

Introduced by: _____

Seconded by: _____



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

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND,
SPECIFICALLY, MATTERS OF ATTORNEY CLIENT PRIVILEGE
WITH SPECIAL COUNSEL KEVIN KINSELLA, ESQ. RELATING
TO THE PSE&G ENERGY STRONG PROGRAM**

WHEREAS, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) for matters falling within attorney client privilege (for legal guidance on matters for which confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer); and

WHEREAS, the City seeks to enter into such a closed session for purposes of obtaining legal advice from the City's legal counsel, Kevin Kinsella, Esq., regarding the PSE&G Energy Strong program; and

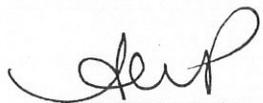
WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding ongoing legal matters of the type listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the matters discussed therein will be made available to the public.

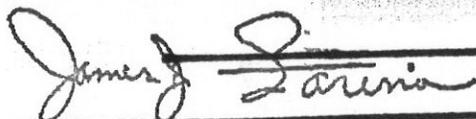
MEETING: April 6, 2016

APPROVED AS TO FORM:



Alysia Proko
Corporation Counsel

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 06 2016**



CITY CLERK

Introduced by: _____
Seconded by: _____

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

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY
CLIENT PRIVILEGE WITH SPECIAL COUNSEL FLORIO KENNY
& RAVAL RELATING TO THE SETTLEMENT OF THE PENDING
TORT CLAIM MATTER KNOWN AS FASKIANOS VS CITY OF
HOBOKEN D/O/L: JUNE 15, 2014 OUR FILE #: 2015071363**

WHEREAS, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of tort claim litigation); and

WHEREAS, the City seeks to settle the tort claim litigation known as **Faskianos vs City of Hoboken; D/O/L: June 15, 2014; OUR FILE #: 2015071363**; and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending settlements of the type listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the decisions made therein will be made available to the public.

MEETING: April 6, 2016

APPROVED AS TO FORM:



Ausia Proko
Corporation Counsel

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:**



CITY CLERK

APR 06 2016

SPONSORED: _____
SECONDED: _____

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION GRANTING FLORIO KENNY & RAVAL SETTLEMENT AUTHORITY IN THE GENERAL LIABILITY MATTER KNOWN AS FASKIANOS V. CITY OF HOBOKEN D/O/L: JUNE 15, 2014 OUR FILE #: 2015071363 IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY DENNIS LALOIA TO AYSIA PROKO IN HIS MARCH 30, 2016 EMAIL

WHEREAS, the City of Hoboken is currently involved in a tort claim with Plaintiff Faskianos (**FILE NO.: 2015071363**); and,

WHEREAS, Florio Kenny & Raval has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of a March 30, 2016 email from Dennis Laloia to Alysia Proko; and,

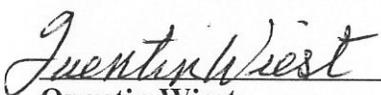
WHEREAS, after legal guidance from Florio Kenny & Raval, the City Council finds its suggested monetary settlement amount to be reasonable, and in the best interest of the City.

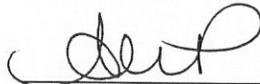
NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Florio Kenny & Raval is hereby authorized to settle the matter of the tort claim with Plaintiff Faskianos (**FILE NO.: 2015071363**) in an amount up to the monetary amount suggested by way of a March 30, 2016 email from Dennis Laloia to Alysia Proko.

Meeting date: April 6, 2016

Approved as to Content:

Approved as to Form:

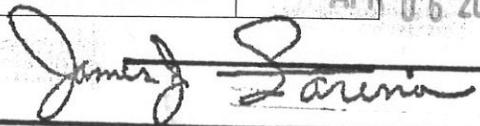

Quentin Wiest
Business Administrator

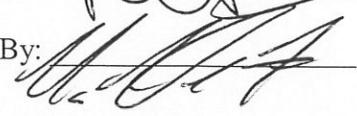

Alysia Proko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

APR 06 2016


CITY CLERK

Introduced By: 
Seconded By: 

**CITY OF HOBOKEN
RESOLUTION NO:**

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF AN INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT WITH 83 WILLOW AVE. APARTMENTS LIMITED LIABILITY COMPANY INCLUDING PROVISIONS FOR AN ESCROW DEPOSIT TO DEFRAY THE CITY'S COSTS INCURRED IN THE NEGOTIATION OF A REDEVELOPMENT AGREEMENT

WHEREAS (#1), the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS (#2), the City desires that a portion of the land located within the City in an area which has been determined to be an area in need of redevelopment in accordance with the Act, also known as Block 1, Lots 11, 12, 13 and 14 on the Tax Map of the City of Hoboken, more commonly known as 77-83 Willow Street (the "Project Site"), be redeveloped in accordance with the Public Works Garage Site Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS (#3), 83 Willow Ave. Apartments Limited Liability Company is the current owner of the Project Site; and

WHEREAS (#4), 83 Willow Ave. Apartments Limited Liability Company submitted a Pre-Submission Form to the City of Hoboken in January 2015, seeking to be designated as the Redeveloper of the Project Site (the "Pre-Submission Form"); and

WHEREAS (#5), supplemental information regarding the ownership of 83 Willow Ave. Apartments Limited Liability Company was submitted to the City on or about October 2, 2015 and October 16, 2015 (collectively, the "Supplemental Information"); and

WHEREAS (#6), the Pre-Submission Form and the Supplemental Information are collectively referred to herein as the Proposal; and

WHEREAS (#7), the Proposal provides for the development of thirty-one (31) residential units in a 9-story building, including a penthouse, 1,620 square feet of retail space, 1,135 square feet of bicycle storage space and automated parking providing (93) parking spaces, including forty-two spaces for the residents of the neighboring Jefferson Trust Condominium Association, Inc. building; and

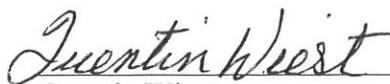
WHEREAS (#8), the City requires that prospective redevelopers pay the reasonable costs incurred by the City in reviewing and evaluating the prospective redeveloper's proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other costs and expenses related to the matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be; and

WHEREAS (#9), accordingly, the City has prepared a form of Interim Cost and Conditional Designation Agreement, a copy of which is attached hereto as **Exhibit A**, whereby 83 Willow Ave. Apartments Limited Liability Company would pay the reasonable costs incurred by the City in reviewing and evaluating the Proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other costs and expenses related to this matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be; and

NOW, THEREFORE, it is hereby resolved by the City Council of the City of Hoboken as follows:

1. The Mayor is hereby authorized to execute an Interim Cost and Conditional Designation Agreement between the City of Hoboken and 83 Willow Ave. Apartments Limited Liability Company, in a form substantially as that attached hereto as **Exhibit A**.
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

REVIEWED BY:



Quentin Wiest,
Business Administrator

APPROVED AS TO FORM:



Ausia Proci Esq.
Corporation Counsel

Meeting date: April 6, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
Jen Giattino, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

APR 06 2016



CITY CLERK

EXHIBIT A
FORM OF INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT

JOSEPH J. MARAZITI, JR.
CHRISTOPHER H. FALCON
DIANE ALEXANDER¹
BRENT T. CARNEY
ANDREW M. BREWER
JOANNE VOS
CHRISTOPHER D. MILLER*¹
HEATHER A. PIERCE
PATRICK D. MESSMER
AILEEN M. BRENNAN¹

¹ALSO ADMITTED IN NY
^{*}ALSO ADMITTED IN DC

MARAZITI FALCON, LLP

ATTORNEYS AT LAW

150 JOHN F. KENNEDY PARKWAY
SHORT HILLS, NEW JERSEY 07078

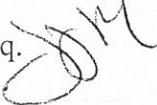
PHONE: (973) 912-9008
FAX: (973) 912-9007
WWW.MFHLAW.COM

Direct Dial Number: (973) 912-6818
E-mail Address: jmaraziti@mfhenvlaw.com

MEMORANDUM

To: City Council Members, City of Hoboken

Cc: Brandy Forbes, AICP, PP, Community Development Director

From: Joseph J. Maraziti, Jr., Esq. 

Date: March 30, 2016

Re: Interim Cost and Conditional Designation Agreement with 83 Willow Ave. Apartments Limited Liability Company

The purpose of this Memorandum is to provide a brief background of the pertinent events and negotiations with 83 Willow Ave. Apartments Limited Liability Company ("83 Willow") and its predecessors in connection with the property located at 77-83 Willow Avenue, and explain the issues to be negotiated pursuant to the proposed Interim Cost and Conditional Designation Agreement ("Agreement") which is submitted for the City Council's consideration.

First Submission

83 Willow is the contract purchaser of Block 1, Lots 11, 12, 13, and 14, located at 77-83 Willow Ave (collectively, the "Property").¹ 83 Willow submitted its first Pre-Submission Form proposing the redevelopment of the Property on January 13, 2015. This proposal included the following:

- 31 residential units;
- 108 feet of height (14 stories);
- 1,620 square feet of retail;
- 93 parking spaces, including 42 for residents of the neighboring Jefferson Trust Condominium.

¹ The City was involved in the negotiation of a Redevelopment Agreement with the previous owner of the Property. As a result of the litigation between private parties, the case was settled on terms that resulted in the transfer of title to a new owner.

After reviewing the proposal, the City discovered that the 100% owner of 83 Willow, Seth Martin, was in violation of the City's pay-to play ordinance, and thus, was ineligible to be designated as a Redeveloper.

Second Submission

83 Willow submitted revised documentation on or about October 2, 2015. This documentation indicated that the ownership of 83 Willow has changed, and included an Assignment of Membership Interest, reflecting Mr. Gilberto Ruben Pagan as 91% owner of 83 Willow. Mr. Martin retained a 9% interest in 83 Willow.

Council Subcommittee Review

The Council Subcommittee met with Director Forbes and Joseph Maraziti, Jr. Esq. to review the Pre-Submission Form and concluded that the following items should be identified as topics for resolution during the negotiating process: (i) building height; (ii) density (i.e. number of residential units); (iii) number of affordable units; (iv) nature and extent of mixed uses (i.e. distribution of residential/ retail/ office/ commercial components); (v) number of parking spaces; (vi) method of compliance with Consent Order dated November 8, 2007 and Amended Consent Order dated June 6, 2008 entered in the matter entitled: JEFFERSON TRUST CONDOMINIUM ASSOCIATION , INC. v. CITY OF HOBOKEN BOARD OF ADJUSTMENT, et. als., Docket No. HUD-L- 437807; and (vii) condominium ownership/ rental.

The Proposed Agreement

The execution of the Interim Cost and Conditional Designation Agreement will not result in the approval of the proposal but rather, it will establish a 90-day period within which to evaluate it and negotiate a Redevelopment Agreement. If the negotiations are successful, it will be necessary to obtain the City Council's approval of the Redevelopment Agreement.

INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT
BY AND BETWEEN
THE CITY OF HOBOKEN AND 83 WILLOW AVE. APARTMENTS LIMITED
LIABILITY COMPANY

THIS AGREEMENT dated as of _____, 2016, by and between the CITY OF HOBOKEN, (the "City"), having offices at 94 Washington Street, Hoboken, New Jersey 07030, acting pursuant to the provisions of the Local Redevelopment and Housing Law, and 83 WILLOW AVE. APARTMENTS LIMITED LIABILITY COMPANY, a New Jersey Limited Liability Company authorized to do business in the State of New Jersey, with offices at 931 Hudson Street #5, Hoboken, New Jersey 07030.

WITNESSETH

WHEREAS (#1), the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1*, *et seq.*, as amended and supplemented (the "Act"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS (#2), the City desires that a portion of the land located within the City in an area which has been determined to be an area in need of redevelopment in accordance with the Act, also known as Block 1, Lots 11, 12, 13 and 14 on the Tax Map of the City of Hoboken, more commonly known as 77-83 Willow Street (the "Project Site"), be redeveloped in accordance with the Public Works Garage Site Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS (#3), 83 Willow Ave. Apartments Limited Liability Company is the current owner of the Project Site; and

WHEREAS (#4), 83 Willow Ave. Apartments Limited Liability Company submitted a Pre-Submission Form to the City of Hoboken in January 2015, a copy of which is attached hereto as **Exhibit A**, seeking to be designated as the Redeveloper of the Project Site (the "Pre-Submission Form"); and

WHEREAS (#5), supplemental information regarding the ownership of 83 Willow Ave. Apartments Limited Liability Company was submitted to the City on or about October 2, 2015 and October 16, 2015, a copy of which is attached hereto as **Exhibit B** and **Exhibit C**, respectively (collectively, the “Supplemental Information”); and

WHEREAS (#6), the Pre-Submission Form and the Supplemental Information are collectively referred to herein as the Proposal; and

WHEREAS (#7), the Proposal provides for the development of thirty-one (31) residential units in a 9-story building, including a penthouse, 1,620 square feet of retail space, 1,135 square feet of bicycle storage space and automated parking providing (93) parking spaces, including forty-two spaces for the residents of the neighboring Jefferson Trust Condominium Association, Inc. building; and

WHEREAS (#8), the City and 83 Willow Ave. Apartments Limited Liability Company desire to negotiate a Redevelopment Agreement to redevelop the Project Site; and

WHEREAS (#9), the City shall, during the Interim Period, as that term is defined herein, negotiate exclusively with 83 Willow Ave. Apartments Limited Liability Company with regard to the Proposal for the redevelopment of the Project Site; and

WHEREAS (#10), the City requires that 83 Willow Ave. Apartments Limited Liability Company pay the reasonable costs incurred by the City associated with the review of the Proposal, the drafting and negotiation of a Redevelopment Agreement, and all other costs and expenses related to this matter prior to the execution of a Redevelopment Agreement, should such an Agreement ultimately be executed, or the determination by the City that such an Agreement cannot be executed, should that result occur; and

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. **Conditional Designation.** Upon the complete execution of this Agreement, 83 Willow Ave. Apartments Limited Liability Company shall be designated as the conditional redeveloper of the Project Site, on the express and absolute condition that the parties shall successfully negotiate all the issues identified above and execute a Redevelopment Agreement within the time frame set forth herein. The parties acknowledge that the redevelopment of the Project Site shall be pursuant to the terms of the Redevelopment Agreement. In the event that the parties are unable to reach agreement on the terms of a Redevelopment Agreement, this Interim Cost and Conditional Designation Agreement shall be terminated and the designation set forth herein shall be automatically terminated.

2. **Interim Period.** The Interim Period shall be the 90-day period that commences on the date of the full execution of this Agreement, during which time the City agrees to negotiate exclusively with 83 Willow Ave. Apartments Limited Liability Company toward the execution of a Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and 83 Willow Ave. Apartments Limited Liability Company. Such 90-day period may be extended by the City in its sole discretion (the "Interim Period"). During the Interim Period, or during any extension of such Interim Period, either party may, at its sole discretion, cease negotiations and terminate this Interim Cost and Conditional Designation Agreement. In the event that this Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3 herein. 83 Willow Ave. Apartments Limited Liability Company agrees that in the event the parties continue negotiations following the expiration of the 90-day Interim Period, all costs incurred by the City related to such additional

negotiations shall be included in the definition of Interim Costs as set forth herein and shall be paid by 83 Willow Ave. Apartments Limited Liability Company.

3. **Payment of Interim Costs.**

A. Definition of Interim Costs: "Interim Costs" shall include, but not be limited to, all expenses and costs incurred by the City during the Interim Period in connection with the review of the Proposal and any additional information provided by 83 Willow Ave. Apartments Limited Liability Company, as well as the preparation and negotiation of the Redevelopment Agreement and all staff time and fees and costs of any professional consultant, contractor or vendor retained by the City during the Interim Period in connection with same. The City agrees to provide 83 Willow Ave. Apartments Limited Liability Company, with the identities of such professional consultant, contractor, or vendor within thirty (30) of their selection by the City to participate in the negotiation of the Redevelopment Agreement.

B. Deposit of Project Funds: Within ten (10) days from the full execution of this Agreement, 83 Willow Ave. Apartments Limited Liability Company shall pay Fifteen Thousand Dollars (\$15,000.00) ("Project Funds") to the City to be maintained in a separate account by the City and to be drawn down upon by the City to cover Interim Costs. The City shall provide 83 Willow Ave. Apartments Limited Liability Company with invoice(s) setting forth the costs incurred by the City which have been drawn down from the Project Funds. Within fifteen (15) days of the receipt by 83 Willow Ave. Apartments Limited Liability Company of written notice from the City that the amount of Project Funds has decreased to Five Thousand Dollars (\$5,000.00), 83 Willow Ave. Apartments Limited Liability Company shall promptly replenish the Project Funds to the amount of \$15,000.00. If the costs incurred by the City exceed the amount of the Project Funds, 83 Willow Ave. Apartments Limited Liability Company agrees to pay such costs within fifteen (15) days written notice from the City stating that such costs are due.

C. Termination: In the event that a Redevelopment Agreement is not ultimately executed and this Interim Cost and Conditional Designation Agreement is terminated, the City shall draw down upon the Project Funds in order to pay all invoices for Interim Costs incurred up to the termination. Within thirty (30) days from the date of termination, the City shall return all remaining Project Funds to 83 Willow Ave. Apartments Limited Liability Company. In the event that a Redevelopment Agreement is ultimately executed, the Project Funds shall remain on deposit with the City to cover any additional Interim Costs incurred by the City and to cover any costs incurred by the City pursuant to the Redevelopment Agreement, which Redevelopment Agreement shall contain a provision providing for the payment of such costs.

4. Scope. The parties have had preliminary discussions regarding the scope of the project to be covered by the Redevelopment Agreement which is contained in the Pre-Submission Form attached hereto as **Exhibit A**. The parties agree that the description set forth in the Pre-Submission Form shall provide the basis for the negotiation of the Redevelopment Agreement. The parties further agree that the parties are not bound by the description of the project set forth in the Pre-Submission Form nor does the Pre-Submission Form contain an exhaustive list of all terms, conditions and obligations to be included in the Redevelopment Agreement. The continuing negotiations shall include good faith efforts to amend the Redevelopment Plan, as well as address a number of issues to refine the description set forth in the Pre-Submission Form, including but not limited to the following (i) building height; (ii) density (i.e. number of residential units); (iii) number of affordable units; (iv) nature and extent of mixed uses (i.e. distribution of residential/ retail/ office/ commercial components); (v) number of parking spaces; (vi) method of compliance with Consent Order dated November 8, 2007 and Amended Consent Order dated June 6, 2008 entered in the matter entitled: JEFFERSON TRUST CONDOMINIUM ASSOCIATION , INC. v. CITY OF HOBOKEN BOARD OF ADJUSTMENT, et. als. Docket No. HUD-L- 437807; and (vii) condominium ownership/ rental.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

**83 WILLOW AVE. APARTMENTS
LIMITED LIABILITY COMPANY**

Attest:

By:

Name:

Title:

CITY OF HOBOKEN

Attest:

By:

Dawn Zimmer

Mayor, City of Hoboken

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

I CERTIFY that on _____, 2016, _____
personally came before me, and this person acknowledged under oath, to my satisfaction, that
this person, is the Managing Partner of 83 Willow Ave. Apartments, LIMITED LIABILITY
COMPANY, a New Jersey Limited Liability Company, which is the company named in this
document; and signed and delivered this document as his/her act and deed on behalf of the said
New Jersey Limited Liability Company.

, Secretary

Signed and sworn to before me

on _____, 2016.

Notary Public

STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

I CERTIFY that on _____, 2016, James J. Farina, RMC,
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the City of Hoboken, named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper
City of Hoboken official who is Dawn Zimmer, Mayor;
- (c) this document was signed and delivered by the City of Hoboken as its voluntary
act duly authorized by a proper resolution of the City of Hoboken; and
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me

on _____, 2016.

Notary Public

**EXHIBIT A
PRE-SUBMISSION FORM**

CITY OF HOBOKEN PRE-SUBMISSION FORM

REQUEST FOR DESIGNATION AS REDEVELOPER

All Applicants to the City must complete the following form in its entirety and submit one (1) original and four (4) copies and one (1) electronic copy via cd-rom or thumb drive of the form including full sets of any and all required attachments, exhibits, site plans, disclosure forms, or other such documentation as may be required, to the City of Hoboken Director of Community Development, City Hall, 94 Washington Street, Hoboken, New Jersey 07030. The City retains the right to reject any application or part thereof for any reason, in its sole discretion. All submissions made to the City shall become property of the City and shall not be returned to the Applicant. Applicants shall submit applications at their sole cost and expense.

I. APPLICANT INFORMATION

Name: 83 Willow Ave. Apartments Limited Liability Company

Address: 931 Hudson Street #5, Hoboken, NJ 07030

Telephone: 201 914 4340

Fax: 201 792 2829

Email: smartin931@aol.com

If the Applicant is a Corporation, LLC, or LLP, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A**.

II. SUBJECT PROPERTY / SITE INFORMATION

- A. Site Identification. (If the Project Site consists of more than one property, please provide full descriptions of each property on separate sheets of paper.)

Block: 1 Lot: 11,12,13,14 Address: 77-83 Willow Ave, Hoboken, NJ

Block: _____ Lot: _____ Address: _____

Block: _____ Lot: _____ Address: _____

Block: _____ Lot: _____ Address: _____

- B. Site Dimensions: 100' x 83.42' x 102.01' x 103.58' Area (sq. ft.): ±9,350sf

- C. Redevelopment Area: Public Works Garage Site Redevelopment Area

- D. Description of existing structure(s): Paved, striped surface parking lot

E. Description of present use: Surface parking lot

III. RELATIONSHIP OF APPLICANT TO THE PROJECT SITE

Owner: 83 Willow Ave. Apartments Limited Liability Company is the owner of the site
If the Owner is an entity, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A**.

Contract Purchaser: _____

Other (please specify): _____

IV. APPLICANT PROFESSIONALS (as applicable)

A. **Attorney:** John J. Curley, Esq. (John J. Curley LLC) & Robert C. Matule, Esq.

Address: Harborside Financial Center 70 Hudson Street

1202 Plaza Ten Hoboken, NJ 07030

Jersey City, NJ 07311

Telephone: 201 217 0700 // 201 659 0403 Fax: 201 360 3797 // 201 659 1088

Email: jourley@curlaw.com // robert@matulelaw.com

B. **Architect:** Dean P. Marchetto (Marchetto Higgins Stieve)

Address: 1225 Willow Avenue, Hoboken, NJ 07030

Telephone: 201 795 1505 Fax: 201 795 0171

Email: dean@mhsarchitects.com

C. **Engineer:** Andrew Missey (Lapatka Associates, Inc.)

Address: 12 Route 17 North, Suite 230, Paramus, NJ 07652

Telephone: 201 587 1600 Fax: 201 587 0063

Email: andy@lapatka.net

D. **Planner:** Not Yet Retained

Address: _____

Telephone: _____ Fax: _____

Email: _____

V. REASON FOR APPLICATION / PURPOSE

Please describe, in as much detail as possible, the reasons for the application:

The Applicant is seeking designation as the redeveloper for the subject property it owns located within the Public Works Garage Site Redevelopment Area through entry of a Redevelopment Agreement with the City of Hoboken / its Redevelopment Agency in accordance with the Redevelopment Plan For The Public Works Garage Site. The property is currently under-utilized in its existing blighted condition as surface parking. The proposed project shall consist of the construction of a mixed-use residential apartment building which shall continue to include on-site parking for the residents of the neighboring Jefferson Trust condominium.

VI. DESCRIPTION OF PROPOSED PROJECT

A. Proposed Use(s): Nine story mixed-use apartment building serviced by two elevators containing 31 residential units on floors 4-9; automated parking providing a total of 93 parking spaces (including 42) spaces for residents of the neighboring Jefferson Trust condominium) on floor 2, the Mezzanine & floor 3, with entrance/exit and queuing facilities on the 1st (ground) floor; and a 1,620sf retail space on the 1st (ground) floor.

B. Proposed Setbacks:
Front 0ft Side 1 0ft Side 2 0ft Rear Yard 0ft

C. Proposed Building(s):
Bldg. Ht. (feet) 108ft Bldg. Ht. (stories) 9
Bldg. Ht. (feet) _____ Bldg. Ht. (stories) _____
Bldg. Ht. (feet) _____ Bldg. Ht. (stories) _____

D. Proposed Lot Coverage: 100% 1st (ground) floor // 84% all other floors

E. Proposed Number of Residential Units:
Market Rate: 31
Affordable: 0
Low Income: 0

F. Proposed Commercial / Office Area (sq. ft.): None

- G. Proposed Commercial / Retail Area (sq. ft.): 1,620sf (1 unit)
- H. Accessory Parking (# spaces): 93
- I. Public Parking (# spaces): To Be Determined
- J. Proposed Schedule for Construction / Completion: See Attached

VII. PUBLIC BENEFITS AND AMENITIES

- A. Open Space: None
- B. Public Space: Creation of new 1,620sf retail location in neighborhood; construction of new ADA compliant curb cut at intersection of Willow Ave. and Newark St. and provision of ADA compliant sidewalks w/ decorative lighting and shade trees (and additional green-scaping) along these streets.
- C. Jobs Created: Construction etc. jobs created during construction of the project. After project completion, jobs associated with the retail occupant will be created.
- D. Other: Provision of 1,135sf of bicycle storage.

VIII. REQUIRED SUBMISSIONS

- 1. Contribution Disclosure Statement (mandatory)
- 2. Stockholder Disclosure Statement (mandatory)
- 3. W-9 Form (Found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- 4. Description of Applicant Qualifications
 - a. List of prior experience
 - b. References
 - c. Description of project team members and qualifications
 - d. Demonstration of financial qualifications
 - e. List of any judgments, liens on property, bankruptcy or other relevant materials regarding applicant and/or property. Please note that if conditional designation is granted, the City of Hoboken will conduct a background check performed by Westlaw or equivalent.
- 5. Description of Project
 - a. Use
 - b. Building number and size
 - c. Parking
 - d. Estimated number of residents and employees
 - e. Public benefits and amenities, such as open space
 - f. Method for addressing any affordable housing requirements

- g. Proposed method of financing
- 6. Project Site Survey - Showing spot elevations
- 7. Description of Property – List any easements or encumbrances on the property
- 8. Architectural Plans and Drawings
 - a. Site Plan
 - b. Elevations
 - c. Location map within Redevelopment Area
- 9. Proposed Schedule for Construction
- 10. Description of any proposed amendments to the Redevelopment Plan and the reasons therefore. (Please note that the City's designation of an Applicant as a redeveloper shall not be deemed approval of any amendments to a Redevelopment Plan)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business 83 Willow Ave. Apartments Limited Liability Company

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability ~~Company~~ Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Seth Martin (100%) Name: _____

Home Address: 913 Hudson Street #5 Home Address: _____

Hoboken, NJ 07030 _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this 29th day of December ~~2013~~ 2014

(Notary Public) Jennifer J. Bogdanski

My Commission Expires:

JENNIFER J. BOGDANSKI
ATTORNEY AT LAW OF
STATE OF NEW JERSEY

[Signature]
(Affiant)

Seth Martin, Sole Member
(Print name and title of affiant)

(Corporate Seal)

EXHIBIT B
SUPPLEMENTAL INFORMATION DATED OCTOBER 2, 2015

JOHN J. CURLEY LLC
Attorneys at Law

Jennifer J. Bogdanski
Harborside Financial Center
1202 Plaza Ten
Jersey City, NJ 07311

JBogdanski@curlaw.com
Tel: (201) 217-0700
Fax: (201) 360-3797

October 2, 2015

Ms. Brandy Forbes
Director of Community Development
City Hall
94 Washington Street
Hoboken, NJ 07030

Re: **2nd Supplemental Submission**
Request For Designation As Redeveloper
83 Willow Ave. Apartments Limited Liability Company
77-83 Willow Avenue
Block 1, Lots 11, 12, 13 & 14
Hoboken, NJ
Our File No. 388.1111

Dear Ms. Forbes:

We represent 83 Willow Ave. Apartments Limited Liability Company in its request before the City of Hoboken for designation as redeveloper of the above referenced property it owns within the Public Works Garage Site Redevelopment Area.

83 Willow Ave. Apartments Limited Liability Company submitted its "City Of Hoboken Pre-Submission Form : Request For Designation As Redeveloper" and required accompanying documentation to you by correspondence dated January 13, 2015 and made a Supplemental Submission by correspondence dated July 1, 2015.

A change of ownership of 83 Willow Ave. Apartments Limited Liability Company has taken place by which Mr. Gilberto Ruben Pagan has acquired a 91% interest in the limited liability company. (A copy of the Assignment Of Membership Interest, dated September 28, 2015, is enclosed for your files.)

Therefore, please find enclosed the following replacement documents, bearing original signatures, reflecting the above-described change in ownership:

- ♦ Exhibit A "Stockholder Disclosure Certification"
- ♦ "C. 271 Political Contribution Disclosure Form" for 83 Willow Ave. Apartments Limited Liability Company

A digital copy of the above application materials is on the enclosed CD disc.

Please also note that 83 Willow Ave. Apartments Limited Liability Company hereby revises its contact information in "I. APPLICANT INFORMATION" of the "City Of Hoboken Pre-Submission Form : Request For Designation As Redeveloper" as follows:

I. APPLICANT INFORMATION

Name: 83 Willow Ave. Apartments Limited Liability Company

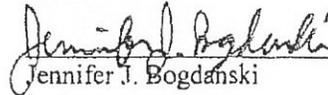
Address: c/o John J. Curley, Esq., John J. Curley, LLC, Harborside Financial
Center, 1202 Plaza Ten, Jersey City, NJ 070311

Telephone: 201 217 0700 Fax: 201 360 3797

Email: jcurley@curlaw.com

Thank you for your attention in this matter.

Very truly yours,


Jennifer J. Bogdanski

Encls.

cc: Alysia M. Proko, Esq. (w/ hardcopy of Encls.)
Joseph J. Maraziti, Jr., Esq. (w/ hardcopy of Encls.)
Richard Seltzer, Esq. (w/ hardcopy of Encls.)
Robert C. Matule, Esq. (w/ hardcopy of Encls.)

**SUPPLEMENTAL
STOCKHOLDER DISCLOSURE CERTIFICATION**
* Contingent upon redeveloper designation.

Name of Business 83 Willow Ave. Apartments Limited Liability Company

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability ~~Company~~ ^{Corporation} Limited Liability Partnership
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Ruben Pagan (91%) Name: _____

Home Address: C/O Steven Chanchal, Esq. Home Address: _____
848 Brickell Ave, Suite 1040, Miami, FL 33131

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: SETH MARTIN 9% Name: _____

Home Address: 931 Hudson St Home Address: _____
Hoboken NJ 07030

Subscribed and sworn before me this 28 day of Sept 2015 [Signature]
(Notary Public) (Affiant)

My Commission Expires:

**JOHN J. CURLEY
ATTORNEY AT LAW OF
STATE OF NEW JERSEY**

Seth Martin, Member
(Print name and title of affiant)

(Corporate Seal)

ASSIGNMENT OF MEMBERSHIP INTEREST

THIS Assignment of Membership Interest, dated as of September 28, 2015 (this "Assignment"), is made by Seth Martin ("Seller") to and in favor of Gilberto Ruben Pagan ("Buyer").

RECITALS

A. Seller is the sole and Managing Member of 83 Willow Ave. Apartments Limited Liability Company, a New Jersey limited liability company (the "Company").

B. Pursuant to a Membership Interest Purchase Agreement, dated as of September 28, 2015, Seller has agreed to assign, transfer and convey to Buyer a 91% interest in the Company and the capital account associated therewith (collectively, the "Interest").

NOW, THEREFORE, the undersigned, in consideration of the promises, covenants and agreements contained herein and in the Membership Interest Purchase Agreement, does hereby agree as follows:

1. Assignment. For value received, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby assign, transfer and convey to Buyer the Interest in the Company as set forth above.
2. Resignation. Seller resigns as Managing Member of the Company.
3. Successor Manager. The Members of the Company elect Buyer as the Manager of the Company.
4. Binding Effect. This Assignment shall be binding upon Seller and his heirs, representatives, successors and assigns, and shall inure to the benefit of Buyer and his heirs, representatives, successors and assigns.
5. Governing Law. This Assignment shall be governed by, and interpreted in accordance with, the laws of the State of New Jersey.

[Remainder of Page Intentionally Left Blank.]

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

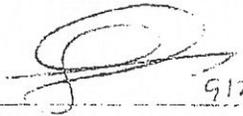
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	83 Willow Ave. Apartments Limited Liability Company		
Address:	931 Hudson Street #5		
City:	Hoboken	State:	NJ
		Zip:	07030

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

By:  9/28/15
 Signature Printed Name
 Gilberto Ruben Pagan

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount

Check here if the information is continued on subsequent page(s)

EXHIBIT C
SUPPLEMENTAL INFORMATION DATED OCTOBER 16, 2015

JOHN J. CURLEY LLC
Attorneys at Law

Jennifer J. Bogdanski

Harborside Financial Center
1202 Plaza Ten
Jersey City, NJ 07311

JBogdanski@curlaw.com

Tel: (201) 217-0700
Fax: (201) 360-3797

October 16, 2015

Ms. Brandy Forbes
Director of Community Development
City Hall
94 Washington Street
Hoboken, NJ 07030

Re: Request For Designation As Redeveloper
83 Willow Ave. Apartments Limited Liability Company
77-83 Willow Avenue
Block 1, Lots 11, 12, 13 & 14
Hoboken, NJ
Our File No. 388.1111

Dear Ms. Forbes:

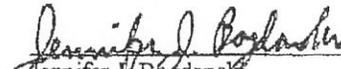
We represent 83 Willow Ave. Apartments Limited Liability Company in its request before the City of Hoboken for designation as redeveloper of the above referenced property it owns within the Public Works Garage Site Redevelopment Area.

I am writing in follow-up to the recent email exchange between John J. Curley, Esq. and yourself in which you expressed a concern that there was some ambiguity regarding the information on the "Stockholder Disclosure Certification" submitted to you by my correspondence of October 2, 2015 which reflected a change of ownership of 83 Willow Ave. Apartments Limited Liability Company since the original submission of its "City Of Hoboken Pre-Submission Form : Request For Designation As Redeveloper."

Enclosed please find an additional originally signed / notarized "Stockholder Disclosure Certification," again showing the current ownership of 83 Willow Ave. Apartments Limited Liability Company (i.e., 91% interest held by Mr. Gilberto Ruben Pagan). This new form should dispel any uncertainty occasioned by the October 2, 2015 version of the form.

Thank you for your attention in this matter.

Very truly yours,


Jennifer J. Bogdanski

Encl.

cc: Alysia M. Proko, Esq. (w/ Encl.)
Joseph J. Maraziti, Jr., Esq. (w/ Encl.)
Richard Seltzer, Esq. (w/ Encl.)
Robert C. Matule, Esq. (w/ Encl.)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business 83 Willow Ave. Apartments Limited Liability Company

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability ^{Company} Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Gilberto Ruben Pagan (91%) Name: _____

Home Address: c/o Steven Charchat, Esq. Home Address: _____

848 Brickell Ave., Suite 1040, Miami, FL 33131 _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this 15th day of October 2015 [Signature]
(Notary Public) (Affiant)

My Commission Expires: 11.18.2018

[Signature]

KARLA MOORE

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Nov. 18, 2018.

Seth Martin, Member
(Print name and title of affiant)

(Corporate Seal)

Introduced by: *Peter Cunningham*
 Seconded by: *[Signature]*

6

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

RESOLUTION DECLARING AN EMERGENCY PURSUANT TO N.J.S.A. 40:69A-181(B) AND MAKING IMMEDIATELY EFFECTIVE PROPOSED ORDINANCE Z-409 ENTITLED "AN ORDINANCE TO AMEND HOBOKEN CITY CODE: 1. SECTION 179A-18 ENTITLED: SECTION 179A-18 -- TAXICAB EQUIPMENT AND MAINTENANCE; INSPECTION AND INSPECTION LICENSES; AND, 2. SECTION 180A-15 ENTITLED: SECTION 180A-15 -- VEHICLE EQUIPMENT AND MAINTENANCE"

WHEREAS, for the protection of the City's legal position in threatened litigation, the City Council hereby authorizes immediate enforcement of Ordinance Z-409 in accordance with N.J.S.A. 40:69A-181(b) and further determines and declares that said Ordinance be and the same is hereby effective immediately and not 20 days after its final passage by the City Council as otherwise required under N.J.S.A. 40:69A-181(b).

NOW THEREFORE, BE IT RESOLVED (*not less than two thirds of the whole council voting affirmatively*) that the City Council hereby authorizes immediate enforcement of Ordinance Z-409 in accordance with N.J.S.A. 40:69A-181(b) and further determines and declares that said Ordinance be and the same is hereby effective immediately and not 20 days after its final passage by the City Council as otherwise required under N.J.S.A. 40:69A-181(b).

BE IT FURTHER RESOLVED, The City Clerk and all other municipal officers are hereby authorized and directed to take all steps necessary to effectuate the purposes of this Resolution.

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

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

Meeting date: April 6, 2016

APPROVED:
Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:
Alycia Proho
 Alycia Proho, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo		✓		
President Jennifer Giattino	✓			

Introduced by: AT
Seconded by: [Signature]

7

CITY OF HOBOKEN
RESOLUTION NO. _____
RESOLUTION IN SUPPORT OF PROCLAIMING APRIL AS SEXUAL
ASSAULT AWARENESS MONTH 2016

WHEREAS, sexual assault is an intolerable violent crime with public health implications for every person in the City of Hoboken as a victim/survivor or as a family member, significant other, neighbor or co-worker of a victim/survivor; and

WHEREAS, no one person, organization, agency or community can eliminate sexual assault on their own—we must work together to educate our entire population about what can be done to prevent sexual assault, support victim/survivors and their significant others, and increase support for agencies providing services to victim/survivors; and

WHEREAS, **Hudson SPEAKS** has led the way in the City of Hoboken in addressing sexual assault by providing 24-hour hotline services to victim/survivors and their significant others, responding to emergency calls, offering support and comfort to those impacted by sexual assault during medical exams, criminal proceedings, and empowering those impacted by sexual assault to chart their own course for healing; and

WHEREAS, ending sexual assault in the City of Hoboken must include active public and private efforts to *End Sexual Violence* in collaboration with **Hudson SPEAKS**, including conversation about what sexual violence is, how to prevent it, how to help survivors connect with crucial counseling and other support services, and how every segment of our society can work together to better address sexual violence; and

WHEREAS, staff and volunteers of sexual assault programs in the City of Hoboken work year round to encourage every person in the City of Hoboken to *End Sexual Violence* and to support survivors by providing prevention education and survivor empowerment information to schools, churches, civic organizations, as well as medical, mental health, law enforcement, education, and criminal justice personnel regarding sexual assault issues;

WHEREAS, **Hudson SPEAKS** has set an important example of how forging collaborative relationships between service agencies and organizations serves to improve the quality of service for those most profoundly and directly impacted by sexual violence, thus setting an important example for how the rest of the community might work together to speak out and find solutions to sexual violence;

WHEREAS, **Hudson SPEAKS** requests public support and assistance as it continues its effort to bring real hope for freeing the City of Hoboken from the tragedy of sexual violence to create a future where all women, men and children can live free from violence and exploitation;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN that it declares its support for Hudson SPEAKS, and Sexual Assault Awareness Month in April of 2016.

Meeting date: April 6, 2016

Approved as to Content:

Quentin Wiest
Quentin Wiest
Business Administrator

Approved as to Form:

Alysia Proko
Alysia Proko, Esq.
Corporation Counsel

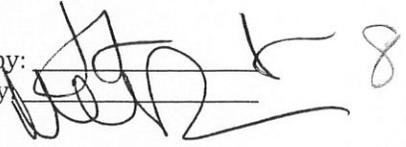
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: APR 06 2016

James J. Sarena

CITY CLERK

Introduced by:
Seconded by:



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

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED RIGHT OF WAY AGREEMENT BETWEEN STEVENS INSTITUTE OF TECHNOLOGY AND THE CITY OF HOBOKEN REGARDING SIXTH STREET (BLOCK 227/LOT 1, BLOCK 228/LOTS 1 & 16)

WHEREAS, the City wishes to enter into the attached Right of Way Agreement with Stevens Institute of Technology (SIT), for SIT's benefit; and

WHEREAS, the Agreement serves as an access agreement in favor of SIT for maintenance of the property and enforcement of laws thereupon by the City, and public access to the property as a limited public right of way; and,

WHEREAS, certification of funds is not required for this resolution.

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Right of Way Agreement with SIT, and take any and all other action to effectuate the Agreement, and the terms thereunder, including the public access, maintenance and enforcement terms; and,

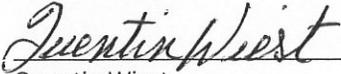
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

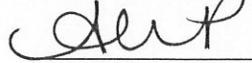
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: April 6, 2016

APPROVED:


Quentin Wiest
Business Administrator

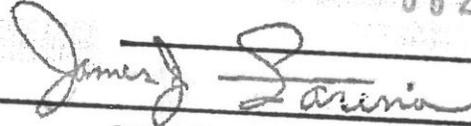
APPROVED AS TO FORM:


Awisia Proko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

APR 06 2016


CITY CLERK

**RIGHT OF WAY AGREEMENT BETWEEN
THE TRUSTEES OF THE STEVENS INSTITUTE OF TECHNOLOGY, A NEW JERSEY
NON-PROFIT CORPORATION AND
THE CITY OF HOBOKEN, A NEW JERSEY MUNICIPAL CORPORATION
REGARDING SIXTH STREET
(BETWEEN HUDSON STREET AND RIVER STREET)**

WHEREAS, the Trustees of the Stevens Institute of Technology (“Stevens”) is the fee simple owner of property identified as Block 227, Lot 1 and Block 228, Lots 1 and 16 and more commonly identified as 501-531 and 601 Hudson Street as well as 500-530 and 600-602 River Street; and

WHEREAS, Stevens is also the fee simple owner of the portion of Sixth Street located between Hudson Street and River Street (“Sixth Street”), which is adjacent to the south side of Block 228, Lots 1 and 16 and adjacent to the north side of Block 227, Lot 1 and is more particularly described on Exhibit A annexed hereto; and

WHEREAS, Stevens and the City of Hoboken (“City”) are desirous of entering into a formal agreement which sets forth the rights of each party with regard to the right-of-way across Sixth Street.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, understandings, and agreements contained herein, and the sum of one (\$1.00) dollar in lawful money of the United States of America, the receipt and sufficiency of which is hereby acknowledged by each party, and for good and valuable consideration, the parties, their successors, and assigns, agree as follows:

1. The recitals set forth above are hereby incorporated as substantive provisions to this Agreement.

2. Stevens and the City both agree that the right-of-way across Sixth Street as identified in Exhibit "A" is owned in fee simple by Stevens.

3. Stevens and the City both agree that the City possesses a right-of-way across Sixth Street.

4. Stevens and the City both agree that the City shall maintain and repair this privately owned portion of Sixth Street and has the right to do so as Sixth Street is a public right-of-way. This includes the surface of the road, the portion of the land under and above Sixth Street necessary for the location and maintenance of utilities, and a portion of the area above Sixth Street necessary for the operation of emergency vehicles or any other equipment necessary for repair and maintenance activities.

5. Stevens and the City both agree that the parking spaces on Sixth Street shall be used exclusively for public parking at all times, except as otherwise regulated by the City in its discretion and provided that Sixth Street may be closed during construction activities that have received the appropriate permits permitting such construction and are performed in accordance with applicable law.

6. Stevens and the City both agree that the City has the right to enforce its laws on Sixth Street.

7. The City recognizes that a bridge has been approved in a Resolution memorialized on January 19, 2016 by the City of Hoboken Zoning Board of Adjustment ("Zoning Board") (application no. HOZ-14-27) above the privately owned portion of Sixth Street and that such bridge, in the approved location, does not impede or impair the City's ability to maintain or repair Sixth Street or for emergency vehicles to navigate the right-of-way. This is

based upon the email from the Chief of Operations of the Hoboken Fire Department dated April 28, 2015 (Exhibit “B”); the letter from the Chief of the North Hudson Regional Fire & Rescue dated May 3, 2015 (Exhibit “C”); and the letter from the Deputy Chief of the Jersey City Department of Fire and Emergency Services dated April 21, 2015 (Exhibit “D”). It is also predicated upon compliance with the section of the New Jersey Department of Transportation Design Manual identifying a clearance requirement of 14’ 6” over local roads (Exhibit “E”).

8. Stevens and the City both agree that Stevens is bound by all terms and conditions contained in any relevant land use approval issued by either the Zoning Board or City of Hoboken Planning Board and that this Agreement shall not be construed as a waiver or any other kind of relief from those approvals.

9. Stevens and the City both agree to comply with all laws and regulations of the State of New Jersey, County of Hudson and City of Hoboken, as well as all applicable federal laws and regulations, applicable to Sixth Street and the Bridge or any part thereof or the manner of use thereof. Stevens and the City retain all rights to pursue all applicable remedies in the event of a breach of this Agreement or a violation by the other party of any law or regulation applicable to Sixth Street or the Bridge. In addition, each party shall indemnify and hold harmless the other party, its officials, officers, agents, servants, representatives and employees and shall reimburse the other party for any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of any kind and nature, including but not limited to court costs and attorneys’ fees, entered against the other party as a result of purposeful or grossly negligent acts. When requested in connection with a party’s obligation in accordance with the preceding sentence, the other party agrees to aid and/or defend the requesting party, its officials, officers,

agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action concerning the subject property.

10. The City Attorney shall record, or shall authorize and instruct Stevens to record, this Agreement, in the Hudson County Clerk's Office and shall submit a fully executed recorded copy to Stevens or to its attorney. All recording costs shall be borne by Stevens.

11. If any terms or conditions herein are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

12. The parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits and consents to the jurisdiction of the Superior Court of New Jersey, Hudson County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

13. All notices required or permitted under this Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth below or as otherwise designated by the parties in writing:

In the case of Stevens: The Stevens Institute of Technology
 Howe Center, 13th Floor
 One Castle Point on Hudson
 Hoboken, NJ 07030
 Attn: Kathy L. Schulz, Vice President,

General Counsel and Secretary

In the case of the City: The City of Hoboken
 94 Washington Street
 Hoboken, New Jersey 07030
 Attn: Corporation Counsel

A notice required or permitted under this Agreement shall be deemed given on the actual date of receipt. Attorneys for a party shall be authorized to give notices on behalf of such party.

14. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. If Stevens hereafter transfers title to the subject lands to the name of any individual or corporation, said new owner shall have the rights and obligations afforded by this Agreement.

15. Stevens and the City herein represent that they have voluntarily entered this Agreement and it has not been executed under duress or coercion and unequivocally states that the Agreement's conditions and amounts to be paid as agreed upon in this Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Accordingly, Stevens and the City herein covenant and agree that they will not bring any action with respect to the obligations assumed under this Agreement, which has been mutually negotiated between the parties.

16. This instrument contains the entire Agreement between the parties hereto and no statement, promise or endorsement made by any party hereto, or agent of any party hereto, which is not contained in this Agreement or the instruments incorporated herein by reference, shall be valid or binding; and this Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon. Nothing herein shall be deemed a waiver of other existing municipal construction requirements or any conditions contained in the Resolution,

except for the condition of approval set forth in the Resolution of the Zoning Board requiring the City to take action with respect to the Bridge.

17. Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

18. This Agreement shall be binding not only upon the parties hereto, but also their heirs, executors, administrators, representatives, successors and assigns, and the parties hereto agree for themselves and their heirs, executors, administrators, representatives, successors and assigns to execute any instruments in writing which may be necessary or proper for the carrying out of the intent and purposes of this agreement.

19. In all references made herein to any parties, person, entities or corporations, 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 the usage may require.

INTENDING TO BE LEGALLY BOUND, Stevens and the City have each executed this Agreement as of the date and year set forth below. The parties each execute this Agreement to acknowledge its consent to the terms and conditions herein contained.

[Signature Page Follows]

CITY OF HOBOKEN, a New Jersey
Municipal Corporation

**THE TRUSTEES OF THE STEVENS
INSTITUTE OF TECHNOLOGY**, a New Jersey
Non-Profit Corporation

By: _____
Mayor Dawn Zimmer

By: _____
Name:
Title:

Date: _____

Date: _____

STATE OF NEW JERSEY)
) SS.:
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this ____ day of April, 2016, before me, the subscriber, personally appeared Dawn Zimmer, the Mayor of the City of Hoboken, a New Jersey Municipal Corporation, who, I am satisfied, is the person who executed the foregoing instrument, and thereupon she stated that she was authorized to execute this instrument on behalf of the City of Hoboken and that she executed this instrument as the valid and authorized act of the City of Hoboken.

Notary Public

STATE OF NEW JERSEY)
) SS.:
COUNTY OF HUDSON)

BE IT REMEMBERED, that on this ____ day of April, 2016, before me, the subscriber, personally appeared _____, the _____ of the Trustees of the Stevens Institute of Technology, a New Jersey Non-Profit Corporation, who, I am satisfied, is the person who executed the foregoing instrument, and thereupon he/she stated that he/she was authorized to execute this instrument on behalf of the Trustees of the Stevens Institute of Technology and that he/she executed this instrument as the valid and authorized act of the Trustees of the Stevens Institute of Technology.

Notary Public

EXHIBIT A

(See depiction and legal description of Sixth Street attached)

April 4, 2016
100408701

**WRITTEN DESCRIPTION
FOR
SIXTH STREET RIGHT-OF-WAY
IN THE CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY**

BEGINNING at a point formed by the intersection of the easterly line of Hudson Street (80 feet wide) and the southerly line of Sixth Street (50 feet wide) all as described in Deed Book 2957 Page 684 and running; thence

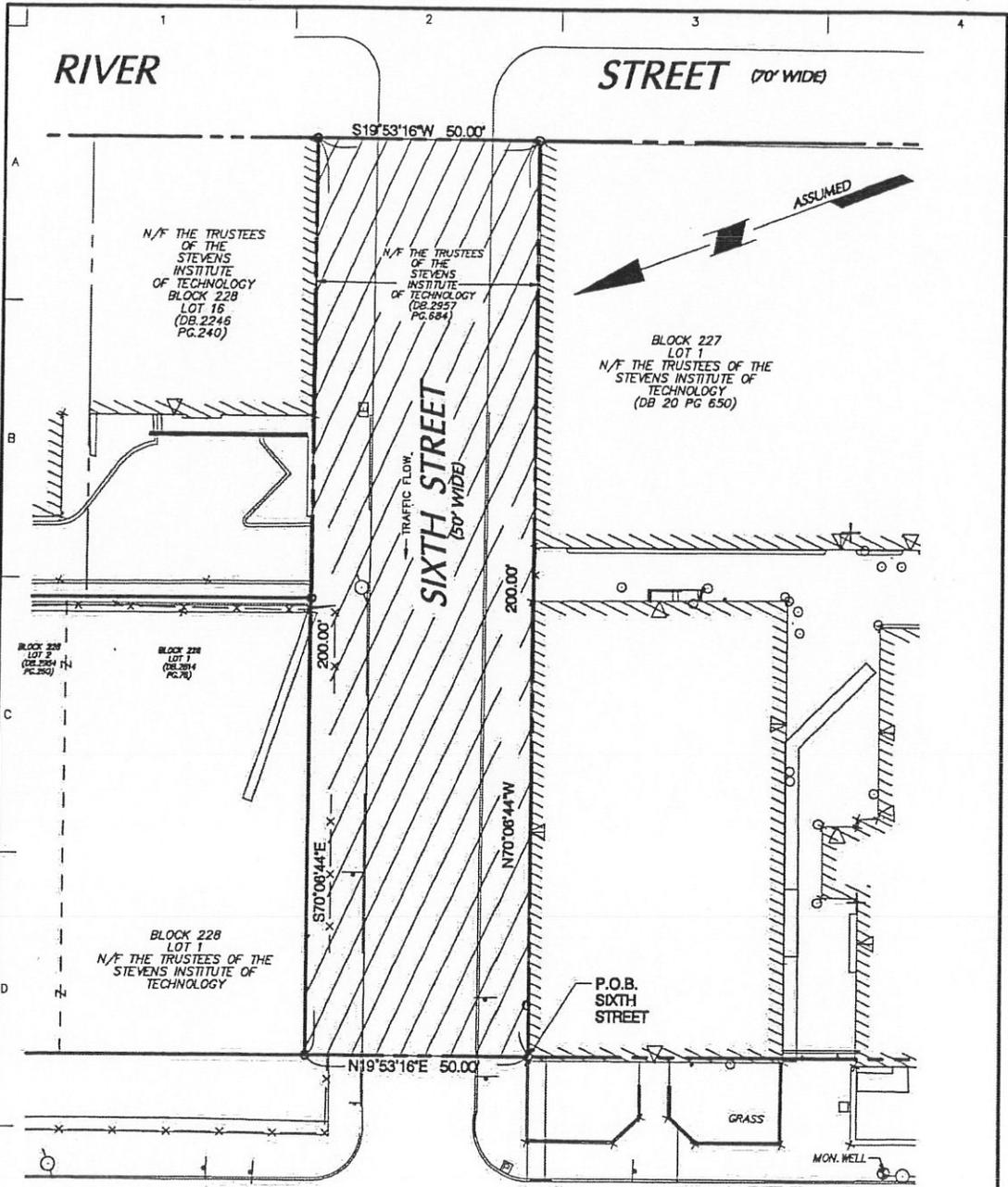
1. North $19^{\circ}53'16''$ East, a distance of 50.00 feet to the point of intersection of the northerly line of Sixth Street and said easterly line of Hudson Street; thence
2. Along said northerly line of Sixth Street, South $70^{\circ}06'44''$ East, a distance of 200.00 feet to the point of intersection of said northerly line of Sixth Street and the westerly line of River Street (70 feet wide); thence
3. South $19^{\circ}53'16''$ West, a distance of 50.00 feet to the point of intersection of the aforementioned southerly line of Sixth Street and the said westerly line of River Street; thence
4. Along said southerly line of Sixth Street, North $70^{\circ}06'44''$ West, a distance of 200.00 feet to the Point of Beginning.

Encompassing an area of 10,000 square feet or 0.230 Acre, more or less.

This description describes a portion of the parcel recorded in Deed Book 2957 Page 684, dated November 24, 1958.


Gary A. Veenstra
Professional Land Surveyor
N.J. License No. 24GS03721300

NJ Certificate of Authorization No. 24GA27996400
\\langan.com\data\pa\data\7100408701\survey data - 100408701\office data\descriptions\100408701 right-of way of sixth street.dotx.docx

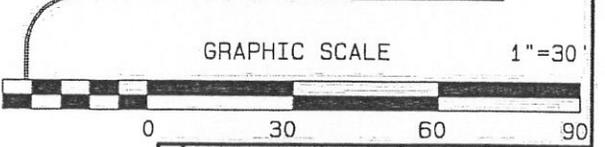


RIVER STREET (70' WIDE)

HUDSON STREET (COUNTY ROUTE NO. 679)

STREET (80' WIDE)

- NOTES:**
- THIS SURVEY IS BASED UPON EXISTING PHYSICAL CONDITIONS FOUND AT THE SUBJECT SITE AND THE FOLLOWING REFERENCES:
 - MAP ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, BLOCK 228 LOT 1, PORTION OF BLOCK 228 LOTS 3 AND 18 AND PORTION OF BLOCK 227 LOT 1 IN THE CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY," PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. DATED MAY 28, 2014 AND LAST REVISION ON FEBRUARY 10, 2014, SHEET NO. VI-101.
 - TITLE REPORT BY CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 2016-0008 EFFECTIVE DATE: DECEMBER 31, 2015.
 - THE MERIDIAN OF THIS SURVEY IS BASED ON AN ASSUMED DATUM AND MAP REFERENCED IN NOTE 1A.
 - STREET NAMES AND R.O.M. WIDTHS, BLOCK AND LOT NUMBERS AS PER TAX MAP FOR THE CITY OF HOBOKEN AND MAP REFERENCED IN NOTE 1A AND DEED BOOK 2857 PAGE 664.
 - PLANIMETRIC INFORMATION SHOWN HEREON HAS BEEN OBTAINED FROM GROUND SURVEYS BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC. DURING AUGUST 2013.
 - THE INTENT OF THIS PLAN IS TO SHOW THE EXTENTS OF THE RIGHT OF WAY OF SIXTH STREET BETWEEN RIVER STREET AND HUDSON STREET.



I hereby state that this plan is based on a field survey made by me or under my immediate supervision in accordance with N.J.A.C. 13:40-5.1 "Preparation of Land Surveys", and to the best of my professional knowledge, information and belief, and in my professional opinion, correctly represents the conditions found on the date of the field survey at the subject property".

Gary A. Veenstra 4-04-16

SIGNATURE: GARY A. VEENSTRA DATE SIGNED: APRIL 4, 2016
 PROFESSIONAL LAND SURVEYOR
 N.J. STATE LIC. No. GS2403721300

LANGAN

3800 Shadel Circle, Philadelphia, PA 19154
 T: 800.541.4000 F: 215.382.8001 www.langan.com

BRANCH OFFICES: ALABAMA, ARIZONA, CALIFORNIA, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, ILLINOIS, INDIANA, IOWA, KANSAS, MARYLAND, MASSACHUSETTS, MICHIGAN, MINNESOTA, MISSISSIPPI, MISSOURI, MONTANA, NEBRASKA, NEVADA, NEW JERSEY, NEW YORK, NORTH CAROLINA, NORTH DAKOTA, OHIO, OKLAHOMA, PENNSYLVANIA, SOUTH CAROLINA, SOUTH DAKOTA, TEXAS, UTAH, VIRGINIA, WISCONSIN, WYOMING.

Langan Reporting, Accounting, Estimating and Labor Management Solutions, S.A.S.
 Langan International, Ltd.
 Langan Global Services, Inc.
 Langan Group, Inc.

NJ Certificate of Authorization No. 24042000002

Project: **STEVENS INSTITUTE OF TECHNOLOGY**
 CITY OF HOBOKEN
 HUDSON COUNTY NEW JERSEY

Drawing Title: **SIXTH STREET RIGHT-OF-WAY PLAN**

Project No. 100408701
 Drawing No. VB-101
 Date: APRIL 4, 2016
 Scale: 1"=30'
 Drawn By: S.J.G.
 Checked By: GAV
 Sheet 1 of 1

EXHIBIT B

(See Hoboken Fire Department email attached)

Evan Jacobs

From: David Buoncuore <dbuoncuore@hobokenfire.org>
Sent: Tuesday, April 28, 2015 9:42 AM
To: Evan Jacobs
Subject: Apparatus clearance

Evan,

As per our conversation on April 28th, the Hoboken Fire Dept.'s two aerial ladders have a height of 11'3". This would allow sufficient clearance for any overpass that has a 15' clearance.

Regards,

Battalion Chief David Buoncuore
Chief of Operations

EXHIBIT C

(See North Hudson Regional Fire & Rescue letter attached)



NORTH HUDSON REGIONAL FIRE & RESCUE

11 PORT IMPERIAL BOULEVARD • WEST NEW YORK, NJ 07093
(201) 601-3542 • FAX: (201) 330-2699

5/3/15

Evan Jacobs,

As per our phone conversation last week, Your firm is requesting acceptance to determine if our apparatus would clear the projected new bridge construction in the City of Hoboken. Please be advised I have not viewed the plans of this projected construction. That being said our maximum height clearance for our bedded North Hudson aerial apparatus is 12 feet. As you stated in an email to Battalion Chief Mark Lorenz dated 4/17/15 you informed him that the minimum vertical clearance from the bottom of the bridge in question is 15 feet. This minimum height would not interfere with our apparatus response.

Thank you

Chief Frank Montagne
North Hudson Regional Fire & Rescue
201-601-3542 work
201-602-5472 cell

EXHIBIT D

(See Jersey City Department of Fire and Emergency Services letter attached)

From F.D. 489
CS-01

**DEPARTMENT OF FIRE & EMERGENCY SERVICES
DIVISION OF FIRE
JERSEY CITY, N.J.**

Subject: Height measurement of Fire Dept. Vehicles

Date: April 21, 2015.

Sir:

The vehicle that has the greatest height dimension on the Jersey City Fire Department is 11 Feet, 9 inches.

Respectfully;

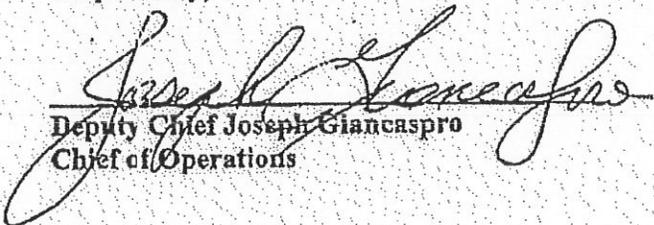

**Deputy Chief Joseph Giancaspro
Chief of Operations**

EXHIBIT E

(See pertinent sections of NJDOT Design Manual attached)

Section 3 - AASHTO LRFD Bridge Design Specifications with NJDOT Stipulations

3.1 Load and Resistance Factor Design (LRFD) Philosophy

The design of new structures and new elements of rehabilitated bridge structures in New Jersey shall be completed with the use of the *AASHTO LRFD Bridge Design Specifications*. Guidance for the Reconstruction or Rehabilitation of existing bridge structures is provided in Section 8 of this Manual.

The LRFD bridge design philosophy is based on the premise that four Limit States are stipulated to achieve the basic design objectives of constructability, safety and serviceability. All Limit States are given equal importance.

The four Limit States are:

Service Limit State: Stress, deformation and crack width are limited under service conditions.

Fatigue and Fracture Limit State: Fatigue stress range is limited for the expected number of stress cycles due to a single design truck in order to control crack initiation and propagation, and to prevent fracture during the design life of the bridge.

Strength Limit State: Strength and stability are provided to resist the significant load combinations that a bridge is expected to experience in its design life.

Extreme Event Limit States: Structures are proportioned to resist collapse due to extreme events, such as, major earthquake, flood, ice flow, collision by a vessel, etc.

Equation 1.3.2.1-1 of the *AASHTO LRFD Bridge Design Specifications*, unless otherwise specified, must be satisfied for each Limit State:

Where $\eta = \eta_D \eta_R \eta_I \geq 0.95$

η = A factor relating to ductility, redundancy and operational importance.

η_D = A factor relating to ductility

η_R = A factor relating to redundancy

η_I = A factor relating to importance

γ_I = Load factor: A statistically based multiplier

ϕ = Resistance Factor: A statistically based multiplier

Q_I = Force Effect

R_n = Nominal Resistance

R_r = Factored Resistance: ϕR_n

Subsection 1.3 of the LRFD Specifications may be referred to for additional commentary concerning the philosophy of the Specifications' development.

3.2 Vehicular Bridge Structures

The current Edition of the *AASHTO LRFD Bridge Design Specifications* (with current Interims), with the following stipulations to the respective AASHTO LRFD Sections, shall govern the design of bridge structures in New Jersey.

Note: The following Section numbers refer to the Section numbering of the *AASHTO LRFD Bridge Design Specifications*.

Section 1 - Introduction

1.3.5 Operational Importance

NJDOT Design Manual for Bridges and Structures - 5th Edition

AASHTO LRFD Bridge Design Specifications

The following is added:

The Operational Importance strength limit state classification shall be as follows:

NHS Structures - $n_1 = 1.05$

NON-NHS Structures - $n_1 = 1.00$

Section 2 - General Design and Location Features

2.3.2 Bridge Site Arrangement

2.3.2.2 Traffic Safety

2.2.2.1 Protection of Structures

The following is added:

The *NJDOT Design Manual Roadway* shall be referred to for additional guidance concerning lateral clearance requirements.

2.3.3 Clearances

2.3.3.1 Navigational

The following is added:

The guidance provided in Section 42 of this Manual shall be followed in procuring U.S. Coast Guard permits.

2.3.3.2 Highway Vertical

The following is added:

The minimum vertical clearances that are tabulated in the following Table are based on the provisions of the *AASHTO A Policy on Geometric Design of Highways and Streets*. For Interstate Highways, *AASHTO A Policy on Design Standards Interstate System* will apply. The specified clearances shall control the design of bridge structures in New Jersey.

Table 2.3.3.2 - Minimum Vertical Clearances for Bridges & Structures

Roadway Functional Classification Facility Type	Vehicular and Railroad Over Crossings	Pedestrian and Bikeway Over Crossings	Overhead Sign Structures	Tunnels	Notes
Interstates Freeways Expressways	16'-0"	17'-0"	17'-3"	16'-0"	1,2,3,8
Rural Arterials Urban Arterials	16'-0"	17'-0"	17'-3"	16'-0"	1,2,3,8
Local Roads and Streets and Collector Roads and Streets	14'-6"	17'-0"	17'-3"	14'-6"	1,2,8
Railroads	23'-0"	23'-0"	--	23'-0"	4
Electrified Tracks	24'-6"	24'-6"	--	24'-6"	4
Inter-Coastal Waterway	55'-0"	--	--	--	5
Navigable Waterways	Varies	--	--	--	6
Other Waterways	Varies	--	--	--	7
Existing Bridges and Structures	--	--	--	--	8

Notes for Table 2.3.3.2

1. Design Exceptions are required for proposed clearances that are less than the minimum values shown in this table. The clearance shall apply over the entire roadway width including any contiguous auxiliary lanes and shoulders. Approval of a Design Exception should follow the process in the current NJDOT Design Exception Manual.
2. When an existing vertical clearance is proposed to be reduced, but will still meet or exceed the minimum, written approval for a waiver is required from the State Transportation Engineer. For new structures, total replacements, or full superstructure replacements, an additional 6 inches of vertical clearance is required for future resurfacings or a waiver is required from the State Transportation Engineer.
3. In highly urbanized areas where a 16'-0" vertical clearance is required, a minimum clearance of 14'-6" may be provided if there is a route within the approximate location of the bridge in question that provides an existing 16'-0" minimum vertical clearance. In such instances, signing to the alternate route should be called for in the Contract Plans. A Design Exception is still required.
4. The 23'-0" clearance above the top of rails (24'-6" for electrified tracks) includes an allowance of 1'-0" for future ballasting of the railroad tracks and minor structure encroachment during construction or maintenance operations. Exceptions to the clearances may be approved when ordered by the State

regulatory agency having jurisdiction over such matters. A greater vertical clearance may be required at individual locations where necessary and when justified on the basis of extraordinary site conditions.

5. Exceptions to the standard 55'-0" clearance (above M.H.W.) may be approved if justified by marine traffic and cost studies or ordered by the U.S. Coast Guard.
6. Clearance contingent on marine traffic and cost studies. Clearance subject to approval by the U.S. Coast Guard.
7. Freeboard clearance contingent on hydraulic and hydrologic studies. Subject to approval by N.J. Division of Water Resources.
8. State Laws, N.J.S.A. 27:5G-1 through 27:5G-4, require that every bridge or overpass carrying municipal, county, or state roads, including railroads, with a vertical clearance of less than 14'-6" from the roadway beneath shall have a minimum clearance marked or posted thereon in accordance with the current standards prescribed by the "Manual of Uniform Traffic Control Devices for Streets and Highways". All bridges over State owned roadways with a minimum vertical clearance of less than 14'-9" shall also be posted.

Signs, warning persons operating motor vehicles that they are approaching a bridge or overpass with less than 14'-6" clearance, shall be placed at the last safe exit or detour preceding the bridge or overpass. The minimum clearance of the bridge or overpass shall be indicated on these signs.

The signs required by this section shall be maintained by the appropriate government entity which has jurisdiction over the roadway underneath the bridge or overpass. The above provisions do not apply to toll road authorities.

General Vertical Clearance Provisions

If it is anticipated that future lanes will be required for the lower roadway, the clearance stipulated in this policy shall be applied to the future lane.

The clearance for ramps shall be that of the connecting highway. In the case where a ramp connects highways with different vertical clearance criteria, the higher clearance shall be used.

For spans between 120'-0" and 150'-0", the need for a bolted splice (located near one quarter-point) should be anticipated in calculating the minimum vertical clearance. An allowance of $\frac{3}{4}$ inch (fastener head) plus thickness of bottom flange splice plate shall be considered.

For spans over 150 feet, two splices located near each quarter-point should be anticipated. An allowance of $\frac{3}{4}$ inch (fastener head) plus thickness of bottom flange splice plate shall be considered.

2.3 Location Features

Highway Horizontal

The following is added:

Lateral clearances shall conform to Section 5-11 of the *NJDOT Design Manual – Roadway*.

Railroad Overpass

The following is added:

Refer to Table 2.3.3.2 of this Manual for Minimum Vertical Clearance requirements.

2.5 Design Objectives

2.5.2.2 Inspectability

The following is added:

For all bridge structures, to assure inspectability access, the design details shall be reviewed and certified by an Engineer who meets NJDOT NBIS requirements for qualification as a team leader.

2.5.2.3 Maintainability

The second sentence of the 1st paragraph is changed to:

When the climatic and/or traffic environment is such that the bridge deck may need to be replaced prior to the required service life, provisions shall be shown on the plans for replacement of the deck and/or bearings.

2.5.2.4 Rideability

The last paragraph is deleted and the following is added:

A thickness of ½ inch shall be provided to compensate for surface wear. The ½ inch of the concrete deck slab thickness shall be considered as a wearing surface. Consequently, it shall be considered as dead load, but shall not be considered effective in carrying secondary dead loads (except future overlay wearing surface) or live loads and impact.

2.5.2.6 Deformations

2.5.2.6.2 Criteria for Deflection

The following is added:

The criterion stated within this Subsection is required for design of New Jersey bridge structures. The structural analysis shall be based on service limit state load combinations and the criteria in Article 2.5.2.6.2. of the AASHTO LRFD Specifications. The following specified deflection limits shall be used for steel, aluminum and/or concrete bridge construction:

- | | |
|--|-----------|
| • Vehicular load, general | Span/1000 |
| • Vehicular and pedestrian loads | Span/1000 |
| • Vehicular load on cantilever arms | Span/400 |
| • Vehicular load and pedestrian loads on cantilever arms | Span/400 |

Introduced by: [Signature]
Seconded by: [Signature]

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION TO URGE THE COUNTY OF HUDSON TO NAME THE 14TH
STREET VIADUCT PARK IN HONOR OF FORMER FREEHOLDER MAURICE
FITZGIBBONS**

WHEREAS, Maurice Fitzgibbons, a Hoboken native, dedicated over 20 years of his life to bettering Hudson County and the city of Hoboken through numerous respectable public office positions; and,

WHEREAS, Fitzgibbons devoted his time to Hoboken politics and supporting local businesses, recreation and the arts as well as finding funding for the Hoboken Museum, restoration of the YMCA and Boys and Girls Club, and improvements on local parks; and,

WHEREAS, He promoted culture and tradition within the community by heavily promoting the St. Ann's Italian festival through his public relations company at no cost; and,

WHEREAS, Fitzgibbons volunteered additional time to interact with citizens during events, such as the Sinatra Idol contest, where he served as a judge; and,

WHEREAS, He served as a voice to the people and had the community members interest at heart when pursuing his agenda; and,

WHEREAS, through his determination, leadership, generosity and whole heartedness, Fitzgibbons helped improve the city of Hoboken; and,

WHEREAS, the City Council wishes to honor the lasting legacy of this great leader, remember the ideals for which he fought and recommit ourselves to following in his footsteps and strive for a better community; and,

WHEREAS, as we observe the accomplishments and lasting legacy of Maurice Fitzgibbons, the City Council encourages naming a park in his honor.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Hoboken that it hereby urges the County of Hudson and the Hudson County Freeholders to name the 14th Street Viaduct Park in honor of former Freeholder Maurice Fitzgibbons.

Meeting date: April 6, 2016

Approved as to Content:

[Signature: Quentin Wiest]
Quentin Wiest
Business Administrator

Approved as to Form:

[Signature: Anita Proke]
Anita Proke Esq.
Corporation Counsel

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 06 2016**

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

[Signature: James J. Sarena]
CITY CLERK

Introduced by: *Doris J. Ramon*
Seconded by: *M. DeB*

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

RESOLUTION TO AUTHORIZE A CONTRACT FOR THE PROFESSIONAL SERVICES OF MASER CONSULTING AS PROFESSIONAL PLANNERS/ENGINEERS TO THE CITY OF HOBOKEN FOR THE SYNCHRO SOUTHWEST HOBOKEN STUDY TO COMMENCE APRIL 7, 2016 AND EXPIRE APRIL 6, 2017, WITH A NOT TO EXCEED AMOUNT OF \$33,700.00

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

WHEREAS, the City published RFP's for an annual pool of engineers in accordance with the Fair and Open Process which Maser Consulting responded to, and the City thereafter authorized Maser Consulting as a CY2016 City of Hoboken pool engineer by City Council resolution dated 1/20/16; and,

WHEREAS, the City now seeks to contract with Maser Consulting for planning and engineering consultation in an amount not to exceed \$33,700.00, for the SYNCHRO MODEL, SOUTHWEST, in accordance with their March 30, 2016 proposal; and,

WHEREAS, the firm of Maser Consulting is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$33,700.00 is available in the following appropriations: 6-31-55-702-002 in the CY2016 temporary appropriations; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed: *George DeStefano*
George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Maser Consulting for planning and engineering services be, and is hereby, awarded, in an amount not to exceed \$33,700.00, for the SYNCHRO MODEL, SOUTHWEST, in accordance with their March 30, 2016 proposal, for a one year term to commence April 7, 2016 and expire April 6, 2017; and

BE IT FURTHER RESOLVED, that the terms of the subsequent contract, this resolution, and Maser Consulting's March 30, 2016 proposal, the CY2016 RFP for Engineers, and Maser's response proposal to the City's CY2016 RFP for Engineers shall govern the contract, except that the "Business Terms" found on pages 8-10 of the March 30, 2016 are hereby rejected, and the business and administrative terms of the City's CY2016 RFP for Engineers shall govern the administrative terms and conditions of this contract; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

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

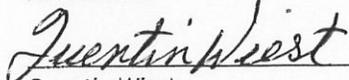
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

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

Meeting Date: April 6, 2016

APPROVED:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Aysia Pano, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/	/		
Tiffany Fisher		/		
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

**A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON:**

APR 06 2016


 CITY CLERK

April 5, 2016
03:15 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 04/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-31-55-702-002 702 Contracted Services	Encumbrance	CFO Cert for meeting 04/06/2016 Maser	33,700.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
PARKING UTILITY FUND	6-31	0.00	0.00	0.00	0.00	0.00	33,700.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	33,700.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	33,700.00
Total:	1	33,700.00

There are NO errors in this listing.

	Updated Entries	Updated Amount		
Reimbursements:	0	0.00		
Expenditures:	0	0.00		
Transfer In:	0	0.00		
Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	1	33,700.00		
Batch: GDS	Updated Entries:	1	Updated Amount:	33,700.00 Ref Num: 4063



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March 30, 2016

VIA E-MAIL & U.S. MAIL

bforbes@hobokennj.gov

Ms. Brandy Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Professional Traffic Services
Synchro Model, South West
City of Hoboken, Hudson County, New Jersey
MC Proposal No. 16000445P

Dear Ms. Forbes,

Maser Consulting P.A. is pleased to submit this proposal to provide professional traffic planning services for the development of a synchro model for the South West quadrant of the City of Hoboken, Hudson County, New Jersey

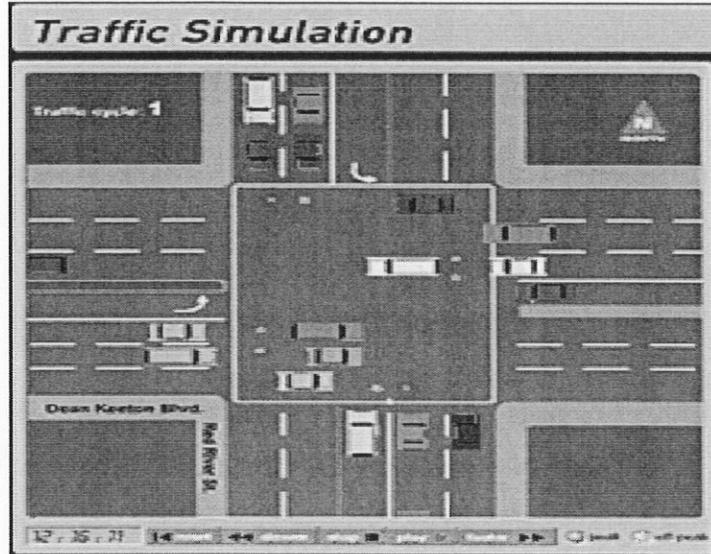
This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:



PHASE 1.0 EXISTING CONDITIONS ANALYSIS

To fully understand the current traffic issues occurring at the intersection of Newark Avenue with Jackson Avenue and the residual traffic delays at the surrounding intersections, an existing conditions analysis must be conducted to provide the baseline to measure all recommended mitigation against. The first step in preparing an existing conditions analysis is collecting traffic data throughout the entire study area. It is our experience that thorough data collection is the foundation for a successful project. Spending the time and effort upfront to ensure that the data being used as a basis for design is accurate is critical to safeguarding against wasted time and money later in the project. Minimizing data assumptions will provide a more accurate model of the scenarios to determine appropriate improvements. Through our numerous network corridor projects, we realize that accurate data is vital to determining the various peaking conditions in the network, calibrating and validating the analysis tools and developing solutions plans that will provide more efficient progression of traffic.

We have developed a data collection plan that maximizes the use of the available existing data while strategically filling in the missing pieces. This approach will provide the necessary data to develop a base model that will accurately represent existing conditions. We have estimated 10 intersections should be included within the study area. We are proposing to conduct manual turning movement counts during the weekday morning (7-9AM) and weekday evening (4-6PM) peak hour periods. These counts will be conducted for a period of 2 hours. The figure below illustrates the locations where we will be collecting traffic count data.



In addition to the manual turning movement counts, it is proposed to install two (2) automated traffic recorders (ATRs) to obtain hourly variations in weekday and weekend traffic flows. The ATRs will be installed for a period of seven (7) days at the following locations: Newark Avenue and Observer Highway. Once the traffic data has been collected and processed, the peak hour traffic volumes will be determined for the weekday morning and evening peak periods. These volumes will be utilized to prepare the existing conditions analysis.

Typically, when preparing an analysis, traffic software such as HCS or Synchro is utilized. Macroscopic software packages like Synchro produce good results for developing timing plans as long as roadway conditions are operating at “undersaturated” conditions. However, for sections of Hoboken, the conditions are frequently “oversaturated” during the critical peak periods. Typically, for these types of conditions, microscopic simulation (i.e. SimTraffic) is generally the tool of choice as it can better analyze the effects of spillback, platooning, signal coordination, turn lane spillback or blockage, and general vehicle interactions in congested conditions.

SimTraffic is the simulation component of SYNCHRO and is designed to model roadway networks including signalized and unsignalized intersections. As a network model, the operations of the roadway system can be analyzed as a whole to account for the interactions



between intersections in both existing and proposed conditions. That is, the effects of changes in one part of the network on other parts can be easily measured and observed (i.e., spillage between intersections and platooning affects). There are many measures of effectiveness provided by SimTraffic including average vehicle delay, system wide delay and travel time. Typically, the average of five separate one-hour simulations is used to account for the variability in traffic that occurs on a daily basis. The average delay per vehicle value reported by SimTraffic can be converted into a Level of Service (LOS), which is the typical measure based on the *Highway Capacity Manual* and industry standard.

Local knowledge can prove critical in establishing an existing conditions model that is calibrated to actual field conditions in regard to queuing, delays, and overall operations. Therefore, unless the base condition is properly calibrated and validated, future scenarios have little relevance. The Team will use the time-travel data so that the Synchro model for each peak period analysis is calibrated and validated to existing conditions using the simulation component SimTraffic.

Each peak period network will be run in SimTraffic for five separate one-hour simulations to account for the variability in traffic that occurs on a daily basis, and the network Methods of Effectiveness (MOE's) will be summarized. Initial model runs will summarize Travel Time and Delay, and intersection queuing to facilitate the calibration and validation process. The calibration process is iterative, and in an effort to develop validated networks, it is anticipated this step may be repeated up to three times as differences between field and model data are identified and resolved based on further investigation of the field data.

Once validated, the models will then be re-run to report MOE's which will include the following "before" operational conditions to provide a benchmark for future comparisons:

- Intersection delay (by approach)
- Queues
- Corridor travel times (by direction)
- Average Corridor Speeds (by direction)
- Percent Stops

At the conclusion of this task, a summary of the results for the existing conditions analysis will be provided to the City for their review.

Phase 1.0 Lump Sum Fee

\$15,000.00 (\$22,000.00 - \$7,000.00)

Please note that this study area overlaps the Redevelopment Plan for the South West Rehabilitation Area, therefore this fee shall be reduced by \$7,000.00 which is covered in the scope of that project.



PHASE 1.1 LIGHT RAIL CROSSING ANALYSIS

Due to concerns about the operation of the signal at the light Rail Crossing on Paterson Plank Road near 1st Street. We will contact NJT and Hudson County to obtain the plans and timings for this traffic signal. We shall install a traffic video camera to observe and count this location, for 24 continuous hours. We will review the video data to determine if the signal is operating as designed. We will prepare a report of the operation of this location and summary of its functionality. If it is determined that signal is not functioning correctly and not properly coordinating with the rail traffic. We shall contact NJT and share our data and analysis to request the necessary modifications or repairs be made to assure safe and efficient operation of this location.

Phase 1.1 Lump Sum Fee

\$5,200.00

PHASE 2.0 ALTERNATIVES ANALYSIS

Once the base model is complete, it will be used to develop alternative improvement scenarios. This involves creating new working models that represent each condition to be studied. These adjustments to the models will reflect the decisions made during discussions with the City. Initially, we choose the one critical peak hour to study for each alternative. Once an alternative appears feasible, we will advance it to both AM and PM peak hours. This will minimize the time and effort to obtain a desirable solution.

Each alternative will have various changes which could include but not limited to the addition of traffic signals, removal of traffic signals, one way street modifications, two way street modifications lane assignment changes and so on. We anticipate two alternatives; Alternative 1 shall change one way flow and turning movements at various location along both Newark Street and Observer Highway, Alternative 2 shall endeavor to keep the current one way assignments and only modify turning movements, turning prohibitions, additional signalization and signal modifications.



The primary goal of this project is to determine a solution to the operational difficulties on Jackson Avenue. Since these alternatives will be developed during the course of the project, we do not know the total number at this time. For the purposes of this proposal, we are providing a fee per alternative. At this time, our fee includes two (2) alternatives. Each additional alternative will be \$5,000 each.

Phase 2.0 Lump Sum Fee (2 Alternatives) \$ 10,000.00

PHASE 3.0 ADDITIONAL FEES (IF REQUIRED)

We have provided the study area of analysis for the southwest quadrant of the City that we feel provides you with the most effective model to evaluate recent and future changes to this area. This is our recommendation for the minimum area to look at the specific issues at Jackson Avenue and the nearby neighborhood, but feel that in the future, the model would need to be expanded. It is critical to have a model that is large enough to be able to quantify the impacts from any alternatives proposed, as traffic may be rerouted several blocks from the original area.

It should be noted that, in an effort to keep the cost down, the model we are proposing does not include the full southwest quadrant, which would be needed to analyze any impacts for the Post Office project, Sinatra Drive and any improvements proposed to the Hoboken Rail Station or Ferry Terminal. This would require adding 20 intersections to the model.

If you would like to expand the model beyond what we are including in this proposal, each additional intersection added would be approximately \$2000 per location (\$1250 for data collection and \$750 for coding). Cost savings will be realized if a block of 10 or more intersections are added at the same time, or if intersections are added at the time of the development of the base model included in this scope of service.

Phase 3.0 Fee As Specified

PHASE 4.0 MEETINGS/HEARINGS/ADDITIONAL SERVICES

Meetings requested by you will be billed at our standard rates as outlined in our Business Terms and Conditions. Attendance at Planning/Zoning Board meetings and other public meetings where expert testimony is required will be billed separately at the rate specified below per meeting, per professional. Attendance at agency and project coordination meetings will be billed in accordance with the Schedule of Hourly Rates in effect at the time the meetings are held. Renderings, exhibits, and meeting preparation time will be billed on an hourly basis.

For this project we are anticipating up to 1 community/public meetings and 2 project team meetings,

Phase 4.0 Fee As Specified / Hourly Est. \$3,500.00



SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0	EXISTING CONDITIONS ANALYSIS	(\$22,000.00-\$7,000.00)	\$15,000.00
PHASE 1.1	LIGHT RAIL CROSSING ANALYSIS (optional)		\$5,200.00
PHASE 2.0	ALTERNATIVES ANALYSIS		\$10,000.00
PHASE 3.0	ADDITIONAL FEES (IF REQUIRED)		AS SPECIFIED
PHASE 4.0	MEETINGS/HEARINGS/ADDITIONAL SERVICES		
	- Planning/Zoning Board Meetings		SPECIFIED FEE
	\$850.00/meeting/Principal or Department Manager		
	\$750.00/meeting/each other Professional		
	- Agency/Coordination Meetings		HOURLY
	- Exhibits/Renderings/Meeting Preparation		HOURLY
		Phase 4.0 Fee As Specified / Hourly Est.	\$ 3,500.00
		ESTIMATED PROJECT COST	\$28,500.00
		ESTIMATED PROJECT COST (with Light Rail)	\$33,700.00

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting’s Business Terms and Conditions contained in Section II of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION III – 2016 RATE SCHEDULE

**CITY OF HOBOKEN, HUDSON COUNTY, NJ
 RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2016**

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

Engineering Services

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

Other Technical Services

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Technical Director	160.00
Project Manager	155.00
Senior Project Specialist	150.00
Senior Technical Professional	145.00
Project Specialist	140.00
Senior Technical Specialist	135.00
Technical Professional	130.00
Senior Specialist	125.00
Technical Specialist	115.00
Specialist	105.00
Senior Data Technician	95.00
Senior Technical Assistant	85.00
Technical Assistant	75.00
Data Technician	65.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man	170.00
Expert	225.00
Sr. LSRP	210.00
LSRP	180.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 20%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	3.50/Each
Computer Mylars / Color Plots	45.00/Each
Photo Copies	0.10/Each
Color Photo Copies	1.50/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%

* Mileage reimbursement subject to change based upon IRS standard mileage rate



Ms. Brandy Forbes, AICP, PP
MC Proposal No. 16000445P
March 30, 2016
Page 12 of 12

SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office.** Invoices are due within 30 days. This proposal is valid until April 18, 2016

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'John J. Jahr', written over a horizontal line.

John J. Jahr, PTP, TSOS
Sr. Associate

JJJ/LL/meb

cc: Stephen D. Marks, Assistant Business Administrator (via email smarks@hobokennj.org)
Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

\\HQFAS1\General\Proposals\2016\16000445P\160224_jjj_Forbes.docx

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

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE
CITY OF HOBOKEN AND 1420 WILLOW HOBOKEN, LLC, OWNER OF
BLOCK 123 LOTS 7-12 AND 14 (a/k/a 1420 Willow Avenue and 1427 Clinton Street),
FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY
ADJACENT TO SAID PROPERTY

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

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

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

WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to 1420 Willow Hoboken, LLC, owner of Block 123 Lots 7-12 and 14, more commonly known as 1420 Willow Avenue and 1427 Clinton Street, Hoboken, represented by Lawrence Bijou, such a license.

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

- 1) Approval of the attached License Agreement between the City of Hoboken and 1420 Willow Hoboken, LLC, owner of Block 123 Lots 7-12 and 14, more commonly known as 1420 Willow Avenue and 1427 Clinton Street, shall be subject and limited to the details and specifications included in the attached Application, Dresdner Robin survey, Dresdner Robin metes and bounds details (5 pages), Marchetto Higgins Steive Architecture site plan drawings (C1, D1, A1-A7) and color renderings of the proposed building (4 pages);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Meeting Date: April 6, 2016

Approved:

[Signature: Quentin Wiest]
Quentin Wiest
Business Administrator

Approved as to Form:

[Signature: Alysia Proko]
Alysia Proko
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

APR 06 2016

[Signature: James J. Sorenia]
CITY CLERK

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this 6th day of April, 2016, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSOR**") and **1420 WILLOW HOBOKEN, LLC**, owner of Block 123 Lots 7-12 and 14, more commonly known as 1420 Willow Avenue and 127 Clinton Street, Hoboken, NJ 07030, represented by Lawrence Bijou (hereinafter referred to as the "**LICENSEE**").

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Willow Avenue, 15th Street and Clinton Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of constructing an architectural canopy affixed to the 15th Street and Clinton Street façades of the building and extending 48 inches into the 15th Street and Clinton Street right of way, constructing an architectural canopy affixed to the Willow Avenue façade of the building and extending 60 inches into the Willow Avenue right of way, and installing two (2) bicycle racks on the sidewalk fronting on 15th Street and two (2) bicycle racks on the sidewalk fronting on Clinton Street; and

WHEREAS, the architectural canopies shall be affixed to the façade of the building 16 feet above sidewalk grade and shall not obstruct or otherwise impact pedestrian egress along the block frontage; and

WHEREAS, the sidewalk along the 15th Street frontage is approximately 12 feet wide and the sidewalk along the Clinton Street frontage is approximately 15 feet wide allowing adequate space for bicycle parking without negatively impacting pedestrian egress along the block frontage; and.

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

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

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

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 123 Lots 7-12 and 14, to construct an architectural canopy affixed to the 15th Street and Clinton Street façades of the building and extending 48 inches into the 15th Street and Clinton Street right of way, construct an architectural canopy affixed to the Willow Avenue façade of the building and extending 60 inches into the Willow Avenue right of way, and install two (2) bicycle racks on the sidewalk fronting on 15th Street and two (2) bicycle racks on the sidewalk fronting on Clinton Street adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

- 3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.
- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____,
2016.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: 1420 Willow Hoboken, LLC, owner in fee of Block 123 Lots 7-12 and 14, more commonly known as 1420 Willow Avenue and 1427 Clinton Street, Hoboken, NJ, represented by Lawrence Bijou.

Signed: _____

Printed: _____,
Lawrence Bijou representing 1420 Willow Hoboken, LLC
Owner of 1420 Willow Avenue and 1427 Clinton Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____,
2016.

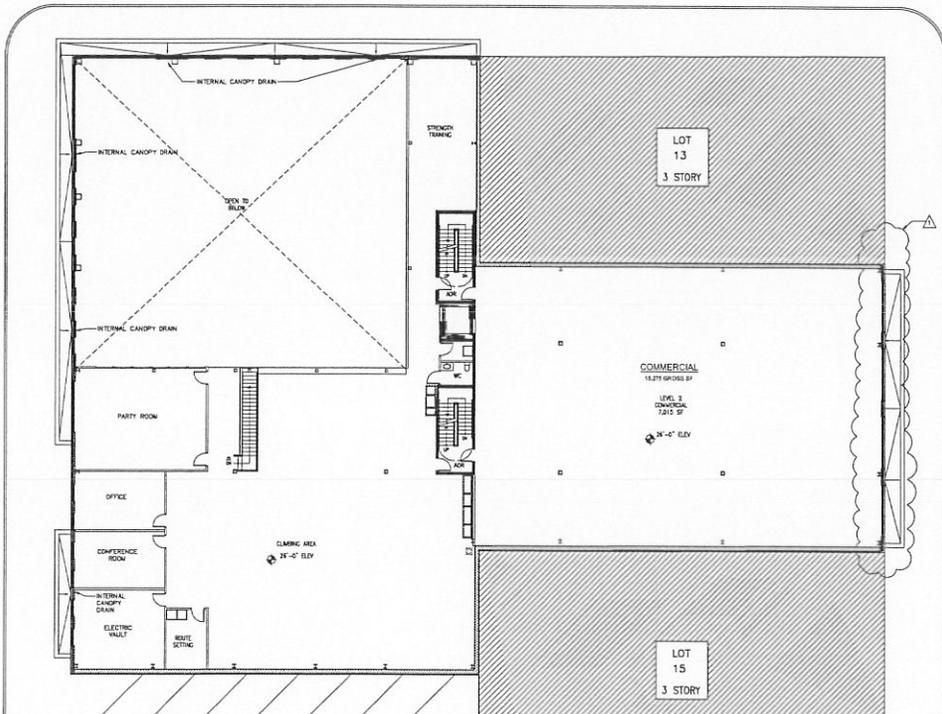
Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS

FIFTEENTH STREET
(75 FT R.O.W)

CLINTON STREET
(65 FT R.O.W)

DISTRICT BOUNDARY
WILLOW AVENUE
(VARIABLE WIDTH)



RECYCLING CALCULATIONS

RESIDENTIAL OCCUPANCY	= 80 PERSONS
GROUND FLOOR RETAIL OCCUPANCY	= 224 PERSONS
BASE OF WARE OCCUPANCY	= 13 PERSONS
COMMERCIAL OCCUPANCY	= 142 PERSONS
TOTAL OCCUPANCY	= 661 PERSONS

WEEKLY WASTE GENERATION

1.3 LBS x 635 PERSONS	= 1,233 LBS
(APPROX. 2.1 CU YD)	

ALUMINUM

6.1 LBS x 635 PERSONS	= 813 LBS
(APPROX. 3.8 LB. PLASTIC CRUC. BAG)	

TN CANS

1.3 LBS x 635 PERSONS	= 1,233 LBS
(APPROX. 6.3 CRUC. BAGS)	

COMPOSTABLES

2.3 LBS x 635 PERSONS	= 2,885 LBS
(APPROX. 4.16 CRUC. BAGS)	

OFFICE WASTE/RECYCLABLES

12 LBS x 635 PERSONS	= 10,855 LBS
(APPROX. 16.5 CRUC. BAGS)	

Markham Hoboken

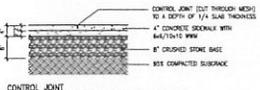
1325 Willow Avenue
Hoboken, NJ 07030
201-796-1800 P
201-796-0111 F
M4@markham.com

Prepared For:
1420 Willow Hoboken LLC
1422 Grand Street
Hoboken, NJ 07030

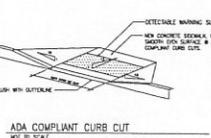
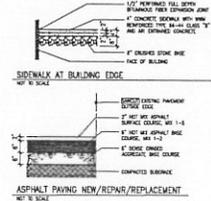
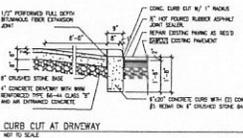
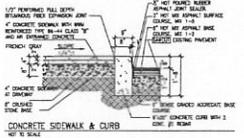
Project Name:
Rehabilitation of Existing
Warehouse to Retail,
Commercial, and Commercial
Recreation
1420 Willow Avenue
Hoboken, NJ 07030

Date:	02/14/18
Scale:	AS NOTED
Drawn By:	05/78

1 Second Floor Plan



2 Site and Paving Details





APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN

Dawn Zimmer, Mayor

94 Washington Street
Hoboken, NJ 07030

Work Site Address:

1420 Willow Avenue
1427 Clinton Street

Block: 123

Lot(s): 7,8,9,10,11,12 & 14

Applicant:

1420 Willow Hoboken, LLC

Address:

c/o Bijou Properties
1422 Grand Street, 5th Floor, Hoboken, NJ 07030

Owner (if other than Applicant):

Address:

Date Received:

Phone: 201-222-2580

Phone:

e-mail: dgaber@bijouproperties.com

e-mail:

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

Applicant is proposing a canopy to be mounted at 16'-0" along the Fifteenth Street (100 ft.) and Clinton Street (100 ft.) frontages of building face which canopy will extend 48" into the City right of way.

Applicant is also proposing bicycle racks along Fifteenth Street (12 bike spots) and Clinton Street (12 bike spots).

Applicant is proposing a canopy to be mounted at 16'-0" along Clinton Street (31'-3") frontages of building face which canopy will extend 48" into the City right of way.

Applicant is proposing a steel channel canopy to be mounted at 10'-0" along Willow Avenue (67'-4") frontages of building face which canopy will extend 60" into the City right of way

What is the reason(s) for the proposed alteration?

Convert existing vacant industrial building to retail, office/commercial and commercial recreational uses.

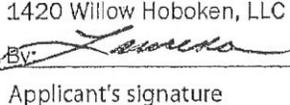
Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

Preliminary and final site plan approval, use and bulk variances granted by Hoboken Zoning Board on 11/20/15, memorialized by Resolution adopted 12/22/15.

Documents provided with application; check all that apply:

- Survey
- Architectural drawings
- Metes and bounds detail for the area of encroachment
- Prior approvals
- Other: Site plan drawings

1420 Willow Hoboken, LLC

By: 
Applicant's signature

Date: 2/24/16

February 19, 2016

Job No. 00893-33

DEED DESCRIPTION

Proposed Willow Avenue Canopy Franchise Agreement
Adjacent to Block 123, Lot 14
City of Hoboken
Hudson County, New Jersey



Jersey City

Corporate Office

One Evertrust Plaza
Suite 901
Jersey City, NJ 07302-3085
PHONE: 201-217-9200
FAX: 201-217-9607

Asbury Park Office

603 Mattison Avenue
Asbury Park, NJ 07712
PHONE: 732-988-7020
FAX: 732-988-7032

Pennsauken Office

Perks Ruetter Division

Fairway Corporate Center
4300 Haddonfield Road, Suite 115
Pennsauken, NJ 08109
PHONE: 856-488-6200
FAX: 856-488-4302

Fairfield Office

Hanson Engineering Division

55 Lane Road, Suite 220
Fairfield, NJ 07004
PHONE: 973-696-2600
FAX: 973-696-1362

www.dresdnerrobin.com

BEGINNING at a point on the westerly side of Willow Avenue (width varies), said point being distant South 13 degrees 04 minutes 00 seconds West, 50.53 feet along said westerly side of Willow Avenue from its intersection with the southerly side of Fifteenth Street (75 feet wide) and running; thence into and through the Willow Avenue Right of Way the following three (3) courses:

1. South 76 degrees 56 minutes 00 seconds East, 6.00 feet to a point; thence
2. South 13 degrees 04 minutes 00 seconds West, 69.26 feet to a point; thence
3. North 76 degrees 56 minutes 00 seconds West, 6.00 feet to a point in the westerly side of Willow Avenue; thence
4. North 13 degrees 04 minutes 00 seconds East, 69.26 feet along the westerly side of Willow Avenue to the point or place of BEGINNING.

Containing 415.56 square feet

This description was prepared in accordance with a map entitled "Franchise Agreement Plan, 1420-1431 Willow Avenue, Block 123, Lots 7, 8, 9, 10, 11, 12 & 14, City of Hoboken, Hudson County, New Jersey" prepared by Dresdner Robin, dated February 19, 2016, Job No. 00893-33.

Greg S. Gloor
Professional Land Surveyor
New Jersey License No. 37189

February 19, 2016

Job No. 00893-33

DEED DESCRIPTION

Proposed Clinton Street and Fifteenth Street
Canopy and Building Cornice Franchise Agreement
Adjacent to Block 123, Lots 9, 10, 11 & 12
City of Hoboken
Hudson County, New Jersey



Jersey City

Corporate Office

One Evertrust Plaza
Suite 901
Jersey City, NJ 07302-3085
PHONE: 201-217-9200
FAX: 201-217-9607

Asbury Park Office

603 Mattison Avenue
Asbury Park, NJ 07712
PHONE: 732-988-7020
FAX: 732-988-7032

Pennsauken Office

Perks Ruetter Division

Fairway Corporate Center
4300 Haddonfield Road, Suite 115
Pennsauken, NJ 08109
PHONE: 856-488-6200
FAX: 856-488-4302

Fairfield Office

Hanson Engineering Division

55 Lane Road, Suite 220
Fairfield, NJ 07004
PHONE: 973-696-2600
FAX: 973-696-1362

www.dresdnerrobin.com

BEGINNING at the point of intersection of the easterly side of Clinton Street (65 feet wide) and the southerly side of Fifteenth Street (75 feet wide) and running; thence

1. South 13 degrees 04 minutes 00 seconds West, 97.53 feet along the easterly side of Clinton Street to a point; thence into and through the Clinton Street Right of Way the following two (2) courses;
2. North 76 degrees 56 minutes 00 seconds West, 5.00 feet to a point; thence
3. North 13 degrees 04 minutes 00 seconds East, 102.53 feet to a point; thence through the Fifteenth Street Right of Way the following two (2) courses;
4. South 76 degrees 56 minutes 00 seconds East, 105.00 feet to a point; thence
5. South 13 degrees 04 minutes 00 seconds West, 5.00 feet to a point in the southerly side of Fifteenth Street; thence
6. North 76 degrees 56 minutes 00 seconds West, 100.00 feet along the southerly side of Fifteenth Street to the point or place of BEGINNING.

Containing 1012.65 square feet

This description was prepared in accordance with a map entitled "Franchise Agreement Plan, 1420-1431 Willow Avenue, Block 123, Lots 7, 8, 9, 10, 11, 12 & 14, City of Hoboken, Hudson County, New Jersey" prepared by Dresdner Robin, dated February 19, 2016, Job No. 00893-33.

Greg S. Gloor
Professional Land Surveyor
New Jersey License No. 37189

February 19, 2016

Job No. 00893-33

DEED DESCRIPTION

Proposed Clinton Street Canopy Franchise Agreement
Adjacent to Block 123, Lots 7 & 8
City of Hoboken
Hudson County, New Jersey



BEGINNING at a point on the easterly side of Clinton Street (65 feet wide), said point being distant South 13 degrees 04 minutes 00 seconds West, 113.88 feet along said easterly side of Clinton Street from its intersection with the southerly side of Fifteenth Street (75 feet wide) and running; thence

1. South 13 degrees 04 minutes 00 seconds West, 33.25 feet to a point; thence into and through the Clinton Street Right of Way the following three (3) courses:
2. North 76 degrees 56 minutes 00 seconds West, 5.00 feet to a point; thence
3. North 13 degrees 04 minutes 00 seconds East, 33.25 feet to a point; thence
4. South 76 degrees 56 minutes 00 seconds East, 5.00 feet to a point in the easterly side of Clinton Street and the point or place of BEGINNING.

Containing 166.25 square feet

This description was prepared in accordance with a map entitled "Franchise Agreement Plan, 1420-1431 Willow Avenue, Block 123, Lots 7, 8, 9, 10, 11, 12 & 14, City of Hoboken, Hudson County, New Jersey" prepared by Dresdner Robin, dated February 19, 2016, Job No. 00893-33.

Greg S. Gloor
Professional Land Surveyor
New Jersey License No. 37189

Jersey City

Corporate Office

One Evertrust Plaza
Suite 901
Jersey City, NJ 07302-3085
PHONE: 201-217-9200
FAX: 201-217-9607

Asbury Park Office

603 Mattison Avenue
Asbury Park, NJ 07712
PHONE: 732-988-7020
FAX: 732-988-7032

Pennsauken Office

Perks Ruetter Division

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4300 Haddonfield Road, Suite 115
Pennsauken, NJ 08109
PHONE: 856-488-6200
FAX: 856-488-4302

Fairfield Office

Hanson Engineering Division

55 Lane Road, Suite 220
Fairfield, NJ 07004
PHONE: 973-696-2600
FAX: 973-696-1362

www.dresdnerrobin.com

February 19, 2016

Job No. 00893-33

DEED DESCRIPTION

Proposed Clinton Street Bike Rack "A" Franchise Agreement
Adjacent to Block 123, Lot 10
City of Hoboken
Hudson County, New Jersey



BEGINNING at a point within the Clinton Street Right of Way (65 feet wide), said point being distant the following two (2) courses from the intersection of the easterly side of Clinton Street and the southerly side of Fifteenth Street (75 feet wide);

- a. South 13 degrees 04 minutes 00 seconds West, 61.32 feet to a point; thence into and through the Clinton Street Right of Way the following course:
- b. North 76 degrees 56 minutes 00 seconds West, 12.54 feet to the point of beginning and running; thence the following four courses through the Clinton Street Right of Way:
 1. South 13 degrees 04 minutes 00 seconds West, 5.00 feet to a point; thence
 2. North 76 degrees 56 minutes 00 seconds West, 4.12 feet to a point; thence
 3. North 13 degrees 04 minutes 00 seconds East, 5.00 feet to a point; thence
 4. South 76 degrees 56 minutes 00 seconds East, 4.12 feet to the point or place of BEGINNING.

Containing 20.6 square feet

This description was prepared in accordance with a map entitled "Franchise Agreement Plan, 1420-1431 Willow Avenue, Block 123, Lots 7, 8, 9, 10, 11, 12 & 14, City of Hoboken, Hudson County, New Jersey" prepared by Dresdner Robin, dated February 19, 2016, Job No. 00893-33.

Greg S. Gloor
Professional Land Surveyor
New Jersey License No. 37189

Jersey City

Corporate Office

One Evertrust Plaza
Suite 901
Jersey City, NJ 07302-3085
PHONE: 201-217-9200
FAX: 201-217-9607

Asbury Park Office

603 Mattison Avenue
Asbury Park, NJ 07712
PHONE: 732-988-7020
FAX: 732-988-7032

Pennsauken Office

Perks Ruetter Division

Fairway Corporate Center
4300 Haddonfield Road, Suite 115
Pennsauken, NJ 08109
PHONE: 856-488-6200
FAX: 856-488-4302

Fairfield Office

Hanson Engineering Division

55 Lane Road, Suite 220
Fairfield, NJ 07004
PHONE: 973-696-2600
FAX: 973-696-1362

www.dresdnerrobin.com

February 19, 2016

Job No. 00893-33

DEED DESCRIPTION

Proposed Clinton Street Bike Rack "B" Franchise Agreement
Adjacent to Block 123, Lot 10
City of Hoboken
Hudson County, New Jersey



Jersey City

Corporate Office

One Evertrust Plaza
Suite 901
Jersey City, NJ 07302-3085
PHONE: 201-217-9200
FAX: 201-217-9607

Asbury Park Office

603 Mattison Avenue
Asbury Park, NJ 07712
PHONE: 732-988-7020
FAX: 732-988-7032

Pennsauken Office

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BEGINNING at a point within the Clinton Street Right of Way (65 feet wide), said point being distant the following two (2) courses from the intersection of the easterly side of Clinton Street and the southerly side of Fifteenth Street (75 feet wide);

- a. South 13 degrees 04 minutes 00 seconds West, 70.50 feet to a point; thence into and through the Clinton Street Right of Way the following course:
- b. North 76 degrees 56 minutes 00 seconds West, 12.54 feet to the point of beginning and running; thence the following four courses through the Clinton Street Right of Way:
 1. South 13 degrees 04 minutes 00 seconds West, 5.00 feet to a point; thence
 2. North 76 degrees 56 minutes 00 seconds West, 4.12 feet to a point; thence
 3. North 13 degrees 04 minutes 00 seconds East, 5.00 feet to a point; thence
 4. South 76 degrees 56 minutes 00 seconds East, 4.12 feet to the point or place of BEGINNING.

Containing 20.6 square feet

This description was prepared in accordance with a map entitled "Franchise Agreement Plan, 1420-1431 Willow Avenue, Block 123, Lots 7, 8, 9, 10, 11, 12 & 14, City of Hoboken, Hudson County, New Jersey" prepared by Dresdner Robin, dated February 19, 2016, Job No. 00893-33.

Greg S. Gloor
Professional Land Surveyor
New Jersey License No. 37189



Corner of 15th Street & Clinton Street



View of subject building (in grey) looking south on Willow Avenue and east along 15th Street



View of Willow Avenue frontage



Willow Avenue facade

RESOLUTION OF APPROVAL

1420 WILLOW HOBOKEN, LLC

IN THE MATTER OF : ZONING BOARD OF ADJUSTMENT
1420 WILLOW HOBOKEN, : CITY OF HOBOKEN
LLC : BLOCK 123, LOTS 7-12 AND 14
: 1420 WILLOW AVENUE AND
: 1427 CLINTON STREET

WHEREAS, 1420 Willow Hoboken, LLC has requested a Preliminary and Final Site Plan approval pursuant to N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D 55D-50 along with variances pursuant to N.J.S.A. 40:55D-70 (d)(1) and (c)(2) for improvements to the property with a part one-story and part two-story warehouse building with ancillary office space on the second floor, renovations on the ground floor space for retail use along Willow Avenue and commercial recreation along Clinton and Fifteenth Street and for the expansion of the upper level for commercial recreation use on the Clinton Street side and commercial uses on Willow Avenue. The roof over the Clinton Street side of the building will be covered with a green roof on the property located at Block 123, Lots 7-12 and 14 on the tax map of the City of Hoboken, being commonly known as 1420 Willow Avenue and 1427 Clinton Street, Hoboken, New Jersey and said premises being in the I-1 Zone; and

WHEREAS, the Board held a public hearing on said application on August 18, 2015, October 27, 2015, and November 30, 2015; and

WHEREAS, the applicant has provided adequate notice of the application and the hearing in accordance with N.J.S.A. 40:55D-12; and

WHEREAS, the applicant was represented by Counsel, Meryl A. Gonchar, Esquire; and

WHEREAS, the Board has heard the testimony and evidence presented by the applicant, and has received comments from the public.

NOW, THEREFORE BE IT RESOLVED, that the Board of Adjustment of the City of Hoboken, County of Hudson and State of New Jersey, made the following findings of facts:

Meeting of August 18, 2015:

1. The Board found the application complete.

2. According to the application, in addition to Preliminary and Final Site Plan Approve, the applicant is seeking the following variances:
 - A. A use variance to permit the proposed retail use(s) as neither retail nor commercial recreation is permitted in the Zone.
 - B. For front yard setback of 0 feet, whereas 10 feet is required.
 - C. For a side yard setback of 0 feet, whereas 10 feet is required.
 - D. For a rear yard setback of 0 feet, whereas 20 feet is required.
 - E. For 0 parking spaces, whereas 79 parking spaces are required.
 - F. For a loading space with dimensions of 21.41 x 11.66 x 16 feet, whereas 40x12x14 feet are required.

Pre-Existing Conditions:

- G. For pre-existing lot width of 150 feet along Clinton Street and 69.75 feet along Willow Avenue, where minimum lot width of 200 feet is required.
 - H. For pre-existing 100% lot coverage for an existing building, whereas 65% lot coverage for a principal building and 10% lot coverage for an accessory building for a total of 75% is permitted.
 - I. For pre-existing zero feet front and side yard setback, whereas 10 feet front and side yard setbacks are required.
 - J. For pre-existing zero rear yard setback, whereas 20 feet rear yard setback is required.
3. Based upon the comments of applicant's Attorney, Meryl A. Gonchar, Esquire, the Board heard the following:

- A. The applicant's property is located in the I-1 Industrial Zone, and retail, commercial, or commercial recreation uses are not permitted.
 - B. The existing building consists of 27,357 square feet, and the applicant's proposal expands the building to 45,000 square feet, of which 16,000 will be used for a rock climbing gym.
 - C. The existing site is at 100% lot coverage, where 75% is permitted, and which will not be changed by this proposal.
 - D. The applicant is seeking a variance related to the setback due to the size of the loading area.
 - E. The applicant is not proposing to provide parking, and is thus seeking a parking variance.
4. Based upon the sworn and qualified testimony of the applicant's Developer, Lawrence Bijou, the Board made the following finding of fact:
- A. The current site is an old warehouse, and is one story in height, covering 20,000 square feet.
 - B. The applicant's proposal will create 3 stories.
 - C. There is ample parking around the site.
 - D. The applicant is proposing to build a rock climbing gym in the space, along with a retail use and a commercial use in the upper floors.
 - E. The applicant will be redesigning the façade along Willow Street.
5. Based upon the sworn and qualified testimony of the applicant's Developer, Matthew Testa, the Board made the following finding of fact:
- A. The applicant's proposal is meant to add an athletic and retail use to the neighborhood, which is experiencing a rebirth.

- B. The current site will adhere to the four principles of sustainable sites.
6. Based upon the sworn and qualified testimony of the applicant's , Dean Marchetto, the Board made the following finding of fact:
- A. The applicant's proposal includes a green roof.
 - B. The top two stories will have commercial and office uses.
 - C. The façade will be done with a metal skin and contemporary windows, and the West Elm façade will have detailing around the corner with rust colored cork that echoes the current aesthetics of other West Elm buildings.
 - D. The applicant is proposing a green wall that goes around the Willow Street façade.
 - E. The applicant will retain the existing floor slab and several walls, but will demolish most of the interior walls.
 - F. The applicant will retain the loading dock and install a smaller one near the mechanical room, meant for delivery by van.
 - G. The applicant's proposal includes a proshop for the rock climbing gym and locker rooms for users.
 - H. The entrance to the offices will be on 15th Street, and will also include a commercial lobby.
 - I. The mechanical room will be repurposed as a bike storage room.
 - J. The applicant will install a bicycle rack on Clinton Street by the entrance to the gym.
 - K. The second and third floors will not completely cover the building, but will leave a gap for the rock climbing wall.

- L. The building's height will be 47 feet and 8 inches to the roof along Willow Street. The average height of the proposal along Clinton Street is 45 feet.
 - M. The applicant will install both a roof deck and a green roof, so that the roof can be used for exercise.
 - N. The roof deck is intended as a recreational space.
 - O. The applicant says that the proposal can accommodate green screens around the bulkheads.
 - P. The applicant has no plans for rooftop lighting, and has screened the rooftop air conditioning units.
7. Based upon the sworn and qualified testimony of Lucas Kovalcik, the owner of The Gravity Vault, the Board made the following finding of fact:
- A. Lucas Kovalcik is the owner of The Gravity Vault, the company that will install the rock climbing.
 - B. The applicant is anticipating that clients will come from Hoboken and New York to use the rock climbing wall.
 - C. The applicant anticipates hiring two to three full time employees and ten to fifteen part time employees.
 - D. The applicant will not be preparing food on site.
 - E. The applicant anticipates a moderate amount of bike traffic, along with pedestrian traffic and customers using public transportation to get to the site.
 - F. The facility could accommodate up to 150 people engaged in climbing and bouldering.
 - G. The applicant's proposal includes a small general gymnasium in the rock climbing facility.
 - H. There are no plans to offer a towel service at this time.
 - I. The minimum duration of the lease between The Gravity Vault and the applicant is expected to be 10 years.

J. The witness states that a lack of access to the roof deck would not deter his overall plans.

8. The applicant agreed to add additional bike racks.
9. The applicant agreed to have all deliveries dropped on Clinton Street as opposed to Willow Street.
10. Leah Healey of 806 Park asked if the applicant had included the square footage of the roof deck in the overall square footage of the proposal, and also asked about the roof deck's purpose and character in relation to the rest of Hoboken. The Applicant did not include the square footage of the roof deck in the overall square footage, and the applicant also replied that the roof deck is to be used as a relaxing spot for the building's tenants. Furthermore, Ms. Healey also inquired about the number of bike racks, interstitial floors, and the lease between the rock climbing gym and the applicant. The applicant replied that they are open to adding additional bike racks, and also explained that should the rock climbing gym decide to leave the area, that interstitial floors can be added in the space where the gym used to be. And finally, the applicant explained that there was a lease between the gym and the applicant.
11. Ned Delaney, of 1426 Willow Avenue, asked if the applicant intended to provide other fitness classes. The applicant explained that the other space in the proposal was meant to house fitness/yoga classes, or other artistic endeavors such as art studios.
12. Matthew Melachrinou, of 938 Willow, asked if the applicant had any desire to work with the Stevens Institute. The applicant intends to work with Stevens as The Gravity Vault works with multiple other universities in different locations.
13. This matter was carried to October 27, 2015.

Meeting of October 27, 2015:

12. Based upon the sworn and qualified testimony of the applicant's Architect, Bruce Stieve, AIA, the Board made the following finding of fact:
- A. The applicant has secured a tenant for the Willow Avenue frontage.
 - B. Based on a meeting with the Flood Plain Administrator, the Applicant proposes to dry flood proof the retail portion of the building, and wet flood proof the gym area. The applicant has submitted these plans to the Flood Plain Administrator for comments and review.
 - C. The applicant's prospective tenant, West Elm, is a furniture retailer, and the applicant has revised the façade design to reflect changes made to advertise the tenant. These changes include a simplified entry canopy, a simplified material pallet, a window style change, and the incorporation of signage into the front of the building.
 - D. The façade material will be a flat metal panel, and the entry canopy will be constructed of steel, steel sections, C sections bolted together, and then cantilevered with tiebacks to the building.
 - E. The building's height is 40 feet, and the building is eight feet above grade, making it around 48 feet above grade. This is carried on all sides of the building.
 - F. The applicant has added two additional bike racks for a total capacity of 12 bikes on 15th Street, along with two bike racks on Clinton Street for another 12 bikes.
 - G. The applicant has also adjusted the entry to the commercial space and reduced the size of the mechanical space, allowing for 18 hanging bicycle storage racks.
 - H. The applicant will use tinted glass on the corner window to avoid light spillage.
 - I. The applicant will also direct tenants to use indirect lighting so that nothing will shine from the interior spaces.

- J. The applicant intends that the roof deck be used as a collaborative space, available for all of the building's tenants.
 - K. The applicant feels that the roof deck is an attractive feature that will also act as a perk for any prospective tenant.
 - L. The flood plan includes a concrete wall around the retail components with flood gates on the exterior that lead up to the elevation. The applicant has installed the components in this pattern in order to make maximum use of the existing architecture.
 - M. The upper roof deck will have perimeter lighting, and will not allow smoking.
 - N. The applicant is removing some columns on the existing structure and reinforcing other existing columns.
 - O. The applicant will be reusing the foundation, perimeter, party walls, floor slabs, and side walls from the original structure.
 - P. The applicant will be removing the existing internal walls, which is a change from the July 2015 plan.
 - Q. 50% of the roof will be a green roof, while the other remaining percentage will be used for egress, utilities, and the deck.
14. Based upon the sworn and qualified testimony of the applicant's Professional Engineer, Grant B. Lewis, P.E., the Board made the following finding of fact:
- A. The applicant will be using many of the existing utilities that go in and service the office building and warehouse.
 - B. The applicant will be reusing the existing electric connection on Clinton.

- C. The applicant will reuse the two-inch gas service, but will convert the four-inch water service for the building use.
 - D. The applicant's proposed drainage system meets the requirements for two-year events and far exceeds the requirement for larger storm events.
 - E. The applicant's water and sewer requirements are minimal, requiring 4,500 gallons per day for sewer and 5,600 gallons per day for water, which does not require DEP approval.
 - F. The applicant will modify the plan to show the spot grades.
 - G. The green roof will also serve as a detention system.
15. Based upon the sworn and qualified testimony of the applicant's traffic architect, Gary Dean, the Board made the following finding of fact:
- A. There is no current parking on site.
 - B. The applicant feels that most of the traffic generated by this proposal will be temporary (in that people will come and go to drop off users, without parking).
 - C. Traffic is anticipated to come primarily from pedestrians and local residents.
 - D. Traffic impact is to be confined to on-street parking or parking within adjacent garages.
 - E. The applicant has identified upwards of 11,000 parking spaces in various locations close to the proposed site.
 - F. The applicant intends to install bike racks on site.
16. Based upon the sworn and qualified testimony of the applicant's Planner, Edward Kolling, the Board made the following finding of fact:

- A. The applicant's proposed commercial recreational use is not permitted in this district, but office uses are.
- B. The current building covers 100% of the site, and was a warehouse.
- C. The city is currently considering a redesignation of the area's zoning and a redevelopment investigation is pending.
- D. The applicant is seeking preliminary and final site plan approval, and is also seeking bulk and use variances.
- E. The applicant is seeking three different uses that are not permitted; a commercial recreational use on the building fronting Clinton and 15th, a retail use that will occupy the building's fronting on Willow, and a general commercial use on the upper floors.
- F. The property is a former industrial use but is well suited for the proposed uses in light of the decline of industrial land uses in this area.
- G. The proposed use brings a much needed recreational opportunity to the community.
- H. The applicant's proposal reuses the existing site and is beneficial to the surrounding area.
- I. The scale and aesthetics of this project will aid the character of this area.
- J. The applicant's green roof and green aspects will provide an overall benefit as the current façade is empty and dead.
- K. The detriments are minimal due to the high number of parking areas near the proposed site and the emphasis the site places on bike traffic and public transit.
- L. The applicant's proposal will remove the encroachments from the existing building from the right of way, and the applicant will not have any easements or encumbrances.

M. The wall along Clinton and Willow will be demolished, along with a section of the wall on the north side of the building.

17. Ned Delaney, of 1426 Willow, expressed his support for the applicant's proposal, stating that the nearest rock climbing gym was in Brooklyn and that he was happy to see this proposal offered so close to his current location.
18. Adam Gellman, of 314 7th Street in Jersey City, expressed his support for the applicant's proposal, feeling that it would be great for the demographics of Hoboken by attracting many people of all ages.
19. Anthony Pino, of 1426 Willow, stated that he felt that the applicant's proposal was a substantial benefit to the neighborhood in light of the construction of a nearby school, and appreciates the applicant's efforts to install green features in a currently barren area.
20. Michael Evers, of 252 Second Street, stated that he felt that the applicant's proposal would be popular with Hoboken's youth, and advocated for the developer.
21. The Board expressed concerns regarding the deck lighting and its effects upon neighboring properties.
22. A motion was made to carry this matter to November 30th due to the fact that only six board members were present at this meeting.

Meeting of November 30, 2015:

23. Based upon the closing argument of applicant's Attorney, Meryl A. Gonchar, Esquire, the Board heard the following:
 - A. The current building will be reconfigured and expanded into a three story building with a West Elm Home Goods store on the ground level.
 - B. The existing utility area will be maintained.
 - C. The upper two levels of the building will be used for commercial purposes or office space.

- D. Proposed uses for the commercial levels may include art studios, yoga classrooms, or dance studios.
- E. The applicant also proposes decking on the roof area to create for a collaborative break or gathering space for the commercial uses.
- F. The remainder of the building along the Clinton/15th Street frontage will be used for a Gravity Vault Rock Climbing Gym.
- G. The applicant, along with a representative from Gravity Vault, intends to use the site to work with Stevens Institute and develop the Collegiate Climbing Series at the site.
- H. This type of use with an approximately 7,000 square foot footprint is larger than the typical retail space found, but it is appropriate as to the size and use for the area.
- I. The proposed uses have the benefit of being in a high traffic area and will serve the nearby residential uses as they expand.
- J. The site is suitable for the applicant's proposal.
- K. The applicant proposes a green roof over the gym building.
- L. The applicant has addressed the concerns of light spillage by tinting the windows, facing the lights down, and limiting the operational hours of the upstairs deck.
- M. The application will not create a burden upon local traffic, and the peak hours of the proposed uses will compliment those of the surrounding roads.
- N. If the rock climbing wall is not installed, the applicant will install interstitial floors to convert the space into more commercial uses.

24. The Board agreed with the applicant's team that this proposal will promote the public welfare by providing much needed indoor recreational space.
25. The Board finds that the climbing gym will create much needed community and athletic activities for the youth of the city. By providing such opportunities the neighborhood as a whole is benefited.
26. Due to this building in a highly trafficked and changing neighborhood the Board determined that this site is particularly well suited for the proposed commercial and recreational uses, which will serve the city but this neighborhood in particular.
27. The Board also finds that this proposal will promote the public good by creating new sources of employment and valuable services for the neighborhood.
28. The Board appreciated the applicant's consideration of the Board's and neighbor's recommendations, which was reflected in the revision of their plans to reduce light spillage by tinting the windows.
29. There are no substantial negative impacts arising from this proposal and it will not impinge on the light, air, or privacy of the surrounding property owners.
30. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board reviewed the application and considered the impact of the proposal on the City of Hoboken and its residents, and having determined that the proposal is in furtherance of the Municipal Land Use Law, the Board concludes that good cause has been shown to grant the applicant Preliminary and Final Site Plan approval, pursuant to the authority of N.J.S.A. 40:55D-46 and N.J.S.A. 40:55D-50; and

WHEREAS, the Board has determined that the application has met the requirements of N.J.S.A. 40:55D-70 (c)(2) because the Board determined that the proposed commercial and recreation uses will provide new services for the public good and benefit the surrounding community in a number of ways; providing indoor recreational activities for local residents, creating many new sources of employment, providing an energy efficient green roof, and making significant improvements and

renovations to the site as described in N.J.S.A. 40:55D-2(a) “To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;” and N.J.S.A. 40:55D-2(g) “To provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens;” and

WHEREAS, the Board has determined that this application has met the requirement of N.J.S.A. 40:55D-70 (d)(1) because the Board determined that due to the location and surrounding area of the plans for development, the proposed recreational and commercial uses will be an appropriate addition to the community and the site is particularly suited for such uses; and

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact, provided all conditions of approval are satisfied or met; and

WHEREAS, the Board has determined that the relief sought does not impair the intent and purpose of the Master Plan or Zoning Ordinance of the City of Hoboken.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 30th day of November, 2015, upon a motion made by John Branciforte and seconded by Philip Cohen that the application of 1420 Willow Hoboken, LLC be granted, subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at its meeting of August 18, 2015, October 27, 2015, and November 30, 2015.
2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.
3. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as may be required by law, including but not limited to the Municipality’s and State’s affordable housing regulations; and

the applicant shall comply with any requirements or conditions of such approvals or permits

4. The applicant must comply with the Development Fee Ordinance of the City of Hoboken, if applicable, which Ordinance is intended to generate revenue to facilitate the provision of affordable housing.
5. This approval is subject to the applicant's continuing obligation to ensure that the fees generated on this application by the Board's Planner, Engineer, and Attorney are fully paid prior to the issuance of a building permit and/or the issuance of the Certificate of Occupancy.
6. The plan is to be revised to include additional bike racks, and the applicant will obtain City Council approval if necessary.
7. The plan is to be revised to show the installation of green screens around the bulkheads.
8. All deliveries are to be exclusively along Clinton Street.
9. The applicant is to comply with the comments of the City Flood Plain Manager.
10. The applicant will comply with the Board's Engineer's and Planner's letters.
11. The applicant is to obtain a letter from the North Hudson Sewer Authority confirming that the sewer requirements have been made.
12. Spot grades are to be added to the utility plan.
13. Any required changes are to be reviewed by the Board's Engineer and Planner prior to the engineer's signoff on the plans.
14. The Board granted this application in reliance on this building being used as explained to the Board, in particular the Board found favor with the rock climbing facility; should the rock climbing facility close and a new or different facility need to fill this space, or should if any of the other approved nonconforming uses need to be altered, the applicant must return to the Zoning Board for their review and approval. In addition this Deed Restriction will include the following:

- a. The non-roof deck area is to be planted with sedum which is to look as shown on Exhibit A-5 when at full maturity.
- b. The roof deck is to be a collaborative space for access to the outdoors.
- c. There will be no smoking and no cooking permitted on the roof deck.
- d. The deck is 2,500 square feet and has limited lighting but is only to be used during daylight hours, including dusk. Under no circumstances will the deck area be utilized after 10 pm in the evening.
- e. This Deed Restriction is to be reviewed and approved by the Board's attorney and recorded prior to the issuance of the building permit.

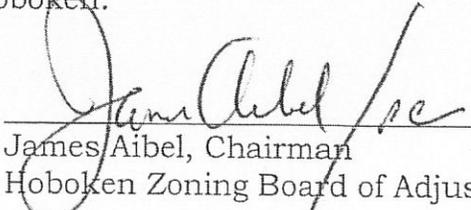
15. Publication of a notice of this decision will be published in one of the City's officially designated newspapers, at the cost of the applicant.

VOTE ON ROLL CALL: Phil Cohen, Mike DeFusco, Antonio Grana, Carol Marsh, Diane Murphy, John Branciforte and Aibel

IN FAVOR: Philip Cohen, Mike DeFusco, Antonio Grana, Diane Murphy, John Branciforte

OPPOSED: Carol Marsh; James Aibel

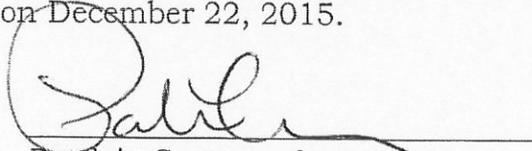
BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the applicant, City Clerk, Construction Code Official and Zoning Officer of the City of Hoboken.



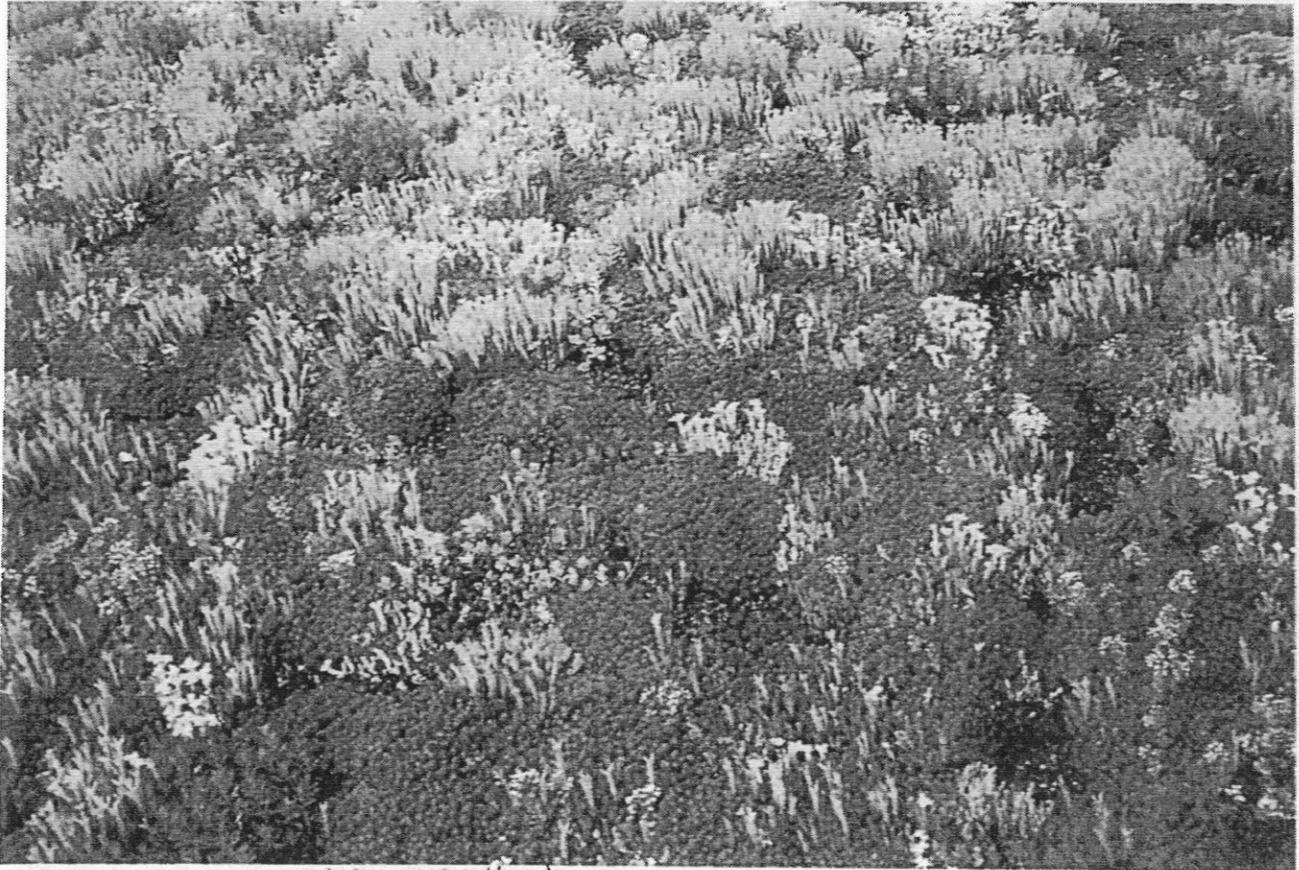
James Aibel, Chairman
Hoboken Zoning Board of Adjustment

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution approved November 30, 2015 and duly adopted as to form by the Zoning Board at its regular meeting on December 22, 2015.

A handwritten signature in black ink, appearing to read "Patricia Carcone", written over a horizontal line.

Patricia Carcone, Secretary
Hoboken Zoning Board of Adjustment



A-5

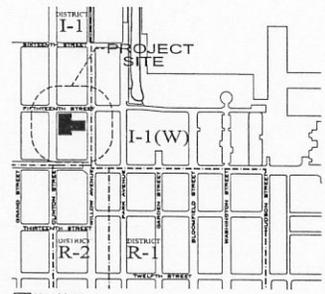
1420 Willow
~~1420 Willow~~

BIJOU PROPERTIES

Green Roof Examples

DEAN MARCHETTO
ARCHITECTS P.C.





2 Key Map

Block 123, Lots 7, 8, 9, 10, 11, 12, 14

DISTRICT	REQUIRED	PROPOSED	COMPLIES/ VARIANCE
DISTRICT I-1			
PRINCIPAL PERMITTED USE §194-176(c)	(5) OFFICES (6) RESEARCH LABORATORIES (6) WAREHOUSES	RETAIL, COMMERCIAL & COMMERCIAL RECREATION	VARIANCE REQUIRED
LOT AREA §194-176(c)(3)	20,000 SF	21,983 SF 305 ACRES	COMPLIES
LOT WIDTH §194-176(c)(3)(i)	200 FT	150 FT EXISTING NO CHANGE 89 FT 8 IN EXISTING NO CHANGE	PRE-EXISTING NON-COMPLYING
LOT DEPTH §194-176(c)(3)(ii)	100 FT	100 FT 200 FT	COMPLIES
LOT COVERAGE §194-176(c)(3)(iv)	85% FOR PRINCIPAL BLDG. 10% FOR ACCESSORY 75% TOTAL	100% EXISTING NO CHANGE	PRE-EXISTING NON-COMPLYING
BLDG HEIGHT §194-176(c)(3)(v)	4 STORIES 80 FT	3 STORIES 47 FT 8 IN	COMPLIES
FRONT YARD §194-176(c)(3)(vi)	10 FT	0 FT	PRE-EXISTING NON-COMPLYING/VARIANCE
REAR YARD §194-176(c)(3)(vii)	10 FT	0 FT	PRE-EXISTING NON-COMPLYING/VARIANCE
REAR YARD §194-176(c)(3)(viii)	20 FT	0 FT	PRE-EXISTING NON-COMPLYING/VARIANCE
OFF-STREET PARKING §194-44	COMMERCIAL RECREATION 1 PER 1,000 CSF (16,088/1000 = 17) COMMERCIAL, 1 PER 400 CSF (14,332/400 = 35) RETAIL, 1 PER 400 CSF (10,745/400 = 27)	0 SPACES PROVIDED	VARIANCE REQUIRED
OFF-STREET LOADING §194-45	1 DESIGNATED LOADING ZONE OR BERTH PER BLOCK	1 LOADING BERTH IN BUILDING	COMPLIES
OFF-STREET LOADING DIMENSIONS §194-45a	40 FT LONG 12 FT WIDE 14 FT HIGH	21'-3" LONG 11'-8" FT WIDE 18'-0" IN HIGH	VARIANCE REQUIRED
ROOF COVERAGE §194-45.1b (5)	WHERE A GREEN ROOF IS INSTALLED OVER SIDE OF THE ROOF SURFACE A ROOF DECK MAY COVER THE REMAINING AVAILABLE ROOF AREA.	ROOF'S AVAILABLE SURFACE AREA = 21,235 SF GREEN ROOF AREA = 12,299 SF TOTAL GREEN ROOF = 55%.	COMPLIES
SEAS AND SEPARATE §194-31(c)	10% OF THE AREA OF THE FIRST FLOOR FRONTAGE UP TO 100 SF 15TH ST - 1800 SF 1600 SF/10 = 160 SF MAX CLINTON ST = 1600 SF 1600 SF/10 = 160 SF MAX WILLOW AVE = 1110 SF 1110 SF/10 = 111 SF MAX	10TH ST-100SF MAX CLINTON ST-100SF MAX WILLOW AVE-100SF MAX	COMPLIES

3 Zoning Information.

PROJECT DATA

BLOCK NUMBER: 123, LOTS 7, 8, 9, 10, 11, 12, 14
 ZONING DISTRICT: I-1
 LOT AREA: 21,983 SF
 BUILDING FOOTPRINT: 21,983 SF
 GROSS FLOOR AREA: 43,966 SF

SITE PLAN DATA

SITE PLAN DATA IS BASED FROM PROPERTY TAX MAPS & SADDON MAPS, AND FROM A SITE SURVEY DATED 8/4/2014.

PREPARED BY:
 ENGINEERING, ENVIRONMENTAL, PLANNING, LANDSCAPE ARCHITECTURE AND SURVEYING
 140 1ST AVENUE, 4TH FLOOR
 NEWARK, NEW JERSEY 07102-2110
 PHONE: 973-271-1111

PROJECT IS IN THE 100 YEAR FLOOD HAZARD ZONE
 BEHIND FLOOD ELEVATION: +14.20 NAVD 1988
 BASE FLOOD ELEVATION: +13.00 NAVD 1988
 ALL GRADES ARE IN NAVD 1988.

DRAWING LIST

(1) LOCATION MAP, KEY MAP & ZONING INFO
 (2) DEVELOPMENT PLAN
 (3) SITE PLAN/PROPOSED FLOOR PLAN
 (4) SECOND FLOOR PLAN/ SITE DETAILS
 (5) THIRD FLOOR PLAN
 (6) NEW FLOORING DETAILS
 (7) ELEVATION & FINISH BUILDING ELEVATIONS
 (8) WELSH ELEVATION/SECTION ELEVATIONS/SECTION PHOTOS
 (9) PROPERTY OWNERS LIST & DETAILS

ZONING BD. APPROVAL

PRELIMINARY AND FINAL SITE PLAN APPROVAL
 VARIANCE IS REQUESTED TO REE SITE PLAN
 FOR THE ZONING BOARD OF ADJUDICATOR OF THE
 CITY OF HOBOKEN, NEW JERSEY, THIS

DATE OF: _____

Board Chairman: _____
 Board Secretary: _____
 Board Member: _____
 Board Engineer: _____

Marchette
 HERRING
 SURVEYING

1225 Willow Avenue
 Hoboken, NJ 07030
 201-260-1100 P
 201-260-0111 F
 MHS@mvhcs.com

Prepared For:
 1420 Willow Hoboken LLC
 1422 Grand Street
 Hoboken, NJ 07030

Project Name:
 Rehabilitation of Existing
 Warehouse to Retail,
 Commercial, and Commercial
 Recreation
 1420 Willow Avenue
 Hoboken, NJ 07030

Job Number: 201418
 Date: AS NOTED
 Drawn By: DC/RS

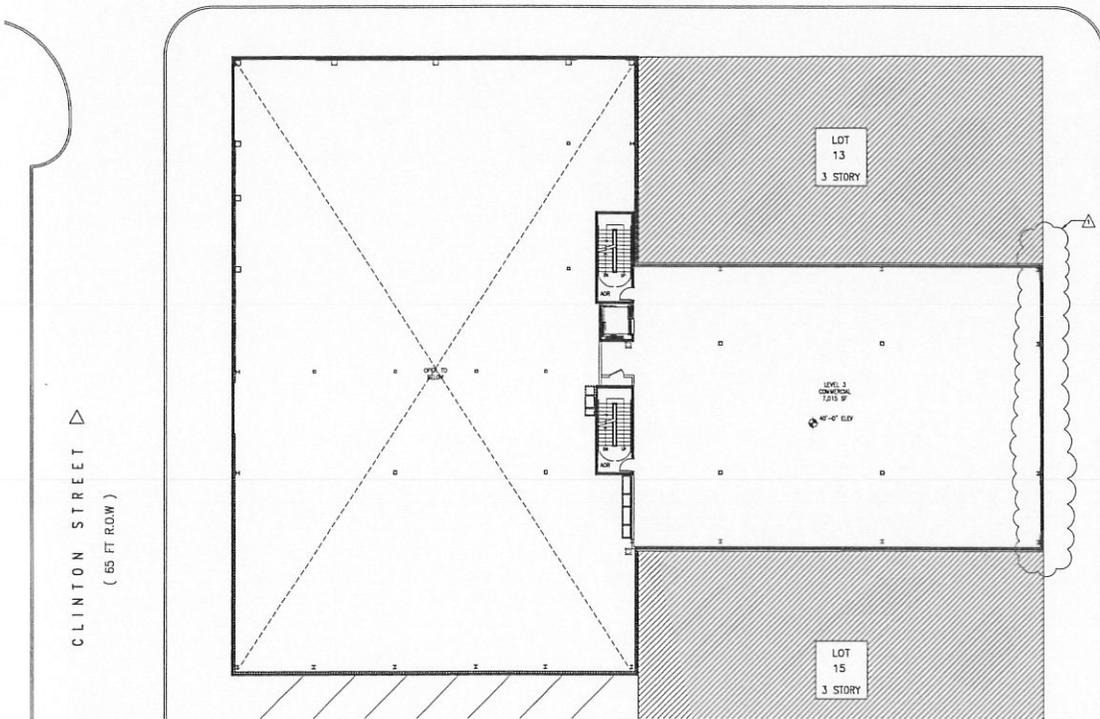
LOCATION MAP/ ZONING INFO

C1

Copyright © 2014 Marchette Herring Surveys, Inc. Hoboken, N.J.

1 Location Map

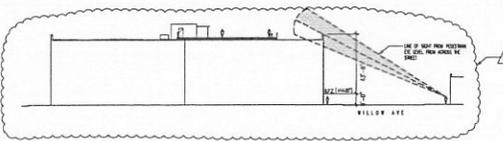
◁ FIFTEENTH STREET ▷
(75 FT R.O.W)



DISTRICT BOUNDARY

▷ WILLOW AVENUE (VARIABLE WIDTH) ◁

1 Third Floor Plan
Scale: 3/8" = 1'-0"



2 Concept Site Section w/View Shed to Roof Deck
Scale: 3/8" = 1'-0"

Manhattan
Hoboken, NJ 07030
1221 Willow Avenue
Hoboken, NJ 07030
201-706-1000
201-706-0171
MHA Architects.com

Prepared For:
1420 Willow Hoboken LLC
1422 Grand Street
Hoboken, NJ 07030
Project Name:
Rehabilitation of Existing
Warehouse to Retail,
Commercial, and Commercial
Recreation
1420 Willow Avenue
Hoboken, NJ 07030

Date	For
13 JAN 2013	PRELIMINARY & FINAL SET PLAN
26 FEB 2013	FOR COMMENTS
17 APR 2013	ZONING BOARD COMMENTS
26 JUN 2013	PLANNING BOARD COMMENTS
18 SEP 2013	REVISION COMMENTS

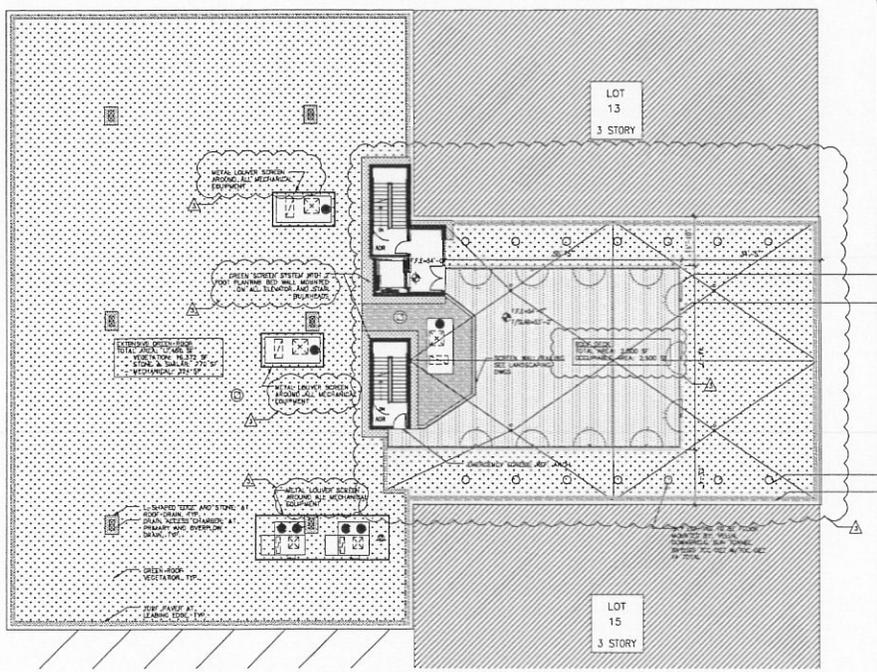
THIRD FLOOR PLAN **A3**

Copyright © 2013 Manhattan Architects, LLC

◁ FIFTEENTH STREET ▷
(75 FT R.O.W)

CLINTON STREET
(65 FT R.O.W)

DISTRICT BOUNDARY
WILLOW AVENUE
(VARIABLE WIDTH)

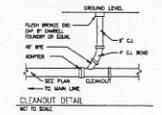


ROOF NOTES

1. ALL ROOF LEADING SHALL RUN INTERNALLY THROUGH THE BUILDING AND SHALL CONNECT TO THE EXISTING STORM WATER SYSTEM.

PROPOSED ROOF STRUCTURES

ACCESS MEMBRANE	= 840 SF
ROOF DECK	= 2,840 SF
EXTERIOR GREEN ROOF	= 11,486 SF
TOTAL ROOF COVERAGE	= 25,776 SF
TOTAL ROOF AREA	= 21,983 SF
TOTAL ROOF COVERAGE ADJUS. BY 1.1843	= 30,858 SF



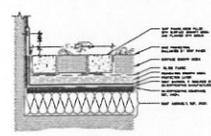
Meridian Home Studio
1225 Willow Avenue
Hoboken, NJ 07030
201.796.1669
201.796.6111
MHA@meridian.com

Prepared For:
1420 Willow Avenue LLC
1422 Grand Street
Hoboken, NJ 07030
Project Name:
Rehabilitation of Existing Warehouse to Retail, Commercial, and Commercial Recreation
1420 Willow Avenue
Hoboken, NJ 07030

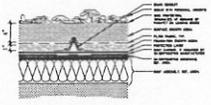
DATE	FOR	APP. NUMBER	201418
19 MAR 2015	PRELIMINARY & FINAL SITE PLAN	DATE	AS NOTED
19 MAR 2015	AS NOTED	DESIGN BY	201786
17 SEP 2015	ZONING BOARD COMMENTS		
23 SEP 2015	FLOOD HAZARD/RETENTION COMMENTS		
18 OCT 2015	REGULATION COMMENTS		

ROOF PLAN / GREEN ROOF DETAILS
A4
Copyright © 2015 Meridian Home Studio Architects, P.C.

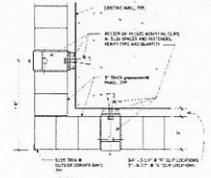
1 Roof Plan
Scale 1/8" = 1'-0"



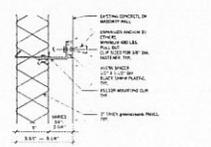
2 Green Roof At Leading Edge Parapet
Scale 1/2" = 1'-0"



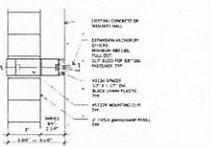
3 Typical Green Roof Profile
Scale 1/2" = 1'-0"



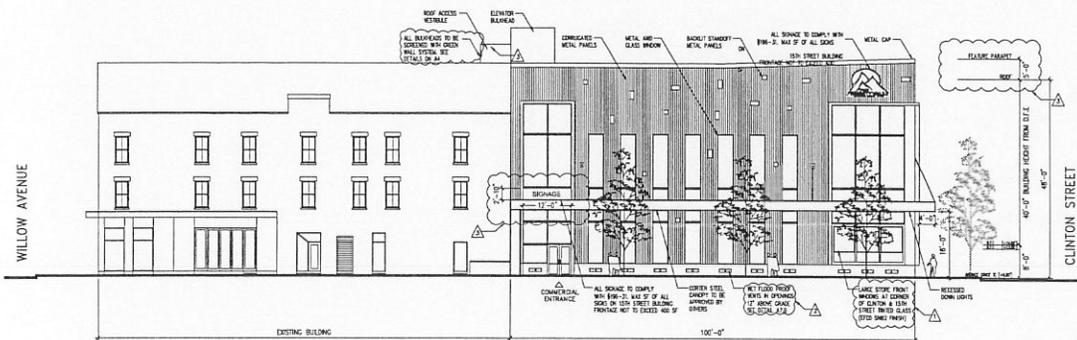
4 Green Wall Corner Plan Detail
Scale 3/4" = 1'-0"



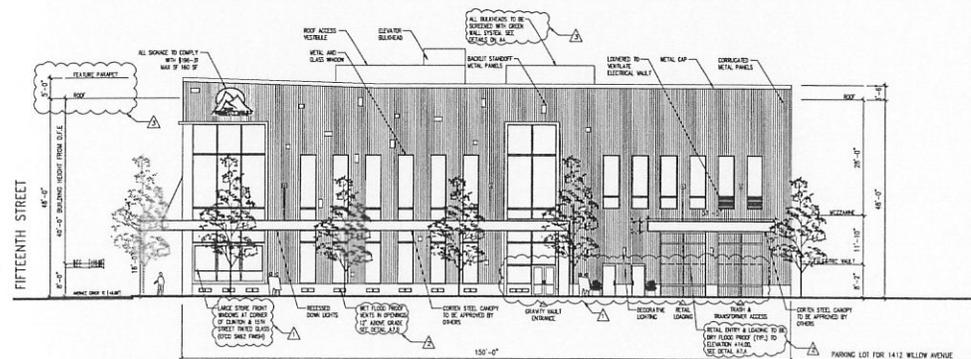
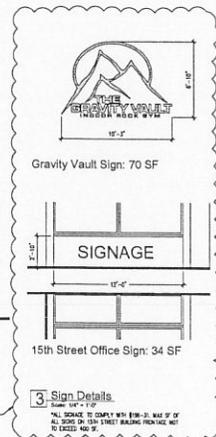
5 Green Wall Section Detail
Scale 3/4" = 1'-0"



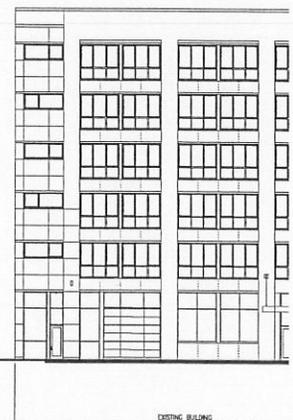
6 Green Wall Plan Detail
Scale 3/4" = 1'-0"



1 Elevation - Fifteenth Street
Scale: 3/32" = 1'-0"



2 Elevation - Clinton Street
Scale: 3/32" = 1'-0"



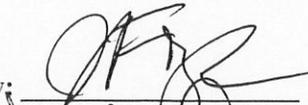
Marchetto
Hoboken, NJ
201-786-8111
www.marchetto.com

1525 Willow Avenue
Hoboken, NJ 07030
201-786-1885
201-786-8111
MHA Architects.com

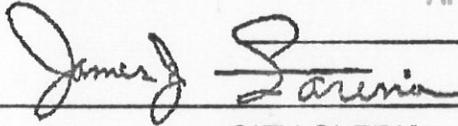
Prepared For:
1420 Willow Hoboken LLC
1422 Grand Street
Hoboken, NJ 07030
Project Name:
Rehabilitation of Existing
Warehouse to Retail,
Commercial, and Commercial
Recreation
1420 Willow Avenue
Hoboken, NJ 07030

Date:	19 MAR 2015	PRELIMINARY & FINAL SET PLAN
Date:	24 JUN 2015	ARC COMMENTS
Date:	17 SEP 2015	ZONING BOARD COMMENTS
Date:	18 SEP 2015	PLANNING DEPARTMENT COMMENTS
Date:	18 DEC 2015	RESOLUTION COMMENTS

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON:

Sponsored by:  13
 Seconded by: 

APR 06 2016

 _____
 CITY OF HOBOKEN
 RESOLUTION NO. _____

CITY CLERK
**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE
 CITY OF HOBOKEN AND WONDER LOFTS LLC, OWNER OF BLOCK 152
 LOTS 3.01 AND 3.02 (a/k/a 720 Clinton Street), FOR USE AND MAINTENANCE OF
 A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY**

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

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

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

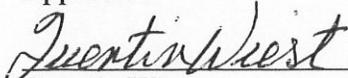
WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to Wonder Lofts LLC, owner of Block 152 Lots 3.01 and 3.02, more commonly known as 720 Clinton Street, Hoboken, represented by Ted Wunschuh, such a license.

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

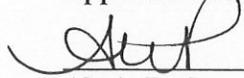
- 1) Approval of the attached License Agreement between the City of Hoboken and Wonder Lofts LLC, owner of Block 152 Lots 3.01 and 3.02, more commonly known as 720 Clinton Street, shall be subject and limited to the details and specifications included in the attached Application, Minervini Vandermark Architecture description of landscaping, and Minervini Vandermark Architecture site plan drawing showing ROW encroachments (Z-1);
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Meeting Date: April 6, 2016

Approved:


 Quentin Wiest
 Business Administrator

Approved as to Form:


 Alysia Proko
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this 16th day of April, 2016, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSOR**") and **WONDER LOFTS LLC**, owner of Block 152 Lots 3.01 and 3.02, more commonly known as 720 Clinton Street, Hoboken, NJ 07030, represented by Ted Winschuh (hereinafter referred to as the "**LICENSEE**").

WITNESSETH

WHEREAS, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Clinton Street, 8th Street, and Grand Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of constructing landscape planters measuring 4 feet wide, each with an 8 inch by 8 inch curb and decorative steel railing 2 feet 6 inches high, three planters running south to north along Clinton Street will measure 88 feet, 9 feet and 37 feet 4 inches in length, four planters running east to west along 8th Street will measure 57 feet, 6 feet 6 inches, 6 feet 6 inches, and 72 feet in length, and five planters running north to south along Grand Street will measure 46 feet 9 inches, 13 feet 4 inches, 9 feet, 34 feet, and 20 feet in length; and

WHEREAS, the sidewalk along the Clinton Street frontage is approximately 16 feet wide, the sidewalk along the 8th Street frontage is approximately 12 feet wide, and the sidewalk along the Grand Street frontage is approximately 16 feet wide allowing adequate space for the planting beds and planted street trees without negative impact on pedestrian egress along the block frontage; and

WHEREAS, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

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

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

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 152 Lots 3.01 and 3.02, to construct landscape planters measuring 4 feet wide, each with an 8 inch by 8 inch curb and decorative steel railing 2 feet 6 inches high; three planters running south to north along Clinton Street will measure 88 feet, 9 feet and 37 feet 4 inches in length; four planters running east to west along 8th Street will measure 57 feet, 6 feet 6 inches, 6 feet 6 inches, and 72 feet in length; and five planters running north to south along Grand Street will measure 46 feet 9 inches, 13 feet 4 inches, 9 feet, 34 feet, and 20 feet in length adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

- 3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.
- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

LICENSEE: Wonder Lofts, LLC, owner in fee of Block 152 Lots 3.01 and 3.02, more commonly known as 720 Clinton Street, Hoboken, NJ, represented by Ted Wunsch.

Signed: _____

Printed: _____,
Ted Wunsch representing Wonder Lofts, LLC
Owner of 720 Clinton Street, Hoboken

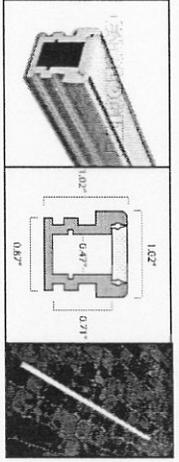
STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this _____ day of _____, 2016.

Notary Public: _____
(Signature of Notary Public)

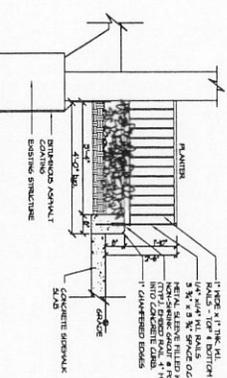
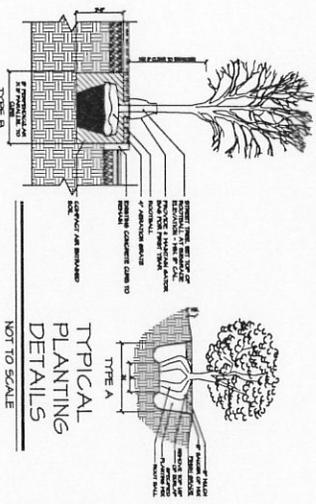
APPLICATION AND
EXHIBITS

24'-0" LONG x 4'-0" WIDE LOADING ZONE TO BE LOCATED ON GRAND STREET STARTING AT 106'-6" SOUTH OF 8TH STREET (TO BE CENTERED WITH LOADING DOCK CURBOUT), PERIMETER LINES AND INTERIOR 45 DEGREE HATCH STRIPING TO BE "TRAFFIC STRIPES LONG LIFE, EPOXY RESIN, 4 INCH" IN ACCORDANCE WITH N.J.D.O.T. STANDARDS



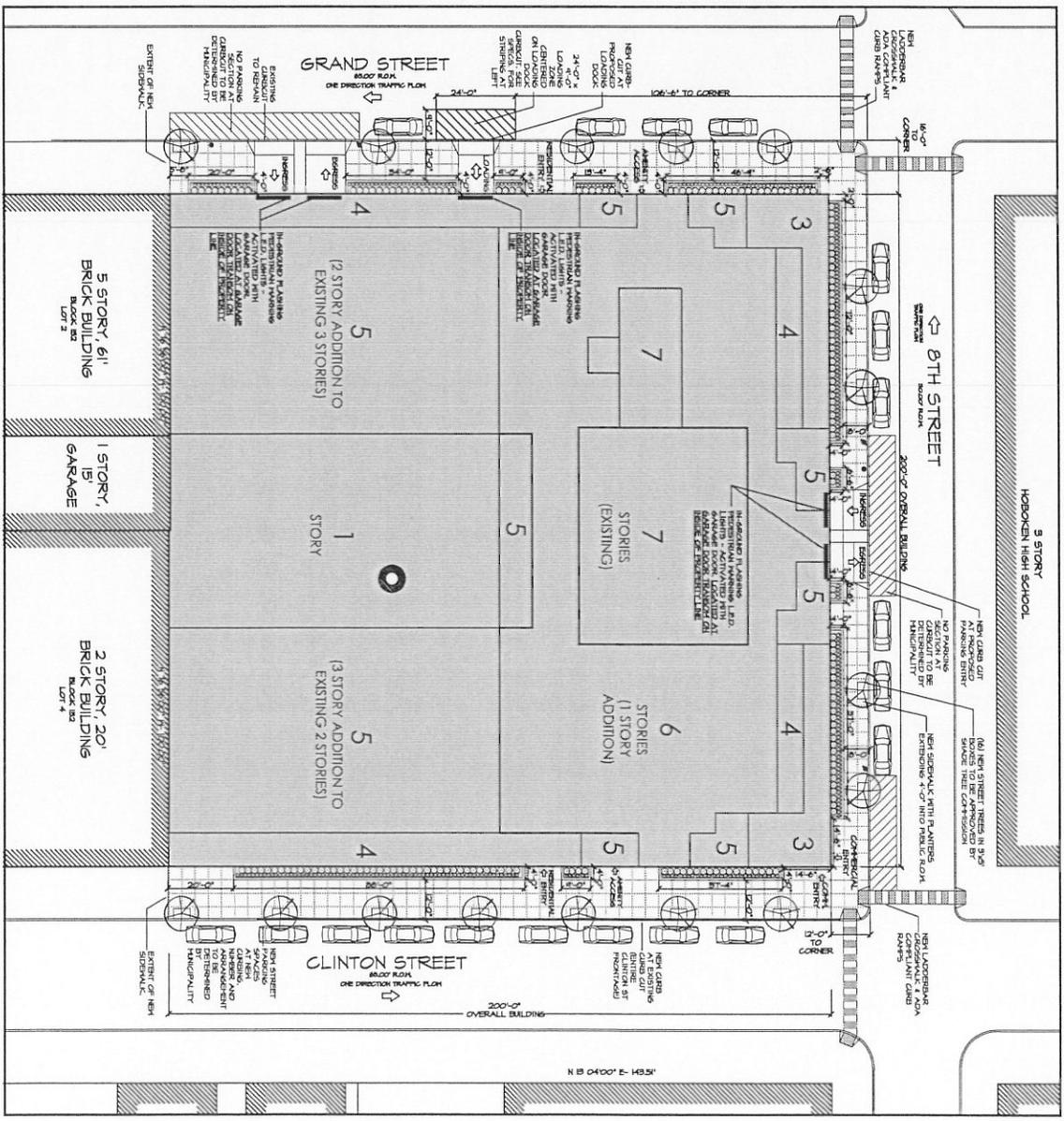
IN-GROUND L.E.D. PEDESTRIAN WARNING DEVICE

(5) TOTAL 10'-0" LONG MODEL EX-KL-9FR-1M IN-GROUND FLASHING L.E.D. STRIPS BY ECOLOLOGY LED, ACTIVATED WITH GARAGE DOOR OPERATION, STRIPS TO BE LOCATED ON INSIDE EDGE OF PROPERTY LINE AT ALL GARAGE DOOR TRANSOMS



FRONT PLANTER DETAIL

SCALE: 1/2" = 1'-0"



PROPOSED SITE & IMPACT PLAN SHOWING PLANTERS AND LOADING ZONE IN PUBLIC RIGHT-OF-WAY

SCALE: 1/6" = 1'-0"

DRAWINGS BASED ON SURVEY PLAT DATED 04-21-2018, PREPARED BY DYE/STRA WALKER DESIGN GROUP, NEW BRUNSWICK, NJ. SEE SHEET 100 FOR ADDITIONAL INFO.



Mincivini Vandemark Architecture
 Mincivini Vandemark, LLC
 360 Fourth Street, 5th Floor
 Hoboken, NJ 07030
 Tel: 201-386-6437
 Fax: 201-386-6438
 www.mvachitectural.com



Wonder Lots, LLC
 720 CLINTON STREET
 HOBOKEN, NJ 07030

Client	Wonder Lots, LLC C/O PARKWOOD DEVELOPMENT, 3308 HANCOCK ROAD PH. 973.337.1230
Address	720 CLINTON STREET HOBOKEN, NJ 07030
Project Description	PROPOSED ADDITION BEHIND EXISTING STRUCTURE TO BE USED FOR COMMERCIAL AND COMMERCIAL USE
Site Plan Showing	R.O.W. ENCROACHMENTS
Drawings No.	Z-1



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

720 Clinton Street, Hoboken, NJ 07030

Block: 152

Lot(s): 3.1, 3.2

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Applicant:

Wonder Lofts, LLC

Owner (if other than Applicant):

Maximiniano, LP

Address:

56 Kathleen Court
Wayne, NJ 07470

Address:

729 Clinton Street
Hoboken, NJ 07030

Date Received:

[]

Phone: 973-337-1230

Phone: 302-299-2183

e-mail: twinschuh@parkwooddev.com

e-mail: mrodriguez@psre.com

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

REFER TO THE ATTACHED PLAN

What is the reason(s) for the proposed alteration?

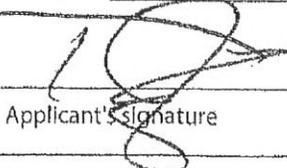
The items described above were requested and required by the Hoboken Zoning Board of Adjustment and were included in the approved resolution for this project.

Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

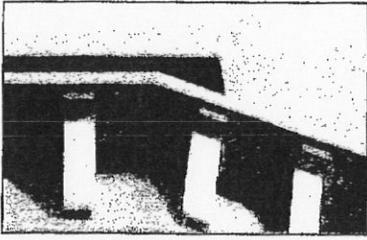
Zoning Board Approval

Documents provided with application; check all that apply:

- Survey
- Architectural drawings
- Metes and bounds detail for the area of encroachment
- Prior approvals
- Other:


Applicant's signature

3.7.16
Date



Minervini Vandermark Architecture

360 Fourteenth Street
Hoboken, New Jersey 07030
T 201-386-0637
F 201-386-0628
www.mvarchitecture.com

12. 03. 15.

Two elements within the public right-of-way are proposed for this project:

- Decorative Landscaping Planter Boxes

Each planter is composed of an 8"x8" concrete curb and black painted 1" x1" square section steel posts and rails with 1/4"x1/4" square section balusters. The total height from grade of each planter is 2'-6". Within each planter at grade is planting material and landscaping. Each planter extends 4'-0" into the right-of-way from the building edge / property line. The lengths of each planter are as follows:

Clinton Street (from North): 14'-6" from North property line to planter; 37'-4" PLANTER; 20'-2" open; 9'-0" PLANTER; 11'-0" open; 88'-0" PLANTER; 20'-0" open to South property line.

Eighth Street (from East): 14'-6" from East property line to Planter; 57'-0" PLANTER; 7'-0" open; 6'-6" PLANTER; 27'-6" open; 6'-6" PLANTER; 7'-0" open; 72'-0" PLANTER; 2'-0" open to West property line.

Grand Street (from North): 2'-6" from North property line to Planter; 46'-9" PLANTER; 14'-6" open; 13'-4" PLANTER; 16'-0" open; 9'-0" PLANTER; 10'-6" open; 34'-0" PLANTER; 27'-9" open; 20'-0" PLANTER; 5'-8" open to South property line.

- Loading Zone

A 24'-0" long by 9'-0" wide loading zone is proposed for Grand Street starting at 106'-6" south of the intersection with Eighth Street. This will be centered with the curbcut for the building's loading dock. Perimeter lines and interior 45 degree hatch striping will be "Traffic Stripes Long Life, Epoxy Resin, 4 Inch" in accordance with N.J.D.O.T. standards.



720 CLINTON STREET - CLINTON & EIGHTH STREET VIEW

MINERVINI VANDERMARK
architecture
www.minviniarchitecture.com • tel: 204 398 0637





720 CLINTON STREET - EIGHTH & GRAND STREET VIEW

MINERVINI VANDERMARK
architecture
www.minervinivandermark.com • tel: 201.378.0657



EFB Associates, LLC.

Community and Land Use Planners

Ms. Pat Carcone
Zoning Board Administrator & Secretary
94 Washington Street
Hoboken, NJ 07030

January 15, 2016

Re: 720 Clinton St.

Dear Ms. Carcone:

The above application received Zoning Board of Adjustment approval on January, 2015. This letter shall serve as the letter of compliance as required in the resolution of approval.

The applicant, Wonderlofts LLC, received Preliminary Major Site Plan with Variance approval to convert an existing industrial warehouse building into 68 residential units, parking, and 2,375 sf of commercial space.

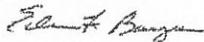
The variances required were for density, height in stories, height in feet, lot coverage, front yard setback, roof coverage, commercial service area, and expansion of a non-conforming structure.

I have reviewed the resolution and plans dated November 10, 2015 and find that the plans are acceptable and have been revised to comport with the conditions of approval and includes:

1. The applicant promised to preserve the super structure and the exterior of this historic structure. ...[I]n the event that any portion of the building has to be demolished or lost during construction, this approval will be rendered null and void. ***Acknowledged***
2. The applicant is to provide six (6) affordable housing units ***Currently before the Hoboken Planning Board***
3. The sidewalk is to be improved as described to the Board and will include the landscape as shown and the planting of street trees subject to the Shade Tree Commission's approval. ***Shade Tree Commission approval received.***
4. A water tower is to be constructed and maintained.... ***Complies***
5. The plan is to be revised to show the recycling details. ***Complies***
6. The applicant is to provide an adequate pedestrian safety system to be reviewed and approved by the Board's Engineer and Planner. ***Complies***

A copy of this letter is to be attached to the signed plans as per the approved resolution.

Sincerely,



Eileen F. Banyra PP, AICP CSBA
Zoning Board Planner

EFB/kr
cc: Jeff Marsden, PE

RESOLUTION OF APPROVAL

APPLICATION OF WONDERLOFTS, LLC

IN THE MATTER OF : ZONING BOARD OF ADJUSTMENT
WONDERLOFTS, LLC : CITY OF HOBOKEN
: BLOCK 152, LOTS 3.01 & 3.02
: 720 CLINTON STREET

WHEREAS, Wonderlofts, LLC has requested Preliminary Site Plan approval pursuant to N.J.S.A. 40:55D-46 and variances pursuant to N.J.S.A. 40:55D-70(c)(2), (d)(5) and (d)(6) for the rehabilitation and expansion of existing industrial structure and its conversion to 2,375 square feet of retail space and 68 residential units on the property located at Block 152, Lots 3.01 and 3.02 on the tax map of the City of Hoboken, being commonly known as 720 Clinton Street, Hoboken, New Jersey, and said premises being in the R-2 Zone; and

WHEREAS, the Board held public hearings on said application on September 23, 2014, October 21, 2014, December 9, 2014 and January 20, 2015; and

WHEREAS, the applicant has provided adequate notice of the application and the hearing in accordance with N.J.S.A. 40:55D-12; and

WHEREAS, the applicant was represented by Counsel, Robert C. Matule, Esquire; and

WHEREAS, the Board heard the testimony and evidence presented by the applicant, and received comments from the public.

NOW, THEREFORE BE IT RESOLVED, that the Board of Adjustment of the City of Hoboken, County of Hudson and State of New Jersey, made the following findings of fact:

September 23, 2014:

1. The Board found the application complete.
2. According to the application, in addition to Preliminary Site Plan Approval, the applicant is seeking the following variances:

- A. For a density variance for 68 residential units, whereas 58.5 residential units is the maximum permitted.
 - B. For a building height variance for 7 stories, whereas 4 stories is the maximum permitted.
 - C. For a building height variance for 78 feet 10 inches above grade, whereas 40 feet above grade is the maximum permitted.
 - D. For lot coverage of 100%, whereas 60% is the maximum permitted.
 - E. For a front yard setback of 0 feet, whereas a maximum of 5 to 10 feet is permitted.
 - F. For roof coverage of 70.1%, whereas 10% is the maximum permitted.
 - G. For 2,375 square feet of permitted service area for commercial use; whereas 1,000 square feet is the maximum permitted.
 - H. For an expansion of a non-conforming structure.
3. Based upon the comments of the applicant's Attorney, Robert C. Matule, Esquire, the Board heard the following:
- A. The building is known as the "Wonder Bread" building.
 - B. This application seeks to repurpose the building from its historic uses as a bakery to a mixed use residential building.
 - C. The ground floor will contain some commercial space.
 - D. The applicant will be providing affordable housing as required by the Ordinance; however, the applicant is requesting permission to allow the affordable housing to be built off-site.
 - E. The building located at 729-731-733 Clinton Street, which is directly across the street from the site, is intended to be built as a standalone building for affordable housing, which would be rental property.

- F. The property at 729-731-733 Clinton Street is located on the southeast corner of the intersection of Eighth and Clinton. There are four (4) lots which are intended to be subdivided into two (2) lots. The applicant proposes to construct two (2) buildings – one of them containing the affordable housing units.
 - G. The number of affordable housing units the applicant proposes to build was eleven (11) or 10% of the proposed 111 units. *(The number of proposed units went through several reductions and now stands at 68. As such, the required number of affordable housing units has also been reduced 6 units).*
4. Based upon the sworn and qualified testimony of the applicant's Professional Engineer, Donald Friedman, the Board made the following findings of fact:
- A. Mr. Friedman was retained to study the structure of the building. He opined that the building could be saved even when redesigned residential use.
 - B. The building is an industrial building having three wings; one on Eighth Street, one on Clinton and one on Grand.
 - C. The Eighth Street wing is the oldest portion and is a little over 100 years old. It replaced a one-year-old building that replaced a 10-year-old building that had burned down.
 - D. Because of the fire, the building was built to be nonflammable, consisting of a concrete frame with brick exterior walls.
 - E. There were two (2) wing extensions of the building (Grand Street and Clinton Street) which were mixed construction; some being steel and some Green Forest concrete having brick exterior walls.
 - F. The existing building has water damage in some areas and has some damage to the façade, the worst of which are badly damaged parapets.

- G. There are a number of large cracks at the lower floors and there is also some spalling brick.
- H. The two smaller wings have some water infiltration that occurred through the roofs that has damaged the interior concrete structure in a few areas.
- I. Mr. Friedman stated that the building is a viable building and could be reused with repairs and alteration. The damage is in its early to mid-stages of damage that has not been repaired but it is fixable.
- J. The interior structure is pretty solid and will need to be altered to convert from an industrial use to a residential use.
- K. The double height of the spaces will require that new floors will need to be constructed. The structure is very heavy and has the capacity to accept the new floors.
- L. The building will need some refurbishing in order to keep it from further deteriorating; such as brick repair, pointing, and toothing the new brick in areas where there's concrete deterioration.
- M. Damaged rebar in the concrete will have to be supplemented or the rebar will need to be cleaned and new packaging material will need to be put in place.
- N. The parapets are badly deteriorated. They will need to be stabilized and some portions will need to be rebuilt.
- O. The Wonder Bread building has a complicated exterior appearance. It is not a box, like a typical factory, but has multiple setbacks that maintain the massing of the building.
- P. The Eighth Street wing was built around 1910. The Grand Street and Clinton Street wings were around the 1920's. The Eighth Street wing is in better condition at this time; however all three portions are viable for a use.

5. Based upon the sworn and qualified testimony of the applicant's Architect, Frank Minervini, AIA, the Board made the following findings of fact:
- A. Mr. Minervini opined that the building at 720 Clinton Street is in relatively good condition and the building is viable.
 - B. He estimates that 95% of the building will be reused.
 - C. Some floor levels have to be replaced in order to accommodate residential ceiling heights.
 - D. The exterior walls, structural systems (the columns), roof, and the majority of the slab are all to remain.
 - E. The applicant proposes to keep the existing building. Most of the façade will be kept and only portions will be rebuilt to enable the addition of windows.
 - F. The proposal is best described as an adaptive reuse.
 - G. As the result of a fire, the building was rebuilt with the most advanced fireproof technology available at the time.
 - H. The building is not a combustible structure as the slabs are concrete, the columns are concrete-encased steel, and all the exterior walls are brick.
 - I. All the windows were constructed from metal frame and the shared areas had wire mesh which is equivalent of a fire-rated window today.
 - J. The building had a sprinkler system and the walls were fire-rated.
 - K. There is a lot of work that will be required to make this building completely sound.
 - L. The chimney stack has vertical cracks as does the north wall and both the east side and west side of the building on Eighth Street.
 - M. The cracks will be remedied and repaired.

- N. New window openings will need to be added.
- O. The foundation of the building is timber piles. As a result of Hurricane Sandy, the soil supporting the piles was all washed away.
- P. A new 5-story building is in the process of being constructed and is 95% complete.
- Q. There are two (2) additional 5-story buildings on the block.
- R. All of the buildings on this block have 100% lot coverage.
- S. The applicant will provide electric car charging stations and bicycle storage in the parking lot off of Eighth Street.
- T. The second entry for parking is off of Grand Street. It is a much less traveled route. The access has both ingress and an egress located at the southern corner of Grand Street. This lot is approximately 2 feet below grade.
- U. Some of the proposed amenities include a lobby, concierge, trash compactor, and a pet spa.
- V. At the present time there are 8 garage openings on the building as it exists. A majority of the curb cuts will be closed off which will add as many as 8 parking spaces to the street.
- W. The proposed commercial space will contain 2,375 square feet.
- X. The gas, electric meter room and a cogeneration plant will be located on the second floor of the garage.
- Y. The applicant is proposing to add planters and street trees.
- Z. The building is U-shaped because of the existing wings. The applicant proposes to add a courtyard terrace outdoor space with private decks for the apartments that are adjacent to it on either side.

- AA. The large terrace is 4,000 square feet in size which will contain a pool.
- BB. The upper roof of the building along Eighth Street will be used as common outdoor space for the apartment residents. It will also have an extensive green roof area to aid in storm water retention.
- CC. The applicant proposes to reintroduce the water tower and will use it for its grey water system. It is proposed to be constructed from wood.
- DD. The applicant will add a storm water retention tank below the parking lot in the existing sub-basement.
- EE. The new brick openings will require new lintels.
- FF. All the parapets will be rebuilt and raised.
- GG. The façade will be completely repaired and reconstructed.
- HH. The new lintels will keep with the existing lintel window design, stone and brick and arches.
- II. The modern sections of the building will be composite metal panels with a lot of glass.
- JJ. On Clinton Street there is an alleyway between what was the dog daycare facility and the main building along Eighth Street.
- KK. A ramp goes up to the first floor roof. The second floor contains a boiler room and open roof area. The boiler plant no longer is used and will not be used in the future. This area will become outdoor amenity space which will contain the pool.
- LL. The chimney is going to be used as part of the proposed cogeneration and for other venting.
- MM. The cogeneration plants will provide a large percentage of the electricity for the building.

6. Leah Healey, 806 Park Avenue, was concerned with the new window openings. She was informed that the window openings will be using a different method that should prevent any walls from falling down.
7. The Board made a motion to carry the application to October 21, 2014.

Meeting of October 21, 2014:

8. Based upon the comments of the applicant's Attorney, Robert C. Matule, Esquire, the Board heard the following:
 - A. The applicant revised their plans to indicate that some of the smaller units were combined into larger units.
9. Based upon the sworn and qualified testimony of the applicant's Professional Engineer, Donald Friedman, P.E., the Board made the following findings of fact:
 - A. He opined that he examined the super structure of the building and there does not appear to be any evidence of damage to the foundation of the building as far as he can tell.
 - B. Since the applicant does not own the building at this time, they are limited as to how much sub soil investigation they are permitted to do.
 - C. Mr. Friedman is reluctant to come to a conclusion about the condition of the piles without doing the full investigation. A full investigation will have to be done prior to the design stage.
 - D. There are four (4) existing wings to the building. The large one - on 8th Street the applicant will reduce the load on that building.
 - E. The heaviest new load, which is the swimming pool, is located in the middle of the block near the boiler wing. That structure will be entirely new.
 - F. The swimming pool is over a portion of the parking. The parking is located in the two side street wings as well as the center wing. The center of the block will be

the new structure, a new foundation and a new super structure. That is where the pool will sit.

- G. The two vertical extensions, on the other streets, are going to be sitting on new piles. Therefore, the load increase will be on the new foundations and not the existing foundations.
- H. The applicant will design the alteration and do any repairs that are necessary to keep the existing building intact.

- 10. A motion was made to carry the application to December 9, 2014.

Meeting of December 9, 2014:

- 11. Based upon the comments of the applicant's Attorney, Robert C. Matule, Esquire, the Board made the following findings of fact:
 - A. Ms. Shirley Bishop, Hoboken's Affordable Housing Consultant, indicated that the only way the units could be placed off site is if the principal project is a condo project and the affordable housing project is a rental project.
 - B. The applicant is proposing to subject this property to the condominium form of ownership; however, if the rental project across the street is not approved or if market conditions change and the principal project will be split between condos and rentals, then the applicant represented that it will provide whatever the affordable housing requirements are necessary on site and interspersed throughout the units in the building as directed by Ms. Bishop.
 - C. The applicant, at the October 21, 2014 meeting informed the Board that the plans were revised to reduce the proposed density from 121 units to 104 units. *(The final number of units was reduced to 68 units).*
- 12. Based upon the sworn testimony of the applicant's Architect, Frank Minervini, AIA, the Board made the following findings of fact:

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- A. The site was previously used as an industrial bakery.
 - B. The building was constructed as a state of the art building in terms of fire prevention.
 - C. The applicant is proposing to convert and adaptively reuse the building.
 - D. The structure is overall in good condition, although it will need to be repaired and strengthened. This historical building is being saved.
 - E. There is a lot of detail work that will need to be done to bring the building to the condition of converting it from a bakery to residential units.
 - F. The structural column locations do not work well for converting the space to residential use.
 - G. The depth of the building is 100 feet which means that a majority of the internal space will be poorly lit by natural light.
 - H. The floor-to-floor heights are inconsistent creating difficulty in the redesign of this building.
 - I. The building is U-shaped with the most prominent portion of the building being on 8th Street. It has two flagstones going south which will become five stories tall.
 - J. The plans have been amended to show that the water tower will be replaced.
 - K. There will be a cogeneration system installed which will convert gas into electricity and will enable the building to produce its own electricity via gas. It is a very efficient way to heat and cool the building.
 - L. The applicant will use a white roof where no green roof exists.
 - M. The chimney stack will remain and will be reused for the cogeneration system.

- N. The number of parking spaces to be provided will be 124 (*which were subsequently reduced to 119*).
 - O. There are two (2) separate entry and exits to the garage due to the varying floor-to-floor heights. There is an entry and exit off of 8th Street that also connects to a ramp to the second floor parking. To access the lower level of parking, there is direct access off of Grand Street.
 - P. The outdoor space consists of a common roof terrace at the upper roof, outdoor space at the sixth floor level, outdoor space at the fifth floor level and the outdoor space above the garage where there will be a pool and a private terrace for the apartments that border the pool.
13. Michael Evers, 252 Second Street, wanted to know how many people are going to be in the building using the standard formula for estimating how many people actually live in a place. He also wanted to know how many parking spaces there will be. Mr. Minervini did not know the number of people living in the building; however, there will be 124 parking spaces. (*The number of parking spaces was subsequently reduced to 119*).
14. Based upon the sworn testimony of the applicant's Traffic Expert, Joseph Staigar, the Board made the following findings of fact:
- A. The peak hours of intensity for both the former use and the proposed residential use are Monday through Friday from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m.
 - B. The traffic counts were taken during the peak hours at the end of February of 2014 on a Wednesday and a Thursday.
 - C. On 8th Street there were 100 vehicles per hour in the morning peak hour and 200 vehicles in the evening peak hours.
 - D. On Grand and Clinton Streets there were higher traffic volumes; in the range of 300 to 350 vehicles per hour during the peak hours.

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- E. 8th Street is a one-way street going westbound, Grand Street is a one-way going southbound, and Clinton Avenue is a one-way going northbound.
- F. There is a stop sign at Clinton and 8th Streets (on 8th Street) and a stop sign at Grand and 8th Streets, the stop sign is on Grand Street.
- G. The level of service is B and C at the two intersections ~~which he opined is considered good for peak-hour~~ conditions.
- H. The traffic study shows that this proposed development (104 residential units and a small commercial business) would generate 33 trips in the morning and 42 trips in the evening. He opined that the increase will not have a significant impact.
- I. With respect to the location of the driveway on 8th Street and the high school directly to the north of the site, a study was done on October 8, 2014, on a warm fair day.
- J. Students and pedestrians were counted on Clinton, 8th and Grand Streets and it was noted who walked on either the west side or the east side; and where they crossed the street.
- K. The pedestrian activity across the site driveway shows that during hours between 7:00 a.m. and 9:00 a.m. there were twenty (20) students that crossed on the south side of 8th Street between Clinton and Grand Street. On Grand Street – only six (6) students crossed.
- L. There were over one-hundred (100) students that walked on the north side of 8th Street and also on Clinton Street.
- M. He opined that the locations of the driveways are such that there is not a large amount of student crossing the driveway location.

- N. The applicant will provide a warning system that includes a strobe light and a buzzer when the door opens which will alert any pedestrians.
 - O. The applicant could also add an LED lighting system which will be embedded in the sidewalk where the garage door is located.
 - P. A landscaped area on both sides of the driveways will give some buffer area between the vehicles and the pedestrians.
 - Q. The amenity parking space could be utilized for any long-term deliveries (such as moving day). Vehicles traveling on Clinton Street (northbound) would not be impeded by the loading area as it is contained the 8-foot distance from the curb line.
 - R. The short deliveries (such as UPS or other quick deliveries) would occur in front of the door.
15. Deno Bogdanos asked if the applicant took into consideration the location of the firehouse with respect to the egress of the lot. He stated that when a fire truck goes in and out of the fire station, the intersection is blocked off which causes vehicular congestion. Mr. Staiger said he did not take that into consideration but noted that it is not a daily event that occurs during the peak hours.
16. After a brief recess, the applicant informed the Board that they want to further reduce the residential density. In order to provide the applicant's professionals time to amend the plans to reflect all the changes proposed at this meeting, the Board made a motion to carry the application to January 20, 2015.

Meeting of January 20, 2015:

17. Based upon the comments of the applicant's Attorney, Robert C. Matule, Esquire, the Board heard the following:
- A. The applicant has reduced their request to 68 residential units, where 58 are permitted.
 - B. There will be 2,375 square feet of the building dedicated for commercial use.

- C. The original proposal indicated that 10 of the 121 units were going to be designated as live work units. The applicant has taken those units off of the plan so there will not be any live work units.
18. Based upon the sworn testimony of the applicant's Architect, Frank Minervini, AIA, the Board made the following findings of fact:
- A. ~~The proposal has been redesigned to reflect the reduction of housing units and the introduction of a loading dock.~~
 - B. The loading dock on Grand Street will be 69 feet in length. A street tree will need to be removed.
 - C. The space in front (where the depressed curb is located) will be used for temporary parking for deliveries.
 - D. Originally the plan was to provide for 121 units which were reduced to 104 at the December 9, 2014 meeting. Since that meeting, the applicant further reduced the number of residential units to 68.
 - E. There will no longer be any studio or one-bedroom apartments.
 - F. The breakdown of the current proposal is for zero studio apartments, zero one-bedroom apartments, 11 two-bedroom apartments and 57 three-bedroom apartments.
 - G. On the 8th Street side of the building was a structural system that had very low beams which made for long narrow studio apartment units. The applicant combined some of those and restructured the building in those areas to remove the studio and one bedroom units.
 - H. The building will obtain LEED Gold Certification.
 - I. The number of parking spaces will be reduced to 119. The applicant only needs to provide 69 parking spaces.

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- J. A garage door will be added to the loading dock area.
 - K. Because the applicant is adding a mezzanine area, technically this will be considered a seventh floor. The application and plans will be amended to indicate the proposal will be seven stories – not six stories.
 - L. The applicant will revise the plan to show dry flood proofing in certain areas and wet proofing where needed such as the garage area.
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- M. The applicant will undertake additional structural and soil studies to ensure the building can support the structural modifications.
 - N. The plan will be amended to include the recycling schedule.
 - O. The visual warning system proposed at the garage doors will include a linear LED light at the threshold.
19. Michael Evers, 252 Second Street asked if the applicant was no long providing affordable housing units due to the reduced number of residential units. Mr. Matule informed him that there would not be any affordable housing provided. The Board did not agree with Mr. Matule's interpretation of the Affordable Housing Ordinance and it is the Board's understanding that the applicant is required to provide 6 affordable housing units as follows:

"The following shall be exempt from the provisions of this chapter: 'The first ten units of a substantial rehabilitation project for variance relief pursuant to N.J.S.A. 40:55D-70-D is required" ... The Board therefore believes that when you have 68 units the first 10 units are exempt. The applicant is providing 58 units – so rounding out 5.8 would mean that the applicant is required to provide 6 affordable housing units.

The Board concluded that the intent of the Governing Body with respect to the Ordinance is that the applicant is to provide affordable housing when the Board approves projects that have more than ten units and require either a D-1 variance or a density variance.

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20. Based upon the sworn testimony of the applicant's Traffic Expert, Joseph Staigar, the Board made the following findings of fact:
- A. The number of residential units has been reduced to 68 units. The applicant is only required to provide 69 parking spaces for this proposal. Although the total of available parking spaces will be 119, the applicant agreed to not rent out any parking spaces to individuals who do not live in the building
 - B. He opined that although the number of residential units has been reduced in number, the number of parking spaces has basically remained the same. He also stated that some people may have two cars. Therefore, in terms of regional impacts the number of vehicular movements in and out of the driveways will remain the same.
21. Based upon the sworn testimony of the applicant's Professional Planner, Edward Kolling, P.P., the Board made the following findings of fact:
- A. The property is centrally located in Hoboken – 5 or 6 blocks from Washington Street, 5 or 6 blocks from the 9th Street rail station, along 8th Street between Clinton and Grand Streets.
 - B. The site is 39,000 square feet in size and has a large building on it that has some historic significance.
 - C. The original building was constructed in 1899 and was used as a bakery. The building was destroyed by fire in 1909. The existing building was constructed after that fire.
 - D. The surrounding area is diverse consisting of taller residential buildings as well as some commercial and industrial structures. The Hoboken High School is across the street.
 - E. Directly across the street is a two-story industrial structure that was part of this complex in the past.

- F. Continuing down the street are residential structures that are five-and-a-half stories high; and one that is 7 stories high.
- G. On the opposite side of Grand Street are four and five-story residential structures.
- H. An A&P Supermarket is located a block to the south and a CVS drug store a little to the north.
- I. Columbus Homes, a seven-story housing development is located nearby.
- J. The proposed development is for the rehabilitation and expansion of the structure to accommodate the residential reuse.
- K. The proposed commercial use will need a variance because the maximum square footage area is 1,000 square feet and this proposal is for a commercial use area of 2,375 square feet.
- L. The site is in the R-2 Zone. The purpose of the R-2 Zone is to facilitate the conversion of non-residential uses to residential space and to reinforce the residential characteristic of the district by restricting uses and structures not compatible with district objectives. He opined that this project meets the intent of the Master Plan.
- M. The applicant is seeking a density variance for the 68 proposed units as 58 is the maximum permitted. He opined that the building is well-suited to accommodate the additional units because of the size of the structure and because the applicant is providing family-friendly units. The Board finds this building reflects Hoboken's past. Its preservation maintains the City's character. Permitting the applicant to make full use of the existing bulk of the building was critical to ensure its preservation.
- N. The applicant will need height variances for the number of feet and the number of stories.
- O. The lot coverage non-conformity is pre-existing at 100% and will remain at 100%. Since portions of the

building are being demolished and reconstructed, a new lot coverage variance will also be needed.

- P. The demolition and reconstruction of parts of the building will also trigger front yard, roof coverage, and service area commercial use variances. There will be no negative impact for approving the C2 variances.
 - Q. The roof coverage is 70.1 percent which is the result of the decks, private roof terraces and the communal roof space. It will provide for recreational space that would lessen the impact on Columbus Park or other open spaces which will be a benefit.
 - R. The Master Plan supports cultural, social, economic and architectural history. He opined that this proposal will do so by rehabbing and converting the building to a permitted use rather than demolishing it and starting fresh on this site.
 - S. Once the building is renovated, the applicant will provide a historic plaque to recognize the historic significance of the building.
 - T. The proposed building will be in character with the other surrounding buildings relative to height and size.
 - U. The parking area will all be within the building and well hidden from the streetscape.
 - V. The proposal will have "green" elements such as cogeneration of electrical power, a white roof, a green roof, and electric car charging stations.
 - W. All of the units will be ADA adaptable and the lobbies are ADA accessible.
22. The Board determined that the applicant has made a good faith effort to preserve the historic nature of the existing structure while adapting it for residential use as prescribed by the Zone.
23. The Board was pleased that the applicant reduced the density from over a hundred units to 68 family-friendly units.

24. The Board finds the existing building to be unique and attractive.
25. The Board finds the proposed residential development will add to the housing stock of the City of Hoboken.
26. The Board approved this request in reliance on the applicant's willingness and agreement to preserve this building.
- ~~27. The Board finds that in the event the applicant cannot preserve this structure and the building has to be demolished, all of the variance relief granted is void.~~
28. The Board finds that the applicant must provide ten percent (10%) of the units as affordable housing units.
29. The Board found the height of the proposed building to be consistent with the other buildings in the neighborhood. There are no substantial negative impacts arising from the proposal and will not impinge on the light, air, or privacy of the surrounding property owners.
30. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board determined that the applicant's Preliminary Site Plan pursuant to N.J.S.A. 40:55D-46 was found to be sufficient and the Board approved the applicant's request; and

WHEREAS, the Board has determined that the application has met the requirements of N.J.S.A. 40:55D-70 (d)(6) because the building is an existing building that is being reused, the preservation of the building drives the need to obtain a height variance for the number of feet and the number of stories. The Board found that the building is consistent with the height and size of other buildings in the neighborhood (d)(6) as described in N.J.S.A. 40:55D-2 (a) "To encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner which will promote the public health, safety, morals, and general welfare;" and

WHEREAS, the Board has determined that the application has met the requirements of N.J.S.A. 40:55D-70 (d)(5) because the Board finds that the increase in density because the building is well-suited to accommodate the additional units and increase in permitted density

because of the size and structure and although not technically a historic site, by reusing the building preserves the historic significance as described in N.J.S.A. 40:55D-2 (j) "To promote the conservation of historic sites and districts, open space, energy resources and valuable natural resources in the State and to preserve urban sprawl and degradation of the environment through improper use of land;" and

WHEREAS, the Board finds that the adaptive reuse of the mass of the buildings drives the need for the density variance; and

WHEREAS, the Board has determined that the application has met the requirements of N.J.S.A. 40:55D-70 (c)(2) because the Board found that the building will be attractive, the proposed terraces and recreational space will lessen the impact in the nearby public parks, and the applicant is providing family friendly residential units that will improve the housing stock of the City of Hoboken as described in N.J.S.A. 40:55D-2 (i) "To promote a desirable visual environment through creative development techniques and good civic design;" and

WHEREAS, the Board found that the Gold LEED Certification of the building will be a benefit in providing "green" elements such as cogeneration of electrical power, a white roof, a green roof, and electric car charging stations as described in N.J.S.A. 40:55D-2 (n) "To promote utilization of renewable energy resources; and

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact to surrounding property and the benefits outweigh any detriments caused by the additional height and number of stories of the structure; and

WHEREAS, the Board has determined that the relief sought does not impair the intent and purpose of the Master Plan or Zoning Ordinance of the City of Hoboken.

NOW, THEREFORE, BE IT RESOLVED by the Board of Adjustment of the City of Hoboken, in the County of Hudson and State of New Jersey, on the 20th day of January 2015, upon a motion made by Philip Cohen and seconded by Michael DeFusco that the application of Wonderlofts, LLC be granted, subject to the following terms and conditions:

1. The applicant shall be bound by all exhibits introduced, all representations made and all testimony given before the Board at its meetings of September 23, 2014, October 21, 2014, December 9, 2014 and January 20, 2015.

-
2. The applicant shall provide all required Site Performance Bond and Inspection Fees in accordance with the Municipal Ordinance.
 3. The applicant will have three (3) years from the date of this Resolution to obtain a building permit.
 4. The applicant shall be responsible for obtaining any other approvals or permits from other governmental agencies, as may be required by law, including but not limited to the Municipality's and State's affordable housing regulations; and the applicant shall comply with any requirements or conditions of such approvals or permits.
 5. The applicant must comply with the Development Fee Ordinance of the City of Hoboken, if applicable, which Ordinance is intended to generate revenue to facilitate the provision of affordable housing.
 6. This approval is subject to the applicant's continuing obligation to ensure that the fees generated on this application by the Board's Planner, Engineer, and Attorney are fully paid prior to the issuance of a building permit and/or the issuance of the Certificate of Occupancy.
 7. The applicant promised to preserve the super structure and the exterior of this historic structure. The Board expressed its concern that the building may not survive the construction phase, and the Board was clear that it would not have granted this many residential units, if the applicant was not preserving this building. So in the event that any portion of the building has to be demolished or lost during construction, this approval will be rendered null and void.

The Board was clear that if that occurs, the applicant will have no entitlement to any of the granted variances and the applicant will have to seek a wholly new relief owing to the changed circumstances.

8. The applicant is to provide six (6) affordable housing units as required by the Ordinance, Section 65A-2, and the applicant is to submit the plan and any other associated fees to the Development Director and to the City's affordable housing expert for her approval.

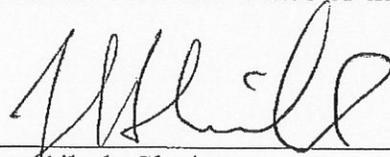
-
9. The applicant is to provide structural engineering details, including test borings, to support the testimony that the building can be saved to the Board's Engineer for his review and approval at the time of submission for final approval.
 10. The applicant is to comply with the Board's professional letters in this matter, as well as the combined list of open items which is to be attached to the Resolution as Exhibit "A".
 11. The applicant is to ask the Governing Body for permission to provide a loading zone on Clinton Street.
 12. The sidewalk is to be improved as described to the Board and will include the landscape as shown and the planting of street trees subject to the Shade Tree Commission's approval.
 13. A water tower is to be constructed and maintained. The Board understands that it might be used to provide for the building's greywater needs.
 14. The plan is to be revised to show the recycling details.
 15. The parking spaces are limited to the use of the building's occupants and guests.
 16. A plaque is to be attached to the building describing the historic nature of the structure and providing some details about its earlier use.
 17. The applicant is to provide an adequate pedestrian safety system to be reviewed and approved by the Board's Engineer and Planner.
 18. The applicant is to petition the Governing Body for permission to install an LED lighting strip across the sidewalk to alert pedestrians of exiting vehicles.
 19. Publication of a notice of this decision must be published by the applicant in one of the City's officially designated newspapers. A copy of the published notice shall be provided to the Board's Secretary no later than thirty (30) days from the date of memorialization.

VOTE ON ROLL CALL:

IN FAVOR: Elliot Greene; Michael DeFusco; Antonio Grana;
Carol Marsh; Diane Fitzmyer Murphy; Philip Cohen;
James Aibel

OPPOSED: None

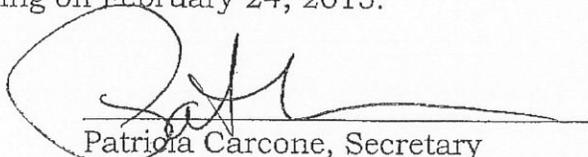
BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the applicant, Zoning Officer and Tax Office of the City of Hoboken.



James Aibel, Chairman
Hoboken Zoning Board of Adjustment

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution approved January 20, 2015 and duly adopted as to form by the Zoning Board at its regular meeting on February 24, 2015.



Patricia Carcone, Secretary
Hoboken Zoning Board of Adjustment

Exhibit "A"

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO AIR SYSTEMS MAINTENANCE, INC. FOR THE PROVISIONS OF HVAC (TRANE) MAINTENANCE AND REPAIR SERVICES FOR THE POLICE DEPARTMENT AND MULTI-SERVICE CENTER IN ACCORDANCE WITH THE CITY'S BID NO. 16-08 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$11,575.00

WHEREAS, bids were received for HVAC (Trane) Maintenance and Repair Service Provider for the Police Department and Multi-Service Center, as specified in Bid Number 16 - 08; and,

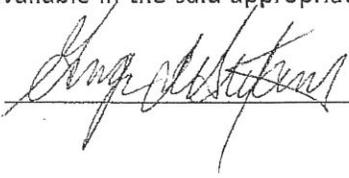
WHEREAS, three (3) bids were received,

<u>VENDOR</u>	<u>TOTAL BID</u>
1. Air Systems Maintenance, Inc. 719 Jefferson Avenue Kenilworth, NJ 07033	<u>\$11,575.00</u> Parts Mark-up: 30% Emergency Call Hourly Rates: Foreman: \$105.00 Journeyman: \$105.00
2. F&G Mechanical 348 New County Road Secaucus, NJ 07094	<u>\$23,353.00</u> Parts Mark-up: 15% Emergency Call Hourly Rates: Foreman: \$98.00 Journeyman: \$65.00
3. TM Brennan Contractors, Inc. 3505 Route 94 Hamburg, NJ 07419	\$20,000.00 Parts Mark-up: \$20% Emergency Call Hourly Rates: Foreman: \$85.00 Journeyman: \$83.00

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to enter into a one year contract for the goods and services specified in Bid No. 16 - 08, and Air Systems Maintenance, Inc. submitted the lowest responsible, and responsive bid; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$11,575.00 is available from 6-01-28-377-044 in the 2016 temporary appropriations; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

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

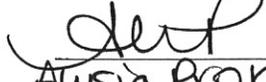
- A. This resolution awards a contract to Air Systems Maintenance, Inc., for Bid No. 16 - 08, in the total amount of Eleven Thousand Five Hundred Seventy Five Dollars (\$11,575.00) for HVAC (Trane) Maintenance Service Provider for Police Department and Multi-Service Center; and said contract shall be to Air System Maintenance, Inc. in accordance with the specifications as set forth in Bid No. 16 - 08.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the bid proposal therefore, none will be accepted in performing obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

Meeting date: April 6, 2016

APPROVED:


 Quentin Wiest
 Business Administrator

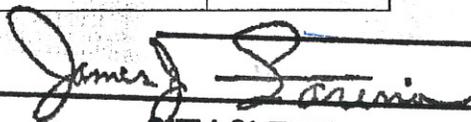
APPROVED AS TO FORM:


 Ausia Proko, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

**A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON:**

APR 06 2016


 CITY CLERK

Budget Account Maintenance

Account: 6-01-28-377-021 Desc: Offices Supplies - Engage Employee Cap Flag:

Accr Type: Sub Chk Accr: OPERATING Class Id 2:

Fund Type: Budget Class Id:

Misc GL Accounts Adopted Budget Detail

Activity To Date:		Current Period:	
Encumber:	.00	Budgeted:	134,629.17
Expended:	.00	Balance:	134,629.17
Trans-In:	.00	Trans-In:	.00
Trans-Out:	.00	Trans-Out:	.00
Reimburse:	.00	YTD Requested:	.00
Cancel:	.00	Requested Balance:	134,629.17

Control Balance: 64,613.72 Control Requested Balance: 61,293.27



April 5, 2016
03:35 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 04/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-28-377-044 HVAC-Public Property	Encumbrance	CFD CERT FOR MEETING 04/06/16 HVAC	11,575.00	1

WARNING: This account would have a negative balance: 6-01-28-377-044. Balance would be: 22,405.40-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	11,575.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	11,575.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	11,575.00
Total:	1	11,575.00

There are warnings in this listing, but can proceed with update.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	11,575.00

Batch: GDS Updated Entries: 1 Updated Amount: 11,575.00 Ref Num: 4065

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: March 30, 2016
To: Quentin Wiest, Business Administrator
Corporation Counsel
From: AL B. Dineros

**Subject: Resolution to Award the Contract for Bid 16 -08 HVAC
(Trane) Maintenance Provider for Police Department and Multi-
Service Center**

Three (3) sealed bids out of nine (9) vendors receiving bid packages was received and opened at City Hall on March 23, 2016.

I reviewed the submitted bid documentations and found no discrepancy in accordance with the published instructions to bidders.

Request a resolution to award the contract to the lowest responsive and responsible bidder. The following information is provided:

<u>Vendor</u>	<u>Bid Proposal</u>
1. Air Systems Maintenance, Inc. 719 Jefferson Avenue Kenilworth, NJ 07033	<u>\$11,575.00</u> Parts Mark-up: 30% <i>Emergency Call Hourly Rates:</i> Foreman: \$105.00 Journeyman: \$105.00

Term of the contract:

The initial term of the contract awarded hereunder shall be for one (1) year from the date of contract award, with three (3) separate one (1) year options to extend, both of which options shall be at the sole discretion of the City.

CITY OF HOBOKEN

Bid 16 - 08

**HVAC (TRANE) Maintenance and Repair Service Provider for Police Department
and Multi Service Center**

BID PROPOSAL (Revise 3/4/2016)

Bidders should familiarize themselves with the local conditions affecting the cost of the work and the site of the work. Bidders are required to perform, provide and furnish all of the labor, materials, necessary tools, fees, permits and equipment including transportation services necessary to complete the work outlined at the unit prices indicated below.

ITEM	Quantity	Unit Price	Extended Annual Cost
A. Maintenance Service (scheduled services)	20	\$253.75	\$ <u>5,075.00</u> (A)
C. 1. For the purpose of this bid, assume the total cost of parts to be \$5,000.00. 2. For discount use negative percentage. Mark-Up: <u>30</u> % (<u>30</u> % X \$5,000.00) + (\$5,000)			\$ <u>6,500.00</u> (B)
C. Total Lump Sum Bid (A + B)			\$ <u>11,575.00</u> (C)

Price for Emergency Service: (On call basis)

Foreman: Hourly rate: \$ 105.00

Journeyman: Hourly rate: \$ 105.00

Notes:

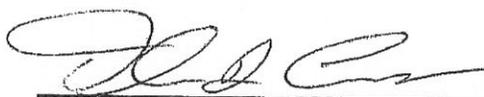
1. These estimates are provided as informational only and the City shall not be obligated to purchase any minimum or maximum number of service hours and/or materials and parts herein described.

2. Vendor will be paid base on the actual parts/materials used and actual maintenance service performed/completed.
3. The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150)

4. TERM OF CONTRACT

The initial term of the contract awarded hereunder shall be for one (1) year from the date of contract award, with three (3) separate one (1) year options to extend, both of which options shall be at the sole discretion of the City.

SIGNATURE PAGE



March 24, 2016

Signature

Date

Thomas D. Crozier

Vice President

Print Name

Title/Position

Air Systems Maintenance, Inc.

Bidder/Company

718 Jefferson Avenue, Kenilworth, NJ 07033

Company Address

(908) 241-1555

Telephone #

(908) 241-8111

Fax #

tom@airsystemsmaintenance.com

Email Address

PO Email Address

22-2561 225

Federal Tax ID #

Note: The above individual must be authorized to sign on behalf of company submitting bid proposal.

Vendor will be paid for the actual parts, materials or services used or rendered during the term of the contract; the not to exceed amount is intended to be used as an estimate of the adequate amount of appropriated funds necessary for the one year retention of services, which shall be amended depending on actual work ordered and performed.

6. DEFINITION OF REGULAR HOURS AND OVERTIME HOURS

Regular hours are defined as any hours worked between 8:00 a.m. and 4:30 p.m., Monday through Friday, except federal holidays. Overtime hours are defined as any work performed outside of "Regular hours," which shall include federal holidays.

7. MATERIALS

The City will only pay for materials that have not been authorized and used, and the City shall not pay use or sales tax, nor shall it pay any amounts above the authorized markup percentage in the bid proposal. The City reserves the right to request copies of all wholesale invoices to confirm the costs of parts and materials used and invoiced on behalf of the City.

8. RESPONSE TIME

Vendor shall have the ability to respond to emergency service calls with a maximum two (2) hour on-site response time. Additionally, vendor shall respond with a call back within one (1) hour, and be on site within one (1) additional hour.

Emergency service calls shall be defined as a condition affecting the welfare of the public which cannot wait regular scheduling, and emergencies shall be determined by authorized City officials only.

Vendor shall respond to regular service calls by scheduling work to occur within two business days of receipt of call from the Director of Human Services or his designated representative, and the purchase order number shall have been issued and supplied to contractor prior to the commence of regular work.

NOTE: Vendor must ensure that these response time requirements shall be followed at all times. Each and any failure by contractor will result in a material breach of the contract, for which the City shall be authorized to cancel this contract, seek full reimbursement for its mitigation of damages resulting from the breach, and award the remainder of the contract period to the next lowest bidder.

Phone Numbers (After hours): 1. (908) 241-1555

Phone Numbers (Regular hours): 2. (908) 241-1555

City Of Hoboken

Bid 16 - 08

**HVAC (TRANE) Maintenance and Repair Service Provider for Police Department
and Multi Service Center**

3/30/2016

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Exception/Certification of Compliance	<i>De m</i>
<input checked="" type="checkbox"/>	Bid Proposal	<i>De m</i>
<input checked="" type="checkbox"/>	Appendix B – Americans with Disabilities	<i>TC m</i>
<input checked="" type="checkbox"/>	Affirmative Action Compliance Notice	<i>TC m</i>
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	<i>TC m</i>
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 - Acknowledgement	<i>TC m</i>
<input checked="" type="checkbox"/>	Nuclear – Free Hoboken Ordinance	<i>TC m</i>
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	<i>TC m</i>
<input checked="" type="checkbox"/>	Addenda (um) Forms (where applicable)	<i>TC m</i>
<input checked="" type="checkbox"/>	Prevailing Wage Affidavit	<i>TC m</i>
<input checked="" type="checkbox"/>	Iranian Investment Compliance Form	<i>TC m</i>
<input checked="" type="checkbox"/>	Proof of Business Registration Certificate	<i>TC m</i>

***This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**

**NON-EXCLUSIVE
RIGHT-OF-WAY USE AGREEMENT**

THIS RIGHT-OF-WAY USE AGREEMENT (“Use Agreement”) is dated _____, 2016 (the “Effective Date”), and entered into by and between the City of Hoboken (hereinafter designated as “City”), a New Jersey municipal corporation having its address at 94 Washington Street, Hoboken New Jersey, 07030, and the North Hudson Sewerage Authority, a public body formed under the New Jersey Sewerage Authorities Law, N.J.S.A. 40:14A-1.1 et seq., having its address at 1600 Adams Street, Hoboken, New Jersey 07030 (hereinafter designated as “NHSA”). City and NHSA from time to time shall each be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, NHSA owns the Adams Street Wastewater Treatment Plant (“WWTP”), a regional wastewater treatment facility located at 1600 Adams Street in Hoboken that serves the municipalities of Hoboken, Weehawken, and West New York; and

WHEREAS, the WWTP experienced significant damage during Superstorm Sandy, including damage to certain electrical feeders that power critical facilities within the WWTP; and

WHEREAS, NHSA desires to construct, locate, place, install, operate and maintain the new electrical facilities depicted on the plans attached hereto as Exhibit A (“Electrical Facilities”) within the bed of the Sixteenth Street public right-of-way in front of the WWTP to replace the electrical feeders that were damaged during Superstorm Sandy and to improve the overall electrical distribution system of the WWTP; and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry to grant NHSA the right to use the bed of the Sixteenth Street public right-of-way in front of the WWTP to own, construct, locate, place, install, operate, maintain, relocate, replace, reinstall, and remove the Electrical Facilities; and

WHEREAS, the City has agreed to enter into this Use Agreement pursuant to N.J.S.A. 48:13-11; and

WHEREAS, the consent granted herein is for the non-exclusive use by NHSA of the bed of the Sixteenth Street public right-of-way in front of the WWTP for the purposes set forth herein and for no other purpose whatsoever;

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Parties hereby agree to and with each other as follows:

Section 1. Definitions.

- a. “All Applicable Laws” shall mean applicable laws and regulations of the United States, the State of New Jersey and the City of Hoboken.
- b. “NHSA” is the grantee of rights under this Use Agreement and is known as the North Hudson Sewerage Authority, its successors and assigns.
- c. “Public Utility” means any public utility defined in N.J.S.A. 48:2-13.
- d. “Right-of-Way” means the area devoted to passing under, over, on or through lands with public utility facilities.
- e. “City” is the grantor of rights under this Use Agreement and is known as the City of Hoboken, County of Hudson, State of New Jersey.

Section 2. Grant of Consent.

The City hereby grants NHSA its consent for the non-exclusive use of the bed of the Sixteenth Street public right-of-way in front of the WWTP for the purpose of owning, locating, placing, installing, operating, maintaining, relocating, replacing, reinstalling, and removing the Electrical Facilities. The consent granted herein shall be for the performance of work within City's rights-of-way only as depicted in Exhibit A, and subject to the notification and coordination provisions of Section 4 herein.

Section 3. Termination.

Either Party may terminate this Use Agreement upon forty-five (45) days prior written notice to the other party upon a material default of any material covenant or term hereof by the other party, if such default has not been cured within forty five (45) days of the receipt of such written notice of default; provided such cure period shall be extended if the nature of the cure is such that it reasonably requires more than forty five (45) days and the defaulting party commences the cure within the forty five (45) day period and thereafter continuously and diligently pursues the cure to completion. Provided, however, that the grace period for curing a monetary default shall be ten (10) days from receipt of notice.

Section 4. Project Description.

This Use Agreement shall only entitle NHSA to install its Electrical Facilities within the bed of the Sixteenth Street public right-of-way in front of the WWTP as depicted in Exhibit A. Any construction undertaken for the purposes described herein shall require fifteen (15) days prior written notice by NHSA to the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking, and compliance with All Applicable Laws. NHSA shall provide a written description of the construction to be undertaken, including a construction

schedule and site plan which depicts the intended location of the Electrical Facilities, the WWTP, the Sixteenth Street public right-of-way in front of the WWTP, and any other relevant features, and shall coordinate the timing of the proposed work with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking before scheduling and commencing any construction. Prior to commencing any street closure or excavation work, NHSA or its authorized contractor shall notify and coordinate the planned activities with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking and, in addition to any other permits as may be required by Applicable Law, obtain a road opening permit and/or street closure permit from the City, pay any applicable permits fees, and comply with all requirements of Chapter 168, Article VIII of the Hoboken City Code as the same may be amended from time to time regarding such road opening permits. NHSA shall coordinate any proposed trenching activities to coincide with the City's estimated road opening schedule for Sixteenth Street such that NHSA is required to undertake trenching activities within Sixteenth Street prior to the City undertaking any planned road work. Accordingly, NHSA shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of NHSA's intent to open Sixteenth Street and/or the sidewalk prior to commencing said work to allow the City the opportunity to approve or reject said opening. In accordance with Hoboken City Code 168-60A, NHSA shall not be permitted to trench within Sixteenth Street for a period of sixty (60) months after completion of the City's planned road work.

NHSA shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of the completion of construction. Upon completion of construction and installation of the Electrical Facilities, NHSA shall provide the City Engineer

with two (2) copies of as-built drawings showing the location of the Electrical Facilities, the WWTP, the Sixteenth Street public right-of-way in front of the WWTP, and any other relevant features including any manholes or handholes in the right-of-way.

Section 5. Scope of Use Agreement.

Any and all rights expressly granted to NHSA under this Use Agreement, which shall be exercised at NHSA sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal right-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in NHSA a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to the notification and coordination provisions of Section 4 herein and obtaining the written permission of the owner(s) of affected property, which shall be the sole responsibility of NHSA to undertake and obtain, the City hereby authorizes and permits NHSA to enter upon the City's Sixteenth Street public right-of-way in front of the WWTP to construct, locate, place, install, operate, maintain, relocate, replace, reinstall, and remove the Electrical Facilities.

NHSA, in the performance and exercise of its rights and obligations under this Use Agreement, shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water lines, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the

owner or owners of the affected property or properties, except as permitted by All Applicable Laws.

NHSA acknowledges its willingness to cooperate with the City and its agents for the proper coordination of all work in connection with any planned or future improvements undertaken by the City. NHSA's Electrical Facilities shall be relocated, adjusted or supported as required for any future improvements constructed on behalf of the City (but not by the City for any third party's benefit) in the public rights-of-way by NHSA at no cost to the City. In the event that NHSA desires to relocate its Telecommunications Facilities from the areas depicted in Exhibit A, the City agrees that it will use its best efforts to accommodate NHSA's relocation request.

Whenever the installation, removal, repair or relocation of NHSA's Electrical Facilities is required or permitted and such installation, removal, repair or relocation shall cause the public rights-of-way to be damaged, NHSA, at its sole cost or expense shall promptly repair and return the public rights-of-way to their condition as of the day of the installation of the Electrical Facilities, subject to normal wear and tear and damage beyond NHSA's control. If NHSA does not repair the public rights-of-way as required, the City shall have the option, upon thirty (30) days written notice to NHSA to perform or cause to be performed such reasonable and necessary work on behalf of NHSA and to charge NHSA for the reasonable costs incurred by the City. Upon the receipt of the demand for payment, NHSA shall promptly reimburse the City for such cost within ten (10) days of receipt of an invoice. NHSA shall be liable for any and all reasonable costs and fees associated with reimbursement, including, but not limited to, interest at prevailing rates if the City is not paid within ten (10) days of receipt of an invoice by NHSA.

Whenever NHSA's Electrical Facilities are modified, NHSA shall provide the City with a revised Exhibit A which depicts the modifications to the Electrical Facilities.

Section 6. Compliance with All Applicable Laws.

NHSA shall comply with All Applicable Laws, including those ordinances that may be adopted by the City pertaining to the installation of utilities in the public rights-of-way, as well as existing and future ordinances regulating street openings, street closures and other permitted activities in the public rights-of-way.

Section 7. Municipal Costs.

NHSA agrees to pay the reasonable costs incurred by the City by reason of NHSA's application to install its Electrical Facilities within the public right-of-way, including, but not limited to, the City's reasonable engineering review fees, and attorneys' fees for the negotiation and preparation of this Use Agreement and the accompanying Resolution authorizing its execution in the amount of \$750.00. In consideration of the foregoing NHSA also agrees to pay the following sums to the City:

7.1 \$500 administrative fee for the submission of any subsequent modified or expanded occupancy application for areas not shown in Exhibit A. At the time of the submittal of any subsequent modified or expanded occupancy application for areas not shown in Exhibit A, NHSA shall also submit to the City an updated Exhibit A which depicts NHSA's existing and proposed modified or expanded occupancy. NHSA acknowledges that it must adhere to the notification, coordination and permitting requirements set forth in Sections 4, 5 and 6 herein.

Section 8. Duration of Consent.

This Use Agreement shall be effective as of the Effective Date and shall extend for an initial term of twenty-five (25) years commencing on the Effective Date. This Agreement shall

automatically be extended for five (5) additional five (5) year terms unless NHSA terminates it at the end of the then current term by giving the City written notice of the intent to terminate at least six (6) months prior to the end of the then current term

Section 10. Indemnification.

NHSA, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of NHSA, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful or intentional misconduct of the City or its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, it being expressly understood that the City has not waived its rights or immunities pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be reasonably incurred by the City in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with the activities of NHSA, its successors and assigns, pursuant to the rights granted in this Use Agreement.

Section 10. Notices.

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To NHSA at: North Hudson Sewerage Authority
1600 Adams Street
Hoboken, New Jersey 07030

To City: City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attn: Municipal Clerk

With a copy to: Office of Corporation Counsel
94 Washington Street
Hoboken, NJ 07030

Section 11. Liability Insurance.

NHSA shall at all times maintain at its own cost and expense a commercial general liability or excess liability insurance policy with a combined single limit of at least Five Million Dollars (\$5,000,000.00) insuring NHSA for liability for any bodily injury (including death) and property damage including personal and advertising injury and indicating the City as an additional insured as their interests may appear under this agreement. NHSA shall obtain and maintain at all times during the term of this Use Agreement workers compensation insurance in compliance with the statutory requirements of the State of New Jersey and employer's liability insurance in an amount of Five Hundred Thousand Dollars (\$500,000.00) each accident/disease/policy limit.

Prior to the commencement of any work pursuant to this Use Agreement, NHSA shall file with the City Certificates of Insurance evidencing the coverages required herein. NHSA shall use its best efforts to assure that the City shall receive thirty (30) days notice prior to the cancellation of the policies of insurance required herein. NHSA will provide the City with proof

of the renewal of each of the policies required herein during the term of this Use Agreement and any extension.

The City shall notify NHSA within fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of NHSA's or its sub-contractors', agents', employees', officers', servants', designees', guests' and invitees' activities pursuant to the rights granted in this Use Agreement.

Section 12. Assignment.

NHSA may not sell, assign or transfer this Use Agreement without the prior express written consent of the City.

Section 13. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

Section 14. Governing Law; Jurisdiction.

This Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without reference to its conflict of law principles. If suit is brought by a Party to this Use Agreement, the Parties agree that trial of such suit shall be vested exclusively in the state courts of New Jersey in Hudson County or the United States District Court for the District of New Jersey.

Section 15. Prior Agreements.

This Use Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 16. Modification of Agreement.

This Use Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the Party against whom enforcement thereof is sought.

Section 17. Exhibits

All exhibits referred to in this Use Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly executed amendment to this Use Agreement are incorporated in this Use Agreement by referenced and are deemed a part of this Use Agreement.

Section 18. Headings

The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 19. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Use Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

Section 20. Notice of Displacement

To the extent that the City has actual knowledge of the displacement of NHSA's Electrical Facilities, it will inform NHSA upon learning of same.

Section 21. Consent Criteria

In the case where approval or consent of one Party is required, requested or otherwise to be given under this Use Agreement, the party providing approval or consent shall not unreasonably delay, condition or withhold its approval or consent. However, both Parties recognize that formal action by the City to give its approval or consent may require the approval of the governing body of the City.

Section 22. Waiver of Breach

The waiver by either Party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of this Use Agreement.

Section 23. Representations and Warranties.

Each of the Parties to this Use Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations.

Section 24. Entire Agreement

This Use Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

Section 25. Counterparts.

This Use Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

**NORTH HUDSON SEWERAGE
AUTHORITY**

Witness

Print Name: _____

Print Name: _____

Dated: _____

Dated: _____

CITY OF HOBOKEN

Witness

Print Name: _____
Mayor

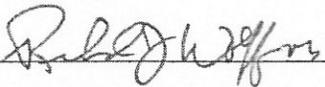
Print Name: _____
City Clerk

Dated: _____

Dated: _____

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

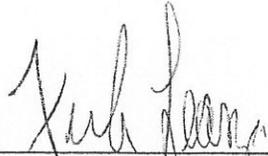
**NORTH HUDSON SEWERAGE
AUTHORITY**

 _____

Print Name: RICHARD J. WOLFF, Ph.D.

Dated: 3/8/16

Witness

 _____

Print Name: FRANK MORANZA

Dated: 3/8/16

CITY OF HOBOKEN

Witness

Print Name: _____
Mayor

Dated: _____

Print Name: _____
City Clerk

Dated: _____

Contract Documents
for the Construction of the

ELECTRICAL FEEDER REPLACEMENT PROJECT

NORTH HUDSON SEWERAGE AUTHORITY
ADAMS STREET WWTP

DRAWINGS

VOLUME 2 OF 2

HOBOKEN, NEW JERSEY
HUDSON COUNTY



CONTACT: DORIS ALEJANDRO
OMI, INC.
1600 ADAMS STREET
HOBOKEN, NJ 07030
201-795-1411



PROJECT NO. 432899.D2.00.00.00

SEPTEMBER 2015



LOCATION MAP
NTS
ADAMS STREET WWTTP
1600 ADAMS STREET
HOBOKEN, NJ 07030



HOBOKEN
NEW JERSEY
VICINITY MAP
NTS

INDEX TO DRAWINGS

SHEET **DRAWING**
NUMBERS **NUMBERS** **DESCRIPTION**

GENERAL

- 0 G-00 COVER
- 1 G-01 LOCATION AND VICINITY MAPS AND INDEX TO DRAWINGS
- 2 G-02 ABBREVIATIONS
- 3 G-03 ABBREVIATIONS (CONT.) SYMBOLS AND GENERAL DESIGNATIONS
- 4 G-04 CIVIL LEGEND
- 5 G-05 ELECTRICAL LEGEND

CIVIL

- 6 C-01 EXISTING SITE PLAN
- 7 C-02 EXISTING SUBSURFACE CONDITIONS
- 8 C-03 SITE DEMOLITION AND RESTORATION PLAN
- 9 C-04 EROSION CONTROL PLAN
- 10 C-05 EROSION CONTROL DETAILS
- 11 C-06 SITE DETAILS
- 12 — NOT USED

ELECTRICAL

- 13 E-01 SINGLE LINE DIAGRAM - FEEDER DEMOLITION
- 14 E-02 SINGLE LINE DIAGRAM - NEW FEEDERS
- 15 E-03 DUCTBANK PLAN AND SECTIONS - PREFERRED FEEDERS
- 16 E-04 DUCTBANK PLAN AND SECTIONS - ALTERNATE FEEDERS
- 17 E-05 INTERIOR RACEWAY PLAN - SOLIDS PROCESSING BUILDING
- 18 E-06 INTERIOR RACEWAY PLAN - MAIN SWITCHGEAR ROOM
- 19 E-07 INTERIOR RACEWAY PLAN - TRICKLING FILTER PUMP STATION
- 20 E-08 INTERIOR RACEWAY PLAN - SLUDGE PUMP STATION
- 21 E-09 INTERIOR RACEWAY PLAN - SECONDARY CLARIFICATION / FILTRATION AND DISINFECTION BUILDING
- 22 E-10 INTERIOR RACEWAY PLAN - LV BUILDING
- 23 E-11 INTERIOR RACEWAY PLANS - ADMINISTRATION / MAINTENANCE BUILDING AND PRELIMINARY FACILITY BUILDING
- 24 E-12 MAIN SWITCHGEAR AND MOTOR CONTROL CENTER - FRONT ELEVATIONS
- 25 E-13 ELECTRICAL MANHOLE DETAILS
- 26 E-14 ELECTRICAL DETAILS I
- 27 E-15 ELECTRICAL DETAILS II

REFERENCE DRAWINGS

- 28 R-01 REFERENCE DRAWING - SHEETS 1 OF 2
- 29 R-02 REFERENCE DRAWING - SHEETS 2 OF 2

ch2m

GENERAL
LOCATION MAPS AND
VICINITY MAPS AND
INDEX OF DRAWINGS

NORTH HUDSON SEWERAGE AUTHORITY
ADAMS STREET WWTTP
ELECTRICAL FEEDER REPLACEMENT
HOBOKEN, NEW JERSEY

DATE: SEPTEMBER 2013
PROJ: 432399
DWG: G-01
SHEET: 1 OF 25

VERIFY SCALE
1" = 100'-0" (AS SHOWN)
DATE: SEPTEMBER 2013
PROJ: 432399
DWG: G-01
SHEET: 1 OF 25

REVISION
NO. DATE BY APPR. CHECKED BY
1 10/1/13 J.P. J.P. J.P. J.P.
2 10/1/13 J.P. J.P. J.P. J.P.
3 10/1/13 J.P. J.P. J.P. J.P.
4 10/1/13 J.P. J.P. J.P. J.P.
5 10/1/13 J.P. J.P. J.P. J.P.
6 10/1/13 J.P. J.P. J.P. J.P.
7 10/1/13 J.P. J.P. J.P. J.P.
8 10/1/13 J.P. J.P. J.P. J.P.
9 10/1/13 J.P. J.P. J.P. J.P.
10 10/1/13 J.P. J.P. J.P. J.P.
11 10/1/13 J.P. J.P. J.P. J.P.
12 10/1/13 J.P. J.P. J.P. J.P.
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22 10/1/13 J.P. J.P. J.P. J.P.
23 10/1/13 J.P. J.P. J.P. J.P.
24 10/1/13 J.P. J.P. J.P. J.P.
25 10/1/13 J.P. J.P. J.P. J.P.
26 10/1/13 J.P. J.P. J.P. J.P.
27 10/1/13 J.P. J.P. J.P. J.P.

PROJECT NO. 432399
DRAWING NO. G-01
SHEET NO. 1 OF 25
DATE: SEPTEMBER 2013
PROJECT: ADAMS STREET WWTTP ELECTRICAL FEEDER REPLACEMENT
LOCATION: HOBOKEN, NEW JERSEY
SCALE: 1" = 100'-0" (AS SHOWN)
DRAWN BY: J.P.
CHECKED BY: J.P.
DATE: 10/1/13

GENERAL SITE NOTES:

- SOURCE OF TOPOGRAPHY AND SUBSURFACE CONDITIONS SHOWN ON THE CIVIL PLANS ARE BASE MAPS PROVIDED BY GDD CORPORATION, 14 KANONISE, R.F. NEW JERSEY. EXISTING CONDITIONS MAY VARY FROM THOSE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND ADJUST WORK PLAN ACCORDINGLY PRIOR TO BEGINNING CONSTRUCTION.
- EXISTING TOPOGRAPHY, STRUCTURES, AND SITE FEATURES ARE SHOWN SCREENED AND/OR LIGHT-LINED. NEW FINISH GRADE, STRUCTURES, AND SITE FEATURES ARE SHOWN HEAVY-LINED.
- HORIZONTAL DATUM: NAD 83-CORS, NEW JERSEY ZONE 2000.
- VERTICAL DATUM: PLANT DATUM (INDVD 29 + 100 FT).
- MAINTAIN, RELOCATE, OR REPLACE EXISTING SURVEY MONUMENTS, CONTROL POINTS, AND STAKES WHICH ARE DISTURBED OR DESTROYED. PERFORM THE WORK TO PRODUCE THE SAME LEVEL OF ACCURACY AS THE ORIGINAL MONUMENT(S) IN A TIMELY MANNER, AND AT THE CONTRACTOR'S EXPENSE.
- PROVIDE TEMPORARY FENCING AS NECESSARY TO MAINTAIN SECURITY AT ALL TIMES.
- ELEVATIONS GIVEN ARE TO FINISH GRADE UNLESS OTHERWISE SHOWN.
- SLOPE UNIFORMLY BETWEEN CONTOURS AND SPOT ELEVATIONS SHOWN.
- UNLESS SHOWN ON THE LANDSCAPING PLANS, ALL DISTURBED AREAS NOT RECEIVING A HARD SURFACE SHALL BE COVERED WITH GRASS.
- DESIGN FLOOD ELEVATION (DFE) = EL. 117.10 (BASED ON FEMA ADVISORY BASE FLOOD ELEVATION + 3 FEET).
- GROUNDWATER ELEVATION = VARIABLE (EL. 100 BASED ON HISTORICAL DATA AVERAGE).

GENERAL NOTES:

- WORK SHALL BE COMPLETED DURING THE HOURS PER SPECIFICATION 0150 CONSTRUCTION. FACILITIES AND CONTROLS IF IT SHALL BECOME ABSOLUTELY NECESSARY TO PERFORM WORK AT NIGHT OR IF REQUIRED BY THE SPECIAL CONDITIONS, THE ENGINEER AND MUNICIPALITY SHALL BE INFORMED IN ADVANCE AND PERMISSION GRANTED. GOOD LIGHTING AND ALL OTHER NECESSARY FACILITIES FOR PROPER EXECUTION AND INSPECTION OF THE WORK SHALL BE PROVIDED. THE CONTRACTOR SHALL ALSO COMPLY WITH ALL STATE AND LOCAL LAWS GOVERNING HOURS DURING WHICH CONSTRUCTION EQUIPMENT MAY BE OPERATED.
- THE CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF CLEANING TRUCKS AND/OR OTHER EQUIPMENT OF MUD PRIOR TO LEAVING THE WORK AREA RIGHT-OF-WAY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CLEAN STREETS AND ROADS OF MUD AND/OR ALLAY DUST AND TO TAKE WHAT-EVER MEASURES NECESSARY TO INSURE THAT THE STREETS AND ROADS ARE KEPT IN A CLEAN, DUST FREE CONDITION AT ALL TIMES.
- AVAILABLE INFORMATION AS TO THE LOCATION OF EXISTING SUBSTRUCTURES AND UTILITIES HAS BEEN COLLECTED FROM VARIOUS SOURCES, AND THEIR LOCATIONS ARE ONLY APPROXIMATE. THE RESULTS OF SUCH INVESTIGATIONS, AS MAY BE SHOWN ON THE CONTRACT DRAWINGS, ARE NOT GUARANTEED AS TO ACCURACY. ALL EXISTING UTILITIES ARE SHOWN FOR INFORMATION ONLY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, SIZE AND TYPE OF ALL UTILITIES BEFORE COMMENCING WORK AND FOR ANY DAMAGES WHICH OCCUR BY FAILURE TO LOCATE OR PRESERVE THESE UNDERGROUND UTILITIES. IF DURING CONSTRUCTION OPERATIONS THE CONTRACTOR SHOULD ENCOUNTER UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND TAKE NECESSARY AND PROPER STEPS TO PROTECT THE FACILITY AND ASSURE THE CONTINUANCE OF SERVICE.
- ANY ITEM DAMAGED DUE TO CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW MATERIAL, AT THE CONTRACTOR'S EXPENSE, IN ACCORDANCE WITH OWNER REQUIREMENTS.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WHO HAVE FACILITIES WITHIN THE PROJECT LIMITS 72 HOURS PRIOR TO ANY CONSTRUCTION IN THE VICINITY OF THE UTILITY AND SHALL COMPLY WITH ALL CURRENT MARKOUT REQUIREMENTS OF THE NEW JERSEY ONE CALL SYSTEM.
- UTILITY POLES SHALL BE PROTECTED IN ACCORDANCE WITH THE UTILITY OWNERS' REGULATIONS.
- EXCAVATIONS OR TRENCHING WITHIN CLOSE PROXIMITY TO UNDERGROUND FACILITIES OR UTILITY POLES WILL REQUIRE PROTECTION TO PREVENT DAMAGE OR INTERRUPTION OF SERVICE TO UNDERGROUND FACILITIES. THE COST TO PROVIDE THIS PROTECTION SHALL BE BORNE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS OF THE "HIGH VOLTAGE PROXIMITY ACT".
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT EXISTING THURST BLOCKS WHICH ARE RESTRAINING EXISTING UTILITIES. EXISTING THURST BLOCKS SHALL NOT BE UNDERMINED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL EXCAVATED MATERIAL IN AN APPROVED MANNER TO AN APPROVED OFF-SITE LOCATION AT NO ADDITIONAL COST TO THE AUTHORITY.
- CONTRACTOR SHALL COMPLY WITH ALL LOCAL, COUNTY AND STATE REGULATIONS PERTAINING TO THE CLOSING OF PUBLIC STREETS TO TRAFFIC DURING CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT ALL BUILDING STRUCTURES, ROADS, PIPELINES, TREES, SHRUBBERY, GRASS AREAS, SIDEWALKS, CURBS, ETC. DURING THE PROGRESS OF THE WORK AND SHALL REMOVE DAILY FROM THE SITE ALL DEBRIS AND UNUSED MATERIALS. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL RESTORE THE SITE AS NEARLY AS POSSIBLE TO ITS ORIGINAL CONDITION. CONSTRUCTION SHALL REPLACE IN KIND ALL STRUCTURES, ROADS, PIPELINES, TREES, SHRUBBERY, GRASS AREAS, SIDEWALK, CURBS, ETC. THAT ARE DAMAGED DURING CONSTRUCTION ACTIVITIES, AT NO ADDITIONAL COST TO THE OWNER.
- ALL TRENCHES SHALL BE BACKFILLED WITHOUT DELAY. OPEN TRENCHES SHALL BE KEPT TO A MINIMUM. OPEN TRENCHES SHALL BE STEEL PLATED AT THE END OF EACH WORK DAY. UPON BACKFILLING OF TRENCHES THE CONTRACTOR SHALL CLEAN SURROUNDING AREAS BY SWEEPING, VACUUMING, SHOVELING OR OTHER METHODS APPROVED BY ENGINEER.
- RESTORATION, INCLUDING THE REMOVAL OF EXCAVATED MATERIAL, SHALL BE PERFORMED AND COMPLETED ON A DAILY BASIS. ALL ROADS SHALL BE PASSABLE TO VEHICULAR TRAFFIC AT THE END OF EACH WORK DAY. THIS RESTORATION SHALL BE PERFORMED AT NO ADDITIONAL COST TO THE OWNER.
- ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF HOBOKEN, HUDSON COUNTY, AND NEW JERSEY DEPARTMENT OF TRANSPORTATION (NJDOT) UNLESS OTHERWISE APPROVED BY THE ENGINEER.

GENERAL YARD PIPING AND UTILITIES NOTES:

- EXISTING UNDERGROUND UTILITIES OBTAINED FROM AS-BUILTS AND FROM FIELD SURVEY. CONTRACTOR SHALL FIELD VERIFY DEPTH AND LOCATION PRIOR TO EXCAVATION. PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION.
- EXISTING PIPING AND EQUIPMENT ARE SHOWN SCREENED AND/OR LIGHT-LINED. NEW PIPING AND EQUIPMENT ARE SHOWN HEAVY-LINED.
- FOR TRENCHING AND BACKFILL, SEE SITE DETAIL SHEETS.
- FOR SURFACE RESTORATION SEE DETAIL (S123-115).
- MINIMUM ALLOWABLE CLEARANCE BETWEEN PIPES AT CROSSINGS SHALL BE 3". CONTROLLED DENSITY FILL SUPPORT IS REQUIRED AS SHOWN ON (S123-120).
- CONTRACTOR SHALL CONDUCT TEST FITS ALONG PROPOSED ROUTE FOR ELECTRICAL, DUCTBANK AND MANHOLES PRIOR TO WORK TO CONFIRM EXISTING SUBSURFACE CONDITIONS PRESENTED IN CIVIL DRAWINGS. TEST FITS IN AREAS OF FINISHED CONCRETE AND ASPHALT SHALL BE VACUUM EXTRACTION TYPE (PER A305M-02).

CIVIL LEGEND

EXISTING	THIS CONTRACT	DESCRIPTION
(Symbol)	(Symbol)	SPOT ELEVATION
(Symbol)	(Symbol)	CONTOUR LINE
(Symbol)	(Symbol)	EMBANKMENT AND SLOPE
(Symbol)	(Symbol)	DRAINAGEWAY OR DITCH
(Symbol)	(Symbol)	CATCH BASIN OR WILET
(Symbol)	(Symbol)	TRENCH DRAIN
(Symbol)	(Symbol)	SIGN
(Symbol)	(Symbol)	MANHOLE
(Symbol)	(Symbol)	UNKNOWN MANHOLE
(Symbol)	(Symbol)	SANITARY CLEANOUT
(Symbol)	(Symbol)	SANITARY CLEANOUT
(Symbol)	(Symbol)	MONITORING WELL
(Symbol)	(Symbol)	ELECTRICAL MANHOLE
(Symbol)	(Symbol)	ELECTRIC HANDHOLE
(Symbol)	(Symbol)	POST OR GUARD POST
(Symbol)	(Symbol)	GUY ANCHOR
(Symbol)	(Symbol)	FIRE HYDRANT
(Symbol)	(Symbol)	UTILITY POLE
(Symbol)	(Symbol)	LIGHT POLE
(Symbol)	(Symbol)	WATER VALVE
(Symbol)	(Symbol)	BENCH MARK
(Symbol)	(Symbol)	SURVEY CONTROL POINT OR POINT OF INTERSECTION
(Symbol)	(Symbol)	BRUSH/TREE LINE
(Symbol)	(Symbol)	TREE
(Symbol)	(Symbol)	PROPERTY LINE
(Symbol)	(Symbol)	CENTER LINE, BUILDING, ROAD, ETC.
(Symbol)	(Symbol)	STAGING OR WORK AREA LIMITS
(Symbol)	(Symbol)	STRUCTURE, BUILDING OR FACILITY
(Symbol)	(Symbol)	LOCATION POINT - COORDINATES
(Symbol)	(Symbol)	BORING LOCATION AND NUMBER
(Symbol)	(Symbol)	TEST PIT LOCATION AND NUMBER
(Symbol)	(Symbol)	PEZOMETER LOCATION AND NUMBER
(Symbol)	(Symbol)	DEMOLITION
(Symbol)	(Symbol)	STRUCTURE, BUILDING OR FACILITY
(Symbol)	(Symbol)	GRAVEL SURFACING

CIVIL LEGEND CONTINUED

(Symbol)	(Symbol)	CONCRETE PAVEMENT
(Symbol)	(Symbol)	CURB
(Symbol)	(Symbol)	CURB AND GUTTER
(Symbol)	(Symbol)	SINGLE SWING GATE
(Symbol)	(Symbol)	DOUBLE SWING GATE
(Symbol)	(Symbol)	SLIDING GATE
(Symbol)	(Symbol)	GUARD RAIL
(Symbol)	(Symbol)	CHAIN LINK FENCE

LINE LEGEND

Gas Line	(Symbol)	(Symbol)	(Symbol)	(Symbol)
Known Line	(Symbol)	(Symbol)	(Symbol)	(Symbol)
Survey Line	(Symbol)	(Symbol)	(Symbol)	(Symbol)
Water Line	(Symbol)	(Symbol)	(Symbol)	(Symbol)
Communication Line	(Symbol)	(Symbol)	(Symbol)	(Symbol)
Wall Line	(Symbol)	(Symbol)	(Symbol)	(Symbol)
Existing Process Line	(Symbol)	(Symbol)	(Symbol)	(Symbol)
Existing Drainage Line	(Symbol)	(Symbol)	(Symbol)	(Symbol)
Existing Sanitary Line	(Symbol)	(Symbol)	(Symbol)	(Symbol)

EROSION CONTROL LEGEND

COVER PRACTICES	SYMBOLS
TEMPORARY SEEDING	(Symbol)
MULCHING AND MATTING	(Symbol)
CLEAR PLASTIC COVERING	(Symbol)
BUFFER ZONES	(Symbol)
PERMANENT SEEDING AND PLANTING	(Symbol)
CONSTRUCTION ENTRANCE	(Symbol)
INTERCEPTOR DIKE	(Symbol)
INTERCEPTOR SWALE	(Symbol)
CHECK DAMS	(Symbol)
OUTLET PROTECTION / RIPRAP	(Symbol)
FILTER FENCE	(Symbol)
STRAIN BALE BARRIER (BIOPILTER)	(Symbol)
SEDIMENT TRAP (OR SUMP)	(Symbol)
SEDIMENT POND OR BASIN	(Symbol)
INLET PROTECTION	(Symbol)
PORTABLE SEDIMENT TANK	(Symbol)

GENERAL NOTE:

- THIS IS A STANDARD LEGEND SHEET. THEREFORE, NOT ALL OF THE INFORMATION SHOWN MAY BE USED ON THIS PROJECT.

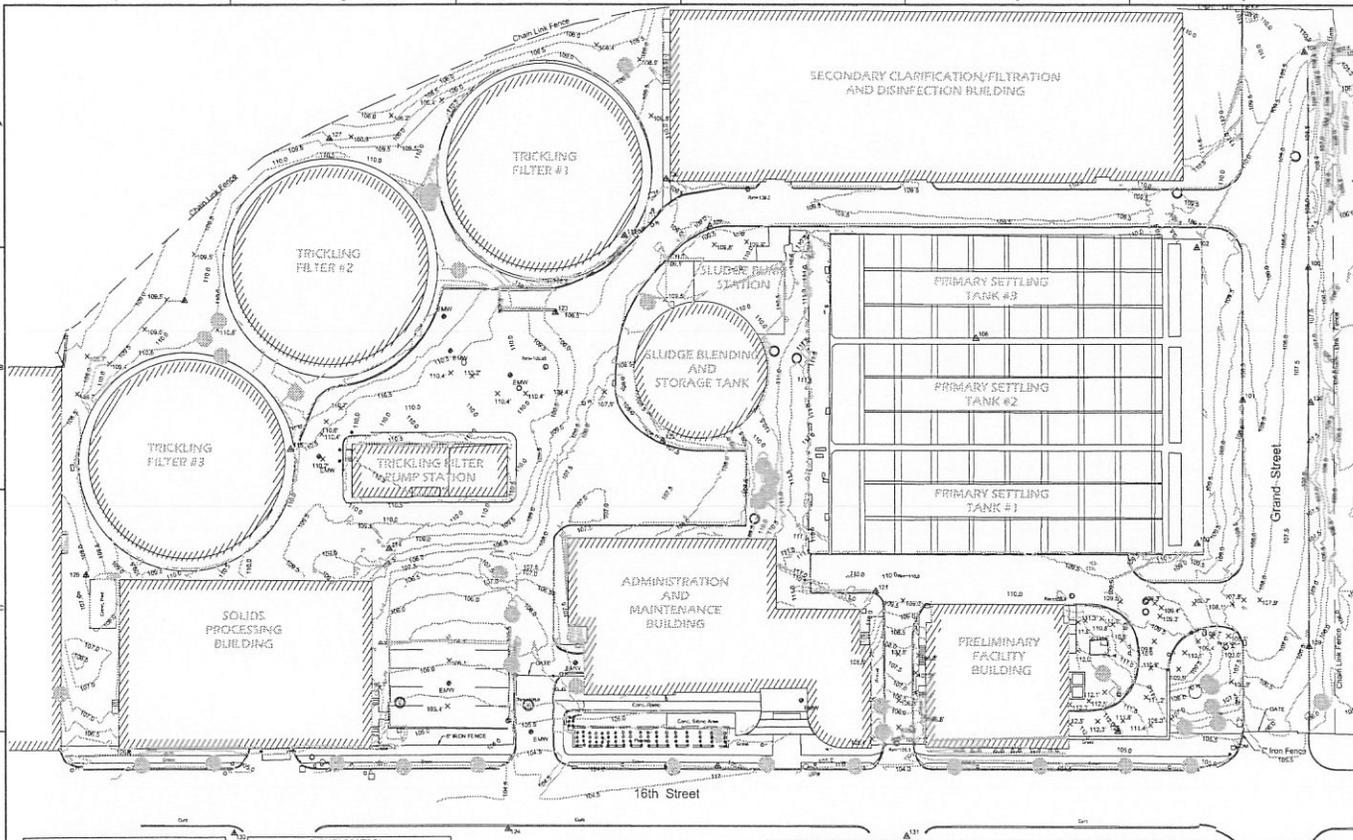
ch2m
GENERAL
CIVIL LEGEND

VERIFICATION SCALE
DATE: SEPTEMBER 2018
PROJ: 432996
DWG: G-04
SHEET: 4 OF 26

REVISIONS
NO. DATE BY
1 10/1/18 JPC
2 10/1/18 JPC
3 10/1/18 JPC
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PROJECT: NORTH HUDSON SEWAGE AUTHORITY
ADAM STREET WWTPT
ELECTRICAL FEEDER REPLACEMENT
HOBOKEN, NEW JERSEY

REVISIONS
NO. DATE BY
1 10/1/18 JPC
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50 10/1/18 JPC



SURVEY CONTROL				
POINT	NORTHING	EASTING	ELEV.	DESC.
180	701142.20	122177.66	102.74	PRK/VAL
181	701086.81	122176.96	102.81	PRK/VAL
182	701171.88	122171.99	111.14	PRK/VAL
183	701016.91	122199.97	102.81	PRK/VAL
184	701261.21	122201.33	110.70	PRK/VAL
185	701116.61	122181.82	102.74	PRK/VAL
186	701246.01	122181.27	102.74	PRK/VAL
187	700949.04	122181.82	102.74	PRK/VAL
188	701246.20	122181.82	102.74	PRK/VAL
189	701176.87	122181.82	102.74	PRK/VAL
190	701246.20	122181.82	102.74	PRK/VAL
191	701246.20	122181.82	102.74	PRK/VAL
192	701246.20	122181.82	102.74	PRK/VAL
193	701246.20	122181.82	102.74	PRK/VAL
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197	701246.20	122181.82	102.74	PRK/VAL
198	701246.20	122181.82	102.74	PRK/VAL
199	701246.20	122181.82	102.74	PRK/VAL
200	701246.20	122181.82	102.74	PRK/VAL

SITE PLAN
1" = 25'

- GENERAL NOTES**
1. CONTOUR INTERVAL: 10.0 FEET
 2. ALL FEATURES SHOWN ON THIS PLAN ARE EXISTING.
 3. SURVEY CONTROL WAS ESTABLISHED BY GPS AND CONVENTIONAL SURVEY METHODS.
 4. INFORMATION SHOWN HEREON REFLECTS A COMBINATION OF DATA FROM 2011 AND BETWEEN MARCH AND JUNE 2015.
 5. CONTROL POINTS COORDINATES SHOWN WILL NEED TO BE VERIFIED BEFORE CONSTRUCTION AS SITE HAS SHOWN MOVEMENT OVER TIME. COORDINATES SHOWN ARE BASED ON 2011 SURVEY HOLDING POINTS 192 AND 193. CONTROL POINTS SHOWN ON PLAN WITH NO VALUES IN CHART WERE NOT UTILIZED IN THE 2015 SURVEY. VALUES FROM PREVIOUS SURVEYS SHOULD NOT BE UTILIZED.
 6. DTMS IS A COMBINATION OF DATA FROM CURRENT 2015 SURVEY AND PREVIOUS 2011 SURVEY.

ch2m

EXISTING SITE PLAN

VERIFICATION SCALE

DATE: SEPTEMBER 2015
 PROJ: 432899
 DWG: C-01
 SHEET: 6 of 7

FILENAME: C-01-432899.dwg PLOT DATE: 9/24/2015 PLOT TIME: 9:02:10 AM

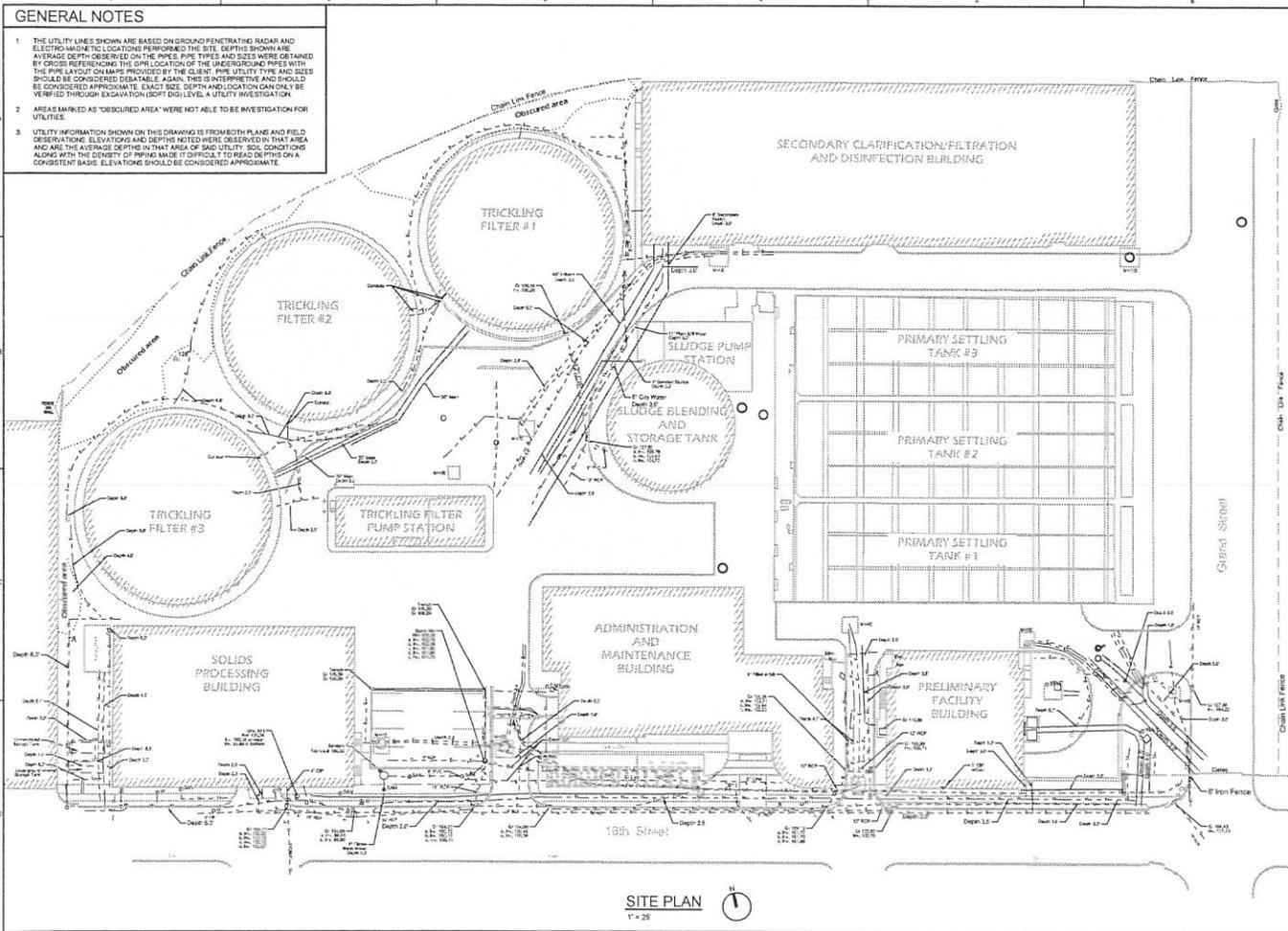
APPROVALS:

DATE	BY	APP'D
12/20/15	J. J. HARRIS	PROJECT MANAGER
12/20/15	J. J. HARRIS	PROJECT ENGINEER
12/20/15	J. J. HARRIS	PROJECT SUPERVISOR
12/20/15	J. J. HARRIS	PROJECT CHECKER
12/20/15	J. J. HARRIS	PROJECT REVIEWER
12/20/15	J. J. HARRIS	PROJECT APPROVER

CH2M HILL
 NORTH HUDSON SEWER AUTHORITY
 ADAM STREET WWTP
 ELECTRICAL FEEDER REPLACEMENT
 HOBOKEN, NEW JERSEY

GENERAL NOTES

1. THE UTILITY LINES SHOWN ARE BASED ON GROUND PENETRATING RADAR AND ELECTRO-MAGNETIC LOCATIONS PERFORMED THE SITE. DEPTHS SHOWN ARE AVERAGE DEPTHS OBSERVED ON THE PIPES. PIPE TYPES AND SIZES WERE OBTAINED BY CROSS REFERENCING THE GPR LOCATION OF THE UNDERGROUND PIPES WITH THE PIPE LAYOUTS ON MAPS PROVIDED BY THE CLIENT. PIPE UTILITY TYPES AND SIZES SHOULD BE CONSIDERED DEBATABLE. AGAIN, THIS IS INTERPRETIVE AND SHOULD BE CONSIDERED APPROXIMATE. EXACT SIZE, DEPTH AND LOCATION CAN ONLY BE VERIFIED THROUGH EXCAVATION (GPPY DIG) LEVEL A UTILITY INVESTIGATION.
2. AREAS MARKED AS "OBSCURED AREA" WERE NOT ABLE TO BE INVESTIGATION FOR UTILITIES.
3. UTILITY INFORMATION SHOWN ON THIS DRAWING IS FROM BOTH PLANE AND FIELD OBSERVATIONS. ELEVATIONS AND DEPTHS NOTED WERE OBSERVED IN THAT AREA AND ARE THE AVERAGE DEPTHS IN THAT AREA OF SAID UTILITY. LOCAL CONDITIONS ALONG WITH THE DENSITY OF PIPING MADE IT DIFFICULT TO READ DEPTHS ON A CONSISTENT BASIS. ELEVATIONS SHOULD BE CONSIDERED APPROXIMATE.

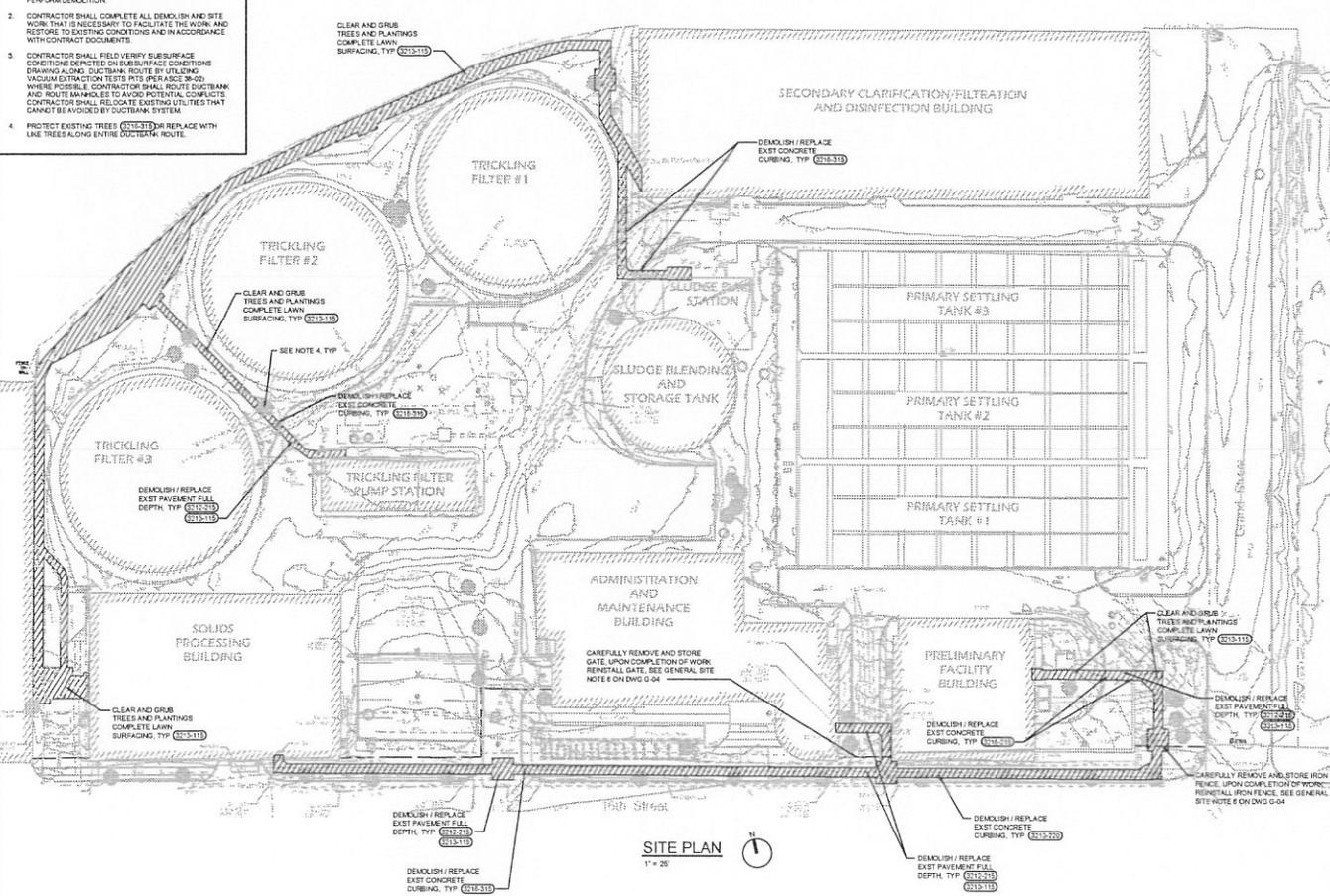


SITE PLAN
1" = 25'

<p>ch2m CIVIL</p>	
<p>EXISTING SUBSURFACE CONDITIONS</p>	
<p>VERIFY SCALE SCALE 0.125" = 1'-0" (AS SHOWN)</p>	
DATE	SEPTEMBER 2018
PROJ.	432899
DWG.	C-03
SHEET	7 of 25
<p>PROJECT INFORMATION: NORTH HESKON SEWAGE AUTHORITY, 189th Street, WYPP, ELECTRICAL FEEDER REPLACEMENT, HOBOKEN, NEW JERSEY</p>	
<p>DESIGNED BY: [Name], CHECKED BY: [Name], IN CHARGE: [Name], PROJECT MANAGER: [Name]</p>	

GENERAL NOTES

1. LIMITS OF DEMOLITION FOR CURBING IS APPROXIMATE. REMOVE WHOLE SECTIONS OF EXISTING CURBING TO PERFORM DEMOLITION.
2. CONTRACTOR SHALL COMPLETE ALL DEMOLISH AND SITE WORK THAT IS NECESSARY TO FACILITATE THE WORK AND RESTORE TO EXISTING CONDITIONS AND IN ACCORDANCE WITH CONTRACT DOCUMENTS.
3. CONTRACTOR SHALL FIELD VERIFY SUBSURFACE CONDITIONS DEPICTED ON SUBSURFACE CONDITIONS DRAWING ALONG DUCT BANK ROUTE BY UTILIZING VACUUM EXTRACTION TESTS PITS (PER ASCE 38-02) WHERE POSSIBLE. CONTRACTOR SHALL ROUTE DUCT BANK AND ROUTE MANHOLES TO AVOID POTENTIAL COLLISIONS. CONTRACTOR SHALL RELocate EXISTING UTILITIES THAT CANNOT BE AVOIDED BY DUCT BANK SYSTEM.
4. PROTECT EXISTING TREES (C115113) OR REPLACE WITH LIKE TREES ALONG ENTIRE DUCT BANK ROUTE.



SITE PLAN
1" = 20'

ch2m
CIVIL
SITE DEMOLITION AND RESTORATION PLAN

VERIFY SCALE
DATE: SEPTEMBER 2015
PROJ: 452899
DWG: C-03
SHEET: 8 OF 29

APPROVAL TABLE:

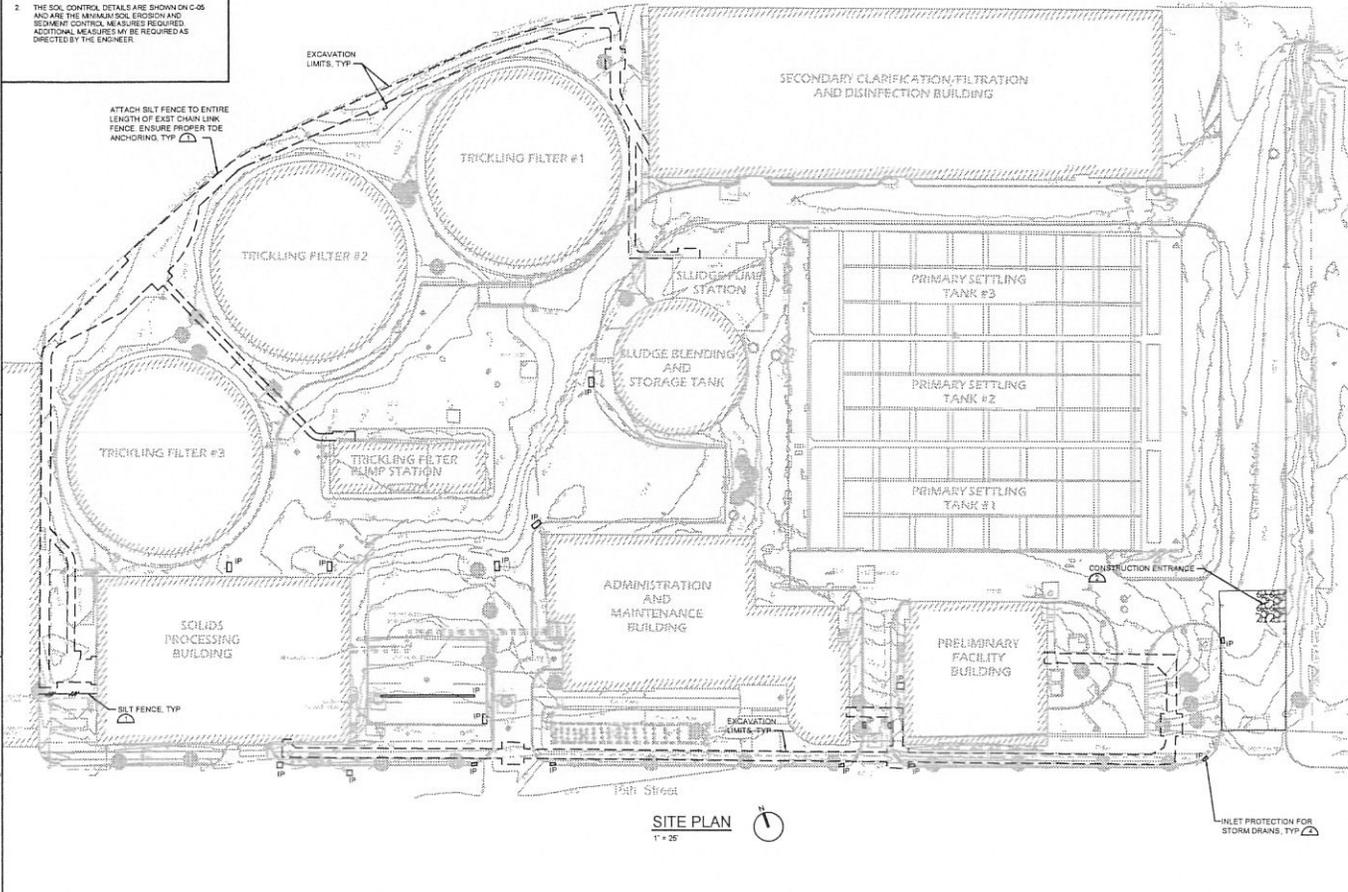
NO.	DATE	BY	CHKD	APP'D	DESCRIPTION
1	7/28/2015	JAN			SUBMISSION PLANS TO BEFCO
2	8/11/2015	JAN			ISSUE FOR PERMITS
3	8/11/2015	JAN			ISSUE FOR PERMITS

PROJECT: NORTH HUDSON SEWERAGE AUTHORITY
ADDRESS: ADAM STREET WWTP
LOCATION: ELECTRICAL FEEDER REPLACEMENT
HOBOKEN, NEW JERSEY

DATE: 09/01/2015
TIME: 10:00 AM
DRAWN BY: J. J. ROSE (CIVIL)
CHECKED BY: J. J. ROSE (CIVIL)
SCALE: AS SHOWN
SHEET: 8 OF 29

GENERAL NOTES

1. CONTRACTOR TO IMPLEMENT SOIL EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY BY THE NATURE, DURATION AND EXTENT OF CONSTRUCTION.
2. THE SOIL CONTROL DETAILS ARE SHOWN ON C-05 AND ARE THE MINIMUM SOIL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED. ADDITIONAL MEASURES MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.



ch2m:

CIVIL

EROSION CONTROL PLAN

VERIFICATION SCALE

DATE: SEPTEMBER 2010

PROJ: 43299

DWG: C-01

SHEET: 8 OF 29

FILENAME: C-01_43299.dwg

PLOT DATE: SPL01DATE

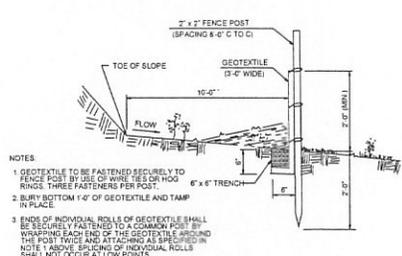
PLOT TIME: SPL01TIME

NO.	DATE	BY	CHKD	APP'D
1	09/01/10	JM	MD	JM

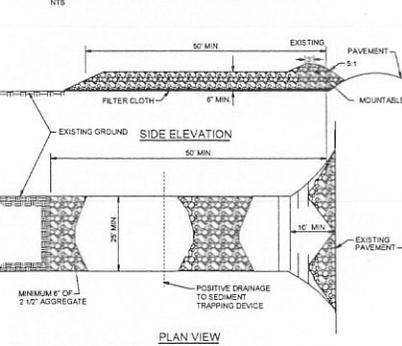
FOR THE RECORD: THIS PLAN IS THE PROPERTY OF CH2M HILL. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF CH2M HILL.

SOIL EROSION AND SEDIMENT CONTROL NOTES

1. ALL SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN WILL BE CONSTRUCTED IN ACCORDANCE WITH THE "NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL" 7TH EDITION LAST REVISED JANUARY 2014. THESE MEASURES WILL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE OR IN THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
2. ALL SOIL TO BE EXPOSED FOR A PERIOD OF GREATER THAN 14 DAYS, AND NOT UNDER ACTIVE CONSTRUCTION, WILL BE TEMPORARILY SEEDED OR MAY MULCHED OR OTHERWISE PROVIDED WITH VEGETATIVE COVER. THIS TEMPORARY COVER SHALL BE MAINTAINED UNTIL SUCH TIME WHEREBY PERMANENT RESTABILIZATION IS ESTABLISHED.
3. SEEDING DATES - THE FOLLOWING SEEDING DATES ARE BEST RECOMMENDED TO ESTABLISH PERMANENT VEGETATIVE COVER WITHIN MOST LOCATIONS IN THE HEPSCD - SPRING - 3/15-5/15 AND FALL - 8/15 - 10/1
4. SEDIMENT FENCES ARE TO BE PROPERLY TRENCHED AND MAINTAINED UNTIL PERMANENT VEGETATIVE COVER IS ESTABLISHED.
5. ALL STORM DRAINAGE INLETS SHALL BE PROTECTED BY ONE OF THE PRACTICES ACCEPTED IN THE STANDARDS, AND PROTECTION SHALL REMAIN UNTIL PERMANENT STABILIZATION HAS BEEN ESTABLISHED. STORM DRAINAGE OUTLET POINTS SHALL BE PROTECTED AS REQUIRED BEFORE THEY BECOME FUNCTIONAL.
6. MULCH MATERIALS SHALL BE UN-FROTTED SMALL GRAN STRAW APPLIED AT THE RATE OF 70 TO 90 POUNDS PER 1000 SQUARE FEET AND ANCHORED WITH A MULCH ANCHORING TOOL. LIQUID MULCH BONDERS, OR NETTING IT DOWN, OTHER SUITABLE MATERIALS MAY BE USED IF APPROVED BY THE SOIL CONSERVATION DISTRICT.
7. ALL EROSION CONTROL DEVICES SHALL BE PERIODICALLY INSPECTED, MAINTAINED AND CORRECTED BY THE CONTRACTOR. ANY DAMAGE INCURRED BY EROSION SHALL BE RECTIFIED IMMEDIATELY.
8. THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED IN WRITING AT LEAST 48 HOURS PRIOR TO ANY SOIL DISTURBING ACTIVITIES. FAX - (973) 264-0764 OR EMAIL - INFORMATION@HEPCD.ORG
9. THE APPLICANT MUST OBTAIN A DISTRICT ISSUED REPORT-OF-COMPLIANCE PRIOR TO APPLYING FOR THE CERTIFICATE OF OCCUPANCY OR TEMPORARY CERTIFICATE OF OCCUPANCY FROM THE RESPECTIVE MUNICIPALITY, NJ, DCA OR ANY OTHER CONTROLLING AGENCY. CONTACT THE DISTRICT AT 873-364-0766 TO REQUEST A FINAL INSPECTION, GIVING ADVANCED NOTICE UPON COMPLETION OF THE RESTABILIZATION MEASURES. A PERFORMANCE DEPOSIT MAY BE POSTED WITH THE DISTRICT WHEN WINTER WEATHER OR SNOW COVER PROMPTS THE PROPER APPLICATION OF SEED, MULCH, FERTILIZER OR HYDRO-SEED.
10. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. DO NOT UTILIZE A FIRE OR GARDEN HOSE TO CLEAN ROADS UNLESS THE RUNOFF IS DIRECTED TO A PROPERLY DESIGNED AND FUNCTIONING SEDIMENT BASIN. WATER PUMPED OUT OF THE EXCAVATED AREAS CONTAINS SEDIMENTS THAT MUST BE REMOVED PRIOR TO DISCHARGING TO RECEIVING BODIES OF WATER USING REMOVABLE PUMPING STATIONS, SLURRY PITS, PORTABLE SEDIMENTATION TANKS AND/OR SILT CONTROL BAGS.
11. ALL SURFACES HAVING LAWN OR LANDSCAPING AS FINAL COVER ARE TO BE PROVIDED TOPSOIL PRIOR TO RE-SEEDING, SOODING OR PLANTING.
12. ALL PLAN REVISIONS MUST BE SUBMITTED TO THE DISTRICT FOR PROPER REVIEW AND APPROVAL.
13. A CRUSHED STONE WHEEL CLEANING TRACKING-PAD IS TO BE INSTALLED AT ALL SITE EXITS USING 2" x 1/4" CRUSHED ANGULAR STONE (ASTM 2 OR 3), TO A MINIMUM LENGTH OF 50 FEET AND MINIMUM DEPTH OF 6". ALL DRIVEWAYS MUST BE PROVIDED WITH CRUSHED STONE UNTIL PAVING IS COMPLETE.
14. STEEP SLOPES INCURRING DISTURBANCE MAY REQUIRE ADDITIONAL STABILIZATION MEASURES. THESE "SPECIAL" MEASURES SHALL BE DESIGNED BY THE APPLICANT'S ENGINEER AND BE APPROVED BY THE SOIL CONSERVATION DISTRICT.
15. THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED, IN WRITING, FOR THE SALE OF ANY PORTION OF THE PROJECT OR FOR THE SALE OF INDIVIDUAL LOTS. NEW OWNERS INFORMATION SHALL BE PROVIDED. ADDITIONAL MEASURES DEEMED NECESSARY BY DISTRICT OFFICIALS SHALL BE IMPLEMENTED AS CONDITIONS WARRANT.
16. EXCESS SOIL AND OTHER WASTE MATERIALS SHALL BE REMOVED IMMEDIATELY FROM THE SITE, AND SHALL BE DISPOSED AT AN APPROVED FACILITY.
17. DISTURBED AREAS SHALL BE MAINTAINED IN A ROUGH GRADED CONDITION AND TEMPORARILY SEEDED AND EROSION CONTROL MULCH BLANKET UNTIL PROPER WEATHER EXISTS FOR THE ESTABLISHMENT OF PERMANENT VEGETATIVE COVER.
18. ALL SURFACES TO BE SEEDED SHALL BE TREATED WITH SIX INCHES OF TOPSOIL PRIOR TO SEEDING.
19. ALL DEWATERING OPERATIONS SHALL DISCHARGE TO AN APPROVED LOCATION.
20. AFTER RESTORATION IS COMPLETE, TEMPORARY CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF PROPERLY.
21. REMOVAL AND DISPOSAL OF EXCESS EXCAVATED MATERIAL SHALL OCCUR AS PER N.J.A.C. 22-10.1 (L).
22. IN ORDER TO CONTROL DUST, AS OFTEN AS REQUIRED DURING EACH WORKING DAY, AND PARTICULARLY PRIOR TO THE CONCLUSION OF EACH WORKING DAY, AREAS UNDER IMMEDIATE CONSTRUCTION (INCLUDING ACCESS ROADS AND OTHER AREAS AFFECTED THEREBY) SHALL BE SPRAYED AND WET DOWN WITH WATER SUFFICIENTLY TO ALLAY DUST. IN ADDITION, THESE AREAS SHALL BE WET DOWN DURING NON-WORKING HOURS (INCLUDING WEEKENDS) AS OFTEN AS REQUIRED TO KEEP THE DUST UNDER CONTROL. THE USE OF CALCIUM CHLORIDE OR PETROLEUM PRODUCTS OR OTHER CHEMICALS FOR DUST CONTROL, IS PROHIBITED.
23. CONTRACTOR TO IMPLEMENT SOIL EROSION AND SEDIMENT CONTROL MEASURES AS NECESSARY BY THE NATURE, DURATION AND EXTENT OF CONSTRUCTION AT EACH LOCATION.
24. THE DETAILS PROVIDED HERE IN ARE THE MINIMUM SOIL EROSION AND SEDIMENT CONTROL MEASURES REQUIRED. ADDITIONAL MEASURES MAY BE REQUIRED AS DIRECTED BY THE ENGINEER OR SOIL CONSERVATION DISTRICT INSPECTOR.



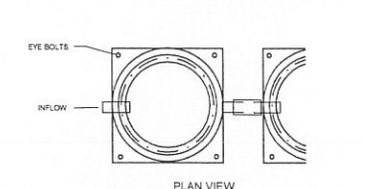
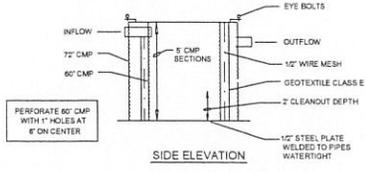
CONSTRUCTION OF SILT FENCE 1



CONSTRUCTION SPECIFICATION:

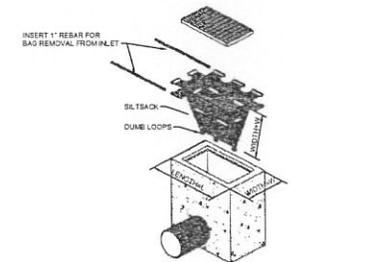
1. LENGTH - MINIMUM OF 50'
2. WIDTH - 26" MINIMUM, SHOULD BE FLARED AT THE EXISTING ROAD TO PROVIDE A TURNING RADIUS
3. GEOTEXTILE FILTER FABRIC (NOT 919 06) SHALL BE PLACED OVER THE EXISTING GROUND PRIOR TO PLACING STONE
4. STONE - CRUSHED AGGREGATE 2" - 1" CRUSHED ANGULAR STONE (ASTM 2 OR 3) SHALL BE PLACED AT LEAST 6" DEEP OVER THE LENGTH AND WIDTH OF THE ENTRANCE
5. SURFACE WATER - ALL SURFACE WATER FLOWING TO OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED THROUGH THE ENTRANCE, MAINTAINING POSITIVE DRAINAGE. PIPE INSTALLED THROUGH THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROTECTED WITH MOUNTABLE BERRY WITH 6" SLOPES AND A MINIMUM OF 6" OF STONE OVER THE PIPE. PIPE MUST BE SIZED ACCORDING TO THE DRAINAGE AREA (6" MINIMUM) WHEN THE CONSTRUCTION ENTRANCE IS LOCATED AT A HIGH SPOT AND HAS NO DRAINAGE. A PIPE WILL NOT BE NECESSARY.
6. LOCATION - A STABILIZED CONSTRUCTION ENTRANCE SHALL BE LOCATED AT EVERY POINT WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES CONSTRUCTION ACTIVITY. VEHICLES LEAVING THE SITE MUST TRAVEL OVER ENTIRE LENGTH OF THE STABILIZED CONSTRUCTION ENTRANCE.

CONSTRUCTION ENTRANCE 2



- CONSTRUCTION SPECIFICATIONS:**
1. THE FOLLOWING FORMULA SHOULD BE USED IN DETERMINING THE STORAGE VOLUME OF THE SEDIMENT TANK: 1 CUBIC FOOT OF STORAGE FOR EACH GALLON PER MINUTE OF PUMP DISCHARGE CAPACITY.
 2. AN EXAMPLE OF A TYPICAL SEDIMENT TANK IS SHOWN ABOVE. OTHER CONTAINER DESIGNS CAN BE USED IF THE STORAGE VOLUME IS ADEQUATE AND APPROVAL IS OBTAINED FROM THE LOCAL APPROVING AGENCY.
 3. TANKS MAY BE CONNECTED IN SERIES.
 4. PROPERLY SIZED "SEDIMENT CONTROL BAG" PRODUCTS ARE AN ACCEPTABLE ALTERNATE FOR PORTABLE SEDIMENT TANK.

PORTABLE SEDIMENT TANK 3



INLET FILTER DETAIL 4

JOURNAL NUMBER

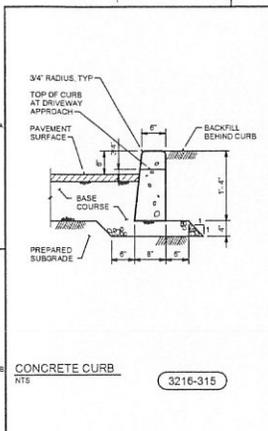
NO.	DATE	BY	REVISION

DATE OF PREPARATION: 09/15/2014
 PROJECT: 432980
 SHEET: 10 OF 20

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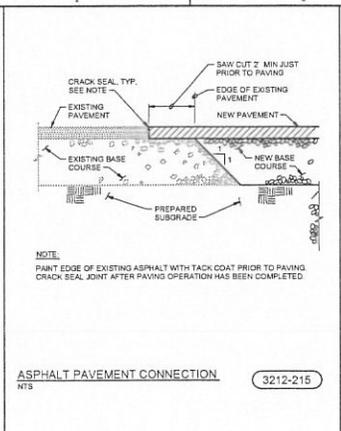
EROSION CONTROL DETAILS

VERIFY SCALE
 DATE: SEPTEMBER 2014
 PROJ: 432980
 DWG: C-05
 SHEET: 10 OF 20



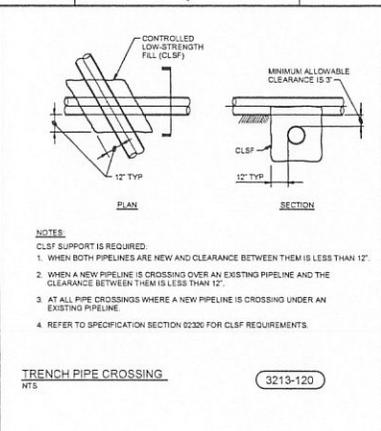
CONCRETE CURB
NTS

3216-315



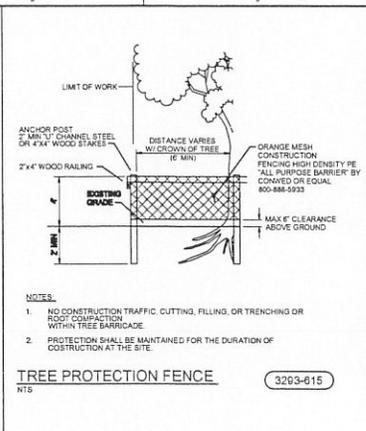
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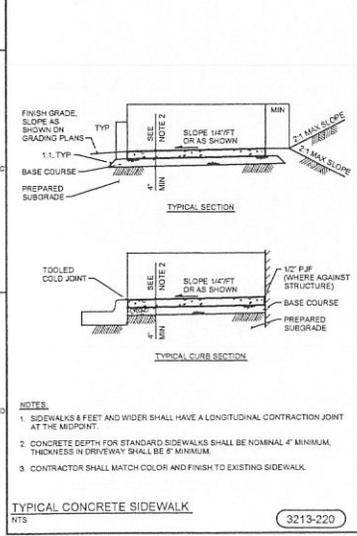
TRENCH PIPE CROSSING
NTS

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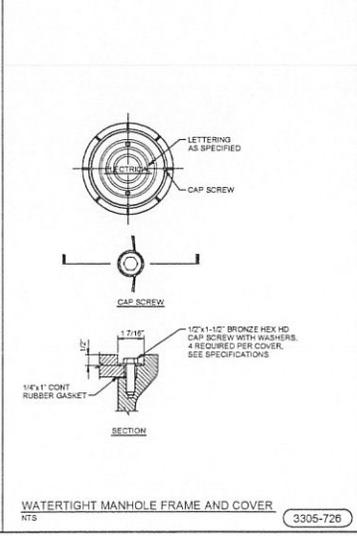
TREE PROTECTION FENCE
NTS

3203-615



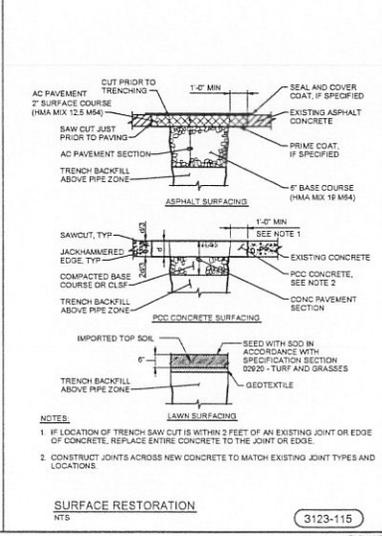
TYPICAL CONCRETE SIDEWALK
NTS

3213-220



WATERTIGHT MANHOLE FRAME AND COVER
NTS

3305-726



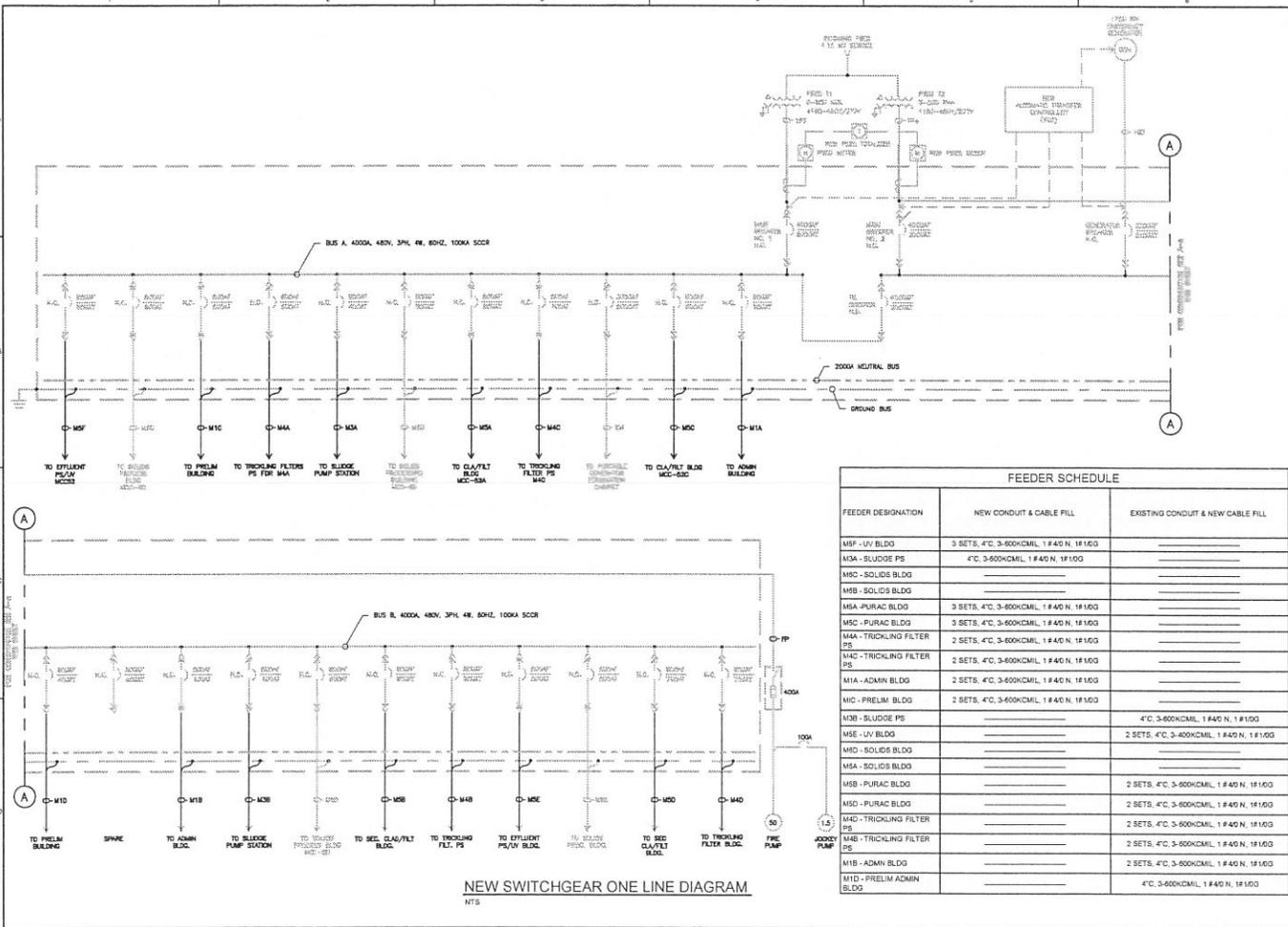
SURFACE RESTORATION
NTS

3123-115

ch2m
SITE DETAILS

VERIFY SCALE
DATE PLOTTED: 11/09/02
DATE IN PLOT: 11/09/02
DATE: SEPTEMBER 2015
PROJ: 432989
DWG: C-08
SHEET: 11 OF 29

REVISIONS
NO. DATE BY
1. 12/03/02 JH
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NEW SWITCHGEAR ONE LINE DIAGRAM
NTS

FEEDER SCHEDULE		
FEEDER DESIGNATION	NEW CONDUIT & CABLE FILL	EXISTING CONDUIT & NEW CABLE FILL
M1F - UV BLDG	3 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G	
M1A - SLUDGE PS	4" C, 3-600KCMIL, 1 #40 N, 1#10G	
M1C - SOLIDS BLDG		
M1B - SOLIDS BLDG		
M1A - PURAC BLDG	3 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G	
M1C - PURAC BLDG	3 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G	
M1A - TRICKLING FILTER PS	2 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G	
M1C - TRICKLING FILTER PS	2 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G	
M1A - ADMIN BLDG	2 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G	
M1C - PRELIM BLDG	2 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G	
M1B - SLUDGE PS		4" C, 3-600KCMIL, 1 #40 N, 1#10G
M1E - UV BLDG		2 SETS, 4" C, 3-400KCMIL, 1 #40 N, 1#16G
M1D - SOLIDS BLDG		
M1A - SOLIDS BLDG		
M1B - PURAC BLDG		2 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G
M1D - PURAC BLDG		2 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G
M1D - TRICKLING FILTER PS		2 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G
M1B - TRICKLING FILTER PS		2 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G
M1B - ADMIN BLDG		2 SETS, 4" C, 3-600KCMIL, 1 #40 N, 1#16G
M1D - PRELIM ADMIN BLDG		4" C, 3-600KCMIL, 1 #40 N, 1#16G

PEREY, SULLOY

NO.	DATE	BY	CHKD	APP'D	REV.	REV.	REV.	REV.	REV.

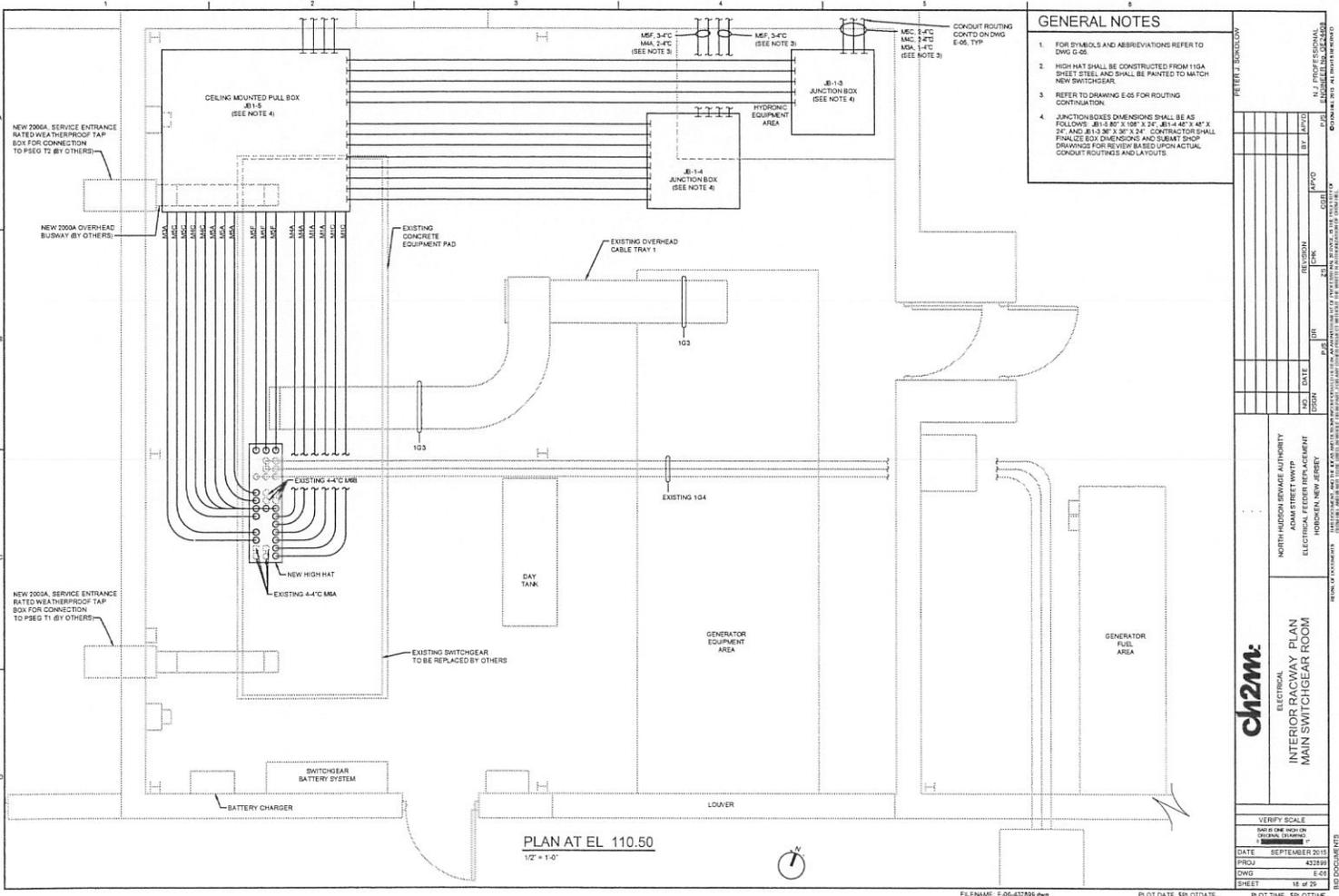
ch2m

ELECTRICAL
**SINGLE LINE DIAGRAM
FEEDER INSTALLATION
AND SCHEDULE**

VERIFY SCALE
5/8" = 1" ONE INCH
(10' MAX. DIMENSIONS)

DATE: SEPTEMBER 2011
PROJ: 431982
DWG: E-01
SHEET: 14 of 29

N.J. PROFESSIONAL ENGINEERING EXAMINATIONS BOARD
REGISTERED PROFESSIONAL ENGINEER
NO. 12484
EXPIRES 12/31/2014



- GENERAL NOTES**
1. FOR SYMBOLS AND ABBREVIATIONS REFER TO DWG E-05.
 2. HIGH HAT SHALL BE CONSTRUCTED FROM 11GA SHEET STEEL AND SHALL BE PAINTED TO MATCH NEW SWITCHGEAR.
 3. REFER TO DRAWING E-05 FOR ROUTING CONTINUATION.
 4. JUNCTION BOXES DIMENSIONS SHALL BE AS FOLLOWS: #1-8 30" X 108" X 24", #1-14 48" X 48" X 24" AND #1-3 36" X 36" X 24". CONTRACTOR SHALL FINALIZE DIMENSIONS AND SUBMIT SHOP DRAWINGS FOR REVIEW BASED UPON ACTUAL CONDUIT ROUTINGS AND LAYOUTS.

PLAN AT EL. 110.50
1/2" = 1'-0"



NORTH HAT CONSTRUCTION AUTHORITY
 ADAM STREET W/TP
 ELECTRICAL FEEDER REPLACEMENT
 HOBOKEN, NEW JERSEY

ch2m
 ELECTRICAL
 INTERIOR RACWAY PLAN
 MAIN SWITCHGEAR ROOM

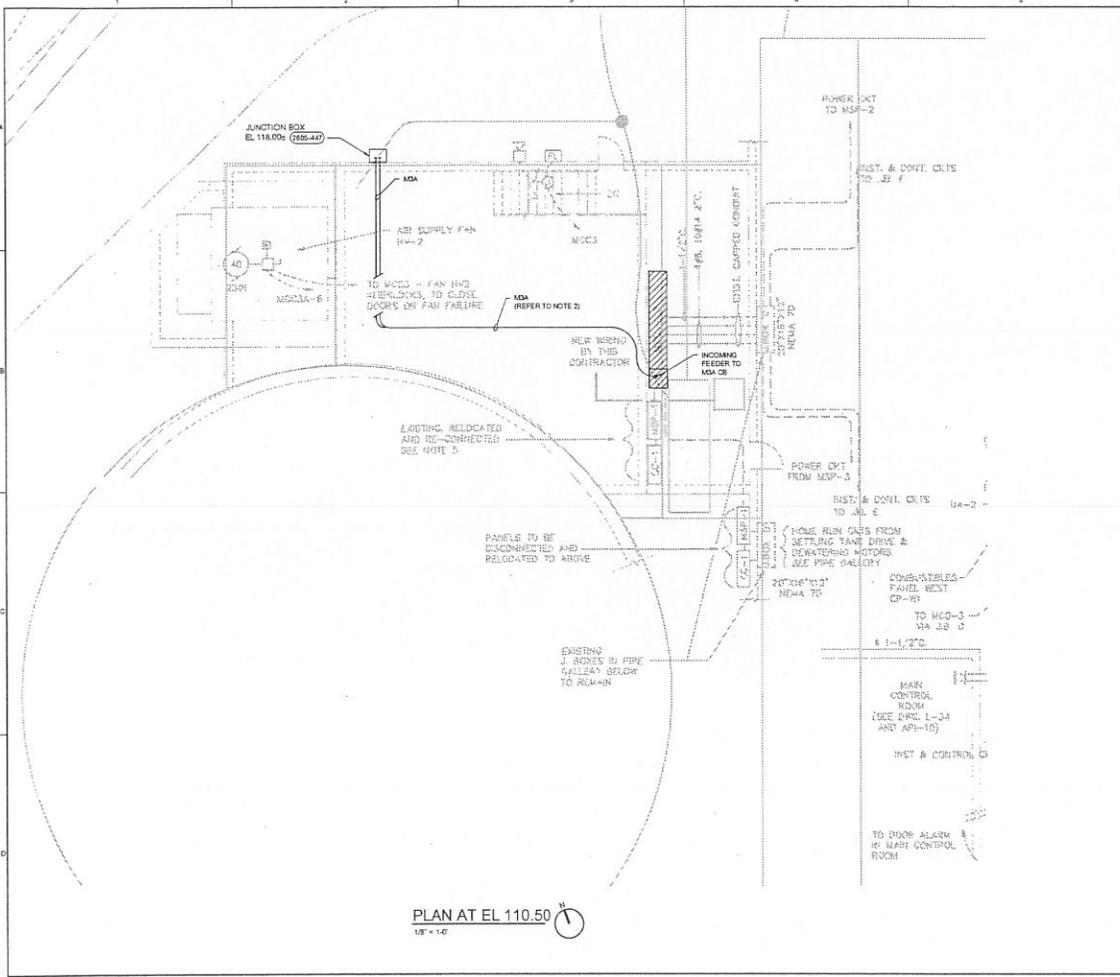
DATE	SEPTEMBER 2015
PROJ.	432895
DWG.	E-05
SHEET	18 of 20

VERIFY SCALE
 DATE IS ONE HOUR ON
 (SEE DRAWING)

FILENAME: E-05-432895.dwg PLOT DATE: 9/24/15 PLOT TIME: 5:07PM

GENERAL NOTES

- FOR GENERAL ELECTRICAL NOTES, SYMBOLS AND ABBREVIATIONS REFER TO DWG. G-05
- REFER TO DRAWING E-02 FEEDER SCHEDULE FOR FEEDER DETAILS



PLAN AT EL 110.50
1/8" = 1'-0"

PETER Z. SOKOLOV

NO.	DATE	BY	REVISION

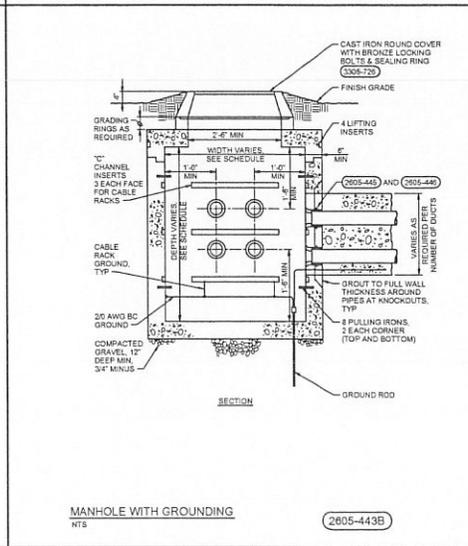
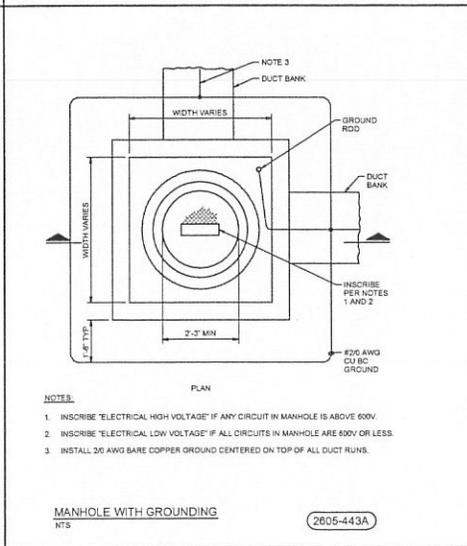
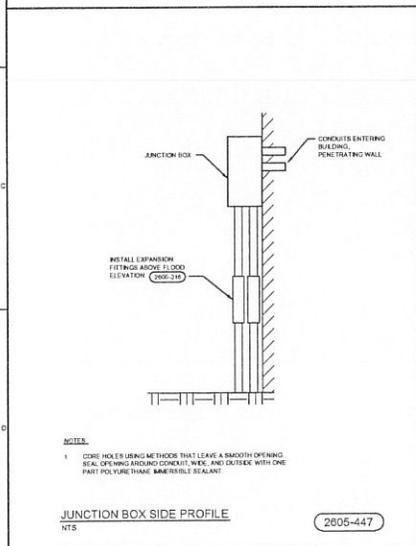
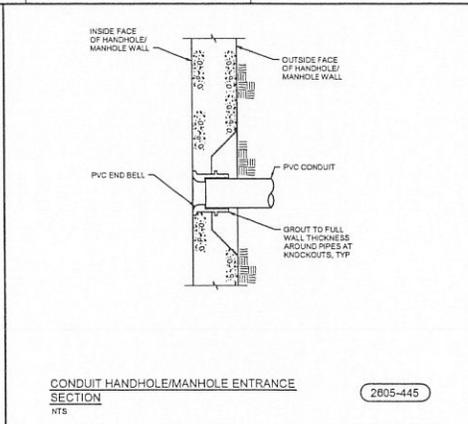
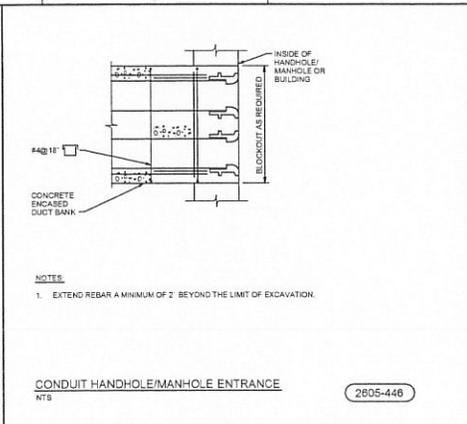
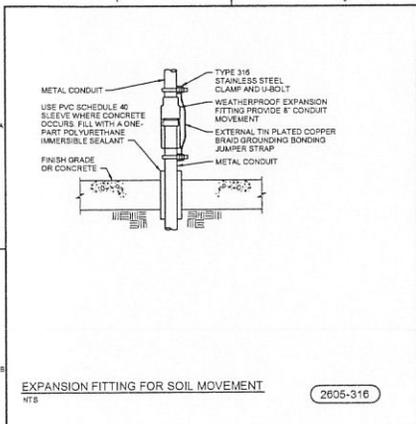
PROJECT: SOKOLOV

CLIENT: NORTH HUDSON BRIDGE AUTHORITY
ADAM STREET WWTP
ELECTRICAL FEEDER REPLACEMENT
HOBOKEN, NEW JERSEY

DATE: SEPTEMBER 2018
DWG: E-04
SHEET: 20 OF 25

VERIFY SCALE
DATE: 09/18/18 BY: PZS
DATE: 09/18/18 BY: PZS

FILENAME: E4_43299.dwg PLOT DATE: 9/18/2018 PLOT TIME: 5:01:06 PM



PROJECT: 432885

DATE: SEPTEMBER 4, 2013

PROJ: 432885

DWG: E-13

SHEET: 2 OF 2

ch2m

ELECTRICAL

NORTH HAVEN BRIDGE AUTHORITY

ADAM STREET WORK

ELECTRICAL FEEDER REPLACEMENT

HONOLULU, NEW JERSEY

VERIFY SCALE

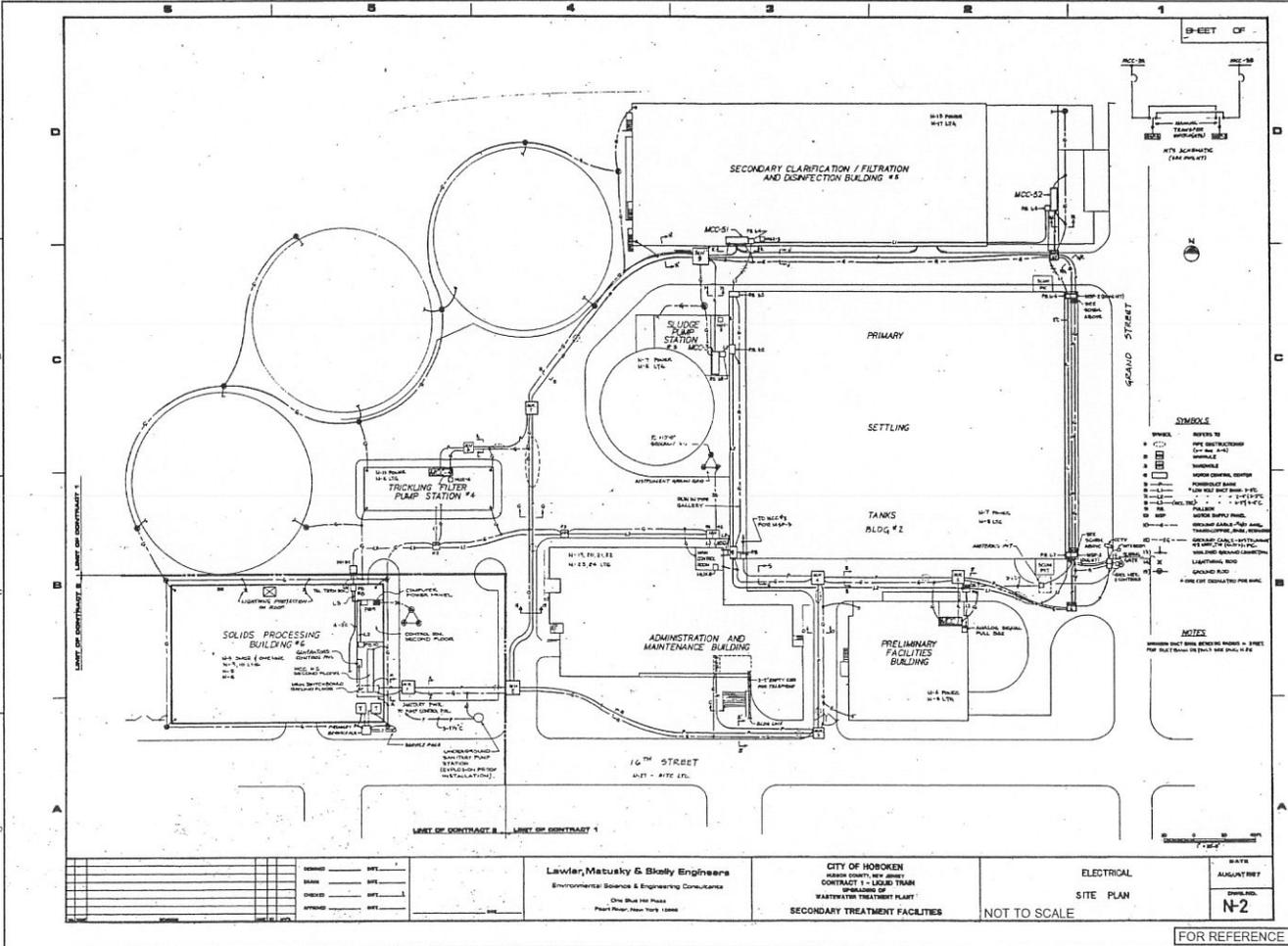
SEE US ON THE PROJECT

FOR MORE INFORMATION

FILE NAME: E-13_432885.dwg

PLOT DATE: 9/10/2014

PLOT TIME: 5/10/2014



SHEET OF	
NO.	DATE
DESIGN	DATE
REVISION	DATE
BY	DATE
LAYED	DATE

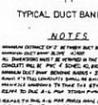
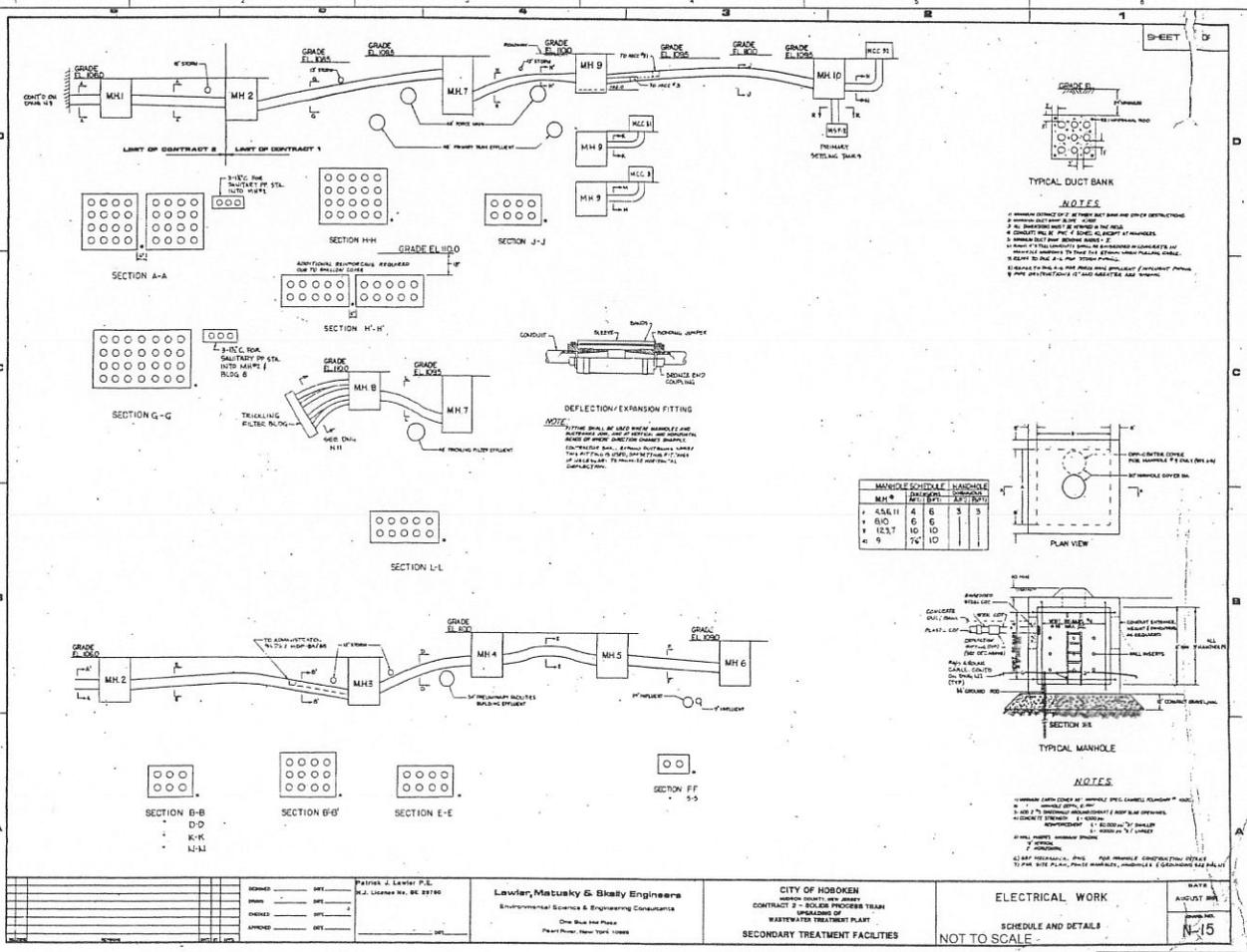
NORTH HAVEN SEWER AUTHORITY
 ELECTRICAL REPAIR PACKAGE
 HAVEN, NEW JERSEY

ch2m
 REFERENCE DRAWING
 SHEET 1 OF 2

DATE	SEPTEMBER 2015
PROJ.	432899
DWG.	76-21
SHEET	21 OF 25

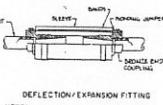
VERIFY SCALE
 DATE OF THE DESIGN (CHECKED, EXCEPTED)
 1:1
 FOR REFERENCE ONLY

FILENAME: E-16_422899.dwg
 PLOT DATE: 9/10/2015
 PLOT TIME: 9:07:06 AM



NOTES

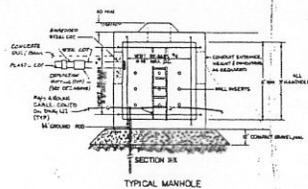
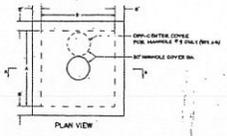
1. MANHOLE SCHEDULE SEE MANHOLE SCHEDULE TABLE.
2. MANHOLE COVER SHALL BE 15" DIA. CAST IRON WITH 24" DIA. RINGS.
3. CONDUIT SHALL BE 1" DIA. POLYETHYLENE GLASS REINFORCED (PFR) WITH 1/2" WALL THICKNESS.
4. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
5. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
6. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
7. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
8. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
9. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.



DEFLECTION/EXPANSION FITTING

NOTE: THIS SHALL BE USED WHEN MANHOLES ARE INSTALLED IN AREAS OF HIGH DEFLECTION. THE FITTING SHALL BE INSTALLED IN THE AREA OF HIGH DEFLECTION TO PREVENT EXCESSIVE DEFLECTION OF THE PIPE.

MANHOLE SCHEDULE	MANHOLE SCHEDULE
MANHOLE DIA.	MANHOLE DIA.
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8	10
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98	100



NOTES

1. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
2. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
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4. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
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7. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
8. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
9. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.
10. MANHOLE SHALL BE 4' DIA. WITH 1' DIA. RINGS.

DESIGNED: [] DRAWN: [] CHECKED: [] APPROVED: []	DATE: [] DATE: [] DATE: [] DATE: []	PATRICK J. LEWIS P.E. No. License No. 06 03196	Lewler, Matusky & Bkaby Engineers Environmental Science & Engineering Consultants One Blue Hill Place Plant River, New York 10968	CITY OF HOBOKEN HOBOKEN COUNTY, NEW JERSEY CONTRACT # 2 - BODIES PROCESS TRAIN WASTEWATER TREATMENT PLANT SECONDARY TREATMENT FACILITIES	ELECTRICAL WORK SCHEDULE AND DETAILS NOT TO SCALE	DATE: [] AUGUST 2015 DRAWING NO.: [] SHEET NO.: [] TOTAL SHEETS: []
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SHEET 2 OF 2

NO.	DATE	BY	CHKD.	REVISED

NORTH HOBOKEN SEWERAGE AUTHORITY
 1000 STREET ROAD
 HOBOKEN, NEW JERSEY

ch2m
 REFERENCE DRAWING
 ELECTRICAL FEEDER REPLACEMENT
 SHEET 2 OF 2

VERIFY SCALE
 DATE: SEPTEMBER 2015
 PROJ: 432993
 DWG: []
 SHEET: 20 OF 20
 PLOT TIME: PLOTTIME

Sponsored By: Ruben J Ramos

Co-sponsored By: [Signature]

RESOLUTION NO: _____

RESOLUTION AUTHORIZING THE MAYOR TO REVOKE AN EXISTING SUB RECIPIENT AGREEMENT WITH BOYS AND GIRLS CLUB OF HUDSON COUNTY

Whereas, the City of Hoboken allocated \$15,900 out of available City of Hoboken Community Development Block Grant funds to the Boys and Girls Club of Hudson County for a public facilities project, "Hoboken Boys & Girls Club Rehab", at the October 7, 2015 City Council meeting; and

Whereas, the City of Hoboken Department of Community Development determined that the proposed project does not meet the low and moderate income eligibility threshold for a public facility project per Title 24, Part 570 of the Code of Federal Regulations (CFR); and

Whereas, the City of Hoboken will have to revoke the resolution and the sub recipient agreement, which has been executed by the Mayor; and

Whereas, the City of Hoboken will need to reallocate the \$15,900 through the Department of Housing and Urban Development's (HUD) substantial amendment process per Title 24, Part 91 of the CFR; and

Now Therefore Be It Resolved, that the Mayor and Council of the City of Hoboken hereby revokes the attached Sub Recipient Agreement between the City of Hoboken and the Boys and Girls Club of Hudson County and accepts the obligations under the CFR to reallocate the funds in CDBG Program Year 2016.

Meeting date: April 6, 2016

Department of Community Development

Approved as to form:

Brandy A. Forbes, Director

[Signature]
Auspia Pano, Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
Council President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

APR 06 2016

[Signature]

CITY CLERK

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MARANO & SONS AUTO SALES INC FOR THE PROVISIONS OF TWO (2) 2015 JEEP COMPASS SPORT 4WD IN ACCORDANCE WITH THE CITY'S BID NO. 16 - 10 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$34,330.00

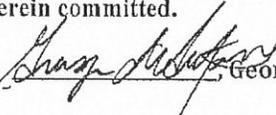
WHEREAS, proposals were received for Bid Number 16-10 for the provisions of two (2) 2015 Jeep Compass Sport 4WD for HPU; and,

<u>VENDOR</u>	<u>UNIT PRICE</u>	<u>EXTENDED TOTAL</u>
Marano & Sons Auto Sales Inc 507-13 South Avenue Garwood, New Jersey 07027	\$17,165.00	\$34,330.00

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to contract for the goods and services specified in Bid No. 16 - 10, and Marano & Sons Auto Sales Inc. submitted a responsible, and responsive bid for the unit and extended price,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$34,330.00 is available in the following appropriations: 6-31-55-740-100 in the CY2016 temporary budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

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

- A. This resolution awards a contract to Murano & Sons Auto Sales Inc. for the unit price times two units of Bid No. 16-10, in the total amount of Thirty Four Thousand Three Hundred Thirty Dollars (\$34,330.00).
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the contract.
- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the Purchasing Agent's recommendation; therefore, none will be accepted in performing obligations under the bid.
- D. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby

authorized to enter into an Agreement with the vendor for said purchase and sale.

E. This resolution shall take effect immediately upon passage.

Meeting date: April 6, 2016

APPROVED AS TO CONTENT:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle				
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

APR 06 2016

James J. Savino

CITY CLERK

April 6, 2016
08:57 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 04/06/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-31-55-740-100 HPU CAPITAL PROJECTS	Encumbrance	CFO Cert for meeting 04/06/16 Marano	34,330.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
PARKING UTILITY FUND	6-31	0.00	0.00	0.00	0.00	0.00	34,330.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	34,330.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	34,330.00
Total:	1	34,330.00

There are NO errors in this listing.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	34,330.00			
Batch: GDS	Updated Entries:	1	Updated Amount:	34,330.00	Ref Num: 4066

Bid Proposal

Bid Number: 16 - 10

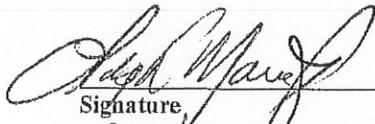
2 EACH USED 2015 JEEP COMPASS SPORT 4WD
(Or Equivalent)

The undersigned proposes to furnish and deliver the goods/services pursuant to the bid specifications and made part hereof:

QTY	Description	Unit Price	Extended Price
2 EA	USED 2015 JEEP COMPASS SPORT 4WD OR EQUIVALENT	\$ 17165 ⁰⁰	\$ 34331 ⁰⁰
Total Bid Price			\$ 34331 ⁰⁰

Thirty Four Thousand Three Hundred Thirty One and $\frac{00}{100}$
(Total Bid price in Words)

We the undersigned propose to furnish and deliver the above item pursuant to the bid specification and made part Hereof:


Signature

3-17-16

Date

RALPH MARANO JR.
Print Name

V. Pres
Title/Position

MARANO + SONS Auto SALES INC
Bidder/Company

507-13 South Ave GARWOOD NJ 07027
Company Address

908-789-0555
Telephone #

908-789-1792
Fax #

maranosons@comcast.net
Email Address

PO Email Address

Note: The above individual must be authorized to sign on behalf of company submitting bid proposal.

EXCEPTIONS TO SPECIFICATIONS

Bid Number: 16 - 10

2 EACH USED 2015 JEEP COMPASS SPORT 4WD
(Or Equivalent)

COMPANY NAME MARANO + SONS AUTO SALES INC.

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: March 24, 2016
To: Quentin Wiest, Business Administrator
Corporation Counsel
From: AL B. Dineros

**Subject: Resolution to Award the Contract to Purchase Two (2)
2015 Jeep Compass Sport 4WD for HPU (Bid 16 - 10)**

One (1) sealed bid out of two (2) vendors receiving bid packages was received and opened at City Hall on March 24, 2016.

I reviewed the submitted bid documentations and found no discrepancy in accordance with the published instructions to bidders.

Request a resolution to award the contract to the lowest responsive and responsible bidder, the bid price is \$34,330.00.00 for subject vehicles. The vendor will be:

Marano & Sons Auto Sales, Inc.
507-513 South Avenue
Garwood, NJ 07027

Bid Price: \$17,165.00 EA Total Bid: \$34,330.00

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION REJECTING ALL BID PROPOSALS FOR THE PROVISIONS OF 2016 (SPRING) STREET TREE PLANTING AND WELL ENLARGEMENT PROJECT OTHERWISE KNOWN AS BID NO. 16 - 07, IN ACCORDANCE WITH N.J.S.A. 40A:11-13.2(b) and (d)

WHEREAS, bid proposals were received for the provisions of the 2016 (Spring) Street Tree Planting and Well Enlargement Project, as specified in Bid Number 16 - 07; and,

WHEREAS, six (6) proposals were received; and,

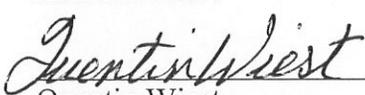
WHEREAS, the lowest bid proposal substantially exceeds the City's appropriation for the project, and,

WHEREAS, the Administration recommends that the City Council of the City of Hoboken reject all bid submissions for the provision under Bid No. 16- 07, pursuant to N.J.S.A. 40A:11-13.2(b) and (d).

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Hoboken hereby rejects all bid proposals submitted for the provision under Bid No. 16-07, pursuant to N.J.S.A. 40A:11-13.2(b) and (d); and,

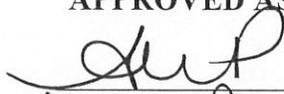
Meeting date: April 6, 2016

APPROVED:



Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

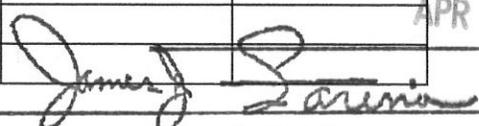


Anissa Proko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON:

APR 06 2016



CITY CLERK

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. : _____

A RESOLUTION APPROVING PARTICIPATION IN THE BULLETPROOF VEST PARTNERSHIP INITIATIVE THROUGH THE UNITED STATES DEPARTMENT OF JUSTICE

WHEREAS, the City of Hoboken is interested in participating with the United States Department of Justice initiative known as the Bulletproof Vest Partnership (BVP) Program, which is designed to provide critical monetary resources to state, local and tribal jurisdictions for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers; and

WHEREAS, the Bullet-Proof Vest Program states, units of local governments and tribal governments are reimbursed for up to fifty (50) percent of the cost of each unit of eligible body armor purchased for an eligible sworn law enforcement officer; and

WHEREAS, The City of Hoboken in conjunction with the Hoboken Police Department wishes to submit an application for BVP funds during the annual open application period, per the program guidelines ; and

WHEREAS, All purchased body armor must comply with the most current National Institute of Justice’s body armor standards; and

WHEREAS, the Hoboken City Council has reviewed the parameters and guidelines of the Bulletproof Vest Partnership Initiative through the United States Bureau of Justice Assistance, and has approved the The City of Hoboken and Hoboken Police Department participation and subsequent application submission, and the City’s funding requirement of fifty (50) percent of the cost of each vest for which we seek reimbursement, up to a maximum City cost of \$10,166.20; and,

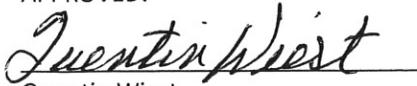
WHEREAS, the City agrees to fund its fifty (50) percent match in accordance with the Grant Act under which this program is administered as well as any and all program restrictions and obligations, including but not limited to, not utilizing any JAG funds for the City’s matching contribution.

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

- 1) The City of Hoboken and Hoboken Police Department are authorized to participate in the program as per its guidelines and regulations via the on-line BVP system which manages the program from the prospective application through payment process.
- 2) The Mayor or her designee is authorized to execute the above referenced program application, and all other documents to fulfill the intent of the application and subsequent program funding, and the Council ratifies same.
- 3) As a matter of public policy, the City of Hoboken wishes to participate to the fullest extent possible with the United States Department of Justice initiative known as the Bulletproof Vest Partnership (BVP) Program.
- 4) The City agrees to provide a maximum of \$10,166.20 towards its fifty (50) percent contribution to this program, and agrees to obtain the city’s funding for said contribution only from city funds authorized for said purposes, which do not include any JAG funds awarded to the City.
- 5) This resolution shall take effect immediately.

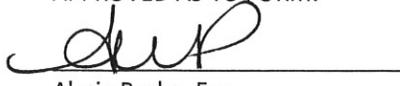
Meeting date: April 6, 2016

APPROVED:



Quentin Wiest
Business Administrator

APPROVED AS TO FORM:



Alysia Proko, Esq.
Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 06 2016



CITY CLERK



BJA Fact Sheet

FS 000396 • UPDATED MAY 2014

BUREAU OF JUSTICE ASSISTANCE • OFFICE OF JUSTICE PROGRAMS

DENISE E. O'DONNELL, DIRECTOR

Bulletproof Vest Partnership Initiative

By Joseph Husted, BJA Policy Advisor, and
Linda Hammond-Deckard, BJA Policy Advisor

Program Overview

Enacted in 1998 by the Bulletproof Vest Partnership Grant Act (Public Law 105-181) and reauthorized by the Bulletproof Act of 2000 (Public Law 106-517), the Bulletproof Vest Partnership (BVP) Program is a U.S. Department of Justice initiative designed to provide critical resources to state, local, and tribal jurisdictions for the sole purpose of purchasing bullet-resistant body armor for sworn law enforcement officers. Administered by the Office of Justice Programs' Bureau of Justice Assistance (BJA) since 1999, BVP has awarded \$375 million to over 13,000 jurisdictions throughout the nation to assist them in purchasing more than 1.1 million bulletproof vests.¹

Through the BVP Program, states, units of local government, and tribal governments are reimbursed for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.² Under current legislation, jurisdictions with fewer than 100,000 residents receive priority funding, up to 50 percent of the amount they request. Any remaining funds are distributed on a pro rata basis to jurisdictions with more than 100,000 residents. In order to qualify for this reimbursement, body armor must comply with the most current National Institute of Justice (NIJ) body armor standards, as of the date the body armor was ordered. Information pertaining to the current NIJ standards is available online at the following web page: www.ojp.gov/nij/topics/technology/body-armor.

The period for submitting applications for BVP funds normally begins during the first quarter of the calendar year.

¹ Office of Justice Programs, retrieved July 29, 2013 from www.ojp.gov/bvpbasi.

² The term *law enforcement officer* refers to any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to prevent, detect, or investigate any violation of criminal law, or to supervise criminal offenders. This encompasses full-time, part-time, and auxiliary personnel, whether paid or volunteer, and includes police officers, sheriffs' deputies, correctional officers, parole and probation officers, and pre-trial services officers.

³ National Law Enforcement and Corrections Technology Center, retrieved July 29, 2013 from www.justnet.org/body_armor/index.html.

⁴ IACP/DuPont™ Kevlar® Survivors' Club®, retrieved July 29, 2013 from www2.dupont.com/Kevlar/en_US/uses_apps/protection_vests/survivors_club.html.

⁵ Office of Justice Programs, retrieved July 29, 2013 from www.ojp.gov/bvpbasi.

MESSAGE FROM THE DIRECTOR

For 30 years, bullet-resistant body armor has protected law enforcement officers from ballistic and non-ballistic incidents.³ As recorded by the IACP/DuPont™ Kevlar® Survivors' Club®, more than 3,000 officers have survived potentially fatal and/or disabling injuries because they were wearing body armor.⁴ Based on data collected and recorded by Bureau of Justice Assistance (BJA) staff, in Fiscal Year (FY) 2012, protective vests were directly attributable to saving the lives of at least 33 law enforcement and corrections officers in 20 different states—an increase of 13.7 percent over FY 2011.⁵

As a partner with law enforcement agencies across the United States, BJA

continued on p. 2

KEY POINTS

- The Bulletproof Vest Partnership initiative provides critical resources to state, local, and tribal jurisdictions for the sole purpose of purchasing body armor for sworn law enforcement officers.
- BVP reimburses jurisdictions for up to 50 percent of the cost of each unit of eligible body armor purchased for law enforcement officers.
- All purchased body armor must comply with the most current National Institute of Justice's body armor standards, available at www.ojp.gov/nij/topics/technology/body-armor.
- Applications for BVP funds must be submitted during the annual open application period.

continued on p. 2

MESSAGE (cont.)

takes the issue of officer safety very seriously. The consistent wearing of body armor is similar to the use of seatbelts and should be given the same priority by every jurisdiction. *Body armor, like seatbelts, saves lives.* Beginning in FY 2011, in order to receive BVP funds, every law enforcement agency must have a written mandatory body armor wear policy. A focus on safety should be maintained at all levels within the organization and be reinforced through supervision, training, and policy. We all must strive to reduce preventable injuries and deaths.

We at BJA are honored to administer this program as a way to serve our public safety officers and keep them safe, just as they protect each of us every day.

KEY POINTS (cont.)

- Beginning in FY 2009, during the payment request process, jurisdictions may request, based on financial hardship, a waiver of the 50 percent match requirement. Jurisdictions that request the waiver must cite the nature of the financial hardship and maintain documentation pertaining to the hardship.
- To receive BVP funds, every law enforcement agency **must** implement a written mandatory body armor wear policy. *A mandatory wear concepts and issues paper* and *a model policy* are available by contacting the BVP Customer Support Center at vests@usdoj.gov or toll free at 1-877-758-3787. Only jurisdictions or law enforcement agencies eligible for the BVP Program may receive the *model policy* and *issues paper*.
- More information about the BVP Program is available at www.ojp.gov/bvpbasi.

CONTACT US

Bulletproof Vest Partnership Initiative
Bureau of Justice Assistance
Office of Justice Programs
810 Seventh Street NW.
Washington, DC 20531
Toll free: 1-877-758-3787
E-mail: vests@usdoj.gov
Web site: www.ojp.gov/bvpbasi

Application and Funding Process

The entire application-through-payment process for the BVP Program is managed via the online BVP system. To participate in BVP, state, local, and tribal jurisdictions must follow five steps:

1. **Register as a Jurisdiction:** Jurisdictions that have never participated in BVP can register at any time throughout the year by contacting BVP Customer Support at 1-877-758-3787 or via e-mail at vests@usdoj.gov. Only jurisdictions are eligible to receive funding through the BVP Program. If an eligible jurisdiction (states, some counties, and larger local municipalities) has more than one law enforcement agency (LEA), each LEA should register in the BVP system and create its own application, and the aggregate application will be submitted by the jurisdiction on behalf of all of its LEAs. Once registered with the BVP Program, jurisdictions are responsible for regularly updating their own critical information.
2. **Register and Associate a User ID:** BVP users must register for a new BVP account/user ID and associate it with an existing agency before agency details can be viewed. Users can register for the BVP Program at the following web site: <https://grants.ojp.usdoj.gov/bvp/login/userRegistration.jsp>.
3. **Submit Application:** For information on how to apply for funding, please e-mail vests@usdoj.gov. When submitting an application, jurisdictions must make sure to identify the total number, type, and projected cost of vests for all eligible, participating law enforcement officers. Applications may be submitted only during the annual, 6-week open application period.

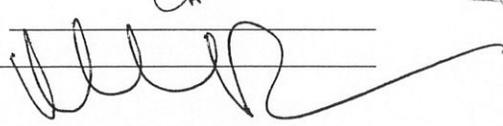
Funding decisions are made within 3 months after the application period closes. Applicants are notified via e-mail regarding approved funding levels. Unlike other payment programs, funds are not disbursed until the vests are received and the jurisdiction submits a request for payment through the BVP system.

4. **Purchase Vests:** BVP funds may only be used to purchase vests that meet the current NIJ bullet- and stab-resistant body armor standards. Lists of vest models that meet the current NIJ standards are available at the following web pages: www.justnet.org/body_armor/index.html.
Special Note: BVP funds can be used to purchase only one vest per officer during the jurisdiction's stated replacement cycle. BVP funds may be used toward the purchase of tactical-level vests, but if a tactical-level vest is purchased for an officer, it must be the officer's primary vest; a regular-duty vest cannot be purchased for the same officer, during the same replacement cycle, using BVP funds.
5. **Submit Receipt Information:** Once vests are received, jurisdictions can submit a request for payment through the BVP system at www.ojp.gov/bvpbasi. Recipients have up to 2 years from the date of the award to submit payment requests. Once the payment request is submitted, BJA reviews the request for accuracy and processes payments on a monthly schedule.

FS~000396

Introduced by: _____

Seconded by: _____

OK 20


CITY OF HOBOKEN
RESOLUTION NO. : _____

**A RESOLUTION APPROVING PARTICIPATION IN A TRAFFIC / PEDESTRIAN SAFETY PROGRAM WITH
THE NEW JERSEY DIVISION OF HIGHWAY TRAFFIC SAFETY.
FY2017 PEDESTRIAN SAFETY GRANT**

WHEREAS, the City of Hoboken is interested in participating with the N.J. Division of Highway Traffic Safety and the National Highway Traffic Safety Administration in an effort to reduce pedestrian injuries through education, enforcement and engineering; specifically through the **2017 Pedestrian Safety Enforcement and Education Program**; and

WHEREAS, In 2014, 170 pedestrians were killed in New Jersey, which represented more than 30 percent of the motor vehicle fatalities in the state that year. Nationally, pedestrians represent 14 percent of motor vehicle fatalities, on average. During the ten-year period 2005-2014, there were 1,495 pedestrian fatalities in New Jersey, an average of 149 per year. Furthermore, during the most recent five year period, more than 22,000 pedestrians were injured in traffic crashes in the state; and

WHEREAS, the State of New Jersey, Division of Highway Traffic Safety provides reimbursement via grant funding for overtime police enforcement and educational materials purchased within the guidelines of the FY2017 Pedestrian Safety Grant; and

WHEREAS, the City of Hoboken wishes to apply for funding for a project under the New Jersey Division of Highway Traffic Safety's Pedestrian Safety Grant in the amount of **\$16,000**; and

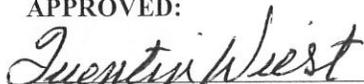
WHEREAS, the Hoboken City Council has reviewed the accompanying application and has approved its submission, and

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

- 1) The Hoboken Police Department is authorized to participate in the program via overtime enforcement of Police Officers as well as providing on duty educational presentations as allowed in the program reimbursement guidelines.
- 2) The Mayor or her designee is authorized to execute the above referenced grant application, and all other documents to fulfill the intent of the application and subsequent grant funding, and the Council ratifies same.
- 3) As a matter of public policy, the City of Hoboken wishes to participate to the fullest extent possible with the **FY2017 New Jersey Division of Highway Traffic Safety Pedestrian Safety Program**.
- 4) This resolution shall take effect immediately.

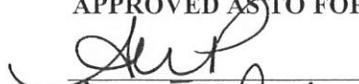
Meeting date: April 6, 2016

APPROVED:



Quentin Wiest
Business Administrator

APPROVED AS TO FORM:



Anissa Polho, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	//			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 06 2016

James J. Sarcina

CITY CLERK

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT TO BILLY CONTRACTING FOR THE PROVISIONS OF ROOF REPLACEMENT AT 1313 WASHINGTON STREET FIREHOUSE IN ACCORDANCE WITH THE CITY'S BID NO. 15-29, AS CHANGE ORDER NUMBER 1/FINAL, IN AN INCREASED AMOUNT NOT TO EXCEED \$1,342.50 (=01.4% INCREASE) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$99,342.50

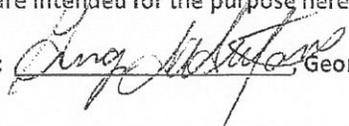
WHEREAS, the City of Hoboken requires additional unforeseen goods and services under the contract for the provisions of Roof Replacement at 1313 Washington Street Firehouse (Bid 15-29); and,

WHEREAS, the Administration intends to continue to use Billy Contracting for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a change order (#1/FINAL) to the contract for the provisions of Roof Replacement at 1313 Washington Street Firehouse (Bid 15-29) to Billy Contracting for a total increase in the contract amount by One Thousand Three Hundred Forty Two Dollars and Fifty Cents (\$1,342.50), for a total not to exceed amount of Ninety Nine Thousand Three Hundred Forty Two Dollars and Fifty Cents (\$99,342.50) of which the change order (#1/FINAL) to the contract shall be for purchases and installation in accordance with the RSC Architect Change Order Request, dated 1/25/2016; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$1,342.50 is available in the following appropriation C-04-60-715-216 in the CY2016 capital budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 budget or the capital/trust funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1/FINAL) for the contract for the provisions of Roof Replacement at 1313 Washington Street Firehouse (Bid 15-29) to Billy Contracting shall be authorized for a total increase in the contract amount by One Thousand Three Hundred Forty Two Dollars and Fifty Cents (\$1,342.50), for a total not to exceed amount of Ninety Nine Thousand Three Hundred Forty Two Dollars and Fifty Cents (\$99,342.50) of which the change order (#1/FINAL) to the contract shall be for purchases and installation in accordance with the RSC Architect Change Order Request, dated 1/25/2016, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and

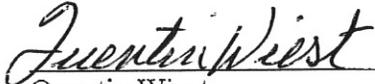
take any and all actions necessary to complete and realize the intent and purpose of this resolution.

5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

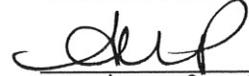
Billy Contracting
Pine Brook, New Jersey

Meeting date: April 6, 2016

APPROVED:


Quentin Wiest
Business Administrator

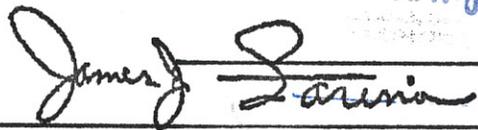
APPROVED AS TO FORM:


Alysia Proko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

APR 06 2016


CITY CLERK

Account : C-04-60-715-216
 Description : Z-361 Renovations/Improve Fire Dept Bldg Type: Sub Account
 Starting Date : 01/01/16 Ending Date: 04/05/16 PO Transactions: Summarized
 * Transaction included in Previous and/or Opening Balance ** Transaction is not included in balance
 En = PO Line Item First Encumbrance Date BC = Blanket Control BS = Blanket Sub

Date	Description	Trans Amount	Balance
	OPENING BALANCE		1,786.36-
02/08/16	Transfer To Acct Transfer to replenish subaccount Post #: B 3975 1	443.86	1,342.50-
02/18/16	PO 11 0959 2 Paid ck200400 ROOF REPLACEMENT AT FIREHOUSE Vn 30 BILLY CONTRACTING RESTORATION En 11/19/15 BS	70,290.00-	1,342.50-
02/18/16	PO 11 0299 2 Paid ck200398 INTERIOR RENOVATIONS TO 1313 Vn 30 GEORGE KOUSTAS PAINTING LLC En 12/10/15 BS	38,000.00-	1,342.50-
04/01/16	Transfer To Acct Transfer in soft for change order per QW Post #: B 4062 1	1,342.50	0.00



BILLY CONTRACTING & RESTORATION INC

12 Maple Ave. Bldg. F
Pine Brook, NJ 07058
Voice: 973.396.2579 Fax: 973.396.2580
billycontracting@yahoo.com

Date: December 17, 2015

Re: Roof Replacement at Hoboken Fire Station
1313 Washington St
Hoboken NJ 07030

Mike, as per our conversation see below.

- Saturday Dec. 12, 2015 (Overtime)

Laborers 40 hours x \$28.18 as per prevailing wage rate (see attached)	\$1,127.20
Roofers 24 hours x \$35.56 as per prevailing wage rate (see attached)	\$853.40

Total for Saturday: **\$1,980.60**

- Sunday Dec. 13, 2015 (Double time)

Laborers 40 hours x \$56.37 as per prevailing wage	\$2,254.80
Roofers 24 hours x \$71.13 as per prevailing wage	\$1,707.10

Total for Sunday: **\$3,961.90**

Grand Total: **\$5,942.50**

Billy Contracting & Restoration Inc.


Billy Kuntevski, President



BILLY CONTRACTING & RESTORATION INC

12 Maple Ave. Bldg. F
Pine Brook, NJ 07058
Voice: 973.396.2579 Fax: 973.396.2580
billycontracting@yahoo.com

Date: December 17, 2015

Re: Roof Replacement at Hoboken Fire Station
1313 Washington St
Hoboken NJ 07030

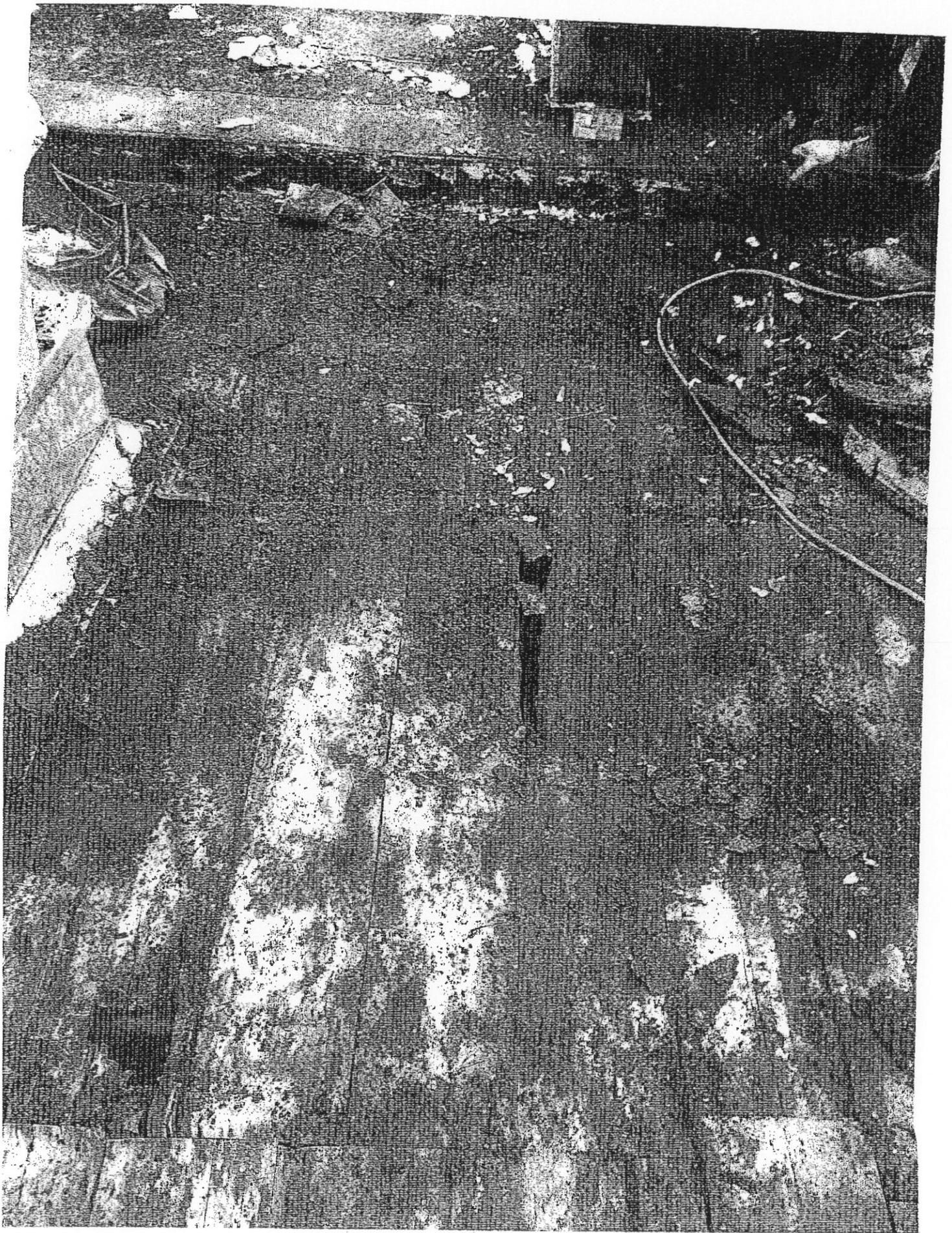
Plywood sheeting replacement:

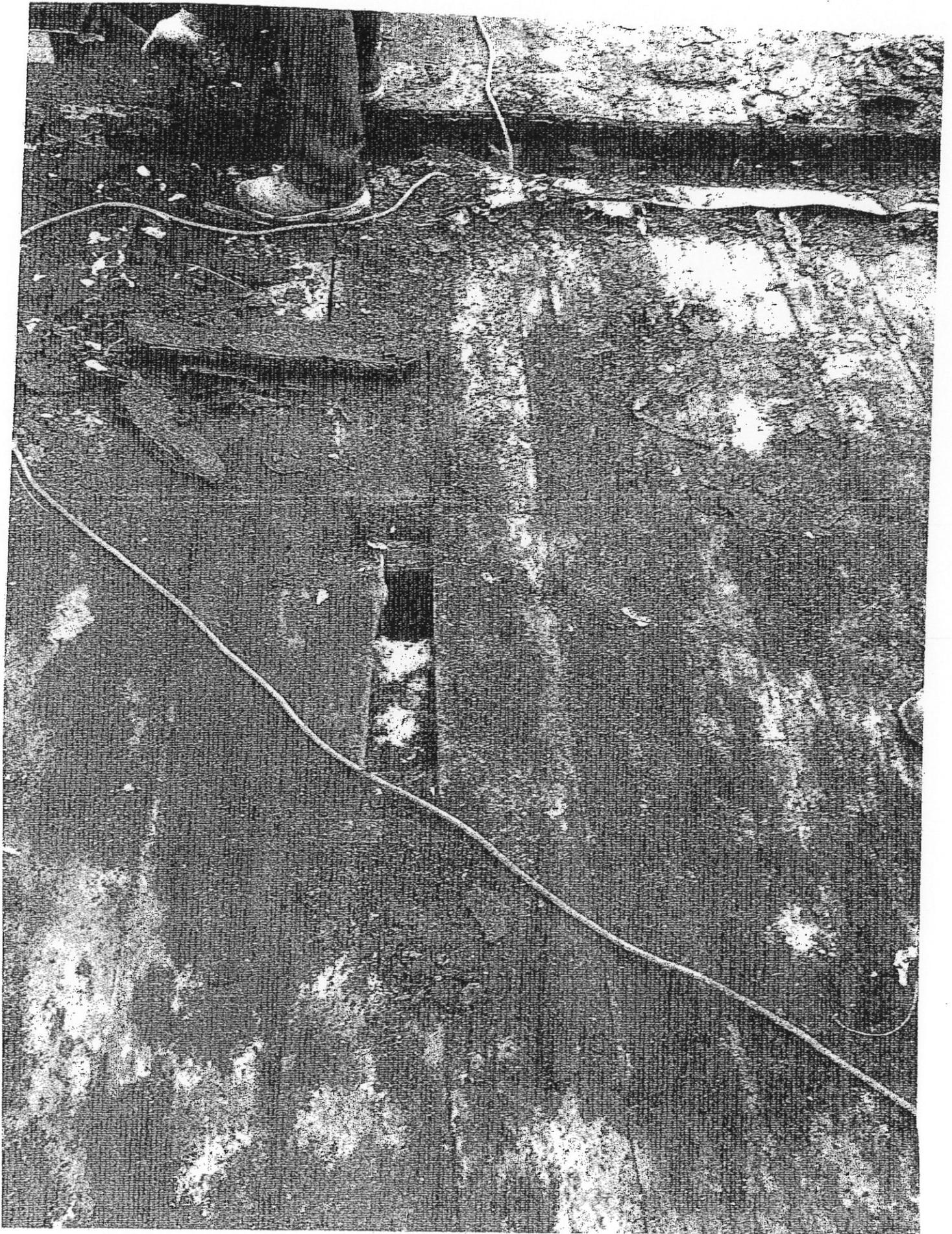
We replace 140SF x \$10.00 per SF as per unit price.

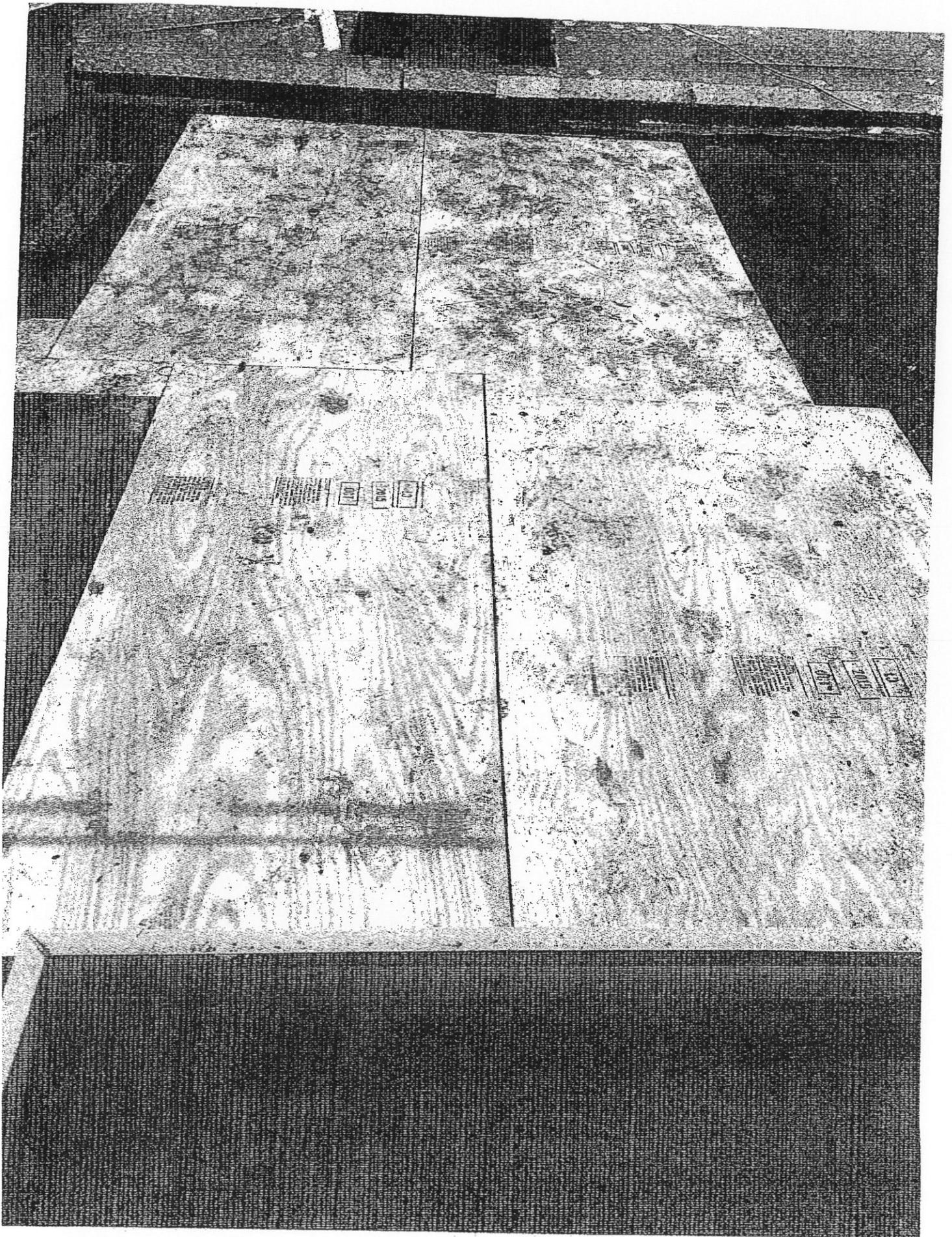
Total: **\$1,400.00**

Billy Contracting & Restoration Inc.

Billy Rantevski, President







Sponsored By: _____
Co-sponsored By: _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ACCEPTANCE OF DEPARTMENT OF AGRICULTURE FUNDS FOR 2016 SUMMER FOOD SERVICE PROGRAM

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

WHEREAS, the State of New Jersey, Department of Agriculture has once again awarded to the City of Hoboken funds in the amount of \$67,713.02 for the 2016 Summer Food Service Program; and,

WHEREAS, no City match is required as part of this award or underlying program.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Administration to accept the funds awarded, in the amount of \$67,713.02, to the City of Hoboken from the Department of Agriculture for the 2016 Summer Food Service Program; and,

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

1. Execute any grant or funding award from the Department of Agriculture for this program, so long as there is no monetary city match;
2. Furnish such documents as may be required;
3. Act as authorized correspondent of the City of Hoboken;
4. Publish and review bid documents in accordance with the DOA requirements; and,
5. Execute necessary contracts, so long as same are within the funding award amount.

Meeting date: April 6, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alycia Proko
Alycia Proko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:
APR 06 2016

James J. Farina

CITY CLERK

CERTIFICATION

I, James Farina, City Clerk of the City of Hoboken, hereby certify the foregoing to be a true copy of a resolution adopted by the Hoboken City Council at their meeting held, April 6, 2016.

WITNESS, my hand and the seal of the City of Hoboken this 6 day of April, 2016.

James J. Farina

James Farina, City Clerk

INTRODUCED BY: 
SECONDED BY: 

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT OF DEE-EN ELECTRICAL CONTRACTING FOR THE MULTI SERVICE CENTER, FIRE HOUSES, AND AMBULANCE CORP BUILDING ELECTRICAL UPGRADES AS CHANGE ORDER NUMBER GEN-7 IN AN INCREASED AMOUNT OF \$21,436.47, FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$1,132,907.69 (A 4.9% CHANGE FROM THE ORIGINAL CONTRACT AMOUNT)

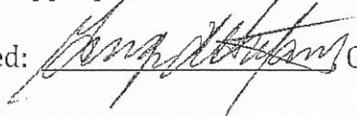
WHEREAS, the City of Hoboken requires an additional change order for electrical work being performed under the contract for the Electrical Generator Upgrades, which was originally awarded to Dee-En Electrical Contracting ("Dee-En") for \$1,042,600.00; and,

WHEREAS, the Administration is using Dee-En for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order GEN-7 to the contract for said services to Dee-En, for an increase in the contract amount by Twenty One Thousand Four Hundred Thirty Six Dollars and Forty Seven Cents (\$21,436.47), for a new total not-to-exceed amount of **\$1,132,907.69** for work in accordance with Dee-En's Change Order Request dated 3/10/16 (attached hereto); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$21,436.47 is available in the following appropriations: C-04-60-715-215 in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that change order GEN-7 to the contract for said services to Dee-En, for an increase in the contract amount by Twenty One Thousand Four Hundred Thirty Six Dollars and Forty Seven Cents (\$21,436.47), for a new total not-to-exceed amount of \$1,132,907.69 for work in accordance with Dee-En's Change Order Request dated 3/10/16 (attached hereto); and,

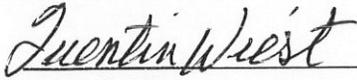
BE IT FURTHER RESOLVED, that the time of completion of the contract be extended by 30 days; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. Any further change orders which shall become necessary hereafter shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The Mayor, or her designee is hereby authorized to execute an agreement, for

the above referenced goods and/or services based upon the information herein.

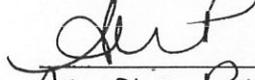
Meeting date: April 6, 2016

APPROVED:



Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

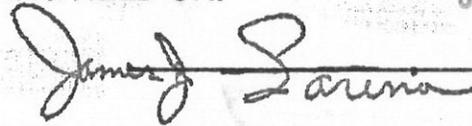


Aysla Proho, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
Dave Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
Jennifer Giattino, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

APR 06 2016



CITY CLERK

April 5, 2016
03:20 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 04/05/16 Batch Type: Standard

Account No, Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-215 Z-361 Renovations/Improve	Encumbrance	CFO Cert for meeting 04/06/16 DEE-EN Police Hdqtrs	21,436.47	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	21,436.47
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	21,436.47

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	21,436.47
Total:	1	21,436.47

There are NO errors in this listing.

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	21,436.47			
Batch: GDS	Updated Entries:	1	Updated Amount:	21,436.47	Ref Num: 4064

DEE-EN ELECTRICAL CONTRACTING, INC.
3014 TREMLEY POINT ROAD, LINDEN, NJ 07036
P: 908-862-8189 F: 908-862-8171
DNELECTRIC13@GMAIL.COM

3/10/16

C/O # GEN - 7

HOBOKEN EMERGENCY GENERATORS

106 HUDSON ST, POLICE HEADQUARTERS – ADDITIONAL WORK TO RELOCATE THE ELECTRICAL SERVICE AND A.T.S. TO THE FIRST FLOOR, & 1 NEW C.T. CABINET AND METER PAN INSTALLED OUTDOORS.

Material:

Required By PSE&G

• 1- 800amp C.T. Cabinet	\$1,250.00
• 1- New Meter Pan (By PSE&G)	\$0
• 40' of 4" PVC Conduit	\$96.00
• 4- 4" PVC Elbows (36")	\$257.55
• 4- 4" PVC Connectors	\$19.63
• 8- 4" PVC Couplings	\$27.63
• 3- 4" Mogul L.B. Fittings	\$1,335.00
• 2" Galvanized Conduit	\$66.00
• 30' of 4" Galvanized Conduit	\$510.00
• 120' of 350mcm Cable	\$838.80

Labor:

Required By PSE&G

• Excavation for Underground Utility Conduit – 2men 2 days, 28 hours – Labor	\$1,920.80
• Install Underground Utility Conduit, 40' PVC – 2men 2 days, 28 hours – Electrician	\$2,790.20
• Install 1- C.T. Cabinet & Terminate – 1man 2 days, 14 hours – Electrician	\$1,395.10
• Install 1- Meter Pan – 1man 1 day, 7 hours – Electrician	\$697.55
• Install 2- 4" Conduits & 120' of 350mcm cable, 2men 2days, 28 hours – Electrician	\$2,790.20
• Remove Existing C.T. Cabinet & Meter Pan, 1man 1 day, 7 hours – Electrician	\$697.55
• Core drill & Patch Exterior & Interior Walls, 1man 2 days, 14 hours – Labor	\$960.40

Required By City of Hobken

• Steel Plate Rental – 2 Weeks	\$1,000.00
• Police Present 3.5 Days	\$1,820.00
• DGA (2 Yards) Backfill	\$168.00

Total Labor & Material Cost:	\$18,640.41
15% Profit & Overhead:	\$2,796.06
Total C/O Amount:	\$21,436.47

*Due to C/O, contract to be extended by 30 days.

Introduced by: [Signature]
Seconded by: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE LOCATION OF THE DOWNTOWN HOBOKEN FARMERS' MARKET EVERY TUESDAY,
BEGINNING JUNE 28, 2016 AND ENDING TUESDAY, NOVEMBER 22, 2016**

WHEREAS, the Quality of Life Coalition and the City of Hoboken are sponsoring a farmers' market along the east side of Washington Street between Newark Street and Observer Highway; and

WHEREAS, the Hoboken Farmers' Market will take place every Tuesday, beginning June 28, 2016 and ending Tuesday, November 22, 2016; and

WHEREAS, the Hoboken Quality of Life Coalition and City of Hoboken request that the Council of the City of Hoboken suspend parking meter rules on that section of the East side of Washington Street beginning just south of Newark Street so that the farmers can park their trucks to unload and sell their goods.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The parking meters along the East side of Washington Street just South of Newark Street are hereby suspended on every Tuesday from 12:00 P.M. to 9:00 P.M. beginning Tuesday, June 28, 2016 and ending Tuesday, November 22, 2016.
4. The sidewalk along the East side of Washington Street between Newark Street and Observer Highway shall be cleared of loiterers every Tuesday from 12:00 P.M. to 9:00 P.M. beginning at 12:00 P.M. on Tuesday, June 28, 2016 and ending at 9:00 P.M. on Tuesday, November 22, 2016.
5. The Hoboken Police Department and Hoboken Parking Utility shall take action to effectuate and enforce these regulations.
6. A certified copy of this resolution shall be provided to Mayor Dawn Zimmer, Business Administrator Quentin Wiest, Chief of Police Kenneth Ferrante, and Director John Morgan.

This Resolution shall take effect immediately.

Meeting date: April 6, 2016

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Aurora Proho Esq.
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

AT A MEETING HELD ON:

APR 06 2016

James J. Larina

CITY CLERK

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

DOWNTOWN HOBOKEN FARMERS' MARKET REGULATIONS

PURPOSE: The Downtown Hoboken Farmers' Market has been established as a community service to the City of Hoboken and as support for regional farmers, allowing them the opportunity to market quality products grown on their farms in a designated area. To remain competitive, farmers need to be able to develop new markets for agricultural products grown on their farms. Success in agricultural marketing helps significantly in economically preserving farmland and open space which in turn contributes to maintaining the quality of life in the region. Communities benefit from the fresh, nutritious, high quality produce it provides consumers access to and attracts business activity to downtown areas. The Downtown Hoboken Farmers' Market also serves as a community gathering place to exchange recipes and ideas in a non-political setting.

REGISTRATION: Participation is open to established farming operations engaged in the production of agricultural products and vendors whose products promote nutrition and/or produce.

FEES: Registration -\$50 Due with completed application
Market Fees -\$35/day

LOCATION/TIME: The market will operate on the east side of Washington Street between Newark Street and Observer Highway. Arrive at least one-half hour before to set up. No sales will occur before 3:00 PM and breakdowns should be completed no later than 7:30 PM

INSURANCE: A certificate of liability insurance is required with a minimum coverage of \$1,000,000 naming the City of Hoboken as an additional insured. Certificates of insurance must be received and approved by the market manager before a grower is permitted to sell at the market.

SALES AUTHORIZATION: Authorization to sell agricultural products is available to growers who have an established farming operation under their direct management. Only one authorization per market will be issued for each farming operation. The authorization entitles the farmer, family members and employees of the farming operation to sell agricultural products grown by that farming operation. The authorization is not transferable and may be limited to a specific number per market. Each market reserves the right to select the growers that will participate. Selection will be based on size of market location, composition of products offered, and prior adherence to the market regulations. Authorization to sell at the market can be withdrawn by the sponsor if a grower violates market regulations or if the market must close due to lack of support by the community or participating growers.

SPACES: Spaces (of a specified size and location) will be assigned by the market manager. Spaces assigned to vendors are to be used only by that vendor. No leasing or lending of market stalls will be allowed. **When unable to attend, vendors must notify the Market Manager in advance (24 hours, if possible). Each vendor will be allowed parking for one vehicle on Hudson St. between 13th and 14th Sts. The Downtown Hoboken Farmers' Market will not be held responsible for parking violations of a second vehicle.**

ORDERLY MARKET OPERATION: The market manager is responsible for the orderly operation of the market. All questions and issues are to be directed to the market manager. **Disputes between vendors and/or market managers will not be tolerated at the market site.** The market manager has the right to evict any vendor from the market site. The vendor's recourse is a formal complaint in writing forwarded to both the Market Manager and the NJCFC. The Market Manager and the NJCFC are only responsible for acting upon written complaints.

DISPLAY: Tables displaying produce and related products will be set up, so that no seller blocks or limits the view or access of consumers to a neighboring seller. Vendors must supply their own scales, bags, tables, electrical power etc. Producers must maintain scales acceptable to the County Department of Weights and Measures. Produce may be sold by the count, weight, bunch, or in legally acceptable containers. All other containers must identify the net weight of the contents. Produce that is not of fresh or good quality will not be displayed nor sold at the market. The market manager has the right to require any produce that does not comply with the market regulations to be removed from any stand. All prices must be posted before and during sale time. **In addition, each seller must display a sign in a prominent place giving his or her farm name and address.** Producers and their employees must wear shirts, trousers/shorts/skirts and shoes. Hawking or shouting to attract customers will not be permitted. Each producer is responsible for cleaning the area around his or her stall and providing at least one trash receptacle. Grower generated waste should be disposed back at the farm.

Producers will comply with all federal, state, and county regulations including, but not limited to, chapter 12 of the New Jersey Sanitary Code. Vendors must also comply with other terms and conditions that may be added for the public health, safety, and welfare.

VENDORS: The Downtown Hoboken Farmers' Market reserves the right to invite, or not invite, vendors as it sees fit. Products sold by vendors at the Downtown Hoboken Farmers' Market must either be grown/produced by New Jersey farmers directly or promote good nutrition and/or produce.

FARMERS' PRODUCTS: Only agricultural products produced from the farm of the grower can be sold* at the Farmers' Market, except as specified below:

Leased land - Growers may utilize leased land only if all aspects of production and maintenance are conducted under their direct management. The Market Manager and NJCFC may ask for a copy of the lease agreement *and proof that the farmer performs or supervises all work associated with the production of the crop. Proof may include but is not limited to seed receipts, pay roll records, spray records, orchard equipment, etc.*

Leasing of orchard land is permitted only if it is done on a long-term (+3 years). NJCFC will ask for a copy of the lease agreement which must be received by April 15, 2009. Legitimacy of all lease agreements will be judged by the NJCFC to determine if products can be brought to market.

Cider and fruit juice - Sold only by the producers of those fruits. Cider can be pressed off farm, if not pressed on the farm, provide name and address of mill at the market. At least 60% of fruit in the juice will come from grower's orchard. No cider or juices can come from anywhere other than New Jersey. No concentrates are permitted.

The sale of baked and other processed items is decided on a market by market basis by the municipality in which a market is located. Growers wishing to sell items freshly grown on their farm baked or processed on their premises must submit a copy of their County Health Department's annual Sanitary Inspection Report to the NJCFC and the Market Manager before the market season begins.

Products sold as organic must comply with the National Organic Program rules.

*All agricultural products to be sold must first be registered, as appropriate, on the **Crop Plan Form** or the **Purchased Product Request Form**.

PURCHASED ITEMS: A grower may petition the Market Manager to sell a purchased agricultural product at the farm market, not grown on his or her farm, for a specified period of time. The grower petitioning the Market Manager to sell a purchased product will submit a **Purchased Product Request Form** at least one week in advance of the starting date of sale of that product.

Based on the following criteria, the Market Manager will either approve, partially approve, or reject the grower's petition:

1. The product is purchased directly from another New Jersey farm operation where it was grown.
2. It has been determined by reviewing crop plans and surveying other growers in the market that there will not be a sufficient quantity *and quality* of that product in the market to satisfy demand during the specified time period. *Sales of purchased items will be allowed only after growers of the crop has been sold out.*
3. A maximum of 1-5 crops (based on number of farmers as follows: 1-2 farmers=0-5 crops, 3-4 farmers=0-4 crops, 4 or more farmers=0-3 crops) (all varieties/cultivars of a crop are counted as one crop) may be purchased and will account for no more than 25% of all products offered for sale by the farmer, both in number and sales space, at the beginning of each sales day.
4. The offering for sale of purchased items will not deter from the purpose of the Farmers Market, nor negatively impact its viability. Approval may be withdrawn with one-week prior notice.

A listing of all purchased product approvals will be made available to all authorized farmers upon request. **Purchased items must be identified as such at the market by indicating the farm name and location where they were bought.**

Full partnerships of two individual farmers sharing in the production of crops can participate in the Farmers Markets only with **written preapproval from the Market Manager** and supported with a partnership agreement filed in the county the farm is

located. A full partnership is defined as two individual farmers actually sharing in the production (planting, cultivation, pest control, and harvest) of crops. This cannot be a brokerage arrangement. It is the grower participants responsibility to submit a legal partnership agreement to the Market Manager and the NJCFC before bringing the partnership's products to market.

INSPECTIONS: The NJCFC, or its agent, will inspect each registered farm during the marketing season to verify agricultural products being grown, acreage, and scheduled time of harvest. An approved farm inspection is required annually for each grower to be authorized to sell any product at the Farmers' Market. Advance notice will be provided before any farm inspection. *Growers must schedule an inspection within one week of being contacted by the inspector.* The NJCFC reserves the right to reinspect farms to clarify or resolve questions or complaints *with 48 hour advance notice.* *Farmer will be billed \$125 for reinspection if a violation is found.* Farmers will receive copies of their farm inspection report as well as the Manager of the market(s) the farmer is attending. The NJCFC will make at least one market inspection per year at each of the community sites to ensure produce being sold by the participating growers is on their **Crop Plan form** and /or **Purchased Product Request form(s)**. The results of this market inspection will be forwarded to the Market Managers.

VIOLATIONS: If a Market Manager in consultation with the NJCFC determines a grower is in violation of the regulations, the grower will be notified by phone or in person, and a written notice will follow. If the violation continues, the following penalties may be assessed:

PENALTIES: **One violation** - a warning letter issued and/or suspension from the market(s) *where the violation was found* for one day.

Two violations - suspension from the market(s) for up to one month and a mandatory meeting with NJCFC Executive Committee and Market Manager.

Additional violations - suspension from the market(s) for up to the remainder of the season. Re-application to the market(s) will be at the market manager's and community sponsor's discretion.

Major violations in which suspension from a market was necessary are cumulative and stay on a growers record for two years from the date of the violation. Minor violations in which only a warning letter was issued cumulate only during the year they were issued.

APPEALS: Upon receiving a violation notice, you may request an appearance before the NJCFC Executive Committee and the Market Manager to contest the findings. A meeting will be called within two weeks of your request. Items in violation may be suspended from sale until the hearing. To assure speedy resolution of violations, an enforcement subcommittee may hear your case in lieu of a full committee.

Market Contact:

John Branciforte
1125 Maxwell Ln #1121
Hoboken, NJ 07030

Introduced by: Peter Cunningham 25
 Seconded by: [Signature]

CITY OF HOBOKEN
 RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE LOCATION OF THE UPTOWN HOBOKEN FARMERS' MARKET ON THURSDAYS
 BEGINNING JUNE 2, 2016 AND ENDING THURSDAY, OCTOBER 27, 2016

WHEREAS, the Quality of Life Coalition and the City of Hoboken are sponsoring a farmers' market along the East side of Hudson Street between 13th and 14th Streets; and

WHEREAS, the Hoboken Farmers' Market will take place every Thursday, beginning June 2, 2016 and ending Thursday, October 27, 2016; and

WHEREAS, the Hoboken Quality of Life Coalition and City of Hoboken request that the Council of the City of Hoboken suspend parking meter rules on that section of the East side of Hudson Street beginning North of 13th Street so that the farmers can park their trucks to unload and sell their goods.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The parking meters along the East side of Hudson Street just North of 13th Street are hereby suspended on every Thursday from 12:00 P.M. to 9:00 P.M. beginning Thursday, June 2, 2016 and ending Thursday, October 27, 2016.
4. The sidewalk along the East side of Hudson Street between 13th and 14th Streets shall be cleared of loiterers every Thursday from 12:00 P.M. to 9:00 P.M. beginning at 12:00 P.M. on Thursday, June 2, 2016 and ending at 9:00 P.M. on Thursday, October 27, 2016.
5. The Hoboken Police Department and Hoboken Parking Utility shall take action to effectuate and enforce these regulations.
6. A certified copy of this resolution shall be provided to Mayor Dawn Zimmer, Business Administrator Quentin Wiest, Chief of Police Kenneth Ferrante, and Director John Morgan.

This Resolution shall take effect immediately.

Meeting date: April 6, 2016

APPROVED:

Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

Ausia Piro, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain	Present	Absent
Ravinder Bhalla	/				
Peter Cunningham	/				
Michael Defusco	/				
James Doyle	/				
Tiffanie Fisher	/				
David Mello	/				
Ruben Ramos, Jr.	/				
Michael Russo	/				
President Jennifer Giattino					

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: APR 06 2016

James J. Sorena
 CITY CLERK

UPTOWN HOBOKEN FARMERS' MARKET REGULATIONS

PURPOSE: The Uptown Hoboken Farmers' Market has been established as a community service to the City of Hoboken and as support for regional farmers, allowing them the opportunity to market quality products grown on their farms in a designated area. To remain competitive, farmers need to be able to develop new markets for agricultural products grown on their farms. Success in agricultural marketing helps significantly in economically preserving farmland and open space which in turn contributes to maintaining the quality of life in the region. Communities benefit from the fresh, nutritious, high quality produce it provides consumers access to and attracts business activity to Uptown areas. The Uptown Hoboken Farmers' Market also serves as a community gathering place to exchange recipes and ideas in a non-political setting.

REGISTRATION: Participation is open to established farming operations engaged in the production of agricultural products and vendors whose products promote nutrition and/or produce.

FEES: Registration -\$50 Due with completed application
Market Fees -\$35/day

LOCATION/TIME: The market will operate on the east side of Hudson Street between 13th and 14th Streets. Arrive at least one-half hour before to set up. No sales will occur before 2:00 PM and breakdowns should be completed no later than 7:00 PM.

INSURANCE: A certificate of liability insurance is required with a minimum coverage of \$1,000,000 naming the City of Hoboken as an additional insured. Certificates of insurance must be received and approved by the market manager before a grower is permitted to sell at the market.

SALES AUTHORIZATION: Authorization to sell agricultural products is available to growers who have an established farming operation under their direct management. Only one authorization per market will be issued for each farming operation. The authorization entitles the farmer, family members and employees of the farming operation to sell agricultural products grown by that farming operation. The authorization is not transferable and may be limited to a specific number per market. Each market reserves the right to select the growers that will participate. Selection will be based on size of market location, composition of products offered, and prior adherence to the market regulations. Authorization to sell at the market can be withdrawn by the sponsor if a grower violates market regulations or if the market must close due to lack of support by the community or participating growers.

SPACES: Spaces (of a specified size and location) will be assigned by the market manager. Spaces assigned to vendors are to be used only by that vendor. No leasing or lending of market stalls will be allowed. **When unable to attend, vendors must notify the Market Manager in advance (24 hours, if possible). Each vendor will be allowed parking for one vehicle on Hudson St. between 13th and 14th Sts. The Uptown Hoboken Farmers' Market will not be held responsible for parking violations of a second vehicle.**

ORDERLY MARKET OPERATION: The market manager is responsible for the orderly operation of the market. All questions and issues are to be directed to the market manager. **Disputes between vendors and/or market managers will not be tolerated at the market site.** The market manager has the right to evict any vendor from the market site. The vendor's recourse is a formal complaint in writing forwarded to both the Market Manager and the NJCFC. The Market Manager and the NJCFC are only responsible for acting upon written complaints.

DISPLAY: Tables displaying produce and related products will be set up, so that no seller blocks or limits the view or access of consumers to a neighboring seller. Vendors must supply their own scales, bags, tables, electrical power etc. Producers must maintain scales acceptable to the County Department of Weights and Measures. Produce may be sold by the count, weight, bunch, or in legally acceptable containers. All other containers must identify the net weight of the contents. Produce that is not of fresh or good quality will not be displayed nor sold at the market. The market manager has the right to require any produce that does not comply with the market regulations to be removed from any stand. All prices must be posted before and during sale time. **In addition, each seller must display a sign in a prominent place giving his or her farm name and address.** Producers and their employees must wear shirts, trousers/shorts/skirts and shoes. Hawking or shouting to attract customers will not be permitted. Each producer is responsible for cleaning the area around his or her stall and providing at least one trash receptacle. Grower generated waste should be disposed back at the farm.

Producers will comply with all federal, state, and county regulations including, but not limited to, chapter 12 of the New Jersey Sanitary Code. Vendors must also comply with other terms and conditions that may be added for the public health, safety, and welfare.

VENDORS: The Uptown Hoboken Farmers' Market reserves the right to invite, or not invite, vendors as it sees fit. Products sold by vendors at the Uptown Hoboken Farmers' Market must either be grown/produced by New Jersey farmers directly or promote good nutrition and/or produce.

FARMERS' PRODUCTS: Only agricultural products produced from the farm of the grower can be sold* at the Farmers' Market, except as specified below:

Leased land - Growers may utilize leased land only if all aspects of production and maintenance are conducted under their direct management. The Market Manager and NJCFC may ask for a copy of the lease agreement *and proof that the farmer performs or supervises all work associated with the production of the crop. Proof may include but is not limited to seed receipts, pay roll records, spray records, orchard equipment, etc.*

Leasing of orchard land is permitted only if it is done on a long-term (+3 years). NJCFC will ask for a copy of the lease agreement. Legitimacy of all lease agreements will be judged by the NJCFC to determine if products can be brought to market.

Cider and fruit juice - Sold only by the producers of those fruits. Cider can be pressed off farm, if not pressed on the farm, provide name and address of mill at the market. At least 60% of fruit in the juice will come from grower's orchard. No cider or juices can come from anywhere other than New Jersey. No concentrates are permitted.

The sale of baked and other processed items is decided on a market by market basis by the municipality in which a market is located. Growers wishing to sell items freshly grown on their farm baked or processed on their premises must submit a copy of their County Health Department's annual Sanitary Inspection Report to the NJCFC and the Market Manager before the market season begins.

Products sold as organic must comply with the National Organic Program rules.

*All agricultural products to be sold must first be registered, as appropriate, on the **Crop Plan Form** or the **Purchased Product Request Form**.

PURCHASED ITEMS: A grower may petition the Market Manager to sell a purchased agricultural product at the farm market, not grown on his or her farm, for a specified period of time. The grower petitioning the Market Manager to sell a purchased product will submit a **Purchased Product Request Form** at least one week in advance of the starting date of sale of that product.

Based on the following criteria, the Market Manager will either approve, partially approve, or reject the grower's petition:

1. The product is purchased directly from another New Jersey farm operation where it was grown.
2. It has been determined by reviewing crop plans and surveying other growers in the market that there will not be a sufficient quantity *and quality* of that product in the market to satisfy demand during the specified time period. *Sales of purchased items will be allowed only after growers of the crop has been sold out.*
3. A maximum of 1-5 crops (based on number of farmers as follows: 1-2 farmers=0-5 crops, 3-4 farmers=0-4 crops, 4 or more farmers=0-3 crops) (all varieties/cultivars of a crop are counted as one crop) may be purchased and will account for no more than 25% of all products offered for sale by the farmer, both in number and sales space, at the beginning of each sales day.
4. The offering for sale of purchased items will not deter from the purpose of the Farmers Market, nor negatively impact its viability. Approval may be withdrawn with one-week prior notice.

A listing of all purchased product approvals will be made available to all authorized farmers upon request. **Purchased items must be identified as such at the market by indicating the farm name and location where they were bought.**

Full partnerships of two individual farmers sharing in the production of crops can participate in the Farmers Markets only with **written preapproval from the Market Manager** and supported with a partnership agreement filed in the county the farm is located. A full partnership is defined as two individual farmers actually sharing in the production (planting, cultivation, pest control, and harvest) of crops. This cannot be a brokerage arrangement. It is the grower participants responsibility to submit a

legal partnership agreement to the Market Manager and the NJCFC before bringing the partnership's products to market.

INSPECTIONS: The NJCFC, or its agent, will inspect each registered farm during the marketing season to verify agricultural products being grown, acreage, and scheduled time of harvest. An approved farm inspection is required annually for each grower to be authorized to sell any product at the Farmers' Market. Advance notice will be provided before any farm inspection. *Growers must schedule an inspection within one week of being contacted by the inspector.* The NJCFC reserves the right to reinspect farms to clarify or resolve questions or complaints *with 48 hour advance notice.* *Farmer will be billed \$125 for reinspection if a violation is found.* Farmers will receive copies of their farm inspection report as well as the Manager of the market(s) the farmer is attending. The NJCFC will make at least one market inspection per year at each of the community sites to ensure produce being sold by the participating growers is on their **Crop Plan form** and/or **Purchased Product Request form(s)**. The results of this market inspection will be forwarded to the Market Managers.

VIOLATIONS: If a Market Manager in consultation with the NJCFC determines a grower is in violation of the regulations, the grower will be notified by phone or in person, and a written notice will follow. If the violation continues, the following penalties may be assessed:

PENALTIES: **One violation** - a warning letter issued and/or suspension from the market(s) *where the violation was found* for one day.

Two violations - suspension from the market(s) for up to one month and a mandatory meeting with NJCFC Executive Committee and Market Manager.

Additional violations - suspension from the market(s) for up to the remainder of the season. Re-application to the market(s) will be at the market manager's and community sponsor's discretion.

Major violations in which suspension from a market was necessary are cumulative and stay on a growers record for two years from the date of the violation. Minor violations in which only a warning letter was issued cumulate only during the year they were issued.

APPEALS: Upon receiving a violation notice, you may request an appearance before the NJCFC Executive Committee and the Market Manager to contest the findings. A meeting will be called within two weeks of your request. Items in violation may be suspended from sale until the hearing. To assure speedy resolution of violations, an enforcement subcommittee may hear your case in lieu of a full committee.

Market Contact:

Uptown Hoboken Farmers' Market
Julie Harari
202 11th Street
Hoboken, NJ 07030

Introduced by: _____
Seconded by: _____

26

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

**RESOLUTION TO REFUND HANDICAPPED PARKING APPLICATION FEE TO APPLICANT
ROSE VILLANUEVA IN THE AMOUNT OF \$125.00**

WHEREAS, The Subcommittee for Handicapped Parking denied approval of the application of the below listed individual.

NOW, THEREFOR, BE IT RESOLVED, by the Council of the City of Hoboken, that a warrant be drawn on the City Treasury to the order of the following name for the sum so stated, as reimbursement for the handicapped parking application fee the individual submitted:

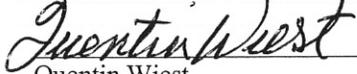
NAME	ADDRESS	AMOUNT
Rose Villanueva	820 Garden Street Apt 3A	\$125.00

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

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

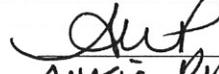
Meeting date: April 6, 2016

APPROVED:



Quentin Wiest
Business Administrator

APPROVED AS TO FORM:



Anisia Pardo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 06 2016**



CITY CLERK

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:

Sponsored By: _____
Co-sponsored By: _____

RESOLUTION NO. _____

APR 06 2016

James J. Sarena

CITY CLERK

GRANT AGREEMENT
BETWEEN
City of Hoboken

AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER:

GOVERNING BODY RESOLUTION

The governing body of the City of Hoboken desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$25,000 to fund the following project:

Hazardous Tree Pruning and Removal for Hazard Mitigation

Therefore, the governing body resolves that Stephen Marks or the successor to the office of Municipal Manager is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$25,000 and not more than \$25,000 and (c) to execute any amendments thereto which do not increase the Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

There are no matching funds required on the part of the City in order to accept the award of this grant.

Meeting date: April 6, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proko
Alysia Proko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

Introduced By: OF
Second By: [Signature]

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refund be made;

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury

made payable to the following totaling **\$2,538.19**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Spiotti & Esposito, P.C. 271 U.S. Highway 46 Suite F105-106 Fairfield, NJ 07004-2471	169/1	266 Seventh St	2014	\$899.64
Spiotti & Esposito, P.C. 271 U.S. Highway 46 Suite F105-106 Fairfield, NJ 07004-2471	169/1	266 Seventh St	2015	\$943.11
Spiotti & Esposito, P.C. 271 U.S. Highway 46 Suite F105-106 Fairfield, NJ 07004-2471	181/5	615 Park Avenue	2014	\$695.44

Meeting date: April 6, 2016

APPROVED:

[Signature]

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

[Signature]

Alycia PROKO
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino		/		

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:**

APR 06 2016

[Signature]
CITY CLERK

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____
RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS**

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

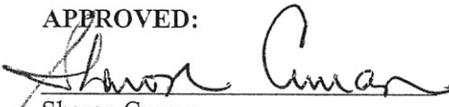
WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made;

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling \$10,025.19

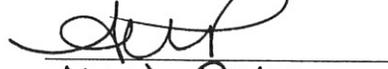
<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Corelogic 95 Methodist Hill Dr., Suite 100 Rochester, NY 14623.	217.01/19	624 Hudson St	4/15	\$8,793.38
Mortgage Connect, LP 260 Airside Drive Moon Township, PA 15108	27/26/C001R	114 Monroe St	2/15	\$ 808.95
Keystone Properties, LLC P.O. Box 222 Milburn, NJ 07041	48/18/C002R	332 Madison St	3/15	\$ 422.86

Meeting date: April 6, 2016

APPROVED:

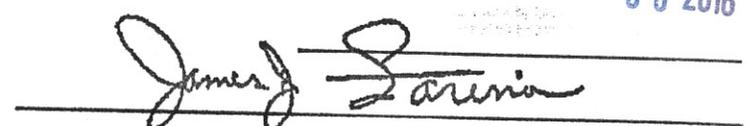

Sharon Curran
Tax Collector

APPROVED AS TO FORM:


Alysia Proke
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino				

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 06 2016


CITY CLERK

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

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular of the City Council of **February 7, 2016** have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:
[Signature: James J. Sarena]
City Clerk

Approved as to form:
[Signature]
Corporation Counsel

Meeting Date: April 6, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON:**

APR 06 2016

[Signature: James J. Sarena]
CITY CLERK

Introduced by: _____
Seconded by: _____

[Handwritten signature] 32

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

RESOLUTION TO APPLY FOR AND ACCEPT A GRANT FROM THE FY2016 PORT SECURITY GRANT PROGRAM (PSGP) IN THE AMOUNT OF \$131,872.67 WITH A \$43,957.56 MATCH FOR (1) FIREBOAT MAINTENANCE AND SUSTAINABILITY, (2) MARITIME DOMAIN AWARENESS, AND (3) MARITIME TRAINING FOR THE HOBOKEN FIRE DEPARTMENT

WHEREAS, the FY2016 PORT SECURITY GRANT PROGRAM (PSGP) provides matching grants to municipal governments who maintain maritime equipment that requires port security maintenance and training standards; and,

WHEREAS, the *City of Hoboken* desires to further the public interest by obtaining a grant of \$131,872.67 from the FY2016 PORT SECURITY GRANT PROGRAM (PSGP) to fund the following projects: (1) FIREBOAT MAINTENANCE AND SUSTAINABILITY, (2) MARITIME DOMAIN AWARENESS, AND (3) MARITIME TRAINING FOR THE HOBOKEN FIRE DEPARTMENT; and,

WHEREAS, the governing body has reviewed the Fire Department's request for authorization to submit the application and instructions and desires to make an application for such a grant, with \$43,957.56 in city matching funds, and provide application information and furnish such documents as may be required, and thereafter accept an award wherein the City agrees to provide a matching value of \$43,957.56, which includes in-kind services, the value of salaried employees, and the value of goods and services previously budgeted and appropriated for by the City, as herein authorized; and,

WHEREAS, certification of funds is not required for this resolution because the City agrees to provide a matching value of \$43,957.56 to this grant, which includes in-kind services, the value of salaried employees, and the value of goods and services previously budgeted and appropriated for by the City, as herein authorized; and,

WHEREAS, the City is willing to use the grant funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with FY2016 PORT SECURITY GRANT PROGRAM (PSGP) for the above named project and ensure its completion on or about the project contract expiration date.

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

1. That the Mayor or her designee is hereby authorized to submit the above completed project application to the FY2016 PORT SECURITY GRANT PROGRAM (PSGP) by the deadline, as established by the FY2016 PORT SECURITY GRANT PROGRAM (PSGP), and accept any award which results therefrom and execute any and all documentation required to effectuate same; and,
2. That, in the event of a FY2016 PORT SECURITY GRANT PROGRAM (PSGP) award that may be less than the grant amount requested above, *the Mayor of the City of Hoboken* has, or will secure, the balance of funding necessary to complete the project, or modify the project as necessary; and,
3. That *the City Council of the City of Hoboken* is committed to providing a match for the project in the amount of \$43,957.56; and,
4. That *the City of Hoboken* agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and,
5. That this resolution shall take effect immediately.

Meeting date: April 6, 2016

APPROVED:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proko

Alysia Proko, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 06 2016



CITY CLERK

PSGP 2016

Budget Estimates

Budget Category	Total Budget	Federal Amount	Non-Federal Amount
A. Personnel - Overtime for NJRFTF Exercises	\$ 32,000.00	\$ 24,000.00	\$ 8,000.00
A. Personnel - Overtime for NTFD Courses	\$ 30,000.00	\$ 22,500.00	\$ 7,500.00
A. Personnel - Overtime for USCG Training	\$ 30,000.00	\$ 22,500.00	\$ 7,500.00
B. Fringe Benefits	\$ -	\$ -	\$ -
C. Travel	\$ -	\$ -	\$ -
D. Equipment - Mutualink equipment	\$ 21,291.54	\$ 15,968.66	\$ 5,322.89
D. Equipment - Mutualink installation	\$ 18,797.68	\$ 14,098.26	\$ 4,699.42
D. Equipment - Mutualink 3 year service contract	\$ 8,789.01	\$ 6,591.76	\$ 2,197.25
D. Equipment - Harris Radio Installation	\$ 5,000.00	\$ 3,750.00	\$ 1,250.00
E. Supplies	\$ -	\$ -	\$ -
F. Consultants/Contracts	\$ -	\$ -	\$ -
G. Other - Enrollment in TWIC and USCG Training	\$ 4,500.00	\$ 3,375.00	\$ 1,125.00
G. Other - Fuel for Training	\$ 6,000.00	\$ 4,500.00	\$ 1,500.00
G. Other - Docking Fee	\$ 3,000.00	\$ 2,250.00	\$ 750.00
G. Other - Maintenance Contract	\$ 16,452.00	\$ 12,339.00	\$ 4,113.00
H. Indirect Costs	\$ -	\$ -	\$ -

Total Requested Federal Amount	Total Non-Federal Amount
\$ 131,872.67	\$ 43,957.56
Combined Total Project Costs	
\$	\$ 175,830.23