,732.34	0.00	0.00	3,732.34
HUMAN SRVCS DIR OFFICE	1-01-27-330	6,668.07	(5,699.20)	0.00	968.87
BOARD OF HEALTH	1-01-27-332	19,256.54	0.00	0.00	19,256.54
CONSTITUENT SRCS	1-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	1-01-27-336	15,894.37	0.00	0.00	15,894.37
RENT STABILIZATION	1-01-27-347	7,285.92	0.00	0.00	7,285.92
TRANSPORTATION	1-01-27-348	0.00	0.00	0.00	0.00
RECREATION	1-01-28-370	12,539.11	1,337.57	0.00	13,876.68
PARKS	1-01-28-375	19,942.34	2,396.36	0.00	22,338.70
PUBLIC PROPERTY	1-01-28-377	26,232.47	4,030.65	1,173.90	31,437.02
PUBLIC LIBRARY	1-0129-390-021	0.00	0.00	0.00	0.00
PUBLIC DEFENDER	1-01-43-495	2,600.38	0.00	0.00	2,600.38
MUNICIPAL COURT	1-01-43-490	36,399.64	0.00	0.00	36,399.64
PARKING UTILITY	1-31-55-501-101	73,150.02	11,235.04	430.88	84,815.94
MUN COURT OVERTIME	T-0340000-037	0.00	1,259.80	0.00	1,259.80
GRANT#	T0340000004	0.00	0.00	0.00	0.00
GRANT#	G-02-44-701-380	0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
CULTURAL AF AFFAIRS	1-01-271-760-11	3,566.40	5,699.20	0.00	9,265.60

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
<b>OTHER:</b>					
SALARY SETTLEMENT	1-01-36-479-000	0.00	0.00	307,246.86	307,246.86
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	41,320.00	41,320.00
RESERVE FOR POAA	T-03-40-000-032	0.00	0.00	0.00	0.00
GRANT	G-02-44-701-310	0.00	0.00	0.00	0.00
POLICE HOUSING AUTHORITY OEP	1-01-25-241-017	0.00	0.00	0.00	0.00
<b>GRAND TOTAL</b>		1,403,276.80	68,251.04	376,072.94	1,847,600.78
					1,847,600.78

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

CITY OF HOBOKEN  
Resolution No. \_\_\_\_\_

**RESOLUTION TO EXTEND THE RULES AND REGULATIONS OF  
“HOBOKEN CORNER CARS” FOR AN ADDITIONAL NINETY (90) DAY  
PERIOD, AND TO REESTABLISH SPECIFIC PARKING SPACES ON A PILOT  
BASIS**

**WHEREAS**, the City of Hoboken is leading the way with innovative solutions to its difficult parking situation, as profiled by leading publications such as the New York Times and the New Jersey League of Municipalities magazine;

**WHEREAS**, on April 7<sup>th</sup>, 2010 (Resolution 10-335) the Hoboken City Council approved a two year contract with Hertz Connect establishing the Corner Car program by an 8-1 vote;

**WHEREAS**, Corner Cars, through the use of Hertz Connect, has proven to be a successful and popular program to curb demand for parking, with over 1,000 members already enrolled, far surpassing original projections;

**WHEREAS**, the Corner Cars program, in conjunction with the Surrender Your Permit program, has already enticed over 42 Hobokenites to give up their permits, with 42 being the number of on-street spots dedicated to the program;

**WHEREAS**, those individuals who have surrendered their permits and, in some cases, given up their cars, have done so because they believed that they could rely on the continued availability of the Corner Cars program;

**WHEREAS**, it is now the responsibility of the City Council to follow through on the commitment it made to its citizens when it approved the Corner Cars program;

**WHEREAS**, the agreement with Hertz Connect requires the City to approve an ordinance establishing legal parking spaces for Corner Cars vehicles;

**WHEREAS**, at the May 19, 2010 meeting of the Hoboken City Council a resolution was passed granting “Hoboken Corner Cars” a ninety (90) day pilot period;

**WHEREAS**, at the September 1, 2010 meeting of the Hoboken City Council a resolution was passed extending the “Hoboken Corner Cars” program for an additional ninety (90) day pilot period, and establishing rules and regulations;

**WHEREAS**, the “Hoboken Corner Car” program requires adoption of parking spaces via ordinance in order to legally establish zones for the Corner Cars vehicles;

**WHEREAS**, the City Council failed to introduce the previously sponsored ordinance on first reading;

**WHEREAS**, two previous resolutions to establish temporary parking spaces for the Corner Cars program have expired, and a third extension of the temporary parking spaces is necessary to ensure spaces are available as stipulated in the agreement with Hertz Connect;

**WHEREAS**, pursuant to N.J.S.A. 39:4-8c and N.J.S.A. 39:4-197 the City Council is authorized to set rules and regulations related to parking on municipal streets.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hoboken, the term “Corner Car” shall mean a vehicle located on-street by the City of Hoboken or its designee for the purposes of car sharing amongst residents and businesses, where Corner Cars are distinguishable by the logo on the side of the car as well as the temporary parking permit on the dashboard of the vehicle; and

**BE IF FURTHER RESOLVED** that during the ninety (90) temporary period of this resolution, no person shall park a vehicle at any time upon the following streets or portion thereof unless such vehicle is a “Corner Car” and failure to comply with this regulation shall result in towing at the vehicle owner’s expense:

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Clinton Street	East	Beginning at a point 35 feet south of the southerly curblineline of Seventh Street and extending for 32 feet southerly therefrom
Clinton Street	East	Beginning at a point 35 feet south of the southerly curblineline of Ninth Street and extending for 32 feet southerly therefrom
Fourth Street	South	Beginning at a point 35 feet east of the easterly curblineline of Jefferson Street and extending for 32 feet easterly therefrom
Bloomfield Street	East	Beginning at a point 35 feet south of the southerly curblineline of Fourth Street and extending for 32 feet southerly therefrom
Garden Street	East	Beginning at a point 35 feet north of the northerly curblineline of Eighth Street and extending for 32 feet northerly therefrom

Second Street	South	Beginning at a point 35 feet east of the easterly curblines of Adams Street and extending for 32 feet easterly therefrom
Park Avenue	East	Beginning at a point 35 feet south of the southerly curblines of Sixth Street and extending for 32 feet southerly therefrom
Harrison Street	East	Beginning at a point 35 feet north of the northerly curblines of Second Street and extending for 32 feet northerly therefrom
Harrison Street	East	Beginning at a point 35 feet south of the southerly curblines of Fourth Street and extending for 32 feet southerly therefrom
First Street	South	Beginning at a point 35 feet west of the westerly curblines of Jefferson Street and extending 32 feet westerly therefrom
Monroe Street	West	Beginning at a point 35 feet north of the northerly curblines of Eighth Street and extending for 32 feet northerly therefrom
Eighth Street	South	Beginning at a point 35 feet east of the easterly curblines of Adams Street and extending for 32 feet easterly therefrom
Eleventh Street	South	Beginning at a point 35 feet west of the westerly curblines of Hudson Street and extending for 32 feet westerly therefrom
Twelfth Street	South	Beginning at a point 35 feet west of the westerly curblines of Grand Street and extending for 32 feet westerly therefrom
Clinton Street	East	Beginning at a point 35 feet north of the northerly curblines of Newark Street and extending for 32 feet northerly therefrom
First Street	South	Beginning at a point 35 feet west of the westerly curblines of Washington Street and extending for 32 feet westerly therefrom
Willow Avenue	East	Beginning at a point 35 feet north of the northerly curblines of Tenth Street and extending for 32 feet northerly therefrom

Introduced by: Councilman Bhalla

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

CITY OF HOBOKEN

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

**RESOLUTION SUPPORTING THE REVIEW BY THE NEW JERSEY  
ATTORNEY GENERAL OF ALLEGATIONS OF VOTER FRAUD DURING  
RECENT ELECTIONS WITHIN THE CITY OF HOBOKEN**

**WHEREAS**, the Citizens of the City of Hoboken have the right to cast their votes and have their votes counted; and,

**WHEREAS**, the Citizens of the City of Hoboken deserve fair, honest and open campaigns and elections; and,

**WHEREAS**, there have been significant allegations of election fraud during the recent 4<sup>th</sup> Ward City Council elections that took place on November 2, 2010; and

**WHEREAS**, the Mike Lenz for Council campaign provided information to the Hudson County Board of Elections with respect to allegations of election fraud (the "Lenz Information"); and,

**WHEREAS**, Marie Borace, the Hudson County Superintendent of Elections, conducted an independent investigation of said allegations and prepared a report with respect to its findings (the "Superintendent of Elections Report"); and,

**WHEREAS**, the Hudson County Board of Elections referred both the Lenz Information and the Superintendent of Elections Report to the Hudson County Prosecutor for further review; and,

**WHEREAS**, the Hudson County Prosecutor referred the matter to the Attorney General's Office of the State of New Jersey; and,

**WHEREAS**, the City Council seeks to re-instill trust in the election process in Hoboken.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council does hereby request that the Attorney General of the State of New Jersey fully investigate the issues raised by the Lenz Information and the Superintendent's Report in an effort to determine the truth of these allegations and to return the public trust; and,

**BE IT FURTHER RESOLVED**, that the City Council calls on all people in possession of any evidence of wrongdoing to turn said evidence over to the Attorney General as quickly as possible, if they have not already done so; and

**BE IT FURTHER RESOLVED**, that the City's Corporation Council make regular inquiries as to the status of the investigation and assist the Attorney General's Office in any way possible to fully and expeditiously resolve the issues, and Corporation Counsel shall provide a status report to the City Council on at least a monthly basis; and

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to New Jersey Attorney General Paula Dow.

**Meeting Date: December 1, 2010**

**Reviewed by:**

**Approved as to form:**

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**Arch Liston**  
**Business Administrator**

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**Mark A. Tabakin, Esq.**  
**Corporation Counsel**

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

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

**A RESOLUTION TO AMEND THE RESOLUTION OF SEPTEMBER 15, 2010 AWARDING A CONTRACT FOR THE FY 2010 NJDOT TRUST FUND RESURFACING OF VARIOUS STREETS AS SPECIFIED IN BID NUMBER 10-23.**

**WHEREAS**, the City of Hoboken sought competitive proposals for the FY 2010 NJDOT Trust Fund resurfacing of various streets; and,

**WHEREAS**, the below listed bids were submitted in compliance with the original bid specifications as advertised; and,

**WHEREAS**, at the September 15, 2010 meeting of the City Council of the City of Hoboken a Resolution was approved to award the base bid and alternate #1 to the lowest responsible bidder, Salomone Bros., Inc.; and,

**WHEREAS**, at the time of the September 15<sup>th</sup> Resolution the budget allocated \$460,531.00 for this project, which did not allow for all parts of the roadway to be performed at that time; and,

**WHEREAS**, funds are now available to cover the costs to resurface all the streets listed in the original bid, which consists of the base bid, alternate #1, alternate #2, alternate #3 and alternate #4, combined; and,

**WHEREAS**, Salomone Bros., Inc. was also the lowest responsible bidder on the total costs for the entire project, with a bid amount of

**WHEREAS**, the below listed vendors submitted the following base proposal and alternates:

<u>Vendor</u>	<u>Base Prop.</u>	<u>Alt. #1</u>	<u>Alt. #2</u>	<u>Alt. #3</u>	<u>Alt. #4</u>	<u>Total \$</u>
<b>Perfetto Enterprises</b> 2319 Richmond Terr. Staten Island, NY	\$ 298,490.00	\$ 96,861.00	\$54,084.00	\$200,782.00	\$108,971.50	\$ 759,188.50
<b>English Paving</b> 650 Route 46 West Clifton, NJ	\$ 301,820.13	\$ 96,137.12	\$53,394.10	\$196,068.55	\$113,830.45	\$ 761,250.35
<b>AJM Contracting</b> 300 Kuller Road Clifton, NJ	\$ 295,321.00	\$100,568.35	\$58,329.90	\$207,952.60	\$119,064.95	\$ 781,236.80
<b>Salomone Bros., Inc.</b> 17 Demarest Drive Wayne, NJ	\$ 301,707.50	\$ 91,541.85	\$52,605.36	\$195,044.10	\$115,881.95	\$ 756,780.76

**AND, WHEREAS**, Remington and Vernick, the City engineer on this project has recommended that the City revise the award to give a contract to Salomone Bros. Inc. consistent with the base bid, alternate #1, alternate #2, alternate #3 and alternate #4, combined, since the budget now allows.

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

1. The above recitals are incorporated herein as thoughtfully set forth at length.
2. The City Council hereby awards a contract to Salomone Bros., Inc. in the amount of

**\$756,780.76** for the base bid, alternate #1, alternate #2, alternate #3 and alternate #4, combined, as specified in the bid documents for Bid No. 10-23.

3. The Mayor or her agent is hereby authorized to execute a contract with Salomone Bros. Inc. for said amount, which shall be a revision of the contract with Salomone Bros. Inc, as approved by the City Council's Resolution dated September 15, 2010.

**Meeting of: December 1, 2010**

**APPROVED:**

**APPROVED AS TO FORM:**

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**Jennifer Maier, Director  
Environmental Services**

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**Mark A. Tabakin, Esq.  
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 \$756,780.76 is available in the following appropriations:

These funds, the amount within the introduced SFY 2010 budget, are sufficient to meet the contractual commitment providing for:

**FY 2010 NJDOT TRUST FUND RESURFACING OF VARIOUS STREETS**

As awarded to the following vendor:

**Salomone Bros., Inc.**  
**17 Demarest Drive**  
**Wayne, NJ**

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

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

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

"Quality Builds Our Reputation,  
Pride Guarantees It"

# Salomone

**BROS., INC.**

November 15, 2010

Ms. Jacqueline Foushee, P.E., C.M.E.  
Remington, Vernick & Arango Engineers  
300 Penhorn Avenue, 3<sup>rd</sup> Floor  
Secaucus, NJ 07094

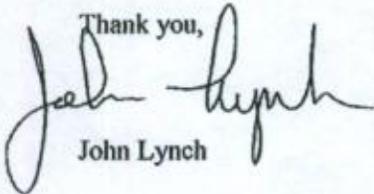
Subject: City of Hoboken  
FY' 2010 NJDOT Trust Fund  
Resurfacing of Various Streets (Re-Advertised)  
Your file # 0905-T-013

Dear Ms. Foushee,

With reference to the above noted project, Salomone Bros., Inc. is willing to honor the existing contract terms and pricing until July 31, 2011.

If you have any questions please feel free to contact me at (973) 305-0022.

Thank you,



John Lynch

RECEIVED  
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HOBOKEN, NJ 07030

*Client Focused Construction Since 1976*

17 Demarest Drive • Wayne, New Jersey 07470-6744 • Phone 973/305-0022 • Fax 973/305-0510  
1635 Stillwell Avenue • Bronx, New York 10461 • Phone 718/863-0700 • Fax 718/863-1495  
[www.salomone.com](http://www.salomone.com)

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS**

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

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

**NOW THEREFORE BE IT RESOLVED**, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$ 99,084.50**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
WELLSFARGO HOME MORTGAGE MAC X 2302-018 1 HOME CAMPUS DES MOINES, IA 50328	38/24/C002B	212-214 MADISON ST	3/10	\$ 2,301.69
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	68/6/C0203	511-515 MADISON ST	4/10	\$ 5,390.32
RAMA, BILLIE JO & DEBRA A COTE 621 MONROE ST APT #6B HOBOKEN, NJ 07030	75/8/C006B	619-621 MONROE ST	4/10	\$ 227.91
DANKO, LASZLO & CLEMENCE ANNE-MARIE 99 PARK AVENUE #5B HOBOKEN, NJ 07030	176/7.1/C05-B	209-215 FIRST ST/ 99 PARK	4/09	\$ 2,070.58
BRANDLI, GAIL 1224 GARDEN ST HOBOKEN, NJ 07030	253/24/	1224 GARDEN ST	4/10	\$ 472.85
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	261.03/1/C0218	1125 MAXWELL LANE	4/10	\$ 10,855.90

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	261.03/1/C0330	1125 MAXWELL LANE	4/10	\$ 6,301.36
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	261.03/1/C0452	1125 MAXWELL LANE	4/10	\$ 8,697.31
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	261.03/1/C0503	1125 MAXWELL LANE	4/10	\$ 6,386.86
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	261.03/1/C0609	1125 MAXWELL LANE	4/10	\$ 9,624.14
BAC TAX SERVICES MS CAO-911-01-03 P O BOX 10211 VAN NUYS, CA 91410-0211	261.03/1/C0646	1125 MAXWELL LANE	4/10	\$17,185.18
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	261.03/1/C0700	1125 MAXWELL LANE	4/10	\$23,448.60
MURPHY, PETER J & FRANCESCA 1125 MAXWELL LANE #908 HOBOKEN, NJ 07030	261.03/1/C0908	1125 MAXWELL LANE	4/10	\$ 3,337.74
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	261.03/1/C1203	1125 MAXWELL LANE	4/10	\$ 199.43
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	268.1/2/C005Q	1500 WASHINGTON ST	4/10	\$ 237.25
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	268.1/2/C008J	1500 WASHINGTON ST	4/10	\$ 1,736.65

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	268.1/2/C010C	1500 WASHINGTON ST	4/10	\$ 98.84
CORELOGIC ATT: RECOVERIES DEPT P O BOX 961230 FORT WORTH, TX 76161-0230	268.1/2/C012A	1500 WASHINGTON ST	4/10	\$ 511.89

Meeting: DECEMBER 1, 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 following totaling **\$ 9,866.82.**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
MICHAEL I SCHNECK, TRUSTEE 301 SOUTH LIVINGSTON AVE SUITE 105 LIVINGSTON, NJ 07039	202/28/	314 WASHINGTON ST	2009	\$ 1,122.25
MICHAEL I SCHNECK, TRUSTEE 301 SOUTH LIVINGSTON AVE SUITE 105 LIVINGSTON, NJ 07039	208/34/	910 WASHINGTON ST	2009	\$ 2,693.40
MICHAEL I SCHNECK, TRUSTEE 301 SOUTH LIVINGSTON AVE SUITE 105 LIVINGSTON, NJ 07039	208/35	908 WASHINGTON ST	2009	\$2,693.40
DAVENPORT & SPIOTTI ATTORNEYS AT LAW 219 CHANGEBRIDGE ROAD MONTVILLE, NJ 07045	262.3/1/C0412	2 CONSTITUTION CT	2009	\$2,320.81
MICHAEL A VESPASIANO ATTORNEY TRUST ACCT 331 MAIN STREET CHATHAM, NJ 07928	268.1/1/C002A	1501 GARDEN ST/ 1500 BLOOMFIELD ST	2009	\$ 1,036.96

**Meeting: DECEMBER 1, 2010**

**Approved as to Form:**

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**CORPORATION COUNSEL**

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**SHARON CURRAN**

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY  
TAX COURT JUDGEMENTS 2010 TAX APPEALS**

**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 **\$ 11.57**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:**

**JACOBUS & ASSOCIATES, LLC  
ONE GATEHALL DRIVE SUITE 105-A  
PARSIPPANY, NJ 07054**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
CONAILL, COLM	15/23/C0003	80 MONROE ST	\$ 11.57

**Meeting: DECEMBER 1, 2010**

**Approved as to Form:**

\_\_\_\_\_  
**CORPORATION COUNSEL**

\_\_\_\_\_  
**SHARON CURRAN**

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY  
TAX COURT JUDGEMENTS 2010 TAX APPEALS**

**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 **\$ 141.86**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:**

**LUM, DRASCO & POSITAN LLC  
COUNSELORS AT LAW  
103 EISENHOWER PARKWAY  
ROSELAND, NJ 07068**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
FLANAGAN, MICHELE G	95/1/C0P-3	901-909 MADISON ST	\$ 20.05
HAYES, EDWARD	152/5/C03-A	702-708 CLINTON ST	\$ 121.81

**Meeting: DECEMBER 1, 2010**

**Approved as to Form:**

\_\_\_\_\_  
CORPORATION COUNSEL

\_\_\_\_\_  
SHARON CURRAN

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY  
TAX COURT JUDGEMENTS 2010 TAX APPEALS**

**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 **\$ 1,020.94**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:**

**NASHEL AND NASHEL, LLC  
415 SIXTIETH STREET  
WEST NEW YORK, NJ 07093**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
SHINE, JOHN F	217.1/30/C003B	600 HUDSON ST	\$ 1,020.94

**Meeting: DECEMBER 1, 2010**

**Approved as to Form:**

\_\_\_\_\_  
**CORPORATION COUNSEL**

\_\_\_\_\_  
**SHARON CURRAN**

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY  
TAX COURT JUDGEMENTS 2010 TAX APPEALS**

**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 **\$ 3,048.36**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:**

**SCHNECK LAW GROUP LLC  
301 SOUTH LIVINGSTON AVENUE  
SUITE 105  
LIVINGSTON, NJ 07039**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
308 MONROE ST LLC	47/29/C001L	308 MONROE ST	\$ 124.87
308 MONROE ST LLC	47/29/C002R	308 MONROE ST	\$ 165.23
308 MONROE ST LLC	47/29/C003L	308 MONROE ST	\$ 165.23
308 MONROE ST LLC	47/29/C003R	308 MONROE ST	\$ 165.23
308 MONROE ST LLC	47/29/C004L	308 MONROE ST	\$ 165.23
BICKOFF, ADAM	163/9/C003L	1132 WILLOW AVE	\$ 580.29
BICKOFF, ADAM	163/9/C003R	1132 WILLOW AVE	\$ 496.03
314 WASHINGTON ST LLC	202/28/	314 WASHINGTON ST	\$ 1,186.25

Meeting: DECEMBER 1, 2010

Approved as to Form:

\_\_\_\_\_  
CORPORATION COUNSEL

\_\_\_\_\_  
SHARON CURRAN

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY  
TAX COURT JUDGEMENTS 2010 TAX APPEALS**

**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 **\$ 1,305.29**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:**

**SKOLOFF & WOLFE, P.C.  
COUNSELLORS AT LAW  
293 EISENHOWER PARKWAY  
LIVINGSTON, NJ 07039**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
<b>GUINAN, NIAMH &amp; DONALD ALEXANDER</b>	<b>2/5/C005E</b>	<b>415 NEWARK ST</b>	<b>\$ 176.06</b>
<b>LABADIA, JOHN JR &amp; AMY</b>	<b>21/1/C003G</b>	<b>300-306 NEWARK ST</b>	<b>\$ 676.69</b>
<b>KING, TIMOTHY &amp; ALEKSANDRA FAYER</b>	<b>21/1/C005G</b>	<b>300-306 NEWARK ST</b>	<b>\$ 452.54</b>

**Meeting: DECEMBER 1, 2010**

**Approved as to Form:**

\_\_\_\_\_  
**CORPORATION COUNSEL**

\_\_\_\_\_  
**SHARON CURRAN**

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY  
TAX COURT JUDGEMENTS 2010 TAX APPEALS**

**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 **\$ 9,564.28**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:**

**WATERS, MC PHERSON, MC NEILL  
ATTORNEYS AT LAW  
300 LIGHTING WAY  
P O BOX 1560  
SECAUCUS, NJ 07096**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
<b>CROWE, BRIAN &amp; MICHELE HORNER</b>	<b>34/34.1/C0002</b>	<b>102 PARK AVE</b>	<b>\$ 37.55</b>
<b>DEOTERIS, ALEX &amp; PETER P &amp; MARCIA</b>	<b>268.1/3/C001G</b>	<b>1500 HUDSON ST</b>	<b>\$ 3,566.69</b>
<b>BLOCK 268 LLC C/O TOLL BROTHERS</b>	<b>268.1/3/C001H</b>	<b>1500 HUDSON ST</b>	<b>\$ 1,679.55</b>
<b>WALSH, TIMOTHY J &amp; ANNE P</b>	<b>268.1/3/C002G</b>	<b>1500 HUDSON ST</b>	<b>\$ 2,664.89</b>
<b>BLOCK 268 LLC C/O TOLL BROTHERS</b>	<b>268.1/3/C002I</b>	<b>1500 HUDSON ST</b>	<b>\$ 1,259.72</b>
<b>SINGH, BIKRAMJIT &amp; NINA RAJWANS</b>	<b>268.1/3/C004H</b>	<b>1500 HUDSON ST</b>	<b>\$ 177.94</b>
<b>BLOCK 268 LLC C/O TOLL BROTHERS</b>	<b>268.1/3/C009J</b>	<b>1500 HUDSON ST</b>	<b>\$ 177.94</b>

Meeting: DECEMBER 1, 2010

Approved as to Form:

\_\_\_\_\_  
CORPORATION COUNSEL

\_\_\_\_\_  
SHARON CURRAN

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

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

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

**RESOLUTION AUTHORIZING THE REFUND OF HUDSON COUNTY  
TAX COURT JUDGEMENTS 2010 TAX APPEALS**

**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 **\$ 213.06**

**REFUNDS ON THE FOLLOWING TAX APPEALS ARE TO BE MADE PAYABLE TO:**

**NATHAN P WOLF, ESQ  
ATTORNEY AT LAW  
360 MOUNT KEMBLE AVENUE  
MORRISTOWN, NJ 07960**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>AMOUNT</u>
GILLENWATER, ERIC M	95/25/C006H	900-912 JEFFERSON	\$ 58.58
GIRVAN, MELANIE	115/9.01/C0P20	1317-27 GRAND/ 1326 CLINTON	\$ 37.84
GROVER, RAJIV & RUCHIKA GERA	149/1/C0E5A	400-414 NINTH ST	\$ 116.64

**Meeting: DECEMBER 1, 2010**

**Approved as to Form:**

\_\_\_\_\_  
CORPORATION COUNSEL

\_\_\_\_\_  
SHARON CURRAN

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

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

**AN AMENDED ORDINANCE ACCEPTING A DEED**  
**FROM P.T. MAXWELL, LLC**  
**FOR NEW LOT 1, BLOCK 261.05; NEW LOT 1, BLOCK 261.06; AND**  
**NEW LOT 2, BLOCK 261.07 (COLLECTIVELY HEREINAFTER REFERRED TO**  
**AS "BLOCK E") AS SHOWN ON A MAP FILED**  
**IN THE OFFICE OF THE HUDSON COUNTY REGISTRAR AS MAP NO. 4049**  
**ON SEPTEMBER 8, 2005 UPON THE SATISFACTION OF THE**  
**CONDITIONS SET FORTH HEREIN.**

**WHEREAS**, the City of Hoboken is a municipal entity organized under the laws of the State of New Jersey; and

**WHEREAS**, P.T. Maxwell, LLC is a New Jersey Limited Liability Company that is the sponsor of a condominium project commonly known as Maxwell Place Condominium, located at 1101-1125 Hudson Street within the City of Hoboken; and

**WHEREAS**, P.T. Maxwell, LLC is the successor in interest to 1101-1125 Hudson Street LLC, which received preliminary site plan and subdivision approval of a planned unit development for 1101-1125 Hudson Street LLC ("Development Project") by resolution entitled "Preliminary Site Plan and Subdivision Approval of Planned Unit Development for 1101-1125 Hudson Street, LLC", adopted by the Planning Board of the City of Hoboken on or about March 4, 2003; and

**WHEREAS**, P.T. Maxwell, LLC received final site plan approval for Blocks A & E and final major subdivision approval by resolution entitled "Resolution for Final Site Plan Approvals Blocks A & E and Final Major Subdivision" ("Resolution", and collectively with the March 4, 2003 Resolution abovementioned, "Resolutions"), adopted by the Planning Board of the City of Hoboken on or about January 4, 2005; and

**WHEREAS**, in conjunction with the aforementioned Planning Board approvals and Resolutions, 1101-1125 Hudson Street, LLC entered into a Developer's Agreement ("Agreement") with the City of Hoboken, dated September 4, 2003 to which P.T. Maxwell, LLC is the successor in title and interest, setting forth in general the rights, duties and obligations of the parties in connection with the Development Project, which Agreement set forth conditions under which certain property known as the Block E Waterfront Park ("Block E") is to be developed and conveyed to the City of Hoboken; and

**WHEREAS**, the Agreement further stated, among other things, that this Waterfront Park and Block E was to be conveyed to the City of Hoboken so that the citizens of Hoboken can use it as

a park in perpetuity; and

**WHEREAS**, the Agreement further establishes that a funding agreement for the Waterfront Park would be implemented so that funding for the operation and maintenance of this Waterfront Park and Block E will come from the owners of Block A through Block D; and

**WHEREAS**, an agreement entitled "Maxwell Place Waterfront Park Operation and Maintenance Funding Agreement" ("O&M Agreement") was executed by and between P.T. Maxwell LLC and the City of Hoboken, dated June 17, 2004, which establishes, among other things, that the cost for the operation and maintenance of this Waterfront Park will be derived from the owners of Block A through Block D; and

**WHEREAS**, potential legal questions have been raised to the validity and implementability of the structure and mechanism established in the June 17, 2004 O&M Agreement as it relates to Block E; and

**WHEREAS**, the City of Hoboken has initiated and participated in several meetings with P.T. Maxwell, LLC to negotiate revisions to the O&M Agreement to eliminate any potential legal impediments and to make the same implementable and functional; and

**WHEREAS**, despite the fact that negotiations have not as yet been concluded, P.T. Maxwell, LLC has demanded that the City of Hoboken accept title to the Waterfront Park and Block E by December 15, 2010, irrespective of the fact potential legal questions involving the O&M Agreement and other typical conditions and criteria related to conveyance of title and appurtenances of the nature of Block E and its improvements as set forth hereinafter have not as yet been addressed or satisfied; and

**WHEREAS**, P.T. Maxwell, LLC has advised that if the City does not accept title to Block E by December 15, 2010, P.T. Maxwell, LLC will convey Block E to the Maxwell Place Condominium Association, Inc. in lieu of the City; and

**WHEREAS**, P.T. Maxwell, LLC has represented that it has completed the Waterfront Park and is prepared to transfer it to the City of Hoboken pursuant to its obligations under the Agreement; and

**WHEREAS**, the City of Hoboken desires to express its willingness and ability to accept the Block E property, provided that the conditions as set forth hereinafter are satisfied, consistent with the terms of the Resolutions and the Developer's Agreement; and

**WHEREAS**, this action is authorized pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.

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

County of Hudson, State of New Jersey as follows:

1. Subject to the satisfaction of the conditions as set forth in this Ordinance, the City of Hoboken hereby accepts fee title to Block E from P.T. Maxwell, LLC ("Developer"), together with all appurtenances thereon, including, without limitation, the playground and equipment, pier, boathouse, walkway and all other improvements and appurtenances thereon.

2. Subject to the satisfaction of the conditions as set forth in this Ordinance, the Mayor and City Clerk are hereby authorized to accept the appropriate Deed conveying a fee interest in Block E together with its improvements and appurtenances, and arrange for the recording of the Deed in the Office of the Hudson County Registrar.

3. The conditions that are required to be satisfied as set forth in this Ordinance to allow for the effectuation of the acceptance of the Deed and improvements and appurtenances are as follows:

(i) There shall be clear and marketable title to Block E conveyed to the City of Hoboken, free and clear of all liens and encumbrances insurable at regular rates by a title company licensed to do business in the State of New Jersey in the form of a Bargain and Sale Deed with covenants against grantors acts or such other covenants as acceptable to the City, including, if required by the City's counsel, provisions confirming that the operation and maintenance costs for Block E shall be borne by the owners of Blocks A-D in accordance with the terms of the Resolutions and the Developers Agreement and/or any O&M Agreement. There shall be provided to the City all the usual and necessary closing documents, including, but not limited to, affidavits of title, releases from mortgages and other encumbrances and certifications that there has been compliance with all obligations under all permits, licenses and other authorizations issued for the project including, without limitation, compliance with all continuing monitoring or other reporting requirements of the New Jersey Department of Environmental Protection and all other agencies or governmental units.

(ii) Appropriate certifications shall be provided to the

City of Hoboken that the Waterfront Park improvements on Block E have been completed in accordance with the terms and conditions of the applicable Resolutions, Developer's Agreement, other applicable Agreements and approvals and other City requirements and that all are in acceptable condition at the time of the acceptance of title.

- (iii) Appropriate Certifications shall be provided to the City of Hoboken that the pier, boat house improvements, walkway and all other improvements and appurtenances on Block E have been completed in accordance with the terms and conditions of the applicable Resolutions, Developer's Agreement, other applicable Agreements and approvals and other City requirements and that all are in acceptable condition at the time of the acceptance of title.

4. Anything to the contrary notwithstanding, the City reserves the right to continue its discussions and negotiations related to the O&M Agreement and the City further reserves the right to initiate a declaratory judgment or other action related to the O&M Agreement in a court of competent jurisdiction at any time (i) before or after the other conditions set forth in Sections 3(i), 3(ii) and 3(iii) of this Ordinance have been satisfied; or (ii) before or after the deed for Block E has been accepted by the City and recorded in the Office of the Registrar of Hudson County, to affirm and confirm that any such executed agreement satisfies the criteria set forth in the Resolutions and Developer's Agreement and satisfies the requirements of law.

5. The Mayor and City Clerk and all other appropriate employees and professionals of the City of Hoboken are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Ordinance.

6. The City Tax Collector and City Tax Assessor are hereby authorized and directed to take any action necessary to further the purposes of this Ordinance.

7. The City retains the right to waive minor and immaterial informalities in any documentation provided to satisfy the above conditions.

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

9. If any section, subsection, sentence, clause, or phrase thereof is for any reason 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 remain in effect, it being the legislative intent that this Ordinance shall stand, notwithstanding the invalidity of any part thereof.

10. This Ordinance shall take effect upon passage and publication as provided by law, except to the extent that an emergency is declared and the Ordinance is made effective immediately, pursuant to N.J.S.A. 40:69A-181(b).

11. This Ordinance, along with the Deed of conveyance approved hereby shall be recorded in the Office of the Hudson County Registrar upon the satisfaction of the conditions set forth herein, and shall be maintained in the Office of the Hoboken City Clerk.

**Date of Introduction:**

**ADOPTED:**

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

**APPROVED:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

fd-s-227-A (HC-2010-A)  
102710  
111510 BLACKLINED  
111510-A CLEAN  
112310 - BLACKLINED  
112410 - BLACKLINED

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

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

**AN AMENDED ORDINANCE ACCEPTING A DEED**  
**FROM P.T. MAXWELL, LLC**  
**FOR NEW LOT 1, BLOCK 261.05; NEW LOT 1, BLOCK 261.06; AND**  
**NEW LOT 2, BLOCK 261.07 (COLLECTIVELY HEREINAFTER REFERRED TO**  
**AS "BLOCK E") AS SHOWN ON A MAP FILED**  
**IN THE OFFICE OF THE HUDSON COUNTY REGISTRAR AS MAP NO. 4049**  
**ON SEPTEMBER 8, 2005 UPON THE SATISFACTION OF THE**  
**CONDITIONS SET FORTH HEREIN.**

**WHEREAS**, the City of Hoboken is a municipal entity organized under the laws of the State of New Jersey; and

**WHEREAS**, P.T. Maxwell, LLC is a New Jersey Limited Liability Company that is the sponsor of a condominium project commonly known as Maxwell Place Condominium, located at 1101-1125 Hudson Street within the City of Hoboken; and

**WHEREAS**, P.T. Maxwell, LLC is the successor in interest to 1101-1125 Hudson Street LLC, which received preliminary site plan and subdivision approval of a planned unit development for 1101-1125 Hudson Street LLC ("Development Project") by resolution entitled "Preliminary Site Plan and Subdivision Approval of Planned Unit Development for 1101-1125 Hudson Street, LLC", adopted by the Planning Board of the City of Hoboken on or about March 4, 2003; and

**WHEREAS**, P.T. Maxwell, LLC received final site plan approval for Blocks A & E and final major subdivision approval by resolution entitled "Resolution for Final Site Plan Approvals Blocks A & E and Final Major Subdivision" ("Resolution", and collectively with the March 4, 2003 Resolution abovementioned, "Resolutions"), adopted by the Planning Board of the City of Hoboken on or about January 4, 2005; and

**WHEREAS**, in conjunction with the aforementioned Planning Board approvals and Resolutions, 1101-1125 Hudson Street, LLC entered into a Developer's Agreement ("Agreement") with the City of Hoboken to which P.T. Maxwell, LLC is the successor in title and interest, setting forth in general the rights, duties and obligations of the parties in connection with the Development Project, which Agreement set forth conditions under which certain property known as the Block E Waterfront Park ("Block E") is to be developed and conveyed to the City of Hoboken; and

**WHEREAS**, the Agreement further stated that this Waterfront Park and Block E was to be conveyed to the City of Hoboken so that the citizens of Hoboken can use it as a park in perpetuity; and

**WHEREAS**, the Agreement further establishes that a funding agreement for the Waterfront Park would be implemented so that funding for the operation and maintenance of this Waterfront Park and Block E will come from the owners of Block A through Block D; and

**WHEREAS**, an agreement entitled "Maxwell Place Waterfront Park Operation and Maintenance Funding Agreement" ("O&M Agreement") was executed by and between P.T. Maxwell LLC and the City of Hoboken, dated June 17, 2004, which establishes, among other things, that the cost for the operation and maintenance of this Waterfront Park will be derived from the owners of Block A through Block D; and

**WHEREAS**, ~~potential~~ legal questions have been raised to the validity and implementability of ~~the structure and mechanism established in the June 17, 2004 O&M Agreement as it relates to the creation of a private not-for-profit organization, the payment of expenses incurred in operating and maintaining Block E and other provisions therein;~~ and

**WHEREAS**, the City of Hoboken has initiated and participated in several meetings with P.T. Maxwell, LLC to negotiate revisions to the O&M Agreement to eliminate any ~~potential~~ legal impediments and to make the same implementable and functional; and

**WHEREAS**, despite the fact that negotiations have not as yet been concluded, P.T. Maxwell, LLC has demanded that the City of Hoboken accept title to the Waterfront Park and Block E by December 15, 2010, ignoring the ~~potential~~ legal questions raised regarding the O&M Agreement and the satisfaction of other typical conditions and criteria related to conveyance of title and appurtenances of the nature of Block E and its improvements as set forth hereinafter; and

**WHEREAS**, P.T. Maxwell, LLC has represented that it has completed the Waterfront Park and is prepared to transfer it to the City of Hoboken pursuant to its obligations under the Agreement; and

**WHEREAS**, to date the City of Hoboken has not been provided with appropriate certifications with regard to the improvements constructed by or on behalf of P.T. Maxwell, LLC on Block E, including, without limitation, the Waterfront Park, the pier and the walkway, which will be accepted simultaneous with, and as part of the acceptance of the underlying real property (Block E) as an appurtenance on Block E, nor has there been adequate proof submitted of clear and marketable title, free and clear of all liens and encumbrances insurable at regular rates by a title company licensed to do business in the State of New Jersey, among other things; and

**WHEREAS**, the City of Hoboken desires to express its willingness and ability to accept the Block E property, provided that the conditions as set forth hereinafter are satisfied, consistent with the terms of the Resolutions and the Developer's Agreement; and

**WHEREAS**, this action is authorized pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.

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

1. Subject to the satisfaction of the conditions as set forth in this Ordinance, the City of Hoboken hereby accepts fee title to Block E from P.T. Maxwell, LLC ("Developer"), together with all appurtenances thereon, including, without limitation, the playground and equipment, pier, boathouse, walkway and all other improvements and appurtenances thereon.

2. Subject to the satisfaction of the conditions as set forth in this Ordinance, the Mayor and City Clerk are hereby authorized to accept the appropriate Deed conveying a fee interest in Block E together with its improvements and appurtenances, and arrange for the recording of the Deed in the Office of the Hudson County Registrar.

3. The conditions that are required to be satisfied as set forth in this Ordinance to allow for the effectuation of the acceptance of the Deed and improvements and appurtenances are as follows:

- (i) There shall be clear and marketable title to Block E conveyed to the City of Hoboken, free and clear of all liens and encumbrances insurable at regular rates by a title company licensed to do business in the State of New Jersey in the form of

a Bargain and Sale Deed with covenants against grantors acts or such other covenants as acceptable to the City, including, if required by the City's counsel, provisions confirming that the operation and maintenance costs for Block E shall be borne by the owners of Blocks A-D in accordance with the terms of the Resolutions and the Developers Agreement and/or any O&M Agreement. There shall be provided to the City all the usual and necessary closing documents, including, but not limited to, affidavits of title, releases from mortgages and other encumbrances and certifications that there has been compliance with all obligations under all permits, licenses and other authorizations issued for the project including, without limitation, compliance with all continuing monitoring or other reporting requirements of the New Jersey Department of Environmental Protection and all other agencies or governmental units.

- (ii) Appropriate certifications shall be provided to the City of Hoboken that the Waterfront Park improvements on Block E have been completed in accordance with the terms and conditions of the applicable Resolutions, Developer's Agreement, other applicable Agreements and approvals and other City requirements and that all are in acceptable condition at the time of the acceptance of title.
- (iii) Appropriate Certifications shall be provided to the City of Hoboken that the pier, boat house improvements, walkway and all other improvements and appurtenances on Block E have been completed in accordance with the terms and conditions of the applicable Resolutions, Developer's Agreement, other applicable Agreements and approvals and other City requirements and that all are in acceptable condition at the time of the acceptance of title.

(iv)

4. A revised O&M Agreement to comport with law shall be executed by the parties; or there shall be provided to the City an executed valid, adequate, legally permissible, legally implementable and legally enforceable Agreement which ensures that the funding for the operation and maintenance costs for Block E are borne by the owners of Blocks A-D in accordance with the terms and conditions of the Resolutions and the Developer's Agreement. Anything to the contrary notwithstanding, the City reserves the right to initiate a declaratory judgment or other action in a court of competent jurisdiction at any time (i) before or after the other conditions set forth herein have been satisfied; or (ii) before or after Block E has been accepted by the City; to affirm and confirm that any such executed agreement satisfies the criteria set forth in this section; and in the Resolutions and Developer's Agreement and satisfies the requirements of law.

5. The Mayor and City Clerk and all other appropriate employees and professionals of the City of Hoboken are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Ordinance.

6. The City Tax Collector and City Tax Assessor are hereby authorized and directed to take any action necessary to further the purposes of this Ordinance.

7. The City retains the right to waive minor and immaterial informalities in any documentation provided to satisfy the above conditions.

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

9. If any section, subsection, sentence, clause, or phrase thereof is for any reason 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 remain in effect, it being the legislative intent that this Ordinance shall stand, notwithstanding the invalidity of any part thereof.

**10.** This Ordinance shall take effect upon passage and publication as provided by law, except to the extent that an emergency is declared and the Ordinance is made effective immediately, pursuant to N.J.S.A. 40:69A-181(b).

**11.** This Ordinance, along with the Deed of conveyance approved hereby shall be recorded in the Office of the Hudson County Registrar upon the satisfaction of the conditions set forth herein, and shall be maintained in the Office of the Hoboken City Clerk.

**Date of Introduction:**

**ADOPTED:**

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

**APPROVED:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Mark A. Tabakin, Corporation Counsel**

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

CITY OF HOBOKEN  
Ordinance No. \_\_\_\_\_

**AN ORDINANCE TO ESTABLISH SPECIFIC PARKING SPACES AND RELATED RULES  
FOR "HOBOKEN CORNER CARS"**

**WHEREAS**, at the May 19, 2010 meeting of the Hoboken City Council a resolution was passed granting "Hoboken Corner Cars" a ninety (90) day pilot period, which was extended for an additional ninety (90) days by a second Resolution of the Hoboken City Council on September 1, 2010;

**WHEREAS**, the initial success of the "Hoboken Corner Car" program has necessitated creating established specific parking spaces and related rules for said cars on a permanent basis along the public rights of way;

**WHEREAS**, the Corner Cars program has already enrolled nearly 1,000 Hoboken resident members who actively use Corner Cars as an alternative to owning their own cars; and,

**WHEREAS**, a critical aspect of the vitality and success of the Corner Cars program is the on-street location of these vehicles due to the dramatically increased visibility and convenience of these locations; and,

**WHEREAS**, the success of the Corner Cars program equates to a reduction in parking demand and vehicle miles traveled in Hoboken, and improves parking conditions for both Corner Cars members as well as individuals who continue to choose to own a car and/or not participate in the Corner Cars program; and,

**WHEREAS**, according to the Census Bureau's 2006-08 American Community Survey data, 64% of employed Hoboken residents take transit or walk to work; and,

**WHEREAS**, pursuant to N.J.S.A. 39:4-8c and N.J.S.A. 39:4-197 the City Council is authorized to set rules and regulations related to parking on municipal streets.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Hoboken, that Chapter 190 of the Administrative Code of the City of Hoboken shall be amended as following:

**SECTION ONE: AMENDMENTS**

Article XXXIV is hereby added to Chapter 190 of the Code of the City of Hoboken as follows:

**ARTICLE XXXIV**

**Section 190-47 Definitions**

CORNER CAR: shall mean a vehicle located on-street by the City of Hoboken or its designee for the purposes of car sharing amongst residents and businesses, where Corner Cars are distinguishable by the logo on the side of the car as well as the temporary parking permit on the dashboard of the vehicle

**Section 190-48 Locations Designated**

<b>Name of Street</b>	<b>Side</b>	<b>Location</b>
Clinton Street	East	Beginning at a point 35 feet south of the southerly curbline of Seventh Street and extending for 32 feet southerly therefrom
Clinton Street	East	Beginning at a point 35 feet south of the southerly curbline of Ninth Street and extending for 32 feet southerly therefrom
Fourth Street	South	Beginning at a point 35 feet east of the easterly curbline of Jefferson Street and extending for 32 feet easterly therefrom
Bloomfield Street	East	Beginning at a point 35 feet south of the southerly curbline of Fourth Street and extending for 32 feet southerly therefrom
Garden Street	East	Beginning at a point 35 feet north of the northerly curbline of Eighth Street and extending for 32 feet northerly therefrom
Second Street	South	Beginning at a point 35 feet east of the easterly curbline of Adams Street and extending for 32 feet easterly therefrom
Park Avenue	East	Beginning at a point 35 feet south of the southerly curbline of Sixth Street and extending for 32 feet southerly therefrom
Harrison Street	East	Beginning at a point 35 feet north of the northerly curbline of Second Street and extending for 32 feet northerly therefrom
Harrison Street	East	Beginning at a point 35 feet south of the southerly curbline of Fourth Street and extending for 32 feet southerly therefrom
First Street	South	Beginning at a point 35 feet west of the westerly curbline of Jefferson Street and extending 32 feet westerly therefrom
Monroe Street	West	Beginning at a point 35 feet north of the northerly curbline of Eighth Street and extending for 32 feet northerly therefrom
Eighth Street	South	Beginning at a point 35 feet east of the easterly curbline of Adams Street and extending for 32 feet easterly therefrom

Eleventh Street	South	Beginning at a point 35 feet west of the westerly curbline of Hudson Street and extending for 32 feet westerly therefrom
Twelfth Street	South	Beginning at a point 35 feet west of the westerly curbline of Grand Street and extending for 32 feet westerly therefrom
Clinton Street	East	Beginning at a point 35 feet north of the northerly curbline of Newark Street and extending for 32 feet northerly therefrom
First Street	South	Beginning at a point 35 feet west of the westerly curbline of Washington Street and extending for 32 feet westerly therefrom
Willow Avenue	East	Beginning at a point 35 feet north of the northerly curbline of Tenth Street and extending for 32 feet northerly therefrom
Clinton Street	East	Beginning at a point 35 feet north of the northerly curbline of Fourth Street and extending for 32 feet northerly therefrom
Hudson Street	East	Beginning at a point 35 feet south of the southerly curbline of Fifteenth Street and extending for 32 feet southerly therefrom
Tenth Street	South	Beginning at a point 35 feet west of the westerly curbline of Jefferson Street and extending for 32 feet westerly therefrom
Vezzetti Way	North	Beginning at a point 43 feet west of the southerly curbline of Observer Highway and extending 32 feet westerly therefrom
Vezzetti Way	North	Beginning at a point 12 feet east of the easterly curbline of Observer Highway and extending 32 feet easterly therefrom

**Section 190-49 Rules**

No person shall park a vehicle at any time upon the locations designated in Section 190-48 unless such vehicle is a “Corner Car”

**Section 190-50 Violations and Penalties**

Failure to comply with this Article XXXIV shall result in towing at the vehicle owner’s expense.

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

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

**SECTION THREE: SEVERABILITY**

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

**SECTION FOUR: EFFECTIVE DATE**

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

**SECTION FIVE: CODIFICATION**

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

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

**ADOPTED:**

**APPROVED:**

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark A. Tabakin, Corporation Counsel

Date of Introduction: December 1, 2010

Sponsored by: Timothy Occhipinti

Seconded by: Theresa Castellano

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

**AN ORDINANCE TO REPEAL ORDINANCE Z-41 WHICH  
ESTABLISHED REGISTRATION FEES FOR RECREATION  
PROGRAMS UNDER CHAPTER 39 OF THE  
ADMINISTRATIVE CODE OF THE CITY OF HOBOKEN**

**WHEREAS**, on June 16, 2010 an Ordinance (Z-41) establishing registration fees for recreation programs passed final reading of the City Council; and,

**WHEREAS**, after a brief trial period, the majority of the council feel such fees have created an undue burden on participants of the City's recreation programs in a fiscally turbulent climate; and,

**WHEREAS**, the City of Hoboken's recreation programs were successful and sufficiently funded prior to introduction of these fees and such fees had never been charged to participants prior to passage of Ordinance Z-41.

**NOW, THEREFORE**, the City Council of the City of Hoboken does hereby Ordain as follows:

**SECTION ONE: AMENDMENTS TO CHAPTER 39**

The language added to Chapter 39 by Ordinance Z-41 , entitled "Registration Fees" is hereby **REPEALED** in its entirety (~~deletions noted in strikethrough~~):

"NEW FEE"	<del>Registration Fee:</del>	
	<del>Resident</del>	<del>\$25.00 per program</del>
	<del>Non Resident</del>	<del>\$35.00 per program</del>

The remainder of Chapter 39 remains unchanged.

**SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS**

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

**SECTION THREE: SEVERABILITY**

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

**SECTION FOUR: EFFECTIVE DATE**

This Ordinance shall take effect either on January 1, 2011 or upon passage and publication as provided by law, whichever occurs second.

**SECTION FIVE: CODIFICATION**

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

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

Date of Introduction: December 1, 2010

ADOPTED:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark A. Tabakin, Esq.  
Corporation Counsel