

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE
CONTRACT WITH VOGEL CHAIT COLLINS AS SPECIAL LEGAL COUNSEL- OUTSTANDING
LITIGATION TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2013 AND EXPIRE
JUNE 30, 2013 FOR AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$28,000.00,
WHICH RESULTS IN A TOTAL NOT TO EXCEED AMOUNT OF \$43,000.00**

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

WHEREAS, the City of Hoboken published a Request for Quotations/Qualifications for the Professional Service of Special Legal Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Vogel Chait Collins responded to in 2012, and having performed the function of special counsel on outstanding litigation matters known as URSA and Block 112 over the past year, Vogel Chait Collins has specialized knowledge and special skills which are necessary for the proper and effective continuation of representation in those outstanding matters; and,

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$28,000.00 is available in the following appropriation 30120156020 in the temporary CY2013 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2013; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Vogel Chait Collins to represent the City as Special Legal Counsel- Outstanding Litigation be amended, for a term to commence January 1, 2013 and expire June 30, 2013, for an increase in the not to exceed amount by Twenty Eight Thousand Dollars (\$28,000.00), for a total not to exceed amount of Forty Three Thousand Dollars (\$43,000.00); and

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

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

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

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

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

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

Meeting date: April 17, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Melissa L. Longo, Esq.
Corporation Counsel

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION GRANTING LOU MASUCCI, ESQ. OF WEINER LESNIAK SETTLEMENT
AUTHORITY IN THE MATTER OF MUSSARO’S WORKER’S COMPENSATION
LITIGATION (WC00365652) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY
SUSAN POLIFRONE TO MELLISSA LONGO IN HER EMAIL DATED MARCH 26, 2013**

WHEREAS, the City of Hoboken is currently involved in a worker’s compensation claim with Plaintiff Masucci; and,

WHEREAS, Lou Masucci, Esq. of Weiner Lesniak has represented the City’s legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of an email from Susan Polifrone to Mellissa Longo dated March 26, 2013; and,

WHEREAS, after legal guidance from Mr. Masucci, the City Council finds his suggested monetary settlement amount to be reasonable, and in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Lou Masucci, Esq. of Weiner Lesniak is hereby authorized to settle the matter of Mussaro’s worker’s compensation claim in an amount up to the monetary amount suggested by Susan Polifron to Mellissa Longo in her e-mail dated March 26, 2013.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: April 17, 2013

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION GRANTING KEITH KANDEL, ESQ. OF FLORIO KENNY SETTLEMENT
AUTHORITY IN THE MATTER OF MELENDEZ’S WORKER’S COMPENSATION
LITIGATION (WC890750188) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY
SUSAN POLIFRONE TO MELLISSA LONGO IN HER EMAIL DATED APRIL 8, 2013**

WHEREAS, the City of Hoboken is currently involved in a worker’s compensation claim with Plaintiff Melendez; and,

WHEREAS, Keith Kandel, Esq. of Florio Kenny has represented the City’s legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of an email from Susan Polifrone to Mellissa Longo dated April 8, 2013; and,

WHEREAS, after legal guidance from Mr. Kandel, the City Council finds his suggested monetary settlement amount to be reasonable, and in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Keith Kandel Esq. of Florio Kenny is hereby authorized to settle the matter of Melendez’s worker’s compensation claim in an amount up to the monetary amount suggested by Susan Polifron to Mellissa Longo in her e-mail dated April 8, 2013.

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Meeting Date: April 17, 2013

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

Introduced by: _____
Seconded by: _____

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANEOUS LICENSING
April 17, 2013**

VENDOR (WITH VEHICLE) _____ \$175.00 EA. _____ 1 ITEM

FROSTY POOCH, LLC
555 GRIER AVE.
PO BOX 6853
ELIZABETH, NJ 07202

RAFFLES _____ 3 ITEMS

RA 1420
ST. FRANCIS CHURCH
308 JEFFERSON STREET
HOBOKEN, NJ 07030

RA 1422
ST. ANN'S RC CHURCH
704 JEFFERSON ST.
HOBOKEN, NJ 07030

RA 1423
ST. JOSEPH'S CHURCH
61 MONROE STREET
HOBOKEN, NJ 07030

SIDEWALK CAFÉS LICENSES ISSUED: 3/27/13-4/8/13 TOTAL: \$20,231.00 49 ITEMS

Cugini Kitchen Corp.	918 Washington Street
East LA	508 Washington Street
Sri Thai	234 Bloomfield Street
Dunkin Donuts	700 Washington Street
Margherita's Pizzeria & Café	740 Washington Street
Mikie Squared	616 Washington Street

Vito's Italian Deli	806 Washington Street
Imposto's Pizzeria & Deli	102 Washington Street
Mamoun's Falafel Restaurant	502 Washington Street
The Cuban	333 Washington Street
Hoboken Bar & Grill	230 Washington Street
Elysian Café	1001-03 Washington Street
Benny Tudino's Pizzeria & Rest.	622 Washington Street
Zafra Kitchens	301 Willow Avenue
Cucharamaman	233 Clinton Street
Ultramarinos	260 Third Street
Grimaldi's Pizza	441 Washington Street
Grimaldi's Pizza	133 Clinton Street
Hoboken Gourment Company	423 Washington Street
Qdoba Mexican Grill	400 Washington Street
Bangkok City Thai Restaurant	335 Washington Street
Napolis Pizzeria Restaurant	1118 Washington Street
Stack's Pancake House & Café	506 Washington Street
Madison Bar & Grill	1316 Washington Street
The Clinton Social LLC	700 Clinton Street
Johnny Rockets	134 Washington Street
Liberty Bar & Grill	61 14th Street
Fig Tree Restaurant	306-08 Park Avenue
Trattoria Saporito	328 Washington Street
Las Olas Sushi Bar & Grill	1319 Washington Street
Wicked Wolf Tavern	120 Sinatra Drive
Monapeg, LLC d/b/a Carpe Diem	1405 Grand Street
Ayame Hibachi & Sushi	526 Washington Street
Biggie's/Newark Street, LLC	42 Newark Street
Sushi House of Hoboken	155 First Street
Labouche Café	103 Garden Street
Jo's Diner	219 Washington Street
The Taco Truck	62 Newark Street
Hoboken Bagels, LLC	634 Washington Street
UBU Sushi	205 Hudson Street
Piccolo Roma	120 Washington Street
New Illuzion Sushi Inc	337 Washington Street
Old German Bakery	332 Washington Street
Legal Beans	86 Garden Street
Leo's Grandevous	200 Grand Street
Frannies Italian Deli	202 Hudson Street
Seven Star Pizzeria	342 Garden Street
Spa Restaurant	74 Hudson Street
Rice Shop	304 Washington Street

TAXI, LIVERY, AND LIMOUSINE LICENSES (SEE ATTACHED)

Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

April 17, 2013 City Council Meeting

Operator Licenses: 17 Total

Owner Licenses: 4 Total

Taxi Operator Licenses - 8 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Morcos	Nabil	TAXI	T0043-13	N/A*
2	Seifeen	Heshmat	TAXI	T0073-13	\$75
3	Davila	Angel	TAXI	T0074-13	\$75
4	Amer	Saad	TAXI	T0075-13	\$75
5	Arias	Jovanni	TAXI	T0076-13	\$75
6	Ghaly	Ashraf	TAXI	T0077-13	\$75
7	Cruz	Emilio	TAXI	T0078-13	\$75
8	Abdalla	Nabil	TAXI	T0079-13	\$75

Total Fees: \$525
Total Licenses: 8

Limo Operator Licenses - 9 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Sanchez	Luis	LIMO	L0043-13	\$75
2	Mancia	Ramon	LIMO	L0044-13	\$75
3	Pereira	Juan	LIMO	L0045-13	\$75
4	Reyes	Sergio	LIMO	L0046-13	\$75
5	Melo	Pedro	LIMO	L0047-13	\$75
6	Gonzalez	Luis	LIMO	L0048-13	\$75
7	Alicea	Felix	LIMO	L0049-13	\$75
8	Mendoza	Dionicio	LIMO	L0050-13	\$75
9	Rosa	Angelica	LIMO	L0051-13	\$75

Total Fees: \$675
Total Licenses: 9

Taxi Owner Licenses - 4 total

#	Company Name	Vehicle Type	Vehicle #	Fee
1	Eagle Express Taxi INC	HYBRID TAXI	1	\$ 500
2	A & A Taxi Limo LLC	HYBRID TAXI	51	\$ 500
3	Wajie Elqumos	HYBRID TAXI	52	\$ 500
4	AH Heby Taxi INC	HYBRID TAXI	57	\$ 500

Total Fees: \$ 2,000
Total Licenses: 4

*Spelling correction from 04/03/13 submittal. No fee collected.

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

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

Honorable Mayor and Council Members,

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

Receipts on Taxes

2013 Taxes

2013 Taxes 1-2 Quarters...	972,849.44	
N.G. Checks Minus....	25,165.23	
2013 Taxes 3-4 Quarters...	6,759.77	
2013 Added Assessment...	8,154.26	
2013 S/C Disallowed...	500.00	
Total 2013 Taxes Receipts...		963,098.24

Receipts on Taxes

2012 Taxes

2012 Taxes 3 - 4 Quarters....	153,632.48	
N.G. Checks Minus...	6,907.30	
2012 Taxes 1-2 Quarters...	42,459.82	
2012 S/C Disallowed...	1,500.00	
Total 2012 Taxes Receipts....		190,685.00

Receipts on Taxes

State Audit S/C Disallowed...	500.00	
2011 Taxes 3-4 Quarters...	250.00	
Total Tax Receipts...		750.00

Miscellaneous Tax Receipts

Interest on Taxes...	26,084.36	
N.G. Checks Minus...	638.41	
Duplicate Bill Fee...	10.00	
Bounced Check Fee...	100.00	
Tax Sale Costs...	5,047.37	
Sewer Charges Before Tax Sale...	69,235.52	
Total Miscellaneous Tax Receipts		99,838.84

Pilot Accts

Pilot Principal.....	5,000.00	
Prior Year Pilot to be Booked in Finance*	99,721.17	
Total Pilot Receipts...		\$104,721.17
Total Taxes & Miscellaneous Tax Receipts....		<u>1,359,093.25</u>

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

Abatements

Abatement Principal.....	87,746.98	
Abatement Interest.....	335.41	
Abatement Totals.....		***** <u>88,082.39</u>

Bounced Checks

Amount	
146/2	11,017.77
185/37	9,640.11
12 Properties	<u>12,053.06</u>
Total	32,710.94

Respectfully yours,

Sharon Curran, Tax Collector

Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last
 Print Miscellaneous w/Block/Lot/Qual: N Print Only Miscellaneous w/Block/Lot/Qual: N

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2011	2012	2013		
001 TAX-Billing	953	500.00	250.00	194,840.55	965,776.84	25,671.21	1,187,038.60
014 ADDED ASSESSMENT/OMI	7	0.00	0.00	0.00	8,154.26	80.00	8,234.26
082 IN LIEU OF TAXES	1	0.00	0.00	0.00	5,000.00	0.00	5,000.00
SUB SUBSEQUENT TAX	16	0.00	0.00	2,751.75	14,332.37	333.15	17,417.27
Tax Payments	977	500.00	250.00	197,592.30	993,263.47	26,084.36	1,217,690.13
077 SEWER SPEC CHARGES	40	0.00	0.00	57,691.52	0.00	11,544.00	69,235.52
Sp Charges Payments	40	0.00	0.00	57,691.52	0.00	11,544.00	69,235.52
00L OUTSIDE REDEEM	77	145,055.01	0.00	0.00	0.00	34,568.96	179,623.97
FEE	10	4,690.00	0.00	0.00	0.00	0.00	4,690.00
Lien Payments	87	149,745.01	0.00	0.00	0.00	34,568.96	184,313.97
005 BOUNCED CHECK FEE	6	100.00	0.00	0.00	0.00	0.00	100.00
009 T.S. AD/MAILING FEE	65	0.00	0.00	0.00	0.00	5,047.37	5,047.37
012 DUPLICATE BILLS	2	10.00	0.00	0.00	0.00	0.00	10.00
Misc Payments	73	110.00	0.00	0.00	0.00	5,047.37	5,157.37
NSF BOUNCED CHECK	17	0.00	0.00	6,907.30-	25,165.23-	638.41-	32,710.94-
Tax NSF	17	0.00	0.00	6,907.30-	25,165.23-	638.41-	32,710.94-
Payments Total:	1177	150,355.01	250.00	255,283.82	993,263.47	77,244.69	1,476,396.99
NSF Reversals Total:	17	0.00	0.00	6,907.30-	25,165.23-	638.41-	32,710.94-
Total:	1194	150,355.01	250.00	248,376.52	968,098.24	76,606.28	1,443,686.05

Total Cash: 19,744.14

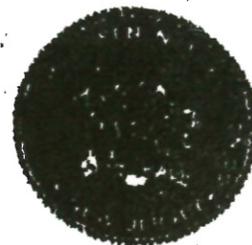
Total Check: 1,423,941.91

Total Credit: 0.00



*Municipal Court of Hoboken
City Hall*

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



HON. MICHAEL A. MONGIELLO
C.J.M.C.
HON. CATALDO F. FAZIO
J.M.C.

ROSEANN GOHDE
Court Director

APRIL 8, 2013

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

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK #200186 IN THE TOTAL AMOUNT OF \$ 361,242.97 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF MARCH 2013 (ATS/ACS SYSTEM)

VERY TRULY YOURS,

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

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

CITY OF HOBOKEN
CLAIMS LISTING
APRIL 17, 2013

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ADM BUSINESS ADMINISTRATION	ICAPITAL	13-01127	THE BUZAK LAW GROUP LLC	BLK 12 INV 1/01/13 TO 1/20/13	\$ 8,368.85		
	IOPERATING	13-00111	T&M ASSOCIATES	Electrical Specs - Mid-Town	\$ 9,900.00		
		13-00881	SHI	REVERSE 911 SYSTEM FOR 2013	\$ 15,000.00		
		13-01128	PREMIER TECHNOLOGY SOLUTIONS	MARCH 2013 MONTHLY SERVICES	\$ 7,350.00		
ADM CODIFICATION OF CODE	IOPERATING	13-01075	DOMENICO GIGANTE	REFUND HANDICAPPED PARKING	\$ 125.00		
ADM FINANCE SUPERVISORS OFF	ESCROW	13-01178	INVESTORS SAVINGS BANK	Close out Escrow bal in TD Bk	\$ 33.79		
		IOPERATING	13-01044	PROFESSIONAL GOVERNMENT	Seminar Debt Mgmt & Issuance	\$ 270.00	
	13-01287		AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	\$ 5,632.25		
	13-01288		AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	\$ 4,696.21		
	13-01289		AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	\$ 5,683.27		
	13-01290		AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	\$ 2,730.42		
	13-01292		AUTOMATIC DATA PROCESSING	ADP PROCESSING CHARGES	\$ 7,672.77		
	ITRUST		13-01307	HOBOKEN PBA LOCAL #2	QUARTER END 3/31/13 OEP DUES	\$ 9,474.00	
	ADM MAYOR'S OFFICE		IOPERATING	13-01309	STEVENS INSTITUTE OF TECH.	STATE OF THE CITY ADDRESS 2013	\$ 325.00
	ADM MUNICIPAL COURT	IOPERATING	13-00310	GANN LAW BOOKS	SUBSCRIPTION RENEWAL	\$ 105.00	
13-00450			W.B. MASON CO., INC.	GEN'L PURPOSE NITRILE GLOVES	\$ 32.40		
13-00512			RICOH USA INC	SERVICE CONTRACT	\$ 1,879.90		
13-00995			ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	\$ 212.50		
13-01168			ALCAZAR COMMUNICATION,INC.	SVCS RENDERED INTERPRETATION	\$ 5,060.00		
ADM MUNICIPAL COURT/POAA TRUST			ITRUST	13-01269	STAPLES PRINT SOLUTIONS	30 CARTONS ATS MAILERS	\$ 2,928.86
ADM PARKING UTILITY			IOPERATING	12-04060	BENNY TUDINO'S	FOOD PURCHASES - HURRICANE	\$ 228.15
				13-00466	LOGAN TOWING AUTOMOTIVE INC	BOAT TOWING FROM HURRICANE	\$ 2,525.00
				13-01186	JOHN'S MAIN AUTO BODY	DELIVER FUEL/HURRICANE	\$ 575.00
				IPARK UTILITY	12-01887	BUY WISE AUTO PARTS	PARTS FOR HPU VEHICLES
	12-03248	BUY WISE AUTO PARTS			HPU VEHICLE PARTS-SEPT. 2012	\$ 848.42	
	12-03623	BUY WISE AUTO PARTS			HPU PARTS - OCTOBER, 2012	\$ 306.26	
	13-00254	BUY WISE AUTO PARTS			AUTO PARTS - FEBRUARY 2013	\$ 240.81	
	13-00921	G & F ENTERPRISE			HPU UNIFORMS/ACCESSORIES	\$ 2,325.00	
	13-01031	NEXGEN			MISC. SUPPLIES - GARAGE D	\$ 966.00	
	13-01037	W.B. MASON CO., INC.			OFFICE SUPPLIES/CABINETS	\$ 1,974.68	
	13-01063	METRIC GROUP, INC.			MULTI METER REPAIRS	\$ 603.99	
	13-01064	ACADEMY EXPRESS LLC			BUS WASH SERVICES	\$ 70.00	
	13-01067	NOBEL COMPUTER SYSTEMS, INC.			AIM TOWING SOFTWARE	\$ 2,872.00	
	13-01148	Z'S IRON WORKS			SERVICES AT 916 GARDEN ST.	\$ 2,280.00	
	13-01149	HOBOKEN WEST END FLORIST			FLORAL ARRANGEMENT-S. BRAXTON	\$ 85.25	
	13-01154	METROPOLITAN COFFEE SERVICE			WATER/COFFEE SUPPLIES	\$ 177.80	
13-01187	ADVANCED DOOR SALES, INC.	GARAGE DOOR INSTALL	\$ 3,160.00				
13-01199	CORNERSTONE RECORDS MGMT.	STORAGE FEES - MARCH 2013	\$ 403.49				
13-01278	SBP INDUSTRIES	SERVICE CONTRACT-916 GARDEN ST	\$ 1,660.00				
13-01284	PROPARK AMERICA NEW YORK	MONTHLY MANAGEMENT FEES	\$ 42,616.75				

		13-01301	921 WELCO CGI GAS TECH LLC	CYLINDER RENTAL-916 GARDEN ST.	\$ 28.55
		13-01349	RICHARD BAIRD	ADMIM. FEE REFUND	\$ 45.00
		13-01359	VERIZON	PHONE CHARGES - MARCH 2013	\$ 1,404.73
		13-01361	LUCIANA BUBBICO	SIGNS REFUND	\$ 20.00
		13-01369	MICHAEL FOX	NO PARKING SIGNS REFUND	\$ 41.41
ADM PURCHASING	IOPERATING	13-01086	TARIFF BILLING SPECIALISTS	TELEPHONE AUDIT	\$ 884.46
ADM SPECIAL COUNSEL	IOPERATING	13-00128	BENJAMIN CHOI, ESQ.	MUNICIPAL PROSECUTOR - 2013	\$ 2,925.00
		13-00129	WEINER & LESNIAK, LLP	SP. LEGAL COUNSEL - LAND USE	\$ 15,612.26
		13-00131	MARAZITI, FALCON & HEALEY	SP LEGAL COUNSEL - LITIGATION	\$ 22,804.54
		13-00133	WEINER & LESNIAK, LLP	SP LEGAL COUNSEL -LABOR/EMPL	\$ 9,239.65
		13-00140	MCMANIMON,SCOTLAND, & BAUMANN	SP LEGAL COUNSEL - LITIGATION	\$ 4,043.33
		13-00141	PARKER McCAY, P.A.	SP LEGAL COUNSEL -BOND COUNSEL	\$ 1,896.00
		13-00212	SUSAN FERRARO, ESQ.	ALT. MUNICIPAL PROSECUTOR	\$ 1,950.00
		13-01112	FLORIO & KENNY LLP	SP COUNSEL - RENT LEVELING	\$ 2,205.00
		13-01121	MCMANIMON,SCOTLAND, & BAUMANN	DECEMBER 2012 SERVICES	\$ 10,677.86
		13-01124	ALM/N.J. LAW JOURNAL	NJ LOCAL GOV. BOOKS	\$ 157.95
		13-01125	WEST GROUP	WEST INFORMATION CHARGES	\$ 658.50
		13-01271	THE PMA INSURANCE GROUP	INSURANCE DEDUCTIBLE	\$ 7,126.90
ADM TAX COLLECTOR	IOPERATING	13-01223	BEATTIE PADOVANO, LLC	REFUND HUDSON COUNTY TAX COURT	\$ 11,862.50
		13-01224	CHASE HOME FINANCE	REFUND TAX OVERPAYMENTS	\$ 2,561.48
		13-01225	WELLS FARGO HOME MORTGAGE	REFUND TAX OVERPAYMENTS	\$ 8,154.57
		13-01226	OHRING, AVI & ROCHELLE	REFUND TAX OVERPAYMENTS	\$ 73.19
		13-01227	SUNTRUST MORTGAGE	REFUND TAX OVERPAYMENTS	\$ 344.56
		13-01228	AMY WONG & STEPHEN CHIN	REFUND TAX OVERPAYMENTS	\$ 1,188.63
		13-01376	DAVENPORT & SPIOTTI	REFUND TAX APPEALS	\$ 5,424.72
		13-01379	GESS GESS & SCANLON	REFUND TAX APPEALS	\$ 262.45
		13-01381	OCWEN LOAN SERVICING, LLC	REFUND TAX OVERPAYMENTS	\$ 2,134.56
		13-01382	CHRISTOPHER & JOANNA WEISS	REFUND TAX OVERPAYMENT	\$ 1,844.26
		13-01383	SPAT, LLC	REFUND TAX OVERPAYMENTS	\$ 4,676.38
		13-01384	MICHAEL BULONE &	REFUND TAX OVERPAYMENTS	\$ 2,483.79
	ITRUST	13-01261	PAM INVESTORS	REDEMPTION	\$ 2,322.06
		13-01262	PAM INVESTORS	REDEMPTION	\$ 2,362.79
		13-01263	PAM INVESTORS	REDEMPTION	\$ 3,151.49
		13-01264	PAM INVESTORS	REDEMPTION	\$ 31,266.05
		13-01267	WRCC, LLC	REDEMPTION	\$ 71,100.58
		13-01268	US BANK CUST PRO CAPITAL I,LLC	REDEMPTION	\$ 29,638.54
		13-01373	ACE PLUS LLC	REDEMPTION	\$ 1,954.30
		13-01398	BULWARK SYSTEMS LLC	REDEMPTION	\$ 14,348.36
		13-01399	DIANNE CLEMENTE	REDEMPTION	\$ 14,955.68
		13-01400	FNA JERSEY LIEN SVCS, LLC	REDEMPTION	\$ 19,385.33
		13-01403	ROBERT U. DEL VECCHIO	REDEMPTION	\$ 13,882.72
		13-01405	DIANNE CLEMENTE	REDEMPTION	\$ 9,932.75
ADM/CITY CLERK	IOPERATING	13-01120	PROFESSIONAL GOVERNMENT	SEMINAR MARCH 27,2013	\$ 90.00
ADM/CONSTRUCTION CODE	IOPERATING	13-00525	DIVISION OF FIRE SAFETY	UNIFORM FIRE CODE SUBSCRIPTION	\$ 30.00
		13-01159	WILLOW SUNOCO	CITY VEHICLE GAS CHARGES	\$ 353.30

ADM/CONSTRUCTION CODE	IOPERATING	13-01160	WILLOW SUNOCO	CITY VEHICLE GAS CHARGES	\$ 315.70
ADMINISTRATION - AUDIT	IOPERATING	13-00144	FERRAIOLI, WIELKOTZ, CERULLO &	MUNICIPAL AUDITING SERVICES	\$ 15,000.00
CD DIRECTOR'S OFFICE	IFEDERAL	12-04449	THE LANDTEK GROUP, INC.	1600 PARK & HOBOKEN COVE PH 1	\$ 154,347.30
CD MLUL PB ESCROW ACCTS	IOPERATING	12-04519	JANICE E. TALLEY, PP, PA	PRO. SVC - TESTIMONY 38 JACK.	\$ 1,875.00
	ESCROW	13-00596	F. CLIFFORD GIBBONS, ESQ. LLC	DEVELOPERS ESCROW	\$ 562.50
CD MLUL PLANNING BOARD	IOPERATING	13-01179	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 105.00
		13-01087	MASER CONSULTING	PROFESSIONAL SERVICE	\$ 232.50
CD MLUL ZBA ESCROW ACCTS	ESCROW	13-01088	MASER CONSULTING	PROFESSIONAL SERVICES	\$ 658.75
		13-01058	VANDOR & VANDOR LTD.	DEVELOPERS ESCROW	\$ 385.00
		13-01151	JOO HYUN PYUNE	RETURN DEVELOPERS ESCROW	\$ 816.15
		13-01176	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 2,555.59
		13-01180	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 370.27
CD MLUL ZONING BD OF ADJ	ESCROW	13-01059	DIMITRI PAPAGIANNAKIS	REFUND DEVELOPERS ESCROW	\$ 3,003.02
Community Development	ICDBG2818	13-01315	HOPES INC.	CDBG PORTION HOPES INC. - FEB	\$ 3,960.92
ES CENTRAL GARAGE	IOPERATING	13-01404	HOBOKEN FAMILY PLANNING, INC.	CDBG REIMBURSEMENT	\$ 5,751.00
		12-02954	BUY WISE AUTO PARTS	CG PARTS - AUGUST, 2012	\$ 768.12
		13-00076	CLIFFSIDE BODY CORP.	LIFTGATE FOR PICKUP TRUCK	\$ 4,170.33
		13-00257	CENTRAL GETTY, INC.	REPAIRS-CENTRAL GARAGE	\$ 175.00
		13-00275	GS ELEVATOR INDUSTRIES	GS Elevator Jan 2013	\$ 588.60
		13-00317	CLIFFSIDE BODY CORP.	REPLACEMENT OF VEHICLE EQUIP.	\$ 28,130.08
		13-00420	GENERAL SALES ADMINISTRATION	VEHICLE EQUIPMENT-CENTRAL GAR.	\$ 1,242.55
		13-00487	CLIFFSIDE BODY CORP.	SALT SPREADER EQUIPMENT	\$ 2,600.00
		13-00585	M & G AUTO PARTS, INC.	MECHANICS TOOLS REPLACEMENT	\$ 9,579.80
		13-00619	BUY WISE AUTO PARTS	CENTRAL GARAGE - FEB./MARCH	\$ 57.13
		13-00625	BUY WISE AUTO PARTS	AUTO PARTS/PD - FEB./MARCH	\$ 1,951.55
		13-00923	OSCAR'S AUTOMATIC TRANSMISSION	TRANSMISSION SERVICES	\$ 2,400.00
		13-01150	W.B. MASON CO., INC.	OFFICE SUPPLIES-CENTRAL GARAGE	\$ 971.24
		13-01189	GRAINGER, INC	CG PARTS ROOM REPLACEMENTS	\$ 3,000.60
		13-01190	ROBBINS & FRANKE, INC.	ALIGNMENTS - PD VEHICLES	\$ 120.00
		13-01193	NORTH JERSEY AUTO TRUCK SEAT	UPHOLSTERY REPAIR-CENTRAL GAR.	\$ 509.50
		13-01198	MODERN HANDLING EQUIPMENT OF	FORKLIFT REPAIRS - CG	\$ 767.02
		13-01200	CENTRAL GETTY, INC.	REPAIRS/PARTS PD VEHICLE	\$ 471.95
		13-01201	FOLEY INCORPORATED	SANITATION VEHICLE REPAIRS	\$ 3,406.96
		13-01273	KLINGER TIRE & SERVICE CO.	TIRES FOR OEM VEHICLE	\$ 175.00
ES PUBLIC PROPERTY	IOPERATING	12-04114	GS ELEVATOR INDUSTRIES	ELEVATOR MAINTENANCE 11/1/12	\$ 588.60
		12-04649	LOMBARDY DOOR SALES	REPAIRS TO GARAGE DOORS	\$ 560.00
		13-00737	JOHN A. EARL CO.	PAPER SUPPLIES CENTRAL GARAGE	\$ 674.50
		13-00982	JOHN A. EARL CO.	SUPPLIES MULTI SERVICE CENTER	\$ 63.60
		13-01014	QUALITY PLUMBING & HEATING	REPAIRS CENTRAL GARAGE	\$ 1,185.00
		13-01098	TERMINIX	PEST CONTROL MULTI CENTER	\$ 1,249.55
		13-01110	ENVIRONMENTAL CLIMATE CONTROL	REPAIRS OBSERVER HWY. F.D.	\$ 1,340.26
		13-01152	FCA LIGHTING	ELEC. REPAIR PURCHASING C.H.	\$ 325.00
		13-01156	TRANE OF NEW JERSEY	REPAIRS AT MULTI SERV CENTER	\$ 572.00
		13-01173	DEPENDABLE PLUMBING &	SEWER BACK UP 8TH ST. F.D.	\$ 695.00
		13-01233	TERMINIX	PEST CONTROL 3/11/13 M.S.C.	\$ 65.00

ES PUBLIC PROPERTY	IOPERATING	13-01434	QUENCH USA, LLC	DAMAGED WATER COOLER-CG	\$ 732.00
ES ROADS	IOPERATING	13-00635	CARGILL, INC.	ROADS/SALT - FEB.-MARCH 2013	\$ 6,187.68
		13-01202	ONE CALL CONCEPTS, INC.	STREET MARK-OUTS - FEBRUARY	\$ 91.20
ES SOLID WASTE, CITY HALL	IOPERATING	12-02944	THE TRAINING CENTER	TRAINING	\$ 500.00
HS BD OF HEALTH	IOPERATING	13-00412	TROPICANA CASINO AND RESORT	CONFERENCE REGISTRATION	\$ 778.00
		13-00636	NJ ENVIRONMENTAL HEALTH ASSOC.	REGISTRAR MEETING	\$ 55.00
		13-00864	NALBOH	MEMBERSHIP NALBOH	\$ 140.00
HS CULTURAL AFFAIRS	ITRUST	13-00087	TECHNI-SERVE INDUSTRIES, LLC	REPAIR TO MACKIE SPEAKER	\$ 150.00
		13-01017	FCA LIGHTING	BULBS FOR LIGHTING TREES	\$ 56.00
		13-01109	HUDSON REPORTER ASSOC LP	12 PAGE SUMMER NEWSLETTER	\$ 5,710.00
		13-01132	VINCENT PRINTING COMPANY	ADVERTISING-SPRING FESTIVAL	\$ 105.00
		13-01338	MASSIVE REGGAE BAND	BAND PERFORMANCE - 5K RUN	\$ 520.00
		13-01474	ANGELINA LEDESMA	OFFICE ASSIST. SPRING FESTIVAL	\$ 70.00
HS DIRECTOR'S OFFICE	IFEDERAL	13-00019	FIELDTURF USA INC	UPGRADE STEVENS PARK - BB TURF	\$ 62,586.95
	IOPERATING	13-00019	FIELDTURF USA INC	UPGRADE STEVENS PARK - BB TURF	\$ 170,000.00
	IPARK UTILITY	13-00594	ARSENAULT ASSOCIATES	Fleet Maintenance Software	\$ 4,722.00
HS PARKS	IO M FUND	13-01011	QUALITY PLUMBING & HEATING	CLEARED BLOCKAGE ON SUMP PUMP	\$ 325.00
	IOPERATING	13-01020	JONATHAN GREEN	FERTILIZER FOR PARKS	\$ 1,455.00
HS RECREATION	IFEDERAL	13-01433	EILEEN LYNCH	REIMBURSEMENT	\$ 408.58
	IOPERATING	12-04549	RIDDELL ALL AMERICAN	RECONDITIONING OF EQUIPMENT	\$ 6,778.39
		13-00936	STAN'S SPORT CENTER	LITTLE LEAGUE SPORTING EQUIP.	\$ 2,949.70
		13-00939	STAN'S SPORT CENTER	MINOR LEAGUE BASEBALL EQUIP.	\$ 1,335.10
		13-00940	STAN'S SPORT CENTER	INSTRUCTIONAL BB EQUIPMENT	\$ 2,039.60
		13-00943	STAN'S SPORT CENTER	LL ALL STARS SPORTING EQUIP.	\$ 2,857.80
		13-00944	STAN'S SPORT CENTER	LL ALL STARS SPORTING EQUIP	\$ 4,113.80
	ITRUST REC FEES	13-00935	STAN'S SPORT CENTER	T-BALL EQUIPMENT	\$ 2,245.70
		13-00936	STAN'S SPORT CENTER	LITTLE LEAGUE SPORTING EQUIP.	\$ 2,098.90
		13-00939	STAN'S SPORT CENTER	MINOR LEAGUE BASEBALL EQUIP.	\$ 129.90
		13-00943	STAN'S SPORT CENTER	LL ALL STARS SPORTING EQUIP.	\$ 1,454.90
		13-00944	STAN'S SPORT CENTER	LL ALL STARS SPORTING EQUIP	\$ 439.60
PS FIRE	IHAZMAT	13-01085	DIVISION OF STATE POLICE	SERVICE AGREEMENT	\$ 660.00
		13-01094	A & M INDUSTRIAL SUPPLY CO.	SIRIUS REPAIRS	\$ 362.30
	IOPERATING	12-02460	WEST MARINE	STROBE LIGHTS	\$ 148.14
		12-04049	PROCOMM SYSTEMS	ZETRON RADIO CHECK	\$ 280.00
		13-00441	W.B. MASON CO., INC.	INK FOR CHIEFS PRINTER	\$ 1,391.94
		13-00693	RMC MEDICAL	REPLACEMENT EQUIPMENT	\$ 822.55
		13-00862	EAST WEST FIRE APPARATUS	ENGINE 3 CONSULTING	\$ 7,500.00
		13-00863	EAST WEST FIRE APPARATUS	ENGINE 2 CONSULTING CHARGE	\$ 7,000.00
		13-00989	HOBOKEN UNIVERSITY MEDICAL CTR	EMPLOYEE ASSISTANCE PROGRAM	\$ 4,000.00
		13-01082	KLINGER TIRE & SERVICE CO.	TIRE REPLACEMENT E-3	\$ 585.00
		13-01083	SHORE SOFTWARE	ONLINE BACKUP FOR HQ SERVER	\$ 69.95
		13-01084	ROCK-N-RESCUE	PULLEY SET	\$ 192.95
		13-01091	ALL HANDS FIRE EQUIPMENT	CARRY BAG FOR HYDRO RAM	\$ 60.98
		13-01092	BUY WISE AUTO PARTS	REPAIRS	\$ 69.46
		13-01093	ESI EQUIPMENT	SERVICE AGREEMENT	\$ 1,137.00

PS FIRE	IOPERATING	13-01095	ABSOLUTE FIRE PROTECTION	ENGINE 1 REPAIRS	\$	2,058.92
		13-01096	AIR & GAS TECHNOLOGIES, INC.	AIR CHECK/BLEED VALVE REPAIR	\$	497.95
PS FIRE SAFETY	IFIRE ED	13-00661	W.B. MASON CO., INC.	Office Supplies	\$	1,910.61
		13-00752	W.B. MASON CO., INC.	Office Supplies	\$	1,576.92
		13-00798	YOUTH'S SAFETY COMPANY	Crayons	\$	387.78
		13-00799	HINES PRODUCTS CORP.	Helmets	\$	1,000.00
		13-00800	ALERT-ALL CORPORATION	Fire Prevention Supplies	\$	3,990.00
PS POLICE	ICAPITAL	13-01119	FCA LIGHTING	ELECTRIC - POL. HQ RENOVATION	\$	5,000.00
	IOPERATING	12-04571	SIRCHIE FINGERPRINT LABORATORY	BLOOD TEST KITS	\$	341.10
		13-01009	HUDSON COUNTY PROSECUTOR	POLICE ASSISTANCE-MARCH 2ND	\$	12,310.18
		13-01052	TOWN OF SECAUCUS	POLICE ASSISTANCE-MARCH 2ND	\$	2,285.12
		13-01102	TOWNSHIP OF NORTH BERGEN	POLICE ASSISTANCE - MARCH 2ND	\$	991.51
		13-01107	BOROUGH OF EAST NEWARK	POLICE ASSISTANCE - MARCH 2ND	\$	668.16
		13-01108	ENTERPRISE CONSULTANTS	MONTHLY TELE SERVICE March	\$	415.00
		13-01118	TOWN OF GUTTENBERG POLICE DEPT	POLICE ASSISTANCE - MARCH 2ND	\$	1,105.30
		13-01240	TYCO INTEGRATED SECURITY	QUARTERLY SERVICE	\$	321.78
		13-01260	BAYONNE POLICE DEPARTMENT	POLICE ASSISTANCE - MARCH 2ND	\$	5,836.90
		13-01276	INSTITUTE FOR FORENSIC	CASE FOR D. CHIRINO	\$	632.50
		13-01345	DRAEGER SAFETY DIAGNOSTICS	ALCOTEST CALIBRATION & SUPP.	\$	278.95
		13-01435	VERIZON WIRELESS SERVICES LLC	LAPTOP WIRELESS SVC PD 3/13	\$	760.23
		13-01497	CABLEVISION	PHONE/INTERNET SVS-PD	\$	1,673.70
UNCLASSIFIED	IOPERATING	13-01331	HOBOKEN JOINT MEMORIAL COMM.	2013 MEMORIAL DAY PARADE CNTR	\$	5,000.00
UNCLASSIFIED ELECTRICITY	IO M FUND	13-01402	P.S.E.&G. COMPANY	UTIL ELEC - PIER A - MAR. 2013	\$	1,852.57
	IOPERATING	13-01239	P.S.E.&G. COMPANY	ELECTRIC UTILITY - FEB 2013	\$	33,758.13
		13-01285	SOUTH JERSEY ENERGY	ELECTRIC UTILITY - FEB 2013	\$	848.14
UNCLASSIFIED GASOLINE	IOPERATING	13-01375	EXXONMOBIL FLEET/GECC	GASOLINE FOR 3/13	\$	26,626.24
UNCLASSIFIED INSURANCE	IOPERATING	13-00770	EUGENE DRAYTON	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00778	DONNA L. FERRANTE	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00779	PATRICK FERRANTE	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00791	HARRY J PINKMAN	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00865	MARY RUSSO	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00870	DENNIS T. O'CONNOR	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00884	ANGELA SERVELLO	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00909	PAUL E. TEWES	MEDICARE PART B REIMBURSEMENT	\$	1,213.80
		13-00959	MARY VAN WIE	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00960	PETER VUKAS	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00961	LAWRENCE S. WALLINGTON	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00962	JEANETTE WEBER	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00963	HUGH A MCGUIRE JR	MEDICARE PART B REIMBURSEMENT	\$	4,417.50
		13-00965	PHYLLIS J GENTILE	MEDICARE PART B REIMBURSEMENT	\$	1,399.00
		13-00966	CAROLE A BRIZZOLARA	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00972	FRANK PALMISANO	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00973	MICHAEL BAVARO	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-00980	MARIA MCGUIRE	MEDICARE PART B REIMBURSEMENT	\$	4,360.00
		13-01103	SALVATORE DORSO	MEDICARE PART B REIMBURSEMENT	\$	1,198.80

		13-01104	EDWARD LEPRE	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01105	JOAN B. GOLIZIO	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01136	MARIAN ROLAND	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01137	JOHN F. CARRIER	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01139	GERARD PETERSON	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01162	VERONICA E. WALSH	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01164	MARIO MERCADO JR	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01166	PATRICIA AVAGLIANO	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01167	ESTATE OF JOSEPH OBRIEN	MEDICARE PART B REIMBURSEMENT	\$	299.70
		13-01169	MARGARET LAGUARDIA	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01249	THE PMA INSURANCE GROUP	WORKERS COMP INSURANCE 2/2013	\$	38,794.82
		13-01250	EVELYN C. GIODANO	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01251	JAMES GIORDANO	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01252	CHARLES KOSBAB	MEDICARE PART B REIMBURSEMENT	\$	1,283.20
		13-01253	LINDA M. DIVINCENT	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01254	ESTATE OF ARTHUR M. DIVINCENT	MEDICARE PART B REIMBURSEMENT	\$	299.70
		13-01255	CARMEN BURGOS	MEDICARE PART B REIMBURSEMENT	\$	1,198.80
		13-01397	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INSUR.MARCH 2013	\$	1,790,379.20
		13-01424	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INSUR.APRIL 2013	\$	1,633,874.62
		13-01389	VISION SERVICE PLAN, INC	VISION INSURANCE APRIL 2013	\$	9,846.90
		13-01429	U.S.P.S (POSTAGE BY PHONE)	REPLENISH POSTAGE FOR MAILROOM	\$	15,000.00
		13-01277	P.S.E.&G. COMPANY	STREET LIGHTING - FEB 2013	\$	49,259.14
		13-01377	ENTERPRISE CONSULTANTS	TELEPHONE SERVICE CH 3/13	\$	1,000.00
		13-01378	COOPERATIVE COMMUNICATIONS,INC	LD/TOLL SERVICE 4/13	\$	749.12
		13-01428	VERIZON WIRELESS	CY2013 CELL SERVICES	\$	6,163.45
		13-01430	CABLEVISION LIGHTPATH, INC.	INTERNET SVS#45278 3/13	\$	1,253.22
		13-01431	CABLEVISION LIGHTPATH, INC.	REVERSE 911 SYS SVS 3/13	\$	2,791.75
		13-01498	NORTH HUDSON YMCA	PYMNT FOR RENOVATIONS & BOILER	\$	519,318.21
UNCLASSIFIED POSTAGE	IOPERATING					
UNCLASSIFIED STREET LIGHTING	IOPERATING					
UNCLASSIFIED TELEPHONE	IOPERATING					
CAPITAL AFFORDABLE HOUSING	ICAPITAL					
Grand Total					\$	5,280,001.41

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:

14-Mar-13	TO	27-Mar-13	Paydate	4/3/2013	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	3-01-20-105	8,774.37	0.00	0.00	8,774.37
MAYOR'S OFFICE	3-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	3-01-20-111	7,517.37	0.00	0.00	7,517.37
BUS ADMINISTRATOR	3-01-20-112	16,003.20	0.00	0.00	16,003.20
ABC BOARD	3-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	3-01-20-114	6,126.60	0.00	0.00	6,126.60
GRANTS MANAGEMENT	3-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	3-01-20-120	15,258.52	1,245.05	0.00	16,503.57
ELECTIONS	3-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	3-01-20-130	22,305.19	0.00	0.00	22,305.19
ACCOUNTS/CONTROL	3-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	3-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	3-01-20-145	8,640.68	0.00	0.00	8,640.68
ASSESSOR'S OFFICE	3-01-20-150	11,767.77	0.00	0.00	11,767.77
CORPORATE COUNSEL	3-01-20-155	11,873.08	0.00	0.00	11,873.08
COMMUNITY DEVELOPMENT	3-01-20-160	6,519.24	0.00	0.00	6,519.24
PLANNING BOARD	3-01-21-180	5,849.83	381.27	0.00	6,231.10
ZONING OFFICER	3-01-21-186	4,899.12	0.00	0.00	4,899.12
HOUSING INSPECTION	3-01-21-187	5,923.33	0.00	0.00	5,923.33
CONSTRUCTION CODE WORKERS COMP	3-01-22-195	21,860.16 0.00	0.00 0.00	0.00 1,238.79	21,860.16 1,238.79
POLICE DIVISION	3-01-25-241-011	535,349.82	5,580.21		540,930.03
POLICE CIVILIAN	3-01-25-241-016	28708.31	586.92	0.00	29,295.23
POLICE DIVISION CLAS CLASS II WORKERS COMP	3-01-25-241-015	400.00 0.00	0.00 0.00	0.00 7,536.09	400.00 7,536.09
CROSSING GUARDS	3-01-25-241-012	13,566.25	0.00	0.00	13,566.25
EMERGENCY MANAGEMENT	3-01-25-252	15,661.83	0.00	96.15	15,757.98

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	3-01-25-266	469,128.74	21,246.28	0.00	490,375.02
FIRE DIF (STRAIGHT TIME)		0.00	0.00	27,189.80	27,189.80
FIRE CIVILIAN	3-01-25-266-016	17,371.74	925.32	0.00	18,297.06
STREETS AND ROADS	3-01-26-291-011	24,019.50	6,089.90	0.00	30,109.40
WORKERS COMP		0.00	0.00	834.46	834.46
SNOW REMOVAL	3-01-26-291-014	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	3-01-26-290	4,003.76	0.00	0.00	4,003.76
RECREATION SEASONAL EMP	3-0128370016	3,742.50	0.00	0.00	3,742.50
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
CENTRAL GARAGE	3-01-26-301	5,687.74	2,387.22	0.00	8,074.96
SANITATION	3-01-26-305	17,052.37	475.35	0.00	17,527.72
LICENSING DIVISION	3-31-55-501-101	0.00	0.00	0.00	0.00
WORKERS COMP		0.00	0.00	943.30	943.30
HUMAN SRVCS DIR OFFICE	3-01-27-330	7,006.52	0.00	0.00	7,006.52
BOARD OF HEALTH	3-01-27-332	20,237.52	0.00	0.00	20,237.52
CONSTITUENT SRCS	3-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	3-01-27-336	12,999.44	0.00	0.00	12,999.44
RENT STABILIZATION	3-01-27-347	9,678.53	0.00	0.00	9,678.53
TRANSPORTATION	3-01-27-348	0.00	0.00	0.00	0.00
RECREATION	3-01-28-370	11,850.55	1,014.37	0.00	12,864.92
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	130.00	130.00
PARKS	3-01-28-375	14,544.65	505.17	0.00	15,049.82
PUBLIC PROPERTY	3-01-28-377	28,416.89	3,009.21	0.00	31,426.10
STIPEND		0.00	0.00	192.31	192.31
PUBLIC LIBRARY	3-0129-390-021	0.00	0.00	0.00	0.00
O & M TRUST	T-24-20-700-020	0.00	0.00	0.00	0.00
MUNICIPAL COURT	3-01-43-490	36,116.56	0.00	0.00	36,116.56
PARKING UTILITY	3-31-55-501-101	105,164.10	12,197.89	0.00	117,361.99
WORKERS COMP		0.00	0.00	560.00	560.00
MUN COURT OVERTIME	T-0340000-037	0.00	2,230.13	0.00	2,230.13
TRUST - RECREATION ADULT PROG	T-03-40-000-108	150.00	0.00	0.00	150.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	360.00	360.00
FIRE EDUCATION	T-13-10-000-000	0.00	554.47	0.00	554.47
HOBOKEN ATHL LEAGUE	G-02-41-200-PA2	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
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OTHER:

TRUST REC	TENNIS CLINIC T-03-40-000-110	0.00	0.00	0.00	0.00
TRUST CULTURAL AFF.	T-03-40-000-004	0.00	0.00	0.00	0.00
TRUST	T-03-40-000-105	0.00	0.00	0.00	0.00
CULTURAL AFFAIRS	3-01-271-760-11	3,168.14	0.00	0.00	3,168.14
SALARY ADJUSTMENT	3-01-36-478-000	0.00	0.00	0.00	0.00
SALARY SETTLEMENT	3-01-36-479-000	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	48,697.50	48,697.50
HLTH INS EMP WAIV COMP	3-01-30-400-WVR	0.00	0.00	0.00	0.00
SALARY AND WAGES	3-01-55-901-014	2,500.00	0.00	0.00	2,500.00
POLICE HOUSING AUTHORITY OEP	3-01-25-241-017	0.00	0.00	0.00	0.00
GRAND TOTAL		1,549,803.55	58,428.76	87,935.32	1,696,167.63
					1,696,167.63

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIED SERVICE
CONTRACT TO BIKE AND ROLL IN ACCORDANCE WITH THEIR PROPOSAL
AND THE ATTACHED BIKE AND ROLL AGREEMENT**

WHEREAS, the City of Hoboken published RFP's for bike sharing/bike rental programs within the City limits; and,

WHEREAS, Bike and Roll responded with the only proposal, and the Administration has determined that the Bike and Roll proposal, subject to minor changes as described in the attached Bike and Roll Agreement, is in the best interest of the City; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award the contract to Bike and Roll, as described in the attached Bike and Roll Agreement; and,

WHEREAS, certification of funds is not required for this award, or execution of the underlying contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract be awarded to Bike and Roll in accordance with the attached Bike and Roll Agreement, and further authorizes the following:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and Bike and Roll's responsive proposal shall govern the contract award except as inconsistent with the attached agreement..
3. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution, including but not limited to the attached agreement or a substantially similar agreement, if necessary.

Reviewed:

Approved as to form:

Quentin Wiest
Business Administrator

Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: April 17, 2013

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

BNR Hoboken



BNR Hoboken

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A. PROPOSAL

A.1 SUMMARY

This is a response to the Request for Proposals for Bicycle Related Services ("**Hoboken Bicycle Services**") issued by the City of Hoboken ("City") which includes rental, sharing, tourism and valet for a one year period.

We are **Bike and Roll NYC** ("BNR"), the nation's largest bike services company. We have just launched our seventh season serving New York City's 50 million tourists and local families. With over 2,000 bikes, we operate nine locations in Manhattan and Brooklyn and would like to make Hoboken the tenth. Complementing BNR is **E3Think**, a consultancy focused on the deployment of investment-grade, urban invention.

We propose to launch Hoboken Bicycle Services with a staffed location on City property near the **Hoboken Terminal**, complemented with non-staffed locations at 14th Street/Ferry, the **Stevens Institute of Technology** ("Stevens Institute") and the 9th Street **Hudson-Bergen Light Rail** ("HBLR") stop. We would expand as the market dictates.

Chris Wogas is the point person for operational issues, Tom Glendening for strategic ones. We propose to provide all equipment and staff at our cost/risk, and in return for the City to provide the land. Furthermore, we propose to split profits generated from Hoboken sources (e.g. usage fees and sponsorships).

Our preference is to work very closely with the City.

A Day in the Life of a Tourist

BNR Hoboken will shatter the Hudson River Tourist Barrier that keeps NYC tourists from visiting Hoboken and the rest of the New Jersey waterfront in greater numbers.

Liberty Science Ctr
Liberty State Park
These are racks for bikes.
No other services.

5 Tourist drops off BNR bike and takes ferry back to Manhattan.

6 Tourist picks up BNR bike and bikes back to hotel

1 Tourist leaves on BNR bike along Hudson River Park.

4 Tourist picks-up bike, "bikes the skyline," spends money in Hoboken

2 Tourist visits WTC in AM

3 Tourist takes PATH to Hoboken



Phase 3



Intrepid



6 Tourist picks up BNR bike and bikes back to hotel

1 Tourist leaves on BNR bike along Hudson River Park.

14th St Pier



Stevens Institute

9th Street HBLR



4 Tourist picks-up bike, "bikes the skyline," spends money in Hoboken



West Greenwich Village



Pier 40 Proposed Location

Total Market Area

Commuter Area

2 Tourist visits WTC in AM



Ground Zero

3 Tourist takes PATH to Hoboken



Phase 2



Liberty State Park

South Street Seaport



14th STREET
Conventional Lock Service
(10 Bikes)



BNR Hoboken customers will be able to obtain a combination or key while in New York City or via computer and then take the ferry to 14th Street where a bike will be waiting



STEVENS INSTITUTE
E3Think proposes to develop custom strategy

MAIN TERMINAL
Full-Service Bikes/Rental
(40 Bikes)
Tourist Services



A.2 FOUR GOALS

Goal 1: Shatter the Hudson River Barrier

This is also known as driving tourism.

As the nation's largest tourist-oriented bikeshare company, BNR believes that the New Jersey side of the Hudson, and particularly Hoboken have significant untapped tourist potential. In addition to intriguing destinations, the New Jersey side of the Hudson has the one thing that a tourist cannot buy or experience in Manhattan at any price – an extraordinary view of Manhattan.

However, there is a problem. We call it the **Hudson River Barrier** - an artificial barrier separating Hoboken and the rest of the New Jersey waterfront from the lucrative New York City tourist market. Tapping into this market would be handsome. According to NYC&Co in 2011 NYC had nearly 51 million visitors, 40.3 domestic, 10.6 million international. Tourists spend \$34.5 billion in 2011.

Bikes, Boats, Bikes — One way we intend to shatter the barrier is by partnering with ferry operators creating a highly promoted and seamless bike, boat, bike tourist service. We are in discussions with **East River Ferry, NYWaterway, Water Taxi** and **Hornblower**.

Street Concierge — BNR is New York City's de facto **street concierge** providing tourists with all sorts of advice. The second way we intend to shatter the Hudson River Barrier is to test launch a formalized concierge service in Hoboken. The street concierge will provide visitors with a one-stop-shop on what to do in Hoboken and the neighboring area.

Hotels — The third way we will shatter the Hudson River Barrier is with basic outreach to the **Hyatt, W, Westin, Sheraton** and many budget hotels in New Jersey offering them bike rental/share as a guest amenity (as a way to keep New Jersey-based tourists on the New Jersey side of the Hudson). Across the river we will promote biking and tourism opportunities in Hoboken through our existing and extensive hotel network.

Goal 2: Provide Special Services (Valet)

The list of Hoboken's cultural events is almost endless: the Frank Sinatra Idol Contest, Hoboken Comedy Festival, Hoboken House Tour, Hoboken International Film Festival, Hoboken Studio Tour, Hoboken Arts and Music Festival, Hoboken (Secret) Garden Tour and Movies Under the Stars. Festivals include Saint Patrick's Day Parade, Feast of Saint Anthony's, Saint Ann's Feast and the Hoboken Italian Festival. Part of this proposal is to offer bike valet services for these events at a nominal cost.



Goal 3: Foster Resilient Transportation

Hoboken knows first-hand the ferocity of storms. Going forward Hoboken's transportation needs to be resilient. From Sandy and CitiBike we know that conventional smart-dock bikeshare technology like that being considered for New York City may not work in floods and could impede emergency vehicles. Fortunately BNR's full-service approach and SoBi's automated smart-lock bikeshare is not only cost effective, it is also very easy to move (and thus is resilient).

BNR knows what to do. While CitiBike failed to move its assets and incurred millions in damages, BNR not only moved most of its equipment out of harms-way, two days later we were on Staten Island and in the Rockaways donating bikes and other goods to storm victims. This suggests:

- > **Flexibility of the BNR system**
- > **Competence; ability to deal with uncertainty**
- > **Dedication to the community**

In addition to resilience is flexible connectivity. Our proposal is designed from the start for easy integration with not only water ferries, but also PATH, NJ Transit, Hudson Bergen Light Rail ("HBLR") and Corner Car services.

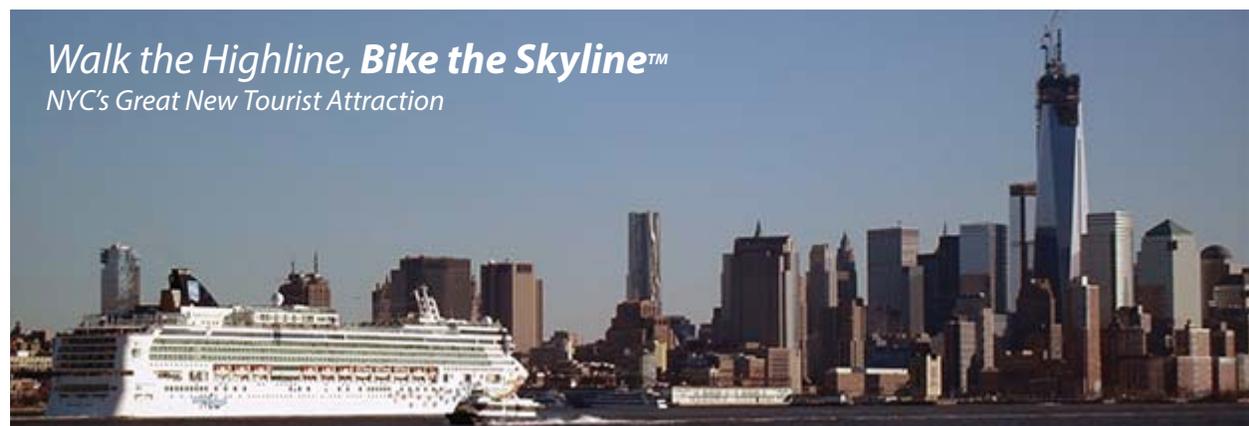
Goal 4: Establish Bike-the-Skyline

This Hoboken proposal is step-one of the roll-out of a larger framework plan called **Bike-the-Skyline** that is designed to encourage bike-boat-bike integration for commuters and tourists from Liberty State Park to the George Washington Bridge.

In addition to increasing tourism, Bike-the-Skyline could create a virtuous cycle where more people use the ferries off-peak. This in turn would enable ferry operators to lower their fares which would make riding the ferry more economically attractive both peak and off peak. Lower ferry fares would obviously be good for Hoboken.

Bike-the-Skyline has three phases:

- > **Phase 1: Hoboken**
- > **Phase 2: Hoboken to Liberty State Park**
- > **Phase 3: Hoboken north past Weehawken.**



A.3 MARKET SEGMENTS

Market Segments

Tourist

Commuters

Student

Event Participants

Tourists

This is our primary target market. As mentioned a **Hudson River Tourist Barrier** keeps most of NYC's 50 million tourists from spending much time - and money - in Hoboken. Also as mentioned, our plan to shatter that barrier includes a combination of a **bike-boat-bike** strategy, the launch of a **street concierge** test, and basic selling to hotels on both sides of the Hudson River.

New Jersey waterfront hotels we will immediately contact include the **W** and even the idiosyncratic **Yankee Ferry** (with special packages) in Hoboken, the **Hyatt** and the **Westin** further south, and the **Sheraton** at Lincoln Harbor further north. Once operational we will promote the Hoboken program to our existing New York City partners including the major chains like **Starwood** (W, Sheraton, Westin) and **Marriott**.

Commuters

Over 50,000 people live in Hoboken, a dramatic 30% increase over the 38,000 people that lived there in the year 2000 (US Census). Hoboken is second in size to Jersey City with 250,000 people. Creating transportation options for commuters is critical for handling future growth. At present many commuters in both Hoboken and Jersey City live more than an easy walk away from either a ferry and/or PATH station. By deploying SoBi's automated smart-lock bikeshare we intend to address last mile problem for at least some commuters.

Students

This is a particularly interesting market segment because they are often early adopters and are at the core of the new **share economy**. With 5,000+ students, the Stevens Institute is an ideal sub-market. New York University, New York Institute of Technology both have bikeshare programs.

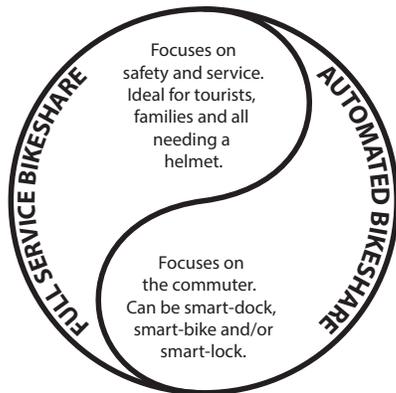
Being part of a BNR program may be cost effective for the Stevens Institute to have bikesharing; its inclusion would also ensure a higher critical mass which in turns enhances the long-term viability of Hoboken Bicycle Services.



Event Participants

BNR manages bike programs for a variety of events in New York City. BNR has held clinics to teach children safe biking practices. It has coordinated bike re-balancing for large programs. BNR can provide Hoboken with everything from clinics (some at no cost) to a one-stop-shop bike valet service for any event. Examples of events: we are the official bike rental partner for the **TD Five Boro Bike Tour**. We also support the **NYC Century Bike Tour** as well as the **Tour de Brooklyn**, the **Tour de Queens** and the **Tour de Bronx**.

In keeping with the bike-ecosystem concept, we will also perform a high level assessment of the viability of a **Tour de Jersey**, beginning and ending in Hoboken. Such an event could draw thousands of biker and their money to the City.



A.4 THREE BIKESHARE APPROACHES

Different market segments require different bike services. We will offer an approach for each market segment ranging from the tourist oriented full service to the fully automated for the commuter.

Market Segments	Full Service	Conventional Lock	Smart Lock
Tourist	X	X	
Commuter		X	X
Student		X	X
Event Participants	X		

Full-Service (Hoboken Terminal)

Tourist-oriented, full-service is the core of our plan. Similar to our locations in New York City, a staffed location near the Hoboken Terminal will offer customers helmets, specialized bikes (e.g. tandem, trikes, and children’s bikes) and much more. It will also be a test of the street-concierge program, tourist advice and support. Want to know where to have lunch? What to visit, or even a great hotel, BNR’s Terminal location will provide tourists and anyone else with information about Hoboken.



Conventional-Lock (14th Street Ferry)

Complementing BNR's full-service, tourist-oriented location at the Terminal is an un-staffed, tourist-oriented location at 14th Street Ferry. This location will employ conventional combination locks. The customer will receive a combination in advance when she reserves the bike in New York City (or by computer or phone). If she is in New York City she will then take the NYWaterway ferry from 34th street (Manhattan) to the 14th Street location (Hoboken). After having a great stay in Hoboken, she can return the bike to the staffed location near the Terminal or back to 14th Street Ferry stop.

This same conventional-lock approach may be suggested for the Stevens Institute.

And while theft is a concern for bikes using the conventional-lock, the low cost of the bike (relative to automated bikeshare bikes) mitigates this risk. Furthermore, BNR may test RFID technology on a select number of bikes so that bikes can be identified even if repainted or altered.

Automated Smart-Lock

Whereas BNR's full-service and conventional-lock locations target the tourist market, automated bikeshare is for the commuter.

BNR and E3Think vetted a variety of automated bikeshare technologies and companies. For cost, flexibility and flood resiliency, we focused in on automated smart-lock (versus smart-dock). Furthermore, we have received bids and/or financial proposals from those on the chart.

Company	Home City
NextBike	Leipzig
viaCycle	Atlanta
SoBi	New York
weBike / DIY RFID	Washington DC

SoBi — As the City has been in discussions with SoBi, as SoBi is offering 25 bikes for the season at a deep discount, and as time is critical, we propose SoBi to be the preferred automated smart-lock vendor with locations at:

- > **9th Street / HBLR Station**
- > **Stevens Institute (ideally on 9th Street)**
- > **Hoboken Terminal**



Specific responsibilities between BNR and SoBi will be finalized the contract is awarded. The automated bikeshare program is proposed for Hoboken residents, Stevens Institute students and a limited number of guests staying at hotels which participate in the subscription program. As with all aspects of this entire proposal, our starting assumptions may evolve based on market feedback. Additional information about SoBi is available in the attached document.

As part of the automated bikeshare portion of this proposal, we propose that E3Think work closely with the City to determine the long term potential and direction of automated smart-lock technology. We believe that the cost of bikeshare will continue to drop dramatically and that Hoboken could be a leader in the next generation of bikeshare. E3Think's Tom Glendening led a **Harvard University** alumni study for **Transportation Alternatives** on bikeshare. We would share this study with Harvard University and the **White House**, both of which are interested in this topic.



A.5 SERVICES AND PRICING

Tourists

As previously stated, tourism is the heart of the proposal with BNR expanding its current tourist services in New York City to Hoboken (at the Terminal and 14th Street Pier).

Hourly/Daily Rates — We will start with the same pricing at our Brooklyn Bridge Park location, however, will modify pricing based on market response. Initial pricing:

- > **Hourly: \$10/hour**
- > **Daily: \$34/hour**
- > **Special Products: Same as in New York City**

Guided Bike Tours — As in New York City we will offer special tours of Hoboken and the New Jersey waterfront. Examples of current tours in New York City include Central Park and River, New York City at Night, 9/11 Memorial and Brooklyn Neighborhoods. Possible tours for Hoboken:

- > **Bike-the-Skyline (\$55/adult, \$35/child)**
- > **Liberty Science Center (\$55/adult, \$35/child)**
- > **Skyline at Night (\$55/adult, \$35/child)**

Current BNR Rates	1 Hour	Half Day	Full-Day
Battery Park	\$14	\$39	\$44
Central Park at Columbus Circle			
Central Park at Tavern on the Green			
Pier 84, Hudson River Park			
Riverside Park			
Brooklyn Bridge Park	\$10		\$34
East River Park			
HOBOKEN			
West Harlem Piers Park-\$10.00--\$34.00			
Governors Island		\$20	\$25

Commuters

SoBi's automated smart-lock bikeshare product will initially be limited to 150 Hoboken residents, Stevens Institute students and a limited number of hotel guests, though in keeping with this being a pilot that number may need to be modified. Pricing of SoBi's automated bikeshare service:

- > **\$25/month membership; \$75/season**
- > **First hour: Included in the program**
- > **Each additional hour: \$10 (pro-rated)**

Students

Students are early adopters of new technologies and at the center of the sharing economy. As mentioned, once awarded the contract E3Think will reach out to determine their specific needs and develop a plan from there. From the start Stevens Institute students are eligible for membership in the automated bikeshare program.

Event Participants

Specific offering varies based on event. In some cases a sponsor will cover the cost for bike valet services, in other instances it may be a per bike charge for users. Example costs:

- > **Fixed Charge: \$500/event**
- > **Staff: Cost + 25%**

A.6 FUNDING SOURCES

BNR believes Hoboken offers significant potential, but at the same time this pilot is financially risky. The short time-frame before launch may limit revenues from this pilot to just membership and usage fees. However, once awarded the contract we will immediately reach out to prospective sponsors and advertisers in order to reduce financial risk. All funding work will be done by E3Think (as consultant to BNR).

Program Sponsorships/Advertising

While at a much smaller scale, this would be conceptually similar to London's Barclays Cycle Hire receives £23 million (\$40 million) over five years or CitiBike which is expected to receive \$41 million over five years. While the short time-frame is a limitation, this exercise could be priming the pump for sponsorships for a long-term program. Example companies we would approach:

- > **Red Bull New York**
- > **MLB Network**
- > **NBA Entertainment**
- > **Goya Foods**
- > **Hartz Mountain**
- > **Verisk Analytics**
- > **John Wiley & Sons**
- > **Swatch Group USA**

Hoboken Summary	Service	Fee
Tourist	Hourly	\$10
	Daily	\$34
	Tours	Vary
Commuter	Subscriber	\$25/month; \$75/season
	First hour	Included in membership
	Each subsequent hour	\$10 (pro-rated)
Student	TBD with Stevens Institute (a)	TBD with Stevens Institute
Event Participant	Bike Valet (sample)	Flat staff costs + 25% \$500 set-up

(a) Upon being awarded the project, we will reach out to Stevens Institute find ways in which BNR Hoboken can address their biking needs.

Category Sponsorships

Similar to the strategy used by the U.S. Olympic Team, BNR will target sponsorships for specific categories including beverages, restaurants, hotels, credit card, insurance, apparel, airline and fitness clubs.

Component Sponsorships

Similar to a program called WeCycle in Aspen, CO where the program is selling single bike sponsorships for \$1,500 for five years, BNR will explore this as an option for Hoboken. Again, this may be priming the pump for the long term.

Advertising

Different from naming sponsors is advertising where in most cases the advertiser would promote a local establishment such as a local gym, restaurant, sports store or similar establishment. Advertising could be on the bike basket, the bike seat and the bike fender.

Station customer kiosk

We assume 4 locations: the Terminal, Stevens Institute, 14th Street Pier and 9th Street/HBLR location all of which could have an information kiosk with sponsorship and advertising possibilities.

A.7 MARKETING HOBOKEN

Outreach

BNR Hoboken's outreach to prospective sponsors will be done in a way that highlights Hoboken as a special tourist destination, and specifically a special bike tourism destination. We have already had specific discussions with Paul Goodman, CEO of East River Ferry (the Terminal location) as well as general conversations with Arthur Imperatore (the 14th Street location). We will also immediately reach out to hotels on both sides of the Hudson to promote this new service, many of which are already in our network.

Preliminary Specials

To create a local user base from the outset we will offer special prizes for early users.

Invention Summit

Stevens Institute is known as the Innovation University. Following the success of the INVENTropolis - Transportation series (E3Think and the Manhattan Chamber of Commerce) we will look to partner with the Stevens Institute to have a similar event promoting Hoboken sustainable transportation activities and potential.



A.8 SUMMARY / DELIVERABLES

Hoboken and the New Jersey waterfront has significant untapped tourist potential. We would like to help you tap it.

We are the nation's largest bike tourism company, and along with E3Think and SoBi are at the forefront of the future of the biking industry. Not only do we believe there is a tourist opportunity, we also believe Hoboken can take a leadership role with the future of urban biking. In conclusion, we propose to expand our existing bike rental network to Hoboken, test leading automated bikeshare for Hoboken commuters, promote Hoboken as a tourist destination, and help the city develop a bikeshare plan that not only provides transportation, but also could be a modest economic driver.

If you have questions or need more information, please contact Tom Glendening at tom@e3think.com or 646 221 9742.



BNR Hoboken



BNR Hoboken

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A. PROPOSAL

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14th STREET
Conventional Lock Service
(10 Bikes)



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STEVENS INSTITUTE
E3Think proposes to develop custom strategy

MAIN TERMINAL
Full-Service Bikes/Rental
(40 Bikes)
Tourist Services



A.2 FOUR GOALS

Goal 1: Shatter the Hudson River Barrier

This is also known as driving tourism.

As the nation's largest tourist-oriented bikeshare company, BNR believes that the New Jersey side of the Hudson, and particularly Hoboken have significant untapped tourist potential. In addition to intriguing destinations, the New Jersey side of the Hudson has the one thing that a tourist cannot buy or experience in Manhattan at any price – an extraordinary view of Manhattan.

However, there is a problem. We call it the **Hudson River Barrier** - an artificial barrier separating Hoboken and the rest of the New Jersey waterfront from the lucrative New York City tourist market. Tapping into this market would be handsome. According to NYC&Co in 2011 NYC had nearly 51 million visitors, 40.3 domestic, 10.6 million international. Tourists spend \$34.5 billion in 2011.

Bikes, Boats, Bikes — One way we intend to shatter the barrier is by partnering with ferry operators creating a highly promoted and seamless bike, boat, bike tourist service. We are in discussions with **East River Ferry, NYWaterway, Water Taxi** and **Hornblower**.

Street Concierge — BNR is New York City's de facto **street concierge** providing tourists with all sorts of advice. The second way we intend to shatter the Hudson River Barrier is to test launch a formalized concierge service in Hoboken. The street concierge will provide visitors with a one-stop-shop on what to do in Hoboken and the neighboring area.

Hotels — The third way we will shatter the Hudson River Barrier is with basic outreach to the **Hyatt, W, Westin, Sheraton** and many budget hotels in New Jersey offering them bike rental/share as a guest amenity (as a way to keep New Jersey-based tourists on the New Jersey side of the Hudson). Across the river we will promote biking and tourism opportunities in Hoboken through our existing and extensive hotel network.

Goal 2: Provide Special Services (Valet)

The list of Hoboken's cultural events is almost endless: the Frank Sinatra Idol Contest, Hoboken Comedy Festival, Hoboken House Tour, Hoboken International Film Festival, Hoboken Studio Tour, Hoboken Arts and Music Festival, Hoboken (Secret) Garden Tour and Movies Under the Stars. Festivals include Saint Patrick's Day Parade, Feast of Saint Anthony's, Saint Ann's Feast and the Hoboken Italian Festival. Part of this proposal is to offer bike valet services for these events at a nominal cost.



Goal 3: Foster Resilient Transportation

Hoboken knows first-hand the ferocity of storms. Going forward Hoboken's transportation needs to be resilient. From Sandy and CitiBike we know that conventional smart-dock bikeshare technology like that being considered for New York City may not work in floods and could impede emergency vehicles. Fortunately BNR's full-service approach and SoBi's automated smart-lock bikeshare is not only cost effective, it is also very easy to move (and thus is resilient).

BNR knows what to do. While CitiBike failed to move its assets and incurred millions in damages, BNR not only moved most of its equipment out of harms-way, two days later we were on Staten Island and in the Rockaways donating bikes and other goods to storm victims. This suggests:

- > **Flexibility of the BNR system**
- > **Competence; ability to deal with uncertainty**
- > **Dedication to the community**

In addition to resilience is flexible connectivity. Our proposal is designed from the start for easy integration with not only water ferries, but also PATH, NJ Transit, Hudson Bergen Light Rail ("HBLR") and Corner Car services.

Goal 4: Establish Bike-the-Skyline

This Hoboken proposal is step-one of the roll-out of a larger framework plan called **Bike-the-Skyline** that is designed to encourage bike-boat-bike integration for commuters and tourists from Liberty State Park to the George Washington Bridge.

In addition to increasing tourism, Bike-the-Skyline could create a virtuous cycle where more people use the ferries off-peak. This in turn would enable ferry operators to lower their fares which would make riding the ferry more economically attractive both peak and off peak. Lower ferry fares would obviously be good for Hoboken.

Bike-the-Skyline has three phases:

- > **Phase 1: Hoboken**
- > **Phase 2: Hoboken to Liberty State Park**
- > **Phase 3: Hoboken north past Weehawken.**



A.3 MARKET SEGMENTS

Market Segments

Tourist

Commuters

Student

Event Participants

Tourists

This is our primary target market. As mentioned a **Hudson River Tourist Barrier** keeps most of NYC's 50 million tourists from spending much time - and money - in Hoboken. Also as mentioned, our plan to shatter that barrier includes a combination of a **bike-boat-bike** strategy, the launch of a **street concierge** test, and basic selling to hotels on both sides of the Hudson River.

New Jersey waterfront hotels we will immediately contact include the **W** and even the idiosyncratic **Yankee Ferry** (with special packages) in Hoboken, the **Hyatt** and the **Westin** further south, and the **Sheraton** at Lincoln Harbor further north. Once operational we will promote the Hoboken program to our existing New York City partners including the major chains like **Starwood** (W, Sheraton, Westin) and **Marriott**.

Commuters

Over 50,000 people live in Hoboken, a dramatic 30% increase over the 38,000 people that lived there in the year 2000 (US Census). Hoboken is second in size to Jersey City with 250,000 people. Creating transportation options for commuters is critical for handling future growth. At present many commuters in both Hoboken and Jersey City live more than an easy walk away from either a ferry and/or PATH station. By deploying SoBi's automated smart-lock bikeshare we intend to address last mile problem for at least some commuters.

Students

This is a particularly interesting market segment because they are often early adopters and are at the core of the new **share economy**. With 5,000+ students, the Stevens Institute is an ideal sub-market. New York University, New York Institute of Technology both have bikeshare programs.

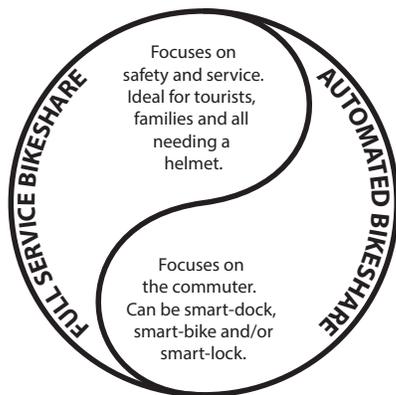
Being part of a BNR program may be cost effective for the Stevens Institute to have bikesharing; its inclusion would also ensure a higher critical mass which in turns enhances the long-term viability of Hoboken Bicycle Services.



Event Participants

BNR manages bike programs for a variety of events in New York City. BNR has held clinics to teach children safe biking practices. It has coordinated bike re-balancing for large programs. BNR can provide Hoboken with everything from clinics (some at no cost) to a one-stop-shop bike valet service for any event. Examples of events: we are the official bike rental partner for the **TD Five Boro Bike Tour**. We also support the **NYC Century Bike Tour** as well as the **Tour de Brooklyn**, the **Tour de Queens** and the **Tour de Bronx**.

In keeping with the bike-ecosystem concept, we will also perform a high level assessment of the viability of a **Tour de Jersey**, beginning and ending in Hoboken. Such an event could draw thousands of biker and their money to the City.



A.4 THREE BIKESHARE APPROACHES

Different market segments require different bike services. We will offer an approach for each market segment ranging from the tourist oriented full service to the fully automated for the commuter.

Market Segments	Full Service	Conventional Lock	Smart Lock
Tourist	X	X	
Commuter		X	X
Student		X	X
Event Participants	X		

Full-Service (Hoboken Terminal)

Tourist-oriented, full-service is the core of our plan. Similar to our locations in New York City, a staffed location near the Hoboken Terminal will offer customers helmets, specialized bikes (e.g. tandem, trikes, and children’s bikes) and much more. It will also be a test of the street-concierge program, tourist advice and support. Want to know where to have lunch? What to visit, or even a great hotel, BNR’s Terminal location will provide tourists and anyone else with information about Hoboken.



Conventional-Lock (14th Street Ferry)

Complementing BNR's full-service, tourist-oriented location at the Terminal is an un-staffed, tourist-oriented location at 14th Street Ferry. This location will employ conventional combination locks. The customer will receive a combination in advance when she reserves the bike in New York City (or by computer or phone). If she is in New York City she will then take the NYWaterway ferry from 34th street (Manhattan) to the 14th Street location (Hoboken). After having a great stay in Hoboken, she can return the bike to the staffed location near the Terminal or back to 14th Street Ferry stop.

This same conventional-lock approach may be suggested for the Stevens Institute.

And while theft is a concern for bikes using the conventional-lock, the low cost of the bike (relative to automated bikeshare bikes) mitigates this risk. Furthermore, BNR may test RFID technology on a select number of bikes so that bikes can be identified even if repainted or altered.

Automated Smart-Lock

Whereas BNR's full-service and conventional-lock locations target the tourist market, automated bikeshare is for the commuter.

BNR and E3Think vetted a variety of automated bikeshare technologies and companies. For cost, flexibility and flood resiliency, we focused in on automated smart-lock (versus smart-dock). Furthermore, we have received bids and/or financial proposals from those on the chart.

Company	Home City
NextBike	Leipzig
viaCycle	Atlanta
SoBi	New York
weBike / DIY RFID	Washington DC

SoBi — As the City has been in discussions with SoBi, as SoBi is offering 25 bikes for the season at a deep discount, and as time is critical, we propose SoBi to be the preferred automated smart-lock vendor with locations at:

- > **9th Street / HBLR Station**
- > **Stevens Institute (ideally on 9th Street)**
- > **Hoboken Terminal**



Specific responsibilities between BNR and SoBi will be finalized the contract is awarded. The automated bikeshare program is proposed for Hoboken residents, Stevens Institute students and a limited number of guests staying at hotels which participate in the subscription program. As with all aspects of this entire proposal, our starting assumptions may evolve based on market feedback. Additional information about SoBi is available in the attached document.

As part of the automated bikeshare portion of this proposal, we propose that E3Think work closely with the City to determine the long term potential and direction of automated smart-lock technology. We believe that the cost of bikeshare will continue to drop dramatically and that Hoboken could be a leader in the next generation of bikeshare. E3Think's Tom Glendening led a **Harvard University** alumni study for **Transportation Alternatives** on bikeshare. We would share this study with Harvard University and the **White House**, both of which are interested in this topic.



A.5 SERVICES AND PRICING

Tourists

As previously stated, tourism is the heart of the proposal with BNR expanding its current tourist services in New York City to Hoboken (at the Terminal and 14th Street Pier).

Hourly/Daily Rates — We will start with the same pricing at our Brooklyn Bridge Park location, however, will modify pricing based on market response. Initial pricing:

- > **Hourly: \$10/hour**
- > **Daily: \$34/hour**
- > **Special Products: Same as in New York City**

Guided Bike Tours — As in New York City we will offer special tours of Hoboken and the New Jersey waterfront. Examples of current tours in New York City include Central Park and River, New York City at Night, 9/11 Memorial and Brooklyn Neighborhoods. Possible tours for Hoboken:

- > **Bike-the-Skyline (\$55/adult, \$35/child)**
- > **Liberty Science Center (\$55/adult, \$35/child)**
- > **Skyline at Night (\$55/adult, \$35/child)**

Current BNR Rates	1 Hour	Half Day	Full-Day
Battery Park	\$14	\$39	\$44
Central Park at Columbus Circle			
Central Park at Tavern on the Green			
Pier 84, Hudson River Park			
Riverside Park			
Brooklyn Bridge Park	\$10		\$34
East River Park			
HOBOKEN			
West Harlem Piers Park-\$10.00--\$34.00			
Governors Island		\$20	\$25

Commuters

SoBi's automated smart-lock bikeshare product will initially be limited to 150 Hoboken residents, Stevens Institute students and a limited number of hotel guests, though in keeping with this being a pilot that number may need to be modified. Pricing of SoBi's automated bikeshare service:

- > **\$25/month membership; \$75/season**
- > **First hour: Included in the program**
- > **Each additional hour: \$10 (pro-rated)**

Students

Students are early adopters of new technologies and at the center of the sharing economy. As mentioned, once awarded the contract E3Think will reach out to determine their specific needs and develop a plan from there. From the start Stevens Institute students are eligible for membership in the automated bikeshare program.

Event Participants

Specific offering varies based on event. In some cases a sponsor will cover the cost for bike valet services, in other instances it may be a per bike charge for users. Example costs:

- > **Fixed Charge: \$500/event**
- > **Staff: Cost + 25%**

A.6 FUNDING SOURCES

BNR believes Hoboken offers significant potential, but at the same time this pilot is financially risky. The short time-frame before launch may limit revenues from this pilot to just membership and usage fees. However, once awarded the contract we will immediately reach out to prospective sponsors and advertisers in order to reduce financial risk. All funding work will be done by E3Think (as consultant to BNR).

Program Sponsorships/Advertising

While at a much smaller scale, this would be conceptually similar to London's Barclays Cycle Hire receives £23 million (\$40 million) over five years or CitiBike which is expected to receive \$41 million over five years. While the short time-frame is a limitation, this exercise could be priming the pump for sponsorships for a long-term program. Example companies we would approach:

- > **Red Bull New York**
- > **MLB Network**
- > **NBA Entertainment**
- > **Goya Foods**
- > **Hartz Mountain**
- > **Verisk Analytics**
- > **John Wiley & Sons**
- > **Swatch Group USA**

Hoboken Summary	Service	Fee
Tourist	Hourly	\$10
	Daily	\$34
	Tours	Vary
Commuter	Subscriber	\$25/month; \$75/season
	First hour	Included in membership
	Each subsequent hour	\$10 (pro-rated)
Student	TBD with Stevens Institute (a)	TBD with Stevens Institute
Event Participant	Bike Valet (sample)	Flat staff costs + 25% \$500 set-up

(a) Upon being awarded the project, we will reach out to Stevens Institute find ways in which BNR Hoboken can address their biking needs.

Category Sponsorships

Similar to the strategy used by the U.S. Olympic Team, BNR will target sponsorships for specific categories including beverages, restaurants, hotels, credit card, insurance, apparel, airline and fitness clubs.

Component Sponsorships

Similar to a program called WeCycle in Aspen, CO where the program is selling single bike sponsorships for \$1,500 for five years, BNR will explore this as an option for Hoboken. Again, this may be priming the pump for the long term.

Advertising

Different from naming sponsors is advertising where in most cases the advertiser would promote a local establishment such as a local gym, restaurant, sports store or similar establishment. Advertising could be on the bike basket, the bike seat and the bike fender.

Station customer kiosk

We assume 4 locations: the Terminal, Stevens Institute, 14th Street Pier and 9th Street/HBLR location all of which could have an information kiosk with sponsorship and advertising possibilities.

A.7 MARKETING HOBOKEN

Outreach

BNR Hoboken's outreach to prospective sponsors will be done in a way that highlights Hoboken as a special tourist destination, and specifically a special bike tourism destination. We have already had specific discussions with Paul Goodman, CEO of East River Ferry (the Terminal location) as well as general conversations with Arthur Imperatore (the 14th Street location). We will also immediately reach out to hotels on both sides of the Hudson to promote this new service, many of which are already in our network.

Preliminary Specials

To create a local user base from the outset we will offer special prizes for early users.

Invention Summit

Stevens Institute is known as the Innovation University. Following the success of the INVENTropolis - Transportation series (E3Think and the Manhattan Chamber of Commerce) we will look to partner with the Stevens Institute to have a similar event promoting Hoboken sustainable transportation activities and potential.



A.8 SUMMARY / DELIVERABLES

Hoboken and the New Jersey waterfront has significant untapped tourist potential. We would like to help you tap it.

We are the nation's largest bike tourism company, and along with E3Think and SoBi are at the forefront of the future of the biking industry. Not only do we believe there is a tourist opportunity, we also believe Hoboken can take a leadership role with the future of urban biking. In conclusion, we propose to expand our existing bike rental network to Hoboken, test leading automated bikeshare for Hoboken commuters, promote Hoboken as a tourist destination, and help the city develop a bikeshare plan that not only provides transportation, but also could be a modest economic driver.

If you have questions or need more information, please contact Tom Glendening at tom@e3think.com or 646 221 9742.



B. REQUIRED INFORMATION

These are included in the following order

B.1 STOCKHOLDER DISCLOSURE CERTIFICATE

Appendix A

B.2 NON-COLLUSION AFFIDAVIT

Appendix B

B.3 BUSINESS REGISTRATION CERTIFICATE

Appendix C

B.4 AFFIRMATIVE ACTION LANGUAGE

Appendix D

B.5 AMERICANS WITH DISABILITIES ACT

Appendix E

B.6 INSURANCE

Appendix F

B.7 NUCLEAR-FREE HOBOKEN ORDINANCE

Appendix G

B.8 PAY TO PLAY DISCLOSURE FORMS

Appendix H



NON-COLLUSION AFFIDAVIT

State of NEW JERSEY

County of HUDSON

I, CARLOS WOGAS residing in NEW YORK CITY

(name of affiant)

(name of municipality)

in the County of NEW YORK and State of NEW YORK of full

age, being duly sworn according to law on my oath depose and say that:

I am PRESIDENT of the firm of BIERE AND ROLL NYC

(title or position)

(name of firm)

the Vendor making this Proposal for the proposal

entitled BNR HOBOKEN, and that I executed the said proposal

(title of proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above name project; and that all statements contained in the said proposal 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 Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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 employees or bona fide established commercial or selling agencies maintained by BIERE AND ROLL NYC

(name of Vendor)

Subscribed and sworn to before me this day March 6th 20 13

[Signature]
(Type or print name of affiant under signature)

Notary Public of _____

My Commission expires _____ 20 _____

PHILIP GORDON
Notary Public, State of New York
Qualified in Richmond County
No. 01GO6265159
My Commission Expires 09-04-2016



Congratulations! You have completed the registration process.
Please note your Filer ID and confirmation number for your records and future use.

FILER ID: XXXXX0974 Confirmation #: CN313631214 for Corp Number: 0400554500

If you have used both a Filer Id and FEIN in this session, the FEIN will be the official number for tax purposes.

Your information will be posted to our production system within twenty-four hours.
Thank you for using our Business Filing and Registration Service. Best wishes for your business endeavor.

You indicated you would be collecting NJ Sales Tax. Below is your Sales Tax Temporary Certificate of Authority. Please use your PRINT key to make a copy.

**New Jersey Division of Taxation
Sales Tax Temporary Certificate of Authority**

The person, partnership, or corporation named below is hereby temporarily authorized to collect sales taxes, pursuant to the New Jersey Sales and Use Tax Act.

This authorization is good ONLY for the named business at the location specified herein, and only for the period set forth herein.

Business ID: XXXXX0974

Business Name: BIKE_THE_GREENWAY_LIMITED_LIABILITY_COMPANY

Trade Name: Bike_and_Roll_NYC

Business Location: Street: 140_WEST_30TH_STREET,_SUITE_5E

City: NEW_YORK

State: NY **Zip:** 10001 - 0000

Valid through date: 03/18/2013

[Go to myNJ Business Portal](#)

[Div. of Revenue](#)

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

BIKE THE GREENWAY LIMITED LIABILITY COMPANY

0400554500

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey state law on 03/04/2013 and was assigned identification number 0400554500. Following are the articles that constitute its original certificate.

1. Name:

BIKE THE GREENWAY LIMITED LIABILITY COMPANY

2. Registered Agent:

INCorp SERVICES, INC

3. Registered Office:

208 WEST STATE STREET
TRENTON, NJ 08608 1002

4. Business Purpose:

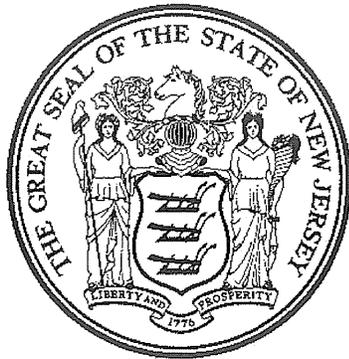
BICYCLE RENTAL COMPANY

5. Main Business Address:

140 WEST 30TH STREET
SUITE 5E
NEW YORK, NY 10001

Signatures:

CHRISTOPHER WOGAS
AUTHORIZED REPRESENTATIVE



Certification# 127600794

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
4th day of March, 2013*

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff
State Treasurer

YEAR COMPANY WAS ESTABLISHED 2006

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Beverly Anderson NYC

SIGNATURE: 

**AMERICANS WITH DISABILITIES ACT OF 1990
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: BIERE AND ROLL NYC

SIGNATURE: 

PRINT NAME: CURTIS WOGANS

TITLE: PRESIDENT

DATE: 3/6/13

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.

CERTIFICATION: I hereby certify that [Signature] does not engage in the production of nuclear weapons or components. (Name of Vendor)

3/6/13

Date

[Signature]

Signature

Title

**CITY OF HOBOKEN
PAY TO PLAY COMPLIANCE CERTIFICATION**

CERTIFICATION: I hereby certify that BENEDETTO RUCENNY has not engaged in or been in any
(Name of Vendor)

way involved in contributions or solicitations which violate the City of Hoboken's Pay to Play Ordinance (Code Chapter 20A, 20B, 20C, or 20D).

3/6/13
Date


Signature
PRESIDENT
Title

Subscribed and sworn before me this _____ day of <u>March 6th</u> , 20 <u>13</u> .	<u></u> (Affiant)
(Notary Public) PHILIP GORDON Notary Public, State of New York Qualified in Richmond County My Commission expires: No. 01GO6265159 My Commission Expires 09-04-2016	<u>Philip Gordon, Notary Public</u> (Print name & title of affiant)

C. PROFESSIONAL INFORMATION

C.1. NAME OF FIRM

Bike and Roll Headquarters

Bike and Roll New York City
140 West 30th Street, Suite 5E
New York, NY 10001
(212) 260-0400
nyc@bikeandroll.com

NYC Share/Rental Locations

Pier 84, Hudson River Park

557 12th Ave
New York City, NY 10036

Central Park at Columbus Circle

Columbus Circle
New York City, NY 10023

Central Park at Tavern on the Green

West 67th Street
New York City, NY 10023

Battery Park

Pier A
New York City, NY 10004

Bike Governors Island

Governors Island Kiosk
10 South Street
New York City, NY 10004

Riverside Park

Riverside Drive
New York City, NY 10069

Brooklyn Bridge Park

Old Fulton Street
New York City, Brooklyn 11201

East River Park

On the Greenway
New York City, New York 10010

West Harlem Piers Park

On the Greenway
New York City, New York 10031



C.2. OTHER BNR OFFICES

Chicago (5 locations)

Main: (312) 729-1000

Toll Free: (888) BIKE-WAY

Fax: (312) 540-1800

Main Email: info@bikechicago.com

Washington DC (3 locations)

The Old Post Office Pavilion

1100 Pennsylvania Ave NW

Washington, DC 20004

Phone: (202) 842-BIKE (2453)

Fax: (202) 842-2441

San Francisco (5 locations) - This was recently sold by Darryll White, but maintains the brand name.

Miami (2 locations)

Bayside Marketplace

305-604-0001 Local

info@bikemiami.com

C.3 NAME/ ADDRESS OF KEY INDIVIDUALS

Darryl White (shareholder)

403 Azalea Lanes

Sidney, ME 04330

Stephen Marks (shareholder)

5822 Long Oak Drive

Bethesda, MD 20814

Josh Squire (shareholder)

3240 N. Seffield

Chicago, IL 60657

Chris Wogas (President)

(Project Owner)

169 West 83rd Street

Apartment 1

New York, NY 10024

Tom Glendening

(Advisor and City of Hoboken Representative)

E3Think, LLC

385 South End Avenue

New York City, NY 10280

646-221-9742



C.4 INDIVIDUALS ASSIGNED TO DO WORK

Operations and Management

Chris Wogas

President

Phone: 212.260.0400

Email: cwogas@bikenewyorkcity.com

Chris serves as President of Bike and Roll and has a diverse background in operations and facility management. Bike and Roll is New York City's largest bicycle centered tourism and rental company and operates throughout Manhattan, Brooklyn and on Governors Island. Chris has positioned Bike and Roll to be a leader in the community and has created a mandate that any team member working for Bike and Roll leave with a more developed skill set than when the employee arrived. In keeping with the leadership mandate, Bike and Roll has taken proactive positions in terms of customer, employee, and public education centered on bicycle advocacy and sustainability, green transportation, and being a good corporate citizen. Along with the above, Chris created an employee-training program for Bike and Roll that covers not just rules and regulations, but one that takes an employee focused holistic approach. This whole employee approach allows Bike and Roll team members to hit the ground running as leaders in the community.

Chris believes that success lies in more than profit and loss; success lies in embracing the fact that the bicycle is a central component in any green transportation system. Success lies in understanding that as leaders we have a greater responsibility than just running a business and providing a service. Success lies in understanding that a group of like-minded individuals, working as a team, can and will change the world.

BS (Finance), Adelphi University

BS (Business Management), Adelphi University

MBA, Adelphi University

Phil Gordon

Vice President, Operations

Phone: 212.260.0400

Email: pgordon@bikenewyorkcity.com

Eric Monte

Manager of Field Operations

Phone: 212.260.0400

Email: emonte@bikenewyorkcity.com

Kate Freitag

Manager of Fleet Operations

Phone: 212.260.0400

Email: kfreitag@bikenewyorkcity.com



Economic Development/Business

Tom Glendening (E3Think)

Tom will be responsible for all interactions with Hotels, possible corporate sponsors and importantly the Stevens Institute.

Tom established E3Think in 1995 upon returning to New York City after five years in London. E3Think creates value from complicated building, transportation and energy challenges. Examples range from transforming a disused retail center in London, UK into a successful niche trade mart, to the reclamation of Jewish property in the former East Germany post fall of the Berlin Wall. With a combination of business/architectural expertise E3Think has vetted and created development concepts in New York, Edinburgh, London and other markets — sometimes for the sole purpose of disposing of the property.

E3Think generates private sector solutions to intractable public challenges. An urban power-plant is one example; a rapid-rebuild strategy for areas damaged by storms is another. To finance major waterfront improvements, E3Think is floating a plan for a micro world's fair along the East River (endorsed by NYSERDA, CEMUSA, Verdant Power and others).

At the portfolio level E3Think has created facilities strategies for General Motors and Delphi Automotive that enabled lower capital expenditure, lower operating expenditure and released capital from under-utilized assets. Specific strategies have included supporting the global roll-out of alternatively powered vehicles, and strategies that align facilities portfolios with product portfolios.

In the spring of 2011 E3Think and the Chamber of Commerce launched the Inventropolis transportation series at Tesla Motors. This series identifies investment-grade, transportation innovation that could address urban challenges. Participants include Tesla Motors, Coda Automotive, BMW, Siemens, Schneider Electric, Con Ed, the Durst Organization (Water Taxi), Alta Bicycle Share, B-cycle (Trek), Transportation Alternatives, the Bronx River Alliance and many entrepreneurs.

E3Think and the Chamber are now expanding the series to include investment-grade urban technology/innovation in the building, energy, information, waste and water industries.

With the nation's largest bike fleet operator, Bike and Roll, E3Think is launching Bike-the-Skyline for the New Jersey side of the Hudson River in the summer of 2013. Bike-the-Skyline will combine



full-service bikeshare (for tourists and families) with low-cost automated bikeshare. The capital cost per bike of this system will be less than 25% that of New York City's proposed CitiBike program. Bike-the-Skyline is designed to utilize off-peak ferry capacity.

E3Think founder Tom Glendening has participated in think-tanks on cities and energy at Harvard and recently on transportation at the White House. He has also participated in an innovation trade mission to China.

MBA, Harvard

MArch, Yale

BS Arch, Virginia

C.5 EXAMPLES OF SUCCESS

New York City. With over 2,000 bikes, Bike and Roll NYC operates the nation's largest bike fleet. It is starting its seventh season in New York with over 2,000 bikes at nine locations. It has worked successfully with the New York City Department of Parks, the Hudson River Trust (State/City agency), the Brooklyn Bridge Park (State/City agency) and Governors Island. Hoboken will be the tenth location in the Bike and Roll network.

C.6 ABILITY TO PROVIDE SERVICES...

Bike and Roll will employ 150 staff for this season. As with all its location, BNR can quickly deploy staff for any unexpected events.

C.7 COST DETAILS

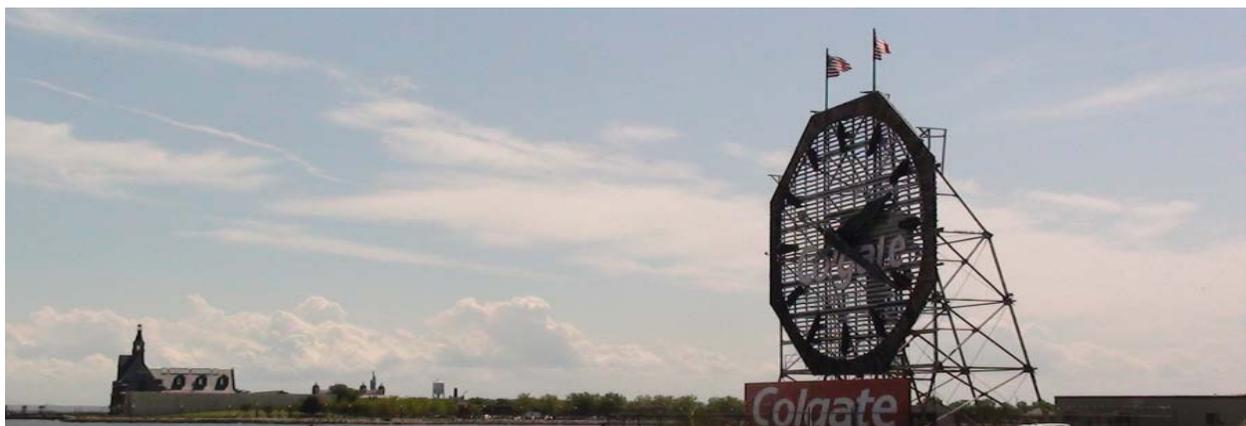
There is no cost to the City of Hoboken.

C.8 A COPY OF ANY REQUIRED LICENSES...

Not applicable.

I thought of that while riding my bicycle.

~ Albert Einstein (re: Theory of Relativity)





Bike and Roll and Social Bicycles
Response to City of Hoboken's

**Request for Proposals of Interest
from Individuals or Firms Interested in
Serving as Bicycle Related Services
(Rental / Sharing / Tourism Plan / Valet
Services) on a One Year Pilot Basis**

Social Bicycles Inc.

Ryan Rzepecki
148 E. Broadway, #7,
New York, NY 10002
347.224.2422
ryan@socialbicycles.com

Table of Contents

- Part I: Introduction and Background
- Part II: Cost and Implementation
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- Part V: Registration
- Part VI: Web Booking
- Part VII: Statistics, Payments, Social Networking
- Part VIII: Mobile Application



I. Introduction and Background

I. Introduction

In addition to staffed bike rental, Bike and Roll will work with Social Bicycles to introduce an automated bike share program for Hoboken residents.

Bike and Roll LLC will operate, maintain and promote a pilot bike share program with 25 bikes at 3 locations. Social Bicycles will supply the bicycles, locks, and software, and train Bike and Roll staff to maintain the system. Bike and Roll will provide bike maintenance, customer support, and redistribute the bicycles as needed.

The proposed bike share program will operate 24-hours/7-days a week to complement Hoboken's existing commuter-transit and transportation options. The program seeks to provide Hoboken residents with access to reliable bicycles for short trips. The system will enhance transportation options by allowing users to quickly rent from and return a bicycle to hub locations identified by the city. The system will encourage bicycle use as an environmentally-friendly and congestion reducing transportation option in Hoboken.

We expect to launch the program on May 1st, 2013, and be in operation until at least November 30th, 2013.

II. Background Information

Social Bicycles (SoBi) has developed an innovative and disruptive "smart bicycle" platform that costs less and is easier to maintain than existing "smart rack" systems while also offering greater scalability and flexibility.

Each Social Bicycle has an integrated GPS-enabled lock that works with regular bike racks. Riders can book bikes using their web browser, mobile phone, or by using the keypad interface on the bike. The bikes are easy and enjoyable to ride and easy for operators to maintain. In addition, Social Bicycles provides web and mobile software for both admins and users to view route maps and statistics.



I. Introduction and Background

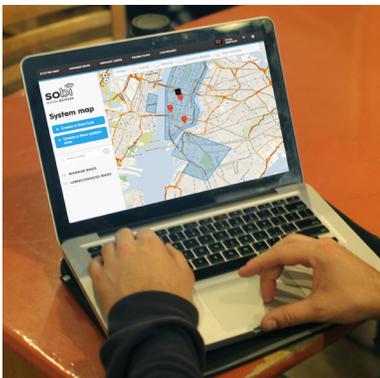
Registration

Users can register for access to the SoBi system using a web browser or SoBi's mobile application. A new user gains access to the system by providing their name, age, address, phone number, email address, and credit card information. They then select the Hoboken network, a payment plan type (monthly or seasonal subscription), sign a waiver, and select a 4-digit personalized PIN code they will use to unlock a bicycle.

With only 25 bikes in the fleet, it is important to limit the amount of users in order to ensure a high level of service. Initially, registration will be restricted to individuals with a Hoboken address or a Stevens Institute email account, and capped at 150 users. After an assessment period, Bike and Roll may expand membership and offer day passes to non-residents if they feel there is extra capacity.

Bike Access

Once registered, users can find and reserve bikes using their web browser or mobile phone. They can also book bikes directly from the keypad interface on the bike.



Web Browser



Mobile App



Keypad Access

II. Cost and Implementation

Cost to Users: Proposed Pricing Structure

Hoboken residents will be able to select either a monthly pass or seasonal pass. The monthly subscription will be \$25/month and the seasonal pass will be \$75 for the entire pilot period. Each plan comes with 1 hour of free time each day, with additional time billed at \$10/hour (prorated).

Payment Collection

Payments will be made via the Social Bicycles online platform which accepts all major credit cards. Bike and Roll staff will be trained in administering the payment system.

Size and Configuration of Installation

The Social Bicycles system requires minimal infrastructure and has a relatively small footprint compared to the station-based approach.

Hub locations are designated parking areas defined by a geo-fence on the system map in the software. Hub locations will be positioned in strategic high traffic locations near places of employment, educational institutions, tourist destinations, and transit stops. A hub location is a bicycle corral or a row of regular bicycle parking racks. All hub locations will be easily identifiable through signage and system maps.

Recommended Hub Locations

To best serve Hoboken's residents and business community, Bike and Roll has identified locations for the creation of hubs and recommends installing or designating standalone U-shaped racks for SoBi at:

- 9th Street / HLBR Station
- Stevens Institute (ideally on 9th Street)
- Hoboken Terminal

Social Bicycles team recommends a ratio of 1 rack to 1 bike. If spaced appropriately, 2 bikes can be conveniently locked to one rack. We recommend 3 hubs with 8 racks at each hub. We recommend the designated racks be outfitted with Social Bicycle branding in order to better direct users to the proper locations for locking bikes.



III. Qualifications and Experience

Organization

The Social Bicycles team has significant experience in bike share design and implementation. During the course of this project, we will coordinate:

- The design, production, delivery, and installation of bikes, locks and electronics
- Localization of our hosted software
- Transfer of knowledge to city officials and the system operator
- On-going support and consultation

Our entire team will meet weekly in order to coordinate tasks and allocate needed resources, ensuring project organization and timeliness.

The following individuals from Social Bicycles will be working directly on the Hoboken pilot:

- Ryan Rzepecki, CEO (Social Bicycles)

Ryan has a B.S. in Marketing from Penn State University and a Masters in Urban Planning from Hunter College. Prior to founding SoBi, Ryan worked for the NYC Department of Transportation in the bicycle program. Ryan assembled the team and is responsible for the product vision and business development. He has had prior experience implementing bike share systems in San Francisco (CA), Sun Valley (ID), and Buffalo (NY). Primary work assigned: Ryan will be responsible for contract negotiations, interfacing with the City of Hoboken, and coordinating the Social Bicycles team (permanent location: New York City).

- Nick Foley, SVP, Industrial Design (Social Bicycles)

Nick studied industrial design at Pratt Institute where he experimented with bicycles that were optimized for 'non-cyclist' commuters. Nick designed the Social Bicycles bike and led the integration of the lock into the bike frame. He manages suppliers in Taiwan and China to manufacture our bike and lock. Nick has had experience implementing bike share systems in San Francisco (CA), Sun Valley (ID), and Buffalo (NY). He has been with Social Bicycles since January 2011. Primary work assigned: Nick will be responsible for the delivery, installation, and testing of the bicycles and for on-going maintenance support (permanent location: New York City).

- Patrick T. Hoffman, Project Management (Social Bicycles)

Patrick is a LEED AP and has a Bachelor of Architecture from Drexel University in Philadelphia and a M.S. in Urban Planning from Columbia University in the City of New York. He is an experienced Project Manager and has managed complex design, construction, research and product development projects involving public and private partners. He has been with Social Bicycles since September 2012. Primary work assigned: Patrick will be involved with planning the system, implementation, and ongoing support for customers and BNR staff (permanent location: New York City).

III. Qualifications and Experience

Social Bicycles Prior Experience

Buffalo Car Share, Buffalo, NY (75 bikes)

Social Bicycles is working with Buffalo Car Share to implement a 75 bicycle system around the City of Buffalo. The Buffalo Bike Share program is being implemented in three phases and will eventually serve downtown Buffalo, the University of Buffalo, and the Niagara Medical Campus.

Reference:

Name: Michael Galligano

Organization: Buffalo Car Share

Title: Director of Operations

Email: galligano@gmail.com

Telephone: 631.428.9011

Address: 14 Allan St., Buffalo, NY 14202

San Francisco Airport, San Francisco, CA (40 bikes)

Social Bicycles has launched a system at San Francisco International Airport with 40 bicycles for airport employees to use around the airport terminals and to/from the local transit lines. The program is an amenity for employees and is free to use.

Reference:

Name: Elizabeth Mingle

Organization: San Francisco International Airport

Title: Senior Transportation Planner

Email: Elizabeth.Mingle@flysfso.com

Telephone: 650.821.6510

Address: San Francisco International Airport,

P.O. Box 8097, San Francisco, CA 94128

Mountain Rides, Sun Valley, ID (18 bikes)

Social Bicycles is working with Mountain Rides to implement a 18 bicycle system for Sun Valley, ID. The system is currently in beta testing and will be available for public use in April 2013.

Reference:

Name: Jason Miller

Organization: Mountain Rides

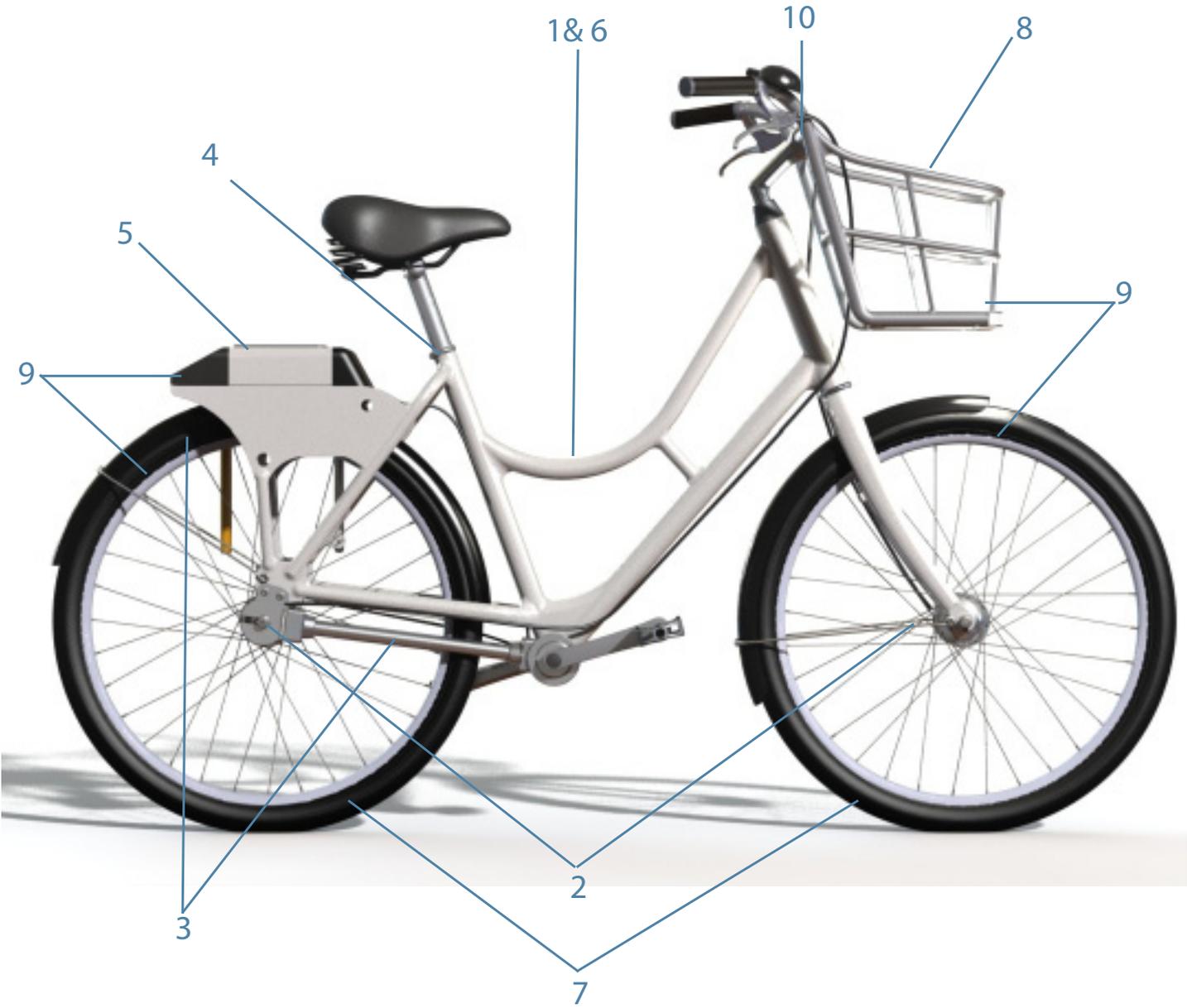
Title: Executive Director

Email: jason@mountainrides.org

Telephone: 208.788.7433

Address: 491 Sun Valley, Hailey, ID 83340

IV. Bike Features



IV. Bike Features

#	Feature	Details
1	Safe and Stable; Upright Riding Position, Easy to Operate	Social Bicycles are highly durable, rugged, and aesthetically attractive bicycles designed specifically to endure elevated levels of wear and tear in urban environments. The bicycles are weather resistant and safe to ride in all weather conditions. Social Bicycles have a classic Dutch-style design with an easy step-over frame that is easy to mount and to hold in the stopped position, especially for shorter riders. The bicycles are easy to operate and provide a smooth, stable, and upright riding position.
2	Reliable and Intuitive braking	The bicycle's drum brakes are highly reliable, intuitive to operate, and require little maintenance.
3	Protection from dirt, grease, and tire spray	The bicycle has a shaft drive, which is enclosed and keeps the rider clean from grease and dirt. A shaft drive is also low maintenance because it is protected from weather and other potential damage. The bicycle has full fenders, which protect the rider from dirt and tire spray.
4	One Size Fits All	Adjustable non-removable seat fits riders between heights of 5'1" and 6'6".
5	Theft Deterrence/ Equipped with Lock and Tracking Solution	All removable components on the bicycle have security fasteners and tamper-proof locks, nuts, and bolts that require unique tools to remove. The lock has a Rockwell hardness rating of 55C, equating to 285,000 psi tensile strength. As the lock is physically integrated into the frame of the bike, the shackle must be cut to disable the lock. Even if a thief has managed to destroy the lock, he or she must also disable the electronics package, which has sensors to detect tampering, and would notify the operator accordingly with GPS data. Finally, even if a thief has managed to defeat both security measures, he or she would have to dismantle the frame in order to physically remove the electronics package.
6	Corrosion Resistant	The bikes are built on a paint-coated rust and corrosion-resistant aluminum frame with stainless-steel components.
7	Puncture Resistant Tires	The bicycle tires are made of Kevlar and are puncture resistant.
8	Cargo Capacity	An integrated handlebar basket provides the rider with carrying capacity for bags or objects weighing up to 20 pounds. The handlebar also features a hand bell.
9	Lighting System/ Front, Rear, Side Reflectors	Integrated front and rear flashing lights come on when lighting is low (solar panel on the back of the bicycle provides real-time feedback of lighting and turns lights on when it becomes dark). Bicycle lights begin flashing when a reservation is made at night so the user can find the bicycle on the street. The bicycle is also equipped with front, rear, and side reflectors for high visibility when riding at night.
10	Gears and Shifters	Three speed internally-geared hubs are easy to maintain, weather resistant and useful against head-winds and on hills. The bicycle's hand shifters are intuitive and easy to operate.

V. Registration

1 Basics --- 2 Pick a plan --- 3 Payment info --- 4 Set a PIN code

STEP 1
BASICS
Tell us a little bit about yourself.

EMAIL ADDRESS:

PASSWORD:

CONFIRM PASSWORD:

FIRST NAME:

LAST NAME:

Next Step: Pick a Plan

1. Enter in basic information including name, password and email address.

1 Basics --- 2 Pick a plan --- 3 Payment info --- 4 Set a PIN code

STEP 2
PICK A PLAN
Choose the plan that works best for you. Don't see what you want? Let us know, or try a different network.

CHOOSE NETWORK AREA:

I agree to the [Terms & Conditions](#) for this network.

Finish

2. Pick a network and a payment plan: monthly, or yearly subscription.

1 Basics --- 2 Pick a plan --- 3 Payment info --- 4 Set a PIN code

STEP 3
PAYMENT INFO
We know, it's boring, but necessary. If we could give it to you for free, we would.

BILLING ADDRESS

FIRST NAME:

LAST NAME:

ADDRESS:

CITY:

STATE:

ZIP:

Finish

3. Enter in payment information including credit card and billing information.

1 Basics --- 2 Pick a plan --- 3 Payment info --- 4 Set a PIN code

STEP 4
SET A PIN CODE

PIN CODE

hello!
ENTER PIN +

UNLOCKED

LOCKED

MOVE BIKE no connection

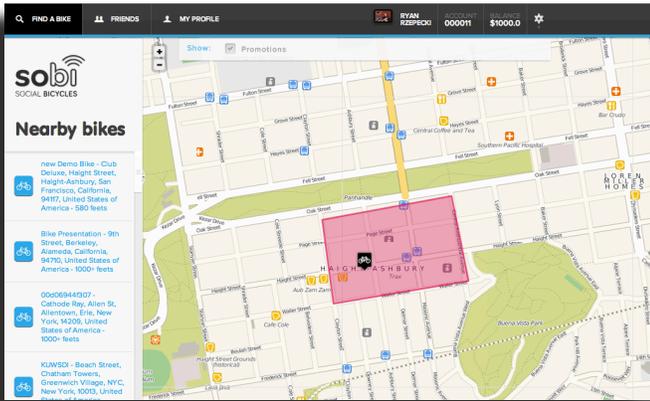
If you would like to customize your PIN code, please click "Edit" and enter a new PIN.

You will use this PIN code every time you unlock the bike. Once you have made a reservation, enter your PIN into the keypad on the bike, which locks like the interface on the left.

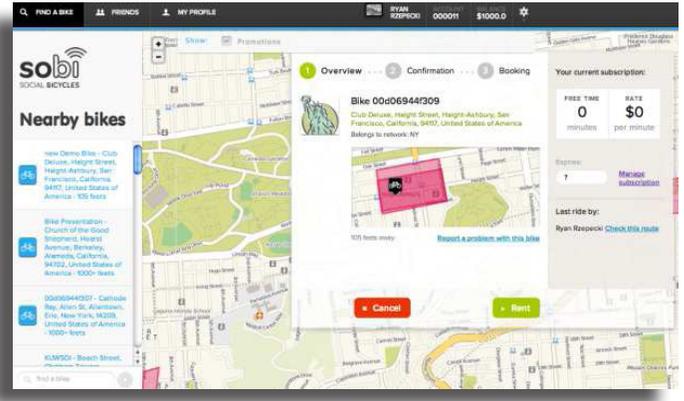
Finish

4. Set a 4-digit personal PIN code that will be used every time you unlock a bicycle.

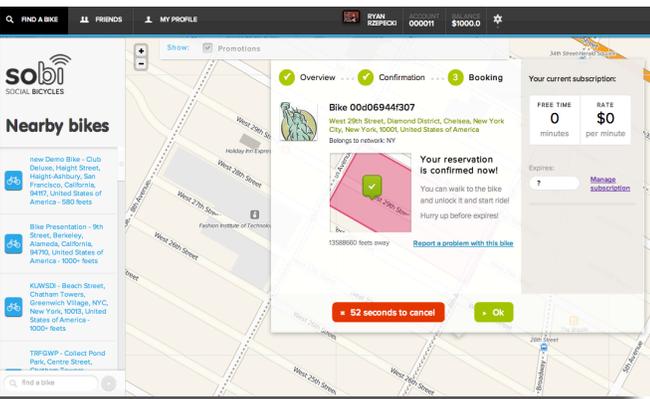
VI. Web Booking



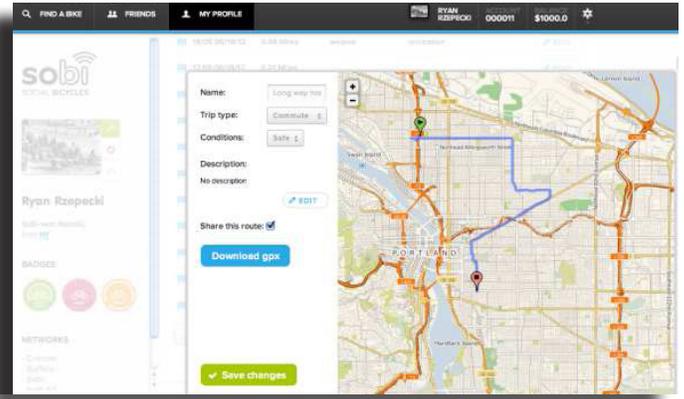
SEARCH: Find a bike on the real-time network map



LOCATE: Locate a specific bike on the real-time map

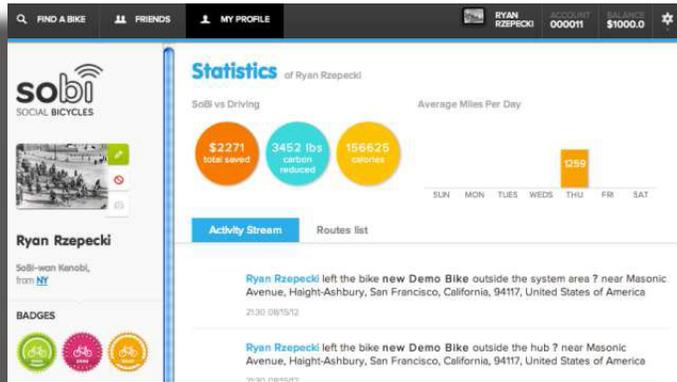


RENT: Check bike availability, get directions to bicycle, check pricing and rent

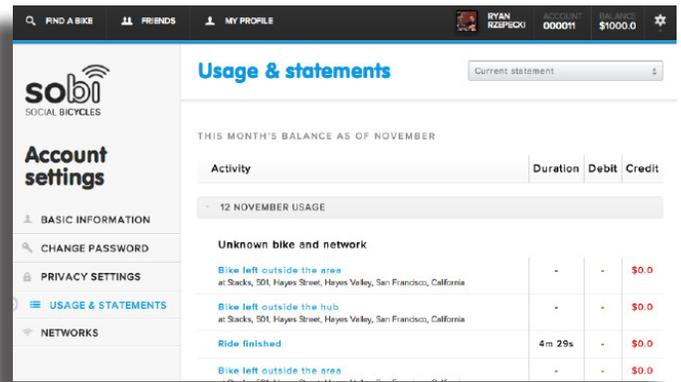


ROUTES: Users are able to view their routes and easily share ride statistics on Facebook and Twitter

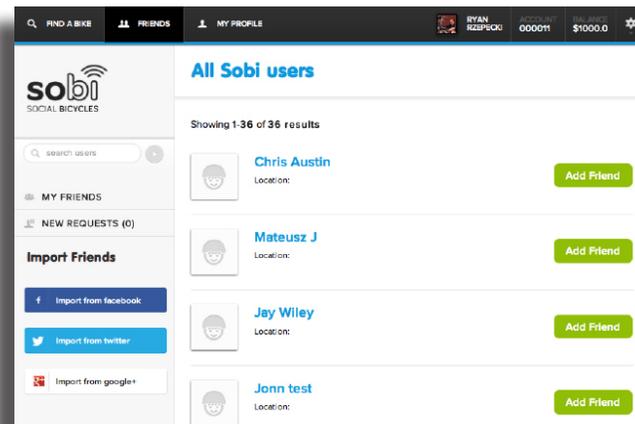
VII. Statistics, Payments, Social Networking



PROFILE: Users are able to view their statistics past rides, badges, and communicate to administrators



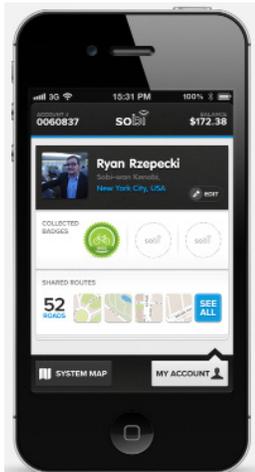
PAYMENT: View recent usage, billing, and payment plans



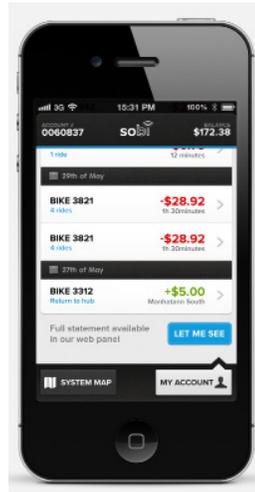
SOCIAL: Users are able to make friends on the Social Bicycles network and import friends from Facebook, Twitter, and Google +

VIII. Mobile Application

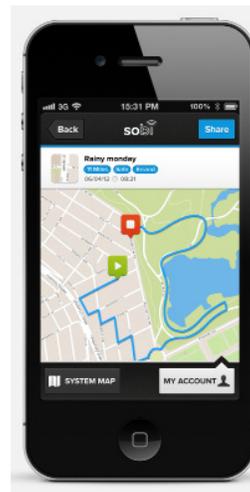
Social Bicycles has mobile applications for iOS and Android based smart phones. Mobile applications offer registration, reservation, and ride and data tracking capabilities.



PROFILE: View statistics, past rides, and badges



PAYMENT: View recent usage, billing, and payment plans



ROUTES: Users are able to view their routes



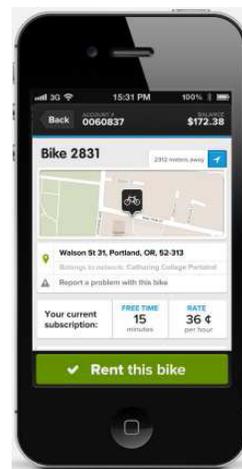
SOCIAL: Users can share statistics on Facebook, Twitter, and by email



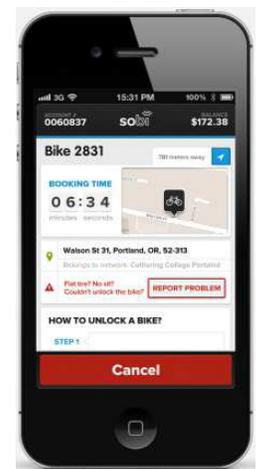
SEARCH: Search for a bike on the real-time network map



LOCATE: Locate a specific bike on the real-time map



RENT: Check bike availability, get directions to bicycle, check pricing and rent



CONFIRMATION: Confirm rental, watch real time usage clock, and report damage

**NOW
THEREFORE**

**In consideration of the mutual covenants
and promises contained herein and other
good and valuable consideration, B&R
and Hoboken agree as follows:**

1. PILOT PERIOD

The Parties seek to increase local and tourist bicycle use within the City of Hoboken. The Parties have entered into this partnership Hoboken agrees to provide B&R access to regular bike racks during the 2013 Summer / Fall season beginning May 15, 2013. Based on the benefit to the community determined by data-driven results, the pilot program may be expanded and/or extended upon agreement of both parties. At the end of the pilot period, the Parties may extend the program for up to an additional year. This Agreement is intended to create a financial partnership between the Parties while at the same time providing the program, by and through B&R as the managing agent, a temporary non-exclusive revocable license to operate the program on the public right-of-way which constitutes the walkway next to Pier A Park in the City of Hoboken.

During the term of this Agreement, B&R agrees to maintain at all times **at least** Twenty Five (25) bicycles in the City of Hoboken for bike sharing and Twenty (20) additional bicycles for bike rentals. During the term of this Agreement, for utilization of the bike sharing program under this Agreement, Hoboken agrees to provide at least Twenty Five (25) bike rack spaces, which shall be located at four (4) bike sharing locations within the City to be determined by mutual consent of the parties prior to the start date of the pilot program. The four (4) bike sharing locations may be relocated during the term of the Agreement by mutual written consent of both parties.

Upon completion of this Agreement, B&R will provide a final report with all requested and available system use data with Hoboken, including but not limited to membership counts, utilization of bicycles, origins/destinations of trips, and locations of routes taken. At the end of every financial quarter, B&R will provide Hoboken with internal financial reportings sufficient to evidence and confirm the profits which shall be shared equally (50% / 50% split) between B&R and Hoboken; within forty-five (45) days of expiration of the original term of the Agreement, and within forty-five (45) days of expiration of any extension thereunder, B&R shall provide financials certified by a licensed accountant verifying the financial information to determine if B&R's internal quarterly reports were correct; any monies owed shall be payable to the appropriate party within thirty (30) days of receipt of the internal or certified financial statement. Upon seventy-two (72) hours notice, B&R will provide Hoboken with any raw data which Hoboken requests, which it has available. The rental concession locations, as described *infra*, may only be relocated upon mutual written consent of both parties.

Management of the day-to-day operations under this partnership shall be in favor of

B&R, who shall be general partner, whereas Hoboken management benefits and obligations shall be limited to those described herein, making Hoboken a limited partner. Profit sharing under this partnership shall be equal between B&R and Hoboken, with net profits being calculated based only upon the deduction of expenses clearly identified as Hoboken-related expenses, as well as capital expenses clearly indentifiable as Hoboken-related capital expenses. Hoboken shall be entitled to the sharing of profits for any B&R activities (including customer activity, advertising, or sponsorships) which initiate bicycle use from, or are relative to the City of Hoboken operations.

The fees for the pilot program shall be as follows, unless amended by mutual written consent of the parties:

<i>FEE SUMMARY</i>	<i>SERVICE</i>	<i>FEE</i>
TOURIST	HOURLY DAILY TOURS	\$10 \$34 VARIABLE
COMMUTER	SUBSCRIBER FIRST HOUR EACH SUBSEQUENT HOUR	\$25/MONTH; \$75/SEASON INCLUDED IN MEMBERSHIP \$10 PRO-RATA
STUDENT	TBD WITH STEVENS INST.	TBD WITH STEVENS INST.
EVENT PARTICIPANTS	BIKE VALET (SAMPLE)	FLAT STAFF COSTS +25% \$500 SET UP FEE

2. OBLIGATIONS OF THE PARTIES

2.1 Bike and Roll Obligations:

- 2.1.1 Shall at all times maintain at least Twenty Five (25) bicycles in the City of Hoboken for bike sharing and Twenty (20) additional bicycles for bike rentals, the types of and accessories for which shall be at B&R’s discretion;
- 2.1.2 Shall provide all users of both services with complete informative listing of all local and state bicycle rules and regulations at the time the patron signs up and/or on the bicycle and/or at the pick-up location;
- 2.1.3 Shall serve as the Street Concierge for all tourist within the City of Hoboken, and shall provide tourist with advice and information on Hoboken and the surrounding area;
- 2.1.4 Shall manage all operations and management of the pilot bike sharing and bike rental program, including without limitation, customer service, bicycle relocations, bicycle maintenance, and billing and payment;
- 2.1.5 Shall ensure all credit card payment services are compliant with all state and federal laws, and indemnify the City of Hoboken to the extent these services are not;

- 2.1.6 Shall be provided, as part of the within agreement, to a non-exclusive temporary revocable license which entitled B&R to utilize the concession area for the bike rental concession, and the storage area for bike rental storage, as shown in the attached detailed sketch, *attached as Schedule A*, the storage area of which may house a storage container with a maximum size of 20 feet by 10 feet, and must fit within the prescribed area between the curb, off-street bicycle path, and the two trees. None of the items located within the license area shall be or become permanent appurtenances to the licensed area.
- 2.1.7 Shall provide for an additional bike rental concession location in the area of the Pier 14 Ferry Terminal, which shall be negotiated and contracted for, as necessary, by B&R without Hoboken assistance.

2.2 City of Hoboken Obligations:

- 2.2.1 Shall at all times maintain at least Twenty Five bicycle racks within the City of Hoboken, which shall be located at Hoboken's discretion;
- 2.2.2 Shall provide, as part of the within agreement, a non-exclusive temporary revocable license for B&R to utilize the concession and storage containers on the walkway adjacent to Pier A Park, in accordance with the specifications provided in the attached detailed sketch of the allowable use of the area, *attached as Schedule A*;
- 2.2.3 Shall not unreasonably withhold consent to the relocation of bike racks, as described in 2.2.1, when B&R provides data demonstrating different locations would be more beneficial to the pilot project;

3. LIABILITY INSURANCE

B&R shall secure and maintain, for the entire duration of this Agreement and at its own cost, liability insurance with the following minimum coverage: minimum coverage of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate from an insurance company licensed to do business in the State of New Jersey. The policy shall list "The City of Hoboken, its officers, officials, and employees" as additional assured. The policy shall contain a ten-day cancellation and/or modification clause with requirements of a written notice by the insurance company to Hoboken. B&R shall provide Hoboken with a certificate of insurance, which shall indicate B&R is insured prior to Hoboken having any obligations under this Agreement.

4. INDEMNIFICATION

B&R shall indemnify and hold harmless Hoboken, its employees, agents, officers, servants and all members from any and all liability, damages, suits, claims, fees, costs and expenses (including attorneys' fees) awarded or paid to a third party by a court of

competent jurisdiction in connection with any third party claim, suit, damages, demand for payment or settlement arising out of the acts or omissions of B&R's employees, agents, officers, managers, directors, and servants arising out of B&R's use of the bike racks, rental of bicycles, or use of City property, pursuant to this Agreement, except if Hoboken, its authorized employees, agents, officers, and servants are solely responsible as a result of such entity's or person's sole gross negligence or willful misconduct. In all other instances, B&R shall be fully and solely liable for all damages caused by, arising out of, or relating to B&R's activities and property under this Agreement, including without limitation death, and shall indemnify and hold harmless Hoboken from any and all such claims.

5. TERM

This Agreement, including the partnership and the non-exclusive revocable license, shall commence on May 15, 2013 and shall terminate on November 15, 2013. The parties may agree to extend the contract for up to two (2) additional consecutive six (6) month periods so that in no event shall the contract extend beyond November 15, 2014.

Termination Without Cause: Either party may terminate this Agreement for any reason, with or without cause, upon thirty (30) days written notice served on the other party.

Termination With Cause: Hoboken may terminate this Agreement upon a determination, made by Hoboken at its sole discretion, that termination is necessary for the health or safety of its residents and employees. In such a case, Hoboken shall notify B&R in writing, and termination shall be effective immediately upon service.

6. ASSIGNMENT

Neither party shall assign, transfer, or sublet this Agreement or any portion thereof without the prior written consent of the other Party.

7. COMPLIANCE WITH LAW AND POLICY

The Parties agree to comply with all federal and state laws, local ordinances, and applicable City and municipal regulations. Any permits, licenses, certificates or the like required to effectuate this Agreement shall be the sole responsibility of B&R. This Agreement shall be governed by the laws of the State of New Jersey in accordance with Section 9.

8. NOTICES

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party, signature required, or by certified mail, return receipt requested to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this Article.

For B&R:

Bike and Roll New York City
c/o Chris Wogas
140 West 30th Street – Suite 5E
New York, NY 10001

For Hoboken:

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

9. CHOICE OF LAW

This Agreement shall be governed, construed, and interpreted in accordance with the law of the State of New Jersey as it applies to contracts made and performed in New Jersey. Each of the parties hereby expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced by the other.

10. ENTIRE AGREEMENT

The within Agreement is supplemented only by the Bike and Roll proposal, date March 6, 2013, *attached hereto as **Schedule B***, which shall be incorporated by reference except to the extent it conflicts with the express language of this Agreement, in which case this Agreement shall supersede the proposal. These two documents constitute the entire Agreement between the parties with respect to the subject matter herein and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing which is signed on behalf of each of the parties.

11. COUNTERPARTS

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

12. SEVERABILITY

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

The City of Hoboken

Bike and Roll

BY:

BY:

Dawn Zimmer, Mayor

The City of Hoboken

Bike and Roll

ATTEST:

ATTEST:

James Farina, RMC

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN, NEW JERSEY

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, AUTHORIZING THE ISSUANCE AND SALE OF SPECIAL EMERGENCY NOTES OF THE CITY OF HOBOKEN IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,500,000; MAKING CERTAIN COVENANTS TO EFFECT AND MAINTAIN THE EXEMPTION OF INTEREST ON SAID NOTES FROM FEDERAL INCOME TAXATION; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECTUATE THE ISSUANCE AND SALE OF THE NOTES

BACKGROUND

WHEREAS, the City of Hoboken, County of Hudson, New Jersey ("City") has accrued contractually required severance liabilities due and payable to certain employees of the City resulting from the retirement and/or the layoff of such employees during the 2013 fiscal year of the City ("Severance Liabilities"); and

WHEREAS, the Local Budget Law, constituting Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Budget Law"), and, in particular, Section 53(h) thereof (N.J.S.A. 40A:3-54(h)) authorizes municipalities to adopt ordinances authorizing special emergency appropriations to cover the cost of extraordinary expenses to fund the costs of contractually required severance liabilities resulting from the layoff or retirement of employees of such municipalities, including the aforementioned Severance Liabilities; and

WHEREAS, in accordance with the Local Budget Law, on April 17, 2013, the City Council of the City duly and finally adopted Ordinance No. __ ("Ordinance") appropriating the aggregate sum of \$1,500,000 to pay the costs of the Severance Liabilities; and

WHEREAS, Section 55 of the Local Budget Law, N.J.S.A. 40A:4-55, authorizes the City to borrow money and issue special emergency notes to finance the costs of the Severance Liabilities described above, which special emergency notes may be renewed from time to time; provided, however, at least 1/5 of all such special emergency notes, and the renewals thereof, shall mature and be paid in each year, so that all special emergency notes and renewals shall have matured and have been paid not later than the last day of the fifth year following the date of this special emergency resolution.

WHEREAS, it is the desire of the City to issue its special emergency notes in the principal amount of up to \$1,500,000, the proceeds of which will be used to pay the costs of the Severance Liabilities.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY, (NOT LESS THAN TWO-THIRDS OF ALL MEMBERS THEREOF AFFIRMATIVELY CONCURRING) PURSUANT TO THE LOCAL BUDGET LAW, AS FOLLOWS:

Section 1. Pursuant to the Local Budget Law, the issuance of special emergency notes of the City, to be designated, substantially, "City of Hoboken, County of Hudson, New Jersey, Special Emergency Notes" ("Notes"), in an aggregate principal amount of up to \$1,500,000 is hereby authorized and approved.

Section 2. Payment of the Notes shall be provided for by the inclusion of an annual appropriation of at least 1/5 of the total amount appropriated by the Ordinance. Said appropriation shall be paid annually from the City's budget.

Section 3. The Chief Financial Officer, with the assistance of Parker McCay P.A. ("Bond Counsel"), is hereby authorized and directed to award and sell the Notes, at public or private sale, in such amount as may be determined, at a price not less than par, plus accrued interest, and to deliver the same to the purchaser thereof, upon receipt of the purchase price for the Notes.

Section 4. The Notes shall be executed in the name of the City by the manual signatures of the Mayor and Chief Financial Officer, and shall be under the corporate seal of the City affixed, imprinted, or reproduced thereon, and attested by the manual signatures of the City Clerk or Deputy City Clerk.

Section 5. The Notes shall be dated their date of delivery, may be renewed from time to time, but shall be paid and mature in accordance with the provisions of Section 55(b) of the Local Budget Law, N.J.S.A. 40A:4-55(b).

Section 6. The Notes shall not be subject to redemption prior to maturity, shall be issued in registered or bearer form, shall be in the denomination of \$50,000 or greater, and shall be in the form permitted by the Local Budget Law and as Bond Counsel shall approve.

Section 7. At the next meeting of the City Council after the sale of the Notes, the Chief Financial Officer is hereby authorized and directed to report, in writing, to the City Council, the principal amount, rate of interest and the name of the purchaser of the Notes.

Section 8. The Notes are ultimately payable from ad valorem taxes that shall be levied upon all taxable real property in the City without limitation as to rate or amount.

Section 9. The City hereby covenants that it will not make any use of the proceeds of the Notes or do or suffer any other action that would cause: (i) the Notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Notes to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Notes to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 10. The City hereby covenants as follows: (i) it shall timely file, or cause to be filed, with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 11. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Notes.

Section 12. All actions heretofore taken and documents prepared or executed by or on behalf of the City by the Mayor, Business Administrator, Director of Finance, Chief Financial Officer, City Clerk, Deputy City Clerk, other City officials or by the City's professional advisors, in connection with the issuance and sale of the Notes are hereby ratified, confirmed, approved and adopted.

Section 13. The Mayor, Business Administrator, Director of Finance, Chief Financial Officer, City Clerk and Deputy City Clerk are each hereby authorized and directed to determine all matters and execute all documents and instruments in connection with the Notes not determined or otherwise directed to be executed by the Local Budget Law or by this or any subsequent resolution, and the signatures of the Mayor, Business Administrator, Director of Finance, Chief Financial

Officer, City Clerk or Deputy City Clerk on such documents or instruments shall be conclusive as to such determinations.

Section 14. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 15. This Resolution shall take effect immediately upon final approval of the Ordinance by the Mayor.

Reviewed:

Approved as to Form:

 Quentin Wiest
 Business Administrator

 Mellissa L. Longo, Esq.
 Corporation Counsel

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

Sponsored by: David Mello

Seconded by: _____

City of Hoboken
Resolution No.: _____

A RESOLUTION SUPPORTING PSE&G's ENERGY STRONG PROGRAM

WHEREAS, the State of New Jersey has experienced a series of extreme weather events over the last two years, including but not limited to: Hurricane Irene, the October 2011 snowstorm, Superstorm Sandy and an accompanying Nor'easter;

WHEREAS, the City of Hoboken was impacted by said extreme weather events, including but not limited to: unprecedented property damage, severe flooding, and substantial and prolonged power outages;

WHEREAS, Public Service Electric and Gas Company ("PSE&G") provides the City of Hoboken electric and/or gas service;

WHEREAS, said extreme weather events severely damaged PSE&G infrastructure, including but not limited to: flooded electrical substations due to storm surges, downed power lines and poles due to high winds and fallen trees, and the destruction of gas meters due to contact with water;

WHEREAS, said damages to PSE&G infrastructure contributed to the City of Hoboken's said impacts;

WHEREAS, the New Jersey Board of Public Utilities ("BPU") issued an order on January 23, 2013 directing the State's electric and gas utilities, including PSE&G, to implement certain recommendations in the areas of: "Preparedness efforts", "Communications", "Restoration and response", "Post event", and "Underlying infrastructure issues";

WHEREAS, PSE&G submitted an infrastructure filing on February 20, 2013 entitled "Energy Strong";

WHEREAS, "Energy Strong" proposes an investment of \$3.9B worth of infrastructure projects over a 10-year period to enhance PSE&G's electrical and gas system, including but not limited to: fortifying electrical stations, replacing and modernizing cast iron gas mains, deploying smart grid technologies, improving pole distribution systems, creating more redundancies, undergrounding of electricity lines, and protecting gas metering stations;

WHEREAS, the City of Hoboken has been advised by PSE&G that it would benefit from the proposed investments in the "Energy Strong" filing.

NOW THEREFORE BE IT RESOLVED, that the City of Hoboken in the County of Hudson, State of New Jersey formally declares its support for PSE&G's "Energy Strong" program.

MEETING: April 17, 2013

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE
CITY OF HOBOKEN AND THE OWNER OF BLOCK 176 LOT 3 (a/k/a 88 Garden Street)
FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY
ADJACENT TO SAID PROPERTY**

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

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

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

WHEREAS, the City of Hoboken desires to grant to Lintell Realty c/o Steve McFarland, owners of Block 176 Lot 3, more commonly known as 88 Garden Street, Hoboken, such a license.

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

- 1) Approval of the attached "License Agreement" between the City of Hoboken and Lintell Realty c/o Steve McFarland, owners of Block 176 Lot 3, more commonly known as 88 Garden Street, shall be subject and limited to the specifications included in Exhibit "A" (metes and bounds survey attached hereto);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Meeting Date: April 17, 2013

Approved:

Approved as to Form:

Quentin Wiest, Business Administrator

Mellissa Longo, Esq., Corporation Counsel

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

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this _____ day of _____, 2013, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSOR**") and **LINTELL REALTY c/o STEVE MCFARLAND**, owners of 88 Garden Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSEE**")

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as Garden Street R.O.W. in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of constructing a new stoop and stairs, and for the maintenance of courtyard and sidewalk paving at the Garden Street entrance of the building; and

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

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

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

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

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

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

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2013.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: LINTELL REALTY c/o STEVE MCFARLAND, owners in fee of Block 176 Lot 3, more commonly known as 88 Garden Street, Hoboken, NJ.

Signed: _____
Steve McFarland, Owner, 88 Garden Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2013.

Notary Public: _____
(Signature of Notary Public)

EXHIBIT A
Land Survey and Description of License Premises including
Metes and Bounds

One (1) Page

P.L. CAULFIELD, JR.
N.J. LIC. NO. 16757

JOSEPH T. CAULFIELD
N.J. LIC. NO. 37578

CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYOR
132 MADISON STREET
HOBOKEN, N.J. 07030

TELEPHONE (201) 792-0445
FAX (201) 792-7714

JOB NO.



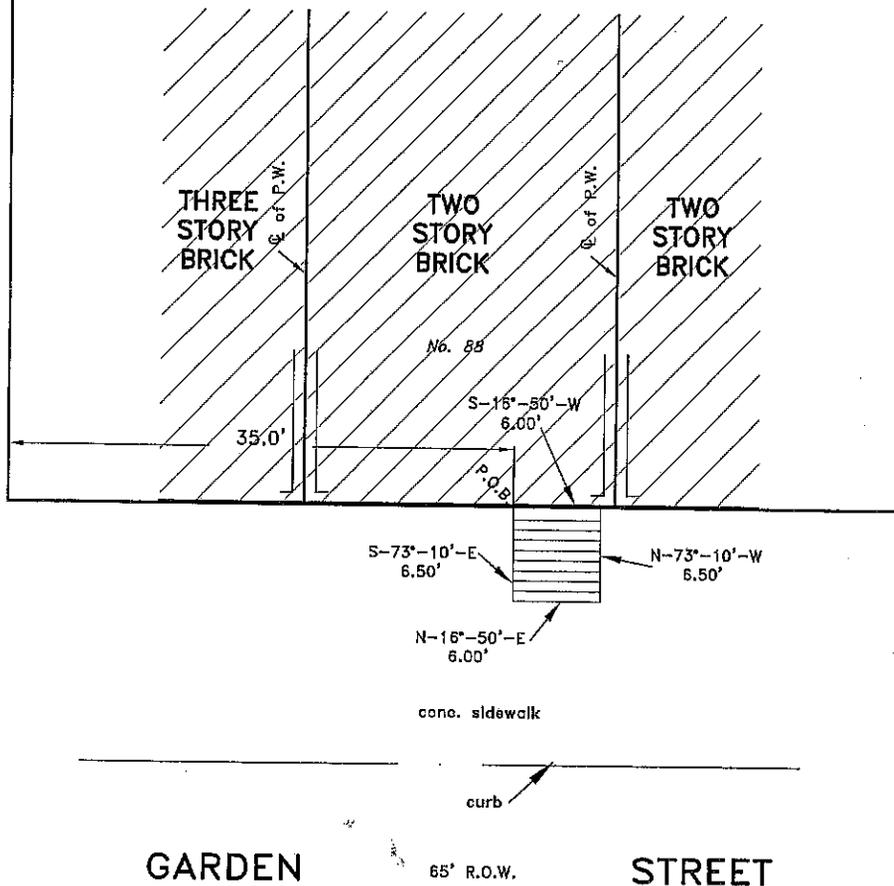
FRANCHISE EASEMENT FRONTING PROPERTY AT 88 GARDEN STREET

BEGINNING AT A POINT IN THE WESTERLY LINE OF GARDEN STREET, A DISTANCE OF 35.00 FEET NORTHERLY FROM THE INTERSECTION FORMED BY THE NORTHERLY LINE OF NEWARK STREET WITH THE WESTERLY LINE OF GARDEN STREET AND RUNNING THENCE:

1. S-73°-10'-E AND ONTO THE R.O.W. OF GARDEN STREET, A DISTANCE OF 6.50 FEET TO A POINT, THENCE
2. N-16°-50'-E AND CONTINUING THROUGH THE R.O.W. OF GARDEN STREET, A DISTANCE OF 6.00 FEET TO A POINT, THENCE
3. N-73°-10'-W A DISTANCE OF 6.50 FEET TO A POINT IN THE WESTERLY LINE OF GARDEN STREET, THENCE
4. S-16°-50'-W ALONG THE WESTERLY LINE OF GARDEN STREET, A DISTANCE OF 6.00 FEET TO A POINT, SAID POINT OR PLACE OF BEGINNING

KNOWN AS FRONTING LOT 3 IN BLOCK 176 ALONG GARDEN STREET, COMMONLY KNOWN AS 88 GARDEN STREET, EASEMENT INCLUDES STAIRS ALONG GARDEN STREET, SAID FRANCHISE ORDINANCE AREA IS 39.0 SQ. FT.

NEWARK STREET



GARDEN STREET 65' R.O.W.

PROPOSED SKETCH FRONTING PROPERTY

LOCATED AT **88 GARDEN STREET**
..... **HOBOKEN, HUDSON CO., N.J.**

BLOCK 176

LOT 3

DATE MARCH 19, 2012

SCALE 1 INCH = 10 FEET

A written "Waiver and Direction Not to Set Corner Markers," has been obtained from the ultimate user pursuant to P.L. 2003, c.14 (N.J.S.A. 45:8-36.3) and N.J.A.C. 13:40-5.1(d).

THIS SURVEY IS NOT TO BE USED AS A BASIS FOR ANY CONSTRUCTION. IT IS SUBJECT TO THE FACTS REVEALED BY AN ACCURATE AND COMPLETE TITLE SEARCH. THE CERTIFICATION IS MADE ONLY TO THE PARTIES NAMED HEREON, AND IS NONTRANSFERABLE. BEARINGS ARE RELATIVE.

P.L. Caulfield, Jr.
P.L. CAULFIELD, JR.
PROF. LAND SURVEYOR
N.J. LIC. NO. 16757

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**THIS RESOLUTION AMENDS AN EMERGENCY CONTRACT
AWARDED TO THOMPSON CONSULTING FOR DEBRIS
MONITORING AND PUBLIC ASSISTANCE IN THE WAKE OF
HURRICANE SANDY WITH NO CHANGE IN THE NOT TO
EXCEED AMOUNT, AND FOR AN AMENDED EXPIRATION
DATE OF JUNE 30, 2013**

WHEREAS, the City of Hoboken was faced with an emergency situation which has the potential to create serious risks to the safety, health and welfare of the general public, specifically, the debris remaining throughout the City and the financial hardships of the local government which resulted from Hurricane Sandy; and,

WHEREAS, the Administration consulted and negotiated with two (2) consulting firms, and thereafter entered into an emergency contract for said services in accordance with N.J.S.A. 40A:11-6 and Hoboken Code § 60-11; and,

WHEREAS, thereafter the City sought proposal for said services, under emergent circumstances and time constraints, and received two proposals which were evaluated according to the general requirements of competitive contracting within the New Jersey statutes and regulations, and awarded a contract to Thompson Consulting which was for Two Hundred Fifty Four Thousand One Hundred Fifty Two Dollars (\$254,152.00), and an expiration date of February 12, 2013, which was thereafter extended by Resolution of the Council until April 16, 2013; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Council seeks to further amend the contract, **with no change to the not to exceed amount, but with an amended expiration date of June 30, 2013, and with an additional term that allows for a final reporting meeting between the Administration and Thompson Consulting later in CY2013, as necessary, to wind up the FEMA work relating to Superstorm Sandy;** and,

WHEREAS, additional certification of funds is unnecessary, as the not to exceed amount remains unchanged.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the amendment to the emergency contract with the below listed vendor is authorized and ratified for **an unchanged amount not to exceed Two Hundred Fifty Four Thousand One Hundred Fifty Two Dollars (\$254,152.00) and an amended termination date of June 30, 2013, and with an additional term that allows for a final reporting meeting between the Administration and Thompson Consulting later in CY2013, as necessary, to wind up the FEMA work relating to Superstorm Sandy**, subject to the following conditions:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole

- discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
 5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Thompson Consulting Services
 951 Market Promenade Avenue
 Suite 2101
 Lake Mary, Florida 32746

Reviewed:

Approved as to form:

 Quentin Wiest
 Business Administrator

 Mellissa Longo, Esq.
 Corporation Counsel

Date of Meeting: April 17, 2013

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

Sponsored By: _____

Co-sponsored By: _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO DEPARTMENT OF AGRICULTURE FOR
2013 SUMMER FOOD SERVICE PROGRAM FUNDS**

WHEREAS, the City of Hoboken has, each summer, been the sponsor of a summer food service program for the youth of the City; and

WHEREAS, the State of New Jersey, Department of Agriculture has once again invited the City of Hoboken to submit an application for funding for the 2013 Summer Food Service Program; **now therefore, be it –**

RESOLVED, that the City of Hoboken will submit an application for such funds; and **be it --**

FURTHER RESOLVED, that the Mayor, or her designee, is hereby authorized on behalf of the City of Hoboken to:

1. Execute and submit such application to the Department of Agriculture;
2. Furnish such documents as may be required;
3. Act as authorized correspondent of the City of Hoboken;
4. Execute necessary contracts, if funding is awarded.

MEETING: April 17, 2013

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

**SPONSOR
MANAGEMENT
PLAN**

STATE OF NEW JERSEY DEPARTMENT OF AGRICULTURE

Division of Food and Nutrition Services

P.O. Box 334
Trenton, NJ 08625

STATE AGENCY USE ONLY:

Approved By: _____

Date: _____

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SUMMER FOOD SERVICE PROGRAM (SFSP)

1. Sponsoring Organization (Legal Name)	City of Hoboken	Agreement #:	
2. Mailing Address	94 Washington Street		
3. Office Address	94 Washington Street, Hoboken, NJ 07030		

4. Name and Title of Person Who Accepts Final Financial and Administrative Responsibility of Program	Mayor Dawn Zimmer		
Telephone #	201 420-2067	Fax Number	201 420-2013
E-Mail	dzimmer@hobokennj.org		

5. Name and Title of Authorized Sponsor Representative	Annette Chaparro, Management Specialist		
Telephone #	201-420-5629	Fax Number	201 222-3830
E-Mail	achaparro@hobokennj.org		

6. Status of Applicant: (check one)

(A) Public or Private Nonprofit

(1) School Food Authority

(2) Residential Camp

(3) Organization

(B) State, Local Municipal Or County Government Entity

(C) Private, Nonprofit Colleges Sponsoring Nat'l Youth Sports Program

7. Federal Identification Number: (Include 2-Digit Location Code - 11 Digits Total)	22-6001993
8. Vendor Identification Number: (Include 2-Digit Location Code - 11 Digits Total)	22-6001993
9. Data Universal Numbering System (DUNS) Number:	91858563

10. TYPE OF TAX EXEMPTION: Nonprofit private organizations must attach a copy of the letter of determination from the Internal Revenue Service under the 1986 Code as amended to qualify for this program.

11. Indicate other U.S.D.A. Programs in which the applicant participates during the summer months:

Note: Sites participating in the SFSP are ineligible to receive benefits simultaneously from other U.S.D.A. funded programs.

None

School Breakfast Program

Child Care Food Program

Special Milk Program

National School Lunch Programs

12. Does applicant request advance funding? Yes No

If answer is YES, please complete the following:

(A) Check applicable cost category of advance funding requested (*check one*)

(1) Food Service Operational (2) Administrative (3) Both

NOTE: Sponsors must operate 10 or more days in a month to be eligible for an advance. A maximum of two administrative advances will be issued.

(B) Check applicable month(s) for which advance funding is requested.

(1) Food Service Operational July August

(2) Administrative July August

13. Type of Meal Service

(A) Prepare Own Meals On Site

(B) Prepare at Central Kitchen

(C) School Contract

(D) Vended Prepackaged

(E) Food Service Management Co.

14. List the name(s) and address of all food preparation facility(ies); attach current health certificates:

Vendor not yes selected.

15. Dates Of Actual Food Service Operation: (M/D/Y) Begin End

16. Total Days of Actual Food Service Operation: June: July: Aug: Sept: Total:

17. Date, Time and Place of Training Session(s); attach summary of training session agenda including topics to be covered.)

Thursday, June 27, 2013, 10:00 am, Hoboken City Hall, Basement Conference Room (Across from Violations Bureau)

18. Name and Title of Individuals Responsible for Conducting Training Sessions:

(A) Administrative Personnel	Annette Chaparro, Management Specialist
(B) Site Personnel	Annette Chaparro, Management Specialist

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO DASKAL BROTHERS CONTRACTING LLC FOR THE PROVISIONS OF RESTROOM IMPROVEMENTS TO CHURCH SQUARE PARK IN ACCORDANCE WITH THE CITY'S BID NO. 13-02 IN THE TOTAL AMOUNT OF \$78,366.00

WHEREAS, proposals were received for Bid Number 13-02 for the provisions of restroom improvements at Church Square Park; and,

WHEREAS, Seven (7) bid proposal was received in good stead, the top three of which were considered responsible and responsive:

<u>VENDOR</u>	<u>TOTAL AMOUNT PROPOSED</u>
Daskal Brothers Contracting LLC 21 Stevens Road – Unit 210 Wallington, New Jersey 07057	\$78,366.00
Fine Wall Corp. Iselin, New Jersey 08830	\$93,300.00
SZ Construction Roselle Park, New Jersey 07662	\$139,000.00

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to contract for the goods specified in Bid No. 13-02, and Daskel Brothers Contracting LLC submitted a responsible, and responsive bid in the amount of \$78,366.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$78,366.00 is available in the following appropriation C-04-60-711-210 in the capital budget of CY2013; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2013; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

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

- A. This resolution awards a contract to Daskal Brothers Contracting LLC for Bid No. 13-02, in the total amount of Seventy Eight Thousand Three Hundred Sixty Six Dollars (\$78,366.00).

- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of award, then this award shall lapse and the City of Hoboken shall have the right to rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City Engineer's recommendation; therefore, none will be accepted in performing obligations under the bid.
- D. The performance bond and maintenance bond, as described in the bid specifications, shall be material terms of this agreement.
- E. This agreement is subject to liquidated damages, as described in the bid specifications.
- F. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the contractor.
- G. This resolution shall take effect immediately upon passage.

Meeting date: April 17, 2013

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Mellissa Longo
 Corporation Counsel

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



April 12, 2013

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

Re: Bid No. 13-02 Restroom Improvements at
Church Square Park
City of Hoboken
Hudson County, New Jersey
Our File No. HO-452B

Dear Director Pellegrini:

On March 27, 2013, the City of Hoboken (City) received seven (7) bids for the *Restroom Improvements at Church Square Park* project. As you are aware the construction costs for this project are being funded by the City. The following is a summary of the three (3) lowest bids:

<u>Bidder</u>	<u>Bid Amount</u>	
Daskal Brothers Contracting, LLC 21 Stevens Road Wallington, New Jersey 07057	\$78,366.00	Total Base Bid Price
Fine Wall Corporation 1404 Oak Tree Road, Suite #204 Iselin, New Jersey 08830	\$172,800.00	Total Base Bid Price
SZ Construction LLC 38 Grove Avenue Rochelle Park, New Jersey 07662	\$288,000.00	Total Base Bid Price

A summary of all bids received is attached, as well as a tabulation of unit costs for bidders. Boswell McClave Engineering reviewed all bid documentation submitted and provides the following comments:

BID DOCUMENTATION

Daskal Brothers Contracting, LLC

Daskal Brothers Contracting, LLC appears to have provided a complete submission. However, the Total Amount of Base Bid listed on page 27 is \$76,260.00; the total from the Schedule of Prices on page 30 is \$78,366.00.

Fine Wall Corporation

Fine Wall Corporation appears to have several discrepancies in the Schedule of Prices listed on page 30. The unit price listed for Item No. 2 New Paver Walkway is \$4,800.00. The total quantity for this item is 36 S.Y. making the total for the item \$172,800.00. The total project cost is then \$261,300.00 as opposed to the \$93,300.00 listed on page 30.

SZ Construction, LLC

SZ Construction LLC appears to have provided a complete submission.

Apparent Low Bid

Daskal Brothers Contracting, LLC submitted the apparent lowest responsible bid in the total amount of \$78,366.00.

Recommendation

It is our understanding that the City of Hoboken has adequate funding to award this project. Therefore, Boswell McClave Engineering recommends that this contract be awarded to Daskal Brothers Contracting, LLC in the amount of \$78,366.00.

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated. It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

Director Pellegrini
April 12, 2013
Page 3 of 3

Please do not hesitate to contact the undersigned with any questions.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

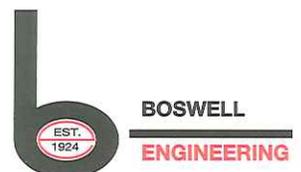


Joseph A. Pomante, P.E.
City Engineer Representative

JAP/REM/ajf
Attachment

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

130328REML1 Bid Recommendation.doc



BOSWELL McCLAVE ENGINEERING
 330 Phillips Avenue
 South Hackensack, NJ 07606

BID SUMMARY
BID NO. 13-02; RESTROOM IMPROVEMENTS AT CHURCH SQUARE PARK
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO. HO-452B

BID DATE: March 27, 2013				TIME: 11:00 A.M.				Daskal Brothers Contracting LLC 21 Stevens Road Wallington, NJ 07057 973-653-6789		Fine Wall Corporation 1404 Oak Tree Road, Suite #204 Iselin, NJ 08830 Iselin, NJ 08830		SZ Construction LLC 38 Grove Avenue Rochelle Park, NJ07662		K&D Contractors, LLC 351 Monroe Avenue Kenilworth, NJ 07033 908-709-1268 908-709-0174 FAX		Pharos Enterprises, LLC 879 Upper Main Street South Ambou, NJ 08879	
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST				
1	Complete Renovations and ADA Upgrades to the Existing Restroom Building	L.S.	1	\$ 76,260.00	\$ 76,260.00	\$ 88,500.00	\$ 88,500.00	\$ 131,000.00	\$ 131,000.00	\$ 297,200.00	\$ 297,200.00	\$ 156,700.00	\$ 156,700.00				
2	New Paver Walkway	S.Y.	36	\$ 58.50	\$ 2,106.00	\$ 4,800.00	\$ 172,800.00	\$ 8,000.00	\$ 288,000.00	\$ 10,224.00	\$ 368,064.00	\$ 7,200.00	\$ 259,200.00				
Total Base Bid Items					\$ 78,366.00		\$ 261,300.00		\$ 419,000.00		\$ 665,264.00		\$ 415,900.00				
* Denotes a difference in amount																	

BID DATE: March 27, 2013				TIME: 11:00 A.M.				MBT Contracting LLC 63 Beaver Brook Road, Suite 104 Lincoln Park, NJ 07035 973-706-5800 973-706-5801 FAX		Zenith Construction Services 365 Thomas Boulevard Orange, NJ 07050 973-674-2500 973-674-2511 FAX					
ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST		
1	Complete Renovations and ADA Upgrades to the Existing Restroom Building	L.S.	1	\$ 148,750.00	\$ 148,750.00	\$ 143,000.00	\$ 143,000.00		\$ -		\$ -		\$ -		
2	New Paver Walkway	S.Y.	36	\$ 9,500.00	\$ 342,000.00	\$ 150.00	\$ 5,400.00		\$ -		\$ -		\$ -		
Total Base Bid Items					\$ 490,750.00		\$ 148,400.00		\$ -		\$ -		\$ -		
* Denotes a difference in amount															

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION PERMITTING THE ADMINISTRATION TO ENTER
INTO AN ACKNOWLEDGEMENT AND INDEMNITY
AGREEMENT GRANTED TO THE CITY OF BAYONNE
BY THE CITY OF HOBOKEN REGARDING THE HOBOKEN
POLICE DEPARTMENT'S USE OF CERTAIN CITY OF BAYONNE
FACILITIES FOR IN-SERVICE TRAINING FOR OFFICERS OF
THE HOBOKEN POLICE DEPARTMENT DURING 2013**

WHEREAS, the Hoboken Police Department (the "Department") requires the use of certain facilities for mandatory in-service trainings for the officers in the Department; and

WHEREAS, the City of Bayonne will allow the Department to use those facilities, including, but not limited to, a firearms range and simulation shoot house, for the remainder of 2013, provided that the City of Hoboken (the "City") enters into an agreement holding the City of Bayonne harmless for any injury, property damage or death that may occur as a result of the City's use of those facilities and gives the City of Bayonne a Certificate of Insurance; and

WHEREAS, the Administration wishes to enter into the agreement titled, "Acknowledgement and Indemnity Granted to the City of Bayonne by the City of Hoboken Regarding the Hoboken Police Department's Use of Certain City of Bayonne Facilities or In-service Training for Officers of the Hoboken Police Department during 2013", which is included in this Resolution as Exhibit A (the "Agreement"); and

WHEREAS, the City's Risk Manager has approved and consented to the form of the Agreement; and

WHEREAS, the Administration has obtained the necessary Certificate of Insurance in favor of the City of Bayonne at no additional cost to the City;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the Administration is permitted to enter into the Acknowledgement and Indemnity Granted to the City of Bayonne by the City of Hoboken Regarding the Hoboken Police Department's Use of Certain City of Bayonne Facilities or In-service Training for Officers of the Hoboken Police Department during 2013, which is included in this Resolution as Exhibit A and provide the City of Bayonne with a Certificate of Insurance.

Date of Meeting: April 17, 2013

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

EXHIBIT A

**ACKNOWLEDGEMENT AND INDEMNITY GRANTED TO THE CITY OF
BAYONNE BY THE CITY OF HOBOKEN REGARDING THE HOBOKEN POLICE
DEPARTMENT'S USE OF CERTAIN CITY OF BAYONNE FACILITIES FOR IN-
SERVICE TRAINING FOR OFFICERS OF THE HOBOKEN POLICE DEPARTMENT
DURING 2013**

**ACKNOWLEDGEMENT AND INDEMNITY GRANTED TO THE CITY OF BAYONNE
BY THE CITY OF HOBOKEN REGARDING THE HOBOKEN POLICE DEPARTMENT'S
USE OF CERTAIN CITY OF BAYONNE FACILITIES FOR IN-SERVICE TRAINING
FOR OFFICERS OF THE HOBOKEN POLICE DEPARTMENT DURING 2013**

By way of this document, the City of Hoboken ("Hoboken") agrees to indemnify, defend and hold harmless the City of Bayonne ("Bayonne") from any and all liability or claims, including, but not limited to, death, serious bodily injury and property damage, arising from the negligent actions of Hoboken or its agents, officers, representatives or employees while conducting activities on behalf of the Hoboken Police Department (the "HPD") regarding or related to mandatory in-service trainings for HPD officers at facilities controlled by Bayonne, including a firearms range and simulation shoot house, for a term which shall begin upon the last date of execution written below and continue until Tuesday, December 31, 2013.

Hoboken shall defend, indemnify, and hold harmless Bayonne, its agents, servants, and administrators from and against any and all claims, or actions at law, whether for personal injury, property damage or liability which arise from any negligent acts of Hoboken, its agents, officers, representatives or employees arising out of or related to the HPD's use of the aforementioned Bayonne locations during the term.

Hoboken shall further consent to provide Bayonne with a Certificate of Insurance, covering the dates that Hoboken shall use the Bayonne facilities. The Policy and Certificate provided to Bayonne hereunder shall include Bayonne as an additional insured and shall provide for a thirty (30) day cancellation notice to Bayonne.

**I HEREBY CERTIFY THAT I HAVE AUTHORITY TO CONSENT TO THE ABOVE CONDITIONS ON BEHALF OF THE CITY OF HOBOKEN
I FURTHER CERTIFY THAT I UNDERSTAND THE HEREIN CONDITIONS RELATING TO THE ABOVE AGREEMENT BETWEEN THE PARTIES.**

On Behalf of the City of Hoboken:

Signature of Authorized Agent:

Authorized Agent Printed Name:

Dated:

Notarized:

On Behalf of the City of Bayonne:

Signature of Authorized Agent:

Authorized Agent Printed Name:

Dated:

Notarized:

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION APPROVES THE REDESIGN OF ELYSIAN
PARK AND AUTHORIZES ACTION BY THE
ADMINISTRATION TO EFFECTUATE THE PROJECT
PURSUANT TO CHAPTER 56A OF THE HOBOKEN CITY
CODE**

WHEREAS, Chapter 56A of the Hoboken City Code requires public comment and council review and recommendation for any change in use of any City owned park; and,

WHEREAS, in accordance therewith, the Council seeks to recommend the City proceed with the Elysian Park redesign (as shown in the attached design sketch).

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Hoboken hereby approves the redesign of Elysian Park (as shown in the attached design sketches);

BE IT FURTHER RESOLVED, the Council authorizes the Administration to take action in accordance with this approval.

Reviewed:

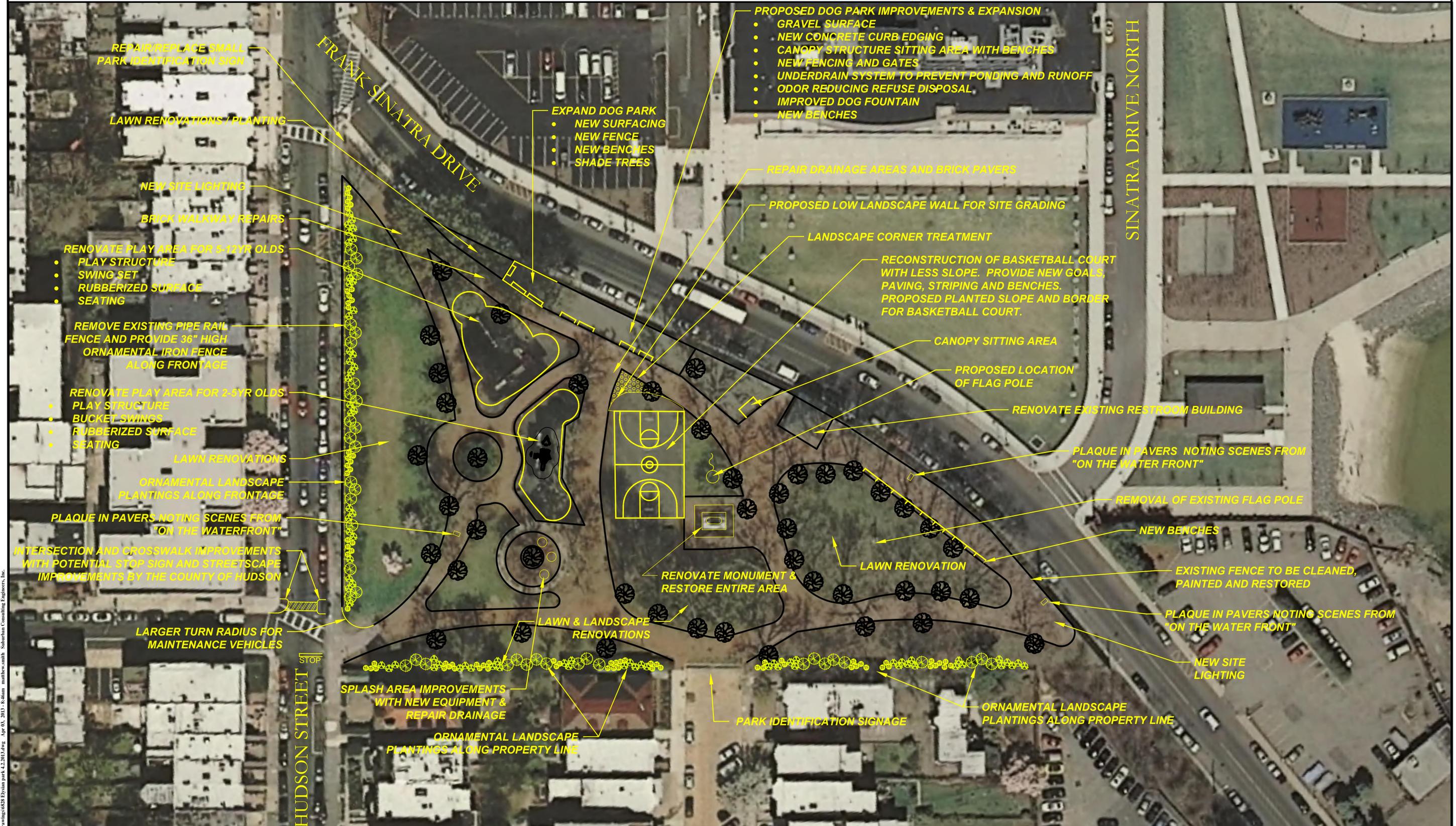
Approved as to form:

Quentin Wiest
Business Administrator

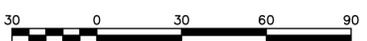
Mellissa Longo, Esq.
Corporation Counsel

Date of Meeting: April 17, 2012

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



E:\SC\Hoboken\628 Hoboken Park\628 Elysian Park\628 Drawings\628 Apr 03, 2013 10:46am mthaworth Suburban Consulting Engineers, Inc.



SCALE: 1" = 30'
APRIL 2, 2013

CONCEPT PLAN

PREPARED FOR

ELYSIAN PARK

CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY

JOSEPH D. PERELLO, L.L.A.
NEW JERSEY LICENSED
LANDSCAPE ARCHITECT LIC. NO. AS00666

Joseph D. Perello

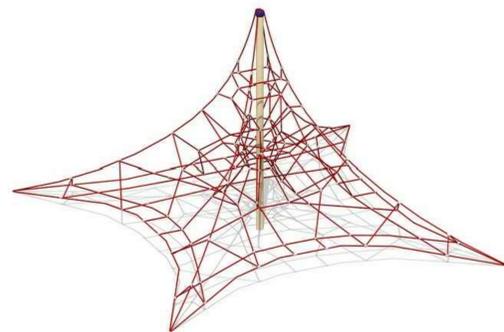
SC E SUBURBAN CONSULTING ENGINEERS, INC.

- Civil Engineers - Municipal Engineers -
- Landscape Architects -
- Planners - Environmentalists - Land Surveyors -

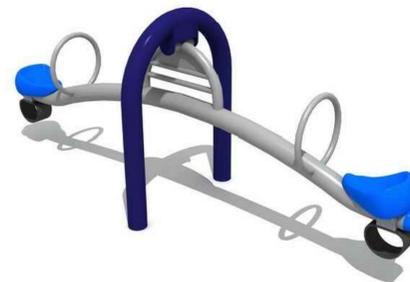
100 Valley Rd., Suite 202, Mt. Arlington, NJ, 07856 973.398.1776 - suburbanconsulting.com
CERTIFICATE OF AUTHORIZATION NO: 24GA28037500



SPRING BOAT 2-5 YEAR OLD STRUCTURE



NET PYRAMID 5-12 YEAR OLD STRUCTURE



SEE-SAW 2-5 YEAR OLD STRUCTURE



SWINGS



Elysian Park
Hoboken, NJ
View A

NEW 5-12 YEAR OLD PLAYGROUND



Elysian Park
Hoboken, NJ
View B

NEW 2-5 YEAR OLD PLAYGROUND STRUCTURE



Elysian Park
Hoboken, NJ
View B

NEW 5-12 YEAR OLD PLAYGROUND



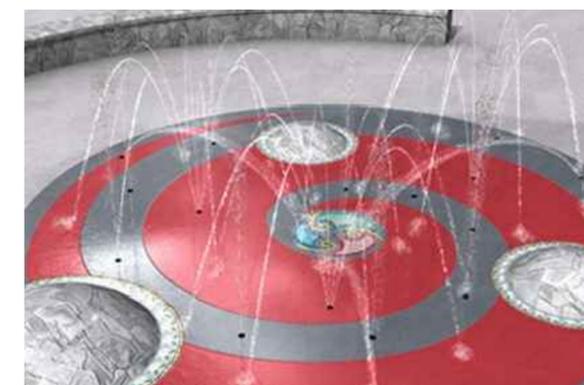
LIGHT FIXTURES



SPLASH AREA



SPLASH AREA



GROUND MOUNTED SPRAY PARK STRUCTURE

POTENTIAL SITE AMENITIES



GAME TABLE AND SITTING NODE



URBAN RAIN GARDEN



URBAN RAIN GARDEN WITH BORDER



WASTE AND RECYCLE RECEPTACLE



BIKE RACK



DOG PARK SURFACING WITH UNDERDRAINS



DOG PARK FENCE



DOG PARK SHADE CANOPY WITH BENCHES



BENCH



VIEW FROM ELYSIAN PARK



WATERFRONT AT MAXWELL PARK



SCENE FROM "ON THE WATERFRONT" FOR PLAQUE



SCENE FROM "ON THE WATERFRONT" FOR PLAQUE



WALKWAY PLAQUE

POTENTIAL SITE AMENITIES

Sponsored by: _____
Seconded by: _____

City of Hoboken
Resolution No.: ____

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY HOBOKEN AND
THE COUNTY OF HUDSON RELATIVE TO A WATER TRUCK WITH THE VIN NO.
1FUYDSEB4XP948134**

WHEREAS, the Administration of the City of Hoboken has been offered a water truck by the County of Hudson, acceptance of which is subject to approval of the attached Memorandum of Understanding; and,

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

1. The City Council hereby authorizes execution of the attached Memorandum of Understanding and acceptance of title to the water truck being provided by the County of Hudson
2. The City Council hereby authorizes the Mayor and her Administration to notify the County of Hudson of this acceptance, and to notify the City's insurance carrier of the need to cover the new vehicle under the City's insurance.
3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any and all steps necessary to effectuate the Agreement.

MEETING: April 17, 2013

REVIEWED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa L. Longo, Esq.
Corporation Counsel

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

**MEMORANDUM OF UNDERSTANDING
RELATIVE TO
A WATER TRUCK WITH THE VIN NO. 1FUVDSEB4XP948134
BETWEEN THE COUNTY OF HUDSON
AND
CITY OF HOBOKEN**

This Memorandum of Understanding is entered into this _____ day of March, 2013 by and between the County of Hudson, a body politic and corporate of the State of New Jersey (the "County"), and the City of Hoboken, a body politic and corporate of the State of New Jersey (the "Municipality").

WHEREAS, the County is the registered owner of a 1999 Water Truck with a New Jersey Vehicle Identification Number of 1FUVDSEB4XP948134 (the "Equipment") ; and

WHEREAS, the Municipality is desirous of utilizing the above Equipment for municipal purposes; and

WHEREAS, the County is desirous of entering into an Memorandum of Understanding with the Municipality to transfer ownership and control of the Equipment to the Municipality; and

WHEREAS, the Board of Hudson County Chosen Freeholders at a public meeting held on February 28, 2013 passed Resolution No. 95-2-2013, a copy of which is attached hereto as Schedule A, authorizing the County to transfer the Equipment to the Municipality;

WHEREAS, the County and Municipality wish to set forth their understanding as to how the Equipment shall be used by the Municipality.

NOW, THEREFORE, BE IT AGREED as follows:

1. *Transfer of Equipment.* The County transfers title and ownership of the Equipment to the Municipality.

2. *Registration by Municipality.* The Municipality shall bear full responsibility as the owner of the Equipment and cause a Certificate of Title and all other appropriate documents, if any, to be timely filed with the New Jersey Motor Vehicle Commission relative to the registration of its ownership of the Equipment.
3. *Responsibilities of Municipality.* The Municipality shall have sole responsibility, independent of the County to repair, maintain and insure the vehicle.
4. *Condition of Equipment.* The Municipality accepts the Equipment in an “as is” condition, and acknowledges that the County makes no representations whatsoever as to the condition of the Equipment.
5. *Adherence to procedures.* The Municipality agrees to strictly follow all procedures regarding the use and maintenance of Equipment as listed in the document entitled “Water Tanker Truck Procedures - Maintenance and Disinfection,” a copy of which is attached hereto as Schedule B.
6. *Use of Equipment by others.* The Municipality agrees that the Equipment shall be used and be available for use relative to any “Mutual Aid” or like condition as may be directed by appropriate, local, County or state authorities.
7. *Disposition of Equipment.* The Municipality shall not sell, donate or otherwise dispose of the Equipment without the written approval and authorization of the County.

8. *Failure to comply.* In the event the Municipality fails to comply with the terms of this Memorandum of Understanding in any aspect, the County reserves the right to demand that the Municipality give title and ownership of the Equipment back to the County.
9. *Liability for Equipment.* The Municipality agrees to assume all liability incurred in connection with its ownership and use of the Equipment including damage to property or injury to or death of persons, and the Municipality shall indemnify and hold harmless the County of Hudson from and against all suits, losses, demands and damages of any kind or nature including legal costs incurred in defense of any claims made or suits filed against the County relative to the Equipment.
10. *Attorneys fees and costs.* In the event of any litigation arising from the terms of this Memorandum of Understanding, then the prevailing party shall be entitled to an award of reasonable attorneys fees and court costs against the non-prevailing party.
11. *Entire agreement.* This Memorandum of Understanding constitutes the entire agreement between the County and the Municipality relative to the Equipment. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party seeking to be bound thereby.
12. All notices of other communications hereunder shall be in writing and shall be deemed duly given if delivered personally or by certified mail:

TO: County of Hudson
Office of the County Administrator
567 Pavonia Avenue
Jersey City, New Jersey 07306

City of Hoboken
Business Manager
94 Washington Street
Hoboken, New Jersey 07030

13. *Authorization for signing.* By signing below, the signatories represent that this Memorandum of Understanding has been properly and duly authorized in accordance with the provisions of New Jersey law.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized officers.

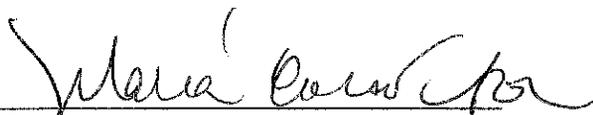
COUNTY OF HUDSON

By: _____


ABRAHAM ANTUN
COUNTY ADMINISTRATOR

ATTEST:

By: _____


ALBERTO G. SANTOS, CLERK
BOARD OF CHOSEN FREEHOLDERS

CITY OF HOBOKEN

By: _____

ATTEST:

By: _____

SCHEDULE A

RESOLUTION NO. 92-2-2013

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON

RESOLUTION

No. 95-2-2013

On Motion of Freeholder Dublin
Seconded by Freeholder Romano

DECLARING SIX (6) WATER TRUCKS
IN THE
HUDSON COUNTY MOTOR FLEET TO BE ELIGIBLE FOR
TRANSFER TO THE MUNICIPALITIES OF
BAYONNE, NORTH BERGEN, JERSEY CITY, SECAUCUS,
UNION CITY AND HOBOKEN
AND ELIMINATION FROM THE COUNTY FLEET AND INSURANCE ROSTER

WHEREAS, under the authority of N.J.S.A. 40A:11-36 and N.J.S.A. 40A:12-21, the governing body of a County may authorize transfer of title to and ownership of personal property to municipal ownership or to certain agencies including duly incorporated first aid/emergency/volunteer ambulance or rescue squads within the County; and

WHEREAS, the Hudson County Department of Roads and Public Property has advised that there are six (6) water trucks in its motor fleet which are eligible for donation to the municipalities of Bayonne, North Bergen, Jersey City, Secaucus, Union City and Hoboken ; and

WHEREAS, by transferring title to the municipalities the County will be relieved of all legal responsibility relative to the operation of the equipment and insuring of the equipment; and

WHEREAS, the above referenced water trucks are more particularly described as follows:

1. T28 - 2003 Water Truck VIN#1NPAL50X13D583481
Assigned to the City of Bayonne
2. T66 - 2002 Water Truck VIN#4V5K99UF52N321376
Assigned to the Township of North Bergen
3. T72 - 2002 Water Truck VIN#4V5K99UF82N329584
Assigned to the City of Jersey City
4. T25 - 2003 Water Truck VIN#1NPAL50XX3D583480
Assigned to the Town of Secaucus; and
5. T68 - 1999 Water Truck VIN#1FUYPDSEBOXL948123
Assigned to the City of Union City
6. T69 - 1999 Water Truck VIN#1FUYPDSEB4XP948134
Assigned to the City of Hoboken; and

WHEREAS, the municipalities receiving title to equipment under this resolution shall maintain appropriate insurance and shall not sell, donate or otherwise dispose of said equipment without receiving written authorization from the County of Hudson; and

WHEREAS, the municipalities receiving title to equipment under this resolution shall prior to receipt of the vehicles agree to adhere to all operational, maintenance, and disinfection procedures and protocols for such water trucks as may be promulgated by the manufacturer and/or state agencies with appropriate jurisdiction; and

WHEREAS, the failure to comply with the foregoing will cause title to the equipment to revert back to the County.

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON**

RESOLUTION

No. _____

On Motion of Freeholder _____

Page 2

Seconded by Freeholder _____

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

1. The above recitals are hereby incorporated herein as though fully set forth at length
2. The Board hereby authorizes the County Executive Thomas A. DeGise, County Administrator Abraham Antun, Deputy County Administrator, Laurie Cotter or their lawfully appointed designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. The above referenced six (6) pieces of rolling stock specifically identified above are hereby declared eligible for transfer to municipalities by way of N.J.S.A. 40A:11-36 and N.J.S.A. 40A:12-21.
4. The appropriate County personnel are authorized to take any necessary action to eliminate these vehicles from the County Fleet and insurance roster.
5. This Resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli	✓				O'Dea	✓			
DiDomenico	✓				Rivas	✓			
Dublin	✓				Rivera	✓			
Liggio	✓				Chairperson Romano	✓			
Munoz	✓								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 18 day of Feb. A.D. 2013, the foregoing resolution was adopted with 9 members voting in the affirmative and 0 in the negative.

 _____, Clerk

APPROVED AS TO LEGAL FORM

BY: _____
DONATO J. BATTISTA
HUDSON COUNTY COUNSEL

Source: Roads & Public Property
RM/cam

SCHEDULE B

OFFICE OF EMERGENCY
MANAGEMENT

WATER TANKER TRUCK
PROCEDURES

MAINTENANCE AND
DISINFECTION

Hudson County

Office of Emergency Management



Water Tanker Truck Procedures

Maintenance & Disinfection

March 19, 2013

General Instructions

The following procedures are to be followed:

1. Available 24hrs. a day for emergency water distribution during water main breaks, related water system failure, or disasters.

The maintenance and purification procedures are as follows:

1. Tanker trucks are to be used for **POTABLE WATER ONLY**. Preferably water is to be taken from a hydrant listed on the “Preferred Hydrant Location Sheet” attached in this procedural manual or at the direction of a water company representative.
2. Tanker is to be closed and sealed (all valves and hatches secured in the closed position) prior to storage.
3. During storage, tanker is to be **chlorinated monthly** and documented on the attached “Chlorination Summary Log” in this procedural manual.

Monthly Purification Procedures

The following procedures are for monthly disinfection of the tanker trucks.

1. Tanker is to be placed on an incline near the designated hydrant for chlorination and filling. The truck is to be on a slight incline so that the drain valve at the rear of the tank is at the lower elevation to the tank. This will ensure complete drainage.
2. Be sure to flush hydrant to be used for several minutes or until water is clear.
3. Use only fire hose designated and stored for **POTABLE WATER**. This hose will be the only one used for filling the tankers.
4. Sanitize the tanker: **A 5% to 10% sodium hypochlorite (NaOCl) solution will be used for this procedure. Pour 3 gallons (384OZs) of NaOCl into the top hatch of the tank, followed by filling the tank to capacity (3,171 gal) with potable water. Let the solution remain in detention for 30 minutes. Discharge the entire tanker. Refill and rinse the tanker out with potable water.**
5. **(1 Gallon equals 128 oz.) NOTE: Some bleach manufacturers no longer have one gallon bottles; they have either reduced the bottle size to 96 oz. or 121 oz. bottles. Use either Four, 96oz bottles OR use Three, 121 oz. (concentrated formula) bottles per tank.**
6. Brush all fittings and fixtures with the NaOCl solution and secure in the closed position. Tanker can now be stored.
7. Document the **MONTHLY PURIFICATION PROCEDURES** performed on the attached "**Chlorination Summary Log Sheet**". **Maintain copies of this procedure and the chlorination Summary Log Sheet in the tanker at all times.**

Filling Procedures for Potable Water

The following procedure must be used prior to delivering the tanker truck for drinking use:

1. Be sure to flush hydrant to be used for several minutes or until clear. **Add 3 gallons (384 oz) OR Three, 121 oz. (concentrated formula) bottles** of sodium hypochlorite (NaOCl) through the top hatch of the tank. Fill tanker truck using dedicated 2 ½” fire hose from rear intake valve. Keep in retention for approximately 20 to 30 minutes.
2. **Discharge the entire tanker truck and rinse by refilling with potable water. Discharge the rinse water.**
3. Start filling tanker with 20-30 gallons of water.
 - Stop filling
 - Discharge water
 - Inspect discharged water for odor, clarity and particulates. If present, notify supervisor immediately.
4. Refill tanker completely.
5. Brush all fittings, valves and hatches with the NaOCl solution. Secure all valves and hatches in the closed position.
6. When transporting water, complete the “**Tanker Transport Document**” (attached) with the above information. **Maintain copies of this procedure and the “Tanker Transport Document” in the tanker at all times.**

Preferred Hydrant Location Sheet

- **Bayonne**
 -
- **East Newark**
 - 228 Grant Ave
 - Frank E. Rodgers Blvd. & Sherman Ave
- **Guttenberg**
 -
- **Harrison**
 - Essex St. between 1st and South Second Sts.
- **Hoboken**
 - Observer Highway & Washington St.
 - 14th St. & Willow Ave.
- **Jersey City**
 - 84 Hoboken Ave (36" main)
 - 2-28 Hill St.(36" main)
 - 559 Newark Ave. (36" main)
 - St. Paul's Ave. (36" main)
 - 867 Garfield Ave. (20" main)
 - 248 Westside Ave. (48" main)
- **Kearny**
 - Briederhoft St. (between Dukes & Tappan Sts.)
 - Bergen Ave. (between Newark/J.C. Tpk & R.R. Bridge)
 - Newark/J.C. Tpk. Near N.J. Transit Gate
 - Barczewski St. (Nearest dead end)
 - Kearny Ave & Washington St. (S/E corner)
 - Jacobus Ave.& 2nd St. (N/E corner)
- **North Bergen**
 -
- **Secaucus**
 - County Avenue at County Road
- **Union City**
 - Bergenline Avenue
- **Weehawken**
 -
- **West New York**
 -

Vehicle Operation

1. Perform a “walk-around” of the tanker to observe its overall condition. Note any damage. Check of overhead obstructions; check the wheel wells for obstructions.
2. As these tankers were purchased using Homeland Security Funds you are required to maintain a “**VEHICLE OPERATIONS LOG**”. The Log form is attached.
3. Turn battery switch to the “on” position, prior to entering the cab (See Figure 1).
4. Start the engine using the ignition key and “start” button (See Figure 2).
5. Wait for air brake pressure to build to at least 90 psi (See Figure 3).
6. Release parking brakes by pressing both knobs in (See Figure 4).
7. Place vehicle in gear (See Figures 5-6).
 - ❖ Clutch must be used when:
 - Shifting gears using gear shift lever.
 - When coming to a complete stop.
 - When starting from a stop

Once rolling forward to the point where the clutch is no longer needed, the transmission will automatically shift into higher gears.

**DO NOT EXCEED 25 MPH WHEN DRIVING
TANKER!!!! THERE IS A RISK OF OVERTURN!!!!**

FILL WITH POTABLE WATER ONLY!!!!

Tanker Operations

Hoses and fittings are in storage box on passenger side of vehicle (See Figure 13).

1. **To fill the tank from a hydrant**-hydrant should be flushed until water runs clear (may take several minutes).
 - Hook up three inch supply hose (white) from the hydrant to the fill fitting at the rear of the tank (See Figure 12) (to sanitize the tank for drinking purposes, refer to that separate tank sanitization procedure).
 - Ensure that the valve is open by placing the yellow handle in line with the piping.
2. **To dispense water from the rear valve**-open valve by placing the yellow handle in line with the piping (Figure 12). This allows only for a gravity fed discharge. This is where the **water dispensing manifold**, which is stored in the Hose Connection Storage Box, is attached to allow citizens to fill their containers during a water emergency.
3. **To dispense water from side valves** (See Figure 11)- place appropriate fittings on the side discharge valves.
 - Engage PTO pump (See Figure 8) and
 - Ensure the valve is open by placing the yellow handle in line with the piping (See Figure 11).
4. At the end of use the tank is to be emptied and the pump drained (See Figure 10). **Do not engage or run the pump empty of water.**
5. When storing-all valves and hatches must be in the closed position.

Index to Figures

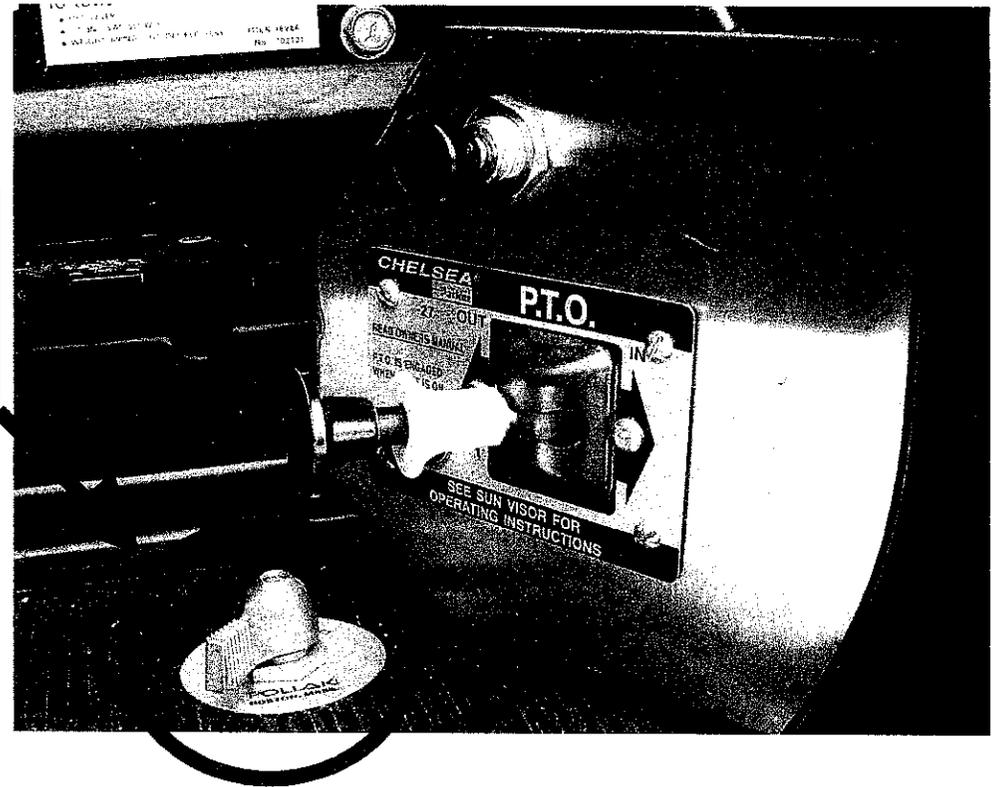
Master Battery Switch (Floor next to driver side seat).....	1
Ignition Switches (Left side of Dash).....	2
Air Brake Pressure Gauges (Center of Dash).....	3
Parking Brakes, Leveling Switches (Right side of Dash).....	4
Gear Shift (Center Console).....	5
Gear Indicator (Right side of Dash).....	6
Information Center (Right side of Dash).....	7
PTO Controls (Floor next to driver side seat).....	8
Idle Controls, PTO Speed Control (Right Dash).....	9
PTO Pump (In between cab and tank).....	10
Fire Department Hookup (In between cab and tank on both sides).....	11
Fill Valve (Rear of tank).....	12
Storage Box (Passenger side of tank).....	13

NO TANKER SHOULD BE DRIVEN OVER 25 MPH

Master Battery Switch

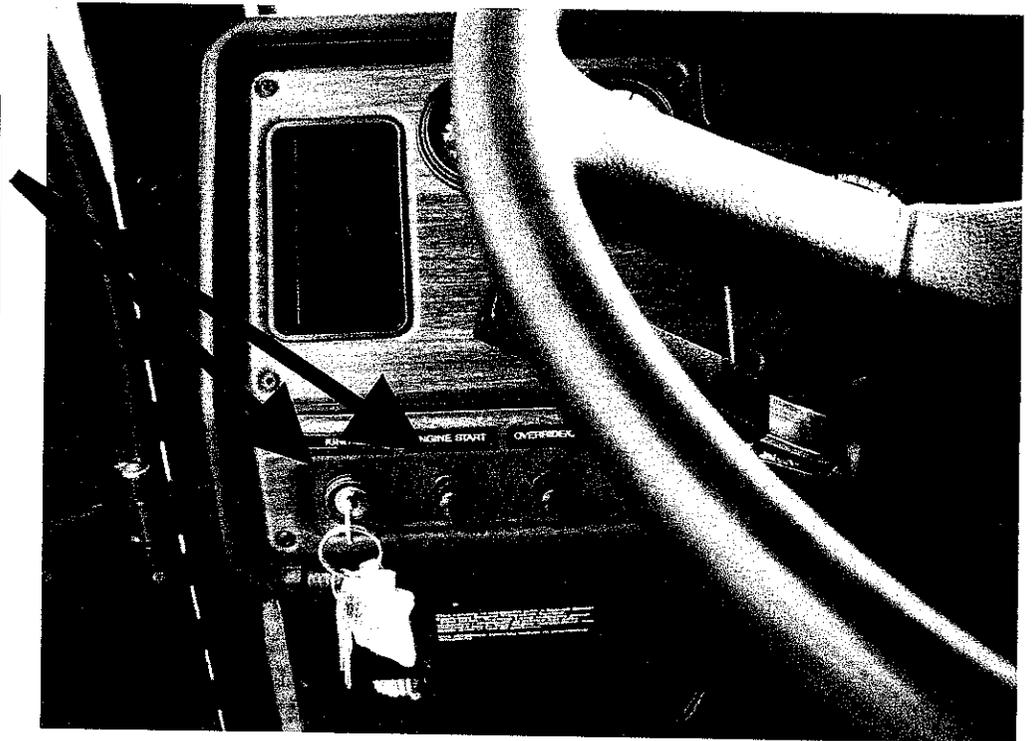
Switch selector to "on" position before attempting to start the vehicle.

Switch selector to "off" position after the truck is turned off.



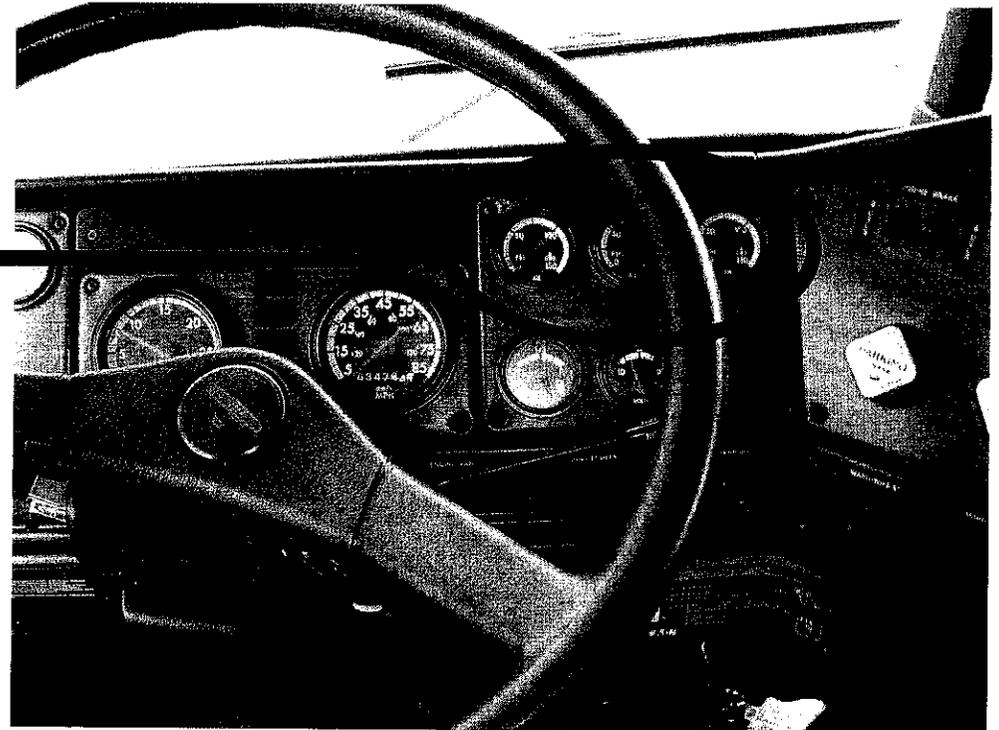
Ignition Switch

Ignition switch should be turned to the on position. Depress clutch. Then press the ignition button to start the motor.



Air Brake Gauges

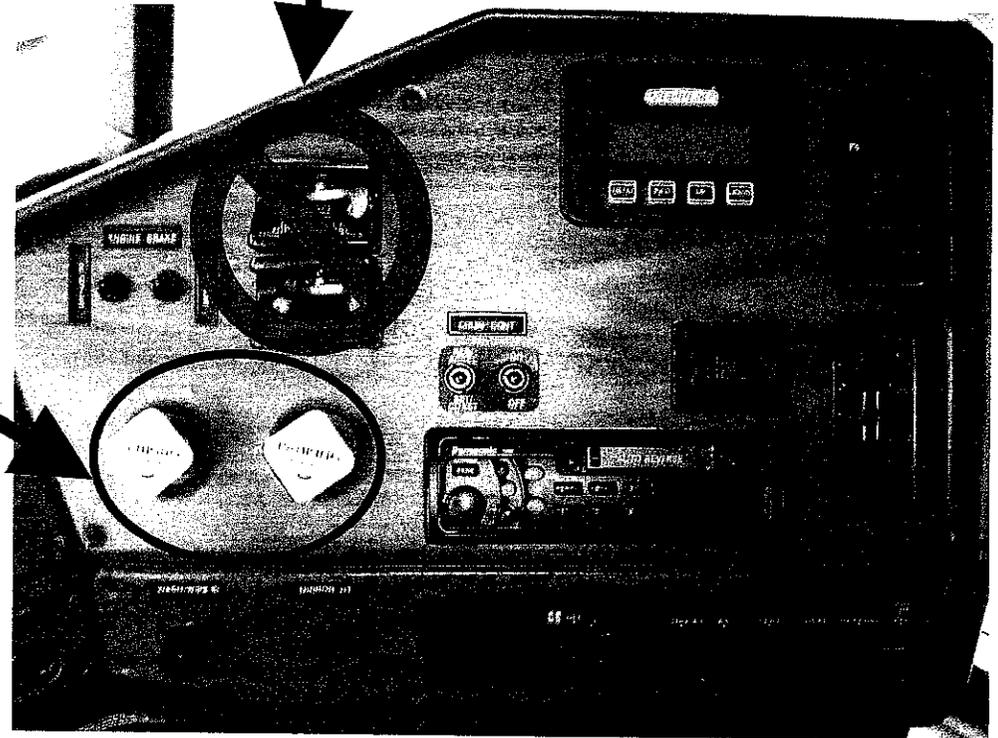
Gauges must read **AT LEAST 90 psi** before disengaging the parking brakes. A buzzer with sound when pressure has reached an adequate pressure.



Parking Brake

These switches control the air shocks and ride height. **Do Not** touch them as they should always be pushed all the way to the right.

Push **BOTH** in to release brake.
Pull **BOTH** out to engage brake



Gear Shift

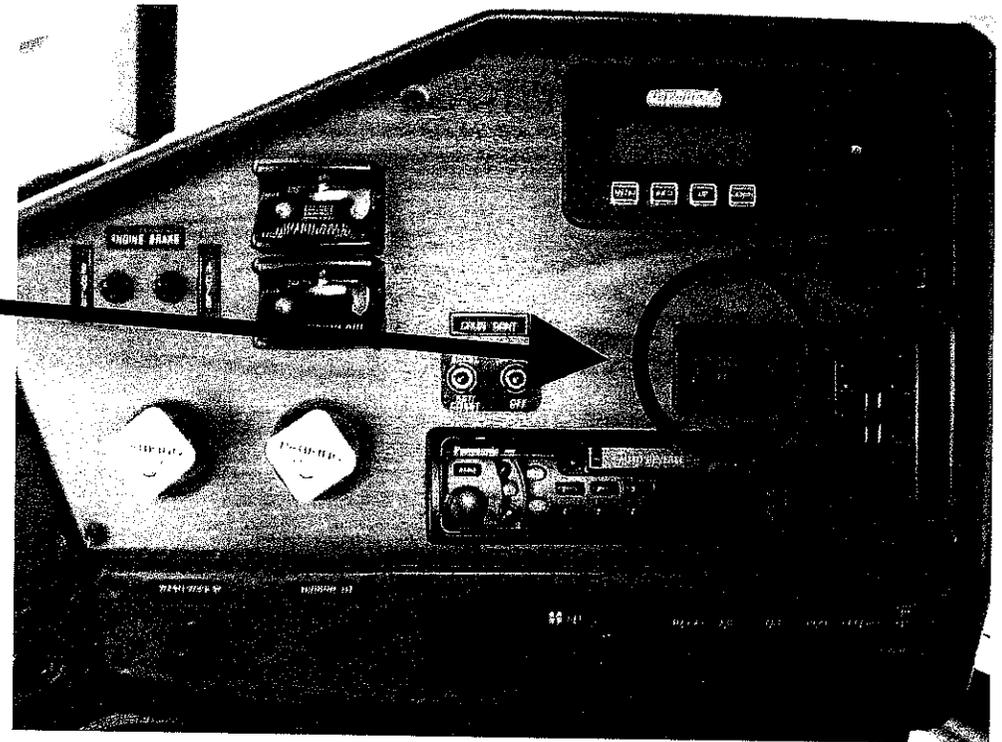
To engage the transmission put the shift lever into **D (Drive)**. The arrow buttons on the left side of the hand grip will allow you to manually shift forward gears once the lever is in drive.

Always first depress the clutch when shifting into drive and reverse as well as starting from and coming to a full stop as these gears are not automatic. Once the vehicle is moving, shifting through to taller gears will occur automatically.



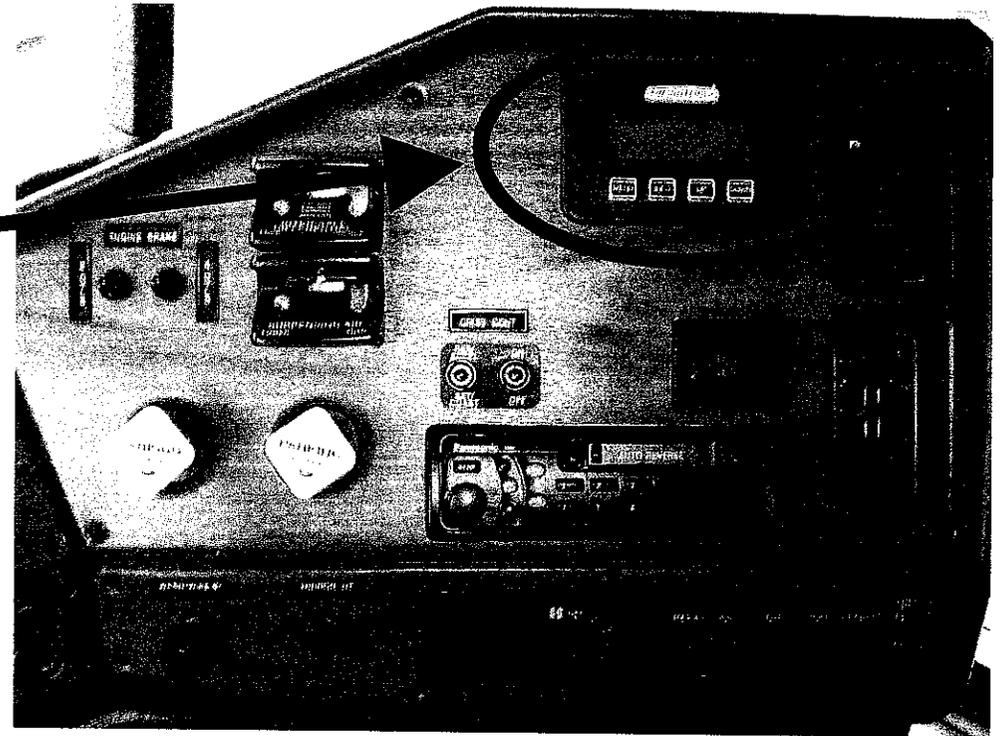
Gear Indicator

Tells you what gear the truck is in



Information Center

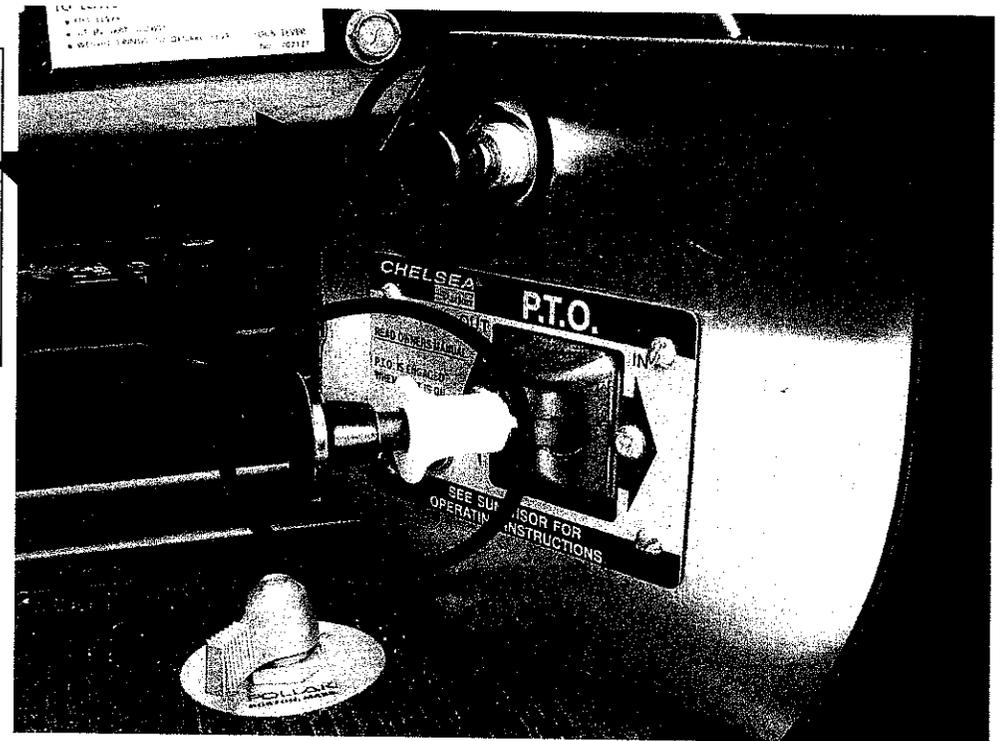
Information Center



PTO

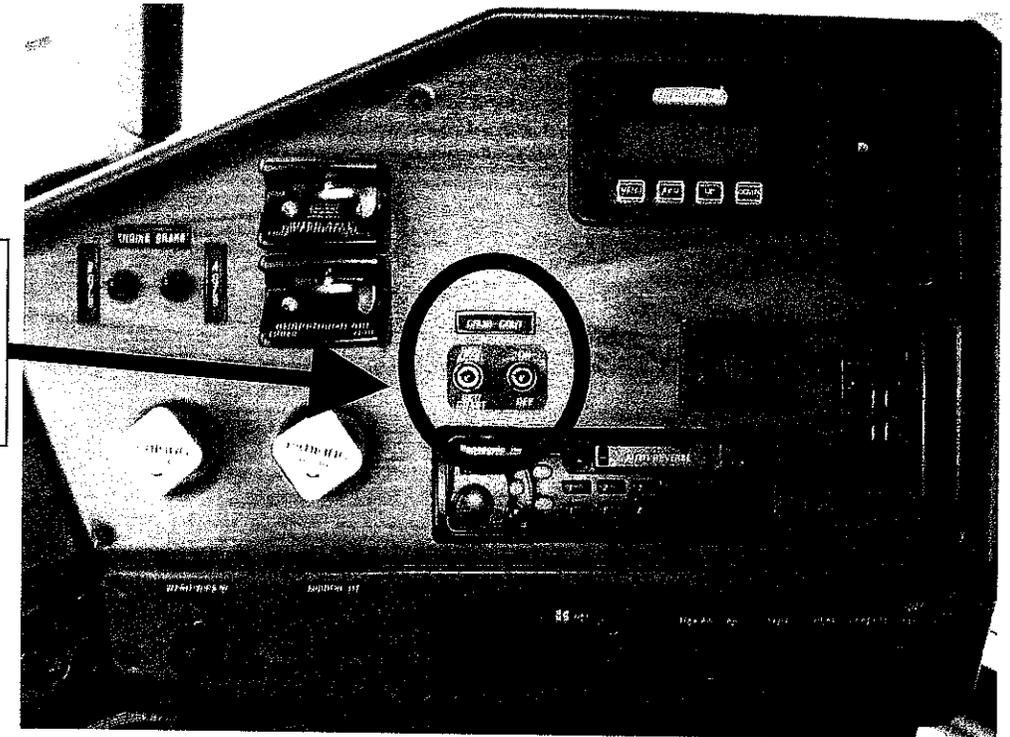
To engage the PTO, first press in clutch. Pull out black knob. Pull the yellow sleeve toward the red knob and push the red knob toward the drivers side door to the "IN" position to engage the PTO.

Ensure the clutch is depressed during the whole operation.



Idle Setting

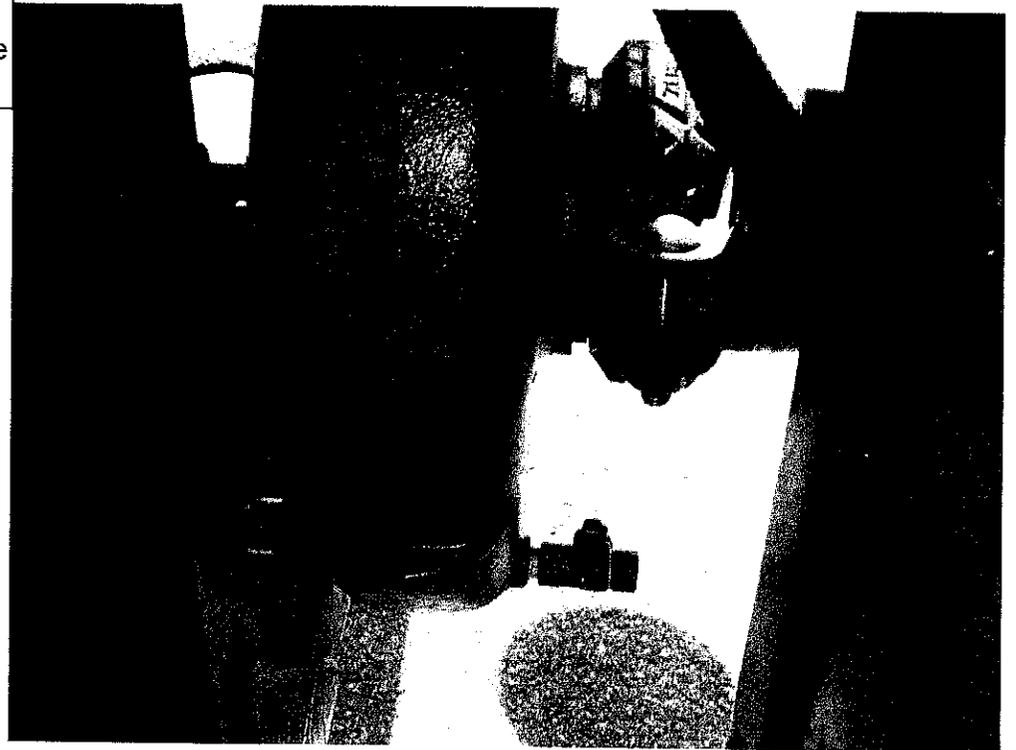
To increase idle and pressure for PTO first flip the power switch on (right switch).
Then toggle left switch up until you reach desired idle and pressure.



PUMP

When finished pumping the pump must be drained.

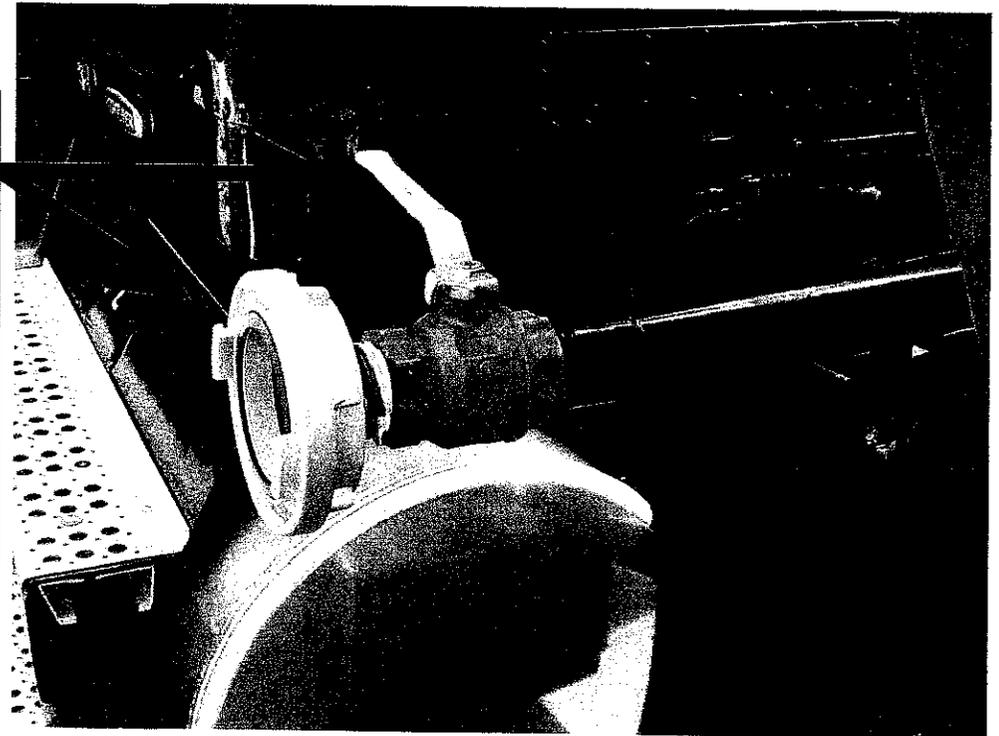
CAUTION: When storing, drain valve must be in the closed position.



Fire Department Hookup

This valve exists on both the driver and passenger side of the truck. Both valves operate the same way. Move the yellow handle in line with the supply piping and water will flow. Move the handle perpendicular to the piping and the valve will close. The connection is a 5" Storz ¼ turn quick connect for large diameter supply line. There is a 4" Storz adapter in the storage box mounted on the passenger side of the tanker.

CAUTION: When storing tankers, be sure to have the valve in the closed position.

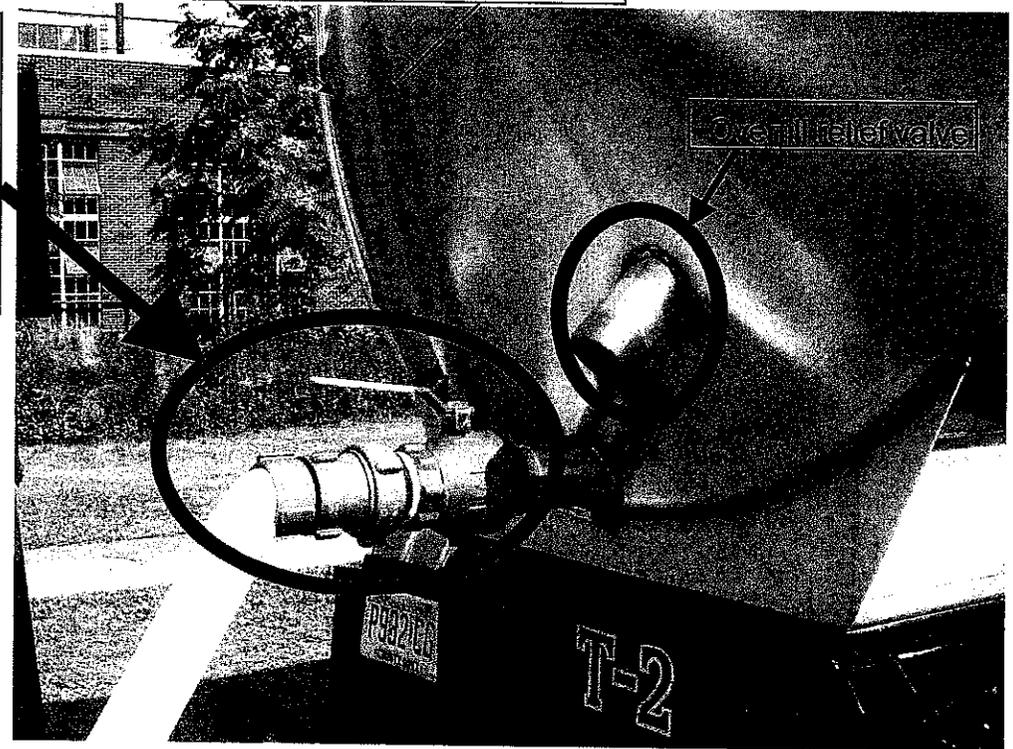


Fill Valve

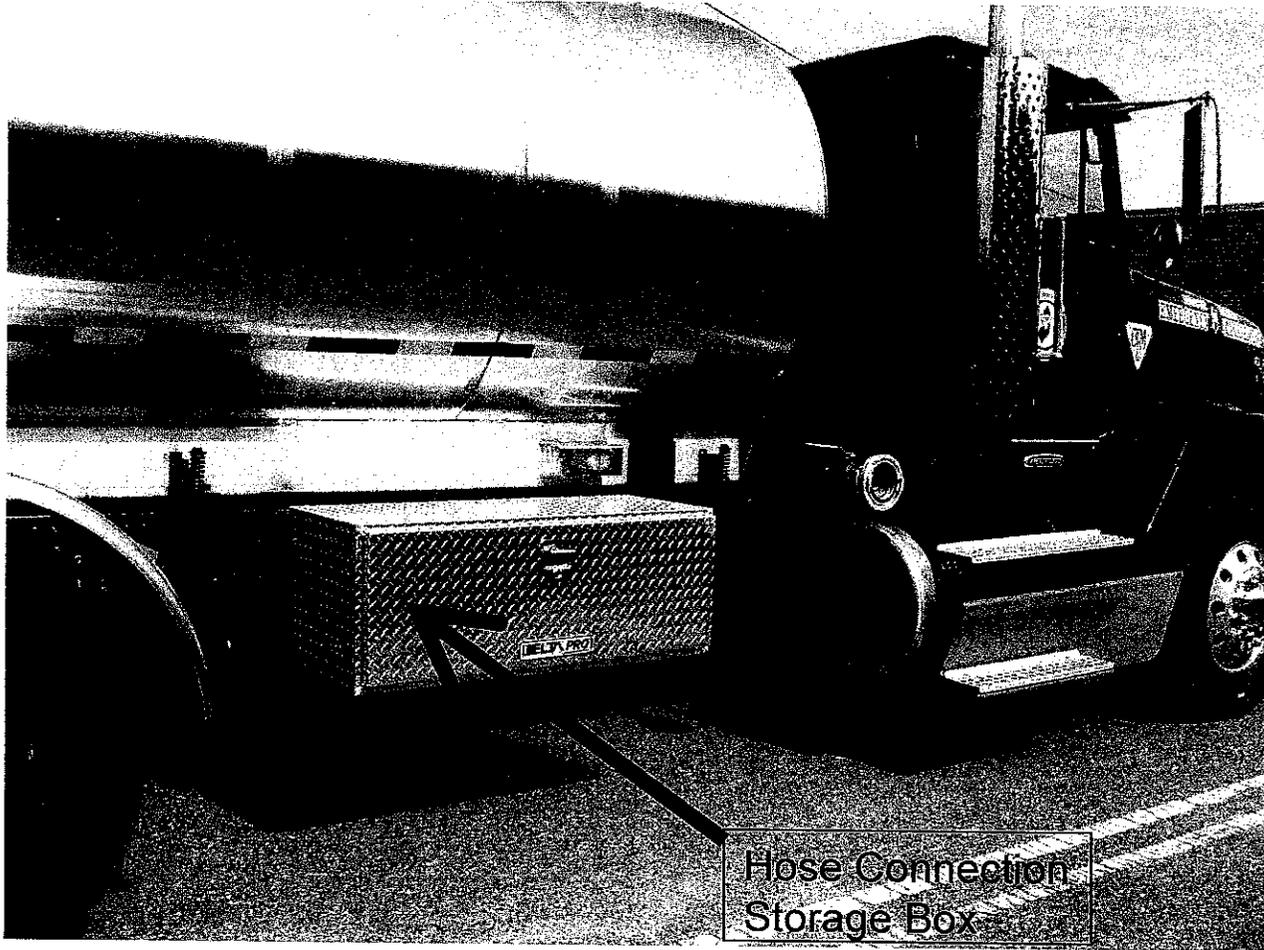
Tank Water Level Tube allows you to visually determine the level of water in the tank.

This is the water fill valve. To fill open valve by turning the yellow handle until it is in line with the piping. This is a 3" supply line run from the hydrant to the fill valve.

CAUTION: When storing tankers, be sure that the valves are in the closed position.

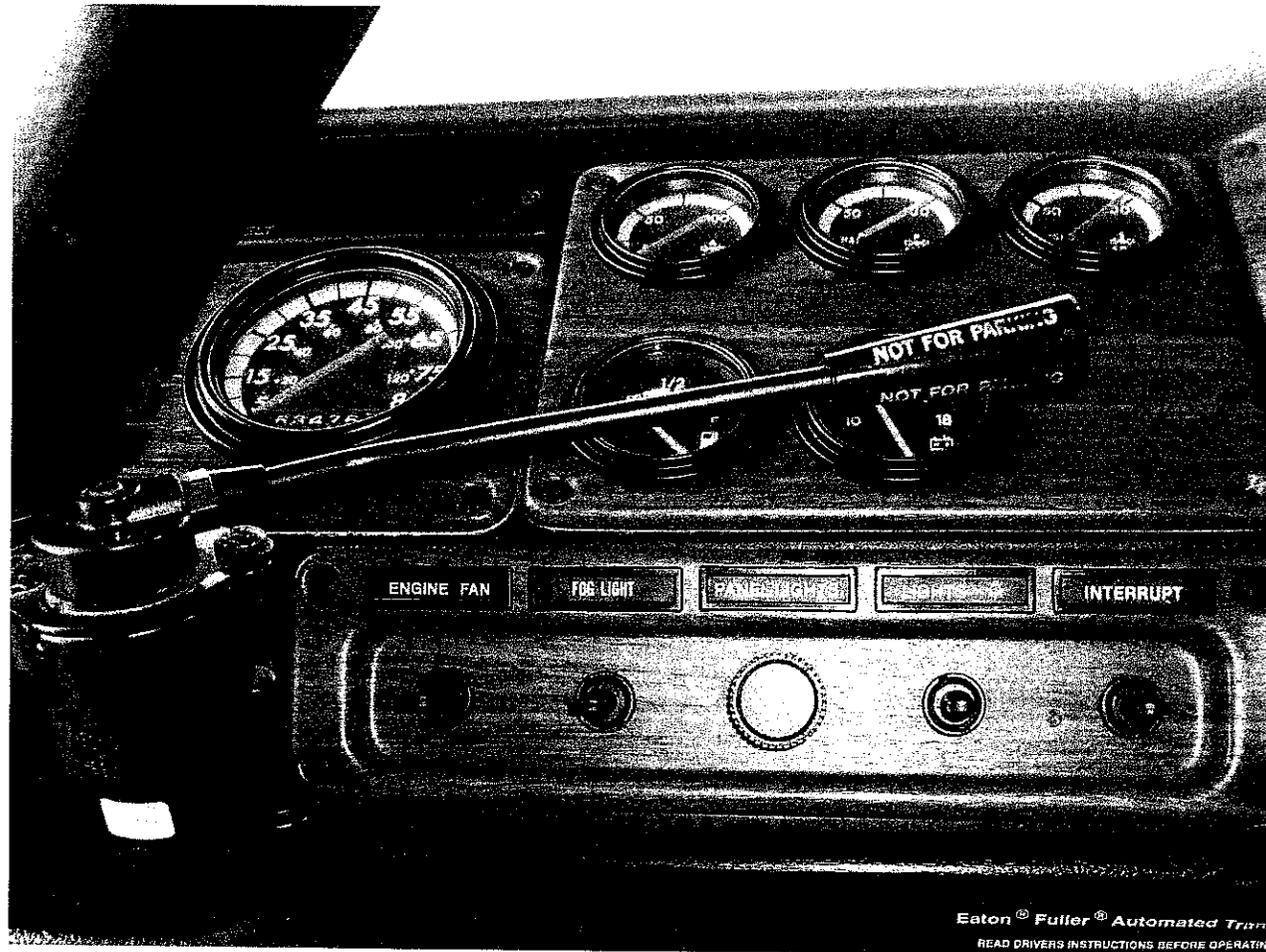


Storage Box



Hose Connection
Storage Box

Don't Touch This Lever.





Hudson County Office of Emergency Management
2013 Chlorination Summary Log



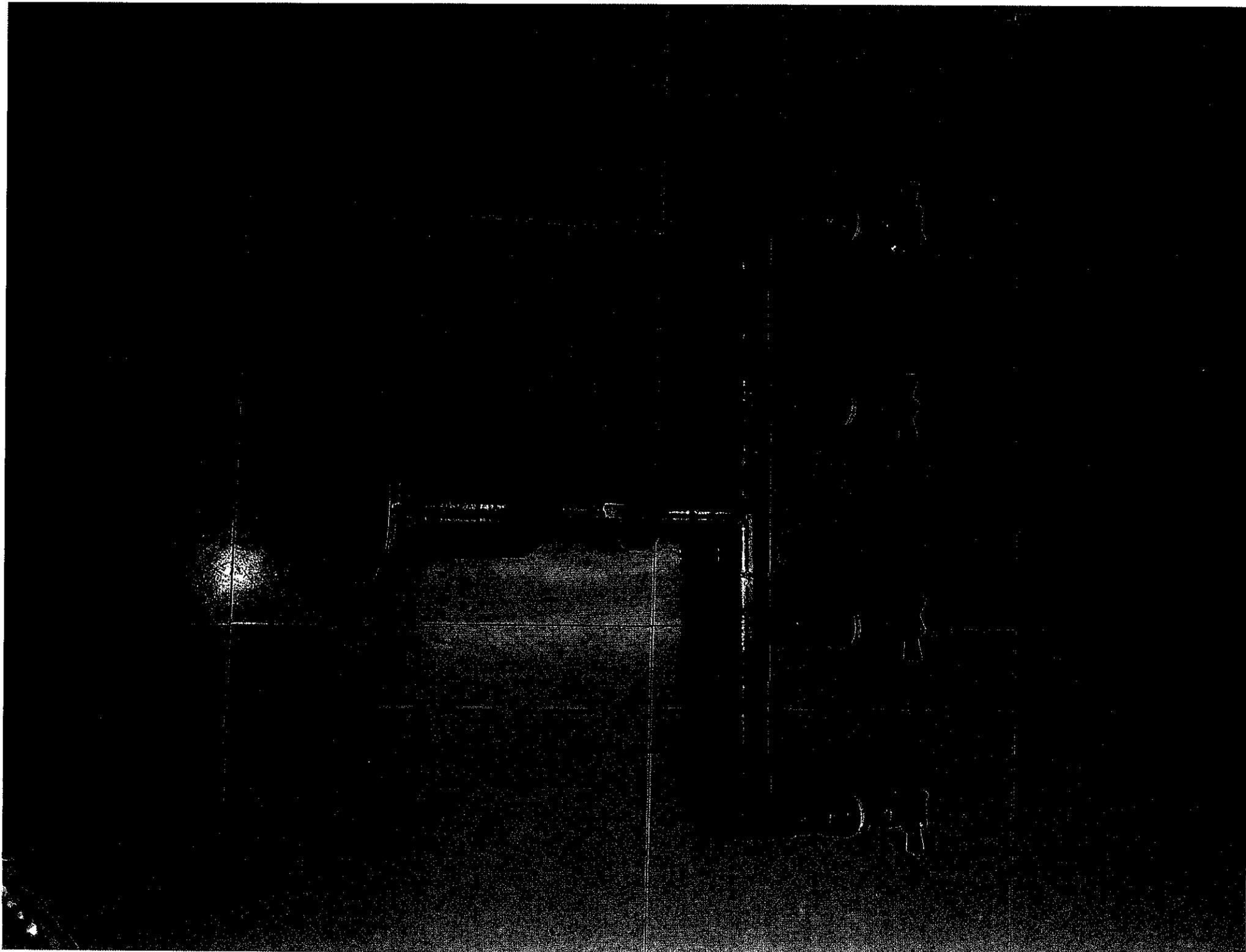
Tanker Truck # _____

Month	Date	% NaOCl Solution	Concentration (PPM)	Detention Time (Mins)	Fittings/Hatches		Employee Signature
					* (Y/N)	** (Y/N)	
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

* All fittings and hatches brushed with NaCOI solution

** All fittings and hatches secured in the closed position

Comments:



Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION FOR MEMBER PARTICIPATION
IN A COOPERATIVE PRICING SYSTEM:

A RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH THE CRANFORD POLICE COOPERATIVE

RESOLUTION NUMBER: _____

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Cranford Police Cooperative Pricing System (ID # 47-CPCPS), hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, the governing body of the City of Hoboken, County of Hudson, State of New Jersey hereby duly considers participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cranford Police Cooperative Pricing Resolution of the City of Hoboken

AUTHORITY

Pursuant to the provisions of *N. J.S.A. 40A:11-11(5)*, the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency, as attached hereto.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

CERTIFICATION

Meeting date: April 17, 2013

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa Longo
Corporation Counsel

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

COOPERATIVE PRICING SYSTEM AGREEMENT

CRANFORD POLICE COOPERATIVE PRICING SYSTEM

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this ____ day of _____, 2013, by and between the **Township of Cranford** and the **City of Hoboken**, who desire to participate in the Cranford Police Cooperative Pricing System.

WITNESSETH

WHEREAS, N.J. S.A 40A:11-11(5), specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the **Township of Cranford** is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include **police vehicles** and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the system publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made

thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. It is agreed that each participating contracting unit shall pay the Lead Agency an annual fee of \$0 as its estimated prorated share of the administrative costs incurred by the Lead Agency. In the event this estimated prorated share should prove insufficient, each party agrees to pay an additional prorated sum to be determined by all of the participating contracting units.
16. This Agreement shall become effective immediately upon the review and approval of the Director of the Division of Local Government Services and shall continue in effect until any party to this Agreement shall give written notice of its intention to terminate its participation.

17. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
18. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
19. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE TOWNSHIP OF CRANFORD

BY: _____
Joseph Hartnett, Township Administrator

ATTEST BY: _____

FOR THE CITY OF HOBOKEN

BY: _____

ATTEST BY: _____

Introduced By: _____

Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO.:**

**RESOLUTION AUTHORIZING AMENDMENT OF THE CONTRACT WITH REMINGTON
AND VERNICK ENGINEERS FOR ENGINEERING AND DESIGN SERVICES RELATING TO
1600 PARK AND HOBOKEN COVE**

WHEREAS, Remington and Vernick is the City's General Engineer for the 1600 Park and Hoboken Cove projects; and,

WHEREAS, in the course of their construction work, it has been determined that a Geotechnical Investigation Service is required; and,

WHEREAS, the City would like Remington and Vernick to provide the Geotechnical Investigation Services, and said services require the City to **increase** the contract sum in the amount not to exceed Nineteen Thousand Eight Hundred Nine Dollars (\$19,890.00); and,

WHEREAS, Remington and Vernick Engineers is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, #DR-154 (codified as §20A-11 et seq. of the Code of the City of Hoboken) and the affirmative action contract compliance requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.; and,

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

WHEREAS, funds are available for this purpose.

I, George, DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$19,890.00 is available in the following appropriations T-26-56-850-851; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (a majority of the whole Council concurring) that the professional service contract between the City of Hoboken and Remington and Vernick Engineers be **amended** as described in Remington and Vernick's April 12, 2013 proposal letter to the City, ***attached hereto***; and,

BE IT FURTHER RESOLVED that said amendment shall be for an increase in the not to exceed amount in the sum of Nineteen Thousand Eight Hundred Ninety Dollars (\$19,890.00); and,

BE IT FURTHER RESOLVED that the term of the agreement shall be through June 30, 2013; and,

BE IT FURTHER RESOLVED that the remainder of the original and previously amended contract terms shall continue unchanged; and,

Introduced By: _____

Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO.:**

**RESOLUTION AUTHORIZING AMENDMENT OF THE CONTRACT WITH REMINGTON
AND VERNICK ENGINEERS FOR ENGINEERING AND DESIGN SERVICES RELATING TO
1600 PARK AND HOBOKEN COVE**

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REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Bilbaugh, BA, MPA

SENIOR ASSOCIATES
John J. Cantwell, PE, PP, CME
Alan Dittenhofer, PE, PP, CME
Frank J. Senay, Jr., PE, PP, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME, LEED
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Falola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

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232 Kings Highway East
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(856) 795-1882 (fax)

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(732) 591-2815 (fax)

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& Walberg Engineers
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Pittsburgh, PA 15205
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(412) 263-2210 (fax)

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Newark, DE 19702
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(302) 266-6208 (fax)

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(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

April 12, 2013

Quentin Wiest, Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

RE: City of Hoboken
Geotechnical Services & Survey Monitoring
1600 Park Turf Field Construction
Our File: 0905T015

Dear Mr. Wiest:

As had been verbally discussed at the project meeting on Friday, April 5, 2013 and provided by e-mail on Monday April 8, 2013, our office provided an apples to apples cost and scope for comparison to the geotechnical services change order as proposed by The LandTek Group, Inc.

Since that time, we have had the opportunity to discuss the geotechnical investigation needs with experts in our office more thoroughly. Our office believes that the below summarizes the immediate investigation needs in order for the City to make informed decisions on the 1600 Park project.

Based on this information, we offer the below scope and fee for the additional professional services to be performed for the 1600 Park site.

Complete three (3) borings with grouting on the 1600 Park site in order to determine potential settlement associated with increased grades along the athletic field area and slide hill as well as to provide a geotechnical report and advise as to foundation requirements associated with the Musco lighting poles, field netting poles and restroom building.

1. The three (3) borings shall be conducted to a depth of 75 feet or to refusal, whichever occurs first to obtain the necessary soil samples to perform consolidation testing.
2. Our office shall coordinate, schedule & lay-out boring locations and provide a boring location plan, be present for test boring inspection during drilling operations, draft test boring logs, review soil samples, revise boring logs and assign lab testing.

t:\municipal\hoboken\015 1600 park and hoboken cove park design\construction phase\correspondence\geotechnical services scope 1600 park.doc

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3. Our office will evaluate the lab data, perform engineering analyses and provide recommendations from a geotechnical point of view which will be presented in a geotechnical report.
4. Outside of the geotechnical services and foundation design recommendations, our office will conduct four (4) land survey visits to the site over weekly intervals to monitor wall elevations.

This proposal of services includes the outside services for associated drilling and lab testing as specified.

Lab testing and sampling details:

- Normal sampling in the soil overburden in the test borings will be done at intervals of two (2) feet for the first ten (10) feet and at five (5) feet intervals thereafter with a 2-inch O.D. split-spoon sampler. Three (3) intact, "undisturbed" samples of soft or cohesive soil strata will be obtained using a 3-inch O.D. thin-walled tube sampler.
- Laboratory testing will include two (2) one dimensional consolidation tests using method A with an intermediate rebound. In addition to the two consolidation tests, index testing will be performed on the recovered soil samples to determine the necessary soil properties required to for our engineering analysis.
- NJDEP Permits
- Three (3) Shelby tube extraction
- Two (2) Consolidation - Method A with intermediate rebound
- Six (6) Atterberg Limits with moisture content
- Three (3) Organic content
- Ten (10) Moisture content

The total estimated cost of services: \$19,890.

We are prepared to begin work on the additional scope as soon as authorization is received from your office.

Exclusions

All services not specifically listed above are excluded from our scope of services.

T-26-56-850-851

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 **\$ 6,520.23**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Schneck Law Group LLC 301 South Livingston Ave Suite 105 Livingston, NJ 07039	207/11	827-831 Bloomfield St	2011	\$6,520.23

Meeting: April 17, 2013

Approved as to Form:

CORPORATION COUNSEL

SHARON CURRAN

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 **\$ 22,726.40**

<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 Ft. Worth, Tx 76161-0230	30/22	114 Adams St	1/13	\$ 3,384.37
Wells Fargo Home Mort. MAC X2302-04D, Tax Dept 1 Home Campus Des Moines, IA 50328	84/17/C004A	726 Adams St	1/13	\$ 1,650.63
Fortunato, Sandra 800 Jackson St #314 Hoboken, NJ 07030	86/1/C0314	800-830 Jackson St	4/12	\$ 114.65
MacWhannell, Piers & Adrienne 1034 Clinton St #102 Hoboken, NJ 07030	155/5/C0102	1026-34 Clinton St	2/12	\$ 2,056.34
Abraxas Abstract, Inc 366 Passaic Ave Nutley, NJ 07110	184/30/C0001	928 Garden St	1/13	\$ 1,662.50
Boiling Springs Savings 25 Orient Way Rutherford, NJ 07070	194/21	735 Garden St	1/13	\$ 4,328.44
Chase (OH4-7326) 3415 Vision Drive Columbus, OH 43219	207/15	839 Bloomfield St	4/12	\$ 3,498.24

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Hurley, Brenda & Roger Foreman 911 Bloomfield St Hoboken, NJ 07030	208/2.02	911 Bloomfield St	1/13	\$ 3,859.37
Chase Att: Refund Dept P O Box 961227 Ft. Worth, TX 76161	261.03/1/C0544	1125 Maxwell Ln	2/12	\$ 2,056.34
Chase Att: Refund Dept P O Box 961227 Ft. Worth, TX 76161	261.03/1/CP340	1125 Maxwell Ln	2/12	\$ 115.52

Meeting April 17, 2013

Approved as to Form:

CORPORATION COUNSEL

Sharon Curran

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council special meeting of Jan. 2, 2013 and Feb. 6, 2013 and regular meetings of Jan. 2, 2013, Feb. 6, 2013 and Feb. 20, 2013 have been reviewed and approved as to legal form and content.

Approved as to form:

Meeting Date: April 17, 2013

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

Sponsored by: _____
Seconded by: _____

Resolution No.

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY
APPROPRIATIONS FOR THE CY2013 BUDGET**

WHEREAS, an emergent condition has arisen in that the City of Hoboken is expected to enter into contracts, commitments or payments prior to the adoption of the CY2013 budget and no adequate provision has been made in the CY2013 temporary appropriation for the aforesaid purposes; and

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

WHEREAS, the total emergency temporary appropriation resolutions adopted in CY2013 pursuant to the provisions of N.J.S.A. 40A:4-20 including this resolution total \$40,000.00 for Current Expenses and \$-0- for the Parking Utility.

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

1. Emergency temporary appropriations be and the same are hereby made as follows:

Fire Safety Equipment	\$40,000.00
-----------------------	-------------

2. Said emergency temporary appropriations will be provided for in the CY2013 budget
3. That one copy of this resolution be filed with the Director, Division of Local Government Services.

MEETING: April 17, 2013

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

REVEIWED BY:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa Longo
Corporation Counsel

Sponsored by: _____
Seconded by: _____

Resolution No.

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY
APPROPRIATIONS FOR THE CY2013 BUDGET**

WHEREAS, an emergent condition has arisen in that the City of Hoboken is expected to enter into contracts, commitments or payments prior to the adoption of the CY2013 budget and no adequate provision has been made in the CY2013 temporary appropriation for the aforesaid purposes; and

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

WHEREAS, the total emergency temporary appropriation resolutions adopted in CY2013 pursuant to the provisions of N.J.S.A. 40A:4-20 including this resolution total \$1,040,000.00 for Current Expenses and \$-0- for the Parking Utility.

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

1. Emergency temporary appropriations be and the same are hereby made as follows:

Anticipated Terminal Leave Appropriation	\$1,000,000.00
--	----------------

2. Said emergency temporary appropriations will be provided for in the CY2013 budget
3. That one copy of this resolution be filed with the Director, Division of Local Government Services.

MEETING: April 17, 2013

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

REVEIWED BY:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Mellissa Longo
Corporation Counsel

Amendment A

	From	To	Change
Revenue			
Added Grants	\$ -	\$ 49,406.50	\$ 49,406.50
Surplus Anticipated	\$ 9,830,000.00	\$ 9,829,437.79	\$ (562.21)
	<u>\$ 9,830,000.00</u>	<u>\$ 9,878,844.29</u>	<u>\$ -</u>
Appropriations			
Overexpenditure of Grant	\$ -	\$ 18,259.79	\$ 18,259.79
Added Grants	\$ -	\$ 49,406.50	\$ 49,406.50
Interest on Notes	\$ 665,915.00	\$ 720,253.00	\$ 54,338.00
Group Health Insurance	\$ 16,549,005.00	\$ 16,472,005.00	\$ (77,000.00)
Employee Health Waiver	\$ -	\$ 30,000.00	\$ 30,000.00
Fire OE	\$ 297,170.00	\$ 306,010.00	\$ 8,840.00
S&W-Business Administrator	\$ 526,085.00	\$ 491,085.00	\$ (35,000.00)
	<u>\$ 18,038,175.00</u>	<u>\$ 18,087,019.29</u>	<u>\$ 48,844.29</u>

Amendment B

	From	To	Change
Revenue			
Added Grants	\$ -	\$ 49,406.50	\$ 49,406.50
Surplus Anticipated	\$ 9,830,000.00	\$ 9,829,437.79	\$ (562.21)
Local Tax for Municipal Purposes	\$ 50,832,620.29	\$ 51,832,620.29	\$ 1,000,000.00
	<u>\$ 60,662,620.29</u>	<u>\$ 61,711,464.58</u>	<u>\$ -</u>
Appropriations			
Overexpenditure of Grant	\$ -	\$ 18,259.79	\$ 18,259.79
Added Grants	\$ -	\$ 49,406.50	\$ 49,406.50
Interest on Notes	\$ 665,915.00	\$ 720,253.00	\$ 54,338.00
Group Health Insurance	\$ 16,549,005.00	\$ 16,472,005.00	\$ (77,000.00)
Employee Health Waiver	\$ -	\$ 30,000.00	\$ 30,000.00
Fire OE	\$ 297,170.00	\$ 306,010.00	\$ 8,840.00
Terminal Leave	\$ 500,000.00	\$ 1,500,000.00	\$ 1,000,000.00

S&W-Business Administrator	\$ 526,085.00	\$ 491,085.00	\$ (35,000.00)
	<u>\$ 18,538,175.00</u>	<u>\$ 19,587,019.29</u>	<u>\$ 1,048,844.29</u>

Introduced By: _____
Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO.:**

RESOLUTION AUTHORIZING Utilization of the fee waiver provisions under Hoboken general code section 86-3(H)(1) for and on behalf of the Hoboken Charter School's construction permit fees relating to the reconstruction of the school as a result of the September 6, 2012 fire

WHEREAS, the City of Hoboken has allowed for construction fee waivers to certain groups, pursuant to Hoboken General Code § 86-3; and,

WHEREAS, the construction fee waivers available under Code § 86-3(H)(1) have been requested by the Hoboken Charter School, which is a non-profit educational entity, in response to their need to obtain construction permits and certificates to reconstruct the school as a result of the fire which occurred at the school on September 6, 2012; and,

WHEREAS, it is clear that Hoboken Charter School does not fall into the category of entities which are automatically granted a waiver under Code § 86-3(H)(1), however, the City wishes to provide them with the benefits of the waivers allowable under that section in an attempt to assist them in reopening the school for the benefit and general welfare of the City and its residents; and,

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Hoboken acknowledges that the Hoboken Charter School does not fall into the category of development which is automatically granted a construction fee waiver under Hoboken General Code § 86-3(H)(1); however, the City Council hereby extends the construction fee waivers allowable under Hoboken General Code § 86-3(H)(1) to the Hoboken Charter School as a result of the unfortunate circumstances that occurred, given the non-profit educational status of the school.

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

Meeting date: April 17, 2013

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

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest, Business Administrator

Mellissa Longo, Corporation Counsel

**RESOLUTION OF RECOMMENDATION TO THE GOVERNING BODY FOR
AN ORDINANCE TO AMEND, SUPPLEMENT, AND REVISE CHAPTER 44
LAND USE PROCEDURES UPDATING AND CONSOLIDATING THE
PROCESSES AND PROCEDURES FOR LAND USE BOARDS**

WHEREAS, in accordance with N.J.S.A. 40:55D-62(a), the Governing Body is required to submit ordinances to the Planning Board for review and comment; and

WHEREAS, the City of Hoboken is seeking to comprehensively update and amend Chapter 44 Land Use Procedures, making the chapter more concise and user friendly; and

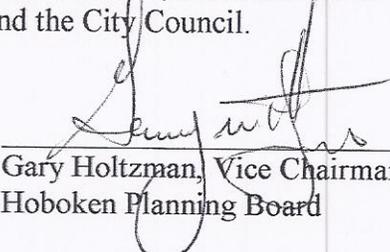
WHEREAS, the governing body agreed to the consolidation of all Planning Board and Zoning Board of Adjustment processes and procedures into a single location within the code; and

WHEREAS, the governing body is seeking to correct any inconsistencies in the Ordinance to assure that the content of the chapter properly reflects the Municipal Land Use Law and the Master Plan of the City of Hoboken; and

WHEREAS, on March 5, 2013, the Planning Board held a public hearing and discussed the amendments to Chapter 44; and

NOW, THEREFORE BE IT RESOLVED, the Board recommends adoption of Chapter 44 Land Use Procedures updating and consolidating the processes and procedures for land use Boards; but recommends that Section 107(a) be modified to add at the end of the last sentence after the word secretary of the Board, "in consultation with the Board's professionals and the applicable municipal commissions;" and

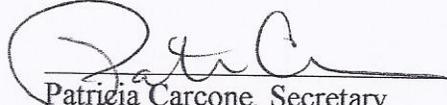
NOW, THEREFORE BE IT FURTHER RESOLVED, that this resolution be forwarded to the Honorable Mayor Dawn Zimmer and the City Council.


Gary Holtzman, Vice Chairman
Hoboken Planning Board

3/8/13

CERTIFICATION

I hereby certify this to be a true and accurate copy of the resolution adopted by the Hoboken Planning Board, Hudson County, New Jersey, at a public meeting held on March 5, 2013.


Patricia Carcone, Secretary
Hoboken Planning Board

The vote on the motion
to approve this application
was as follows:

The vote on the resolution to
approve this memorialization
was as follows:

Yes:

Yes: 9

No:

No: 0

Absent:

Absent: 2

CITY OF HOBOKEN

Department of Community Development



DAWN ZIMMER
Mayor

BRANDY FORBES
Director

MEMORANDUM

DATE: March 14, 2013

TO: Hoboken City Council

CC: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

FROM: Brandy Forbes, Community Development Director *BF*

RE: An Ordinance Amending Chapter §44 (Land Use Procedures) Updating and Consolidating the Processes and Procedures for Land Use Boards – On for Reintroduction

At the February 20, 2013 City Council meeting, the above noted ordinance was introduced. The Planning Board did review the proposed revisions to the ordinance and had one recommendation (see enclosed Planning Board resolution dated March 5, 2013). As well, a correction was noticed regarding the start of the review time clock. Corporation Counsel's office reviewed these two changes and has determined that both are substantive in nature. The Council subcommittee reviewing the ordinance agreed to make the recommended revisions and have the revised ordinance on for introduction at the March 20, 2013 City Council meeting. The substantive changes noted above are highlighted on the ordinance in your packets so you can easily see the language that has changed from the prior introduced ordinance.

This memo is to provide a reminder as to the purpose of this amendment and perhaps address some of the questions you may have regarding the ordinance.

Chapter 44 is the administrative chapter for the land use boards; Planning Board and Board of Adjustment. The chapter establishes the boards and officially adopts standards and procedures, as set forth by the New Jersey Municipal Land Use Law (MLUL). This amendment is a comprehensive update to Chapter 44 Land Use Procedures, making the chapter more concise and user friendly, and consolidating all Planning Board and Zoning Board of Adjustment processes and procedures into a single location within the code. The ordinance corrects inconsistencies and cleans up changes that have occurred over the years to assure that the content of the chapter properly reflects the MLUL and the Master Plan of the City of Hoboken.

This chapter will pull together, in one place, all administrative and procedural items related to the Planning Board and Zoning Board of Adjustment. Having all related information in one place makes the code easier for residents to use and understand. Here are some of the key components to the ordinance amendment:

- This amendment does not convey any additional powers to the boards that are not statutorily set forth in the MLUL.
- The make-up of regular and alternate members on each board remains the same as amended by the City Council in 2009. The Council is the appointing authority for the Board of Adjustments and the Mayor is for the Planning Board.
- The fee and escrow structure remains the same as amended by the City Council in 2010.
- Currently, establishment and administration of the Board of Adjustment can be found in both chapters 44 and 196 (Zoning Code). There is no reason for the Board of Adjustment to appear in chapter 196. This amendment removes the board section from the Zoning Code, and consolidates all elements of the board's administration to chapter 44. By doing this we eliminate redundancy and some inconsistencies in the code.
- The current section concerning appeals (Article IV) is retained but relocated as a subsection of Article II Zoning Board of Adjustment. The appeals addressed in this section are those appeals of a Board of Adjustment decision to the City Council. This appeal process does not apply to decisions of the Planning Board; therefore it was moved from the general chapter to the Board of Adjustment section.
- The Planning Board and Zoning Board of Adjustment sections mirror each other in format, with consistent language used from one to the other where appropriate.
- Several redundancies from the Planning Board and Zoning Board of Adjustment sections have been eliminated by amending the "Provisions Applicable to Both" section. Such matters as meetings, minutes, application procedures, fees and escrow, hearings, notice requirements, decisions, publication of decisions, and dismissal of inactive applications, which are common to both boards are spelled out here to assure consistency of administrative procedures.
- The other key element to this amendment is the introduction of a new application and checklists. The checklists have been split up into application types; subdivision, site plan, variances and conditional use. By making the checklists type specific, the applicant has a more focused list of requirements to meet and documents to provide when filing an application; and eliminates documents that are unnecessary. The application has been converted to an electronic form that can be filled out on line; it has also been reduced from 14 pages to 6 by eliminating redundancy.
- The chapter, application and checklists have already been reviewed by the Planning Board Planner, Engineer and Attorney who enthusiastically support their adoption.

Please email me at bforbes@hobokennj.org and copy Business Administrator Wiest at qwiest@hobokennj.org with any additional questions regarding the proposed ordinance amendment.

Sponsored by: _____

Seconded by: _____

City of Hoboken
Ordinance No.: _____

AN ORDINANCE AMENDING CHAPTER §44 (LAND USE PROCEDURES) UPDATING AND CONSOLIDATING THE PROCESSES AND PROCEDURES FOR LAND USE BOARDS

WHEREAS, the City Council wishes to update administrative procedures for the Planning Board and Zoning Board of Adjustment to assure consistency with the city's land use goals set forth in the Master Plan; and

WHEREAS, the consolidation of administrative procedures for the Planning Board and Zoning Board of Adjustment to a single location (chapter) within the Municipal Code is a matter of significant convenience for residents of the City of Hoboken and to users of the Municipal Code.

Now, **THEREFORE**, be it ordained by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

SECTION ONE: AMENDMENT

Chapter 44, Land Use Procedures, of the Code of the City of Hoboken is hereby amended as follows; deletions to the current ordinance are noted in ~~strike through~~, additions to the current ordinance are noted in underline.

Chapter 44. LAND USE PROCEDURES

Article I. Planning Board

§ 44-101. Establishment; ~~e~~Composition.

A. Members. There is hereby established a Planning Board of pursuant to P.L. 1975, c. 291, in the City of Hoboken, ~~a Planning Board of~~ nine members ~~consisting of the following four classes~~ in accordance with the provisions of N.J.S.A. 40:55D-23:

- (1) One (1) Class I member; the Mayor or the Mayor's designee in the absence of the Mayor;
- (2) One (1) Class II member; ~~one of the~~ an officials of the municipality, other than a member of the governing body, to be appointed by the Mayor;
- (3) One (1) Class III member; a member of the governing body to be appointed by it; and
- (4) Six (6) Class IV members; ~~six other~~ citizens of the municipality to be appointed by the Mayor.

~~(3) The members of Class IV shall hold no other municipal office, position or employment. For purposes of this section, membership on a municipal board or commission whose function is advisory in nature and the establishment of which is discretionary and not required by statute shall not be considered the holding of municipal office.~~

~~(4) Alternate members.~~

B. Alternate members.

- (1) ~~Not more than~~ Two alternate members, who ~~shall~~ meet the qualifications of Class IV members, ~~may~~ shall be appointed by the Mayor. Such alternate members shall be designated, at the time of

appointment, as "Alternate No. 1" and "Alternate No. 2." ~~The terms of the alternate members shall be for two years, except such terms shall be such that the term of not more than one alternate member shall expire in any one year; provided, however, that in no instance shall the term of the alternate member first appointed exceed two years. A vacancy occurring otherwise than by expiration of term shall be filled by the Mayor for the unexpired term only.~~

- (2) Alternate members may participate in discussions of the proceedings but may not vote, except in the absence or disqualification of ~~any~~ a regular member of ~~the regular~~ any class. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.

C. Substitute members. If the Planning Board lacks a quorum because regular or alternate members are prohibited from acting on a matter due to the member's personal or financial interest therein, regular members of the Zoning Board of Adjustment shall be called upon to serve as substitute members in accordance with N.J.S.A. 40:55D-23.2.

D. Class IV members shall hold no other municipal office, position or employment.

§ 44-102. Terms of ~~e~~Office.

- A. ~~The term of the member composing Class I~~ member shall ~~correspond with his official tenure~~ coincide with the term of the Mayor, except that if the Mayor appoints a designee as the Class I member, the designee shall serve at the pleasure of the Mayor.
- B. ~~The terms of the members composing Class II and Class III~~ members shall be for one year or shall terminate at the completion of their respective terms of office whichever occurs first.
- C. The terms of all Class IV members first appointed pursuant to this chapter shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed evenly over the first four years after their appointments, as determined by resolution of the governing body; provided, however, that no term of any member shall exceed four years, and further provided that nothing herein shall affect the term of any present member of the Planning Board, all of whom shall continue in office until the completion of the terms for which they were appointed. Thereafter, all Class IV members shall be appointed for terms of four years except as otherwise hereinabove provided. All terms shall run from January 1 of the year in which the appointment is made.

D. The terms of the Alternate members shall be for two years. Expirations of Alternate terms shall be distributed such that not more than one alternate member shall expire in any one year.

§ 44-103. Vacancies.

If a vacancy of any class shall occur otherwise than by expiration of terms, it shall be filled by appointment as above provided for the unexpired terms.

§ 44-104. Organization.

- A. ~~The Planning Board shall elect a Chairman and Vice Chairman from the members of Class IV and select a Secretary, who may be either a member of the Planning Board or a municipal employee designated by it~~ in accordance with N.J.S.A. 40:55D-24.
- ~~B. The Secretary of the Board shall ensure that at least one copy of all applications is kept at all times in the Board's files in the custody of the recording secretary. All pending applications on file with the Board shall be listed on the Board's regular meeting agenda, whether the Board is required to take action thereon or not.~~
- B. The Planning Board shall select a secretary who may be either a member or alternate member of the Planning Board or a municipal employee designated by it.

- C. There is hereby created the position of Planning Board Attorney. The Planning Board may annually appoint, fix the compensation of, or agree upon the rate of compensation of the Planning Board Attorney, who shall be an attorney other than the Municipal Attorney.
- D. The Planning Board may also employ or contract for the services of experts and other staff and services as it may deem necessary. The Board shall not, however, exceed, exclusive of gifts or grants, the amount appropriated by the governing body for its use unless a court of competent jurisdiction finds the appropriation to be unreasonable.
- E. The Planning Board Chair shall appoint four (4) regular members of the Board which shall be known as the "Subdivision and Site Plan Review Committee" (Committee). The Committee shall operate in the following manner and have the following powers and duties:
 - (1) To review all applications submitted to the Board prior to a formal hearing thereon.
 - (2) To grant informal review of a concept plan for a development for which the developer intends to prepare or submit an application for development.
 - (a) The fee charged for such review shall be the same as that charged on the application for development, except that such fee shall be a credit toward the subsequent application fee.
 - (b) Neither the developer nor the Committee shall be bound by any concept plan review.
 - (3) In the case of minor subdivision applications, such Committee may unanimously approve the same in accordance with this chapter.
 - (4) In the case of major subdivision and site plan applications, the Committee shall submit a written report to the entire Board prior to the formal hearing thereon.
 - (5) The Committee shall keep minutes of all of its meetings and shall not consider any application unless it has been formally filed with the Secretary of the Board.
 - (6) Three members of the Committee shall constitute a quorum.

~~C.—Subdivision and Site Plan Review Committee. The Board shall appoint a Committee consisting of four regular members of the Board which shall be known as the "Subdivision and Site Plan Review Committee." The Committee shall review all applications submitted to the Board prior to a formal hearing thereon. The Committee shall also grant informal review of a concept plan for a development for which the developer intends to prepare or submit an application for development. The fee charged for such review shall be the same as that charged on the application for development, except that such fee shall be a credit toward the subsequent application fee. Neither the developer nor the Committee shall be bound by any concept plan review. In the case of minor subdivision applications, such Committee may unanimously approve the same in accordance with the 1959 Land Subdivision Ordinance of the City of Hoboken. In the case of major subdivisions, site plan and conditional use application, the Committee shall submit a written report to the entire Board prior to the formal hearing thereon. The Committee shall keep minutes of all of its meetings and shall not consider any application unless it has been formally filed with the Secretary of the Board. Three members of the Committee shall constitute a quorum.~~

§ 44-5. Planning Board Attorney.

~~There is hereby created the office of Planning Board Attorney. The Planning Board may annually appoint, fix the compensation of or agree upon the rate of compensation of the Planning Board Attorney, who shall be an attorney other than the Municipal Attorney.~~

§ 44-6. Experts and staff.

~~The Planning Board may also employ or contract for the services of experts and other staff and services as it may deem necessary. The Board shall not, however, exceed, exclusive of gifts or grants, the amount appropriated by the governing body for its use.~~

§ 44-7105. Powers and ~~d~~Duties of the Planning Board.

The Board, in accordance with N.J.S.A. 40:55D-25, shall adopt such rules and regulations as may be necessary to carry into effect the provisions and purposes of this chapter. In the issuance of the subpoenas, administration of oaths and taking of testimony, the provisions of the County and Municipal Investigations Law of 1953 (N.J.S.A. 2A:67A-1 et seq.) shall apply. It shall also have the following powers and duties:

- A. To ~~make~~ prepare and, after public hearing, adopt or amend a Master Plan or component parts thereof, to guide the use of lands within the municipality in a manner which protects public health and safety and promotes the general welfare and, at least every six years, reexamine and amend, if necessary, a Master Plan for the physical development of the municipality in accordance with the provisions of N.J.S.A. 40:55D-28.
- B. To reexamine, at least every ~~six~~ ten (10) years, the Master Plan and development regulations; ~~of the City and recommend,~~ prepare and adopt by resolution, to the governing body, a report on the findings of such reexamination in accordance with N.J.S.A. 40:55D-89, by written resolution to the governing body, and any necessary amendments ~~thereto~~ resulting there from.
- C. To review and approve preliminary and final subdivision applications, in accordance with Chapter 34, Subdivision of Land, of the Code of the City of Hoboken, and attach reasonable conditions to the approval thereof.
- D. To review and approve preliminary and final site plan applications, in accordance with this Chapter and with Chapter 196 Zoning, of the Code of the City of Hoboken, and attach reasonable conditions to the approval thereof.
- E. To review and approve conditional use applications, in accordance with Chapter 196 Zoning, of the Code of the City of Hoboken, including special review in the W-District and attach reasonable conditions to the approval thereof. In cases where a "d" variance is involved, the application for conditional use will be heard by the Zoning Board of Adjustment.
- ~~F. To approve planned development applications and allow a greater concentration of density or intensity of land use within a section or sections of development, whether it be earlier, later or simultaneous in the development than in others.~~
- ~~G. To grant general development plan approval to provide the increased flexibility desirable to promote mutual agreement between the applicant and the Planning Board on the basic scheme of a planned development.~~
- F. To participate in the preparation and review of programs or plans required by state or federal law or regulations.
- G. To assemble data on a continuing basis as part of a continuous planning process.
- H. To prepare annually ~~prepare~~ a program of municipal capital improvement projects over a term of ~~six~~ ten (10) years, and amendments thereto, and recommend the same to the governing body.
- I. To consider and make a report to the governing body, within 35 days after referral, as to any proposed development regulation submitted to it pursuant to the provisions of N.J.S.A. 40:55D-26a, and also to review ~~pass upon~~ other matters specifically referred to the Planning Board by the governing body, pursuant to the provisions of N.J.S.A. 40:55D-26b.
- J. Granting of ~~r~~Relief; Variances; Direction for Issuance of Certain Permits.
 - (1) When reviewing applications for approval of subdivision plats, site plans or conditional uses, to grant to the same extent and subject to the same restrictions as the Zoning Board of Adjustment:

- (a) Variances pursuant to ~~Section 57c of P.L. 1975, c. 294~~ [N.J.S.A. 4:55D-70c](#).
- (b) Direction pursuant to N.J.S.A. 40:55D-36 for issuance of a permit for a building or structure not related to a street.
- (c) [Direction pursuant to N.J.S.A. 40:55D-34 for issuance of a permit for a building or structure in the bed of a mapped street or public drainage way, flood control basin or public area reserved pursuant to N.J.S.A. 40:55D-32.](#)
- ~~(c) Whenever relief is requested pursuant to this subsection, notice of a hearing on the application for development shall include reference to the request for a variance or direction for issuance of a permit as the case may be.~~

(2) [Whenever relief is requested pursuant to this subsection, notice of the hearing on the application for development shall include reference to the request for a variance or direction for issuance of a permit, as the case may be.](#)

~~(2)~~

(3) The developer may elect to submit a separate application requesting approval of the variance or direction of the issuance of a permit and a subsequent application for any required approval of a subdivision, site plan or conditional use. The separate approval of the variance or direction of the issuance of a permit shall be conditioned upon grant of all required subsequent approvals by the Planning Board. No such subsequent approval shall be granted unless the approval can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the zone plan and ~~Zoning Ordinance~~ [Chapter 196](#).

K. [To require a developer, as a condition of subdivision or site plan approval, to execute a developer's agreement, post performance and/or maintenance guarantees, and/or pay pro rata cost for off-tract improvements as permitted by law. Off-tract improvements shall include but not be limited to](#) ~~To require a developer, as a condition for approval of a subdivision or site plan, to pay his pro rata share of the cost of providing only reasonable and necessary street improvements, improvements to and water, sewerage and drainage facilities, and easements therefore, located outside the property limits of the subdivision or development but necessitated or required by construction or improvements within such subdivision or development. Such r~~ [Regulations shall be based on circulation and comprehensive utility service plans in accordance with the Master Plan, of the City of Hoboken, respectively, and shall establish fair and reasonable standards to determine the proportionate or pro rata amount of the cost of such facilities, that shall be borne by each developer or owner within a related and common area, which standards shall not be altered subsequent to preliminary approval. Where a developer pays the amount determined as his pro rata share under protest, he shall institute legal action within one year of such payment in order to preserve the right to a judicial determination as to the fairness and reasonableness of such amount.](#)

L. To grant exceptions from this chapter and the requirements of subdivision and site plan approval pursuant to N.J.S.A. [40:55D-25\(6\) and](#) 40:55D-51.

M. [To](#) ~~issue~~ subdivision certificates pursuant to N.J.S.A. 40:55D-56.

N. To perform such ~~other~~ advisory duties as ~~and~~ [are](#) assigned to it, by ordinance or resolution of the governing body, for the aid and assistance of the governing body, ~~Zoning Board of Adjustment~~ or other agencies or officers.

O. [Issue subpoenas, administer oaths and take testimony in accordance with the provisions of the County and Municipal Investigations Law of 1953 \(N.J.S.A. 2A:67A-1, et seq.\)](#)

P. [To perform such other duties as may be provided by law.](#)

§ 44-8106. Procedure; time limits [Time of Decision.](#)

A. Minor subdivisions. Minor subdivision approvals shall be granted or denied within 45 days of the [date of submission of a complete an application to the Planning Board is deemed complete](#) or within such further

time as may be consented to by the applicant. Failure of the Planning Board to act within the statutory period prescribed shall constitute minor subdivision approval. Approval of a minor subdivision shall expire 190 days from the date of Planning Board approval unless, within such period, a plat in conformity with such approval and the provisions of the Map Filing Law, N.J.S.A. 46:23-9.9, et seq., or a deed clearly describing the approved minor subdivision, is filed by the developer with the County Recording Officer, the Municipal Engineer and the Municipal Tax Assessor. Any such plat or deed must be signed by the Chairman and Secretary of the Planning Board before it will be accepted for filing by the county recording officer. The Planning Board may extend the one-hundred-ninety-day period for filing a minor subdivision plat or deed if the developer proves to the reasonable satisfaction of the Planning Board that the developer was barred or prevented, directly or indirectly, from filing because of delays in obtaining legally required approvals from other governmental or quasi-governmental entities and that the developer applied promptly for and diligently pursued the required approvals. The length of the extension shall be equal to the period of delay caused by the wait for the required approvals, as determined by the Planning Board. The developer may apply for the extension either before or after what would otherwise be the expiration date.

- B. Preliminary approval of major subdivisions approval. Upon submission of an complete application for a subdivision of 10 or fewer lots, the Planning Board shall grant or deny preliminary approval within 45 days of the date of such submission is deemed complete or within such further time as may be consented to by the developer, ~~unless such application includes a variance request, in which event the Board shall have 120 days from the date of a complete application to render its decision.~~ Upon submission of an complete application for a subdivision of more than 10 lots, the Planning Board shall grant or deny preliminary approval within 95 days of the date of such submission is deemed complete or within such further time as may be consented to by the developer, ~~unless such application includes a variance request, in which event the board shall have 120 days from the date of a complete application to render its decision.~~ Otherwise, the Planning Board shall be deemed to have granted preliminary approval for the subdivision.

- (1) ~~If the Planning Board requires any substantial amendment in the layout of improvements proposed by the developer that have been the subject of a hearing, an amended application shall be submitted and proceeded upon, as in the case of the original application for development.~~
- (2) ~~Preliminary subdivision approval and any variances granted incidental thereto shall remain valid for three years from the date of such approval. Requests for extensions of such three-year period pursuant to N.J.S.A. 40:55D-49c shall be made within such three-year period.~~

- C. Ancillary powers. Whenever an application for approval of a subdivision plat, site plan or conditional use includes a request for variance relief or direction for the issuance of a permit pursuant to §44-105.J, the Planning Board shall grant or deny approval of the application within 120 days of the date the application is deemed complete or within such further time as may be consented to by the applicant. In the event that the developer elects to submit separate consecutive applications, the aforesaid provision shall apply to the application for approval of the variance or direction for issuance of a permit. The period for granting or denying and subsequent approval shall be as otherwise provided by these regulations. Failure of the Planning Board to act within the statutory period prescribed shall constitute approval of the application, and a certificate of the Administrative Officer as to the failure of the Planning Board to act shall be issued on request of the applicant, and it shall be sufficient in lieu of the written endorsement or other evidence of approval herein required and shall be so accepted by the County Recording Officer for purposes of filing subdivision plats.

- D. Final approval. Application for final subdivision approval shall be granted or denied within 45 days of the date the application is deemed complete or within such further time as may be consented to by the applicant. Failure of the Planning Board to act within the period prescribed by law shall constitute final approval and a certificate of the Administrative Officer as to the failure of the Planning Board to act shall be issued on request of the applicant, and it shall be sufficient in lieu of the written endorsement or other evidence of approval, herein required, and shall be so accepted by the County Recording Officer for purposes of filing subdivision plats. Final approval of a major subdivision shall expire 95 days from the date of signing of the plat by the Chair and Secretary of the Board unless within such period the plat shall have been duly filed by the developer with the County Recording Officer. The Planning Board

may, for good cause shown, extend the period for recording for an additional period not to exceed 190 days from the date of signing of the plat. The Planning Board may for good cause shown extend the period for recording for an additional period not to exceed 190 days from the date of signing of the plat. The Planning Board may extend the ninety-five-day or one-hundred-ninety-day period if the developer provides to the reasonable satisfaction of the Planning Board that the developer was barred or prevented, directly or indirectly, from filing because of delays in obtaining legally required approvals from other governmental or quasi-governmental entities and that the developer applied promptly for and diligently pursued the required approvals. The length of the extension shall be equal to the period of delay caused by the wait for the required approvals, as determined by the Planning Board. The developer may apply for the extension either before or after what would otherwise be the expiration date.

C.— Final major subdivision approval.

(1) Application for final subdivision approval shall be granted or denied within 45 days of submission of a complete application or within such further time as may be consented to by the applicant. Whenever review or approval of the application by the County Planning Board is required, such approval shall be conditioned upon timely receipt of a favorable report on the application by the County Planning Board.

(2) Final approval of a major subdivision shall expire 95 days from the date of signing of the plat unless, within such period, the plat shall have been duly filed by the developer with the county recording officer. The Planning Board may, for good cause shown, extend the period for recording for an additional period not to exceed 190 days from the date of signing of the plat.

(3) The Planning Board shall grant final subdivision approval if the detailed drawings, specifications and estimates of the application for final approval conform to the standards established for the same, the conditions of preliminary approval and the standards prescribed by the Map Filing Law, P.L. 1960, c. 141, N.J.S.A. 46:23-9.9 et seq., provided that in the case of a planned unit development, planned unit residential development or residential cluster, the Planning Board may permit minimal deviations from the conditions of preliminary approval necessitated by change of conditions beyond the control of the developer since the date of preliminary approval without the developer being required to submit another application for preliminary approval.

D.— Site plan approval: Preliminary and final site plan approval shall be governed by Article IX, § 196-26 et seq. of the City of Hoboken Zoning Ordinance, subject to the following:

(1) A copy of any application for property within the CBD(H) Subdistrict shall be contemporaneously filed with the Hoboken Historic District Commission.

(2) On all applications involving a variance request, the Board shall have 120 days from the date of a complete application to render its decision.

(3) The Board, on granting site plan approval, shall find and set forth in its resolution of approval that the application provides for:

(a) Preservation of existing natural resources on the site, if any.

(b) Safe and efficient vehicular and pedestrian circulation, parking and loading.

(c) Screening, landscaping and proper location of structures.

(d) Exterior lighting needed for safety reasons in addition to any requirements for street lighting.

(e) Conservation of energy and use of renewable energy sources.

(f) Recycling of recyclable materials.

(4) If preliminary approval is granted, the written resolution of the Planning Board granting the same shall be signed by the Chairman and Secretary of the Board and sent to the applicant and the Zoning Officer, who may grant a first certificate of zoning compliance, subject to the conditions of the resolution, unless such condition(s) necessitate fulfillment prior to the issuance of such certificate. If final approval is granted, the written resolution of approval and the site plan shall be signed by the Chairman and Secretary of the Board and sent to the applicant and the Zoning Officer, who may grant a final certificate of zoning compliance,

~~subject to the conditions of the written final resolution, unless such condition(s) necessitate fulfillment prior to the issuance of such certificate. If a site plan has been denied approval, the written resolution of disapproval shall be signed by the Chairman and Secretary of the Board and sent to the applicant and the Zoning Officer.~~

~~(5) Preliminary site plan approval and any variances granted incidental thereto shall remain valid for three years from the date of such approval. Requests for extension of such three-year period pursuant to N.J.S.A. 40:55D-49c shall be made within such three-year period.~~

~~E. Conditional use approval. Conditional use approval shall be governed by Article X, § 196-35 et seq. of the City of Hoboken Zoning Ordinance, subject to the following: Where an application involves a variance request, the Board shall have 120 days from the date of a complete application to render its decision.~~

~~F. Planned unit development. Prior to the approval of any planned development, the Planning Board shall find the following facts and conclusions:~~

~~(1) The departures by the proposed development from zoning regulations otherwise applicable to the property conform to the standards of urban design review for planned developments under § 196-27.1 of the City of Hoboken Zoning Ordinance.~~

~~(2) The proposals for maintenance and conservation of common open space are reliable, and the amount, location and purpose of the common open space are adequate.~~

~~(3) The provision through the physical design of the proposed development for public services, control over vehicular and pedestrian traffic and the amenities of light and air, recreation and visual enjoyment are adequate.~~

~~(4) The proposed planned development will not have an unreasonably adverse impact upon the area in which it is proposed to be established.~~

~~(5) In the case of a proposed development which contemplates construction over a period of years, the terms and conditions intended to protect the interest of the public and the residents, occupants and owners of the proposed development in the total completion of the development are adequate.~~

~~G. General development plan. General development plan approval shall be governed by Article IX, § 196-34 et seq. of the City of Hoboken Zoning Ordinance, subject to the following provisions:~~

~~(1) The general development plan shall set forth the permitted number of dwelling units, the amount of nonresidential floor space, the residential density and the nonresidential floor area for the planned development, in its entirety, according to a schedule which sets forth the timing of the various sections of the development.~~

~~(2) The planned development shall be developed in accordance with the general development plan approved by the Planning Board, notwithstanding any provision of the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., or an ordinance or regulation adopted pursuant thereto after the effective date of the approval.~~

~~(3) The term of the effect of the general development plan approval shall be determined by the Planning Board using the guidelines set forth in Subsection G(4) of this section, except that the term of the effect of the approval shall not exceed 20 years from the date upon which the developer receives final approval of the first section of the planned development pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.~~

~~(4) In making its determination regarding the duration of the effect of approval of the development plan, the Planning Board shall consider the number of dwelling units or amount of nonresidential floor area to be constructed, prevailing economic conditions, the timing schedule to be followed in completing the development and the likelihood of its fulfillment, the developer's capability of completing the proposed development and the contents of the general development plan and any conditions which the Planning Board attached to the approval thereof.~~

~~(5) The Planning Board shall grant or deny general development plan approval within 95 days after submission of a complete application to the administrative officer or within such further time as may be consented to by the applicant. Failure of the Planning Board to act within the period prescribed shall constitute general development plan approval of the planned development.~~

~~(6) In the event that the developer seeks to modify the proposed timing schedule, such modification shall require the approval of the Planning Board. The Planning Board shall, in deciding whether or not to grant approval of the modification, take into consideration prevailing economic and market conditions, anticipated and actual needs for residential units and nonresidential space within the municipality and the region and the availability and capacity of public facilities to accommodate the proposed development.~~

~~(7) The developer shall be required to gain the prior approval of the Planning Board if, after approval of the general development plan, the developer wishes to make any variation in the location of land uses within the planned development or to increase the density of residential development or the floor area ratio of nonresidential development in any section of the planned development. However, any variation in the location of land uses or increase in density or floor area ratio proposed in reaction to a negative decision of or condition of development approval imposed by the Department of Environmental protection pursuant to P.L. 1973, c. 185 (N.J.S.A. 13:19-1 et seq.) shall be approved by the Planning Board if the developer can demonstrate, to the satisfaction of the Planning Board, that the variation being proposed is a direct result of such determination by the Department of Environmental Protection.~~

~~(8) Once a general development plan has been approved by the Planning Board, it may be amended or revised only upon application by the developer approved by the Planning Board. However, a developer, without violating the terms of the approval pursuant to this act, may, in undertaking any section of the planned development, reduce the number of residential units or amounts of nonresidential floor space by no more than 15% or reduce the residential density or nonresidential floor area ratio by no more than 15%; provided, however, that a developer may not reduce the number of residential units to be provided pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., without prior municipal approval.~~

~~(9) Upon the completion of each section of the development, as set forth in the approved general development plan, the developer shall notify the administrative officer, by certified mail, as evidence that the developer is fulfilling his obligations under the approved plan. For the purposes of this section, "completion of any section of the development" shall mean that the developer has acquired a certificate of occupancy for every residential unit or every nonresidential structure, as set forth in the approved general development plan and pursuant to Section 15 of P.L. 1975, c. 217 (N.J.S.A. 52:27D-133). If the municipality does not receive such notification at the completion of any section of the development, the municipality shall notify the developer, by certified mail, in order to determine whether or not the terms of the approved plan are being complied with. If a developer does not complete any section of the development within eight months of the date provided for in the approved plan or if at any time the municipality has cause to believe that the developer is not fulfilling his obligations pursuant to the approved plan, the municipality shall notify the developer, by certified mail, and the developer shall have 10 days within which to give evidence that he is fulfilling his obligations pursuant to the approved plan. The municipality thereafter shall conduct a hearing to determine whether or not the developer is in violation of the approved plan. If, after such a hearing, the municipality finds good cause to terminate the approval, it shall provide written notice of the same to the developer and the approval shall be terminated 30 days thereafter.~~

~~(10) In the event that a developer who has general development plan approval does not apply for preliminary approval for the planned development which is the subject of that general development plan approval within five years of the date upon which the general development plan has been approved by the Planning Board, the municipality shall have cause to terminate the approval.~~

~~(11) In the event that a development which is the subject of an approved general development plan is completed before the end of the term of the approval, the approval shall terminate with the completion of the development. For the purposes of this section, a development shall be considered complete on the date upon which a certificate of occupancy has been issued for the final residential or nonresidential structure in the last section of the development, in accordance with the timing schedule set forth in the approved general development plan, and the developer has fulfilled all of his obligations pursuant to the approval.~~

H. ~~Ancillary power. Whenever the Planning Board is called upon to exercise its ancillary power to grant a variance as set forth in Article I, § 44-7L(1) of this chapter, the Planning Board shall grant or deny approval of the application within 120 days after submission by the developer of a complete application or within such further time as may be consented to by the applicant. In the event that the developer elects to submit separate consecutive applications, the aforesaid provision shall apply to the application for approval of the variance or direction for issuance of a permit. The period for granting or denying and subsequent approval shall be as otherwise provided in this chapter. Failure of the Planning Board to act within the time prescribed shall constitute approval of the application and a certificate of the administrative officer as to the failure of the Planning Board to act shall be issued upon request of the applicant.~~

§ 44-9107. Applications; ~~p~~Procedure; Concept Plan Approval for filing.

A. Applications for development within the jurisdiction of the Planning Board pursuant to the provisions of P.L. 1975, c. 291, shall be filed with the Secretary of the Planning Board at least 25 days before the monthly meeting of the Board. The applicant shall file at least 14 days before the date of the monthly meeting of the board seven copies of a sketch plat; seven copies of an application for minor subdivision approval; seven copies of an application for major subdivision approval or seven copies of an application for site plan review, conditional use approval or planned development. At the time of filing the application but in no event less than 10 days prior to the date set for hearing, the applicant shall also file seven copies of its plot plans, maps or other papers for which approval is sought or required by virtue of any provision of this chapter or any rule of the Planning Board. The applicant shall obtain all necessary forms, including the applicable checklist, from the Secretary of the Planning Board. The Secretary of the Board shall inform the applicant of the steps to be taken to initiate applications and of the regular meeting dates of the Board and the Subdivision and Site Plan Committee. A complete application shall mean an application certified as complete by the Secretary of the Board in consultation with the Board's professionals and the applicable municipal commissions; pursuant to §44-304. Whenever the term "administrative officer" appears in this chapter or in the Municipal Land Use Law, P.L. 1975, c. 291, N.J.S.A. 40:5D-1 et seq., it shall refer to the Secretary of the Board.

B. At the request of the developer, the Planning Board shall grant an informal review of a concept plan for a development for which the developer intends to prepare and submit an application for development. The developer shall not be bound by any concept plan for which review is required, and the Planning Board shall not be bound by any such review.

~~B. Subdivision certificate.~~

~~(1) Any person desiring information as to whether land has been subject to or is statutorily exempt from subdivision approval may apply to the Planning Board for a certificate as to approval of subdivision of land, such application shall include:~~

~~(a) A copy of the current deed to the land.~~

~~(b) A survey of the land.~~

~~(c) A check in the amount of \$10 payable to the City of Hoboken.~~

~~(d) Such additional facts and/or documents that the applicant desires the Board to consider in issuance of the certificate.~~

~~(2) The certificate shall be issued within 15 days after receipt of the application and fee therefor. Such certificate shall be designated a "certificate as to approval of subdivision of land" and shall certify:~~

~~(a) There exists in the City of Hoboken a duly established Planning Board and an ordinance controlling subdivision of land.~~

~~(b) Whether a subdivision has been approved by the Planning Board as to the land. If a subdivision has been approved, a copy of the written resolution of approval shall be attached to the certificate.~~

~~(c) If there has been no subdivision approval, whether or not such land is statutorily exempt from the requirement of approval under the definition of subdivision set forth in N.J.S.A. 40:55D-7.~~

~~(3) The administrative officer shall keep a duplicate copy of each certificate, consecutively numbered, including a statement of the fee charged, in a binder as a permanent record of the Board's office.~~

§ 44-108. Advisory Committee.

The Mayor may appoint one or more persons as a citizens' advisory committee to assist or collaborate with the Planning Board in its duties, but such person or persons shall have no power to vote or take other action required of the Board. Such person or persons shall serve at the pleasure of the Mayor.

Article II. Zoning Board of Adjustment

§ 44-44201. Establishment; eComposition.

A. Members. ~~A Zoning Board of Adjustment~~ There is hereby established a Zoning Board of Adjustment of the City of Hoboken, consisting of seven (7) Class IV members, appointed by the governing body, in accordance with pursuant to N.J.S.A. 40:55D-69, et seq., ~~consisting of seven residents of the City of Hoboken appointed by the City Council to serve for terms of four years from January 1 of the year of their appointment. Members of the Zoning Board of Adjustment shall be appointed by the City Council. The terms of the members first appointed shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be evenly distributed over the first four years. Thereafter, the term of each member shall be for four years. Nothing in this chapter shall, however, be construed to effect the term of any present members of the Zoning Board of Adjustment, all of whom shall continue in office until the completion of the term for which they were appointed.~~

~~B. No member of the Zoning Board of Adjustment may hold any elective office or position under the municipality.~~

~~C. A vacancy occurring otherwise than by expiration of term shall be filled for the unexpired term only.~~

~~D. Alternate members.~~

~~(1) Not more than four alternate members, who shall meet the qualifications of Class IV members, may be appointed by the City Council. Such alternate members shall be designated at the time of appointment as "Alternate No. 1", "Alternate No. 2", "Alternate No. 3" and "Alternate No. 4." The terms of the alternate members shall be for two years, except that such terms shall be such that the term of not more than one alternate member shall expire in any one year; provided, however, that in no instance shall the term of the alternate member first appointed exceed two years. A vacancy occurring otherwise than by expiration of term shall be filled by the appointing authority for the unexpired term only.~~

~~(2) Alternate No. 1 shall have a term expiring December 31, 2011. Alternate No. 2 shall have terms expiring on December 31, 2010. Alternate No. 3 shall have a term expiring December 31, 2011 and Alternate No. 4 shall have a term expiring on December 31, 2010. Thereafter, the terms of the alternate members shall be for two years, and the terms of not more than two alternate members shall expire in any one year.~~

~~(3) A vacancy occurring otherwise than by expiration of term shall be filled by the appointing authority for the unexpired term only.~~

~~(4) Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of any regular member of the Board. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, alternate members shall vote in the order of their numerical designations.~~

B. Alternate members.

- (1) Not more than four (4) alternate members, who shall meet the qualification of Class IV members, may be appointed by the governing body. Such alternate members shall be designated at the time of appointment as "Alternate No. 1", "Alternate No. 2", "Alternate No. 3" and "Alternate No. 4".
 - (2) Alternate members may participate in discussions of the proceedings but may not vote, except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, alternates shall vote in their order of appointment: Alternate No. 1 first, Alternate No. 2 second, and so on.
- C. Substitute members. If the Zoning Board lacks a quorum because regular or alternate members are prohibited from acting on a matter due to the member's personal or financial interest therein. Class IV members of the Planning Board shall be called upon to serve as substitute members in accordance with N.J.S.A. 40:55D-69.1.
- D. No member of the Zoning Board of Adjustment shall hold any municipal office, position or employment.

§ 44-202. Terms of Office.

- A. The term of all Class IV members shall be four years. The terms of the members first appointed shall be so determined that, to the greatest practicable extent, the expiration of such terms shall be distributed evenly over the first four years after their appointment, provided, however, that no term of any member shall exceed four years. Thereafter, all Class IV members shall be appointed for terms of four years. Nothing herein shall affect the term of any present member of the Zoning Board of Adjustment, all of whom shall continue in office until the completion of the terms for which they were appointed. All terms shall run from January 1 of the year in which the appointment is made.
- B. The term of all Alternate members shall be two years. Expiration of such terms shall be distributed such that not more than two alternate members shall expire in any one year.

§ 44-203. Vacancies.

If a vacancy of any Class IV or Alternate shall occur otherwise than by expiration of terms, it shall be filled by appointment as above provided for the unexpired terms.

§ 44-204. Officers, Organization.

- A. The Board of Adjustment shall elect a Chairman and Vice Chairman from its Class IV members and shall also select a Secretary, who may be a Board member or another municipal employee in accordance with N.J.S.A. 40:55D-69.
- B. The Zoning Board of Adjustment shall select a secretary who may be either a member or alternate member of the Zoning Board or a municipal employee designated by it.
- C. There is hereby created the position of Zoning Board Attorney. The Zoning Board may annually appoint, fix the compensation of, or agree upon the rate of compensation of the Zoning Board Attorney, who shall be an attorney other than the Municipal Attorney.
- D. The Zoning Board of Adjustment may also employ or contract for the services of experts and other staff and services as it may deem necessary. The Zoning Board shall not, however, exceed, exclusive of gifts or grants, the amount appropriated by the governing body for its use unless a court of competent jurisdiction finds the appropriation to be unreasonable.

§ 44-13. Board of Adjustment Attorney.

~~There is hereby created the office of Attorney to the Zoning Board of Adjustment. The Zoning Board of Adjustment may annually appoint, fix the compensation of or agree upon the rate of compensation of the Zoning Board of Adjustment Attorney, who shall be an attorney other than the Municipal Attorney.~~

§ 44-14. Experts and staff.

The Zoning Board of Adjustment may also employ or contract for and fix the compensation of such experts and other staff and services as it may deem necessary. The Board shall not authorize expenditures which exceed, exclusive of gifts or grants, the amount appropriated by the governing body for its use.

§ 44-15~~205~~. Promulgation of ~~r~~Rules and ~~r~~Regulations.

The Board shall adopt such rules and regulations as may be necessary to carry into effect the provisions and purposes of this chapter. In the issuance of subpoenas, administration of oaths and taking of testimony, the provisions of the County and Municipal Investigations Law of 1953 (N.J.S.A. 2A:67A-1, et seq.) shall apply.

§ 44-16~~206~~. Powers and ~~d~~Duties of the Zoning Board of Adjustment.

- A. The powers of the Zoning Board of Adjustment shall be in accordance with N.J.S.A. 40:55D-69, et seq. and amendments and supplements thereto and with the provisions of this chapter.
- B. It is further the intent of this chapter to confer upon the Zoning Board of Adjustment as full and complete powers as may lawfully be conferred upon such Board, including, but not by way of limitation, the authority, in connection with any case, action or proceeding before the Board, to interpret and construe the provisions of this chapter or any term, clause, sentence or word hereof and the Zoning Map, in accordance with the general rules of construction, applicable to legislative enactments.
- C. The Board may, in appropriate cases and subject to appropriate conditions and safeguards, grant variances from the terms of Chapter 196, Zoning, in accordance with the general or specific rules contained herein and with the general rules hereby laid down, that equity shall be done in cases where the strict construction of the provisions of that chapter would work undue hardship. The powers and duties of the Board having been delegated to and imposed upon it by statute, the Board shall in all cases follow the provisions applicable to it in N.J.S.A. 40:55D-1, et seq. or subsequent statutes in such case made and provided, and it shall from time to time furnish to any person requesting the same a copy of its rules and information as to how appeals or applications may be properly filed with the Board for its decision thereon. ~~when acting upon applications for preliminary or minor subdivision and preliminary site plan approval, shall have the power to grant such exceptions from the requirements for such approval as may be reasonable and within the general purpose and intent of the provisions for preliminary or minor subdivision and site plan review, as well as this chapter, if the literal enforcement of one or more provisions of this chapter is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question, and it shall, from time to time, furnish to any person requesting the same a copy of its rules and information as to how appeals or applications may properly be filed with the Board for its decision thereon.~~
- D. The Board shall annually review its decisions and prepare and adopt by resolution a report of its findings on Zoning Ordinance provisions, which were the subject of variance requests, and its recommendations for Zoning Ordinance amendments, if any. Copies of the report and resolution shall be submitted to the City Council and the Planning Board.

§ 44-17~~207~~. Appeals and ~~a~~Applications.

- A. Appeals to the Board of Adjustment may be taken by any interested party affected by any from a decision or action by of the Zoning Officer in regard to the based on or made in the enforcement of Chapter 196, Zoning, Ordinance or Official Map, including the denial of a certificate of zoning compliance or the issuance of the same subject to conditions based upon the report of the Historic Preservation Commission. Each appeal shall be taken within the 20 days prescribed by the statute by filing a notice of appeal with the Zoning Officer from whom the appeal is taken, together with three (3) copies of said notice with the Secretary of the Board of Adjustment. Said notice of appeal shall specify the grounds for said appeal. The Zoning Officer from whom the appeal is taken shall forthwith transmit to the Board all the papers constituting the record upon which the action appealed from was taken.
[Amended 3-20-1991 by Ord. No. P-136]

- B. Applications addressed to the original jurisdiction of the Board of Adjustment without prior application to the ~~Building Subcode Official~~ Zoning Officer shall be filed with the Secretary of the Zoning Board of Adjustment at least 25 days before the monthly meeting of the Board. The applicant shall obtain all necessary forms from the Secretary of the Board, who shall inform the applicant of the steps to be taken to initiate applications and of the regular meeting dates of the Board. A complete application shall mean an application certified as complete by the Secretary of the Board in consultation with the Board's professionals and the applicable municipal commissions; pursuant to §44-304. ~~Three copies of the application shall be filed. At the time of filing the appeal or application, but in no event less than 10 days prior to the date set for hearing, the applicant shall also file all plot plans, maps or other papers required by virtue of any provision of this chapter or any rule of the Board of Adjustment. The applicant shall obtain all necessary forms from the Secretary of the Zoning Board of Adjustment. The Secretary of the Board shall inform the applicant of the steps to be taken to initiate proceedings and of the regular meeting dates of the Board.~~
- C. An appeal to the Board of Adjustment stays all proceedings in furtherance of the action in respect of which the decision appealed from was made, unless the officer from whom the appeal is taken certifies to the Board of Adjustment, after the notice of appeal shall have been filed with ~~him~~ said officer, that, by reason of facts stated in the certificate, a stay would, in ~~his~~ said officer's opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by an restraining order, ~~which may be granted by the Board of Adjustment or by~~ of the Superior Court of New Jersey on application or notice to the officer from whom the appeal is taken and on due cause shown.

§ 44-18~~208~~. Power to ~~r~~Reverse or ~~m~~Modify ~~d~~Decisions.

In exercising the above-mentioned power, the Board of Adjustment may, in conformity with the provisions of P.L. 1975, c. 294 N.J.S.A. 40:55D-1, et seq., or amendments thereto or subsequent statutes applying, reverse or affirm wholly or partly in part, or may modify the order, requirement, decision or determination appealed from, and make such other, requirement, decision or determination as ought to be made, and, to that end, have all the powers of the administrative officer from whom the appeal was taken.

§ 44-19~~209~~. Expiration of variance.

Any variance from the terms of ~~this~~ Chapter 196, Zoning, hereafter granted by the Board of Adjustment, permitting the erection or alteration of any structure or structures or permitting a specified use of any premises, shall expire by limitation, unless such construction or alteration shall have been actually commenced on each and every structure permitted by said variance or unless such permitted use has actually been commenced, within one (1) year from the date of publication of the notice of the judgment or determination of the Board of Adjustment, except, however, that the running of the period of limitation herein provided shall be tolled from the date of filing an appeal from the decision of the Board of Adjustment to the governing body or to a court of competent jurisdiction, until the termination in any manner of such appeal or proceeding. The Board of Adjustment, upon written request of the developer, and for good cause shown, may grant an extension of time beyond the one (1) year limitation, up to but not exceeding two additional years.

§ 44-20~~210~~. Powers granted by law.

- A. The Board of Adjustment shall have such powers as are granted by law, including but not limited to:
- (1) To hear and decide appeals ~~where it is alleged by the appellant that there is error in any order, requirement, decision or refusal made by an administrative official or agency based on or made in the enforcement of the Zoning Ordinance~~ pursuant to section §44-207.
 - (2) To hear and decide requests for interpretations of the Zoning Mmap or Zoning Ordinance, or for decisions upon other special questions upon which such Board is authorized by the Chapter 196, Zoning Ordinance to pass.
 - (3) Variances.

(a) Where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property; or by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property; or by reason of an extraordinary and exceptional situation, uniquely affecting a specific piece of property, or the structures lawfully existing thereon, the strict application of any regulation in ~~the Zoning Ordinance~~ [Chapter 196 Zoning](#) would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the owner of such property, to grant upon an application or an appeal relating to such property, a variance from such strict application [of such regulation](#) so as to relieve such difficulties or hardship.

(b) Where in an application or appeal relating to a specific piece of property the purposes of ~~this act~~ [the Municipal Land Use Law \(N.J.S.A. 40:55D-1, et seq.\)](#) would be advanced by a deviation from the [requirements of Chapter 196, Zoning Ordinance](#) requirements and the benefits of the deviation would substantially outweigh any detriment, to grant a variance to allow departure from [regulations pursuant to Chapter 196, the Zoning Ordinance](#); provided, however, that no variance from those departures enumerated in Subsection A(54) of this section shall be granted under this subsection, and further provided that the proposed development does not require approval by the Planning Board of a subdivision, site plan or conditional use in conjunction with which the Planning Board has power to review a request for a variance pursuant to ~~Section 47a of the Municipal Land Use Law of 1975, P.L. 1975, c. 294~~ [§44-105.J](#).

(4) In particular cases and for special reasons, to grant a variance to allow departure from regulations pursuant to ~~Article 8 of P.L. 1975, c. 294~~ [Chapter 196, Zoning](#), to permit a use or principal structure in a district restricted against such use or principal structure; an expansion of a nonconforming use; deviation from a specification or standard ~~under the Zoning Ordinance~~ pertaining solely to a conditional use; an increase in the permitted floor area ratio; or an increase in the permitted density, except as applied to the required lot area for a lot or lots for detached one- or two-dwelling-unit buildings, which lot or lots are either an isolated undersized lot or lots resulting from a minor subdivision; [or a height of a principal structure which exceeds by 10 feet or 10% maximum height permitted in the district for a principal structure](#). A variance under this subsection shall be granted only by affirmative vote of at [least five \(5\) members](#).

B. No variance or other relief may be granted under the provisions of this section unless such variance or other relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Zone Plan and Zoning Ordinance. Any application under any subsection of this section may be referred to any appropriate person or agency, [including the Planning Board, Historic Preservation Commission, Shade Tree Commission, Environmental Commission and/or any Municipal Department](#), for its report, provided that such reference shall not extend the period of time within which the Zoning Board of Adjustment shall act.

§ 44-24211. Additional powers.

A. The Zoning Board of Adjustment shall, in addition to the powers specified in § 44-20210 ~~of this Article~~, have power given by law [in accordance with N.J.S.A. 40:55D-76, as amended and supplemented](#), to:

- (1) Direct issuance of a permit pursuant to N.J.S.A. 40:55D-34 for a building or structure in the bed of a mapped street or public drainage way, flood-control basin or public area reserved on the Official Map.
- (2) Direct issuance of a permit pursuant to N.J.S.A. 40:55D-365 for a building or structure not related to a street.
- (3) Grant to the same extent and subject to the same restrictions as the Planning Board, subdivision or site plan approval pursuant to ~~Article 6 of P.L. 1975, c. 294~~ [N.J.S.A. 40:55D-37, et seq.](#), or conditional use approval pursuant to N.J.S.A. 40:55D-67 whenever the Board is reviewing an

application for approval of a use variance pursuant to ~~Article II, § 44-20A(5)~~ §44-210.A of this chapter.

- B. The developer may elect to submit a separate application requesting approval of the variance and a subsequent application for any required approval of a subdivision, site plan or conditional use. The separate approval of the variance shall be conditioned upon the granting of all required subsequent approvals by the Board of Adjustment. No such subsequent approval shall be granted unless such approval can be granted without substantial detriment to the public good and without substantial impairment of the intent and purpose of the Zone Plan and Zoning Ordinance. The number of votes of Board members required to grant any such subsequent approval shall be as otherwise provided in this chapter for the approval in question, and the special vote pursuant to §44-210.A(4) hereof shall not be required.
- C. ~~An application under this section shall be referred to the Planning Board for its report on such subdivision, site plan or conditional use application.~~

§ 44-22212. Time for ~~of~~ Decision.

- A. The Board of Adjustment shall render its decision not later than 120 days after the date an appeal is taken from the decision of an administrative officer; or from the date the submission of a complete ~~an~~ application for development is deemed complete to the Board pursuant to the provisions of N.J.S.A. 40:55D-70**2b**. Failure of the Board to render a decision within such one-hundred-twenty-one-day period or within such further times as may be consented to by the applicant shall constitute a decision favorable to the applicant.
- B. ~~Failure of the Board to render a decision within such thirty-day period or within such further time as may be consented to by the applicant shall constitute a decision favorable to the applicant.~~
 - B. In the event that the developer elects to submit separate consecutive applications, the aforesaid provision shall apply to the application for approval of the variance. The period for granting or denying any subsequent approval shall be as otherwise provided in this chapter. Failure of the Board of Adjustment to act within the period prescribed shall constitute approval of the application, and a certificate of the Administrative Officer as to the failure of the Board of Adjustment to act shall be issued on request of the applicant, and it shall be sufficient in lieu of the written endorsement of other evidence of approval herein required, and shall be so accepted by the County Recording Officer for purposes of filing subdivision plats.
- C. Whenever review of approval of the application by the County Planning Board is required by N.J.S.A. 40:27-6.3, in the case of a subdivision, or N.J.S.A. 40:27-6.6, in the case of a site plan, the Board of Adjustment shall condition any approval that is grants upon timely receipt of a favorable report on the application by the County Planning Board or approval by the County Planning Board by its failure to report thereon within the required time.

§44-213. Appeal of Zoning Board of Adjustment Decision.

- A. Any interested party may appeal to the governing body any final decision of the Board of Adjustment approving a "d" variance application for development, pursuant to N.J.S.A. 40:55D-17.
- B. Appeal shall be made within 10 days of the date of publication of such final decision of the Board of Adjustment by serving the municipal clerk, in person or by certified mail, with a notice of appeal specifying the grounds thereof and the name and address of the appellant and name and address of his or her attorney, if represented. Such appeal shall be decided by the governing body only upon the record established before the Board of Adjustment.
- C. Notice of hearings and required documents shall be provided in accordance with N.J.S.A. 40:55D-17.
- D. The governing body shall conclude its review of the record not later than 95 days from the date of publication of the decision of the Board of Adjustment. The governing body may reverse, remand or affirm, with or without the imposition of conditions, the final decision of the Board of Adjustment

approving such variance. The review shall be made on the record before the Board of Adjustment. The affirmative vote of a majority of the full authorized membership of the governing body shall be necessary to reverse, remand or affirm, with or without conditions, any final action of the Board of Adjustment.

- E. Any appeal to the governing body shall stay all proceedings in furtherance of the action in respect to which the decision was made, unless the Board certifies to the governing body, that by reason of facts stated in a certificate, a stay would, in its opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by an order of the Superior Court on application upon notice to the Board from whom the appeal is taken and on good cause shown.

Article III. Provisions Applicable to Both Planning Board and Zoning Board of Adjustment and ~~Historic Preservation Commission~~

§ 44-23301. Conflicts of interest.

No member of the ~~municipal agency~~ Planning Board or Zoning Board of Adjustment shall act on any matter in which ~~he~~ that member has, either directly or indirectly, any personal or financial interest. Whenever any such member shall disqualify himself or herself from acting on a particular matter, he or she shall not continue to sit with the ~~municipal agency~~ Board on the hearing of such matter nor participate in any discussion or decisions relating thereto.

§ 44-24302. Meetings.

- A. Meetings of both the ~~municipal agency~~ Planning Board and Zoning Board of Adjustment shall be scheduled no less often than once a month, and any meeting so scheduled shall be held as scheduled unless cancelled for lack of applications for development to process or for lack of a quorum.
- B. Special meetings may be provided for at the call of the Chairman ~~or~~ on the request of any two ~~agency~~ Board members, which shall be held on notice to its members and the public in accordance with all applicable legal requirements.
- C. No action shall be taken at any meeting without a quorum being present.
- ~~D.~~ All actions shall be taken by a majority vote of the members of the municipal agency present at the meeting, except as otherwise required by any provision of P.L. 1975, c. 291 the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., or this chapter. Failure of a motion to receive the number of votes required to approve an application for development ~~pursuant to the exceptional vote requirements of Section 44-125 of the Municipal Land Use Act, N.J.S.A. 40:55D-34, or Article II, Section 44-110.d,~~ shall be deemed an action denying the application. ~~A member of the municipal agency who is absent from any hearing shall be eligible to vote on the matter upon which the hearing was conducted upon certifying, in writing, to the municipal agency that he has read the transcript or listened to the recording of all the hearing from which he was absent.~~
- E. All regular meetings and all special meetings shall be open to the public. Notice of all such meetings shall be given in accordance with the requirements of the Open Public Meetings Law, P.L. 1975, c. 231, N.J.S.A. 10:4-6, et seq.
- F. A member of a Board who was absent for one or more of the meetings at which a hearing was held shall be eligible to vote on the matter upon which the hearing was conducted, notwithstanding his or her absence from one or more of the meetings; provided, however, that such Board member has available to him or her the transcript or recording of all the hearings from which he or she was absent and certifies in writing to the Board that he or she has read such transcript or listened to such recording.

§ 44-25303. Minutes.

Minutes of every regular or special meeting shall be kept and shall include the names of the persons appearing and addressing the ~~municipal agency~~ Board and of the persons appearing by attorney, the action

taken by the ~~municipal agency~~Board, and the findings, if any, made by it and reasons therefor. The minutes shall thereafter be made available for public inspection during normal business hours at the Board office, ~~of the administrative officer~~. Any interested party shall have the right to compel production of the minutes for use as evidence in any legal proceeding concerning the subject matter of such minutes. Such interested party may be charged a reasonable fee for reproduction of the minutes for his use, as provided for in the rules of the ~~municipal agency~~Board.

§ 44-26304. Applications Procedures.

An application for development shall mean an application and checklists, on standard forms available in the Board office, on the City's web site, and attached to this Chapter and made a part hereof as Appendix A. Applications shall be filed with the Secretary of the Board at least 25 days before the monthly meeting of the Board. The Secretary of the Board shall certify the application as complete only after the application, checklist and all documents required by the checklist, fees and escrow have been received. On all applications involving a site plan, subdivision or conditional use, the applicant shall be provided with the checklist covering such application set forth in the appendix to this chapter. An application shall be deemed complete upon certification of such fact by the municipal agency or its designee. In the event that an application is not certified as complete within 45 days of its submission, it shall be deemed complete for purposes of commencing the applicable time period for action by the ~~municipal agency~~Board, unless the application lacks information indicated on the checklist or application form and the municipal agency has notified the applicant, in writing, of such deficiency, within 45 days of submission of the application. The applicant may request a waiver from one or more of the submission requirements, which waiver request shall be granted or denied within 45 days. Nothing herein shall be construed as diminishing the applicant's obligation to prove in the application process that he is entitled to approval of the application. The municipal agency~~Board~~, at its discretion, may subsequently require correction of any information found to be in error; and submission of additional information not specified in this chapter; or any revisions ~~in to~~ the accompanying documents as are reasonably necessary to make an informed decision as to whether the requirements necessary for approval of the application for development have been met. The application shall not be deemed incomplete for lack of any such additional information or any revisions in the accompanying documents so required by the municipal agency. All applications in the Historic District shall be referred to the Historic Preservation Commission for its recommendation and report. Any application for a property located within a historic district or one which is designated a Historic Site in Chapter 42 of the Code, shall be referred to the Historic Preservation Commission for its consideration and recommendations, which shall be submitted in writing to the Planning Board or Zoning Board of Adjustment prior to the reviewing Board's hearing of the application.

§ 44-27305. Application Fees and Escrow Deposits.

~~Fees for applications or for the rendering of any service by the municipal agency or any member of its administrative staff shall be as set forth in this chapter, the Zoning Ordinance of the City of Hoboken or the Land Subdivision Ordinance of the City of Hoboken.~~

- A. Pursuant to N.J.S.A. 40:55D-8(b), the City shall be reimbursed for the administrative costs associated with a development application from application fees.
- B. Pursuant to N.J.S.A. 40:55D-53.1 and 2, the City is further entitled to offset the costs of professional services engendered by a development application from escrow deposits.
 - (1) Escrow deposits shall be in addition to the application fees and shall be used by the municipal agency to pay professionals for services rendered for review of applications for development, review and preparation of documents, inspection of improvements or other purposes under the provisions of the Municipal Land Use Law. The application review and inspection charges shall be limited only to professional charges for review of applications, review and preparation of documents and inspections of developments under construction and review by outside consultants when an application is of a nature beyond the scope of expertise of the professionals normally utilized by the municipality. The only cost that shall be added to any such charges shall be actual out-of-pocket expenses of such professionals or consultants, including normal and typical expenses incurred in processing applications and inspecting improvements. No applicant shall be charged, from escrow for any municipal, clerical or administrative functions, overhead expenses, meeting room charges

or any of the municipal costs and expenses except as provided for specifically by statute, nor shall a municipal professional add any such charge to his or her bill.

(2) The City shall be entitled to be reimbursed for the review of applications, both as to completeness and as to content; for the review and preparation of documents, such as, but not limited to, drafting resolutions, developer's agreements and necessary correspondence with applicant or applicant's professionals.

(3) If review costs exceed the escrow deposited, the applicant shall pay the additional amount within fifteen (15) days of the request for additional funds. Failure to remit the additional required deposit within the requested timeline shall render the application incomplete, and no further action or proceedings shall be taken by the reviewing Board until after compliance. Where the review costs are less than the amount of the escrow deposit, the difference shall be returned to the applicant within one-hundred-twenty (120) days of final disposition of the application.

C. A schedule of application fees and escrow deposits shall be adopted by the governing body and attached hereto as Appendix B.

D. An application shall be deemed to be incomplete until all application fees and escrow deposits are submitted. Fees and escrow shall be submitted as separate checks, payable to the City of Hoboken, in the amounts indicated on the fee schedule. Where more than one fee category applies, the fee shall equal the combined total of fees required for each type of application.

§ 44-28306. Hearings.

- A. Rules. The ~~municipal agency~~ Planning Board and Zoning Board of Adjustment shall make rules governing the conduct of hearings before such bodies, which rules shall not be inconsistent with the provisions of N.J.S.A. 40:55D-1, et seq. or of this chapter.
- B. Oaths. The officer presiding at the hearing or such person as he or she may designate shall have the power to administer oaths and issue subpoenas to compel the attendance of witnesses and the production of relevant evidence, including witnesses and documents presented by the parties, and the provisions of the County and Municipal Investigations Law, ~~P.L. 1953, c. 38~~ (N.J.S.A. 2A:67A-1, et seq.), shall apply.
- C. Testimony. The testimony of all witnesses relating to an application for development shall be taken under oath or affirmation by the presiding officer, and the right of cross-examination shall be permitted to all interested parties through their attorneys, if represented, or directly, if not represented, subject to the discretion of the presiding officer and to reasonable limitations as to time and number of witnesses.
- D. Evidence. Technical rules of evidence shall not be applicable to the hearing, but the municipal agency may exclude irrelevant, immaterial or unduly repetitious evidence.
- E. Records. Each ~~municipal agency~~ Board shall provide for the verbatim recording of the proceedings by either stenographer, mechanical or electronic means. The municipal agency shall furnish a transcript or duplicate recording in lieu thereof on request to any interested party at his or her expense. All transcripts shall be certified in writing by the transcriber to be accurate.

§ 44-29307. Notice ~~r~~Requirements for ~~h~~Hearing.

Whenever notice is required on an application for development pursuant to N.J.S.A. 40:55D-1, et seq. or pursuant to the determination of the municipal agency in question, the applicant shall give notice thereof as follows:

- A. Public notice shall be given by publication in the official newspapers s of the municipality, ~~if there is one, or in a newspaper of general circulation in the municipality~~ at least 10 days prior to the date of the hearing. for the following applications for development:

- (1) [Any request for a variance from the requirements of Chapter 196, Zoning.](#)
 - (2) [Any request for conditional use approval.](#)
 - (3) [Any request for minor site plan approval or preliminary approval of a major site plan.](#)
 - (4) [Any request for a minor subdivision approval.](#)
 - (5) [Any request for preliminary approval of a major subdivision.](#)
 - (6) [Any request for the issuance of a permit to build within the bed of a mapped street, public drainage-way, flood control basin or public area reserved on the Official Map, or in a lot not abutting a street.](#)
- B. Notice shall be given to the owners of all real property as shown on the current tax duplicate or duplicates located within 200 feet in all directions of the property which is the subject of such hearing and whether located within or without the municipality in which the applicant's land is located. Such notice shall be given by serving a copy thereof on the owner as shown on said current tax duplicate or his/[her/their](#) agent in charge of the property; or by mailing a copy thereof, by certified mail, to the property owner at his/[her/their](#) address as shown on said current tax duplicate. A return receipt is not required. Notice to a partnership owner may be made by service upon any partner. Notice to a corporate owner may be made by service upon its President, a Vice President, Secretary or other person authorized by appointment or by law to accept service on behalf of the corporation. [Notice to a limited liability company may be made by service upon any member thereof.](#)
- C. Notice of all hearings on applications for development involving property located within 200 feet of an adjoining municipality shall be given by personal service or certified mail to the Clerk of such municipality, which notice shall be in addition to the notice required to be given pursuant to Subsection B of this section to the owners of lands in such adjoining municipality which are located within 200 feet of the subject premises.
- D. Notice shall be given by personal service or certified mail to the [Hudson](#) County Planning Board of a hearing on an application for development of property adjacent to an existing county road or proposed road shown on the Official County Map or on the County Master Plan adjoining other county land or situated within 200 feet of a municipal boundary.
- E. Notice shall be given by personal service or certified mail to the Commissioner of Transportation of a hearing on an application for development of property adjacent to a state highway.
- F. Notice shall be given by personal service or certified mail to the State Planning Commission of hearing on an application for development of property which exceeds 150 acres or 500 dwelling units. Such notice shall include a copy of any maps or documents required to be on file with the municipal agency, [pursuant to N.J.S.A. 40:55D-10.](#)
- G. All notices hereinabove specified in this section shall be given at least 10 days prior to the date fixed for a hearing, and the applicant shall file an affidavit of proof of service with the ~~municipal agency~~ [Board](#) holding the hearing on the application for development at least one [business](#) day before the [date of the](#) hearing. [Notice pursuant to subsections C, D, E and F of this section shall not be deemed to be required unless public notice pursuant to N.J.S.A. 40:55D-12a and b is required.](#)
- H. Any notice made by certified mail as hereinabove required shall be deemed to be completed upon mailing in accordance with the provisions of N.J.S.A. 40:55D-14.
- I. Form of notice. All notices required to be given pursuant to the terms of this chapter shall state the particular municipal agency before which the hearing is to be held, the date, time and place of the hearing, the nature of the matters to be considered, including a general description of the development, the developmental approval and each variance sought, and identification of the property proposed for development by street address, if any, and by reference to lot and block numbers as shown on the

current tax duplicate in the Municipal Tax Assessor's office and the location and times at which any maps and documents for which approval is sought are available as required by law.

- J. ~~Applications before the Historic Preservation Commission shall not require notice unless requested by the Commission.~~ [Deleted pursuant to Historic Preservation Ord. Z-196 adopted 08/15/2012.]

§ 44-30308. List of pProperty eOwners fFurnished.

Pursuant to the provisions of N.J.S.A. 40:55D-12c, the Board Secretary shall, within seven (7) days after receipt of a request therefor and upon receipt of payment of a fee of \$10, make and certify a list from the current tax duplicate of names and addresses of owners to whom the applicant is required to give notice pursuant to § 44-29307B.

§ 44-34309. Decisions.

- A. ~~Each decision on any application for development shall be set forth, in writing, as a resolution of the municipal agency which will include findings of fact and legal conclusions based thereon.~~ The Planning Board and the Zoning Board of Adjustment shall include findings of fact and conclusions based thereon in each decision on any application for development and shall reduce the decision to writing.
- B. The ~~municipal agency~~ reviewing Board shall provide the findings and conclusions through a resolution adopted at a meeting held within the time period provided ~~in the Act~~ pursuant to N.J.S.A. 40:55D-1, et seq. for action by the ~~municipal agency Board~~ Board on the application for development or a memorializing resolution adopted at a meeting held not later than 45 days after the date of the meeting at which the municipal agency voted to grant or deny approval.
- C. Only the members of the ~~municipal agency~~ reviewing Board who voted for the action taken may vote on the memorializing resolution, and the vote of a majority of such members present at the meeting at which the resolution is presented for adoption shall be sufficient to adopt the resolution. An action pursuant to this section, ~~Section 5 of the Act (N.J.S.A. 40:55D-9)~~, resulting from the failure of a motion to approve an application, shall be memorialized by resolution as provided above, with those members voting against the motion for approval being the members eligible to vote on the memorializing resolution. The vote on any such resolution shall be deemed to be a memorialization of the action of the ~~municipal agency Board~~ Board; and ~~not to be an action of the municipal agency~~; however, the date of the adoption of the resolution shall constitute the date of the decision for purposes of the mailings, filings and publications required by ~~Subdivisions h and i of N.J.S.A. 40:55D-10~~ § 44-309E and § 44-310.
- D. If the ~~municipal agency Board~~ Board fails to adopt a resolution or memorializing resolution as hereinabove specified, any interested party may apply to the Superior Court in a summary manner for an order compelling the ~~municipal agency Board~~ Board to reduce its findings and conclusions to writing within a stated time, and the cost of the application, including attorney's fees, shall be assessed against the municipality.
- E. A copy of the decision shall be mailed by the ~~municipal agency Board~~ Board within 10 days of the date of decision to the applicant or, if represented, then to his or her attorney, without separate charge. A copy of the decision shall also be mailed to all persons who have requested it and who have paid the fee prescribed by the ~~municipal agency Board~~ Board for such service. A copy of the decision shall also be filed in the office of the ~~Zoning Officer~~ Planning Board or Board of Adjustment, who shall make a copy of such filed decision available to any interested party upon payment of a fee calculated in the same manner as those established for copies of other public documents in the municipality.
- F. Whenever review of approval of the application by the County Planning Board is required by N.J.S.A. 40:27-6.3, in the case of a subdivision, or N.J.S.A. 40:27-6.6, in the case of a site plan, the Planning Board of Board of Adjustment shall condition any approval that it grants upon timely receipt of a favorable report on the application by the County Planning Board or approval by the County Planning Board by its failure to report thereon within the required time period.

§ 44-32310. Publication of dDecision.

A brief notice of the decision shall be published within 10 days of the date of the decision in the official newspapers of the municipality, if there is one, or in a newspaper of general circulation in the municipality. Such publication shall be arranged by the applicant. Proof of publication shall be filed with the Secretary of the municipal agency Board immediately following the same.

§ 44-33311. Payment of †Taxes.

Pursuant to the provisions of N.J.S.A. 40:55D-39 and N.J.S.A. 40:55D-65, every application for development submitted to the municipal agency Planning Board or Zoning Board of Adjustment shall be accompanied by proof that no taxes or assessments for local improvements are due or delinquent on the property which is the subject of such application or, if it is shown that taxes or assessments are delinquent on said property, any approvals or other relief granted by either Board shall be conditioned upon either the prompt payment of such taxes or assessments or the making of adequate provision for the payment thereof in such manner that the municipality will be adequately protected.

§ 44-312. Dismissal of Inactive Applications.

- A. Applications that have not been deemed complete within six months of the submission date will be dismissed without prejudice.
- B. Applications that have been deemed complete shall be scheduled for a hearing before the appropriate board within the time of action stated in the Municipal Land Use Law. If an applicant fails to appear when scheduled before a board and the time for action pursuant to the Municipal Land Use Law will expire before the next regularly scheduled Planning Board of Board of Adjustment meeting, the application will be dismissed without prejudice.
- C. Extensions on the time for action may be granted for no more than one year from the required time for action, after which the application will be dismissed without prejudice.

Article IV. Appeals

~~§ 44-34. Appeals from decisions of Zoning Board of Adjustment.~~

~~Any appeal from the final decision of the Board of Adjustment approving a D variance may be taken to the governing body in accordance with N.J.S.A. 40:55D-17. The governing body may reverse, remand or affirm, with or without the imposition of conditions, the final decision of the Board of Adjustment approving such variance. The review shall be made on the record before the Board of Adjustment. The affirmative vote of a majority of the full authorized membership of the governing body shall be necessary to reverse, remand or affirm, with or without conditions, any final action of the Board of Adjustment. Any appeal to the governing body shall stay all proceedings in furtherance of the action in respect to which the decision was made, unless the Board certifies to the governing body, after filing of the notice of appeal, that by reason of facts stated in a certificate a stay would cause imminent peril to life or property. In such case, there shall be no stay other than by order of the Superior Court on application upon notice to the Board.~~

Article IV. [Reserved]

Article V. [Reserved]

[NOTE: Article V, Historic Preservation Commission is already deleted pursuant to adoption of Ordinance No. Z-196 on 08/15/2012. Article V should be held in reserve should the city wish to establish an Environmental Commission or a Construction Board of Appeals.]

Article VI. Miscellaneous Provisions

§ 44-47601. Definitions.

Whenever a term is used in this chapter which is defined in ~~P.L. 1975, c. 291~~ [the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq. or in Chapter 196, Zoning, of the Code of the City of Hoboken](#), such term is intended to have the meaning set forth in the definition of such term found in said statute, unless a contrary intention is clearly expressed from the context of this chapter. [The term "administrative officer" for all purposes under the Municipal Land Use Law and under this chapter shall mean the Secretary of the Planning Board or the Secretary of the Zoning Board of Adjustment, as the case may be, unless another official is specified herein.](#)

§ 44-48~~602~~. Repealer[Interpretation.](#)

~~All sections of the Land Subdivision Ordinance, Zoning Ordinance, Site Plan Review Ordinance or any other ordinance of the City of Hoboken which contains provisions contrary to the provisions of this chapter shall be and are hereby, to the extent of such inconsistency, repealed.~~

[This chapter shall be read and interpreted in pari materia with the Municipal Land Use Law, N.J.S.A. 40:55d-1, et seq. as amended, the Zoning Ordinance of the City of Hoboken \(Chapter 196\), and the Subdivision of Land Ordinance of the City of Hoboken \(Chapter 34\), as amended.](#)

§ 44-49. ~~Provisions continued.~~

~~The substantive provisions of the existing Land Subdivision Ordinance adopted April 1, 1959, and the Zoning Ordinance of the City of Hoboken adopted August 1979 and the development regulations set forth therein shall continued in full force and effect.~~

§ 44-50~~603~~. Pending a[Applications.](#)

All applications for development filed prior to the effective date of this chapter may be continued [under the provisions of the prior statute](#), but any appeals arising out of decisions made on any such application shall be governed by the provisions of ~~Article IV~~ [§ 44-213](#) of this chapter.

§ 44-51. ~~Title.~~

~~This chapter shall be known and may be cited as the "Land Use Procedures Ordinance of the City of Hoboken."~~

§ 44-52~~604~~. Copy to be filed with County Planning Board[Filing of Copy.](#)

Immediately upon adoption of this chapter, the Municipal Clerk shall file a copy of this chapter with the [Hudson](#) County Planning Board, as required by law. The Clerk shall also file with said [Hudson](#) County Planning Board copies of all other ordinances of the municipality relating to land use, ~~such as the Subdivision Ordinance~~[which have heretofore not been filed.](#)

§ 44-53. ~~Interpretation.~~

~~This chapter shall be read and interpreted in pari materia with the Municipal Land Use Law, as amended, P.L. 1975, c. 291, the Zoning Ordinance of the City of Hoboken, adopted August 1979, and the Land Subdivision Ordinance of the City of Hoboken, approved April 1, 1959, as amended. Immediately upon adoption of this amended chapter, the Municipal Clerk shall file a copy of this amended chapter with the County Planning Board as required by law.~~

§ 44-54. ~~When effective.~~

~~This chapter shall take effect on final adoption and publication according to law.~~

SECTION TWO: ADDITIONAL AMENDMENTS

The following Chapters and Sections of the Municipal Code of the City of Hoboken are hereby amended, for consistency with Chapter 44 (as amended); deletions to the current ordinance are noted in ~~strikethrough~~, additions to the current ordinance are noted in underline.

Chapter 34A, "Development Application Checklists" shall be deleted in its entirety.

Chapter 196, ZONING

Article XIV. Zoning Board of Adjustment

~~§ 196-54. Establishment, membership and organization.~~

~~A. Establishment. The Zoning Board of Adjustment shall be continued pursuant to the requirements of Article II of the Land Use Procedures Ordinance of the City of Hoboken. *Editor's Note: See Ch. 44, Land Use Procedures.*~~

~~B. Membership.~~

~~[Amended 1-20-2010 by Ord. No. Z-26]~~

~~(1) The Zoning Board of Adjustment shall consist of seven members appointed by the City Council, subject to the conditions set forth in § 44-11 of the Hoboken City Code and N.J.S.A. 40:55D-69 et seq., concerning length of members' terms, ineligibility of those holding elective or appointive municipal office, exclusion from voting of members having any personal interest, directly or indirectly, in the issue under consideration and other items concerning members' appointment, tenure and conduct.~~

~~(2) The Zoning Board of Adjustment shall include four alternate members appointed by the City Council, subject to the conditions set forth in § 44-11 and N.J.S.A. 40:55D-69 et seq., concerning length of members' terms, ineligibility of those holding elective or appointive municipal office, exclusion from voting by members having any personal interest, directly or indirectly, in the issue under consideration, and other items concerning members' appointment, tenure and conduct.~~

~~C. Organization. The Zoning Board of Adjustment shall elect a Chairman and Vice Chairman from among its members and select a Secretary who may or may not be a member of the Board or a municipal employee.~~

~~§ 196-55. Powers and responsibilities.~~

~~A. Powers. The Zoning Board of Adjustment shall have the powers accorded to it in accordance with N.J.S.A. 40:55D-69 et seq., of the New Jersey Statutes as set forth in Article II of the Land Use Procedures Ordinance of the City of Hoboken *Editor's Note: See Ch. 44, Land Use Procedures.* as follows:~~

~~(1) Hear and decide appeals where it is alleged by the appellant that there is any order, requirement, decision or refusal made by the Zoning Officer or other administrative agency based on or made in the enforcement of the Zoning Ordinance.~~

~~(2) Hear and decide in accordance with the provisions of the Zoning Ordinance requests for interpretation of the Zoning Map or Ordinance or for decisions upon other special questions upon which such Board is authorized to pass by this ordinance.~~

~~(3) Where by reason of exceptional narrowness, shallowness or shape of a specific piece of property or by reason of exceptional topographic conditions or physical features uniquely affecting a specific piece of property or by reason of other extraordinary or exceptional situations uniquely affecting a specific piece of property or the structures lawfully existing thereon, the strict application of this section would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon the developer of such property, grant, upon an application or appeal relating to such property, a variance from such strict application of such regulation so as to relieve such difficulties or hardship. Where in an application or appeal relating to a specific piece of property the purposes of this act would be advanced by a deviance from the requirements of this section and the benefits of such deviation would substantially outweigh any~~

detriment, a variance may be granted to allow departure from the strict interpretation of the regulations of this section. The foregoing is subject to the provision that no variance to permit those departures enumerated in Subsection B of this section shall be granted under this subsection, and provided further that the proposed development does not require approval by the Planning Board of a subdivision, site plan or conditional use in conjunction with which the planning Board has power to review a request for a variance pursuant to the requirements of the Land Use Procedures Ordinance. *Editor's Note: See Ch. 44, Land Use Procedures.*

[Amended 6-21-1989 by Ord. No. P-58]

(4) Grant a variance in particular cases and for special reasons to allow a structure or use in a district restricted against such structure or use, but only by affirmative vote of at least 2/3 of the full authorized membership of the Zoning Board of Adjustment.

B. Responsibilities and limitations.

(1) No variance or other relief may be granted under the terms of this subsection, unless such variance or other relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the land use plan and Zoning Ordinance.

(2) On such matters as have not previously been reviewed by the Planning Board, the Zoning Board of Adjustment shall, at least 45 days before the required public hearing of any appeal or application, transmit a copy of such appeal or application to the Planning Board, together with a copy of the notice of such hearing so that the Planning Board may review and submit a report of its opinion prior to the date of such hearing. Planning Board failure to submit such report shall be considered approval of the application or appeal.

(3) The Zoning Board of Adjustment shall prepare an annual report on variances in accordance with the requirements of N.J.S.A. 40:55D-70.1, as specified in Article 9 of the Municipal Land Use Law.

[Added 6-21-1989 by Ord. No. P-58]

§ 196-56. Procedure.

A. Appeals from the Zoning Enforcement Officer. Appeals to the Zoning Board of Adjustment may be taken by any interested party affected by any decision of the Zoning Enforcement Officer of the City based on or made in the enforcement of this chapter or official map. Such appeal shall be taken within 20 days by filing a notice of appeal with the Zoning Enforcement Officer specifying the grounds of such appeal. The Zoning Enforcement Officer shall immediately transmit to the Zoning Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.

[Amended 6-29-1994 by Ord. No. R-58]

B. Application for development.

(1) A developer may file an application for development with the Zoning Board of Adjustment for action under any of its powers without prior application to the Zoning Enforcement Officer.

(2) If an application for development is filed with the Zoning Board of Adjustment, whether or not an appeal from a decision of the Zoning Enforcement Officer is also taken, the applicant shall submit three copies of his completed application to the Secretary of the Zoning Board of Adjustment. The time for the Board's review shall not begin to run until the submission of a complete application with the required fee. Unless the applicant is informed in writing by the Secretary of the Zoning Board of Adjustment within 45 days of the actual submission of the application that it is incomplete, said application shall be deemed complete as of the date it was submitted.

(3) A complete application for development under this article shall consist of the following:

(a) A properly completed variance information application form.

(b) The required fee, as per § 196-63 of this chapter.

~~(c) If subdivision and/or site plan and/or conditional use approval is also sought as part of an application for a variance pursuant to this chapter, the applicant shall also include the information and documents required pursuant to the provisions of the Land Use Procedures Ordinance.~~

~~(4) The Secretary of the Zoning Board of Adjustment shall distribute the application for review and report and, where required, approval as follows:~~

~~(a) The Zoning Board of Adjustment.~~

~~(b) The Planning Board.~~

~~(c) The City Engineer.~~

§ 196-57. Time for decision.

~~The Zoning Board of Adjustment shall render a decision not later than 120 days after the date that an appeal is taken from the decision of the Zoning Enforcement Officer or the submission of a complete application for development to the Zoning Board of Adjustment pursuant to the requirements of this article. Failure of the Board to render a decision within such one-hundred-twenty-day period or within such further time as may be consented to by the applicant shall constitute a decision favorable to the applicant.~~

§ 196-58. Other powers and duties.

~~All other powers and duties of the Zoning Board of Adjustment not specifically designated in this article shall be as set forth in the Land Use Procedures Ordinance. *Editor's Note: See Ch. 44, Land Use Procedures.*~~

§ 196-63. Application and escrow fees.

[Amended 6-21-1989 by Ord. No. P-58; 3-20-1991 by Ord. No. P-136; 5-1-2002 by Ord. No. DR-36; 5-7-2003 by Ord. No. DR-90; 6-18-2008 by Ord. No. DR-357; 9-1-2010 by Ord. No. Z-53]

Action Requested	Project Type	Project Size	Application Fee	Escrow Fee
Site Plan, PUD, Conditional Use Approval				
Minor site plan [per § 196-26A(1)(b)]				
	Residential	3-9 dwelling units	\$500	\$5,000
	Nonresidential	3,000-4,999 square feet	\$500	\$5,000
	Other	per § 196-26	\$500	\$5,000
Preliminary site plan, PUD, conditional use				
	Residential	10+ dwelling units	\$750 plus \$50/dwelling unit	\$10,000 plus \$100/dwelling unit
	Nonresidential	under	\$750	\$5,000

Action Requested	Project Type	Project Size	Application Fee	Escrow Fee
		5,000 square feet		
	Nonresidential	5,000-9,999 square feet	\$1,000 plus \$50/1,000 square feet	\$7,500
	Nonresidential	10,000-24,999 square feet	\$1,500 plus \$50/1,000 square feet	\$10,000
	Nonresidential	25,000 square feet and over	\$2,000 plus \$50/1,000 square feet	\$15,000
Final site plan	All	All	50% of preliminary	50% of preliminary
Amendment or extension of preliminary or final site plan or conditional use approval	All	All	\$500	\$2,500
Appeals, Interpretations, Variances				
Appeals, per N.J.S.A. 40:55D-70a	All	All	\$300	\$1,000
Interpretations, per N.J.S.A. 40:55D-70b	All	All	\$300	\$1,000
Hardship variance, per N.J.S.A. 40:55D-70c	All	All	\$300 for first \$150 for each additional	\$1,000 if NOT part of site plan \$3,000 if part of site plan
Use variance, per N.J.S.A. 40:55D-70d	All	All	\$500 for first \$250 for each additional	\$1,000 if NOT part of site plan \$3,000 if part of site plan
Other Fees				
Special meeting request	All	All	\$1,000	None
Informal or concept review	All	All	\$400	500

Action Requested	Project Type	Project Size	Application Fee	Escrow Fee
Redevelopment plan amendment	All	All	\$2,500	\$5,000
Zoning Review				
	Residential	1-4 dwelling units	\$100	None
	Residential	5+ dwelling units	\$100 plus \$25/dwelling unit over 4	None
	Nonresidential	under 5,000 square feet	\$100	None
	Nonresidential	5,000-9,999 square feet	\$200	None
	Nonresidential	10,000-49,999 square feet	\$400	None
	Nonresidential	50,000 square feet and over	\$500	None
Historic Preservation Review				
	Residential	1-4 dwelling units	\$50 \$35/dwelling unit	None
	Residential	5+ dwelling units	\$50/1,000 square feet	None
	Nonresidential	All		None
Subdivision	Minor or major	All	\$5/lot	None

SECTION THREE: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION FOUR: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not 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 FIVE: EFFECTIVE DATE

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

SECTION SIX: CODIFICATION

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

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

Date of Introduction: April 17, 2013

Approved:

Approved as to Legal Form:

 Quentin Wiest, Business Administrator

 Mellissa Longo, Interim Corporation Counsel

RECORD OF COUNCIL VOTE ON 1ST READING				
Councilperson	Yea	Nay	Abstain	No Vote
Councilman Bhalla				
Councilwoman Castellano				
Councilwoman Giattino				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Cunningham				

RECORD OF COUNCIL VOTE ON 2 ND READING				
Councilperson	Yea	Nay	Abstain	No Vote
Councilman Bhalla				
Councilwoman Castellano				
Councilwoman Giattino				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Cunningham				

I do hereby certify that the foregoing is a true and correct copy of an ordinance duly adopted by the City Council of the City of Hoboken, in the County of Hudson on this ____ day of _____, 2013

James Farina, City Clerk

Approved by the Mayor of the City of Hoboken on the ____ day of _____, 2013.

Dawn Zimmer, Mayor

-or-

Vetoed by the Mayor for the following reasons:

Sponsored by: Castellano

Seconded by: _____

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

**AN ORDINANCE TO AMEND PORTIONS OF CHAPTER 93
TITLED “DOGS AND OTHER ANIMALS,”
SPECIFICALLY SECTION 93-1, SECTION 93-15
AND SECTION 93-17**

WHEREAS, Chapter 93 of the Administrative Code of the City of Hoboken titled “Dogs and Other Animals” currently addresses issues regarding animals in the City of Hoboken, including, but not limited to, licensing of dogs, kennels and pet shops; and

WHEREAS, the City Council wishes to ban the retail sale of dogs and cats within the City of Hoboken in the future;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hoboken that Sections 93-1, 93-15 and 93-17 of Chapter 93 of the Administrative Code of the City of Hoboken shall be amended as follows (additions noted in underline; ~~deletions~~—noted in ~~striketrough~~):

SECTION ONE: AMENDMENTS

§ 93-1. Definitions

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

AUTHORIZED AGENT

A Sanitary Inspector First Grade or a Public Health Nuisance Investigator of the Hoboken Board of Health.

DOG

Any dog, bitch or spayed bitch.

DOG OF LICENSING AGE

Any dog which has attained the age of seven months or which possesses a set of permanent teeth.

GUIDE DOG

Any dog certified to serve and aid those members of our nation who suffer from a verified disability, and are at the time serving or aiding a person with a verified disability.

HEALTH OFFICER

The legally designated Health Officer of the City of Hoboken or his authorized representative.

KENNEL

Any establishment wherein or whereon the business of boarding or selling dogs or breeding dogs for sale is carried on, except a pet shop.

LEGALLY-EXISTING NONCONFORMING USE

Any pet shop wherein dogs or cats for sale are kept or displayed or any kennel where the business of boarding, selling or breeding dogs for sale is carried on or any pet shop operator in the City of Hoboken prior to the effective date of this ordinance. A legally-existing nonconforming use does not include any pet shop, pet shop operator or kennel whose license issued in accordance with § 93-7 is subsequently revoked.

OWNER (WHEN APPLIED TO THE PROPRIETORSHIP OF A DOG)

Includes every person having a right of property in such dog and every person who has such dog in his keeping.

PET GROOMING SHOP

Any room or group of rooms wherein dogs, cats or other animals are washed, cleaned or groomed.

PET SHOP

Any room or group of rooms, cage or exhibition pen, not part of a kennel, wherein dogs, cats, birds, fish, reptiles, lawful wildlife, rodents or insects for sale are kept or displayed.

PET SHOP OPERATOR

A person who owns and/or operates a pet shop.

POUND

An establishment for the confinement of dogs seized either under the provisions of this chapter or otherwise.

RULE OR ORDER

Directive of the Health Officer.

SHELTER

Any establishment where dogs are received, housed and distributed without charge.

§ 93-15. ~~(Reserved)~~ Prohibited acts, exceptions.

No pet shop or pet shop operator shall sell, offer for sale, barter, auction, breed or otherwise improperly dispose of cats or dogs, or both, in the City of Hoboken. This section shall not apply to legally-existing nonconforming uses or to the adoption of cats or dogs, or both. Nothing

contained herein shall prohibit a shelter, pound or other establishment from keeping, displaying, selling or otherwise transferring any cat or dog, or both, that has been seized, rescued or donated.

§ 93-17. Violations and penalties.

- A. Any person who shall violate any provision of this chapter shall, upon conviction, be punished by:
 - (1) A fine of not more than \$1,000, except with respect to a violation of § 93-16, which shall have a minimum fine of \$100 and a maximum fine of \$2,000; and/or;
 - (2) Community service for a period not more than 90 days or imprisonment for a term not exceeding 90 days.
- B. Each day's failure to comply with any provision, rule or other, except violations of § 93-16, shall constitute a separate and distinct offense.
- C. Each violation of § 93-16, regardless of the number of violations in any given day, shall constitute a separate and distinct offense.
- D. The names of those individuals convicted of violating § 93-16 shall be publicized by prominently placing their names, along with the date and location of the violation, and any other information deemed relevant by the City, on the website operated by the City of Hoboken, www.hobokennj.org, for a period of not less than two months following the date of conviction. This provision does not preclude the City from taking other steps as necessary to increase public awareness of violations of § 93-16.
- E. Any person who is convicted of violating any provision of Chapter 93 of the Code of the City of Hoboken, within one year of the date of a previous violation of that same provision, and who was fined for the previous violation, shall be sentenced to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum nor shall it exceed the maximum fine fixed for a violation of the chapter, but shall be calculated separately from the fine imposed for the violation of the chapter, as provided for by N.J.S.A. 40:69A-29.
- F. The violation of one of more provisions of § 93-15 shall be subject to abatement summarily by a restraining order or by an injunction issued by a court of competent jurisdiction.

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 are 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 remain 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.

Date of Introduction: April 17, 2013

Introduction:

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

Final Reading:

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				

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

Approved as to Legal Form:

Mellissa L. Longo, Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2013

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2013

Dawn Zimmer, Mayor

Sponsored by: Mello
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE TO AMEND CHAPTER 179A ENTITLED
"TAXICABS" TO AMEND THE MILEAGE / AGE REQUIREMENTS
UNDER § 179A-18(C)(8)**

WHEREAS, the City has determined that the mileage / age requirements of § 179A-18(C)(8) are impracticable for taxi owners to comply with under current economic circumstances; and,

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

§ 179A-18 Taxicab equipment and maintenance; inspection and inspection licenses.

...

C. Every vehicle operating under this chapter shall be kept in a clean and sanitary condition according to the rules and regulations promulgated by the Division of Taxi and Limousine Licensing, including but not limited to:

...

~~(8) Vehicles used as taxicabs must not be more than four years old nor have greater than 125,000 miles, whichever occurs later.~~

(8) Vehicles used and/or licensed as taxicabs shall be five (5) or less model years old as of the date of license renewal, except that taxicabs which are both a wheelchair accessible taxicab, according to national industry standards, and a green taxicab, according to Chapter 179A of the City Code, shall be six (6) or less model years old as of the date of license renewal.

(a) E.g.: At the time of license renewal in 2014, only taxicabs which are a model year of 2009 or newer will comply with this section (2014=0 years, 2013=1 year, 2012=2 years, 2011=3 years, 2010=4 years, and 2009=5 years), **unless** such taxicab is both wheelchair accessible and a green taxi, as described herein, in which case, a model year of 2008 or newer shall comply with this section.

(b) Any vehicle which was compliant with the immediately prior mileage / age requirements of this section shall not be required to comply with this amended section until submission of the annual license renewal application in 2014.

(c) Any vehicle which received a 2013 renewal license prior to adoption of this amended section shall not be required to comply with this amended section until submission of the annual license renewal application in 2014.

(d) Any vehicle registered and licensed with the City of Hoboken for the first time within the one (1) year preceding the adoption of this Ordinance No. Z- shall not be required to comply with this amended section until submission of the annual license renewal application in 2014.

(e) All other vehicles not classified in subsections (b) through (d), herein, must comply with this amended ordinance within six months of adoption of this ordinance, or the owner's license shall be revoked in accordance with the revocation process of this Chapter 179A.

(9) No previously unlicensed vehicle shall be qualified for licensure under this Chapter unless said vehicle has less than a 100,000 mile reading on the odometer and, when applicable, the odometer statement attached to the bill of sale when the sale has happened within thirty (30) days of license application, at the time of license application.

No other amendments are made to § 179A as part of this Ordinance

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION THREE: SEVERABILITY

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

SECTION FOUR: EFFECTIVE DATE

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

SECTION FIVE: CODIFICATION

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

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

Date of Introduction: April 3, 2013

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Interim Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2013

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
On the ____ day of _____, 2013

Dawn Zimmer, Mayor