

1st reading
2-5-14 (1)

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN

ORDINANCE NO. Z-281

AN ORDINANCE AMENDING CHAPTER §133 (NOISE CONTROL) REGARDING PENALTY FOR VIOLATIONS

WHEREAS, On February 16, 2011, the City of Hoboken adopted Ordinance No. Z-84, which Ordinance amended Chapter 133 "Noise Control" of the Hoboken City Code; and

WHEREAS, the City of Hoboken, Mayor and Council, wish to amend the penalty provisions for violations of Chapter 133 "Noise Control" of the Hoboken City 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: AMENDMENTS

Chapter 133, Zoning, of the Code of the City of Hoboken is hereby amended as follows; deletions to the current ordinance are noted in striketrough, additions to the current ordinance are noted in underline.

CHAPTER 133. NOISE CONTROL

133-11(B) Any person who violates any provision of this ordinance shall be subject to a civil penalty for each offense of not more than ~~\$3,000~~ \$2,000. If the violation is of a continuing nature, each day during which it occurs shall constitute an additional, separate, and distinct offense.

133-11(E) If the violation is deemed by the Noise Control Officer or Noise Control Investigator to be a non-minor violation the violator shall be notified that if the violation is not immediately corrected a NOPA with a civil penalty of no more than ~~\$3000~~ \$2,000 will be issued. If a non-minor violation is immediately corrected a NOV without a civil penalty shall still be issued to document the violation. If the violation occurs again (within 12 months of the initial violation) a NOPA shall be issued regardless of whether the violation is immediately corrected or not.

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All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in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: February 5, 2014

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

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

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

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

Dawn Zimmer, Mayor

1st reading
2-5-14 (3)

Sponsored by: Peter Cuning
Seconded by: [Signature]

CITY OF HOBOKEN
ORDINANCE NO. _____ 7-282

AN ORDINANCE TO AMEND CHAPTER 190 ENTITLED "VEHICLES AND TRAFFIC" TO MAKE NECESSARY ALTERATIONS TO THE TRAFFIC, BUS AND PARKING REGULATIONS ON WILLOW AVENUE BETWEEN 13TH STREET AND 16TH STREET

WHEREAS, the City has determined that the parking and transportation regulations on Willow Avenue between 13th and 16th Streets must be amended to be congruent with the changes being made in that area due to the County's viaduct constructional changes.

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

SECTION ONE: AMENDMENTS TO CHAPTER 190

190-13 Bus Stops Designated

The locations described are hereby designated as bus stops. No vehicle other than an omnibus picking up or discharging passengers shall be permitted to occupy said location between the hours indicated.

H. Willow Avenue (H.C. Rd. No. 675) northbound on the easterly side at:

Street/Location	Hours/Days
Fourteenth Street and Fifteenth Street (mid block), beginning at the northerly curbline of Fourteenth Street and extending 248 feet northerly therefrom	All
<u>Fourteenth Street beginning at a point of 40 feet south of the southerly curbline of Fifteenth Street and extending 100 feet southerly therefrom.</u>	<u>All</u>

190-29.8 Time Limit Parking Locations and fees

In accordance with the provisions of this Article XVII, no person shall park or stand a vehicle for longer than the time limit posted upon any of the herein described streets or parts of streets, subject only to the exceptions and conditions in § 190-29.9:

Willow Avenue from Thirteenth Street to Sixteenth Street	Both	9:00 a.m. to 9:00 p.m./ 2.0 hours	\$0.25/15 min.
<u>Willow Avenue from Fifteenth Street to Sixteenth Street</u>	<u>east</u>	<u>9:00 a.m. to 9:00 p.m./ 2.0 hours</u>	<u>\$0.25/15 min.</u>
<u>Willow Avenue from Thirteenth Street to Fourteenth Street</u>	<u>east</u>	<u>9:00 a.m. to 9:00 p.m./ 2.0 hours</u>	<u>\$0.25/15 min.</u>
<u>Willow Avenue from Thirteenth</u>	<u>west</u>	<u>9:00 a.m. to 9:00</u>	<u>\$0.25/15</u>

Street to Sixteenth Street

p.m./ 2.0 hours

min.

190-6 No Stopping or Standing

B. Stopping or Standing prohibited at any time. In accordance with the provisions of this sub section, no person shall stop or stand a vehicle at any time upon any of the following described streets or parts of streets:

Name of street	Side	Limits
<u>Willow Avenue</u>	<u>east</u>	<u>beginning at a point of 140 feet south of the southerly curblineline of 15th street and extending to the northerly curblineline of 14th street</u>

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: February 5, 2014

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

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

James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

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

Dawn Zimmer, Mayor

1st reading (3)
2-5-14

Sponsored by: Boris B...
Seconded by: Peter H. Cunningham
Z-283

CITY OF HOBOKEN
ORDINANCE NO. _____

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

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

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

Date of Introduction: January 22, 2014
Date Returned to First Reading (as revised): February 5, 2014

Introduction:

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

Approved as to Legal Form:

Vetoed by the Mayor for the following reasons: _____

Mellissa Longo, Interim Corporation Counsel

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

-or-

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

James Farina, City Clerk

Dawn Zimmer, Mayor

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

1st reading (4)
2-5-14

Sponsored by:

Seconded by:



CITY OF HOBOKEN
ORDINANCE NO. _____

2-284

ORDINANCE APPROVING THE TERMS OF THE ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND HOBOKEN FAMILY PLANNING INC. FOR THE USE OF A UNIT IN THE CITY'S MULTISERVICE CENTER (AS REVISED AND RETURNED TO FIRST READING)

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

WHEREAS, the City wishes to allow Hoboken Family Planning Inc. to utilize the vacant space, as it has done in the past, exclusively for non-profit medical services, and the City (as landlord) and Hoboken Family Planning Inc. (as tenant) have negotiated a lease agreement for the aforementioned use (attached hereto); and

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

WHEREAS, the lease terms were presented to Council on first reading on January 22, 2014, but are hereby amended to include a substantial change which requires the lease to be reconsidered on first reading.

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

SECTION ONE:

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

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION THREE: SEVERABILITY

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

SECTION FOUR: EFFECTIVE DATE

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

SECTION FIVE: CODIFICATION

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

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

Date of Introduction: January 22, 2014

Date Returned to First Reading (as revised): February 5, 2014

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

Final Reading:

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

Approved as to Legal Form:

Vetoed by the Mayor for the following reasons: _____

Mellissa Longo, Corporation Counsel

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

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

James Farina, City Clerk

Dawn Zimmer, Mayor

Lease Agreement

This Agreement is made on February , 2014

BETWEEN **City of Hoboken**

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

AND **Hoboken Family Planning Inc.**

whose address is
referred to as the
"Tenant."

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

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

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

4. **Rent.**

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

(b) The fixed basic rent during the term of this Lease shall be payable by Tenant in equal monthly installments as described in paragraph (a), in advance, as follows: \$1,500.00 PER MONTH FOR THE FIRST YEAR, \$1,500.00 PER MONTH FOR THE SECOND YEAR, AND \$2,250.00 PER MONTH FOR THE THIRD YEAR, which shall include all utilities. Upon any holdover after the term herein shall increase the rent in accordance with the NY/NJ CPI then in effect at the initial time of the holdover, which shall be calculated on an annual basis.

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

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

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

(f) Tenant agrees to pay throughout the term of this Lease as additional rent, any and all such amounts as may be due and payable, when due for all other charges not included in basic rent

which become due as a result of Tenant's obligations under this lease, or as a result of Tenant's tenancy, generally.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Liens. Other than by reason of the agreed upon repairs to be done prior to the commencement date, if any construction or other liens are created or filed against the Premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair or addition to any building or improvement, the Tenant will, upon demand, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any lien claims that may have been filed to the extent such liens are created or filed against the premises as a result of work done at the tenant's request. Failure to do so, will entitle the Landlord to resort to such remedies as are provided in this Lease for any default of this Lease, in addition to such as are permitted by law.

33. Waiver of Subrogation Rights. The Tenant waives all rights of recovery against the Landlord or the Landlord's agents, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant will obtain from Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

34. Security. The Tenant has deposited with the Landlord the sum of \$ **\$0.00** (the "Security Deposit") as security for the payment of the rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant to be performed.

35. Estoppel Certificates. The Tenant will at any time and from time to time upon not less than **ten (10)** days prior notice by the Landlord, execute, acknowledge and deliver to the Landlord or any other party specified by the Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications) and the dates to which the rent, additional rent and other charges have been paid, and stating whether or not, to the knowledge of the signer of such certificate, the Tenant or the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, as well as certifying to such other matters as the Landlord or the intended recipient of such certificate may reasonably request.

36. Conformation with Laws and Regulations. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or the regulations of any governmental agency as if the particular provisions of the applicable statutes or regulations were set forth at length in this Lease.

37. Number and Gender. In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

[The remainder of this page intentionally left blank]

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

City of Hoboken

Hoboken Family Planning Inc.

Dawn Zimmer
Mayor

CEO

James Farina, City Clerk
Attestation

Attestation

Approved As To Form:

Approved As To Form:

Mellissa Longo, Esq.
Corporation Counsel

General Counsel