

Introduced by: _____

Seconded by: _____



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

**RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE
CONTRACT TO OKIN HOLLANDER FOR CY2016 SPECIAL COUNSEL - HEALTH
CARE LAW TO THE CITY OF HOBOKEN FOR ONE YEAR (APRIL 1, 2016 -
MARCH 31, 2017) WITH A NOT TO EXCEED AMOUNT OF FORTY THOUSAND
DOLLARS (\$40,000.00)**

WHEREAS, service to the City as CY2016 Special Counsel is a professional service for legal services, such as health care law, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over a twelve month period, will exceed \$17,5000.00; and

WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, which expires March 31, 2017; and

WHEREAS, the City now seeks to contract with Okin Hollander for special legal fees charged at \$585/hour in an amount not to exceed \$40,000.00 for health care law; and

WHEREAS, the firm 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, the firm has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

NOW THEREFORE, BE IT RESOLVED, (a majority of the full council voting affirmatively) that a contract with Okin Hollander for special health care law services be, and is hereby, awarded, in an amount not to exceed \$40,000.00.

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 that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; 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,

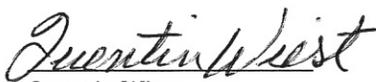
BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately, subject to the following conditions:

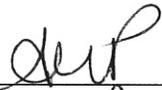
1. The above recitals are incorporated herein as though fully set forth at length.
2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes 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 to Okin Hollander.

Meeting date: June 1, 2016

APPROVED:

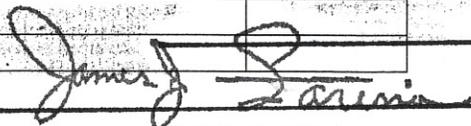

 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Alysia Proko
 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 Giattino	/			

**A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 1 - 2016**


 CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO OKIN HOLLANDER FOR CY2016 SPECIAL COUNSEL - HEALTH CARE LAW TO THE CITY OF HOBOKEN FOR ONE YEAR (APRIL 1, 2016 - MARCH 31, 2017) WITH A NOT TO EXCEED AMOUNT OF FORTY THOUSAND HUNDRED DOLLARS (\$40,000.00)

AMOUNT TO BE CERTIFIED:

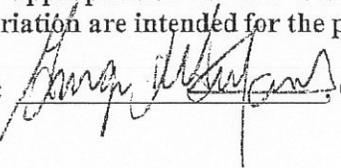
\$40,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-20-156-020

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$40,000.00 is available in the following appropriations: 6-01-20-156-020 in the CY2016 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; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

Batch Id: GDS Batch Date: 05/31/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO Cert for meeting 06/01/2016 okin	40,000.00	1

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	40,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	40,000.00

	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	40,000.00
Total:	1	40,000.00

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	40,000.00		

Batch: GDS Updated Entries: 1 Updated Amount: 40,000.00 Ref Num: 4168

CITY OF HOBOKEN

Division of Purchasing



DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: May 13, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken

From: AL B. Dineros

Subject: DETERMINATION OF VALUE FOR NON FAIR AND OPEN CONTRACT AWARD

Contract For: Additional work on the hospital certificate

Contract to be awarded to: Okin Hollander LLC
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Boulevard
Teaneck, NJ 07666

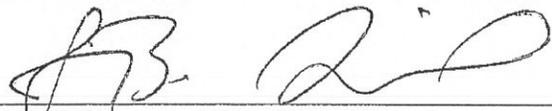
Contract Period: One year (May 19, 2016 – May 18, 2017)

CERTIFICATION

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed \$17,500 over a twelve month period.

I hereby further certify that funds to cover the expenditures for the above-reference contracts will be encumbered by purchase orders on an as-needed basis (as required pursuant to N.J.A.C. 5:30-5.4.).

By


AL B. Dineros, QPA, City of Hoboken

Certified Date:

5/13/2016



OKIN HOLLANDER

Okin Hollander LLC
Glenpointe Centre West, 2nd Floor
500 Frank W. Burr Boulevard
Teaneck, NJ 07666
T 201 947 7500
F 201 947 2663

Paul S. Hollander, Esq.
phollander@okinhollander.com

May 12, 2016

RE: Okin Hollander LLC - Form AA302

New Jersey Department of Treasury
Division of Public Contracts
Equal Employment Opportunity Compliance
P.O. Box 206
Trenton, NJ 08625-0206

Dear Madam/Sir:

Please find enclosed our completed Form AA302, signed May 12, 2016. Also enclosed is our Check #9142 in the amount of \$150.00 to cover the required fee.

Thank you.

Very truly yours,

OKIN HOLLANDER LLC

By: 
Paul S. Hollander

PSH/lis

State of New Jersey
Division of Public Contracts Equal Employment Opportunity Compliance
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 22-2830484		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY. Seven (7)	
4. COMPANY NAME Oklin Hollander LLC						
5. STREET Glenpointe Centre West, FL 2, 500 Frank Burr Blvd., Ste 40		CITY Teaneck	COUNTY Bergen	STATE NJ	ZIP CODE 07666	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None			CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER						
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT Seven (7)						
10. PUBLIC AGENCY AWARDED CONTRACT City of Hoboken		CITY Hoboken	COUNTY Hudson	STATE NJ	ZIP CODE 07030	
Official Use Only		DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER		

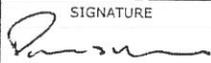
SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB Categories	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN												
	All Employees			***** MALE *****					***** FEMALE *****				
	Total (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	Black	Hispanic	Amer. Indian	Asian	Non Min	Black	Hispanic	Amer. Indian	Asian	Non Min
Officials/Managers	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	3	2	1	0	0	0	0	2	0	0	0	0	1
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	4	1	3	0	0	0	0	0	0	1	0	0	0
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	7	3	4	0	0	0	0	2	0	1	0	0	0
Total employment From previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? Employment Record - Passport		14. IS THIS THE FIRST Employee Information Report Submitted? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	15. IF NO, DATE LAST REPORT SUBMITTED
13. DATES OF PAYROLL PERIOD USED FROM: 1/1/2016 TO: 5/13/2016			

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Paul S. Hollander		SIGNATURE 	TITLE Managing Member	DATE 5/12/2016
17. ADDRESS NO. & STREET 500 Frank Burr Blvd, Ste 40, 2nd FL		CITY Teaneck	COUNTY Bergen	STATE NJ
		ZIP CODE 07066	PHONE, AREA CODE, NO. 201-947-7500	

I certify that the information on this form is true and correct.

OKIN HOLLANDER LLC
ATTORNEY BUSINESS ACCOUNT
GLENPOINTE CENTRE WEST 2ND FLOOR
500 FRANK W. BURR BLVD.
TEANECK, NJ 07666

ConnectOneBank
www.ConnectOneBank.com
55-1394/212

9142

5/12/2016

PAY TO THE ORDER OF The Treasury, State of New Jersey

\$ **150.00

One Hundred Fifty and 00/100 ***** DOLLARS

NJ Dept. of the Treasury
Div. of Purchase & Property-Contract Comp
EEO Monitoring Program
PO Box 206
Trenton, NJ 08625-0206
City of Hoboken

MEMO

[Signature]
AUTHORIZED SIGNATURE

⑈009142⑈ ⑆021213944⑆ 0102013638⑈

OKIN HOLLANDER LLC

The Treasury, State of New Jersey
City of Hoboken

5/12/2016

9142

150.00

Business Checking-N City of Hoboken

150.00

OKIN HOLLANDER LLC

The Treasury, State of New Jersey
City of Hoboken

5/12/2016

9142

150.00

Business Checking-N City of Hoboken

150.00

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A 19:44A-20.7) are subject to the provisions of P.L 2005, c. 271, s.2 (N.J.S.A. 19:44A-20260). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- Any state, county, or municipal committee of a political party
- Any legislative leadership committee
- Any continuing political committee (a.k.a., political action committee)
- Any candidate committee of a candidate for, or holder of, an elective office:
 - Of the public entity awarding the contract
 - Of that county in which that public entity is located
 - Of another public entity within that county
 - Or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- Individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- All principals, partners, officers, or directors of the business entity or their spouses
- Any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filling as continuing political committees, (PAC's).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20,26(b)] the contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details(along with a signed cover sheet) may be used as the contractor's submission and is disclose able to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law: NOTE: This section does not apply to Board of Education contracts.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law; NOTE: This section does not apply to Board of Education contracts.

POLITICAL CONTRIBUTION DISCLOSURE FORM

PART II – CITY OF HOBOKEN DISCLOSURE LIST

Entity	Threshold Amount	Time Frame
Candidate of elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Candidate Committee of candidate to elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Joint Candidate Committee of candidates any of whom are running for elective municipal office in Hoboken	\$500.00	One year before contract execution through one year after contract completion
Any individual who currently holds an elective municipal office in Hoboken	\$300.00	One year before contract execution through one year after contract completion
Any Hudson County political Party committee	\$500.00	One year before contract execution through one year after contract completion
Any continuing political committee or political action committee that financially supports Hoboken or Hudson County candidates	\$500.00	One year before contract execution through one year after contract completion
Combined Total of All Contributions Regulated (above)	\$2500.00	One year before contract execution through one year after contract completion

STOCKHOLDER/INTEREST HOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders and/or interest holders which hold 10% or more of the issued and outstanding stock of the undersigned

OR

I certify that no one stockholder and/or interest holder owns 10% or more of the issued and outstanding stock and/or interests of the undersigned

Check the box that represents the type of business organization:

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

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

Stockholders / Interest Holders:

Name: Paul S. Hollander	Name:
Home Address: 370 Lydecker Street Englewood, New Jersey 07631	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me on this 12th day of May, 2016.

(Notary Public) Lenore H. Schupak

My commission expires

Paul S. Hollander
(Affiant)

Paul S. Hollander, Managing Member

(Print name & title of affiant)

LENORE H. SCHUPAK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/20/2018

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPURTUNITY LANGUAGE
N.J.S.A 10: 5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C 17:27-5.2.

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes

and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C 17:27.

Pursuant to New Jersey Executive Order No. 151, of Friday, August 28, 2009 contractors should be advised of the following:

It is the policy of the City of Hoboken that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the City of Hoboken to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the City of Hoboken's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Hoboken's contract with the contractor. Payment may be withheld from a contractor's for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but not limited to:

- 1.) The contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>
- 2.) The Contractor shall keep specific records of its efforts, including specific numbers of minorities and women
- 3.) The contractor shall actively solicit and shall provide the City of Hoboken with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
- 4.) The Contractor shall provide evidence of efforts described at 2 above to the City of Hoboken no less frequently than once every 12 months.
- 5.) The Contractor shall comply with the requirements set forth at N.J.A.C 17:27

To ensure successful implementation of the Executive Order, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

If you have any questions or require additional information, please contact the Division at 609-292-5473.

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A 10.5-31 et seq, as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A,B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by the union which provides evidence, in accordance with standards prescribed by a Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27- 7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended

from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals.

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C 17:27-5.3, of its workforce needs, and request referral of minority and women workers.
- (2) To notify any minority and woman workers who have been listed with it as awaiting available vacancies.
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and woman workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement and arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statues and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A 10:5-31 et. Seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor.

- I. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral

agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- II. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- III. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or of the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its file, and send a copy to the public agency compliance officer and to the Division

- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract on forms made available by the Division and submitted promptly to the Division upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an official project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such

information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Pursuant to New Jersey Executive Order No. 151, of Friday, August 28, 2009 contractors should be advised of the following:

It is the policy of the City of Hoboken that its contracts should create a workforce that reflects the diversity of the State of New Jersey Therefore, contractors engaged by the City of Hoboken to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women

The contractor must demonstrate to the City of Hoboken's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Hoboken's contract with the contractor. Payment may be withheld from a contractor's for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but not limited to:

- 6.) The Contractor shall recruit prospective employees through the State Job bank website , managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
- 7.) The contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including specific numbers of minorities and women.
- 8.) The contractor shall actively solicit and shall provide the City of Hoboken with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electric media; and
- 9.) The Contractor shall provide evidence of efforts described at 2 above to the City of Hoboken no less frequently than once every 12 months
- 10.)The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27

To ensure successful implementation of the Executive Order, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA 201) for any projects funded with ARRA money to the Division of Public Contracts EEO Compliance immediately upon notification of award but prior to execution of the contract.

If you have any questions or require additional information, please contact the Division at 609-292-5473.

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

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND A CONTRACT TO ACCURATE LANGUAGE SERVICES FOR THE PROVISIONS OF CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14 - 04 FOR AN ADDITIONAL ONE YEAR IN THE TOTAL NOT TO EXCEED AMOUNT OF \$ 50,812.00 TO COMMENCE MAY 8, 2016 AND EXPIRE ON MAY 7, 2017

WHEREAS, proposals were received for Bid Number 14 - 04 for the provisions of Language Interpreter/Translation services and the contract was, thereafter, awarded to Accurate Language Services, and the City now seeks to exercise its option to extend the contract; and,

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City entered into a two (2) year contract with Accurate Language Services, which is set to expire on May 7, 2016, and the City now wishes to exercise its option to extend the contract for the goods and services specified in Bid No. 14 - 04 for an additional one year term, to commence May 8, 2016, and further maintains its rights to the additional one year option to extend at the sole discretion of the City; and,

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

- A. This resolution exercises the City's option to extend the contract for the goods and services specified in Bid No. 14 - 04, for an additional one year term, to commence May 8, 2016, and further maintain the City's rights to the additional one year option to extend at the sole discretion of the City.
- B. The City exercises this one year option to extend in the total amount of Fifty Thousand Eight Hundred Twelve Dollars (\$50,812.00), in year one (1), with all options to extend and all funds thereunder subject to non-appropriation of funds and extension at the sole discretion of the City.
- C. 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. The contract term shall hereby be extended to May 7, 2017
- D. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted, so none will be allowable under the contract.
- 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.

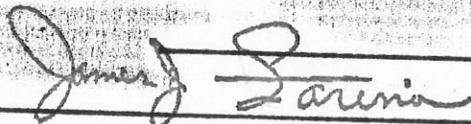
Meeting date: June 1, 2016

APPROVED:
[Signature]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
[Signature]
Atysia 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 Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 1 - 2016



 CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION EXERCISING THE CITY'S OPTION TO EXTEND A CONTRACT TO ACCURATE LANGUAGE SERVICES FOR THE PROVISIONS OF CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14 - 04 FOR AN ADDITIONAL ONE YEAR IN THE TOTAL NOT TO EXCEED AMOUNT OF \$ 50,812.00 TO COMMENCE MAY 8, 2016 AND EXPIRES ON MAY 7, 2017

AMOUNT TO BE CERTIFIED:

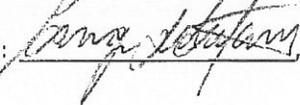
\$ 50,812.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-43-490-030

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,812.00 is available in the following appropriation 6-01-43-490-030 in the CY2016 temporary appropriations; 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 ; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

Budget Account Maintenance

Account: 6-01-43-490-020 Desc: MUNICIPAL CONTR C/P/E Cap Flag:

Acct Type: Control Chk Acct: OPERATING

Fund Type: Budget Class Id: Class Id 2: Cap Flag:

Activity: Misc G/L Accounts: Adopted Budget Detail

Activity To Date		Current Period	
Encumber	16,381.30	Budgeted	157,600.00
Expended	37,597.94	Balance	103,820.76
Trans-In	.00	Trans-Out	.00
Trans-Out	.00	YTD Requested	.00
Reimburse	.00	Requested Balance	103,820.76
Cancel	.00		

Control Account - No. of Sub-Accounts: 12

Batch Id: GDS Batch Date: 05/31/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-43-490-030 Legal & Audit	Encumbrance	CFO CERT for Meeting 06/01/2016 Accurate	50,812.00	1

WARNING: This account would have a negative balance: 6-01-43-490-030. Balance would be: 10,028.00-.

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	50,812.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	50,812.00

	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	50,812.00
Total:	1	50,812.00

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	50,812.00		

Batch: GDS Updated Entries: 1 Updated Amount: 50,812.00 Ref Num: 4165

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: April, 12, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: AL B. Dineros

Subject: **Recommendation to extend the contract for Certified
Language/Translation Services IAW Bid 14 – 04 for NTE
\$52,000.00**

City entered into a two (2) year contract with Accurate Language Services, which is set to expire on May 7, 2016. and the City now wishes to exercise its option to extend the contract for the goods and services specified in Bid No. 14 - 04 for an additional one year term, to commence May 8, 2016, and further maintains its rights to the additional one year option to extend at the sole discretion of the City.

Attached is the revise price list effective May 7, 2016.

Certification of funds: 6-01-43-490-030 - \$10,000.00

4/6/2016



EFFECTIVE MAY 8, 2016

On-Site Interpreting Rates for the Hoboken NJ Municipal Court

2016 - 2017
Rate per hour

2014 - 2016

Language	2016 - 2017 Rate per hour	2014 - 2016
Japanese	\$120	\$ 120
Sign Language	\$115	\$ 110
Arabic	\$110	\$ 95
Creole (French/Haitian)	\$110	\$ 95
Tagalog	\$110	\$ 110
Chinese (Mandarin/Cantonese)	\$95	\$ 90
Korean	\$95	\$ 90
Vietnamese	\$95	\$ 90
Thai	\$95	\$ 95
Russian	\$95	\$ 95
Croatian	\$95	\$ 95
Czech	\$95	\$ 95
French	\$95	\$ 95
Hebrew	\$95	\$ 95
Hindi	\$95	\$ 95
Italian	\$95	\$ 95
Persian	\$95	\$ 95
Polish	\$95	\$ 95
Turkish	\$95	\$ 95
Urdu	\$95	\$ 95
Yiddish	\$95	\$ 95
Panjabi	\$95	\$ 95

Spanish rate per session: \$201, each additional hour is \$55.

Court Sessions

Tuesday: 8:45am - 12:00pm

Tuesday 5:45 - 9:00pm

Wednesday: 8:45am - 12:00pm

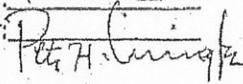
Thursday: 8:45am - 12:00pm

All terms and conditions remain the same as initially contracted.

Phone: 856-795-8380 | Fax: 866-924-0744 | admin@accuratelanguageservices.com
P.O. Box 2243, Haddonfield, NJ 08033
www.accuratelanguageservices.com

RF-02038

VENDOR # 3175
10

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO ACCURATE LANGUAGE SERVICES FOR THE PROVISIONS OF CERTIFIED LANGUAGE INTERPRETER / TRANSLATION SERVICES IN ACCORDANCE WITH THE CITY'S BID NO. 14-04 IN THE TOTAL AMOUNT OF \$50,812.00 PER YEAR FOR TWO (2) YEARS FROM THE DATE OF CONTRACT AWARD, WITH TWO (2) SEPARATE ONE (1) YEAR OPTIONS TO EXTEND, BOTH OF WHICH OPTIONS SHALL BE AT THE SOLE DISCRETION OF THE CITY

WHEREAS, proposals were received for Bid Number 14-04 for the provisions of certified language interpreter / translation services; and,

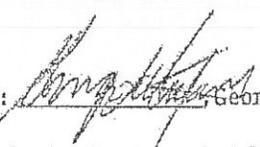
WHEREAS, Eight (8) bid proposals were received, of which the Purchasing Agent advised the lowest three (3) bidders being:

VENDOR	TOTAL BID	EXCEPTIONS
Accurate Language Services	\$50,812.00	Yes
Montoro Associates	\$55,448.00	No
Legal Interpreters LLC	\$59,710.00	Yes

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. 14-04, and Accurate Language Services submitted a responsible, and responsive bid for the units and extended prices; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following appropriations: 4-01-43-490-030 in the CY2014 temporary appropriation; and I further certify that I will immediately review the CY2014 budget to determine whether the additional \$40,812.00 balance is available and appropriated in the following appropriation 4-01-43-490-030 in the CY2014 budget upon adoption of said 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 CY2014 temporary appropriation; and I further certify that I will immediately review the CY2015 budget to determine whether the additional \$50,812.00 balance (for year two of the contract) is available and appropriated in the following appropriation 4-01-43-490-030 in the CY2015 budget upon adoption of said 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 CY2014 temporary appropriation; 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 Accurate Language Services for Bid No. 14-04,

in the total amount of Fifty Thousand Eight Hundred Twelve Dollars (\$50,812.00) per year for two years, of which \$10,000.00 shall heretofore be appropriated, with the remaining \$40,812.00 from year one not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2014 budget, and with the remaining \$50,812.00 from year two not herein appropriated subject to proper and adequate appropriation by the City of Hoboken as part of its CY2015 budget, without recourse in law or in equity upon any failure of the City of Hoboken to properly and adequately appropriate said funds in its CY2014 budget. The Contract shall be for two (2) years from the date of contract award, with two (2) separate one (1) year options to extend, both of which options shall be at the sole discretion of the City.

- 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. The only exceptions allowed are those which were noted in the attachment to the Purchasing Agent's recommendation.
- 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: May 7, 2014

REVIEWED:

Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo
 Melissa L. Longo, Esq.
 Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Votes
Ravi Bhalla	/			
Theresa Castellano				/
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
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: MAY 07 2014

James J. Savino

CITY CLERK

NOTES:

1. * Spanish interpreter shall be present in all court sessions (including special session). Failure to maintain a Spanish interpreter in any court session shall constitute a material breach of the agreement for which the City shall be entitled to damages and, in its sole discretion, immediate termination of the agreement.
2. The City will pay two hours minimum for every language translation/interpretation services provided.
3. Travel expenses will not be allowable under this agreement. It is the Contractor's responsibility to reasonably estimate travel expenses of its interpreters and incorporate those amounts into their hourly proposal.
4. These estimates are provided as informational only and the City shall not be obligated to purchase any minimum or maximum number of service hours herein described. *Vendor will be paid for the actual services rendered.*

SIGNATURE PAGE

 _____ Signature	March 24, 2014 _____ Date
Victoria Ewing _____ Print Name	Director of Business Development _____ Title/Position
Accurate Language Services _____ Bidder/Company	
PO Box 2243, Haddonfield, NJ 08033 _____ Company Address	
856-795-8380 _____ Telephone #	866-924-0744 _____ Fax #
victoria@accuratelanguageservices.com _____ Email Address	admin@accuratelanguageservices.com _____ PO Email Address

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

EXCEPTIONS TO BID SPECIFICATIONS

Bid 14 -04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

COMPANY NAME Accurate Language Services

In regards to cancellations:

- Advanced cancellation notice of 24 hours or more: No Charge
- Less than 24 hours notice or same date cancellations: The two hour minimum interpreting fee will be charged.
- Cancellation notice required for American Sign Language is two (2) full business days (48 hours)

BID PROPOSAL SHEET

Bid 14 -04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

Language	A. Annual Hours (estimate)	B. Hourly Rate	C. Annual Cost (A X B)	
1.Chinese	60	\$85	\$5,100	
2.Korean	10	\$90	900	
3.Vietnamese	10	\$90	900	
4.Sign Language	20	\$110	2,200	
5.Thai	2	\$95	190	
6.Russian	2	\$95	190	
7.Croatian	2	\$95	190	
8.Czech	2	\$95	190	
9.French	2	\$95	190	
10.Hebrew	2	\$95	190	
11.Hindi	2	\$95	190	
12.Italian	2	\$ 95	190	
13.Japanese	2	\$120	240	
14.Persian	2	\$95	190	
15.Polish	2	\$95	190	
16.Filipino	2	\$110	220	
17.Turkish	2	\$95	190	
18.Urdu	2	\$95	190	
19.Yiddish	2	\$95	190	
20.Panjabi	2	\$95	190	
		D.Total Cost (Add C1- C20)	\$12,220	
	E. Number of Session (annual estimate)	F.Cost per Session	G. Annual Cost (E X F)	J. Additional fee when session exceeds 3 hours (rate per hour)
*22.Spanish	192	\$201	\$38,592	\$55
		H. Grand Total – Bid Price (D + G22)	\$50,812	N/A

Fifty-thousand eight-hundred and twelve dollars.

(Bid Price in Words)

Bid 14 -04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

Company Name: Accurate Language Services

Cost Proposal Matrix

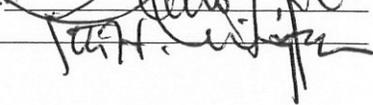
LANGUAGE	Number of Interpreters	Hourly Rate per Interpreter	Rate per Session Per Interpreter
Arabic	4	\$95	\$285
Chinese - Cantonese	5	\$90	\$270
Chinese - Mandarin	5	\$90	\$270
Croatian	1	\$95	\$285
Czech	1	\$95	\$285
French – Creole	4	\$95	\$285
French – Senegal	3	\$95	\$285
Hebrew	3	\$95	\$285
Hindi	3	\$95	\$285
Italian	3	\$95	\$285
Japanese	2	\$120	\$360
Korean	4	\$95	\$285
Persian	1	\$95	\$285
Polish	2	\$95	\$285
Russian	3	\$95	\$285
Serbo-Croatian	2	\$95	\$285
Sign Language	5	\$110	\$330
*Spanish	10	\$67	\$201
Tagalog	2	\$110	\$330
Turkish	3	\$95	\$285
Urdu	3	\$95	\$285
Vietnamese	4	\$90	\$270
Yiddish	2	\$95	\$285

Notes:

- a. *** Spanish interpreter shall be present in all court sessions. Failure to maintain a Spanish interpreter in any court session shall constitute a material breach of the agreement for which the City shall be entitled to damages and, in its sole discretion, immediate termination of the agreement.**

- b. **The City will pay two hours minimum for every language translation/interpretation services provided.**

INTRODUCED BY: 

SECONDED BY: 

**CITY OF HOBOKEN
RESOLUTION NO. 1**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE
CONTRACT TO BOSWELL ENGINEERING FOR CITY
ENGINEER FOR HAZARD MITIGATION MEASURES AT
VARIOUS FIREHOUSES IN AN AMOUNT NOT TO EXCEED
THIRTY THOUSAND DOLLARS (\$30,000.00) WITH A TERM
TO EXPIRE ON JUNE 1, 2017**

WHEREAS, the City of Hoboken published RFP's for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration and City Council included Boswell Engineering on the CY2014 and CY2015 and CY2016 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year, and the Administration has now determined that Boswell Engineering can provide the City with the most effective and efficient City Engineering services for the hazard mitigation project a various firehouses, in accordance with their attached proposal dated February 18, 2016; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to Boswell for said services, in accordance with their attached proposal dated February 18, 2016, for a total contract amount Thirty Thousand Dollars (\$30,000.00), with a term to expire June 1, 2017; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the contract to Boswell Engineering to provide the City with said services, as defined in the attached February 18, 2016 proposal for hazard mitigation at various firehouses, with a term to expire June 1, 2017 and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Boswell's attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Boswell Engineering
South Hackensack, New Jersey

Meeting date: June 1, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Quentin Wiest
Business Administrator

Alysa Prolo
Alysa Prolo, 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 Giattino	/			

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO BOSWELL ENGINEERING FOR CITY ENGINEER FOR HAZARD MITIGATION MEASURES AT VARIOUS FIREHOUSES IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000.00) WITH A TERM TO EXPIRE ON JUNE 1, 2017

AMOUNT TO BE CERTIFIED:

\$ 30,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-220

CERTIFICATION:

WHEREAS, certification of funds is available as follows:

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

JUN 1 2016

James J. Zarembka
CITY CLERK

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$30,000.00 is available in the following appropriation C-04-60-715-220 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 capital budget for CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: *George DeStefano*, George DeStefano, CFO

Batch Id: GDS Batch Date: 05/31/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-220 Z-361 Soft Costs non-finance	Encumbrance	CFO Cert for meeting 06/01/2016 Boswell	30,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	c-04	0.00	0.00	0.00	0.00	0.00	30,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	30,000.00

	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	30,000.00
Total:	1	30,000.00

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	30,000.00		

Batch: GDS Updated Entries: 1 Updated Amount: 30,000.00 Ref Num: 4166



February 18, 2016

Mr. Quentin W. Wiest, II, CTA
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Proposal for Hazard Mitigation Measures at Various
Firehouses
City of Hoboken
Hudson County, New Jersey
Our File No. PR-15-6618

Dear Mr. Wiest:

In accordance with your request, Boswell Engineering (Boswell) is pleased to submit the following proposal for the professional engineering services associated with the above referenced project.

PURPOSE

As you know, our firm prepared a Flood Mitigation Techniques report for all municipal facilities in June 2013. This report was utilized by the City of Hoboken's (City's) grant consultant to complete Project Worksheets (PWs) for each facility, the forms utilized by the Federal Emergency Management Agency (FEMA) in conjunction with the State of New Jersey Office of Emergency Management (OEM) when assessing potential mitigation. We have been working closely with the City's grant consultant in reviewing these PWs and were informed that FEMA recently approved work at Rescue Company 1, Ladder Company 2, Volunteer Ambulance Corps, and Fire Company Headquarters. It is our understanding that the City is looking to move forward with implementing hazard mitigation measures at each of these facilities.

The following is a breakdown of our proposed services regarding these projects:

SCOPE OF SERVICES

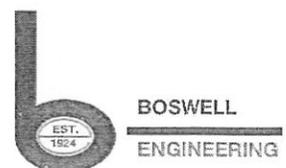
Boswell will perform the following scope of services:

1. Prepare engineering plans and specifications consistent with the scope of work listed in the corresponding PWs.

2. Coordinate with the City's grant consultant and FEMA as needed if PW's need to be revised (including cost estimates and narratives).
3. Prepare flood wall deployment strategies specific for each facility. These strategies will include estimated time and personnel necessary to deploy flood barriers, a detailed assembly schedule listing the sequence of events during deployment, and a breakdown/storage sequence.
4. Prepare a checklist for each facility detailing mitigation measures to be implemented.
5. Coordinate approval of bid documents with FEMA and the State as needed.
6. Prepare construction cost estimates for proposed work.
7. Finalize bid documents and advertise the project.
8. Coordinate and attend a pre-construction meeting with appropriate City officials, utility companies, and other parties affected by the construction activities.
9. Provide part-time inspection services during the construction phase.
10. Review contractor invoices to the City.
11. Facilitate a training and education session for each facility's staff and the City's OEM personnel. Session will include installation, breakdown, and storage of flood barriers.
12. Secure a maintenance/decontamination schedule, storage recommendations, and continued training recommendations.
13. Make a final inspection of the project improvements.
14. Prepare closeout documentation required by FEMA and the State and submit for final reimbursement.

FEE PROPOSAL

Boswell will perform the engineering services described above for a cost not to exceed \$30,000.00 for design and \$26,000.00 for construction inspection. The work will be billed on the basis of our standard hourly rates in effect at the time the work is performed. Additional work above and beyond what is outlined in this proposal will not be performed unless authorized by the City of Hoboken.



ITEMS NOT INCLUDED IN SCOPE OF WORK

The following items are excluded from this proposal:

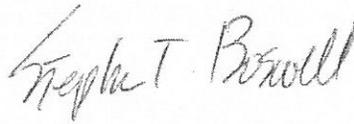
1. Field and topographic surveys.
2. Permit fees.
3. Environmental remediation and permitting.
4. Material testing.

If this proposal meets with your approval, kindly provide us with the necessary authorization to proceed and we will commence the work.

We wish to thank you for this opportunity to offer our services. If you have any questions, please do not hesitate to contact Joseph A. Pomante, P.E., Rebecca E. Mejia, P.E. or me.

Very truly yours,

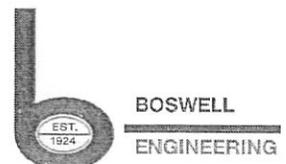
BOSWELL ENGINEERING



Stephen T. Boswell, Ph.D., P.E., P.P., SECB, LSRP

STB/REM

160107REMP1.doc



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: June 1, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alisia Proko
Alisia 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 Jennifer Giattino	/			

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

JUN 1 - 2016

James J. Saracino

CERTIFICATION OF FUNDS

CITY CLERK

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP, INC. FOR THE PROVISIONS OF HOBOKEN CITY HALL TELEPHONE CABLE DEMOLITION AND INSTALLATION PROJECT IN ACCORDANCE WITH THE CITY'S BID SPECIFICATIONS IN THE TOTAL NOT TO EXCEED AMOUNT OF \$193,000.00

AMOUNT TO BE CERTIFIED:

\$ 193,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-711-320.

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$193,000.00 is available in the following appropriation: C-04-60-711-320 in the CY2016 appropriations; 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 ; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: *George DeStefano*, George DeStefano, CFO

Batch Id: GDS Batch Date: 05/31/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-320 Z149C Phone System	Encumbrance	Rev CFO Cert for Meeting 06/01/2016	350,000.00-	1
C-04-60-711-320 Z149C Phone System	Encumbrance	CFO Cert for Meeting 06/01/2016 Millenni	193,000.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	157,000.00-
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	157,000.00-

	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:	2	157,000.00-
Total:	2	157,000.00-

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:	2	157,000.00-		

Batch: GDS Updated Entries: 2 Updated Amount: 157,000.00- Ref Num: 4167

Journal Type: Budget

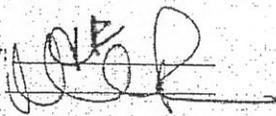
Reference Number: 4037

G/L Account No.	Description	Type	Debit	Credit	Ref Seq
Date	Transaction				

Account No.	Description	Amount	Ref Seq
Date	Transaction		

C-04-60-711-320	Z149C Phone System		
03/15/16	Encumbrance CFO Cert for meeting 03/16/2016 Hud Cty	350,000.00	2

Total Transfers In:	0.00
Total Transfers Out:	0.00
Total Expenditures:	0.00
Total Reimbursements:	0.00
Total Canceled:	0.00
Total Encumbrances:	350,000.00

Introduced by:  12

Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. : _____

RESOLUTION TO APPLY FOR AND ACCEPT A GRANT FROM THE HUDSON COUNTY OPEN SPACE,
RECREATION, AND HISTORIC PRESERVATION TRUST FUND IN THE AMOUNT OF \$350,000 FOR
IMPROVEMENTS TO AND PRESERVATION OF HOBOKEN CITY HALL

WHEREAS, the Hudson County Open Space, Recreation, and Historic Preservation Trust Fund ("County Trust Fund"); provides matching grants to municipal governments and to nonprofit organizations who are sponsored by their local municipality for assistance in the development or redevelopment of historical capital projects and/or historical rehabilitation plans; and,

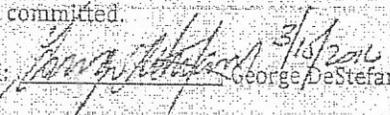
WHEREAS, the *City of Hoboken* desires to further the public interest by obtaining a matching grant of \$350,000.00 from the County Trust Fund to fund the following project: *Improvements and Preservation at Hoboken City Hall*; and,

WHEREAS, the governing body has reviewed the County Trust Fund Program Statement, and the Trust Fund Historic Preservation application and instructions and desires to make an application for such a matching grant and provide application information and furnish such documents as may be required; and,

WHEREAS, the County of Hudson shall determine whether the application is complete and in conformance with the scope and intent of the County Trust Fund; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$350,000.00 is available in the following appropriation C-04-60-711-320 in the CY2016 temporary budget and/or capital account 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

WHEREAS, the applicant is willing to use the County Trust Fund in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the County of Hudson 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 County by the deadline, as established by the County, 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 County Trust Fund 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 \$350,000.00; and,
4. That only those historical works identified and approved in the project application, its Trust Fund contract, or other documentation will be considered eligible for reimbursement.
5. 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,

6. That this resolution shall take effect immediately.

Meeting date: March 16, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Lucy
Lucy Proko, Esq.
Urban 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:

MAR 16 2016

James J. Savino

CITY CLERK

George DeStefano

From: Chris Baldwin
Sent: Thursday, May 26, 2016 11:46 AM
To: Quentin Wiest
Cc: George DeStefano; Stephen Marks
Subject: RE: Cabling Contract Award

The \$350K encumbrance was to reserve funds for a County grant match commitment per a March 16 resolution. Stephen confirmed that these funds are meant to be used for the cabling. George said when he gets the resolution to certify funds for cabling, he will release the existing encumbrance and certify funds/re-encumber the funds for the cabling award.

Chris

From: Quentin Wiest
Sent: Thursday, May 26, 2016 11:27 AM
To: Chris Baldwin
Subject: Cabling Contract Award

Chris:

We need to charge the contract for the recabling of City Hall to C-04-60-711-320. I note that there is an amount of \$350k encumbered against this account. I suspect that is something that we did to keep the money from being spent elsewhere.

Please release that encumbrance or let me know if there is a problem.

Quentin Wiest
Business Administrator
City of Hoboken
(201) 420-2059
qwiest@hobokennj.gov

94 Washington Street
Hoboken, NJ 07030

Account No: C-04-60-711-320
 Description: Z149C Phone System
 Starting Date: 0
 * Transaction is included in Previous and/or Opening Balance
 En = PO Line Item First Encumbrance Date

Type: Line Control Account
 Ending Date: 05/31/16
 Po Transactions: Summarized
 ** Transaction is not included in Balance
 BC = Blanket Control
 BS = Blanket Sub

Date	Description	Trans Amount	Balance
12/30/10	Add Acct New: 424880.00 Temporary Budget Ordinance Z149	424,880.00	424,880.00
12/31/10	Change To Acct Old: 424880.00 New: 0.00 Temporary Budget Reverse Wrong Date	424,880.00-	0.00
12/31/11	Change To Acct Old: 0.00 New: 424880.00 Temporary Budget Ordinance Z49	424,880.00	424,880.00
12/31/11	Change To Acct Old: 424880.00 New: 453755.00 Temporary Budget include down payment	28,875.00	453,755.00
04/27/12	Change To Acct Old: 453755.00 New: 423755.00 Temporary Budget reallocate soft cost	30,000.00-	423,755.00
04/27/12	Change To Acct Old: 423755.00 New: 453755.00 Temporary Budget reallocate soft cost	30,000.00	453,755.00
03/21/13	PO 12-03895 2 Paid Ck200049 80% PAYMENT FOR TEL. SYS. P.D Vn 10396 JOHNSTON COMMUNICATIONS En 10/25/12 BS	38,454.01-	415,300.99
08/08/13	PO 12-03895 3 Paid Ck200112 FINAL PAYMENT FOR THE Vn 10396 JOHNSTON COMMUNICATIONS En 10/25/12 BS	9,613.51-	405,687.48
04/16/15	PO 12-03196 13 Paid Ck200271 VOICEDATACONSL-INVOICE 2/28/15 Vn 10295 PROFESSIONAL SYSTEM ENG'G, LLC En 02/26/14 BS	4,200.00-	401,487.48
04/16/15	PO 12-03196 14 Paid Ck200271 VOICEDATACONSL-INVOICE 9/30/14 Vn 10295 PROFESSIONAL SYSTEM ENG'G, LLC En 02/26/14 BS	1,800.00-	399,687.48
10/22/15	PO 15-03253 1 Paid Ck200347 INSTALLATION OF (1) Vn 3630 EXTEL COMMUNICATIONS, INC. En 09/14/15	16,480.00-	383,207.48
03/15/16	Encumbrance CFO Cert for meeting 03/16/2016 Hud Cty Post Ref: B 4037 2	350,000.00-	33,207.48



YOUR GOALS. OUR MISSION.

HOBK-00100

May 25, 2016
Revised May 27, 2016

Mayor and Council Members
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

**Re: Recommendation of Award
Hoboken City Hall Cable Demolition and Installation Project**

Dear Mayor and Council Members:

On Wednesday, May 4, 2016, three (3) bids were received for the **Hoboken City Hall Cable Demolition and Installation Project** which is locally funded. Enclosed is the bid summary for the project. The following bids were received:

Bidder	Base Bid	Total Bid (Base Bid)
Millennium Communications Group Inc.	\$193,000.00	\$193,000.00
Johnston Communications	\$213,000.00	\$213,000.00
Extel Communications, Inc.	\$299,500.00	\$299,500.00

The lowest responsive bidder for the project is Millennium Communications Group Inc., of 11 Melanie Lane, Unit 13, East Hanover, NJ 07936 with a base bid amount of \$193,000.00.

We have reviewed all the bid documents and find that all required forms and documents have been provided by Millennium Communications Group Inc.

Based upon previous discussions with the City, it is our understanding that funds are available and it is recommended the City award a contract to Millennium Communications Group Inc. for the Hoboken City Hall Cable Demolition and Installation Project for the base bid amount of \$193,000.00.

Award should be contingent upon the following:

1. Certification of funds by the Chief Financial Officer.
2. Approval from the New Jersey Department of Labor and Division of Wage and Hour Compliance.



May 25, 2016

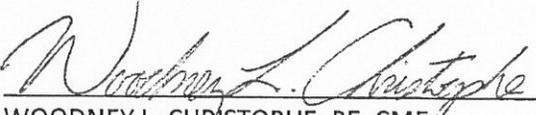
HOBK-00100

Hoboken City Hall Cable Demolition and Installation Project

Page 2

If you have any questions or require additional information, please call.

Very truly yours,
T&M ASSOCIATES


WOODNEY L. CHRISTOPHE, PE, CME
CONSULTING ENGINEER

WC
Enclosure

cc: Quentin Wiest, City Business Administrator
Stephen Marks, Municipal Manager
Al Dineris, Purchasing Agent

K:\HOBK\00100\Correspondence\M&BC_PB_Recommendation of Award.docx

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: May 26, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: **Resolution to Award the Contract for
Hoboken City Hall Telephone Cable Demolition and
Installation Project**

Reference: (a) Memo from T&M Associates dated May 25, 2016

T&M Associates reviewed the bid documentation submitted by the three (3) vendors with Reference (a) is the summary of the engineering review and recommendations.

I reviewed the documents submitted by the bidders and I fully concurred with the recommendation from T&M Associates to award the contract to the lowest responsive and responsible bidder.

Total amount of the contract is \$193,000.00. The vendor will be:

1. Millennium Communications Group
11 Melanie Lane, Unit 13
East Hannover, NJ 07031

INTRODUCED BY: _____
SECONDED BY: _____

5

**CITY OF HOBOKEN
RESOLUTION NO. _____
RESOLUTION AMENDING THE AWARD OF A PROFESSIONAL
SERVICE CONTRACT TO USA ENVIRO FOR LSRP SERVICES AT
THE MULTISERVICE CENTER TO REDUCED THE TOTAL
CONTRACT AMOUNT BY \$15,067.70**

WHEREAS, the City of Hoboken previously awarded a contract for professional services for LSRP services at the Multiservice Center; and,

WHEREAS, USA Environmental submitted a notice that the work at the MultiService Center has been reduced in scope, and therefore the contract amount may be reduced, for a total decrease in the contract amount by \$15,067.70; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken authorizes the Mayor to enter into an amended contract with USA Environmental, as described herein, for the reduction in services described in USA Environmental's correspondence of May 25, 2016 and for a decrease in the contract amount by \$15,067.70; and,

BE IT FURTHER RESOLVED that the CFO shall cancel the appropriation and unencumber the above referenced funding in the amount herein described, and the Administration shall reduce the contract in the above referenced amount and scope; and,

BE IT FURTHER RESOLVED that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

Meeting date: June 1, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alycia 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 Jennifer Giattino	/			

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JULY 1, 2016**

James J. Scaramia
CITY CLERK

Introduced by: _____
Seconded by: MD

**CITY OF HOBOKEN
RESOLUTION NO. _____**

RESOLUTION AWARDING A CONTRACT TO MRA INTERNATIONAL, INC. TO PURCHASE DATA NETWORKING EQUIPMENT FOR THE CITY IN ACCORDANCE WITH NJ STATE CONTRACT M0483/89974 IN THE TOTAL AMOUNT NOT TO EXCEED \$42,554.00

WHEREAS, the City of Hoboken requires upgrade to the computer and networking system of the City; and,

WHEREAS, the Administration intends to use MRA International, Inc. using their NJ state contract #M0483/89974, for said goods and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for networking equipment for a not to exceed total contract amount of Forty Two Thousand Five Hundred Fifty Four Dollars (\$42,554.00), for goods and services as described in the attached proposal from MRA International, Inc. dated May 27, 2016 and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount for a not to exceed Forty Two Thousand Five Hundred Fifty Four Dollars (\$42,554.00), for goods and services as described in the attached proposal from MRA International, Inc. dated May 27, 2016, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal and Purchasing Agent recommendation shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken
5. 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.
6. 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:

MRA INTERNATIONAL, INC.
295 MORRIS AVENUE
LONG BRANCH, NJ 07740

Meeting date: June 1, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Acting
Alycia 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 Jennifer Giattino	/			

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUN 1 - 2016**

James J. Santoro
CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO MRA INTERNATIONAL, INC. TO PURCHASE DATA NETWORKING EQUIPMENT FOR THE CITY IN ACCORDANCE WITH NJ STATE CONTRACT M0483/89974 IN THE TOTAL AMOUNT NOT TO EXCEED \$42,254.00

AMOUNT TO BE CERTIFIED:

\$42,254.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-711-360

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$42,254.00 is available in the following appropriation: C-04-60-711-360; 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*
George DeStefano, CFO

May 31, 2016
01:24 PM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 05/31/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-360 Z149G Computer/Technical Upgrades	Encumbrance	CFO Cert for meeting 06/01/2016 MRA Int'l	42,254.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	42,254.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	42,254.00

	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	42,254.00
Total:	1	42,254.00

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	42,254.00		

Batch: GDS Updated Entries: 1 Updated Amount: 42,254.00 Ref Num: 4170

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: May 27, 2016

To: Corporation Counsel, City of Hoboken

From: Al B. Dineros

**Subject: Request for a Resolution to Award the Contract to Upgrade
Computer and Networking System – NTE \$42,254.00**

City of Hoboken requires upgrade to the existing computer and networking system.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to award the contract utilizing NJ State Contract #M0483/89974. The vendor will be:

MRA INTERNATIONAL, INC.
295 MORRIS AVENUE
LONG BRANCH, NJ 07740

ACCOUNT NUMBER TO CERTIFY FROM: \$42,254.00 - C-04-60-711-360



QUOTE NUMBER: Q-008213 v1

Date Quoted: 05/27/2016
Expiration Date: 06/26/2016

ACCOUNT INFORMATION

City of Hoboken
94 Washington St
Hoboken, NJ 07030-4556

CONTACT INFORMATION

Daisy Amado
(201) 420-2026
damado@hobokennj.gov

YOUR MRA SALES TEAM

Account Manager
Angelo Tirone
angelo@mrainternational.com

STATE CONTRACT: NJ – WSCA / NASPO ValuePoint (89974) MNNVP-133

QUOTE NAME: Servers, SAN, Software & Security Quote

Prepared by:
Paul Andrejack
paul@mrainternational.com

Hardware / Software

PART NUMBER	ITEM DESCRIPTION	PRICE	QTY	EXT. PRICE
780018-S01	HP ProLiant DL360 G9 1U Rack Server - 1 x Intel Xeon E5-2620 v3 Hexa-core (6 Core) 2.40 GHz - 2 Processor Support - 16 GB Standard DDR4 SDRAM Maximum RAM - 12Gb/s SAS RAID Supported Controller - Gigabit Ethernet - RAID Level: 0, 1, 5 - 2 x 500 W - Matrox	\$2,075.00	2	\$4,150.00
KTH-PL421/16G	Kingston 16GB Module - DDR4 2133MHz - 16 GB - DDR4 SDRAM - 2133 MHz - ECC - Registered	\$65.00	16	\$1,040.00
755382-B21	HP Intel Xeon E5-2620 v3 Hexa-core (6 Core) 2.40 GHz Processor Upgrade - Socket LGA 2011-v3 - 1.50 MB - 15 MB Cache - 8 GT/s QPI - 5 GT/s DMI - 64-bit Processing - 3.20 GHz Overclocking Speed - 22 nm - 85 W - 162.7°F (72.6°C)	\$497.00	2	\$994.00
765455-B21	HP 2 TB 2.5" Internal Hard Drive - SATA - 7200 - Hot Swappable - 1 Pack - 512-bit Encryption Standard	\$685.00	10	\$6,850.00
U7AP9E	HP Foundation Care - 5 Year Extended Service - Service - 9 x 5 Next Business Day - On-site - Maintenance - Parts & Labor - Physical Service	\$981.00	2	\$1,962.00
SMT3000RM2U	APC Smart-UPS 3000VA Rack-mountable UPS - 3000 VA/2700 W - 120 V AC - 3 Minute - 2U Rack-mountable - 3 Minute - 6 x NEMA 5-15R, 2 x NEMA 5-20R	\$1,125.00	2	\$2,250.00
J9980A#ABA	HP 1820-24G Switch - 24 Ports - Manageable - 2 x Expansion Slots - 10/100/1000Base-T, 1000Base-X - 2 x SFP Slots - 2 Layer Supported - 1U High - Rack-mountable, Desktop, Under Table, Wall MountableLifetime Limited Warranty	\$186.00	1	\$186.00
E7W01SB	HP 1040 SAN Array - 12 x HDD Supported - 48 TB Supported HDD Capacity - 6Gb/s SAS Controller - 12 x Total Bays - Gigabit Ethernet - iSCSI - 2U Rack-mountable	\$4,935.00	1	\$4,935.00

When submitting a Purchase Order, please use the following Location ID numbers:

Personal Computers and Printers
Location ID: 10279484

Servers, Storage and Networking
Location ID: 10037127

MRA International
295 Morris Ave
Long Branch, NJ 07740



QUOTE NUMBER: Q-008213 v1

Date Quoted: 05/27/2016
Expiration Date: 06/26/2016

ACCOUNT INFORMATION

CONTACT INFORMATION

YOUR MRA SALES TEAM

City of Hoboken
94 Washington St
Hoboken, NJ 07030-4556

Daisy Amado
(201) 420-2026
damado@hobokennj.gov

Account Manager
Angelo Tirone
angelo@mrainternational.com

STATE CONTRACT: NJ – WSCA / NASPO ValuePoint (89974) MNNVP-133
QUOTE NAME: Servers, SAN, Software & Security Quote

Prepared by:
Paul Andrejack
paul@mrainternational.com

Hardware / Software

PART NUMBER	ITEM DESCRIPTION	PRICE	QTY	EXT. PRICE
AW555SB	HP 2 TB 3.5" Internal Hard Drive - SAS - 7200	\$367.00	6	\$2,202.00
D4T78AAE	HP Advanced Virtualized - HP MSA 1040 SAN Storage - Upgrade License 1 License - Electronic	\$280.00	1	\$280.00
U2MR7E	HP Foundation Care Service - 5 Year Extended Service - Service - 9 x 5 Next Business Day - On-site - Maintenance - Parts & Labor - Electronic and Physical Service	\$2,405.00	1	\$2,405.00
748921-B21	HP Microsoft Windows Server 2012 R.2 Standard 64-bit - License and Media - 2 Processor - OEM - DVD-ROM - PC - English, French, German, Italian, Spanish	\$645.00	2	\$1,290.00
759562-B21	HP Microsoft Windows Server 2012 64-bit - License - 50 User CAL - OEM - PC - English, French, German, Italian, Japanese, Spanish	\$1,750.00	3	\$5,250.00
LSC14-CH6N-119H	Quantum Scalar i40 Tape Library - 1 x Drive/25 x Slot - LTO-6 - 62.50 TB (Native) / 156.25 TB (Compressed) - SAS - Barcode Reader - 3URack-mountable - 1 Year Warranty	\$7,295.00	1	\$7,295.00
MR-L6MQN-01	Quantum LTO Ultrium 6 Data Cartridge - LTO-6 - 2.50 TB (Native) / 6.25 TB (Compressed) - 2775.59 ft Tape Length	\$25.00	30	\$750.00
MR-LUCQN-01	Quantum LTO Universal Cleaning - LTO Ultrium	\$35.00	1	\$35.00
L5-25413-18	LSI MegaRAID SAS 9271-8i 8-Port 6Gb s PCI Express 3.0 Card, 1GB Cache	\$605.00	1	\$605.00

When submitting a Purchase Order, please use the following Location ID numbers:

Personal Computers and Printers
Location ID: 10279484

Servers, Storage and Networking
Location ID: 10037127

MRA International
295 Morris Ave
Long Branch, NJ 07740



QUOTE NUMBER: Q-008213 v1

Date Quoted: 05/27/2016
Expiration Date: 06/26/2016

ACCOUNT INFORMATION

City of Hoboken
94 Washington St
Hoboken, NJ 07030-4556

CONTACT INFORMATION

Daisy Amado
(201) 420-2026
damado@hobokennj.gov

YOUR MRA SALES TEAM

Account Manager
Angelo Tirone
angelo@mrainternational.com

STATE CONTRACT: NJ – WSCA / NASPO ValuePoint (89974) MNNVP-133

QUOTE NAME: Servers, SAN, Software & Security Quote

Prepared by:
Paul Andrejack
paul@mrainternational.com

Hardware / Software

PART NUMBER	ITEM DESCRIPTION	PRICE	QTY	EXT. PRICE
716197-B21	HP 2.0m Ext HD MiniSAS Cable - Mini-SAS HD - Extension Cable - 6.56 ft - Mini-SAS HD - Mini-SAS HD	\$75.00	1	\$75.00

SUBTOTAL: \$42,554.00

When submitting a Purchase Order, please use the following Location ID numbers:

Personal Computers and Printers
Location ID: 10279484

Servers, Storage and Networking
Location ID: 10037127

MRA International
295 Morris Ave
Long Branch, NJ 07740

Introduced by:  7
Seconded by: 

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2016 Municipal Budget

CLEAN COMMUNITY GRANT CY 2016

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the Budget of any county or municipality when such item shall have been made available By law and the amount thereof was not determined at the time of the adoption of the Budget, and

WHEREAS, said Director may also approve the insertion of an item of Appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$106,057.69 from State of New Jersey Department of Environmental Protection wishes to amend its CY 2016 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of Revenue in the budget of the year CY 2016 in the sum of.....\$106,057.69
This is now available as revenue from:

- Miscellaneous Revenues:
 - Special Items of General Revenue Anticipated
 - With Prior Written Consent of the Director of the
 - Division of Local Government Services:
 - State and Federal Revenues Off-set with
 - Appropriations:
 - Clean Community Grant \$106,057.69

NOW, THEREFORE, BE IT RESOLVED that the like sum of:..... \$106,057.69 be and the same is hereby appropriated under the caption of:

- General Appropriations:
 - (a) Operations Excluded from CAPS
 - State and Federal Programs Off-Set by
 - Revenues:
 - Clean Community Grant
 - Other Expenses \$106,057.69

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

MEETING DATE: June 1, 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	/			

REVIEWED BY:

Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

Alusia Proko
 Alusia Proko, Esq.
 Acting Corporation Counsel

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

JUN 1 2016

James J. Sarcia

CITY CLERK

STATE OF NEW JERSEY
Department of the Treasury
New Jersey Comprehensive Financial System
PO BOX 221
Trenton, NJ 08625-0221

Payment Details

Vendor Name:	HOBOKEN CITY
Vendor Code:	XXXXX1993(00)
Payment Type:	Check
Check Number:	0001697821
Payment Date:	Wednesday, May 11, 2016
Check Total:	\$106,057.69

Payment Line Details

Trans Code:	UA
Voucher Agency:	ENVIRONMENTAL PROTECTION
Voucher Number:	4900CC16677
Payee Reference:	FY2016 CLEAN COMMUNITIES GRANT
Line Number:	01
Line Amount:	\$106,057.69
Disbursed Amount:	\$106,057.69

Additional Information

Budget Fiscal Year:	2016
Fund:	765
Agency:	ENVIRONMENTAL PROTECTION
Organization:	SOLID WASTE ADMINISTRATION
Appr Unit:	004
Object:	6020
Revenue Source:	N/A
Purchase Order #:	N/A
Contract Number:	N/A

STATE OF NEW JERSEY
 DEPARTMENT OF THE TREASURY - TRENTON, NEW JERSEY 08625-0221
 REMITTANCE ADVICE

ORGANIZATION NAME PAYMENT FOR	CONTACT INFORMATION	DOCUMENT NUMBER ACCOUNT NUMBER	AMOUNT
SOLID WASTE ADMINISTRATION FY2016 CLEAN COMMUNITIES GRANT	609-984-7744	14900CC16677 4900-765-042-4900-004-V42Y-6020	10605769
TOTAL			10605769

QUESTIONS SHOULD BE DIRECTED TO APPROPRIATE STATE ORGANIZATION LISTED ABOVE.
 CHECK NUMBER 010001697821 DATE 05/11/16 PAYEE HOBOKEN CITY
 OMB022 (Rev. 01/25/2016) DETACH BEFORE CASHING CHECK AND RETAIN AS EVIDENCE OF PAYMENT

REMOVE DOCUMENT ALONG THIS PERFORATION



PAY One Hundred Six Thousand Eighty Seven and 69/100 Dollars

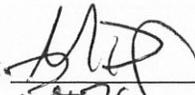
CHECK NUMBER 0001697821
 DATE MAY 11, 2016
 CLEAN COMMUNITIES ACCOUNT FD
 VOID 180 Days After This Date

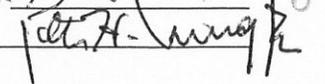
2000031126744
 WELLS FARGO BANK, N.A.

To the Order Of: HOBOKEN CITY
 94 WASHINGTON ST
 HOBOKEN NJ 07030 4585

Acting Director
 Payment Director
 Audited, Allowed and Payment Varranted
 \$*****106,057.69

⑆00001697821⑆ ⑆121000248⑆ 2000031126744⑆

Introduced by: 

Seconded by: 

**CITY OF HOBOKEN
RESOLUTION NO. _____**

Inserting a Special Item of Revenue into the CY 2016 Municipal Budget

**DEPARTMENT OF TRANSPORTATION – ROADWAY PROGRAM
WASHINGTON STREET 2016**

WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of \$447,030.00 from the State of New Jersey Department of Transportation and wishes to amend its CY 2016 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2016 in the sum of.....\$447,030.00

Which is now available as a revenue from:

- Miscellaneous Revenues:
 - Special Items of General Revenue Anticipated with Prior Written Consent of the Director of the Division of Local Government Services:
 - State and Federal Revenues Off-set with Appropriations:
 - Department of Transportation
 - Roadway Program Washington St

NOW, THEREFORE, BE IT RESOLVED that the like sum of.....\$447,030.00 be and the same is hereby appropriated under the caption of:

- General Appropriations:
 - (a) Operations Excluded from CAPS
 - State and Federal Programs Off-Set by Revenues:
 - Department of Transportation
 - Roadway Program Washington St

NOW, THEREFORE, BE IT RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: June 1, 2016

MEETING DATE: June 1, 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	/			

REVIEWED BY:

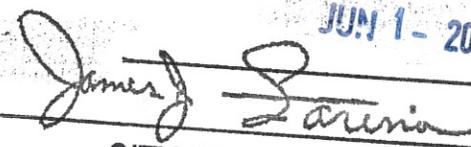

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Alysia Proko, Esq.
Interim Corporate Counsel

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

JUN 1 - 2016


CITY CLERK



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600



RICHARD T. HAMMER
Acting Commissioner

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

March 28, 2016

The Honorable Dawn Zimmer
Mayor, Hoboken City
City Hall
94 Washington Street
Hoboken, NJ 07030

Dear Mayor Zimmer:

I am pleased to inform you that your community has been selected to receive funding from the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2016 Municipal Aid Program for Washington Street (Sec. 3) in the amount of \$447,030.

NJDOT's Municipal Aid Program is a very competitive program. This year the Department received 641 applications requesting more than \$253 million. There is \$78.75 million available in funds from the Transportation Trust Fund (TTF).

NJDOT is committed to providing statewide assistance for local governments for improvements to and preservation of the local transportation network. The completion of your project will help achieve this goal and pursue a transportation strategy that provides mobility through managing the local roadway system.

Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

District 1 - Mt. Arlington - 973-601-6700
District 2 - Newark - 973-877-1500

District 3 - Trenton - 609-530-5271
District 4 - Cherry Hill - 856-486-6618

Again, thank you for your support of this program and good luck with your project.

Sincerely,

Richard T. Hammer
Acting Commissioner

c: Municipal Clerk
Municipal Engineer

RECEIVED
2016 MAR 30 AM 11:07
CITY CLERK
HOBOKEN, NJ 07030

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

CITY OF HOBOKEN
RESOLUTION NO. _____

**AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED
FIRE ARMS RANGE USE AND HOLD HARMLESS AGREEMENT WITH NORTH
BERGEN POLICE DEPARTMENT FOR THE BENEFIT OF THE CITY OF HOBOKEN
POLICE DEPARTMENT**

WHEREAS, the City Council of the City of Hoboken (the "City") is hereby asked to approve the attached Fire Arms Range Use and Hold Harmless Agreement with the North Bergen Police Department on behalf of the Hoboken Police Department; and

WHEREAS, the City's costs associated with this partnership are currently unknown and indeterminable but will not exceed \$10,000.00 through December 31, 2016, and the fees shall at all times be based upon the fee schedule incorporated into the attached agreement.

NOW THEREFORE BE IT RESOLVED, that the Mayor is hereby authorized to execute the attached agreement, and the City's Administration, the Hoboken Police Department, and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement; and,

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action and this resolution shall take effect immediately.

Meeting date: June 1, 2016

APPROVED:
[Signature]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
[Signature]
Aching 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	/			

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

JUN 1 - 2016

[Signature]
[Signature]

CITY CLERK

President Jennifer Giattino

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO THE ATTACHED
FIRE ARMS RANGE USE AND HOLD HARMLESS AGREEMENT WITH NORTH
BERGEN POLICE DEPARTMENT FOR THE BENEFIT OF THE CITY OF HOBOKEN
POLICE DEPARTMENT

AMOUNT TO BE CERTIFIED:

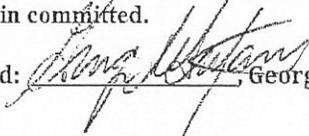
\$10,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-25-241-042

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following appropriation: 6-01-25-241-042 ; 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

Batch Id: GDS Batch Date: 05/31/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-25-241-042 Ammunition/Range	Encumbrance	CFO Cert for meeting 06/01/2016 Fire Arm	10,000.00	1

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	10,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	10,000.00

	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	10,000.00
Total:	1	10,000.00

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	10,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 10,000.00 Ref Num: 4169

North Bergen Police Department

FIREARMS RANGE USE AND HOLD HARMLESS AGREEMENT

This Use and Hold Harmless Agreement, by and between the North Bergen Police Department, through the Township of North Bergen, New Jersey and

Hoboken Police Department

(“Agency” or “Organization”), provides for the (Agency) Organization to use North Bergen Police Department firearms range (“Range”), located at 8301 West Side Avenue, North Bergen, New Jersey, 07047 for authorized firearms training activities subject to the terms and conditions outlined below.

1. (Agency) refers to any public law enforcement (agency) that wishes to conduct firearms training activities at the Range.
2. “Organization” refers to any non-law enforcement organization that wishes to conduct firearms training activities at the Range for *law enforcement training purposes only*. Use of the Range is authorized for and limited to Organizations that have been approved by the North Bergen Police Department.
3. Use of the Range is authorized for and limited to law enforcement members who have been certified by the New Jersey Police Training Commission or the Commission of Peace Officer Standards and Training (POST), or duly authorized members of a police training Organization that has been authorized by the North Bergen Police Department. No unauthorized persons will be allowed to use the Range.
4. The term of this Use Agreement shall be from 5/6/16 to 12/31/16. The North Bergen Police Department shall have the right to terminate this Use Agreement at any time upon written notice to the (Agency) Organization.
5. The (Agency) Organization agrees to pay the Township of North Bergen a fee based on the current fee schedule. *North Bergen Township Ordinance 284-16 (attached herein)* provides the current schedule of fees. Organization fees may be waived under a Host Training provision.
6. The time, date, and duration of the (Agency) Organization’s use of the Range will be scheduled and approved by the Training Division upon authorization of the Supervising Firearms Instructor, Training Division Commander, or Chief of Police.
7. The (Agency) Organization shall at all times adhere to the rules and regulations of the Range and North Bergen Police Department Firearms Policy, as applicable, and is subject to the

guidance and authority of a North Bergen Police Department Range Safety Officer, or his/her designee.

8. The Agency/Organization recognizes that use of a firearms range could lead to personal injury or death as well as property damage. The Agency/Organization assumes such risks while its personnel/employees are present at the firearms range.
9. The Agency/Organization agrees to defend, indemnify, and hold harmless The Township of North Bergen, its officers, employees, representatives, and agents from and against all claims for bodily or personal injury or property damage resulting from the Agency's/Organization's use of the Range and its performance under this Use Agreement. Said hold harmless and indemnification shall include any settlement or verdict monies which accrue as a result of any action of the Agency/Organization and indemnification for any legal fees or other costs which may be accrued due to the Agency/Organization conducting activities at the Range facility.
10. The Agency agrees to provide a Certificate of Insurance evidencing coverage for general liability insurance, auto liability insurance, and workers compensation insurance, covering all Agency personnel, for minimum statutory limits or an amount not less than One Million (\$1,000,000) Occurrence/Three Million (\$3,000,000) Aggregate, whichever is greater, including contractual liability specifically covering Agency's obligations under the aforementioned hold harmless and indemnification agreement, prior to its use of the Range. Such Certificate of Insurance shall also name Regents of the Township of North Bergen as additionally insured.
11. Non-law enforcement Organizations agree to provide a Certificate of Insurance, evidencing coverage for general liability insurance and auto liability insurance in an amount not less than One Million (\$1,000,000) Occurrence/Three Million (\$3,000,000) Aggregate covering all Organization personnel, including contractual liability, and specifically covering the Organization's obligations under the above Hold Harmless and Indemnification Agreement, prior to its use of the Range. Such Certificate of Insurance shall also name Regents of the Township of North Bergen as additionally insured. Organizations shall also carry workers compensation insurance to at least statutory limits for any and all workers, where applicable.
12. The Agency/Organization agrees that any personal injury or property damage which occurs to or is caused by Agency/Organization's employees or property during use of the range will be the responsibility of the Agency/Organization.
13. The Agency/Organization agrees to clear the Range of any brass, lead, shell casings, or any other refuse it produces from its use. Agency/Organization agrees to collect all brass in the appropriate recycling receptacles. Only brass-cased ammunition shall be utilized at the Range.

Use and Hold Harmless Agreement

Agency / Organization Contact Information

Agency/Organization: Hoboken Police Department

Address: 106 Hudson St.

Hoboken, NJ 07030

Billing Contact: Det. Christine Collins

Billing Contact Phone: 201-420-2100

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____

day of _____, in the year _____.

ATTEST:

TOWNSHIP OF NORTH BERGEN

Township Clerk

By: _____
Signature of Authorizing Dept. Designee

WITNESS:

AGENCY/ORGANIZATION

Print

Authorized Representative (Print)

Sign

Authorized Representative (Sign)

TOWNSHIP OF NORTH BERGEN
HUDSON COUNTY

AN ORDINANCE REESTABLISHING A FEE SCHEDULE
FOR THE POLICE SHOOTING RANGE AND AMENDING
ORDINANCE NO. 161-13

WHEREAS, the Township of North Bergen ("Township") has constructed a shooting range for use by the North Bergen Police Department; and

WHEREAS, the Township wishes to provide a fee schedule for making said range available for use by outside law enforcement agencies and professional law enforcement training organizations which are certified in firearms training and methods of firearms instruction.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF NORTH BERGEN that:

Section 1: Fees for the use of the Township's shooting range shall be as follows:

A minimum fee of \$300.00 for up to four (4) hours and \$60.00 per hour for each additional hour up to a total of eight (8) hours per day. Each separate day's use shall require an additional \$300.00 minimum charge.

Section 2: The Chief of Police shall have discretion in granting and scheduling use of the range by outside law enforcement agencies, and professional law enforcement training organizations that are certified in firearms training and methods of firearms instruction, but nothing herein shall be deemed to require any grant of use by the Chief of Police.

Section 3: The Chief of Police shall have discretion in waiving fees in exchange for professional training services rendered to the North Bergen Police

Department when hosting firearms training. Said exchange of services shall be in writing and in compliance with the Local Public Contracts Law.

Section 4: Any agency or organization granted permission to use the range must, prior to use, provide the Township with a properly executed Use and Hold Harmless Agreement in a form satisfactory to the Township Attorney and proof of liability insurance coverage in a minimum amount of one million dollars per occurrence/three million dollars aggregate, with the Township being named as an additional insured.

Section 5: All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed as to the inconsistency thereof.

Section 6: If any part or parts of this Ordinance are for any reason held to be invalid, such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7: This Ordinance shall take effect upon adoption and publication as required by law.

Introduced: March 9, 2016

Published: March 12 & 29, 2016

Adopted: March 23, 2016

Attest: Erin Barillas
Township Clerk

<u>Comm. Cabrera</u>	<u>YES</u>
<u>Comm. Marengo</u>	<u>YES</u>
<u>Comm. Gargiulo</u>	<u>YES</u>
<u>Comm. Pascual</u>	<u>YES</u>
<u>President Sacco</u>	<u>YES</u>

Date	Hours	Total Fee
5/06	4	300
5/10	4	300
5/12	4	300
5/25	8	540
5/26	8	540
5/31	8	540
6/01	8	540
6/20	8	540
6/21	8	540
*6/22	8	540
Total		4,680

*Possible Make-up Day

INTRODUCED BY: _____
SECONDED BY: _____

CITY COUNCIL OF THE CITY OF HOBOKEN
RESOLUTION NO.: _____

**CONSENTING TO THE APPOINTMENT OF JUDGE MONGIELLO AS
THE CHIEF JUDGE OF THE MUNICIPAL COURT OF THE CITY OF
HOBOKEN FOR THE TERM OF THREE (3) YEARS TO COMMENCE
JUNE 6, 2016 AND EXPIRE JUNE 5, 2019**

WHEREAS, N.J.S.A. 2B:12-4 allows the Mayor to appoint the Chief Judge of the Hoboken Municipal Court, upon advise and consent of the City Council; and

WHEREAS, the Mayor has reappointed Judge Mongiello to the position of Chief Judge of the Municipal Court, and hereby requests the consent of the City Council to said reappointment; and

WHEREAS, the term of appointment is for three (3) years, or until a successor is qualified and appointed, which shall commence on June 6, 2016 and expire on June 5, 2019; and

WHEREAS, the City Council agrees with the Mayor's reappointment of Judge Mongiello.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby consents to and authorizes the reappointment of Judge Mongiello as the Chief Judge of the Municipal Court for the City of Hoboken, for the term of three (3) years to commence on June 6, 2016 and expire on June 5, 2019 or until a successor is qualified and appointed, pursuant to N.J.S.A. 2B:12-4; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Mayor expeditiously.

Meeting date: June 1, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Quentin Wiest
Business Administrator

Alysia Prolo
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 Giattino	/			

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

JUN 1 - 2016

James J. Sarcina

CITY CLERK

INTRODUCED BY: [Signature]
SECONDED BY: [Signature]

CITY COUNCIL OF THE CITY OF HOBOKEN
RESOLUTION NO.:

**CONSENTING TO THE APPOINTMENT OF JUDGE FAZIO AS A
JUDGE OF THE MUNICIPAL COURT OF THE CITY OF
HOBOKEN FOR THE TERM OF THREE (3) YEARS TO
COMMENCE JUNE 6, 2016 AND EXPIRE JUNE 5, 2019**

WHEREAS, N.J.S.A. 2B:12-4 allows the Mayor to appoint the Judges of the Hoboken Municipal Court, upon advise and consent of the City Council; and

WHEREAS, the Mayor has reappointed Judge Fazio to the position of Judge of the Municipal Court, and hereby requests the consent of the City Council to said reappointment; and

WHEREAS, the term of appointment is for three (3) years, or until a successor is qualified and appointed, which shall commence on June 6, 2016 and expire on June 5, 2019; and

WHEREAS, the City Council agrees with the Mayor's reappointment of Judge Fazio.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby consents to and authorizes the reappointment of Judge Fazio as a Judge of the Municipal Court for the City of Hoboken, for the term of three (3) years to commence on June 6, 2016 and expire on June 5, 2019 or until a successor is qualified and appointed, pursuant to N.J.S.A. 2B:12-4; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Mayor expeditiously.

Meeting date: June 1, 2016

APPROVED:

[Signature: Quentin Wiest]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

[Signature: Alysia Proko]
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 Giattino	/			

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

JUN 1 - 2016

[Signature: James J. Sarina]

CITY CLERK

Introduced By: [Signature]
 Second By: [Signature]

12

**CITY OF HOBOKEN
 RESOLUTION NO. _____**

RESOLUTION WAIVING PENALTY FEES THROUGH JUNE 1, 2016 ISSUED AGAINST HUB HOBOKEN PROPERTIES TRUST FOR OUTSTANDING PARKING TAXES ON THE PARKING GARAGE PROPERTY AT 111 RIVER STREET IN THE AMOUNT OF \$28,549.00

WHEREAS, pursuant to Hoboken Code Chapter 140 at Article II, the City is entitled to parking taxes for certain properties which house parking lots/garages, and failure of a property owner to pay such taxes as defined in Chapter 140 Article II results in the issuance of interest and penalties; and,

WHEREAS, HUB Hoboken Properties Trust, as the owner of 111 River Street, and the parking garage thereupon, self reported to the City of Hoboken Finance Office that they had outstanding taxes due, including interest and fees, and that, despite no action being taken by the City regarding same, they wished to resolve the outstanding parking tax issue; and,

WHEREAS, as a consequence of the self reporting of HUB Hoboken Properties Trust, and their willingness to put the City on notice of the revenues and resolve same, the City wishes to resolve the issues amicably by requiring the payment of the interest, while waiving the penalties associated therewith; and,

WHEREAS, the cost for the parking tax penalty fees for this parking garage, on 111 River Street, are \$28,549.00 and, by way of this resolution, the City seeks to waive these fees.

NOW THEREFORE BE IT RESOLVED, the City Council authorizes waiver of the penalty fees through June 1, 2016 associated with the outstanding parking taxes for HUB Hoboken Properties Trust for the parking garage located on 111 River Street, under the circumstances provided for herein.

Meeting date: June 1, 2016

APPROVED:

APPROVED AS TO FORM:

[Signature]
 Quentin Wiest
 Business Administrator

[Signature]
 Alycia Proko
 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 Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: **JUN 1 - 2016**

[Signature]

CITY CLERK

Introduced By: *Patricia King*
Seconded By: *[Signature]*

**CITY OF HOBOKEN
RESOLUTION NO.:**

**RESOLUTION AUTHORIZING UTILIZATION OF THE FEE WAIVER PROVISIONS UNDER
HOBOKEN GENERAL CODE SECTION 86-3(H)(1) FOR AND ON BEHALF OF THE MILE
SQUARE THEATRE'S CONSTRUCTION PERMIT FEES RELATING TO THE
RECONSTRUCTION OF THE THEATRE PROPERTY**

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

WHEREAS, the construction fee waivers available under Code § 86-3(H)(1) have been requested by the Mile Square Theatre, which is a non-profit art and education entity, in response to their need to obtain construction permits and certificates to construct the art, entertainment and educational non-profit center upon the property; and,

WHEREAS, it is clear that Mile Square Theatre does not fall into the category of entities which are automatically granted a waiver under Code § 86-3(H)(1), however, they are a non-profit, and they are a non-profit educational entity which seeks to provide a public purpose (education and art) through their work, and the City wishes to provide them with the benefits of the waivers allowable under that section, as the City has done for similarly situated educational organizations in the past, in an attempt to assist them in opening their non-profit artistic, entertainment and educational center for the benefit and general welfare of the City and its residents; and,

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Hoboken acknowledges that the Mile Square Theatre project does not fall into the category of development which is automatically granted a construction fee waiver under Hoboken General Code § 86-3(H)(1); however, the City Council hereby extends the construction fee waivers allowable under Hoboken General Code § 86-3(H)(1) to the Mile Square Theatre based upon their non-profit arts and education purpose.

BE IT FURTHER RESOLVED, that the fee waiver shall be in the amount of \$6,830.00 (which represents local fees only, as DCA fees which accrue against the property and permits cannot be waived) as certified to by the Construction Code Official, which constitutes the fees allowed to be waived under Hoboken General Code Section 86-3; and,

BE IT FURTHER RESOLVED, that the Finance Director and Chief Financial Officer for the City shall hereby draw a warrant against the City Treasury in the amount of \$6,830.00 for the herein authorized reimbursement, to be issued to Mile Square Theatre; and,

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

Meeting date: June 1, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysa Proko, Esq.
Alysa Proko
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 Jennifer Giattino	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 1 - 2016

James J. Sarena

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: 
 Seconded by: 

14

JUN 1 - 2016 CITY OF HOBOKEN
 RESOLUTION NO. _____


 James J. ...
 CITY CLERK

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE
 CITY OF HOBOKEN AND 110 PARK AVE LLC, OWNER OF BLOCK 34 LOT 30
 (a/k/a 110 Park Avenue), 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

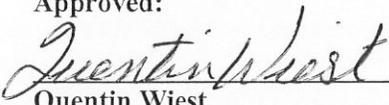
WHEREAS, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

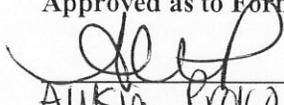
WHEREAS, the applicant desires to receive and the City of Hoboken agrees to grant to 110 Park Ave LLC, owner of Block 34 Lot 30, more commonly known as 110 Park Avenue, Hoboken, represented by Peter Cossio, such a license.

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 110 Park Ave LLC, owner of Block 34 Lot 30, more commonly known as 110 Park Avenue, shall be subject and limited to the details and specifications included in the attached Application, Caulfield Associates Survey and Jensen C. Vasil Architect P.C. drawing sheet A-1, A-2 and A-3;
- 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: June 1, 2016

Approved:

 Quentin Wiest
 Business Administrator

Approved as to Form:

 Augusta Proico
 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 Jennifer Giattino	/			

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this 1st day of June, 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 **110 PARK AVE LLC**, owner of Block 34 Lot 30, more commonly known as 110 Park Avenue, Hoboken, NJ 07030, represented by Peter Cossio (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 Park Avenue R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of rehabilitating the front stoop, creating an upper courtyard with bluestone pavers and an at-grade planting bed with an ornamental deciduous tree, and installing a new decorative fence and gate adjacent to the building fronting onto Park Avenue; and

WHEREAS, the area of encroachment along Park Avenue will leave not less than 8 feet 9 inches of unobstructed 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 34 Lot 30, to rehabilitate the existing stoop, replace the sidewalk paving within the fenced courtyard with bluestone pavers, construct a 9 foot by 10 foot 11 inch at-grade planting bed for installation of an ornamental deciduous tree, and installation of a decorative steel fence and gate not to exceed 42 inches in height 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 County of Hudson and/or Hudson County Planning Board, when applicable, 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: 110 Park LLC, owner in fee of Block 34 Lot 30, more commonly known as 110 Park Avenue, Hoboken, NJ, represented by Peter Cossio.

Signed: _____

Printed: _____,
Peter Cossio representing 110 Park LLC
Owner of 110 Park Avenue, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

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

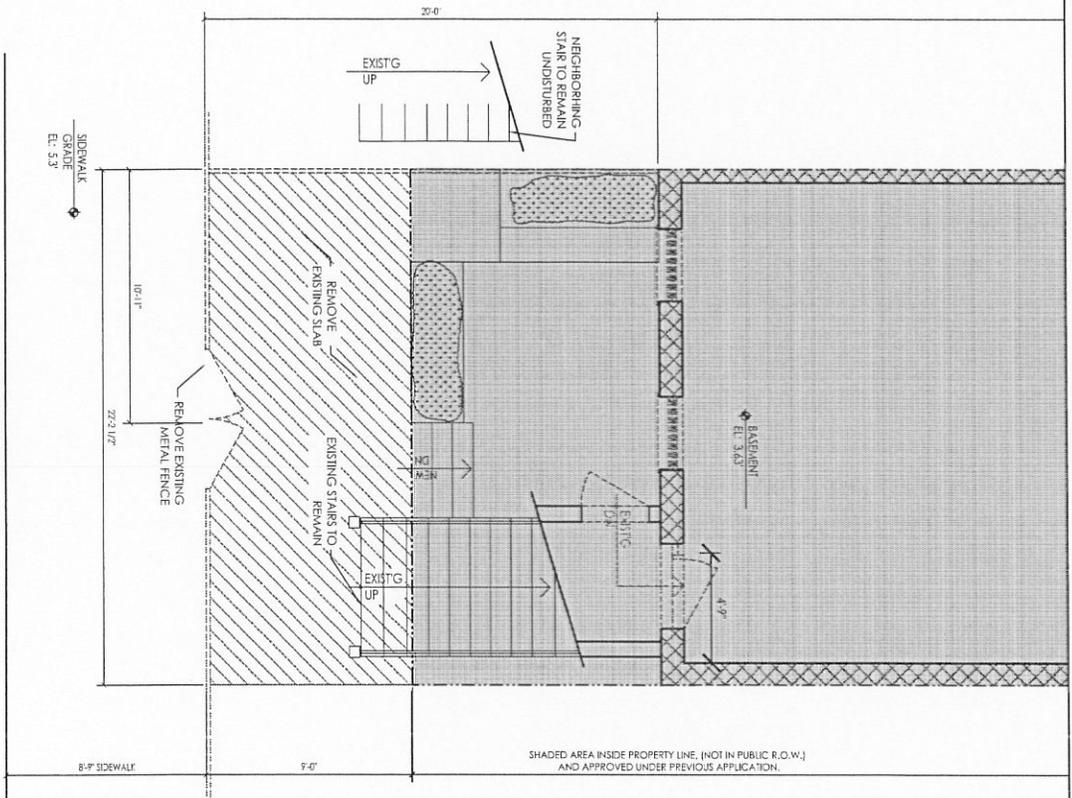
Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS

1

3/16" = 1'-0"

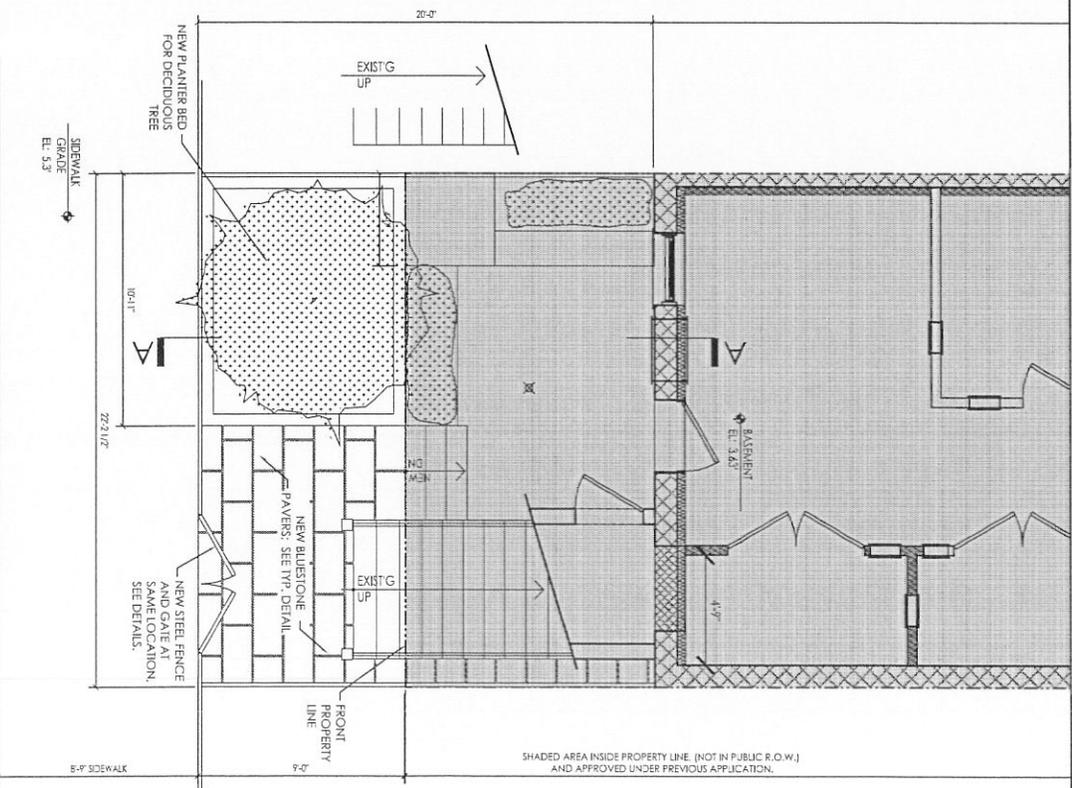
PUBLIC R.O.W. DEMOLITION PLAN



2

3/16" = 1'-0"

PUBLIC R.O.W. CONSTRUCTION PLAN



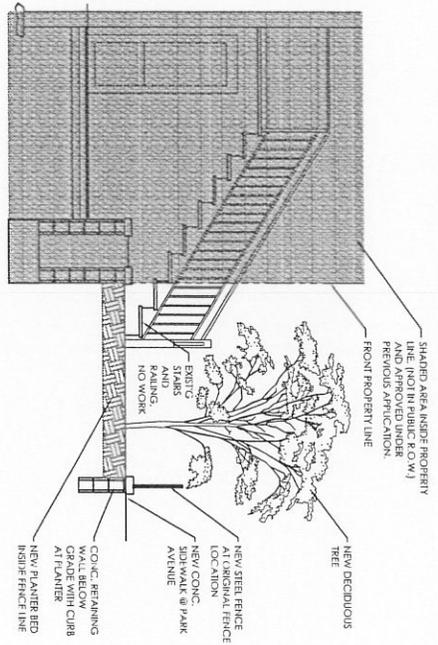
SIGNATURE + SEAL

PREPARED BY:
JENSEN C. VASIL ARCHITECT P.C.
 205 12TH STREET
 HOBOKEN, NJ 07030
 201 850 1055 (H)
 201 221 7566 (F)

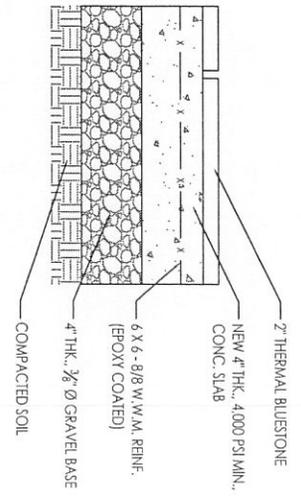
PROJECT
NEW AREAWAY AND STAIRS IN PUBLIC R.O.W.

OWNER:
110 PARK LLC
 19 MAGNOLIA AVENUE
 JERSEY CITY, NJ 07306

A-2



1 AREAWAY SECTION A-A
3/16" = 1'-0"



2 TYP. PAVING DETAIL
1/4" = 1'-0"

A-3

OWNER:
110 PARK LLC
19 MAGNOLIA AVENUE
JERSEY CITY, NJ 07306

PROJECT
NEW AREAWAY AND STAIRS IN PUBLIC R.O.W.

PREPARED BY:
JENSEN C. VASIL ARCHITECT P.C.
205 12TH STREET
HOBOKEN, NJ 07030
201 850 1055 (f)
201 221 7566 (f)

SIGNATURE + SEAL



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

CITY OF HOBOKEN
Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Work Site Address:

110 Park

Block: **34**

Lot(s): **30**

Applicant: (If applicant is an LLC, a Corporate Disclosure Statement must be filed as an attachment to this document.)

110 Park LLC, c/o Peter Cossio

Owner (if other than Applicant):

Address:

19 Magnolia Ave, Jersey City, NJ 07306

Address:

Date Received:

Phone: 917-855-5817

Phone:

e-mail: PCossio@Halstead.com

e-mail:

- A. Does the proposed work increase an existing encroachment of the public right-of-way: Yes No
- B. The proposed right-of-way improvements are:
 1. Stand-alone (not associated with other work) 2. Part of a new construction project. 3. Part of a renovation project.
- C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):
- 1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).
 - 2. Photographs of the existing ROW condition.
 - 3. Architectural drawings including the following details:
 - a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
 - b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
 - c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.
 - 4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.
 - 5. Metes and bounds description of the proposed area of encroachment.
 - 6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

The existing gated area is paved entirely with concrete. We propose to remove all concrete paving (200.8 SF) and replace 51% (102.1 sf) with bluestone paving and 49% (98.7 SF) with vegetation. The areaway slopes away from the building, draining any rainwater from the building.

E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

The impervious area will be decreased, allowing for more rainwater to percolate through the ground. Less concrete and more vegetation equals less urban heat island effect. More vegetation cuts down on reflected glare resulting from concrete surfaces.

5-10-16

Applicant's signature

Date

P.L. CAULFIELD, JR.
N.J. LIC. NO. 16797
JOSEPH T. CAULFIELD
N.J. LIC. NO. 37670

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

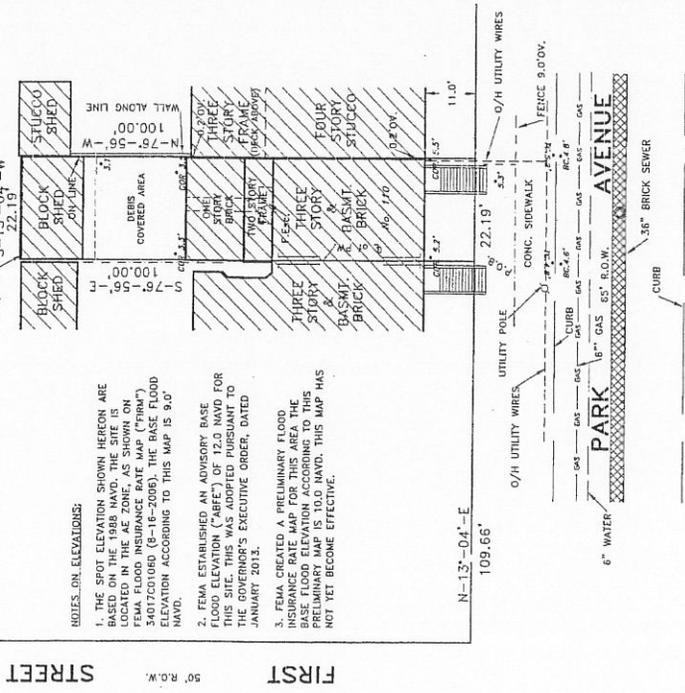
TELEPHONE (201) 792-0446
FAX (201) 792-7714
JOB NO.

GENERAL NOTES:

THIS SURVEY WAS MADE AT THE REQUEST OF PETER COSSIO, AND FOLLOWS THE INSTRUCTIONS THEREIN CONTAINED. IT IS NON-TRANSFERABLE AND IS SUBJECT TO THE FACTS REVEALED BY AN ACCURATE AND COMPLETE TITLE SEARCH. BEARINGS ARE RELATIVE AND BASED ON TITLE WORK SUPPLIED BY THE CLIENT. THE AREA OF THE SITE IS 2.219.0 SQ. FT. (0.05 ACRES).

NOTES ON ELEVATIONS:

1. THE SPOT ELEVATION SHOWN HEREON ARE BASED ON THE 1988 NAVD. THE SITE IS LOCATED IN THE AE ZONE, AS SHOWN ON THE FLOOD ELEVATION MAP (FEMA) 34017G(100) (8-18-2006). THE BASE FLOOD ELEVATION ACCORDING TO THIS MAP IS 9.0' NAVD.
2. FEMA ESTABLISHED AN ADVISORY BASE FLOOD ELEVATION (ABFE) OF 12.0' FOR THIS SITE. THIS WAS ADOPTED PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER, DATED JANUARY 2013.
3. FEMA CREATED A PRELIMINARY FLOOD INSURANCE RATE MAP FOR THIS AREA. THE BASE FLOOD ELEVATION ACCORDING TO THIS PRELIMINARY MAP IS 10.0' NAVD. THIS MAP HAS NOT YET BECOME EFFECTIVE.



SURVEY OF PROPERTY
LOCATED AT
110 PARK AVENUE
HOBOKEN, HUDSON CO., N.J.

BLOCK 34
LOT 30
DATE OCTOBER 2, 2014
BY P.L. CAULFIELD, JR.
SCALE 1"=40' - 20 FEET

Aerial Photos, Water and Elevation Data by Esri
Corner Markers: These were obtained from the ultimate
owner pursuant to P.L. 2003, c. 14 (N.J.A.C. 45:28-36.3)
and N.J.A.C. 13:40-5.1(c).
This survey is for informational purposes only. IT
IS SUBJECT TO THE FACTS REVEALED BY AN ACCURATE AND COMPLETE
TITLE SEARCH. THE SURVEYOR HAS CONDUCTED THE SURVEY IN
HOBOKEN, AND IS CONTINUING TO MAKE SURVEYS IN THE AREA.

P.L. Caulfield, Jr.
P.L. CAULFIELD, JR.
PROF. LAND SURVEYOR
N.J. LIC. NO. 16797

RESOLUTION OF APPROVAL

APPLICATION OF 110 PARK AVENUE, LLC

IN THE MATTER OF : ZONING BOARD OF ADJUSTMENT
110 PARK AVENUE, LLC : CITY OF HOBOKEN
: BLOCK 34, LOT 30
: 110 PARK AVENUE

WHEREAS, the applicant, 110 Park Avenue, LLC has requested variances pursuant to N.J.S.A. 40:55D-70(c)(2) and (d)(6) to construct one additional story on top of an existing 4-story residential building resulting in two (2) duplex residential units and ground floor storage on the property located at Block 34, Lot 30 on the tax map of the City of Hoboken, being commonly known as 110 Park Avenue, LLC, Hoboken, New Jersey and said premises being in the R-1 Zone; and

WHEREAS, the Board held a public hearing on said application on May 26, 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 Robert C. Matule, Esquire; and

WHEREAS, the Board has heard the testimony and evidence presented by the applicant, and has received no 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:

1. The Board found the application complete.
2. According to the application, the applicant is seeking the following variances:
 - A. For a rear yard setback of 29 feet, whereas 30 feet is required.
 - B. For building height of 43 feet 10 inches, whereas 40 feet is the maximum permitted.

- C. For roof coverage of 62.21%, whereas 10% is the maximum permitted.
 - D. For a front yard setback of 11 feet, whereas 5 to 10 feet is permitted.
 - E. For building depth of 71 feet (from front lot line), whereas 70 feet is the maximum permitted.
 - F. For building height of 5 stories, whereas 3 stories is the maximum permitted.
3. Based upon the comments of applicant's Attorney, Robert C. Matule, Esquire, the Board heard the following:
- A. The applicant proposes to renovate the existing building into two (2) duplex units.
 - B. The existing habitable basement will be converted into a storage area to elevate out of the flood plain.
 - C. A new fourth floor will be added to the top of the building as well as a rear extension.
 - D. When the project is completed, there will be four (4) 60 foot deep residential floors above the non-habitable first story.
4. Based upon the sworn and qualified testimony of the applicant's Architect, Jensen C. Vasil, AIA, the Board made the following findings of fact:
- A. The existing building is a four-story building with a shed in the rear yard.
 - B. The property is located mid-block and the surrounding area is densely populated.
 - C. There is not much of a donut on this block because there are many sheds in the rear of the properties and several lots to the west of the subject property have 80 to 90% lot coverage.
 - D. Hurricane Sandy severely damaged the bottom floor of the building.

- E. The applicant proposes to add an additional floor to the top of the existing building and extend the rear of the building.
- F. The existing shed will be demolished reducing the existing lot coverage from 64.79% to 60%.
- G. All of the existing floor levels will remain the same through the third floors. The fourth floor will start where the roof currently sits which will have to be reframed to provide for the additional floor.
- H. The lowest floor of the existing building goes back 52 feet 3 ½ inches and the building steps back as it goes to the third floor.
- I. The proposed addition will go straight up in the back at 60% lot coverage, or 60 feet, and the front building line would remain where it is presently located.
- J. The existing front yard has an 11 foot front yard. The applicant proposes to re-landscape the front and back yard and create a planted area within the gate area.
- K. The adjacent lots (Lots 108 and 106) have structures setback from the sidewalk. The applicant proposes to continue that setback to align with the adjacent buildings.
- L. There will be planter beds, a tree pit inside of the fence line, and pervious pavers on both the lower and upper areas.
- M. The impervious area will be reduced from 74% to 60%, consisting of only the building.
- N. The large existing gate will be replaced by a solid smaller double gate used by pedestrians. The new gate will be placed in the same location as the old gate.
- O. The applicant will not use the area in front of the property for parking.
- P. The existing stoop will remain. It will be refinished in a brownstone finish.

- Q. The roof will be a green roof having an area of 272 square feet.
- R. At the rear of the building there will be a rain collection system capable of collecting a minimum of 1,200 gallons of water.
- S. The rear yard will be accessed through the stairway that goes between the first level and the basement level through the open storage area.
- T. There will be a sliding glass door providing egress to the back yard but there will not be any exterior stairs or landings.
- U. There will be a roof deck 380 square feet in size which will be set back ten (10) feet from the front of the building.
- V. A generator and two air-conditioning condenser units will be located behind the stairs.
- W. The applicant will add privacy screens on both the north and south side comprised of a slatted Epay wood fence six (6) feet in height.
- X. There will be planters on the roof deck and the applicant will provide a hose bib for irrigation.
- Y. The applicant reviewed the plan with the Flood Plain Administrator and agreed to wet flood proof the basement.
- Z. Since the applicant is not reframing the whole building, the Flood Plain Administrator suggested keeping the first floor where it is at 13.68 feet.
- AA. The applicant will comply with the issues raised in the April 20, 2015 Engineer's letter.
- BB. An aluminum mansard roof will be added to the top and will be sloped back. The cornice line would be maintained.
- CC. Mr. Vasil opined that the aluminum roof will complement the brownstone front façade.

- DD. The cornice will be painted with a glossy black paint.
 - EE. The total height of the structure will be 43 feet 10 inches above the base flood elevation.
 - FF. The area underneath the stoop will no longer be used as habitable space. It will just be used for storage.
 - GG. The proposed synthetic grass has a flow rate of 30 inches per hour to percolate water through it. The front paving will percolate at 720 inches per hour.
 - HH. The applicant will revise the plans to show they added a hallway on the first story as a means of creating a more distinct separation of the first and second story.
 - II. The applicant will add some tall plantings to soften the look on the west side of the bulkhead.
5. Based upon the sworn and qualified testimony of the applicant's Professional Planner, Edward V. Kolling, P.P., the Board made the following findings of fact:
- A. The area consists of three, four, and five-story buildings.
 - B. This building existed as a three-story over a basement which is considered a four-story building because the basement was used for residential purposes.
 - C. Post-Sandy the basement space is no longer habitable so it remains a basement, but it is no longer considered a story. The Board disagreed with this conclusion.
 - D. The applicant proposes to add the story to the top of the building so it will continue to be a four-story building. Now it will be four stories over a basement verses three stories over a basement. However, the Board considered the proposal to consist of five stories.
 - E. The applicant is seeking a front yard variance because of the existing 11-foot front yard, whereas only 5 to 10 feet is permitted.

- F. The rear variance is the result of the mansard roof still at the 11-foot line so technically the applicant needs a variance for the additional floor.
 - G. The structure is more than three feet over with respect to the permitted height if measured from the BFE (base flood elevation). Measured from the DFE (design flood elevation) it would only be one foot and 10 inches over.
 - H. Mr. Kolling opined that the proposal meets the intent of the zone plan which is to conserve the architecture, scale and grain of the residential blocks. The design brings back the look of the original building consistent with the Hoboken look.
 - I. The mansard roof is a traditional way of adding a story without it being too imposing on the street.
 - J. The density has been reduced by going from three (3) units to two (2) units.
 - K. With the removal of the shed, the applicant is creating an actual back yard and providing more open space at the interior of the block.
 - L. The proposed units will create family-friendly housing.
 - M. All of the improvements being made to the exterior of the building will promote a visually aesthetic improvement.
 - N. The applicant will provide a revised landscape plan to indicate both the quantity of plants and their sizes.
- 6. The Board was pleased with the proposed reduction in density and finds that the two-family component is a desired use in the R-1 Zone.
 - 7. The Board determined that the 11 foot front setback is unique to this block and will be consistent with the other properties having an 11 foot front line setback; therefore, it will fit in nicely with the rest of the neighborhood.

8. The Board determined that because the property is in the flood zone and can no longer use the basement as habitable space, the Board determined that the applicant should be able to continue to have four habitable floors and feel the request is reasonable to add the additional story to the top floor.
9. The Board determined that the proposed brownstone look on the front façade will be an aesthetic improvement.
10. The Board determined that this proposal will not have a substantial negative impact on the light, air, and privacy of the surrounding neighborhood.
11. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board, after careful deliberation, found that this application has met the requirements of N.J.S.A. 40:55D-70 (c)(2) because the Board determined that the additional height is to elevate the building out of the flood plain without losing livable space since the applicant cannot use the existing basement story for habitation; and

WHEREAS, the Board found that the applicant has met the requirements of N.J.S.A. 40:55D-2 (d)(6) because the height of the building and the number of stories will be consistent with other buildings in the surrounding area; and

WHEREAS, the Board determined that the 11 foot front yard setback is unique to this area in Hoboken and will also be consistent with the adjacent buildings 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 also found that the proposed brownstone look on the front façade will be an aesthetic improvement 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 arrangement;" and

WHEREAS, the Board has determined that the relief sought can be granted without a substantial negative impact to the surrounding area; and

WHEREAS, the Board has determined that the relief sought will 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 26th day of May, 2015, upon a motion made by Antonio Grana and seconded by Frank DeGrim that the application of 110 Park Avenue, 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 May 26, 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.
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. The Board's Engineer and Planner are to submit a memo to be attached as Exhibit "A" to the Resolution identifying all unmet comments or technical commitments made during the hearing.
7. The applicant shall provide all bonds required by the City's Ordinance and/or Municipal Land Use Law for all work performed within the City's right-of-way. The Board Engineer is to inspect all bonded items, if any.

8. The applicant's plan must comply with the Hoboken Flood Plain Ordinance and the plan is to be resubmitted to the Flood Plan Coordinator for her review and approval.
9. The applicant shall comply with the requests contained in the reports of the Board's professionals.
10. The first story shall be used for storage only and shall not be used as habitable or livable space. The applicant shall revise the plans to create a hallway on the first story as a means of creating a more distinct separation of the first story and the second story. Revised plans shall be submitted to the Board's professionals for their review.
11. The landscape plans shall be revised to indicate the quantity and types of plantings. The plans should also indicate that water spigots should be added to the roof deck and on the front and rear yards for irrigation for the proposed landscaping and planters.
12. The applicant shall install a green screen to conceal the bulkheads on the roof deck.
13. 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: Philip Cohen; Michael DeFusco; Antonio Grana; Diane Fitzmyer Murphy; Frank DeGrim; James Aibel

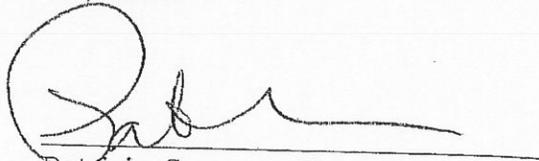
OPPOSED: None

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 May 26, 2015 and duly adopted as to form by the Zoning Board at its regular meeting on June 23, 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 TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUN 1 - 2016

Sponsored by: [Signature] 15
 Seconded by: [Signature]

James J. Saronia CITY OF HOBOKEN
 RESOLUTION NO. _____

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE
 CITY OF HOBOKEN AND JEFFERSON 407 LLC, OWNER OF BLOCK 60 LOT 4
 (a/k/a 407 Jefferson 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 Jefferson 407 LLC, owner of Block 60 Lot 4, more commonly known as 407 Jefferson Street, Hoboken, represented by Dana Spaulding, 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 Jefferson 407 LLC, owner of Block 60 Lot 4, more commonly known as 407 Jefferson Street, shall be subject and limited to the details and specifications included in the attached Application, Caulfield Associates Survey and Jensen C. Vasil Architect P.C. drawing sheet A-1, A-2 and A-3;
- 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: June 1, 2016

Approved:

Quentin Wiest
 Quentin Wiest
 Business Administrator

Approved as to Form:

Alycia Proke
 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 Jennifer Giattino		✓		

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this 1st day of June, 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 **JEFFERSON 407 LLC**, owner of Block 60 Lot 4, more commonly known as 407 Jefferson Street, Hoboken, NJ 07030, represented by Dana Spaulding (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 Jefferson Street R.O.W.; and

WHEREAS, the LICENSEE desires to use a portion of the LICENSOR's property for the purpose of constructing a new front stoop, constructing a raised planting bed, installing a new decorative metal fence on the public right-of-way and installing bluestone pavers within the created courtyard adjacent to the building fronting onto Jefferson Street; and

WHEREAS, the area of encroachment along Jefferson Street will leave not less than 8 feet 4 inches of unobstructed 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 60 Lot 4, to construct a new front stoop, construct a raised planting bed, install a new decorative metal fence on the public right-of-way and install bluestone pavers within the created courtyard 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 County of Hudson and/or Hudson County Planning Board, when applicable, 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: Jefferson 407 LLC, owner in fee of Block 60 Lot 4, more commonly known as 407 Jefferson Street, Hoboken, NJ, represented by Dana Spaulding.

Signed: _____

Printed: _____,
Dana Spaulding representing Jefferson 407 LLC
Owner of 407 Jefferson Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

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

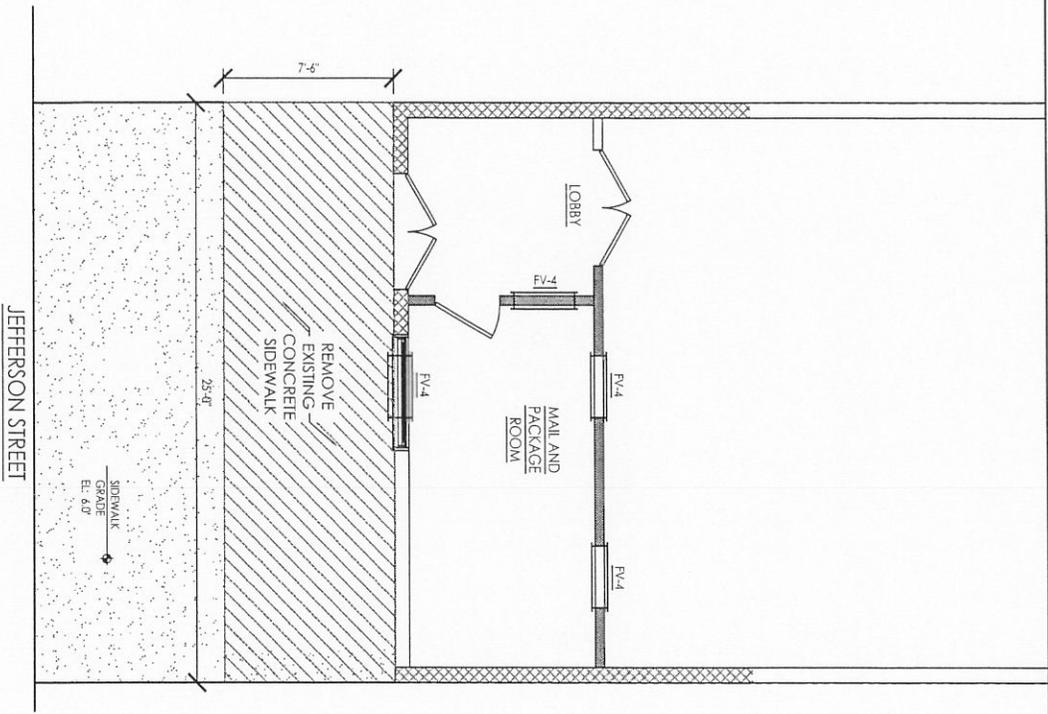
Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS

1

PUBLIC R.O.W. DEMOLITION PLAN

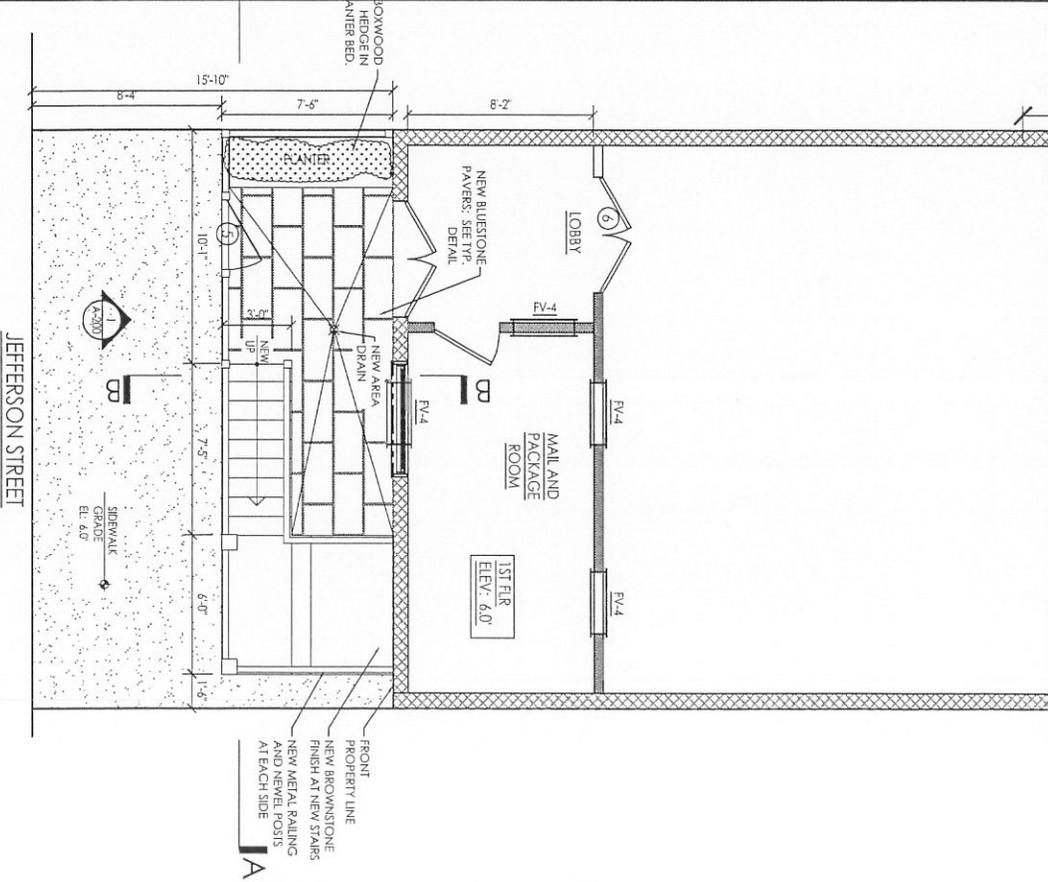
3/16" = 1'-0"



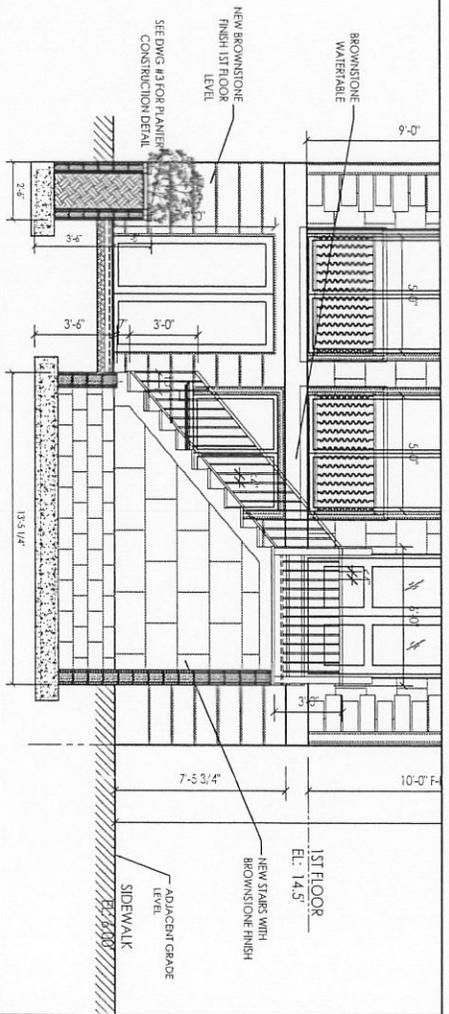
2

PUBLIC R.O.W. CONSTRUCTION PLAN

3/16" = 1'-0"

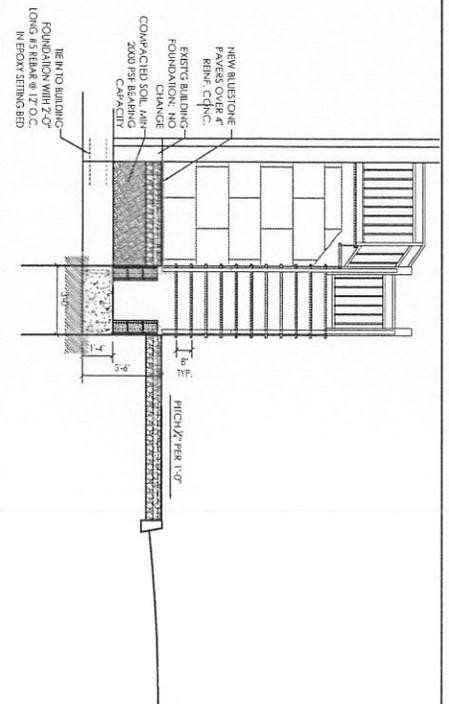


<p>SIGNATURE + SEAL</p>	<p>PREPARED BY: JENSEN C. VASIL ARCHITECT P.C. 205 12TH STREET HOBOKEN, NJ 07030 201 850 1055 (f) 201 221 7566 (f)</p>	<p>PROJECT NEW AREAWAY AND STAIRS IN PUBLIC R.O.W.</p>	<p>OWNER: 407 JEFFERSON LLC 1125 MAXWELL LANE, #304 HOBOKEN, NJ 07030</p>	<p>A-2</p>
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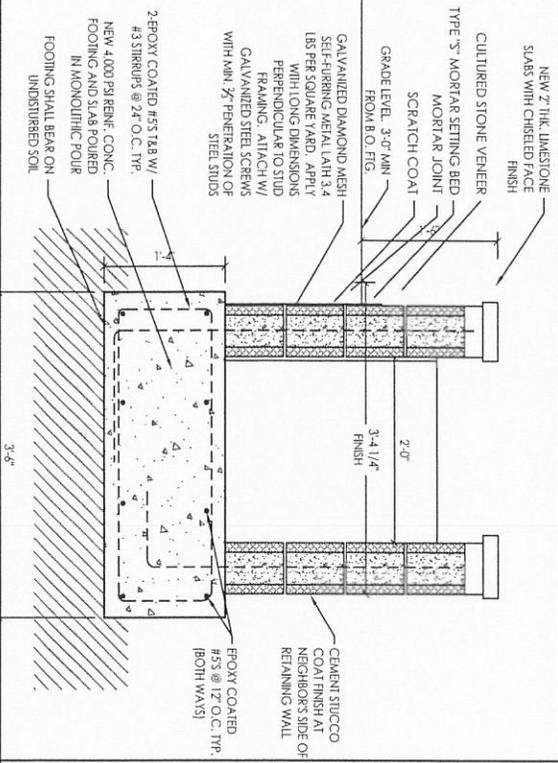
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3/16" = 1'-0"

AREAWAY SECTION A-A



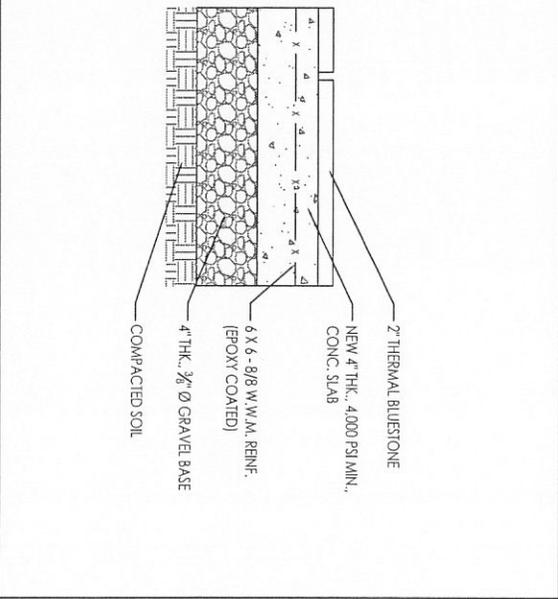
2
3/16" = 1'-0"

AREAWAY SECTION B-B



3
3/4" = 1'-0"

PLANTER DETAIL



4
1/4" = 1'-0"

TYP. PAVING DETAIL

PREPARED BY:
JENSEN C. VASIL ARCHITECT P.C.
 205 12TH STREET
 HOBOKEN, NJ 07030
 201 850 1055 (F)
 201 221 7566 (F)

PROJECT
NEW AREAWAY AND STAIRS IN PUBLIC R.O.W.

OWNER:
407 JEFFERSON LLC
 1125 MAXWELL LANE, #304
 HOBOKEN, NJ 07030

A-3



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

407 Jefferson Street

Block: 60

Lot(s): 4

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Applicant: (If applicant is an LLC, a Corporate Disclosure Statement must be filed as an attachment to this document.)

Jefferson 407 LLC, c/o Dana Spaulding

Owner (if other than Applicant):

Address:

1125 Maxwell Lane #304

Address:

Date Received:

Phone: 952-288-5856

Phone:

e-mail: dana.l.spaulding@gmail.com

e-mail:

- A. Does the proposed work increase an existing encroachment of the public right-of-way: Yes No
- B. The proposed right-of-way improvements are:
 1. Stand-alone (not associated with other work) 2. Part of a new construction project. 3. Part of a renovation project.
- C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):
- 1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).
 - 2. Photographs of the existing ROW condition.
 - 3. Architectural drawings including the following details:
 - a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
 - b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
 - c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.
 - 4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.
 - 5. Metes and bounds description of the proposed area of encroachment.
 - 6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

To comply with FEMA and Hoboken City flood regulations, the first floor of the building is at 14'-6" above sea level which substantially higher (8'-6") than the sidewalk grade. We propose to add a stair to access the first floor from the sidewalk as well as replace the existing concrete sidewalk with bluestone paving that slopes to an area drain. In addition, a built in concrete planter is proposed.

E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

The stair allows access to the building, providing limited benefit to the public. The public only benefits by having a newly constructed residential building on the lot rather than urban blight. The planter may serve to soften the surrounding hardscape.

Dana Spaulding
Applicant's signature

5/13/16
Date

P.L. CAULFIELD, JR.
N.J. LIC. NO. 16757
JOSEPH T. CAULFIELD
N.J. LIC. NO. 37578

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

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

JOB NO.

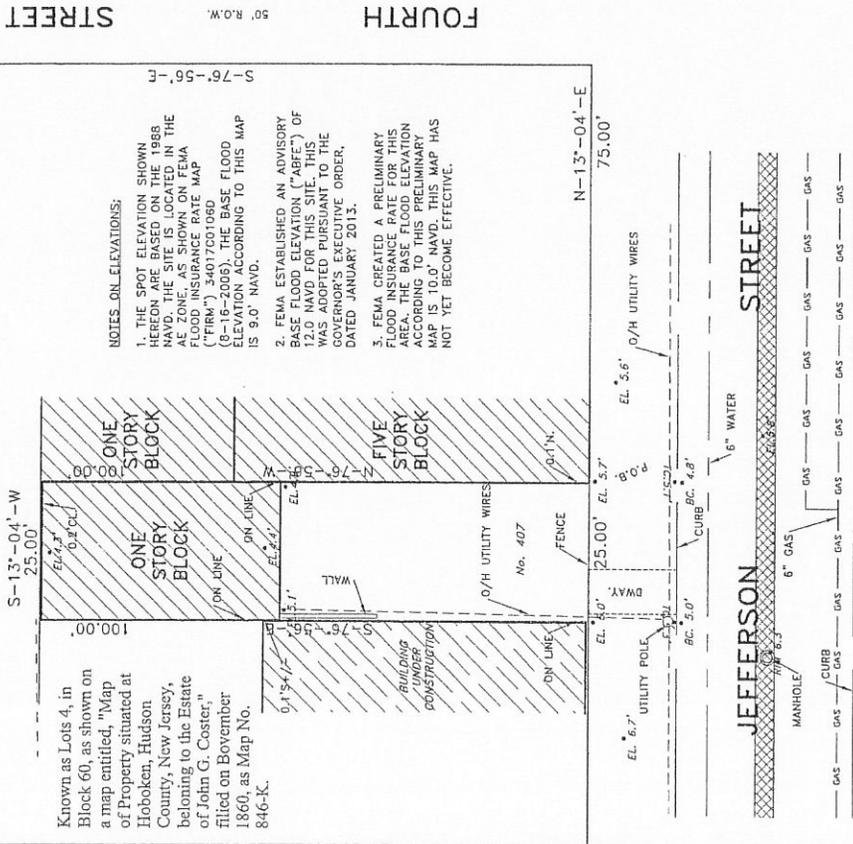
GENERAL NOTES:

ALL UTILITY LINES SHOWN HERE ON THIS PLOT WERE LOCATED PURSUANT TO MUNICIPAL RECORDS AND OBSERVABLE SURFACE CONDITIONS ONLY. THE EXACT LOCATION AND SIZE OF THESE LINES SHOULD BE CONFIRMED BY UTILITY PROVIDER.
THE AREA OF THE SITE IS 2,500.0 SQ. FT. (0.05 ACRES). THE SITE IS LOCATED IN A AE ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM).

Known as Lots 4, in Block 60, as shown on a map entitled, "Map of Property situated at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coester," filed on November 1860, as Map No. 846-K.

NOTES ON ELEVATIONS:

1. THE SPOT ELEVATION SHOWN HEREON ARE BASED ON THE 1988 NAVD. THE SITE IS LOCATED IN THE AE ZONE, AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP (FIRM) 340170070B (16-2005). THE BASE FLOOD ELEVATION (BFE) ACCORDING TO THIS MAP IS 9.0' NAVD.
2. FEMA ESTABLISHED AN ADVISORY BASE FLOOD ELEVATION ("ABFE") OF 12.0' NAVD FOR THIS SITE. THIS WAS ADOPTED PURSUANT TO THE GOVERNOR'S EXECUTIVE ORDER, DATED JANUARY 2013.
3. FEMA CREATED A PRELIMINARY FLOOD INSURANCE RATE FOR THIS AREA. THE BASE FLOOD ELEVATION ACCORDING TO THIS PRELIMINARY MAP IS 10.0' NAVD. THIS MAP HAS NOT YET BECOME EFFECTIVE.



SURVEY OF PROPERTY
407 JEFFERSON STREET
HOBOKEN, HUDSON CO., N.J.

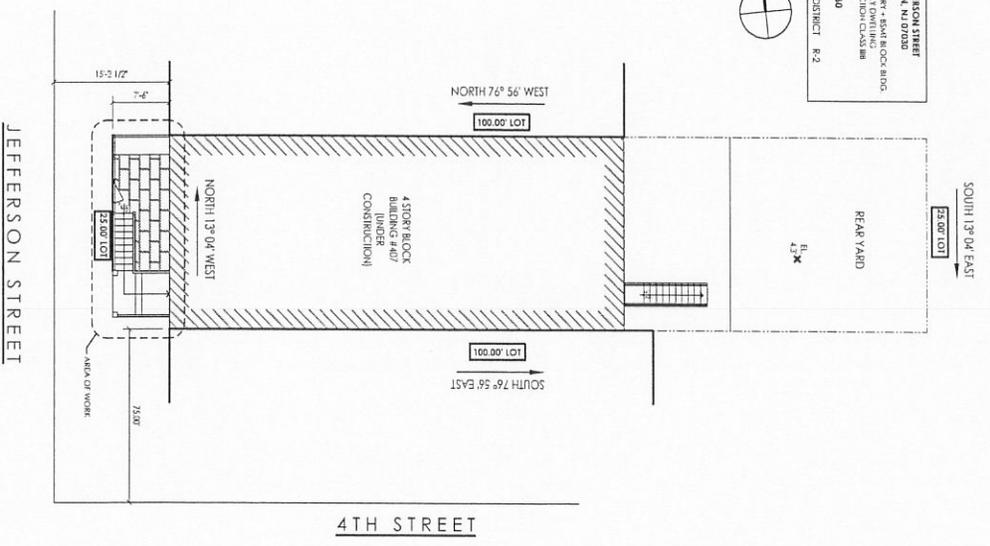
LOCATED AT

BLOCK 60
LOT 4
DATE .. OCTOBER 1, 2015
SCALE 1 INCH = 20 FEET

A written "Waiver and Direction Not to Set Corner Markers" has been obtained from the ultimate user pursuant to N.J.A.C. 15:27A, 15:27B, 15:27C, 15:27D, 15:27E, 15:27F, 15:27G, 15:27H, 15:27I, 15:27J, 15:27K, 15:27L, 15:27M, 15:27N, 15:27O, 15:27P, 15:27Q, 15:27R, 15:27S, 15:27T, 15:27U, 15:27V, 15:27W, 15:27X, 15:27Y, 15:27Z, 15:27AA, 15:27AB, 15:27AC, 15:27AD, 15:27AE, 15:27AF, 15:27AG, 15:27AH, 15:27AI, 15:27AJ, 15:27AK, 15:27AL, 15:27AM, 15:27AN, 15:27AO, 15:27AP, 15:27AQ, 15:27AR, 15:27AS, 15:27AT, 15:27AU, 15:27AV, 15:27AW, 15:27AX, 15:27AY, 15:27AZ, 15:27BA, 15:27BB, 15:27BC, 15:27BD, 15:27BE, 15:27BF, 15:27BG, 15:27BH, 15:27BI, 15:27BJ, 15:27BK, 15:27BL, 15:27BM, 15:27BN, 15:27BO, 15:27BP, 15:27BQ, 15:27BR, 15:27BS, 15:27BT, 15:27BU, 15:27BV, 15:27BW, 15:27BX, 15:27BY, 15:27BZ, 15:27CA, 15:27CB, 15:27CC, 15:27CD, 15:27CE, 15:27CF, 15:27CG, 15:27CH, 15:27CI, 15:27CJ, 15:27CK, 15:27CL, 15:27CM, 15:27CN, 15:27CO, 15:27CP, 15:27CQ, 15:27CR, 15:27CS, 15:27CT, 15:27CU, 15:27CV, 15:27CW, 15:27CX, 15:27CY, 15:27CZ, 15:27DA, 15:27DB, 15:27DC, 15:27DD, 15:27DE, 15:27DF, 15:27DG, 15:27DH, 15:27DI, 15:27DJ, 15:27DK, 15:27DL, 15:27DM, 15:27DN, 15:27DO, 15:27DP, 15:27DQ, 15:27DR, 15:27DS, 15:27DT, 15:27DU, 15:27DV, 15:27DW, 15:27DX, 15:27DY, 15:27DZ, 15:27EA, 15:27EB, 15:27EC, 15:27ED, 15:27EE, 15:27EF, 15:27EG, 15:27EH, 15:27EI, 15:27EJ, 15:27EK, 15:27EL, 15:27EM, 15:27EN, 15:27EO, 15:27EP, 15:27EQ, 15:27ER, 15:27ES, 15:27ET, 15:27EU, 15:27EV, 15:27EW, 15:27EX, 15:27EY, 15:27EZ, 15:27FA, 15:27FB, 15:27FC, 15:27FD, 15:27FE, 15:27FF, 15:27FG, 15:27FH, 15:27FI, 15:27FJ, 15:27FK, 15:27FL, 15:27FM, 15:27FN, 15:27FO, 15:27FP, 15:27FQ, 15:27FR, 15:27FS, 15:27FT, 15:27FU, 15:27FV, 15:27FW, 15:27FX, 15:27FY, 15:27FZ, 15:27GA, 15:27GB, 15:27GC, 15:27GD, 15:27GE, 15:27GF, 15:27GG, 15:27GH, 15:27GI, 15:27GJ, 15:27GK, 15:27GL, 15:27GM, 15:27GN, 15:27GO, 15:27GP, 15:27GQ, 15:27GR, 15:27GS, 15:27GT, 15:27GU, 15:27GV, 15:27GW, 15:27GX, 15:27GY, 15:27GZ, 15:27HA, 15:27HB, 15:27HC, 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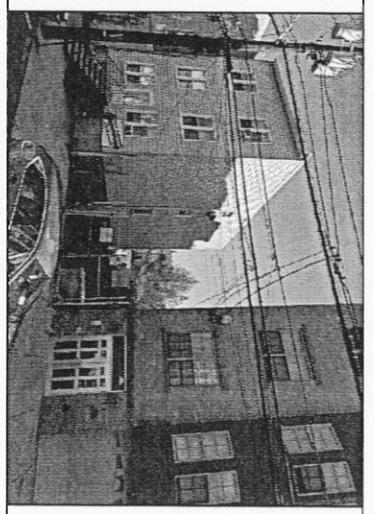
P.L. Caulfield, Jr.
P.L. CAULFIELD, JR.
PROF. LAND SURVEYOR
N.J. LIC. NO. 16757

407 JEFFERSON STREET
 HOBOKEN, NJ 07030
 REAR YARD - REAR BLOCK BLDG.
 ONE FLOOR TOWNHOMES
 CONSTRUCTION CLASS III
 BLOCK: 40
 LOT: 4
 ZONING DISTRICT: R-2



1

PROPOSED SITE PLAN
 N.T.S.



2

EXISTING PHOTO
 N.T.S.

AREA CALCULATIONS

TOTAL LAND OF PRIVATE PROPERTY: 0 SF
 TOTAL LAND ON CITY PROPERTY: 187.5 SF

METES AND BOUNDS DESCRIPTION OF CITY PROPERTY AFFECTED

BEGINNING AT A POINT ON THE EAST SIDE OF JEFFERSON STREET 75.00' FEET NORTH OF THE CORNER FROM THE INTERSECTION FORMED BY THE NORTHERLY LINE OF FOURTH STREET AND THE EASTERLY SIDE OF JEFFERSON STREET; THENCE
 1. 25.00' NORTH 13 DEGREES 04 MINUTES EAST; THENCE
 2. 7.5' NORTH 76 DEGREES 56 MINUTES WEST; THENCE
 3. 25.00' SOUTH 13 DEGREES 04 MINUTES WEST; THENCE
 4. 7.5' SOUTH 76 DEGREES 56 MINUTES WEST TO A POINT AND PLACE OF BEGINNING;
 TOTAL AREA OF 187.5 SQUARE FEET.

3

BUILDING INFORMATION
 N.T.S.

A-1

OWNER:
 407 JEFFERSON LLC
 1125 MAXWELL LANE, #304
 HOBOKEN, NJ 07030

PROJECT
 NEW AREAWAY AND STAIRS IN PUBLIC R.O.W.

PREPARED BY:
 JENSEN C. VASIL ARCHITECT P.C.
 205 12TH STREET
 HOBOKEN, NJ 07030
 201 850 1055 (t)
 201 221 7566 (f)

SIGNATURE + SEAL

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

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE
CITY OF HOBOKEN AND 1410 GRAND ADAMS, LLC, OWNER OF
BLOCK 121 LOTS 1-4, 23 AND 24 (a/k/a 1410 Grand Street and 1405-1411 Adams 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 1410 Grand Adams, LLC, owner of Block 121 Lots 1-4, 23 and 24, more commonly known as 1410 Grand Street and 1405-1411 Adams 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 1410 Grand Adams, LLC, owner of Block 121 Lots 1-4, 23 and 24, more commonly known as 1410 Grand Street and 1405-1411 Adams Street, shall be subject and limited to the details and specifications included in the attached Application, McCutcheon Associates, P.A. survey, McCutcheon Associates, P.A. metes and bounds details (2 pages), Marchetto Higgins Steive Architecture site plan drawings (3 pages) dated 05/24/2016 and color rendering of the proposed Adams Street / 14th Street building frontage (1 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: June 1, 2016

Approved:
[Signature]
Quentin Wiest
Business Administrator

Approved as to Form:
[Signature]
Alysia Proko
Acting Corporation Counsel

CITY CLERK

AT A MEETING HELD ON: [Signature]
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
A TRUE COPY OF A RESOLUTION ADOPTED BY
JUN 1 - 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 Jennifer Giattino	/			

LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this 1st day of June, 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 **1410 GRAND ADAMS, LLC**, owner of Block 121 Lots 1-4, 23 and 24, more commonly known as 1410 Grand Street and 1405-1411 Adams 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 Adams Street and 14th Streets 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 Adams Street and 14th Street façades of the building and extending 36 inches into the Adams Street and 14th Street right of way, installing planting beds on the Adams Street and 14th Street frontages, installing two (2) bicycle racks on the sidewalk fronting on Adams Street and two (2) bicycle racks on the sidewalk fronting on 14th Street; and

WHEREAS, the architectural canopies shall be affixed to the façade of the building 13 feet above sidewalk grade and shall not obstruct or otherwise impact pedestrian egress along the block frontage; and

WHEREAS, the sidewalk along the Adams Street frontage is approximately 16 feet wide and the sidewalk along the 14th Street frontage is approximately 13 feet wide allowing adequate space for the planting beds and bicycle parking while maintaining not less than 8 feet of unobstructed egress for pedestrians; 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 121 Lots 1-4, 23 and 24, to construct a 3 foot architectural canopy, 13 feet above sidewalk grade, measuring 43 feet 2 inches long affixed to the Adams Street façade and 92 feet 2 inches long affixed to the 14th Street façade of the building, to construct 3 foot wide planting beds next to the building in two locations, 15 feet 6 inches long and 17 feet 6 inches long, along the Adams Street frontage and one location, 12 feet long, along the 14th Street frontage, to install two (2) bicycle racks on the sidewalk fronting on Adams Street and two (2) bicycle racks on the sidewalk fronting on 14th 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: 1410 Grand Adams, LLC, owner in fee of Block 121 Lots 1-4, 23 and 24, more commonly known as 1410 Grand Street and 1405-1411 Adams Street, Hoboken, NJ, represented by Lawrence Bijou.

Signed: _____

Printed: _____,
Lawrence Bijou representing 1410 Grand Adams, LLC
Owner of 1410 Grand Street and 1405-1411 Adams 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



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:
 Block:
 Lot(s):

CITY OF HOBOKEN

Dawn Zimmer, Mayor
 94 Washington Street
 Hoboken, NJ 07030

Applicant: (If applicant is an LLC, a Corporate Disclosure Statement must be filed as an attachment to this document.)

Owner (if other than Applicant):

Address:

Address:

Phone:

Phone:

e-mail:

e-mail:

Date Received:

- A. Does the proposed work increase an existing encroachment of the public right-of-way: Yes No
- B. The proposed right-of-way improvements are:
1. Stand-alone (not associated with other work) 2. Part of a new construction project. 3. Part of a renovation project.

- C. The following document must be submitted for consideration (a written request to waive any of these must be submitted separately):
- 1. Property survey or site plan showing existing conditions, easements, deed restrictions and covenants (where applicable).
 - 2. Photographs of the existing ROW condition.
 - 3. Architectural drawings including the following details:
 - a. A scale depiction of the existing conditions (or pre-construction condition if construction has already commenced) showing clear, legible dimensions and all existing ROW appurtenances (i.e. street signs, telephone poles, hydrants).
 - b. A scale depiction of what is proposed by the applicant, including clear, legible dimensions of each encroaching element including, but not limited to, stoops, areaways, planting beds, window bays, canopies, bike racks, benches, etc.
 - c. The path of pedestrian egress must be clearly shown and legibly marked with width dimensions at widest and narrowest points.
 - 4. Architectural renderings of the proposed building and street frontage; new construction and substantial reconstruction projects only.
 - 5. Metes and bounds description of the proposed area of encroachment.
 - 6. Resolutions of prior approval from Planning Board, Zoning Board of Adjustment or Historic Preservation Commission (where applicable).

D. Provide a written description of the proposed right-of-way improvements including the purpose of the improvements, the materials to be used, what stormwater detention measures are to be incorporated, and/or any other such detail that will aid the City Council in making their decision.

Applicant is proposing bicycle racks along Adams Street along with a canopy along Adams Street frontage proposed to extend three (3'-0") feet from the building facade for a distance of 43'-2". Plantings are also proposed along the building frontage. Applicant is also proposing bicycle racks along Fourteenth Street* along with a canopy along the Fourteenth Street frontage proposed to extend three (3'-0") feet from the building for a distance of 92'-2". Plantings are also proposed along the building frontage.

All planting beds project three (3'-0") feet into the right-of-way.

*Fourteenth Street is under Hudson County jurisdiction.

E. Describe, in as much detail as possible, any public benefit that may be derived from the proposed improvements:

These improvements are proposed in accordance with a site plan approval granted by the City of Hoboken Zoning Board of Adjustment to permit construction of a six-story mixed-use building containing five stories of residential units (44 units) over a first floor containing parking (44 spaces) and commercial uses including a children's theater/studio space to be operated by Mile Square Theater. The project will provide bicycle parking and aesthetic benefits in terms of the building design which includes partial green roof and numerous other green elements and will be designed to LEED platinum standards.


 Applicant's signature

5/29/16
 Date



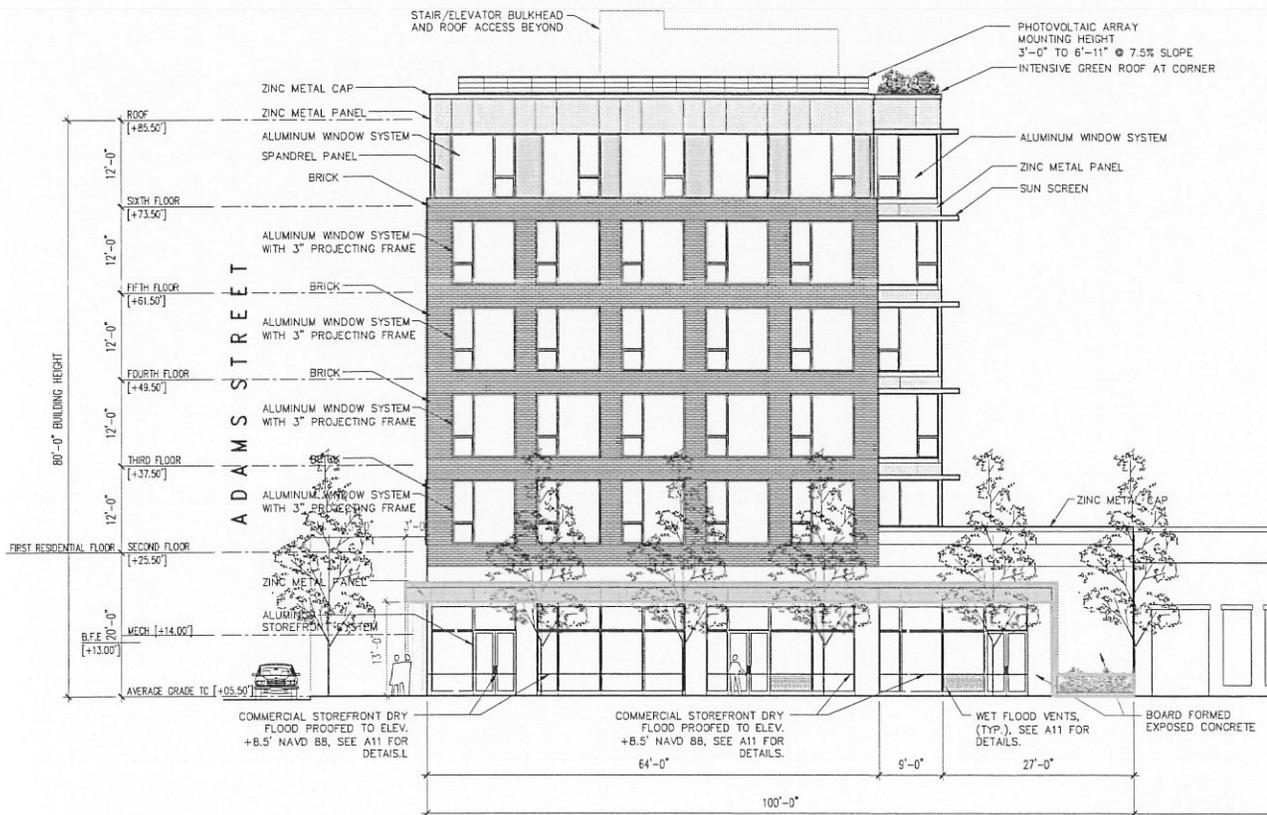
Bijou Properties, LLC
 Grand St. & Adams St., Hoboken, NJ

May 24, 2016

Scale: 1" = 20'

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Bijou Properties, LLC
 Grand St. & Adams St., Hoboken, NJ

Scale: 1" = 20'

May 24, 2016

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McCutcheon Associates, P.A.

700 Plaza Drive
Secaucus, N.J. 07094
201-864-9100

**Proposed Adams Street Easement
Metes and Bounds Description
Lots 1-4, 23 & 24 Block 121
City of Hoboken, Hudson County
New Jersey**

All that certain tract, lot and parcel of land lying and being in the City of Hoboken, County of Hudson, and State of New Jersey, being more particularly described as follows:

BEGINNING at a point of intersection formed by the northerly line of Fourteenth Street (100 ft. ROW) and the easterly line of Adams Street (65 ft. ROW); running thence

1. North 12 degrees 41 minutes 30 seconds East along said Adams Street, a distance of 100.00 feet; thence
2. North 77 degrees 18 minutes 30 seconds West, a distance of 3.00 feet; thence
3. South 12 degrees 41 minutes 30 seconds West; distance of 103.00 feet; thence
4. South 77 degrees 18 minutes 30 seconds East, a distance of 3.00 feet; thence
5. North 12 degrees 41 minutes 30 seconds East, a distance of 3.00 feet to the point and place of BEGINNING.

Containing 309.00 Sq. Ft.



McCutcheon Associates, P.A.

700 Plaza Drive
Secaucus, N.J. 07094
201-864-9100

**Proposed Bike Easement #1
Metes and Bounds Description
Lots 1-4, 23 & 24 Block 121
City of Hoboken, Hudson County
New Jersey**

All that certain tract, lot and parcel of land lying and being in the City of Hoboken, County of Hudson, and State of New Jersey, being more particularly described as follows:

Commencing at a point of intersection formed by the northerly line of Fourteenth Street (100 ft ROW) and the easterly line of Adams Street (65 ft ROW); running thence

- a. North 12 degrees 41 minutes 30 seconds East; distance of 21.14 feet; thence
 - b. North 77 degrees 18 minutes 30 seconds West, a distance of 11.83 feet to the point and place of BEGINNING; running thence
- 1 North 77 degrees 18 minutes 30 seconds West, a distance of 4.00 feet; thence
 - 2 North 12 degrees 41 minutes 30 seconds East, a distance of 22.00 feet; thence
 - 3 South 77 degrees 18 minutes 30 seconds East, a distance of 4.00 feet; thence
 - 4 South 12 degrees 41 minutes 30 seconds West, a distance of 22.00 feet to the point and place of BEGINNING.

Containing 88.00 Sq Ft



Grand / Adams
Hoboken, NJ

1410 Grand Adams LLC

May 19th, 2015

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**Marchetto
Higgins
Sliwa**
Architects
Planning
Interior Design



ADAMS STREET (65' WIDE)

SEE SHEET 2

FOURTEENTH STREET (VIADUCT ABOVE) (100' WIDE)

GRAND STREET (65' WIDE)

BLOCK 121 LOT 5

BLOCK 121 LOT 22

N77°18'30"W 3.00'
1 STORY GARAGE

BLOCK 121 LOT 4 (FM LOT 6)

BLOCK 121 LOT 23 (FM LOT 27)
2 STORY BUILDING

BLOCK 121 LOT 3 (FM LOT 5)

BLOCK 121 LOT 24 (FM LOT 28)

BLOCK 121 LOT 2 (FM LOT 4)

N77°18'30"W 100.00'
PARTY WALL AGREEMENT (CH. 3241, PG. 323)
MULTI-FAMILY RESIDENCE

P.O.B.
N 700122.34
E 621685.31

BLOCK 121 LOT 1 (FM LOT 3)

BLOCK 121 LOT 26

BLOCK 121 LOT 25

P.O.C.

S12°41'30"W 103.00'

N12°41'30"E 100.00'

S77°18'30"E 103.00'

N12°41'30"E 3.00'

S12°41'30"W 50.00'

REVISIONS		
NO.	DATE	DESCRIPTION

3-20-16
4-20-16
4-21-16
5-25-16
7-29-16

PROJECT	BIJOU PROPERTIES, LLC	DATE	3-20-16
CITY OF RECORD	1400-1411 ADAMS STREET 1/4 N GRAND STREET HARRIS COUNTY TEXAS 77002	FIELD DRAWN	3-20-16
TITLE	PROPOSED EASEMENTS	SCALE	1"=50'
	McCutcheon Associates, P.A. 700 FALL BAY SEABOARD, NEW RIVER BEACH (803) 884-9100	DRAWN BY	JW
	DONALD J. McCUTCHEON Lead Surveyor S.J. #1876	CHECKED BY	DM
		PROJECT	1400-1411
		FILED	2/25/16
		PROJECT No.	

SHEET 1 OF 2

RESOLUTION OF APPROVAL

**APPLICATION OF
1410 GRAND ADAMS LLC**

IN THE MATTER OF : ZONING BOARD OF ADJUSTMENT
1410 GRAND ADAMS LLC : CITY OF HOBOKEN
: APPLICATION NO: HOZ-15-8
: BLOCK 121, LOTS 1, 2, 3, 4, 23 & 24
: 1410 GRAND STREET AND 1405-1411
: ADAMS STREET

WHEREAS, 1410 Grand Adams LLC has requested Preliminary Major Site Plan Approval pursuant to N.J.S.A. 40:55D-48 and variances pursuant to N.J.S.A. 40:55D-70(d)(1), (d)(6) and (c)(2) to construct a new 6-story mixed use building , five-stories of residential units over a first story containing a commercial space at the corner of Adams Street and Fourteen Street and parking on the property located at Block 121, Lots 1, 2, 3, 4, 23 and 24, on the tax map of the City of Hoboken, being commonly known as 1410 Grand Street/1405-1411 Adams Street , Hoboken, New Jersey and said premises being in the I-1 Zone; and

WHEREAS, the Board held public hearings on said application on April 28, 2015 and June 9, 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 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 fact:

1. The Board found the application complete.
2. According to the application, the applicant requests Preliminary Major Site Plan approval as well as the following variances:
 - A. For a use variance to construct a mixed-use building containing residential and commercial

uses, whereas those uses are not permitted within the Zone.

The following list of variances does not technically apply as the use is not permitted. However, if a permitted use in a similar structure was built, the following additional variances would be required:

- B. For height variance for 6 stories, whereas 4 stories is the maximum permitted.
- C. For 100% lot coverage (ground floor) and 72% (for upper floors), whereas 75% is the maximum permitted.
- D. For front yard setback of 0 feet, whereas 10 feet are required.
- E. For side yard setbacks of 0 feet, whereas 10 feet are required.
- F. For a rear yard setback of 0 feet, whereas 20 feet is required. The site is a through lot with frontage on both Adams Street and Grand Street having no rear yard.
- G. For roof coverage of 78%, whereas 50% is the maximum permitted.
- H. For parking stall size of 8.25 x 17.75, whereas 8.5 x 18 feet is required.

Pre-existing Conditions:

- I. For lot area of 15,000 square feet, whereas 20,000 square feet are required.
- J. For lot width of 100 feet (14th Street and Adams Street) and 50 feet along Grand Street, whereas 200 feet is required.

3. Based upon the comments of the applicant's Attorney, Meryl Gonchar, Esquire, the Board heard the following:

- A. The property comprises 15,000 square feet and has frontage on Adams, Grand and 14th Street.

- B. The applicant is seeking approval for 1,950 square feet of retail commercial space on the first floor, 1,200 square feet of theatre space, and parking to accommodate 44 parking spaces.
 - C. The upper five floors will contain forty-four (44) residential units.
 - D. The project will be developed to LEED platinum standards and will include a number of green and other sustainable features.
 - E. In addition to the (d)(1) variance for use, the applicant is also seeking a (d)(6) variance with respect to the number of proposed stories.
4. Based upon the sworn testimony of Larry Bijou, a member of the LLC, the Board made the following findings of fact:
- A. Mr. Bijou stated that they only build LEED certified buildings. The proposed building will be platinum LEED certified.
 - B. A chart of the LEED certification points was prepared as part of the application.
5. Based upon the sworn testimony of the applicant's Construction Director employed by Bijou Properties, Matthew Testa, the Board made the following findings of facts:
- A. Mr. Testa presented to the Board a slide presentation of a map of Hoboken showing sustainable developments. He offered into evidence a paper version.
 - B. The applicant's site is situated between two (2) new residential towers and a newly refurbished park.
 - C. The applicant proposes to develop a high performance multi-family mixed-use building that will mitigate urban environmental problems; such as too many automobiles, water main rupturing, and flooding due to lack of drainage accentuated by impervious land coverage.

- D. The site will be 100% impervious.
- E. Each of the development's rooftops is designed to have extensive green roof coverage areas.
- F. The building will incorporate a rain harvest system that will provide storm water runoff containment while simultaneously storing water for irrigation.
- G. All shower heads, toilets and faucets in the building will be water efficient - low flow plumbing fixtures.
- H. A rain garden will be constructed at grade to hold additional storm water runoff.
- I. The applicant will provide filtered fresh air in the building.
- J. The south tower roof design integrates a 40 kilowatt solar array that will reduce this building's impact on the power grid.
- K. The on-site renewable energy system will serve as a distribution generator and will maintain the power supply to critical building systems and common areas during blackouts.
- L. High efficiency water heating equipment will be coupled with a solar thermal collector for optimal energy savings.
- M. All common areas will be networked with intelligent lighting controls to provide the right amount of light where and when it is needed to satisfy building codes while complying with energy conservation goals.
- N. LED lamps will be used throughout all common areas.
- O. Two methods of modular construction techniques will be used including pod bathrooms and prefabricated wall panels.

- P. The site was selected in part due to its proximity to the bus, light rail and ferry transportation systems.
- Q. A live display of all transportation options with real time departure information will be located in the lobby to promote the use of public transportation.
- R. The applicant will provide space for bicycle storage and a bicycle repair station.
- S. The parking garage will have forty-four (44) available parking spaces for tenants, retail employees, and visitors.
- T. Electrical vehicle charging stations will be available.
- U. Any paints, coatings, primers or glue used during the construction process will contain low-level or zero volatile organic compounds.
- V. The project will be built to achieve some of the highest ECO labels in the industry, including LEED platinum and Energy Star rating.
- W. All areas below the advisory base flood elevation will be constructed with sealed cast in place concrete shear walls and sealed concrete masonry unit partitions.
- X. Flood vents will be installed.
- Y. All utility entrance rooms and garage storage rooms will be elevated above the ABFE plus freeboard requirements.
- Z. The retail space will be dry flood proofed.
- AA. The solar array panels will be equipped with invertors that will transfer power to the safety equipment during a blackout.
- BB. Natural gas water heaters will be designed with a power backup which will work during blackouts.

6. Based upon the sworn testimony of Zabrina Stoffel, Board President of the Mile Square Theatre, the Board made the following findings of fact:
 - A. As part of the children's theatre education program, the Mile Square Theatre will occupy and work out of the proposed theatre space on the first floor.
 - B. Mile Square Theatre is currently using space in a building called the "Edge" on 14th and Clinton Streets and will continue to use that space.
 - C. The Mile Square Theatre, in addition to the space at the Edge, is planning to use the applicant's first floor leased space for their largest class as well as some outdoor programming in the public space under the 14th Street viaduct.
 - D. The classes typically run from 3:00 p.m. to 8:00 p.m. Monday through Friday and other non-profits may use the theater's space when the theatre is not.
 - E. The applicant has agreed to provide the space rent free for 15 years since the theatre company is a non-profit and feels that the theatre company is an asset to the community.
 - F. Ms. Stoffel opined that it is very beneficial for the community to have an organization such as the Mile Square Theatre and therefore supports the application.
7. Leah Healy of 806 Park Avenue asked if there was a written agreement with Bijou Properties. She was informed there is a written agreement and that a copy would be (and was provided) to the Board.
8. Based upon the sworn and qualified testimony of the applicant's Architect, Dean Marchetto, AIA, the Board made the following findings of fact:
 - A. On the ground floor, in addition to the proposed Mile Square Theatre there will be commercial space.

- B. The applicant will provide new sidewalks; new lighting poles and trees will be planted in accordance with the plan.
- C. The viaduct is located behind the proposed residential buildings.
- D. One of the buildings will be reserved for artist lofts.
- E. There are engineering offices, an architectural firm and restaurants underneath the viaduct. There is a cinema across the street from the site.
- F. Mr. Marchetto opined that the County has done a nice job restoring the viaduct and has created a nicely landscaped area. With the addition of the retail stores and the children's theatre opposite the Bowtie Cinema, this area will take on a special life.
- G. On the corner of Grand and 14th Street are new residential buildings. The applicant's building will be right between them.
- H. On the right is an existing restaurant and to the left is a six or seven-story building under construction.
- I. Looking south on Grand Street is a loft building where on the fifth floor Bijou Properties has its offices and the Pilsner House is located on the ground floor.
- J. Above the parking level and the retail level is an open deck which will be used by the residents of the building.
- K. There will be a fitness space and amenity space that opens up to the deck.
- L. Because there are two separate buildings above the ground floor - there are double the elevators, stairways, and circulation cores which keep with the consistency of the pattern in the industrial district. The design will allow light and air through the center of the block.

- M. The building fronts on two streets, Grand and Adams. On the Grand Street side there is a lobby, the elevator, stairways and a mechanical space elevated above the BFE plus freeboard.
 - N. The garage will incorporate a two-story stacking system called the "Klaus system". The system will operate via a card or key fob that each of the tenants will have.
 - O. The entrance to the garage is on Adams Street. The initial curb cut on Grand Street will be eliminated.
 - P. The retail space is located on the corner of the building and the children's theater space is mid-block.
 - Q. The second floor will consist of two residential units on the Grand Street wing, an elevator and two stairs for fire safety.
 - R. The façade will be made up of zinc metal trim and brick.
9. The Board made a motion to carry the application to May 19, 2015. This application was not heard on May 19, 2015 and was then carried to June 9, 2015.

Meeting of June 9, 2015:

10. Based upon the sworn testimony of Pedro Fernandez, a representative of Klaus Multiparking Systems, the manufacturer and provider of the automated parking system, the Board made the following finding of facts:
- A. The applicant will be installing a double level parking system where all the cars are independently accessible.
 - B. Upper level cars can move up and down and the lower level cars can move right and left only one space to allow the cars on the upper level to move down.

- C. The parking system is user-friendly; any tenant will be able to park their own car. A valet will not be necessary.
- D. The gates are opened manually and the rails are mounted on the top to alleviate any tripping hazard.
- E. The gates are lightweight and are very quiet when moved.
- F. The system will not operate unless the gate is closed.
- G. The upper system is not motorized. A hydraulic cylinder located on the back wall will raise the platform up which will be synchronized using a chain.
- H. The lower system does have an electric motor that will move the platform left and right; but during a power outage, the panels can be moved manually.
- I. The mechanics of the system was discussed. Mr. Fernandez explained how this is an efficient system and it will not cause a backup on the street for people waiting to get their cars in the lot. He also stated that there are several entry points that will also aid in preventing street backups.

11. Based upon the sworn testimony of the applicant's Construction Director employed by Bijou Properties, Matthew Testa, the Board made the following findings of facts:

- A. The Board was concerned that the electric motors were not going to be installed above the base flood elevation. In the event of a flood, Mr. Testa stated that the electric motors will be replaced within 48 to 72 hours. The Board questioned whether the New Jersey Department of Environment Protection will permit any mechanicals below the design flood elevation.
- B. The Board was also concerned with the location of the access panel. A condition of this approval is

that the applicant will design a system that will be approved by the DEP.

12. Based upon the sworn and qualified testimony of the applicant's Architect, Dean Marchetto, AIA, the Board made the following findings of fact:

- A. The amended plan showing the location of the mezzanine level and the location of bicycle storage and a hard copy of the PowerPoint presentation that was presented at the previous Zoning Board meeting was submitted to the Board.
- B. The amended plan shows the mezzanine will be located above the ground level. At the ground level are the lobby, a bike storage area, and an entry to the elevator.
- C. The ground level retail space will also consist of a children's theatre.
- D. The ground floor of this building is constructed of reinforced concrete which will be done in a concrete finish, with brick and metal paneling up above the black windows. Gray mortar will be used between the brick to make the façade look historic.
- E. The metal that will be used at the top is made of pure zinc. It has a 90-year life and requires no maintenance and is compatible with the standard brick and gray mortar.
- F. The concrete base is made from a formed concrete that has a pattern on it.
- G. The windows are black.
- H. The lighting fixtures are up and down can type wall sconces located on the exterior façade of the building. The lighting illuminates half of the sidewalk area. With the existing street lighting, Mr. Marchetto opined that there will be adequate lighting.

13. Based upon the sworn and qualified testimony of the applicant's Professional Engineer, Leonard D. Savino, P.E., the Board made the following findings of fact:
- A. The site is 0.34 acres and is bound by Adams Street to the west, Grand Street to the east, 14th Street Viaduct and a multi-family building to the south, and a vacant lot to the north.
 - B. The existing site consists of six (6) lots which currently include an existing two-story building fronting on Grand Street, a one-story garage fronting on Adams Street, and the remainder of the site is asphalt paving.
 - C. The site is mostly flat with grades of about one to two percent from the center of elevation 5.6 to Grand Street and toward Adams Street.
 - D. The storm water will be collected on the roof and will be conveyed to Grand Street into the City sewer, along with sanitary sewer. There is adequate capacity.
 - E. The applicant is proposing a green roof and a rooftop garden. A 5,000 gallon rain water harvesting tank to irrigate the rooftop garden will be installed.
 - F. The applicant is also proposing rain gardens in the area at grade around the perimeter of the building.
 - G. The applicant will connect an eight-inch line on Grand Street, a two-inch domestic, and a four-inch fire line off of Grand. Mr. Savino opined that there is adequate water service capacity.
 - H. The applicant will provide will-serve letters for the telecommunications and gas utilities serviced in the street.
 - I. The applicant will provide an approval letter from North Hudson when they receive one.

14. Based on the sworn and qualified testimony of the applicant's Traffic Expert, Gary Dean, the Board made the following findings of fact:

- A. A traffic impact assessment report was submitted to the Board dated March 6, 2015.
- B. The traffic study outlines traffic counts and activity on the streets surrounding the site.
- C. Relative to the requested use variance, it also includes a comparison of what would otherwise be expected to be developed within the industrial zone by a permitted use.
- D. The traffic counts included the entire two-block perimeter of the site; which was at Adams and 15th Streets, Adams and 13th Streets, 15th Street and Grand, and Grand and 13th Street.
- E. The alley that runs between Adams and Grand in a westbound direction is not regularly used by traffic. It appears to be more of an emergency access, police, and a recirculation connector.
- F. The traffic counts show light activity on both of the north-south running streets. Grand Street carries a little more traffic in the southbound direction. There were about 100 vehicles per hour on Grand Street and about 35 vehicles on Adams Street. Fifteenth and 13th Streets are the busier streets.
- G. Mr. Dean opined that the car traffic for the 44 apartments would be low.
- H. At the highest peak hour, the total traffic associated with the apartment use would be that of the 11 primary parking space users.
- I. The majority of traffic associated for this type of use would be for traffic originating from within the neighborhood.
- J. A car count for the retail in either peak hour would be 40 vehicle movements; basically 22 in and 18 out.

- K. In contrast to what would be a permitted use, such as an office, the traffic generation would range between roughly 30 and 114 trips per hour.
 - L. Mr. Dean also stated that the majority of the traffic associated with industrial use would consist of heavy trucks and box trucks; possibly 15 to 20 per day or one to two per hour.
 - M. The applicant will be providing forty-four (44) parking spaces which are all accessible from Adams Street.
 - N. A comparison between the proposed 44 residential uses and a small amount of retail with permitted uses in the I-1 Zone show that the proposed use would have a lesser traffic impact than a permitted use.
 - O. The comparison looked at potential trip generation of 114 vehicles if this was developed as a Class A office space of approximately 32,000 square feet.
15. Based on the sworn and qualified testimony of the applicant's Professional Planner, Edward Kolling, P.P., the Board made the following findings of fact:
- A. The surrounding area has been going through a transition into mixed-use, residential and primarily commercial districts.
 - B. Immediately next door is a building very similar to what is being proposed; a six-story building with some ground floor commercial space.
 - C. Another lot down from this site is a very similar building that is being constructed to the same height and scale.
 - D. The Biergarten, a mixed-use office and commercial building are located at the corner of 15th Street.
 - E. Across the street is another residential building that is six-stories in height that goes through to Clinton Street.

- F. There is an architect's office on 14th Street and other residential uses.
- G. To the south is the viaduct which is being developed into a park that is nearly constructed.
- H. The nearby park will have recreation areas, basketball courts and activity areas.
- I. Beyond the park is the northwest development area that has a theatre and a commercial strip mall. Most of the residential buildings are built to the same scale as the proposed building.
- J. The area is an emerging mixed-use area.
- K. The proposed height in feet is permitted if this was a permitted use. The number of stories permitted is four stories and the applicant is proposing six stories. However, six story buildings are consistent with the area.
- L. The lot is an existing irregular L-shaped lot. The existing lot area and width are not compliant.
- M. The roof coverage variance is the result of adding a green roof and a rooftop deck. Mr. Kolling opined that providing the outdoor recreational space that would be used by the residents promote a family-friendly environment and is consistent with recommendations in the Master Plan.
- N. Mr. Kolling stated that the site is well suited for the proposed use.
- O. The buildings on either side of the proposed building are almost identical in scale and height. Mr. Kolling opined that the proposed building will fit in nicely with the character of the developed area and putting an industrial use between the buildings and immediately adjacent to the viaduct park would be inappropriate, and the proposed use is consistent with development in the area.

- P. The lot is an undersized lot in terms of industrial use, an indicator that the lot is more suited for the proposed use.
- Q. Residential floor to ceiling heights are less than industrial floor to ceiling heights so six stories can fit within the 80 feet permitted height without any substantial detriment; therefore, Mr. Kolling opined that the site can accommodate the additional stories without any detriment.
- R. The site does have unique characteristics because of the proximity to the proposed adjacent park that also makes it well suited for the proposed family-friendly use recommended by the Master Plan.
- S. The project is consistent with the density and is actually slightly less than that found in the northwest development areas and in buildings that were recently developed.
16. The Board found that this location is exactly the right place for and particularly suited to a residential mixed use rather than an industrial use because of the cobblestone streets, the pedestrian areas, the proposed park, the surrounding comparable and compatible uses, and the limitation of the lot size to make an effective industrial use.
17. The Board determined that if a permitted use such as an industrial or office use was to go on this site, it would have a negative impact on the residential units that have been built next door and would eventually bring a lot more traffic into the area.
18. The Board was particularly pleased with the Lease Agreement with regard to the children's theatre as a not-for-profit and found this to be a positive use of the commercial ground space.
19. The Board liked the mixture of residential units comprising of a studio unit to 3-bedroom units. The Board found that the number of 1-bedroom units will attract a lot of people who will add to the vibrancy of the night life in the area and who will support the theatre, the Pilsner House, and the new proposed restaurant going in down the block.

20. The Board finds that the building will be aesthetically pleasing and compatible with the emerging character of the neighborhood.
21. The Board determined that the building is consistent with the surrounding buildings in the neighborhood with respect to the height and the site can accommodate the additional stories which do not exceed the permitted height in feet.
22. There are no substantial negative impacts arising from this proposal and will not impinge on the light, air, or privacy of the surrounding property owners.
23. The benefits of this proposal outweigh its detriments.

CONCLUSIONS OF LAW:

WHEREAS, the Board determined that the applicant's Preliminary Major Site Plan pursuant to N.J.S.A. 40:55D-48 was found to be sufficient as to style and design and the Board approved the applicant's request to approve the plan; and

WHEREAS, the Board, after careful deliberation, found that this application has met the requirements of N.J.S.A. 40:55D-70(d)(1) because the Board determined that a residential building is more consistent with the emerging development of the area and the site is more suited for this type of use 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 (m) "To encourage coordination of the various public and private procedures and activities shaping land development with a view of lessening the cost of such development and to the more efficient use of land;" and

WHEREAS, the Board, after careful deliberation, found that while no standards exist for this use, this application had the use been permitted, would have met the requirements of N.J.S.A. 40:55D-70 (c)(2) and (d)(6) because the Board found that the proposal is aesthetically pleasing and compatible with the neighborhood and the will fit in nicely with the surrounding buildings 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 arrangement;" 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 9th day of June, 2015, upon a motion made by Antonio Grana and seconded by Owen McAnuff that the application of 1410 Grand Adams 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 April 28, 2015 and June 9, 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 is to comply with the following outside agency approvals:
 - a. DEP approval
 - b. Telecommunication Company

- c. Gas Company
- d. North Hudson Sewer

8. The applicant is to obtain permission from the City Council to encroach into the City's right-of-way.
9. The Board Engineer and Planner are to submit a memo to be attached as Exhibit "A" to the Resolution identifying all unmet comments or technical commitments made during the hearing.
10. The applicant shall provide all bonds required by the City's Ordinance and/or Municipal Land Use Law for all work performed within the City's right-of-way. The Board Engineer is to inspect all bonded items, if any.
11. The applicant's plan must comply with the Hoboken Flood Plain Ordinance and the plan is to be submitted to the Flood Plan Coordinator for her review and approval.
12. The building is to qualify for platinum LEED approval.
13. This approval is subject to the attached theatre agreement, which was executed including a 15 year extension, for a total of 30 years and submitted to the Board. A copy will be delivered to the Zoning Officer prior to the issuance of the first Certificate of Occupancy. The Board found the theatre to be a significant component of this approval, and the applicant is to record a Deed Restriction designating that the theatre will be used as a non-profit cultural space. The Deed Restriction is to be viewed and approved by the Board's Attorney prior to recording; and it must be recorded prior to the issuance of a Certificate of Occupancy.
14. The parking garage is to be automated as described to the Board at the June 9, 2015 meeting. However, the Board noted that the garage electrical equipment appears to be located below flood elevation and will require specialized equipment and/or DEP approval, both of which must be provided at the time of final approval.
15. All of the building's parking spaces are to be assigned to the residents.
16. The applicant must construct the building with the materials shown to the Board by Mr. Marchetto at the June 9, 2015 meeting.

17. The applicant will comply with the Board's Engineer's letter dated November 17, 2014, as revised March 17, 2015.
18. The applicant must supply affordable housing within the building as required by the Ordinance. The affordable housing plan is to be provided to the City's Affordable housing expert for her review and approval. Further, the affordable housing will be rented in accordance with the Ordinance and under the direction of the City. (1-studio/1-bedroom dwelling unit, two 2-bedroom dwelling units, and one 3-bedroom dwelling unit).
19. The conditions of preliminary approval shall attach to final approval unless satisfied.
20. 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 30 days from the date of memorialization.

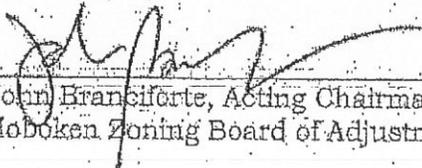
VOTE ON ROLL CALL:

IN FAVOR: Philip Cohen; Antonio Grana; John Branciforte; Owen McAnuff; Frank DeGrim

OPPOSED: Diane Fitzmyer Murphy; Tiffanie Fisher

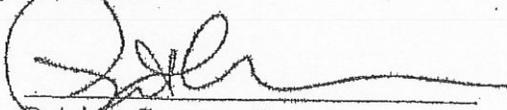
RECUSED: James Aibel; Elliot Greene

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.


John Branciforte, Acting Chairman
Hoboken Zoning Board of Adjustment

CERTIFICATION

It is hereby certified the attached is a true copy of the Resolution approved June 9, 2015 and duly adopted as to form by the Zoning Board at its regular meeting on July 28, 2015.



Patricia Carcone, Secretary
Hoboken Zoning Board of Adjustment

Introduced by:

Seconded by:

[Handwritten signatures]

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**AUTHORIZATION FOR THE CITY OF HOBOKEN TO ENTER INTO A PARTNERSHIP
WITH STEVENS INSTITUTE OF TECHNOLOGY BASED ON THE ATTACHED
AGREEMENT WITH STEVENS FOR GREEN INFRASTRUCTURE MONITORING TO
MONITORING WATER QUANTITY GOING INTO THE CISTERNS AND RAIN
GARDENS AROUND CITY HALL**

WHEREAS, that the City Council of the City of Hoboken (the "City") approved a partnership with Stevens Institute of Technology ("Stevens") based on the attached proposal from Stevens for green infrastructure monitoring for monitoring water quantity going into the cisterns and rain gardens around City Hall via a March 16, 2016 resolution, and the City and Stevens now wish to finalize and execute a full written agreement regarding same, which is attached hereto; and

WHEREAS, the City's costs associated with this partnership and project amount to \$11,000.00 per the Stevens proposal authorized on March 16, 2016, under the terms and conditions defined in the fully written agreement of the parties, attached hereto; and,

WHEREAS, certification of funds was previously authorized by the March 16, 2016 resolution regarding this project.

NOW THEREFORE BE IT RESOLVED, that the Mayor is hereby authorized to execute the attached agreement, and the City's Administration and Corporation Counsel are directed to take any and all action necessary to effectuate the terms of the Agreement.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to all parties in the administration of this action and this resolution shall take effect immediately.

Meeting date: June 1, 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: JULY 1 - 2016

James J. Savino

CITY CLERK

THE TRUSTEES OF THE STEVENS INSTITUTE OF TECHNOLOGY
CORPORATE SPONSORED RESEARCH AGREEMENT

This is a **RESEARCH AGREEMENT** effective June 1, 2016, by and between The Trustees of the Stevens Institute of Technology, a non-profit corporation organized and existing under the laws of the State of New Jersey (the "University") and the City of Hoboken, a Municipality, having its principal offices in Hoboken, New Jersey (the "Sponsor").

WITNESSETH:

WHEREAS, in pursuit of its educational purposes, which include research and training, the University undertakes scholarly, research, and experimental activities in a variety of academic disciplines; and

WHEREAS, the Sponsor wishes to fund and desires that the University undertake a research program in the field of stormwater runoff, as described more fully in Exhibit A, attached hereto; and

WHEREAS, in furtherance of its scholarly, research, and instructional interests, the University is willing to undertake such research upon the terms and conditions set forth below;

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

1. Scope of Research. During the term of this Agreement, the University shall use reasonable efforts to perform the research program described in Exhibit A, attached hereto and which hereby is incorporated herein (the "Research"). Notwithstanding the foregoing, the University makes no warranties or representations regarding its ability to achieve, nor shall it be bound hereby to accomplish, any particular research objective or results.

2. Personnel.

(a) The Research shall be performed by and under the supervision and direction of Dr. Elizabeth Fassman - Beck, while employed by the University, who shall be designated the principal investigator, together with such additional personnel as may be assigned by the University. The University shall give Sponsor written notice of any change in its Principal Investigator, subject to Sponsor's approval, which shall not unreasonably be withheld. If the parties cannot agree on a successor, either party may terminate this Agreement in accordance with the terms of Section 10.

(b) It is understood that the University and the personnel performing the Research hereunder may be involved in other activities and projects which entail pre-existing commitments to other sponsors. The University will use reasonable efforts to avoid conflicts with the terms of this Agreement; however, it is agreed that unless provided to the contrary herein, this Agreement is subject to the University's pre-existing commitments to such other sponsors. However, it is further understood that any pre-existing commitment may alter the schedule of the herein defined project but shall not reduce the overall scope and/or personnel requirements of the project.

3. University Policies and Procedures. (a) All Research conducted hereunder shall be performed in accordance with established University policies and procedures, including, but not limited to, policies and procedures applicable to research involving human subjects, laboratory animals, and conflicts of interest.

(b) Nothing in this Agreement shall be construed to limit the freedom of the University or of its researchers who are not participants under this Agreement, from engaging in similar research made under other grants, contracts or agreements with parties other than the Sponsor.

4. Fixed Price.

(a) The Sponsor shall pay the University in the amounts and according to the schedule set forth in the budget set forth as Exhibit B attached hereto and which hereby is

incorporated herein; provided, however, that the University may submit to Sponsor at any time, and Sponsor may at its discretion approve in writing, a revised budget or budgets requesting additional funds. In the event that the Sponsor requests any modification to the Research, the parties will negotiate to consider such modification and the resulting modifications to the budget. The University shall have the authority to rebudget Costs from time to time, at the discretion of the Principal Investigator, as long as the rebudgeting is consistent with the goals of the Research Program.

(b) The Sponsor shall make advance payments to the University as set forth in Exhibit B. All checks shall be made payable to The Trustees of the Stevens Institute of Technology, shall include reference to the Principal Investigator, and shall be sent to:

Office of Sponsored Accounting

Office of Finance

The Trustees of the Stevens Institute of Technology
One Castle Point on Hudson, Howe Center, 11th Floor
Hoboken, New Jersey 07030

(c) The University is a nonprofit 501(c) (3) corporation. Sponsor is a tax exempt government agency. As such, both Parties agree that if this Agreement is subject to taxation by any governmental authority, the party to whom the taxation is assessed by said governmental authority will pay these taxes in full and the other Party shall have no liability for the payment of these taxes.

5. Research Reports. The University shall furnish a final report setting forth the significant research findings which shall be prepared by the University and submitted to Sponsor within a reasonable period, but not more than ninety (90) days, following the expiration of the term of this Agreement or the effective date of early termination.

6. Publication.

(a) Part of the University's mission is to publish and disseminate research results developed under sponsored research projects. Consistent with this Agreement, the University, its principal investigator and other University employees and/or students may disseminate or publish the results of the Research without prior approval by the Sponsor. The University shall provide the Sponsor with a copy of any proposed publication 30 days in advance of submission to third parties. The Sponsor shall determine whether any of its Confidential Information is included in the proposed publication. The Sponsor may reasonably require that any of its Confidential Information be removed from the proposed publication. The Sponsor may reasonably require that publication be delayed to permit the filing of patent applications. The Sponsor shall make such determinations within thirty (30) days of receipt of the proposed publication. Publication shall not be delayed more than ninety (90) days after receipt of the proposed publication by the Sponsor. The Sponsor at its election shall be entitled to receive an acknowledgment of its sponsorship of the Research in any such publication.

(b) The University shall have the final authority to determine the scope and content of any publications or presentations made by its students and employees in accordance with the limitations of this section.

7. Intellectual Property.

(a) **Ownership of Technology.** The University owns the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all technology developed using University facilities and by University personnel ("University Technology") under this Agreement. Sponsor owns all interests, including all patents, copyrights, and other intellectual property rights, in and to all technology developed using Sponsor facilities and by Sponsor personnel ("Sponsor Technology"). Technology that is jointly developed by University and Sponsor personnel will be jointly owned ("Joint Technology") and the parties will not commercialize any such Joint Technology without first entering into a written agreement providing for such terms as allocation of revenue, appropriate use of the names of the parties, disclaimers and indemnification and insurance coverage.

(b) **Disclosure and Right to Patent Inventions.** The University and Sponsor shall promptly disclose to each other in writing any invention first conceived or discovered in the performance of the Research in the field of the Research, and reported to the University's Office of Innovation and Entrepreneurship or Sponsor's Intellectual Property Authority ("IPA") (see Article 11 "Notices"), respectively. Such disclosure shall be considered Confidential Information. The University may file patent applications at its own discretion and expense, or at the request of Sponsor at Sponsor's expense. If Sponsor elects to license the Technology, Sponsor will pay for the costs of patent filing, prosecution and maintenance in the United States and any foreign country. Sponsor will notify the University of those countries outside the United States in which it desires a license in sufficient time for the University to satisfy the patent-law requirements of those countries. Sponsor will reimburse the University for out-of-pocket costs for those filings, including patent filing, prosecution, and maintenance fees. The Sponsor shall have the sole right to file and prosecute a patent application on its own accord for any Sponsor Invention.

(c) **Option.** For each University Invention or Joint Invention, the Sponsor will have the option, for a period of three months from the date of disclosure to Sponsor, to notify the University of its election to negotiate for a royalty-bearing, exclusive or non-exclusive, world-wide license to the University's rights in such invention, including in the case of an exclusive license the right to sublicense under certain circumstances, to make, have made, use, lease, sell, import and export products embodying or produced through the use of such invention (the "Option"). In the event that the parties are unable to reach agreement and execute a license in accordance with said agreement and this Agreement, on the terms of the license described herein, after three months of good faith negotiations, which time frame the parties may extend by written consent, the University may enter into an agreement relating to such patent or patent application with any third party.

(d) **License.** Any license to Sponsor as provided herein will be granted pursuant to a separate license agreement signed by the parties which shall include at least the following terms and conditions: (a) an appropriate field of use; (b) mutually agreeable license fees and royalties; (c) mutually agreeable minimum royalties and/or other requirements of due diligence to develop and effectively commercialize the Invention; (d)

reimbursement of University's cost of patent filing, prosecution and maintenance; (e) retention by University of a royalty-free right, sublicensable to its research partners, to use the Invention for teaching, research, or other educational or academic purposes; (f) no-warranty provisions, indemnification of the University and product liability and contractual liability insurance coverage for the benefit of the University, in addition to other customary terms and provisions; and (g) demonstration of reasonable efforts to commercialize the Technology in the public interest and accomplish certain milestones.

(e) **Option for Copyright License.** Sponsor may elect to negotiate a nonexclusive or exclusive (subject to third party rights, if any) royalty-bearing license to use, reproduce, display, distribute and perform any copyrightable material for commercial purposes in a designated field of use. Sponsor must make such election within 3 months of notice of the University's disclosure of copyrightable material available for license.

(f) **Data.** University will retain ownership of the data arising out of the Research that University generates. Subject to other provisions of this Agreement, including those pertaining to confidential information and intellectual property, Sponsor will have access to the data and may use such data in connection with its internal research, subject to the appropriate provisions for confidentiality.

(g) **Tangible research property.** University shall retain ownership of property that is developed solely by University's employees, students, and agents, including, but not limited to, prototypes, biogenic materials, samples, lab notebooks graphs, maps, drawings, and documents created or acquired under this Agreement (collectively, "Tangible Research Property"). University shall not retain ownership of tangible research property that is a deliverable under this Agreement. University shall retain the right to use and distribute copies of all deliverables for educational and/or research purposes.

(h) **Copyrightable material.** As between University and Sponsor, University shall own all right, title and interest in and to any and all copyrights and copyrightable materials, including data, that is created solely by University employees, students or agents in performance of this Agreement (collectively "University Copyrights"). As between

University and Sponsor, Sponsor shall own all right, title and interest in and to any and all copyrights and copyrightable materials, including data, created solely by Sponsor employees or agents in performance of this Agreement (collectively, "Sponsor Copyrights"). As between University and Sponsor, University and Sponsor shall jointly own all right, title and interest in and to any and all copyrights and copyrightable materials, including data, created jointly by University employees, students, or agents and Sponsor employees or agents in performance of this Agreement (collectively, "Joint Copyrights"). University shall have the sole right to determine the disposition of University Copyrights, provided that Sponsor shall have option rights, in accordance with Section 8, in computer software and databases developed and delivered as part of the Research Program. Sponsor shall have the sole right to determine the disposition of Sponsor Copyrights.

(i) **Background IP.** Neither Party shall, by virtue of this Agreement, acquire rights to inventions, copyrights, technical information, or tangible property concurrently created or acquired outside of this Agreement or that are owned by the other Party prior to entering into this Agreement, including any background technology required to practice Inventions. Such rights may or may not be available for licensing.

8. Ownership of Property. Title to any equipment purchased or created in the performance of the work funded under this Agreement shall vest in the University.

9. Term and Termination.

(a) This Agreement shall be effective for the term June 1, 2016 through November 11, 2016, and may be extended thereafter by mutual agreement of the parties, provided by each party in writing; provided, however, that the Termination of this Agreement shall not relieve either party of any obligation of such party accrued prior to such termination hereunder. In particular, the provisions hereof relating to rights in patents and ownership of property shall survive such termination.

(b) Notwithstanding the foregoing, this Agreement may be terminated by either party at any time upon [60] days advance written notice to the other party. Upon receipt of notice of early termination by either Party, the University shall use reasonable efforts promptly to limit or terminate any outstanding commitments prior to the effective termination date. All allowable costs associated with such termination and up through the date of termination, shall be reimbursed by Sponsor. All funds paid by the Sponsor under this Agreement for goods and services not rendered as of the date of termination, including without limitation salaries, wages, benefits, computer software and/or hardware charges, and the corresponding percentage of indirect costs associated with the reduction of same, shall be reimbursed by the University to the Sponsor.

(c) If Sponsor breaches its obligation of payment and fails to remedy such breach within thirty (30) days after receipt of notice in writing of such breach, the University may, in addition to any other remedies that the University may have in law or in equity, terminate this Agreement by sending written notice of termination to Sponsor.

(d) If University breaches its obligations to provide goods or services, or the continuation of same over the term of this Agreement, and fails to remedy such breach within seven (7) days after receipt of notice in writing of such breach, the Sponsor may, in addition to any other remedies that the Sponsor may have in law or in equity, terminate this Agreement by sending written notice of termination to the University.

(e) Termination for material breaches will be effective from the date of notice to the breaching Party and do not affect any of the Non-Breaching Party's other rights under this Agreement.

(f) The terms of Sections 1-9 shall survive any termination of this Agreement.

10. Notices. Any notices given under this Agreement shall be in writing and shall be deemed delivered when sent by first-class mail, postage prepaid, addressed to the parties as follows (or at such other addresses as the parties may notify each other in writing):

The University

Stevens Institute of Technology
Barbara DeHaven
Executive Director of OSP
Castle Point on Hudson
Hoboken, NJ 07030

Sponsor

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

With a Copy to:
City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken, New Jersey 07030

Provided, however, that Invention Disclosures shall be addressed to the parties as follows:

The University

Stevens Institute of Technology
Barbara DeHaven
Executive Director of OSP
Castle Point on Hudson
Hoboken, NJ 07030

Sponsor IPA

City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken, New Jersey 07030

11. Use of Name; Press Releases.

(a) The University: Sponsor will not identify the University in any promotional statement, or otherwise use the name of any University faculty member, employee, or student, or any trademark, service mark, trade name, or symbol of the University, including the University's name, unless Sponsor has received prior written consent from an officer of the University. Permission may be withheld at the sole discretion of the University.

(b) Sponsor: The University will not identify Sponsor in any promotional statement, or otherwise use the name of any Sponsor officer, elected official, employee, or any trademark, service mark, trade name, or symbol of Sponsor, including Sponsor's name or seal, unless the University has received Sponsor's prior written consent. Permission may be withheld at the sole discretion of the Sponsor.

(c) Neither party will issue a press release or other announcement about the Research Project or this Agreement without the prior written approval of the other party.

13. Relationship of the Parties. The relationship of Sponsor and the University established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of employment or agency, nor shall either party's employees, servants, agents, or representatives be considered the employees, servants, agents, or representatives of the other. Nothing in this Agreement shall be construed to constitute the parties as partners or joint venturers, or allow either of the parties to create or assume any obligation on behalf of the other party.

14. [Intentionally omitted]

15. NO WARRANTIES. THE UNIVERSITY MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE RESEARCH OR ANY INTELLECTUAL PROPERTY RIGHTS OR PRODUCTS, TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH RESULTS OR OF ANY SUCH INVENTION OR PRODUCT; OR THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. IN NO EVENT SHALL EITHER PARTY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS OR AFFILIATES BE LIABLE FOR INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR OTHER DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY LICENSEE OR ANY OTHERS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING, RESULTING FROM THE USE OF THE RESEARCH RESULTS, INCLUDING ANY INVENTION, PROGRAM, OR PRODUCT.

16. Export Controls. The University complies with all applicable laws and regulations, including, where applicable, federal export control regulations. Many of the University employees (faculty and staff) and students are residents of foreign countries,

including individuals who may work on this contract and/or have access to information conveyed to the University pursuant hereto. The University does not screen its employees or students based on nationality. In most situations, the University relies on the fundamental research exclusion from export control laws, but makes no representation as to whether Sponsor's conveyance of information or material to the University pursuant hereto would be covered by the export control laws.

Sponsor will not knowingly disclose, and will use commercially reasonable efforts to prevent disclosure to the University, of any information subject to ITAR controls or on the Commerce Control List, Restricted Data or Sensitive Nuclear Technology. If, for purposes of the Research, Sponsor intends to disclosure export-controlled information to the University, Sponsor will not disclose such information to the University unless and until a plan for transfer, use, dissemination and control of the information has been approved by the University. In the event Sponsor inadvertently (i) discloses export controlled information or (ii) breaches this Section, any deadlines contemplated by the Statement of Work will be adjusted based upon the time it takes to address the disclosure.

17. Force Majeure. The University shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond the University's control, or by reason of any of the following: labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

18. Assignment. Neither the University nor the Sponsor shall assign this Agreement to any other person without the prior written consent of the other, and any purported assignment without such consent shall be void.

19. Severability. In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

20. Entire Agreement: Amendments. This Agreement and the Exhibits hereto contain the entire agreement between the parties. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The courts of the State of New Jersey in Hudson County and the United States District Court for the District of Newark shall have exclusive jurisdiction over the parties with respect to any dispute or controversy between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, the parties to this Agreement submit to the jurisdiction of those courts, including, but not limited to, the in personam and subject matter jurisdiction of those courts, waive any objection to such jurisdiction on the grounds of venue or forum non conveniens, the absence of in personam or subject matter jurisdiction and any similar grounds, consent to service of process by mail in accordance with Section 11 or any other manner permitted by law and irrevocably agree to be bound by any such judgment rendered thereby in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

**THE TRUSTEES OF THE STEVENS
INSTITUTE OF TECHNOLOGY**

**SPONSOR
CITY OF HOBOKEN**

Signature_____

Signature_____

Name: Barbara DeHaven

Name_____

Title: Executive Director, OSP

Title_____

Date_____

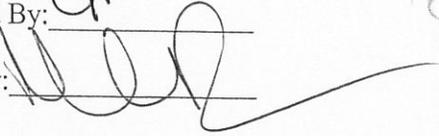
Date_____

Read and acknowledged:

Principal Investigator

Name: Dr. Elizabeth Fassman-Beck

Introduced By:  18

Second By: 

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS
STATE TAX COURT**

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refund be made;

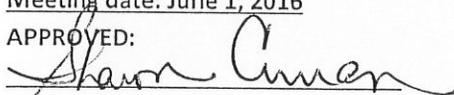
NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury
made payable to the following totaling \$51,407.13

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	247/27	1224 Washington St	2009	\$2,958.25
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	247/27	1224 Washington St	2010	\$3,126.96
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	247/27	1224 Washington St	2011	\$3,045.24
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	247/27	1224 Washington St	2012	\$3,130.25
Schneck Law Group LLC 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	247/27	1224 Washington St	2013	\$3,161.88
Michael A. Vespasiano 331 Main Street Chatham, NJ 07928	167/6	517 Willow Avenue	2014	\$9,053.52
Michael A. Vespasiano 331 Main Street Chatham, NJ 07928	167/6	517 Willow Avenue	2015	\$9,490.98

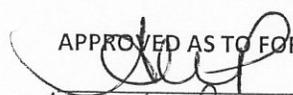
Michael A. Vespasiano 331 Main Street Chatham, NJ 07928	47/21	324 Monroe Street	2015	\$1,781.43
Michael A. Vespasiano 331 Main Street Chatham, NJ 07928	202/33	304 Washington St	2015	\$1,976.04
Michael A. Vespasiano 331 Main Street Chatham, NJ 07928	204/39.02	504 Washington St	2015	\$1,706.58
Michael A. Vespasiano 331 Main Street Chatham, NJ 07928	204/39.03	502 Washington St	2015	\$2,200.59
Michael A. Vespasiano 331 Main Street Chatham, NJ 07928	215/3	405 Wash St/404 Court St	2015	\$3,907.17
Michael A. Vespasiano 331 Main Street Chatham, NJ 07928	216/7	511 Washington St	2015	\$3,637.71
Michael A. Vespasiano 331 Main Street Chatham, NJ 07928	220/20	939 Washington St	2015	\$2,230.53

Meeting date: June 1, 2016

APPROVED:


Sharon Curran
Tax Collector

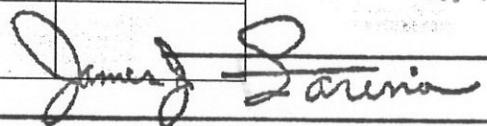
APPROVED AS TO FORM:


Alysia Proko
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 Giattino			✓	

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

JUN 1 - 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 and Special of the City Council of **April 20, 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:

Approved as to form:

[Signature]
City Clerk

[Signature]
Acting Corporation Counsel
AUSIA PROKO

Meeting Date: June 1, 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:**

[Signature] JUN 1 - 2016

CITY CLERK

Introduced By: _____

Second By: _____

[Handwritten signatures] 20

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION WAIVING ROAD OPENING PERMIT FEES TO J FLETCHER CREAMER
FOR THE TEST PIT EXCAVATION FOR WASHINGTON STREET REDESIGN
CONSTRUCTION

WHEREAS, the Washington Street Redesign test pit project is commencing, and the City has agreed to undertake the costs and financing of the project.

WHEREAS, the cost for the road opening permits and the no parking signs, combined, are approximately \$ 2,500.00 and the City seeks to waive these fees.

WHEREAS, the City of Hoboken traditionally does not waives road opening fees or no parking sign fees, but seeks to do so under the current circumstances, since the City is also the funding and financing body for this construction project.

NOW THEREFORE BE IT RESOLVED, the City Council authorizes waiver of the road opening permit fees and the no parking sign fees for J. Fletcher Creamer's test pit excavation for the Washington Street Redesign construction project under the circumstances provided for herein.

Meeting date: June 1, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysa Proko
Alysa 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:

JUN 1 - 2016

James J. Sarina
CITY CLERK