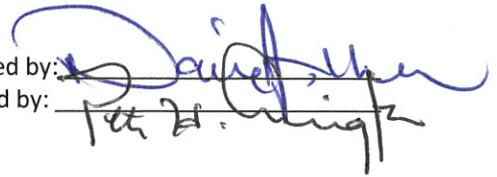


①

1st reading  
1-22-14

Sponsored by:

Seconded by:



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

**AN ORDINANCE TO AMEND ARTICLE VIII OF CHAPTER 168 ENTITLED  
"ROAD OPENING PERMITS" TO MOVE THE PERMIT ENFORCEMENT  
OF THE ARTICLE TO THE DEPARTMENT OF TRANSPORTATION AND  
PARKING, AND TO MAKE OTHER MINOR REVISIONS TO THE PERMIT  
REQUIREMENTS**

**WHEREAS**, the City has determined that it is more effective and efficient to have the City's Road Opening Permits overseen and enforced by the Department of Transportation and Parking, and to make other minor amendments to the road opening requirements and procedures.

**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 ARTICLE VIII OF CHAPTER 168**

§ 168-56 Scope.

The following are the rules and regulations, including fees, which shall govern road opening permits within the City of Hoboken.

§ 168-57 Permit required; violations and penalties.

A.

No person, firm, corporation, public utility, authority or municipality will hereinafter tear up, open, remove, construct, reconstruct, tunnel, bore, probe, obstruct, or excavate any portion of any road, street, curb, sidewalk, utility, facility, or any portion thereof, in the City of Hoboken (City), owned, maintained or controlled by the City as part of the City's infrastructure system, for the purpose whatsoever, without first making application for, and receiving, a permit thereof, signed in the name of the City by the Director (hereinafter "Director") of the ~~Department of Environmental Services~~ Department of Transportation and Parking (hereinafter "~~Environmental Services~~DTP").

B.

Any road, street, curb, sidewalk, bridge, utility, facility, structure under the jurisdiction of the City that is obstructed, opened, removed, constructed, reconstructed, tunneled, bored, probed, excavated, damaged or destroyed without prior approval of ~~Environmental Services~~ DTP will result in a fine, and repairs shall be made by the applicant to the satisfaction of ~~Environmental Services~~ DTP.

§ 168-58 Application for permit; emergency waiver; fees; denial and revocation of permit.

A.

An application for a road opening permit should allow ~~seven~~ ten (10) business days for review (with exceptions to emergencies) by ~~Environmental Services~~ DTP or its authorized agent(s). Applicants should state the name, address, phone contact of the applicant, the name, address, phone contact of the property owner(s), the name, address, email address, twenty-four-hour phone contact of the contractor(s)/subcontractor(s) performing work, with the name of the City road to be opened [with notation to cross streets and immediately adjacent street address(es)], the nature of work to be performed and anticipated start and completion dates. The permit application shall be accompanied by three copies of a reasonably accurate sketch or plans, as well as a traffic control plan, certificate of liability insurance (in accordance with § 168-63, Insurance required), Zoning Board approval, Planning Board approval, and/or county or state approval, as applicable. ~~Environmental Services~~ DTP reserves the right to require plans or drawings to be drawn by a licensed professional engineer. Where the road opening

permit involves a site plan or a subdivision plan approved by the City Planning Board or City Zoning Board, a copy of the approved site plan or subdivision plan will be submitted with the application. The permittee will comply with this article and the regulations herein and laws related to the proposed work and any other data as may be reasonably required by ~~Environmental Services DTP~~ or its authorized agent(s). All construction shall be governed by the current edition of the New Jersey Department of Transportation (NJDOT) Standard Specifications for Roads and Bridge Construction, latest edition, and any amendments thereto. Permits are valid for ~~one year~~ ninety (90) days from date of issue unless otherwise noted. The validity of the permit may be extended, in the City's sole discretion, if so requested, in writing, by the applicant prior to its expiration period thereof, for such additional periods as requested by the applicant. ~~Environmental Services DTP~~ may, in its sole discretion, approve the extension subject to conditions and/or limitations or deny the extension and declare said permit to be null and void upon expiration of the term of the original permit. A permit fee payment shall be in the form of a check or money order payable to the "City of Hoboken," or in the form of a valid credit card. No cash will be accepted.

B.

In the event of an emergency, the advanced filing period may be waived, but all submissions must be received no more than twenty-four (24) hours from the time of opening or an additional fee of \$100.00 per day will be assessed on the project. Any event in which a structure, sewer, water main, conduit or utility, in, under or over any road, street, sidewalk, breaks, bursts or otherwise is in such condition as to immediately endanger the property, life, health or safety of any individual, the person, company or utility owning or controlling such structure, sewer, water main, conduit or utility shall constitute an emergency, which shall allow for road opening without first applying for and obtaining a permit hereunder. Any individual attempting to utilize the emergency waiver provision shall immediately take proper emergency measures to secure or remedy the dangerous conditions for the protection of property, life, health and safety of individuals, and ~~Environmental Services DTP~~ must be notified immediately of the occurrence. In the event that the ~~Environmental Services DTP~~ office is closed (after hours, weekends and holidays), a written notice shall be directed to the Hoboken Police Department and by fax copy to the ~~Environmental Services DTP~~ office stating the nature of said emergency and the individual's utilization of the waiver provision hereunder. ~~However~~ Furthermore, such person owning or controlling such facility, structure or utility ~~will apply for a permit not later than the next business day and will not proceed with the permanent repairs and inspection without first obtaining a permit hereunder.~~

C.

The City will charge the permittee according to the Fee Schedule, ~~as attached at~~ Schedule 1 of Chapter 168.

The permittee, to whom a permit has been issued, will not perform any work other than that for which the permit provides, and all applicable fees have been paid. A separate permit will be required for each and every opening. The applicant will sign the permit application and will be bound by all obligations of the permit and this article and will be referred to as the "permittee." A permit may not be transferred ~~except upon written consent of the Director of Environmental Services DTP~~.

D.

If the application for a permit, or any extension thereof, is denied, ~~Environmental Services DTP~~ will send the applicant a written notification of the denial, and will state the reason of denial. Any permit issued under this article may be revoked at any time by ~~Environmental Services DTP~~ for work conducted outside of the submitted permit area, work plans and/or failure to comply with this article and conditions of the permit application. ~~Environmental Services DTP~~ also reserves the right to stop work for failure to comply with this article and/or ~~to~~ may order the completion of sufficient work to ensure the safety of individuals and vehicular traffic.

§ 168-59 Performance and maintenance guaranties; temporary no-parking signs.

A.

All permittees [excluding public utilities, their registered and authorized contractor(s)/subcontractor(s), agents or contractor(s)/subcontractor(s) of county, state or federal agencies] will deposit a guarantee of credit with the ~~Department of Environmental Services DTP~~ in the form of a bond, or note of certified funds, acceptable to ~~Environmental Services DTP~~. One year after final restoration of work, pending the

approval of ~~Environmental Services~~ DTP, the guarantee will be released, with exception to newly paved roads, where the bond must be for ~~two~~ four (4) years. However, should ~~Environmental Services~~DTP, upon final inspection, determine that the construction and/or reconstruction done under the permit was unsatisfactory, and/or otherwise in violation of the approved plans or conditions attached to the permit, and should the permittee, upon receipt of written notice of deficiencies, fail to remedy same within 30 days, then the City shall deduct from the permittee's guarantee all expenses incurred by the City in performing the necessary repairs to remediate same.

B.

~~Environmental Services~~ DTP shall have the right to perform borings in the pavement, cut cores in the pavement or to perform other investigations as deemed necessary to confirm that the provisions of the road opening permit have been satisfied. Upon a finding that the permittee failed to satisfy the provisions of the permit and/or this article, the cost of such investigation and all rehabilitation and/or remediation costs shall be billed to the permittee.

C.

~~Environmental Services~~ DTP may require an extended maintenance period in excess of one year and an additional maintenance guarantee, depending upon the nature of the work involved. This additional obligation shall be noticed to the permittee at the time of approval of the application and shall be released upon completion of the work and acceptance of the work by ~~Environmental Services~~ DTP or its authorized agent(s).

D.

When a maintenance bond is posted, it will be executed by the permittee as principal and a surety company licensed to do business in the State of New Jersey as surety.

E.

The release of the guarantee will also be conditioned upon the permittee restoring the surface and any damage to the streets abutting the work site, and those streets which had sustained damage through the use of construction equipment, and vehicles.

F.

For utility main construction, other or additional conditions may be prescribed by the City. Plans for such projects must have the approval of ~~Environmental Services~~ DTP and the City Engineer's office before a permit may be issued.

G.

If the work involves the temporary displacement or loss of on-street parking, then the permittee shall be required to provide proof of purchase of temporary no-parking signs to the extent that both the proposed work area and the days and hours planned are properly reserved and demarcated. If temporary parking signs are obtained, the Hoboken Parking Utility and/or the Hoboken Police Department may relieve the area of unmoved parked vehicles.

#### § 168-60 Notification of utility providers; surety bond.

A.

Public utility providers shall maintain active status and current contact information on record with the ~~Department of Environmental Services~~ DTP to ensure proper communication of annual paving programs. The ~~Department of Environmental Services~~ DTP shall notify, once a year, to public utility providers on record of the dates and locations of planned work on City sidewalks/streets/roads. Any utility work to be performed on these sidewalks/streets/roads shall be completed prior to the start of construction or paving. Such notice will state that no road opening permit will be issued for openings, cuts or excavations in said City road for a period of five years (hereafter referred to as "5 Year Embargo") after the date of paving, unless in the judgment of ~~Environmental Services~~DTP, an emergency or hardship exists which makes it absolutely essential that a road opening permit be issued. The notice will also notify such permittee that application for road opening permits for work to be completed prior to such construction/paving shall be submitted promptly in order that the work covered by the permit may be completed prior to planned construction/paving.

B.

~~Environmental Services~~ DTP is authorized to request a surety bond or equivalent in the minimum amount

of ~~\$10,000~~\$100,000.00, or higher, as determined by ~~Environmental Services DTP~~ or its designated representative, to assure that any road opening on roadways paved within the past five years is restored satisfactorily. The restoration will include milling and paving, ~~or which shall at all times be infrared~~ repaving of the area so as to blend uniformly with the adjacent roadway, as per the conditions stated in the permit, including restoration of roadway and crosswalks, striping, raised pavement markings, signage and all other appurtenances.

§ 168-61 Public utility exception; notice required.

A.

With the exception of the 5 Year Embargo limitation described above, the provisions of this article shall not apply to openings or excavations made by a public utility corporation subject to regulations by the Board of Public Utility Commissioners, which has the right to lay, construct, install, maintain and operate its work or facilities, or any of them, in any public road or street of the City, which are to be made for the purpose of laying, relaying, constructing, reconstructing, installing, maintaining, opening or repairing any such work or facilities, if such public utility corporation shall, prior to the doing of any such work, have filed with the City Clerk its bond running to the City of Hoboken in the sum of ~~\$30,000~~ \$500,000.00 conditioned for the temporary and permanent restoration of any road, street or pavement therefor which may be opened or excavated by such utility, its employees or contractors, without undue delay to as good condition as the same was at the time of the opening therefor and to the satisfaction of ~~Environmental Services DTP~~, which bond, hereafter referred to as the "Utility Expediting Bond," shall further provide that the obligation therefor shall be a continuing obligation to the full amount thereof of each opening of any road or pavement. In the event the Utility Expediting Bond described above is exhausted due to a failure of the public utility to return an area to as good condition as the same was at the time of the opening therefor and to the satisfaction of ~~Environmental Services DTP~~, then said utility shall no longer be eligible for the exceptions described in this section.

B.

The utility corporation shall, except in case of emergency, give at least 24 hours' notice to ~~Environmental Services DTP~~ of its intention to open or excavate. In the case of emergency openings, the notice shall be given to ~~Environmental Services DTP~~ within one business day after such opening is made, or Section 168-58B shall apply.

§ 168-62 Work site safety provisions and guarantees.

Construction on City streets/roads/sidewalks, pursuant to this article, will conform to the most recent design standards, plans, details, specifications, method of construction and traffic control. All permits issued shall be subject to the following rules regulations. All work shall be conducted within a work zone, and conforming to the latest edition of the Manual on Uniform Traffic Control Devices, as published by the USDOT-FHA, and underground markings/mark-out requirements.

A. Safety.

(1)

All work will be conducted in such a manner as to cause the least public inconvenience and to permit the use of the sidewalk by pedestrians, the roadway by vehicles, and the flow of water in the gutters. The permittee shall plan and carry out his or her work to provide for the safe and convenient passage of such traffic and to cause as little inconvenience as possible to the occupants of adjoining properties. (See § 168-67, Manner of Conducting and carrying out work; maintenance of accurate drawings and plans required.) All openings, digging, excavations, piles of material, equipment, machinery, barricades, scaffolds/pedestrian sheds or obstructions, including earth and stone removed from excavations, will be removed immediately or properly guarded at all times to prevent accidents. A sufficient number of lights and/or lanterns shall be maintained between sunset and sunrise by the person to whom such permit has been issued to designate such openings, excavations, construction or obstructions during the hours of darkness. Reflective barrels, blinking lights, warning signs, flagmen, uniformed traffic officers and all other man-powered equipment as required by, or directed by, ~~Environmental Services DTP~~ shall be provided for by the permittee or its designated contractor(s)/subcontractor(s).

(2)

The work area will be made passable to all emergency vehicles during all phases of work.

(3)

In the event that the work zone requires the detour of vehicular and pedestrian traffic, the permittee will submit a detour plan for review and approval by ~~Environmental Services~~DTP, or its authorized agent(s), who at its sole discretion may require the approval of the municipalities involved prior to any road closings. All detours are to be coordinated with the Hoboken Police Department. The detour signage must be properly installed and maintained at all times. Any damage to the detour route must be corrected by the permittee.

(4)

If the sidewalk is blocked by any work, a temporary blacktop sidewalk will be constructed or provided which will be safe for travel and convenient for all users. No gravel fills will be allowed as temporary sidewalks.

B. Traffic Directors.

(1)

Police Traffic Directors will be off-duty police officers from within the City of Hoboken. Police Traffic Directors will be located at specific locations designated in the permit or as described by ~~Environmental Services~~ DTP during construction hours. Contact the City in order to obtain the services of Police Traffic Directors. The name, address and telephone number of the local representative is listed below:

Chief of Police City of Hoboken  
Police Department One Police Plaza  
Hoboken, New Jersey 07030  
Tel: (201) 420-2100

(2)

The permittee must provide payment for Police Traffic Directors which includes the use of police equipment and services, as required for and by the police. Payment will be separate from fees associated with the road opening permit. Payment must only be made only for the direct compensation of the police to perform their duties as Police Traffic Directors for the work as directed by ~~Environmental Services~~ DTP or one of its authorized agent(s).

C. Provisions.

(1)

All existing pavements, road surfaces, pavement markings, signs, sidewalks, brick pavers, curbs, gutters, pipes, manholes, drains, conduits or other installations or fixtures, and property damaged or destroyed by the permittee's activity or his/her contractor(s)/subcontractor(s), will be corrected or repaired by the permittee or his/her contractor(s)/subcontractor(s).

(2)

No person will divert or discharge dirt, stone, grass, brush, leaves, excavation material, water or any other matter into, upon or across any City road or sidewalk so as to create a nuisance or a hazardous condition or cause the adjacent drainage and pavement to be clogged and/or damaged. All water pumped and bailed from the trench or other excavation will be conveyed in a proper manner to a suitable point of discharge. Hay bales, screening or other methods approved by the Hudson County Soil Conservation District will be placed at inlets to prevent sand and silt infiltration by the permittee and at his or her expense.

(3)

It will be unlawful to make any such excavation, or tunnel in any way contrary to, or at a variance with the terms of the permit thereof. Proper bracing (trench boxing or sheeting) will be maintained to prevent the collapse of adjoining ground, and protection of the workers will be in accordance with the regulations of the New Jersey Department of Labor and Industry and the Occupational Safety and Health Administration. (OSHA). The permittee will assign supervising personnel to be responsible for the work safety on the project, performed under the road opening permit.

(4)

No injury will be done to any pipes, cables, conduits or other facilities during the work performed under

the road opening permit. During excavation, if the permittee discovers any damage to other utilities or underground structures, he or she must notify ~~Environmental Services~~ DTP or its representative immediately. Notice will be given beforehand to the utility company maintaining any such pipes, cables or conduits as prescribed by law. The permittee will not proceed with any road opening until he/she submits to ~~Environmental Services~~ DTP the proof of notification (One Call 1-800-272-1000) to all utility mark outs. It is the sole responsibility and duty of the permittee to make such investigation and effort to locate all utilities. The City will not be held responsible for any damage to any utilities (seen or unseen) aboveground, underground or overhead, or any claims resulting from damage to any utility (seen or unseen) above ground, underground, or overhead.

(5)

All work by the permittee will be done in accordance with the provisions of N.J.S.A. 34:6-47.1 et seq. N.J.A.C. 12:186 and in accordance with the provisions of the Federal Occupational Safety and Health Act of 1970, and Subpart N, Paragraph 1926.550, of the rules and regulations issued under said acts.

(6)

The permittee will clean up and remove promptly and continuously from the work site all excavated material and debris, and upon completion of the project, will leave the work site and all surrounding areas in a neat and orderly condition as good as it was previously.

(7)

Where topsoil, seeded areas, sod or landscaping is disturbed in the course of the work, the permittee will restore such ground surfaces to a condition equal to that prior to commencement of work.

(8)

Trenches and other excavations will be backfilled with clean granular soil, free of excessive fines in lifts, not to exceed 12 inches in height. Compaction will be done with vibratory tampers, such as jumping jacks, hoe packs, dynapacks or other equipment acceptable by ~~Environmental Services~~DTP. Vibratory plate compactors will not be used. Puddling of backfills is strictly prohibited. Excess backfill will be removed from the site. If there is a deficiency of backfill material, additional backfill will be supplied by the permittee. (See § 168-64, Work site restoration.)

(9)

If the permittee has failed to comply with the rules and regulations as provided in this article after receipt of written notice, then the City reserves the right to take any action to ensure compliance with this article. In the event the permittee will be charged with the cost of same, at a rate determined by ~~Environmental Services~~ DTP based on current contract rates, if such are in effect, or a schedule of costs accepted by ~~Environmental Services~~DTP, based on the rates as published by NJDOT, or the actual cost of repairs paid to a contractor selected by ~~Environmental Services~~DTP, plus 15% overhead. Any monies due to the City in excess of the permit fee will be billed upon completion of the work and will be paid by the permittee within 30 days after the receipt of the bill. Failure to pay such dues will result in the permittee paying the maximum interest rate allowed by law, as well as any attorney's fees and costs incurred by the City in furtherance of the collection of said monies.

(10)

~~Environmental Services~~ DTP will also have the authority to deny all future permits until differences identified as above are corrected to the satisfaction of the Department.

(11)

The City will not be liable for damages or for any personal injuries or damages to property sustained as the result of any excavation or opening in any road, street, bridge, sidewalk or curb work made by any person by virtue of the provisions of this chapter.

(12)

Neither the City nor any of its employees will be deemed to be the agent or the servant of the permittee for any purpose of this section.

#### § 168-63 Insurance required.

The permittee will provide insurance as follows:

A.

Work will not commence until all insurance as required under the following subsections is submitted and

until such insurances have been approved by ~~Environmental Services~~DTP, nor will the permittee allow any of his/her contractor(s)/subcontractor(s) to commence work on his/her subcontract until all similar insurances required have been obtained and approved. All certificates of insurance shall be presented prior to the permit being approved and released. All certificates of insurance, except workers' compensation insurance, as required herein, shall name the City, and all of its officers, employees, agents and assignees, as additional insured. All certificates of insurance shall include a thirty-day notice to the City of Hoboken prior to termination of the insurance. All insurance coverages shall be with an insurance carrier licensed to provide insurance of the nature offered in the State of New Jersey.

B.

The permittee will take out and maintain during the work under the permit workers' compensation insurance for all of his/her employees at the site of the project, and in case any work is sublet, the permittee will require the subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the permittee. In case any class of employees engaged in hazardous work under the permit at the site of the project is not protected under the workers' compensation insurance status, the permittee will provide and will cause each subcontractor(s) to provide workers' compensation insurance status for the protection of his/her employees not otherwise protected.

C.

The permittee will obtain and keep in force during the work under the permit general and public liability and property damage insurance coverage(s), in a form to be approved by the City of Hoboken Office of Corporation Counsel. Said insurance will provide coverage to the permittee, any contractor(s)/subcontractor(s) performing work provided by the permittee, and the City. The City and its officers, agents, servants and employees, as their interest shall appear, will be named as additional insured on said policy insofar as the work and obligations performed under the permit concerned with address and location of the work site. The coverage so provided shall protect against claims for personal injuries, including death, as well as claims for property damage which may arise from any act or omission of the City, the permittee or the contractor(s)/subcontractor(s), or by anyone directly employed by either of them, and the minimum policy limits of such insurance will be as follows:

(1)

Bodily injury liability coverage with limits of not less than \$1,000,000 per occurrence.

(2)

For bodily injury, including accidental death to any one person, and subject to that limit each person in the amount not less than \$1,000,000.

(3)

For each accident and property damage coverage in an amount of not less than \$1,000,000 for each accident.

D.

The permittee, its employees and agents agree to save the City, its officers, agents, servants and employees from all lost damages occasioned to it, or to any third person, or property by reason of any carelessness or negligence on the part of the permittee, its contractor(s)/subcontractor(s), agents, employees in the performance of the work under the permit and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may occur against the City, its officers, agents, servants and employees, as their interest may appear, by the third person alleging injury by reason of such carelessness or negligence, and will pay any judgment which may be obtained against the City, its officers, agents, servants and employees as their interest may appear in such suit. The permittee will furnish the insurance required.

E.

Automobile and truck insurance, covering vehicles owned, leased, rented, loaned and/or operated by the permittee, and vehicles operated for the permittee, including those employees when so operated, will be provided as follows:

(1)

One person in any one accident: amount of \$1,000,000.

(2)

Two or more persons in any one accident: aggregate minimum amount of \$3,000,000.

(3)

Property damage in any one accident: amount of \$500,000, with an aggregate property damage policy limit of \$1,000,000.

§ 168-64 Work site restoration.

Immediately after the work is performed for which the permit had been issued, road repair and backfilling will be done in accordance with details prepared by ~~Environmental Services~~ DTP which accompanied the permit. Excavated material will not be used as backfill, unless approved by ~~Environmental Services~~DTP. Temporary pavement or patch work will be removed approximately one month after installation, and the opening will be restored (infrared paving) to the grade, slope and profile that prevailed at the time of the opening, or as directed by ~~Environmental Services~~DTP. The permittee is responsible for the full restoration of the roadway surface, including restriping and installing raised pavement markings before its opening to vehicle and pedestrian traffic. Upon completion of the work, the applicant is responsible for notifying ~~Environmental Services~~ DTP when all work has been completed and is ready for final inspection. All inspections will be performed during the City's normal business hours. Inspections after hours and weekends will be charged accordingly as determined by ~~Environmental Services~~DTP.

A.

Backfill is to be done with quarry stone; Type I-5 or DGA for the full depth of the trench. All opening cuts to be squared and cut on a vertical plane to a width and length of not less than 12 inches greater than the original cut/opening. The surface restoration shall extend 12 inches wider and longer than the area of the base.

B.

The pavement is to be restored with 10 inches of bituminous stabilized mix I-2, and two inches of bituminous surface course mix I-4, properly compacted.

C.

Disturbed pavement markings must be restored immediately to original or better condition using the same or equivalent materials (3M-380 IES) as originally installed. Restoration may be temporary until the permanent markings are applied within 30 days.

D.

Restoration to concrete sidewalk openings must be full square (flag) replacement. No partial patching will be accepted.

E.

Brick pavers to street and sidewalk openings must be replaced to their original pattern.

F.

Road openings to historical sites that contain Belgium block streets and/or sidewalks must be restored as per the local and/or state historical society requirements under the guidance of ~~Environmental Services~~DTP.

§ 168-65 Notification and progress of work.

The permittee will notify ~~Environmental Services~~ DTP by phone, letter, fax, e-mail at least 48 hours in advance of any activity and, likewise, at the completion of the activity or project. Failure to provide such notification may result in the cancellation of the permit. The permittee will keep a copy of the permit at the job site at all times. The permittee will retain full responsibility for any damages which may result from any construction activity notwithstanding any approvals from ~~Environmental Services~~DTP. Trenches will not be kept open when work is not in progress. If work is stopped for more than 24 hours, the trench will be temporarily backfilled and capped with temporary pavement.

§ 168-66 Maintenance of traffic flow.

A.

The permittee will maintain vehicular and pedestrian traffic in the work area as per conditions stated in the permit.

B.

The permittee will backfill all excavated areas within the roadway to a grade compatible with the existing traveled road, at such times when work is not actively being done. This will include nights, weekends and periods of shutdown. Trenches will not remain open overnight under any circumstances. The work area must be maintained in a safe and neat condition at all times.

C.

Roadways, shoulders and sidewalks in areas which the permittee has actually commenced construction operations, and which are reserved for vehicular and pedestrian traffic, will be maintained by the permittee at his or her expense, free from obstructions and in a smooth riding or walking condition at all times, including seasonal shutdowns.

D.

If the excavation extends the full width of the City road, only 1/2 of the road will be excavated at one time and will be backfilled and a temporary pavement placed before the other half is excavated, unless otherwise permitted by the permit conditions. Where considered necessary, work under a permit will be carried on only within such hours as allotted by ~~Environmental Services~~ DTP and/or City ordinance. If work cannot be completed within the time specified, open trenches will be backfilled or covered with steel plates of sufficient strength to carry all traffic safely. Plates must be recessed and pinned and can only be left out with the approval of ~~Environmental Services~~ DTP. If, in the Department's judgment, traffic conditions, the safety or convenience of the traveling public or the public interest requires that the excavation work be performed as emergency work, ~~Environmental Services~~ DTP will have full power to order, at the time the permit is granted, that a crew of workers and adequate facilities be employed by the permittee 24 hours a day to the end, that such excavation work may be completed as soon as possible. ~~Environmental Services~~ DTP will also have full power to limit the hours of work as the public interest may require.

E.

All plates in roadways are to be countersunk between the dates of November 15 and April 15.

§ 168-67 Manner of conducting and carrying out work; maintenance of accurate drawings and plans required.

A.

Each permittee will conduct and carry out the work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring properties. There will be no encroachment to adjoining properties without the prior written consent of the property owner(s). The permittee will take appropriate measures to reduce, to the fullest extent practicable in the performance of the excavation work, noise, dust, soil erosion and unsightly debris. All work conducted must also be in compliance with City and/or state ordinances.

B.

Users of subsurface street space will maintain accurate drawings and plans, showing the location and character of all underground structures, including abandoned installations. Said drawings and plans are to be kept on file in the office of said users and will at all times be available to ~~Environmental Services~~ DTP for inspection.

§ 168-68 Provisions not applicable to City work.

The provisions of this article will not be applicable to any work under the direction of the City, by employees of the City or by any contractor(s)/subcontractor(s) of the City performing work for, and on behalf of, the City, necessitating openings or excavations in City roads, streets, sidewalks, curbs, parks, utilities, facilities, or any portion thereof, in the City of Hoboken, owned, maintained or controlled by the City of Hoboken's infrastructure.

§ 168-69 Work by municipalities and governmental agencies.

Any work done by the county and/or state governmental agencies, their departments and divisions must be performed under the provisions of this article, except that the City may waive any and all fees.

§ 168-70 Liability of City.

This article will not be construed as imposing upon the City, or any official or employees, any liability or responsibility for damages to any person injured by the performance of any excavation work for which an excavation permit is issued hereunder, nor will the City or employees thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any excavation work.

§ 168-71 Right-of-way encroachment.

A.

No part of the City road right-of-way will be used for the conducting of private business. The City road right-of-way is to be kept clear of buildings, sales or merchandise displays, vehicle parking areas, servicing of vehicles, service of equipment, and appurtenances thereto.

B.

Under no circumstances will objects create an obstacle and/or line-of-sight obstruction to motorists and pedestrians to observe oncoming traffic, signals, signing, striping, pavement markings and/or any other hazardous conditions. The City reserves the right to remove items deemed to be obstructive, and/or hazardous objects not under permit work may also be removed by the City and subject to violation.

§ 168-72 Soil borings; monitoring wells; Geoprobos.

A.

The location of soil borings, monitoring wells and/or Geoprobos will be shown on a site plan, at a scale of one inch equals 50 feet minimum, and will be included with the application.

B.

The construction detail of soil borings, monitoring wells and/or Geoprobos will be included with the application.

C.

The permit will expire one year from the date of the completion of the removal of the monitoring wells and/or Geoprobos, unless extended for good cause, in writing, by ~~Environmental Services~~ DTP and/or its duly authorized representative, at the written request of the permittee. Removal of monitoring wells and/or Geoprobos immediately after work is performed will be subject to the Work Site Restoration ordinance.

§ 168-73 Underground storage tanks.

A.

Underground storage tank inspections and removals will fall under all rules, regulations and guidelines of this article, with exception to the following: Tank abandonment and removal may be conducted by businesses licensed by the State of New Jersey to perform such work.

B.

Abandoned tanks found not to be leaking any petroleum fluids, and only after NJDEP inspection, may be backfilled as per NJDEP guidelines. Abandoned tanks found to be leaking will be removed, along with their contaminated soil. No permanent backfilling may be conducted prior to the approval of a NJDEP inspection. The permittee will provide to the ~~Department of Environmental Services~~ DTP office a signed release and report from the NJDEP, with the name and location of the disposal site of the removed tank and contaminated soil. The Work Site Restoration ordinance will prevail.

§ 168-74 Definitions.

As used in this article, the following terms shall have the meanings indicated:

APPLICANT

Any public or private utility company making application to the ~~Department of Environmental Services~~ DTP for a road opening permit hereunder. If the applicant is a contractor who will be performing the excavation work on behalf of another party, the contractor shall be a co-applicant, and the party on whose behalf the work is being performed shall be the applicant.

CITY

The City of Hoboken.

CITY ENGINEER

The person appointed to the position of City Engineer, or any person authorized to act as his or her representative.

CO-APPLICANT

A contractor who will be performing excavation work on behalf of the applicant, and who is jointly and severally responsible and liable along with the applicant for compliance with all items and conditions of this article and any penalty or claim filed by the City as a result of any violation of this article.

DEPARTMENT, THE

Refers to the City of Hoboken ~~Department of Environmental Services~~ Department of Transportation and Parking, who has the sole responsibility of the review and approval of a road opening permit as described herein.

ENVIRONMENTAL SERVICES TRANSPORTATION AND PARKING ("DTP")

Refers to the City of Hoboken ~~Department of Environmental Services~~ Department of Transportation and Parking, who has the sole responsibility of the review and approval of a road opening permit as described herein.

EXCAVATION

The digging, displacing, undermining, opening, boring, tunneling, auguring or in any manner breaking up any improved or unimproved road, street, curb, sidewalk, gutter or other public property in any roadway or any portion of a City right-of-way.

INFRARED

A paving restoration method utilizing infrared heat to properly restore existing asphalt.

LINEAR FOOT

Common unit of English measurement used to determine openings in City roads, equal to 12 inches.

MAINTENANCE GUARANTEE

Security in the form of either a bond, letter of credit or a certified check posted by an applicant or co-applicant to guarantee proper maintenance of the reconstruction of the site of any road opening for a period of two or five years after final acceptance.

MUTCD

Manual on Uniform Traffic Control Devices.

PERFORMANCE GUARANTEE

Security in the form of either a bond, letter of credit or a certified check posted by an applicant or co-applicant to guarantee proper closure and satisfactory reconstruction of the road opening.

PERMITTEE

Any person who has been granted and has in full force and effect a permit issued hereunder.

PERSON

Any person, firm, partnership, association, corporation, municipality, company or organization of any kind.

RESIDENTIAL DRIVEWAY

An excavation for a single-family dwelling, duplex or common driveway, which serves two single-family residences in accordance with a subdivision approval requirement of the City's Planning Board.

SQUARE FOOT

The surface area of the opening made in the City roadway or property by the permit applicant. It shall be the product of the length and width of the opening measured in feet. In case of irregular openings, the City may, at its sole discretion, choose to average the length and/or width.

STREET

Any street, highway, road, roadway, sidewalk, alley, avenue, pavement, shoulder, gravel base, subgrade, curb, gutter, including drainage structures, utility structures and all other appurtenant structures, trees and landscaping; or any other public right-of-way or public ground in the City of Hoboken and under control of the City of Hoboken.

UTILITY COMPANY

Includes telephone, fiber optic, cable, wireless, water, sewer, gas and electric.

§ 168-75 Enforcement.

A.

The Department of Transportation and Parking is hereby given the authority to enforce and perform the procedural and administrative obligations of this article.

B.

The Department of Transportation and Parking and the Hoboken Police Department are hereby given the authority to enforce any and all violations of this article; and, upon determination of a violation, may file a complaint with the Municipal Court and take any other action consistent with this chapter or other applicable law.

§ 168-76 Violations and Penalties.

A.

Any person, firm or corporation violating any of the provisions of this article, shall, upon conviction thereof, be subject to a fine of not less than \$100 nor exceeding \$1,000, or imprisonment for a period not exceeding 90 days, or both, at the determination of the court, and each and every day in which said violation exists shall constitute a separate violation.

B.

Any person who is convicted of violating this article within one (1) year of the date of a previous violation of this article and who was fined for the current 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 \$100 nor shall it exceed the maximum fine fixed for a violation of this article, but shall be calculated separately from the fine imposed for the violation of this article, as provided for by N.J.S.A. 40:69A-29.

SECTION TWO: AMENDMENTS TO SCHEDULE 1 "ROAD OPENING FEE SCHEDULE" OF CHAPTER 168

Fee Schedule

<b>ROAD OPENING PERMITS:</b>	
<u>General Application Fees</u>	
Normal:	<del>\$50.00</del> <u>\$200.00</u>
All Non-reported Openings:	<del>\$200.00</del> <u>\$500.00</u>
<u>Permit Fees: (Opening Size)</u>	
Up to 20 S.F.	<del>\$100.00</del> <u>\$150.00</u>
Between 20 and <del>100</del> 40 S.F.	\$200.00
Between 41 and 100 S.F.	<u>\$300.00</u>
Additional over 100 S.F.	<del>\$10.00</del> <u>\$20.00/Ea</u> Adtt'l S.F.
Multiple Openings (Minimum)	<del>\$100.00/Ea</del> Up to 20 S.F. Same as above calculated and added for each opening
	<del>\$200.00/Ea</del> Over 100 S.F.
<u>Bond Fees:</u>	
Up to 20 S.F.	<del>\$2,000.00</del> <u>\$10,000.00</u>
Over 20 S.F.	<del>\$2,000.00</del> <u>\$10,000.00</u> plus <del>\$100.00</del> <u>\$20.00</u> Per S.F. over <del>80</del> 20 S.F.
Multiple Openings (Minimum)	<del>\$2,000.00/Ea</del> Up to 20 S.F. Same as above calculated and added for each opening
Newly Paved Roads (5 Yrs or Less)	<del>\$10,000.00</del> - \$50,000.00
(As determined by City Engineer)	
<b>CURBING-DRIVEWAY-SIDEWALK:</b>	
<u>General Application Fee:</u>	<del>\$50.00</del> <u>\$100.00</u>
<u>Sidewalk Openings Fee:</u>	<del>\$100.00</del> <u>\$200.00</u>
<u>Permit Fees: Driveway/Residential</u>	<del>\$200.00</del> <u>\$200.00/Ea</u> Opening (Min 10 Up to 12

	L.F.); <u>\$50.00 for each additional L.F.</u>
Driveway/Commercial	<u>\$500.00/Ea Opening (Min 20 Up to 12 L.F.); \$100.00/Ea Addt'l L.F.</u>
Full Height Curbing:	<u>\$200.00 (Min 10 Up to 12 L.F.); \$50.00/Ea Addt'l L.F.</u>
Bond Fees: Curbing/Driveway	<u><del>\$2,000.00</del> \$5,000.00 (Min) (Up to 10 L.F.); \$100.00/Ea addt'l L.F. (Over 10 L.F.)</u>
Borings/Monitoring Wells/Geo Probes (Min 2 Openings)	
Permit Fees:	<u>\$150.00 per Boring/Well/Probe</u>
	<u>\$75.00/Ea Addt'l</u>
	<u>Boring/Well/Probe</u>
Bond Fees:	<u><del>\$2500.00</del> \$5,000.00 for up to (Min 2 Borings); \$1000.00 (Ea Addt'l Boring)</u>
Inspection Fees:	
Normal Hours (M thru F 8:00AM – 4:00PM)	<u><del>\$75.00</del> \$98.00 per hour</u>
After hours, Sat., Sun, and/or Holidays	<u>\$150.00 per hour</u>

**SECTION THREE: REPEAL OF INCONSISTENT PROVISIONS**

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

**SECTION FOUR: SEVERABILITY**

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

**SECTION FIVE: EFFECTIVE DATE**

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

**SECTION SIX: CODIFICATION**

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

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

**Date of Introduction: January 22, 2014**

Introduction:

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

(2) 1st reading  
1-22-14

Sponsored by: Row E. B...  
Seconded by: Peter H. ...

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

AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE  
ESTABLISHING A SCHEDULE OF CLASSIFICATIONS AND  
ALLOCATIONS OF TITLE FOR ALL 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 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**

Introduction:

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

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 \_\_\_\_\_, 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

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

1st reading (3) 1-22-14

Sponsored by: [Signature]  
Seconded by: [Signature]

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

**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**

**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

**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**

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:

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 1<sup>ST</sup> DAY of the Lease (and the 1<sup>st</sup> 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: \$2,250.00 per month, 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 any 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:

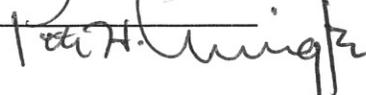
\_\_\_\_\_  
Melissa Longo, Esq.  
Corporation Counsel

\_\_\_\_\_  
General Counsel

(9) 1st Reading  
1-22-14

Sponsored by:

Seconded by:

CITY OF HOBOKEN

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE APPROVING THE TERMS OF THE ATTACHED LEASE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND NORTH HUDSON COMMUNITY ACTION CORPORATION FOR THE USE OF A UNIT IN THE CITY'S MULTISERVICE CENTER**

**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 North Hudson Community Action Corporation to utilize the vacant space, as it has done in the past, exclusively for non-profit medical services, and the City (as landlord) and North Hudson Community Action Corporation (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

**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 North Hudson Community Action Corporation 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**

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:

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



Internal Revenue Service  
District Director

Department of the Treasury

P. O. Box 2508  
Cincinnati, OH 45201



Date: **JUL 19 1999**

North Hudson Community Action Corporation  
5301 Broadway 2<sup>nd</sup> Floor  
West New York, NJ 07093

Person to Contact:  
Conrad Gillstrap 31-02830  
Customer Service Specialist  
Telephone Number:  
877-829-5500  
Fax Number:  
513-684-5936  
Federal Identification Number:  
22-1818699

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in August 1967 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

North Hudson Community Action Corporation  
22-1818699

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

A handwritten signature in black ink that reads "C. Ashley Bullard". The signature is written in a cursive style with a large initial "C" and a long, sweeping underline.

C. Ashley Bullard  
District Director

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 **North Hudson Community Action Corp**

whose address is **800 31<sup>st</sup> Street, Union City, NJ 07087**  
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 March 1, 2014 and ending February 28, 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 1<sup>ST</sup> DAY of the Lease (and the 1<sup>st</sup> 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: \$2,700.00 per month, 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 fifteen (15) 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 any 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 the Landlord will be responsible for keeping and maintaining the same in a clean condition, free from debris, trash, refuse, snow and ice. Notwithstanding anything set forth above, the Tenant shall not be responsible for repairs to the heating and air conditioning equipment (HVAC), store fronts, bulkheads, exterior entry and exit doors, ornamental facing, plate glass and glazing on the demised premises unless such repairs are caused by the acts or omissions of the Tenant, its agents, employees or invitees.

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, heat, sewage, hot water 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, if such charges become attached to the premises for any reason, 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 **fifteen (15)** 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. If, due to the actions of the Tenant, any of the property, accessories, for fixtures of the premises becomes taxable, 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.

38. **Program Funding Contingency:** Landlord acknowledges that Tenant is primarily funded through various state and/or federal funding programs/grants, and that Tenant's ability to pay rent hereunder and perform its obligations is dependent upon Tenant's receipt of said funding. Accordingly, if the federal and/or state funding upon which Tenant relies is terminated or significantly reduced, and Tenant determines in its sole discretion that Tenant must terminate this Lease agreement so as not to jeopardize Tenant's ability to provide its other services, Tenant may terminate this lease agreement provided ninety (90) days written notice be provided to Landlord.

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

North Hudson Community Action Corporation

\_\_\_\_\_  
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