

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS  
MATTERS PURSUANT TO N.J.S.A. 10:4-12 AND ATTORNEY  
CLIENT PRIVILEGE RELATING TO PROPOSED SETTLEMENT  
OF PENDING LITIGATION IN THE MATTER OF THE APPEAL OF  
Propark v. City of Hoboken et al., DOCKET NO. A-002717-13**

**WHEREAS**, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12, for legal guidance on the settlement of pending litigation, and attorney client privilege; and

**WHEREAS**, one of these reasons is to receive advice from legal counsel relating to the settlement of pending litigation in matters (specifically the Matter of the appeal of Propark v. City of Hoboken et al., DOCKET NO. A-002717-13); and

**WHEREAS**, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered in anticipation of settlement, with regards to the Matter of the appeal of Propark v. City of Hoboken et al., DOCKET NO. A-002717-13; and,

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

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

**MEETING: May 7, 2014**

APPROVED AS TO FORM:

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

Introduced by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS  
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(3) & (8) AND  
ATTORNEY CLIENT PRIVILEGE RELATING TO THE  
SETTLEMENT OF THE PENDING WORKERS COMPENSATION  
MATTER KNOWN AS W881011671**

**WHEREAS**, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(3) & (8), and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of worker's compensation litigation); and

**WHEREAS**, the City seeks to settle the worker's compensation matter known as W881011671; and

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

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

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

**MEETING: May 7, 2014**

APPROVED AS TO FORM:

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

SPONSORED: \_\_\_\_\_  
SECONDED: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_**

**RESOLUTION GRANTING JOE DALY, ESQ. OF WEINER LESNIAK SETTLEMENT  
AUTHORITY IN THE MATTER OF THE PROPARK V. CITY OF HOBOKEN ET AL.  
APPEAL, IN ACCORDANCE WITH THE ATTACHED SETTLEMENT AGREEMENT**

**WHEREAS**, the City of Hoboken is currently involved in an appeal (at the appellate level) of a previous successful trial matter known as **Propark v. City of Hoboken et al.**; and,

**WHEREAS**, Joe Daly, Esq. of Weiner Lesniak has represented the City's legal interests in that matter since its institution, and has recommended a settlement in accordance with the attached settlement agreement; and,

**WHEREAS**, after legal guidance from Mr. Daly, the City Council finds his suggested settlement to be in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Joe Daly, Esq. of Weiner Lesniak is hereby authorized to settle the matter of the appeal of **Propark v. City of Hoboken et al.**, in accordance with the attached settlement agreement, and the Mayor or her authorized designee is hereby authorized to execute the attached agreement or one which is similar without any substantive changes.

**Reviewed:**

**Approved as to Form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

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

**Meeting Date: May 7, 2014**

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

JOSEPH RAGNO  
022331979  
WATERS, McPHERSON, McNEILL, P.C.  
300 Lighting Way  
P.O. Box 1560  
Secaucus, New Jersey 07096  
(201) 863-4400  
Attorneys for Appellants

PROPARK AMERICA NEW YORK, LLC  
& BLOCK 255, LLC,

Appellants,

v.

CITY OF HOBOKEN,

Respondent.

SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION

DOCKET NO.: A-002717-13

Civil Action

SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** is made as of the 1<sup>ST</sup> day of April, 2014, by and among ProPark America New York, LLC (“ProPark”), and Block 255, LLC (“Appellants”), Appellants in this matter, and the City of Hoboken (“City”), which is a municipal corporation in the County of Hudson, State of New Jersey, and the Respondent in this matter.

**WHEREAS**, Appellant ProPark is the operator of a parking garage in Hoboken, located at 1406 Bloomfield Street and 151 Fourteenth Street, owned by Appellant Block 255, LLC, and identified on the official Tax Map of the City of Hoboken as Block 255, Lot 4.03; and

**WHEREAS**, Pursuant to Section 140-10 of the Hoboken Code, the City is authorized to collect 15% tax on fees derived from the parking or garaging of motor vehicles, excluding those fees derived from parking spaces that are leased to residential tenants (“Parking Tax”); and

**WHEREAS**, Appellants initiated this cause of action in New Jersey State Tax Court on March 2, 2011, asserting a claim for taxes overpaid to the City of Hoboken pursuant to Section 140-

10 of the Hoboken Code, and on February 24, 2014, subsequently filed Notice of Appeal from judgment entered by the Hon. Mary Siobhan Brennan, J.T.C. on January 6, 2014, in favor of the City;

**WHEREAS**, the parties in their desire to resolve their differences and avoid the uncertainty and cost associated with a continuation of litigation, have agreed to settlement of the issues presented.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. The City of Hoboken shall apply a credit of \$20,000 going forward to the parking tax liabilities of Appellants, ProPark America New York, LLC, and Block 255, LLC, operator and owner respectively of Block 255, Lot 4.03 (the "Credit"). The Credit shall be applied to the greatest extent possible in the first month that Parking Tax is due from Appellants following approval of this Agreement by the Hoboken City Council and in each consecutive month thereafter until the Credit is exhausted.

2. Upon the full execution of this Settlement Agreement by all parties and filing of same with the Court, the instant matter now pending in the Appellate Division of the Superior Court of New Jersey and all claims asserted therein shall be withdrawn by Appellants and dismissed with prejudice as to all parties, subject only to the rights of the parties to enforce the terms of this Settlement Agreement by instituting an action in any court of competent jurisdiction;

3. Appellants acknowledge that the application of the Credit described in Paragraph 1, timely made, shall constitute full and fair consideration to Appellants for their settlement of all claims asserted in this matter;

4. The parties acknowledge that this Settlement Agreement represents a compromise of litigation and, therefore, that it may not be construed as an admission by any party hereto as to the validity or invalidity of the claims asserted in this action.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day  
and year first above written.

WEINER LESNIAK, LLP  
Attorneys for Respondent City of Hoboken

By: \_\_\_\_\_  
Joseph T. Daly  
April \_\_\_\_, 2014

WATERS, McPHERSON, McNEILL, P.C.  
Attorneys for Appellants ProPark America  
New York, LLC and Block 255, LLC

By:  \_\_\_\_\_  
Joseph G. Ragno  
April 29, 2014

SPONSORED: \_\_\_\_\_  
SECONDED: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_**

**RESOLUTION GRANTING LOU MASUCCI, ESQ. OF WEINER LESNIAK SETTLEMENT  
AUTHORITY IN THE MATTER OF THE WORKER’S COMPENSATION LITIGATION  
W881011671 DOL: FEB. 17, 2010, IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY  
VANESSA MENDELEWSKI TO MELLISSA LONGO IN HER EMAIL DATED APRIL 28, 2014**

**WHEREAS**, the City of Hoboken is currently involved in a worker’s compensation claim known as WC881011671 / DOL: 2/17/10; and,

**WHEREAS**, Lou Masucci, Esq. of Weiner Lesniak has represented the City’s legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of an email from Vanessa Mendelewski to Mellissa Longo dated April 28, 2014; and,

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

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Lou Masucci, Esq. of Weiner Lesniak is hereby authorized to settle the matter of worker’s compensation claim known as WC881011671 / DOL: 2/17/10, in an amount up to the monetary amount suggested by Vanessa Mendelewski to Mellissa Longo in her e-mail dated April 28, 2014.

**Reviewed:**

**Approved as to Form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

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

**Meeting Date: May 7, 2014**

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

**CITY OF HOBOKEN**

**RESOLUTION TO AMEND BUDGET**

WHEREAS, the local municipal budget for the year 2014 was approved on March 19, 2014 ; and,

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of Hoboken, Hudson County, that the following amendments to the approved budget of 2014 be made:

RECORDED VOTE	(		(		(
(Insert Last Names)					
	AYES		NAYS		ABSTAIN
	(		(		(
	(		(		(
	(		(		(

<b>CURRENT FUND BUDGET</b>	From	To
<b>ANTICIPATED REVENUES</b>		
3. Miscellaneous Revenues - Section A: Local Revenues		
Parking Utility Surplus	4,000,000.00	4,100,000.00
Total Section A: Local Revenues	22,355,266.00	22,455,266.00
3. Miscellaneous Revenues - Section D: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Interlocal Muni. Service Agreements		
Hoboken Housing Authority Public Safety	540,000.00	405,000.00
Total Section D: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Interlocal Municipal Service Agreements	540,000.00	405,000.00
3. Miscellaneous Revenues - Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues Offset with Appropriations		
2010 Port Security Grant	0.00	123,954.00
NJ State Council on Arts	0.00	5,635.00
Total Section F: Special Items of General Revenue Anticipated with Prior Written Consent of Director of Local Government Services - Public and Private Revenues	522,761.46	652,350.46
<b>TOTAL MISCELLANEOUS REVENUES</b>	<b>41,090,143.46</b>	<b>41,184,732.46</b>
	From	To

5. SUBTOTAL GENERAL REVENUES (Items 1, 2, 3 and 4)	52,078,665.46	52,173,254.46
6. Amount to be Raised by Taxes for Support of Municipal Budget:		
(A) Local Tax for Municipal Purpose Including Res. for Uncollected Taxes	51,785,970.00	51,785,769.00
TOTAL AMOUNT TO BE RAISED BY TAXES FOR SUPPORT OF MUNICIPAL BUDGET	55,485,555.00	55,485,354.00
7. TOTAL GENERAL REVENUES (Items 5 and 6)	107,564,220.46	107,658,608.46
<b>APPROPRIATIONS</b>	<u>From</u>	<u>To</u>
8. (A) Operations Within "CAPS"		
Office of City Clerk		
Salaries and Wages	474,442.00	543,442.00
Business Administration Office		
Other Expenses	207,500.00	177,000.00
Corporation Counsel		
Other Expenses Special Counsel	1,400,000.00	1,300,000.00
Department of Environmental Services		
Directors Office		
Salaries and Wages	191,678.00	137,650.00
Public Property		
Other Expenses	297,000.00	307,000.00
Planning Board		
Salaries and Wages	55,621.00	65,621.00
Police		
Salaries and Wages	15,874,409.00	16,009,409.00
Other Expenses	525,500.00	601,500.00
Fire		
Salaries and Wages	13,235,248.00	13,135,248.00
Redevelopment		
Other Expenses	525,000.00	430,000.00
Anticipated Terminal Leave	580,000.00	725,000.00
TOTAL OPERATIONS (Item 8(A) Within "CAPS")	76,876,851.00	76,942,323.00
TOTAL OPERATIONS INCLUDING CONTINGENT WITHIN "CAPS"	76,876,851.00	76,942,323.00
Detail:		
Salaries and Wages	40,754,613.00	40,959,585.00
Other Expenses (Including Contingent)	<u>36,122,238.00</u>	<u>35,982,738.00</u>
(H-1) TOTAL GENERAL APPROPRIATIONS FOR MUNICIPAL PURPOSES WITHIN "CAPS"	86,194,801.00	86,260,273.00

	<u>From</u>	<u>To</u>
8. (A) Operations - Excluded from "CAPS"		
Interlocal Municipal Service Agreements		
Hoboken Housing Authority		
Salaries and Wages	540,000.00	405,000.00
Total Interlocal Excluded from "CAPS"	540,000.00	405,000.00
Public and Private Programs Offset by Revenues		
2010 Port Security Grant	0.00	123,954.00
NJ State Council on Arts	0.00	5,635.00
Total Public and Private Programs Offset by Revenues	578,416.46	708,005.46
TOTAL OPERATIONS - EXCLUDED FROM "CAPS"	5,818,001.46	5,812,590.46
Detail:		
Salaries and Wages	540,000.00	405,000.00
Other Expenses	5,278,001.46	5,407,590.46
	<u>5,278,001.46</u>	<u>5,407,590.46</u>
8. (C) Capital Improvements - Excluded from "CAPS"		
Capital Improvement Fund	169,673.00	0.00
Snow Tractors	20,000.00	15,000.00
Police Software	76,000.00	0.00
Acquisition of Salt Shed	20,000.00	15,000.00
TOTAL CAPITAL IMPROVEMENTS EXCLUDED FROM "CAPS"	310,673.00	55,000.00
8. (D) Municipal Debt Service - Excluded from "CAPS"		
Bond Anticipation Notes Principal	885,020.00	1,175,020.00
TOTAL MUNICIPAL DEBT SERVICE EXCLUDED FROM "CAPS"	7,176,354.00	7,466,354.00
(H-2) TOTAL GENERAL APPROPRIATIONS FOR MUNICIPAL PURPOSES EXCLUDED FROM "CAPS"	18,069,419.46	18,098,335.46
(O) TOTAL GENERAL APPROPRIATIONS - EXCLUDED FROM "CAPS"	18,069,419.46	18,098,335.46
(L) SUBTOTAL GENERAL APPROPRIATIONS (Items (H-1) and (O))	104,264,220.46	104,358,608.46
9. TOTAL GENERAL APPROPRIATIONS	107,564,220.46	107,658,608.46

**DEDICATED PARKING UTILITY BUDGET**

	<u>From</u>	<u>To</u>
10. DEDICATED REVENUES FROM PARKING UTILITY		
Special Items of Revenue Anticipated with Prior Written Consent of Director of Local Government Services		
Taxi Licenses	0.00	100,000.00
Total Parking Utility Revenues	15,749,760.00	15,849,760.00
11. APPROPRIATIONS FOR PARKING UTILITY		
Surplus (General Budget)	4,000,000.00	4,100,000.00
Total Parking Utility Appropriations	15,749,760.00	15,849,760.00

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for his certification of the 2014 Local Municipal Budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A:4-9, be published in the Jersey Journal, in the issue of May \_\_\_\_\_, 2014, and that said publication contain notification of public hearing on said amendment to be held at the Municipal Building on May 21, 2014 at 7:00 o'clock p.m.

IT IS HEREBY CERTIFIED that the Amended Budget hereto and hereby made a part hereof is a true copy of the Amended Budget approved by resolution of the Governing Body on the 7th day of May 2014

Certified by me, this 7th day of May 2014

\_\_\_\_\_  
Clerk

IT IS HEREBY CERTIFIED that the Adopted Budget Amendment annexed hereto and hereby made a part of the 2014 Budget is a copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof and the total of anticipated revenues equals the total of appropriations.

Certified by me, this 7th day of May 2014

\_\_\_\_\_  
Registered Municipal Accountant

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**City of Hoboken**

**Resolution No. \_\_\_\_\_**

**RESOLUTION AUTHORIZING EMERGENCY TEMPORARY  
APPROPRIATIONS FOR THE CALENDAR YEAR 2014 BUDGET**

**WHEREAS**, an emergent condition has arisen in that the City of Hoboken is expected to enter into contracts, commitments or payments prior to the adoption of the 2014 budget and no adequate provision has been made in the 2014 temporary budget for the aforesaid purposes, and

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

**WHEREAS**, the total emergency temporary appropriation authorized by resolutions in 2014, pursuant to the provisions of N.J.S.A. 40A:4-20, including this resolution, total \$7,728,148.00 (Seven Million Seven Hundred Twenty Eight Thousand One Hundred Forty Eight Dollars and No Cents) for the current fund and \$713,452.00 (Seven Hundred Thirteen Thousand Four Hundred Fifty Two Dollars and No Cents) for the parking utility.

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

- 1) Emergency temporary appropriations be and the same are hereby made in the amount of \$6,799,194.00 for the current fund and \$713,452.00 for the parking utility as follows:

**See Detail Attached**

- 2) Said emergency temporary appropriations will be provided for in the 2014 budget
- 3) That the City Clerk shall file one certified copy of this resolution with the Director of the Division of Local Government Services.

**MEETING: May 7, 2014**

**APPROVED FOR CONTENT:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Quentin Wiest**  
**Business Administrator**

\_\_\_\_\_  
**Mellissa Longo**  
**Corporation Counsel**

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

<b>City of Hoboken</b>			
<b>Temporary Appropriations</b>			
<b>CY 2014</b>			
			<b>Emergency Temp</b>
			<b>5/7/2014</b>
<b>Operations Within CAPS</b>			
Mayor's Office	01-20-110-011	S/W	21,458.00
	01-20-110-021	O/E	2,180.00
City Council	01-20-111-011	S/W	16,891.00
	01-20-111-021	O/E	2,250.00
Office of Clerk	01-20-120-011	S/W	52,190.00
	01-20-120-021	O/E	850.00
Legal Advertising	01-20-121-020	O/E	5,417.00
Codification of Ordinances	01-20-123-020	O/E	2,500.00
Elections	01-20-122-011	S/W	5,000.00
Bus Administrators	01-20-112-011	S/W	34,826.00
	01-20-112-021	O/E	15,584.00
Purchasing	01-20-114-011	S/W	13,604.00
	01-20-114-021	O/E	388.00
Personnel & Health Benefits	01-20-105-011	S/W	23,071.00
	01-20-105-021	O/E	500.00
Zoning Administration	01-21-186-011	S/W	15,352.00
	01-21-186-021	O/E	317.00
Uniform Construcion Code	01-22-195-011	S/W	53,010.00
	01-22-195-021	O/E	18,250.00
Corporation Counsel	01-20-155-011	S/W	26,034.00
	01-20-155-021	O/E	6,900.00
Special Counsel	01-20-156-020	O/E	108,334.00
Expert Witness & Appraisal	01-20-158-020	O/E	1,667.00
Revenue & Finance Director	01-20-130-011	S/W	51,260.00
	01-20-130-021	O/E	14,875.00
Tax Collections	01-20-145-011	S/W	20,291.00
	01-20-145-021	O/E	5,689.00
Information Technology	01-20-147-021	O/E	9,500.00
Municipal Court	01-43-490-011	S/W	90,263.00
	01-43-490-021	O/E	14,078.00
Office of Tax Assessor	01-20-150-011	S/W	26,865.00
	01-20-150-021	O/E	18,813.00
Human Services Director	01-27-330-011	S/W	15,732.00
	01-27-330-021	O/E	167.00
Rent Leveling	01-27-347-011	S/W	22,578.00
	01-27-347-021	O/E	558.00
Housing Inspection	01-21-187-011	S/W	6,921.00
	01-21-187-021	O/E	105.00
Health	01-27-332-011	S/W	48,427.00
	01-27-332-021	O/E	13,542.00
Senior Citizens	01-27-336-011	S/W	20,753.00
	01-27-336-021	O/E	1,084.00

<b>City of Hoboken</b>			
<b>Temporary Appropriations</b>			
<b>CY 2014</b>			
			<b>Emergency Temp</b>
			<b>5/7/2014</b>
Recreation & Cultural Affairs	01-28-370-011	S/W	30,503.00
	01-28-370-021	O/E	55,000.00
Cultural Affairs	01-27-176-011	S/W	6,803.00
Director Environmental Svc	01-26-290-011	S/W	10,589.00
	01-26-290-021	O/E	1,109.00
Parks	01-28-375-011	S/W	39,667.00
	01-28-375-021	O/E	39,576.00
Public Property	01-28-377-011	S/W	75,280.00
	01-28-377-021	O/E	25,584.00
Streets & Roads	01-26-291-011	S/W	48,051.00
Central Garage	01-26-301-011	S/W	28,312.00
	01-26-301-021	O/E	20,334.00
Sanitation	01-26-305-011	S/W	43,158.00
	01-26-305-021	O/E	352,375.00
Shade Tree	01-26-293-021	O/E	4,167.00
Director Community Develop	01-20-160-011	S/W	14,310.00
	01-20-160-021	O/E	334.00
Grants Management	01-20-116-021	O/E	6,250.00
Planning Board	01-21-180-011	S/W	5,048.00
	01-21-180-021	O/E	9,584.00
Zoning Board of Adjustments	01-21-185-021	O/E	11,667.00
Redevelopment	01-21-181-036	O/E	35,834.00
Historic Preservation Comm	01-20-175-021	O/E	1,000.00
Police	01-25-241-011	S/W	1,221,109.00
	01-25-241-021	O/E	43,792.00
Fire	01-25-266-011	S/W	1,010,404.00
	01-25-266-021	O/E	18,925.00
Office of Emergency Mgnt	01-25-252-011	S/W	41,518.00
	01-25-252-021	O/E	3,250.00
<b>Insurance</b>			
General Liability	01-30-400-010	O/E	50,000.00
Workers Compensation	01-30-400-020	O/E	66,667.00
Employee Group Health	01-30-400-030	O/E	1,488,000.00
<b>Unclassified</b>			
ABC Board	01-20-113-011	S/W	324.00
	01-20-113-021	O/E	209.00
Settlements of Claims	01-23-219-020	O/E	834.00
Towing/Storage of Aband Veh	01-23-223-020	O/E	625.00
Engineering	01-31-461-000	O/E	26,667.00
Labor Arbitrations	01-20-157-020	O/E	2,500.00
Municipal Dues & Membership	01-23-212-020	O/E	292.00
Celebration of Public Events	01-23-216-020	O/E	2,000.00
Postage	01-23-211-020	O/E	12,500.00

<b>City of Hoboken</b>			
<b>Temporary Appropriations</b>			
<b>CY 2014</b>			
			<b>Emergency Temp</b>
			<b>5/7/2014</b>
Copiers/Printers O/E	01-23-213-031	O/E	4,584.00
Central Office Supplies O/E	01-23-218-031	O/E	4,167.00
Electricity	01-31-430-000	O/E	40,417.00
Street Lighting	01-31-435-000	O/E	58,334.00
Gasoline	01-31-460-000	O/E	30,417.00
Water & Sewer	01-31-445-000	O/E	5,000.00
Comminications	01-31-440-000	O/E	26,167.00
Master Plan	01-31-463-000	O/E	12,500.00
Salary Settlements	01-36-479-000	O/E	180,000.00
<b>Sub Total Within CAPS</b>			<b>6,023,811.00</b>
<b>Statutory Expenditures</b>			
Social Security System	01-36-472-000		125,000.00
Unemployment Compensation	01-23-225-020		5,000.00
<b>Subtotal Statutory Expenditures</b>			<b>130,000.00</b>
<b>Outside Caps</b>			
Maintenance of Free Public Library	01-29-390-021		308,299.00
Hoboken Housing Authority	01-44-101-011		45,000.00
<b>Subtotal Outside caps</b>			<b>353,299.00</b>
<b>Capital Improvements Outside "CAPS"</b>			
Computer Technology upgrades	01-44-900-002		2,084.00
<b>Total Capital Improvements Excl From CAP</b>			<b>2,084.00</b>
<b>Municipal Debt Service</b>			
BAN Notes Principle	01-45-925-000		290,000.00
<b>Total Municipal Debt Service</b>			<b>290,000.00</b>
<b>Total Temporary Municipal Budget</b>			<b>6,799,194.00</b>
<b>Parking Utility</b>			
Salary Wages	31-55-501-101		325,618.00
<b>Salary &amp; Wages Licensing</b>			
Other Expenses	31-55-502-101		258,667.00
Group Health	31-55-530-102		104,167.00
<b>Statutory Expenditures</b>			
Social Security System	31-55-541-200		25,000.00
<b>Total Temporary Parking Utility Budget</b>			<b>713,452.00</b>



April 21<sup>th</sup>, 2014

**MEMORANDUM**

TO: City Clerk James Farina  
FR: Mayor Dawn Zimmer  
RE: Municipal Board Appointments

Mr. Farina,

I have made the following appointments to Hoboken's municipal boards:

HISTORIC PRESERVATION COMMISSION

**Andrea Rizvi:** appointed to fill the Class A term vacated by Joan Abel

**Martin Anderson:** appointed to fill the Class C term vacated by Chris Cardinal

**Deb Hulbert:** appointed to fill the Class C term vacated by Steve Bauman

SHADE TREE COMMISSION

**Peter Cassio:** appointed to fill the term of Larry Henriques

Please update your records and administer the oaths of office accordingly.

Thank you,

Mayor Dawn Zimmer

RECEIVED  
2014 APR 23 AM 9:37  
CITY CLERK  
HOBOKEN, NJ 07030

Introduced By: \_\_\_\_\_

Second By: \_\_\_\_\_

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

May 7, 2014

**PARKING FACILITIES**

**1 ITEM**

DSF IV HOBOKEN OWNER,LLC (\$300.00)  
800 MADISON STREET 8 or more cars  
HOBOKEN, NJ 07030

PARKING GARAGE  
800 MADISON STREET  
HOBOKEN, NJ 07030

**VENDORS**

**3 ITEMS**

GERRI & BRESLER  
302 MOTT STREET #30  
NY, NY 10013

(\$100.00)  
STREET PEDDLER

THOMAS M. MARTINE  
APT 495 -311 HARRISON ST  
HOBOKEN, NJ 07030

(\$100.00)  
STREET PEDDLER

MAXIMINO FLORES  
51-21 BERGENLINE AVE.  
HOBOKEN, NJ 07030

(\$100.00)  
STREET PEDDLER

**RAFFLE**

**1 ITEM**

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

(\$40.00)  
GAMES OF CHANCE  
2 DAY FUN FEST

CITY OF HOBOKEN  
CLAIMS LISTING  
MAY 7, 2014

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$	
ADM ABC BOARD	IOPERATING	14-00480	STAR LEDGER	2014 ADS FOR ABC BOARD	\$ 145.68	
		14-00489	JERSEY JOURNAL	2014 ADS FOR ABC BOARD	\$ 80.80	
ADM BUSINESS ADMINISTRATION	ESCROW	14-01661	BOSWELL ENGINEERING	900 MONROE ST & 1415 PARK AV	\$ 1,368.00	
	ICAPITAL	13-00137	THE BUZAK LAW GROUP LLC	SP LEGAL COUNSEL - LAND USE	\$ 6,406.48	
		14-01666	BOSWELL ENGINEERING	BLOCK 12	\$ 4,214.21	
	ICDBG2818	13-00780	RSC ARCHITECTS	PROFESSIONAL SVC - ARCHITECTS	\$ 40,890.00	
		IOPERATING	13-04119	REMINGTON & VERNICK ENGINEERS	2013 ROAD RESURFACING	\$ 1,140.45
	13-04670		PROCOMM SYSTEMS	WIRELESS 4.9 GHZ MICROWAVE	\$ 39,941.00	
	14-00325		FERRAIOLI, WIELKOTZ, CERULLO &	GENERAL MUN. AUDITING SVC.	\$ 4,435.00	
	14-00603		MILLENNIUM STRATEGIES	PRO SERVICE - GRANT WRITING	\$ 3,333.00	
	14-01237		PREMIER TECHNOLOGY SOLUTIONS	DOMAIN REGISTRATION RENEWAL	\$ 125.00	
	14-01239		RSC ARCHITECTS	NEW STORAGE BLDG-JAN INVOICE	\$ 6,500.00	
	14-01243		FAIRVIEW INSURANCE ASSOC.	APRIL'14 MONTHLY&WELLNESS FEES	\$ 16,750.00	
	14-01251		REMINGTON & VERNICK ENGINEERS	FIRE UST INVEST THRU 1/31/14	\$ 925.08	
	14-01254		CRISTL ABSTRACT, LLC	116-118 JACKSON ST TITLESEARCH	\$ 150.00	
	14-01267		BROWN & BROWN METRO INC	GEN LIA RENWL FOR REC DEPT	\$ 23,557.35	
	14-01312		REMINGTON & VERNICK ENGINEERS	MULTISRVCTR UST INVEST 1/31/14	\$ 635.08	
	14-01317		BROWN & BROWN METRO INC	MARCH'14 RMC FEE - GSMJIF	\$ 5,400.00	
	14-01338		PREMIER TECHNOLOGY SOLUTIONS	APRIL 2014 MONTHLY SERVICES	\$ 8,000.00	
	14-01350		GOVCONNECTION, INC.	2 SWITCHES: CLERK & MUN COURT	\$ 369.60	
	14-01667		BOSWELL ENGINEERING	CITY HALL	\$ 9,329.00	
ADM CITY COUNCIL	IOPERATING		13-04417	ASL PRODUCTIONS LLC	DVD/LIVE STREAM COUNCIL MTGS	\$ 1,200.00
			14-01328	ASL PRODUCTIONS LLC	DVD & LIVE STREAM MEETINGS	\$ 3,100.00
ADM FINANCE SUPERVISORS OFF	ICAPITAL	14-01499	PARKER McCAY, P.A.	2014 BOND ANTICIPATION NOTES	\$ 624.00	
	IOPERATING	13-04752	W.B. MASON CO., INC.	OFFICE FILE CABINETS	\$ 1,716.86	
		14-00833	RUG & FLOOR STORE, INC.	Finance Office Furniture	\$ 941.60	
		14-01269	AUTOMATIC DATA PROCESSING	AUTOPAY II CHARGES	\$ 3,071.30	
		14-01339	HOBOKEN PUBLIC LIBRARY	MONTHLY LIBRARY PAYMENT	\$ 433,195.00	
		14-01358	COUNTY OF HUDSON	COUNTY PILOT TAX 5% 1STQTR2014	\$ 27,115.02	
		14-01389	STATE OF NEW JERSEY	EMPLOYER PENSION ADJUSTMENT	\$ 15,213.96	
		14-01391	AUTOMATIC DATA PROCESSING	PROCESSING CHARGES	\$ 2,751.30	
		14-01499	PARKER McCAY, P.A.	2014 BOND ANTICIPATION NOTES	\$ 78.00	
		IPARK CAPITAL	14-01499	PARKER McCAY, P.A.	2014 BOND ANTICIPATION NOTES	\$ 78.00
		ITRUST	14-01156	HOBOKEN POLICE SUPERIOR	OEP DUES QUARTER END 3/31/14	\$ 2,952.00
ADM MAYOR'S OFFICE	IOPERATING	13-04500	STAN'S SPORT CENTER	COMEMMORATIVE PLAQUES	\$ 150.00	
		14-01665	DANIEL BRYAN	REIMBURSEMENT FOR TRAVEL	\$ 1,090.99	
ADM MUNICIPAL COURT	IOPERATING	14-00986	STAPLES PRINT SOLUTIONS	OFFICE SUPPLIES	\$ 299.52	
		14-01440	SUPREME SECURITY SYSTEMS INC	PERIODIC SERVICES	\$ 404.07	
		14-01441	ALCAZAR COMMUNICATION,INC.	SVCS RENDERED INTERPRETATION	\$ 4,400.00	

CITY OF HOBOKEN  
CLAIMS LISTING  
MAY 7, 2014

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM MUNICIPAL COURT	IOPERATING	14-01485	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	\$ 212.50
ADM PARKING UTILITY	IPARK UTILITY	13-04310	GARDEN STATE HIGHWAY PROD.	SIGNAL & TRAFFIC SUPPLIES	\$ 3,600.00
		13-04774	RUG & FLOOR STORE, INC.	HPU FURNITURE	\$ 36,886.21
		14-00509	CLIFFSIDE BODY CORP.	HPU VEHICLE REPAIRS	\$ 5,787.00
		14-00665	FASTENAL	HARDWARE AND MISC. SUPPLIES	\$ 1,097.65
		14-00868	CINTAS CORPORATION NO 2	CARPET/MAT RENTAL	\$ 66.95
		14-00878	NEXGEN	GARAGE SUPPLIES	\$ 816.05
		14-00954	ALL TRAFFIC SOLUTIONS	SPEED MESSAGE SIGN/ACCESSORIES	\$ 12,909.00
		14-00957	WONDER FIRE PROTECTION, INC.	REPLACE STANDPIPE-MIDTOWN GAR.	\$ 360.00
		14-01102	NOBEL COMPUTER SYSTEMS, INC.	HOSTING/IMPOUNDS - 2/14	\$ 3,084.00
		14-01104	GOVCONNECTION, INC.	IT EQUIPMENT	\$ 842.00
		14-01108	CITY PAINT AND HARDWARE	MISC. SUPPLIES - FEB., 2014	\$ 2,146.38
		14-01124	CLIFFSIDE BODY CORP.	HPU VEHICLE PARTS/INSTALL	\$ 1,080.00
		14-01127	GLENCO SUPPLY INC.	SIGNAL & TRAFFIC SUPPLIES	\$ 1,620.00
		14-01213	DAWN DELORENZO	BOOT REFUND	\$ 150.00
		14-01214	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 24.00
		14-01215	CONCEPT PRINTING INC.	TRANSPORTATION BUSINESS CARDS	\$ 180.00
		14-01217	SBP INDUSTRIES	GENERATOR SERVICE-916 GARDEN	\$ 1,660.00
		14-01218	ENTERPRISE CONSULTANTS	CABLE INSTALL/PHONE SERVICES	\$ 1,442.98
		14-01219	PROPARK AMERICA NEW YORK	MANAGEMENT FEE - APRIL, 2014	\$ 39,508.33
		14-01220	Z'S IRON WORKS	WELDING SERVICES-916 GARDEN ST	\$ 1,040.00
		14-01232	CINTAS CORPORATION NO 2	RUG/MAT MAINTENANCE	\$ 200.85
		14-01289	VERIZON	PHONE UTILITY - MARCH 2014	\$ 729.65
		14-01290	AT&T (LD)	HPU LD CHARGES - MARCH, 2014	\$ 31.91
		14-01291	PURCHASE POWER	POSTAGE BY PHONE - MARCH 2014	\$ 229.00
		14-01292	PROPARK AMERICA NEW YORK	REIMBURSE. EXPENSES - 2/14	\$ 12,582.78
		14-01293	PITNEY BOWES	POSTAGE METER SUPPLIES	\$ 122.37
		14-01296	GOVCONNECTION, INC.	IT EQUIPMENT	\$ 967.00
		14-01302	GARDEN STATE HIGHWAY PROD.	SIGNAL & TRAFFIC EQUIPMENT	\$ 1,200.00
		14-01303	HIGH TECH PROTECTIVE SVS.INC.	GARAGE MONITORING SERVICES	\$ 639.02
		14-01305	HOBOKEN LOCK & SUPPLY	KEY/LOCK SERVICES - GARAGES	\$ 155.00
		14-01307	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 48.00
		14-01411	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - MARCH, 2014	\$ 5,601.25
		14-01413	UNITRONICS SYSTEMS, INC.	SUPPORT SERVICES/916 GARDEN ST	\$ 11,500.00
		14-01478	MARANO AND SONS	2013 JEEP WRANGLER - HPU	\$ 24,500.00
		14-01492	NEXTEL COMMUNICATIONS	HPU-TABLET SERVICE 3-4/14	\$ 1,007.79
		14-01506	JOHN N. MORGAN	REIMBURSEMENT	\$ 16.00
		14-01510	EXXONMOBIL FLEET GECC	HPU FUEL - MARCH, 2014	\$ 547.31
		14-01511	PAETEC COMMUNICATIONS INC.	LD SERVICES - MARCH, 2014	\$ 231.45

CITY OF HOBOKEN  
CLAIMS LISTING  
MAY 7, 2014

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ADM PARKING UTILITY	IPARK UTILITY	14-01514	AT&T MOBILITY	MULTI-METERS - MARCH, 2014	\$ 2,451.99		
		14-01515	HOBOKEN WATER SERVICE	WATER UTILITY-GARAGES	\$ 432.44		
		14-01668	JOHN N. MORGAN	REIMBURSEMENT	\$ 315.99		
ADM SPECIAL COUNSEL	IOPERATING	13-00129	WEINER & LESNIAK, LLP	SP. LEGAL COUNSEL - LAND USE	\$ 2,867.88		
		14-00323	MARAZITI, FALCON & HEALEY	OUTSTANDING LITIGATION	\$ 37,531.87		
		14-00324	PARKER McCAY, P.A.	SP LEG. COUNSEL - BOND COUNSEL	\$ 2,492.76		
		14-00328	WEINER & LESNIAK, LLP	SP COUNSEL -LABOR & EMPLOYMENT	\$ 12,401.33		
		14-00337	LITE DEPALMA GREENBERG, LLC	RENT CONTROL LITIGATION	\$ 17,854.78		
		14-00342	VOGEL, CHAIT, COLLINS	OUTSTANDING LITIGATION	\$ 660.00		
		14-00989	DECOTIIS, FITZPATRICK & COLE	SP LEGAL COUNSEL - PUB UTILITY	\$ 5,198.72		
		14-01336	GLUCK WALRATH LLP	SP LEGAL COUNSEL- HOSPITAL	\$ 1,335.00		
		14-01557	KEVIN MCCOURT	SUBPOENA TO TESTIFY	\$ 2.00		
		14-01564	CHANTEL FIGUEROA	SUBPOENA TO TESTIFY	\$ 2.00		
		ADM TAX ASSESSOR	IOPERATING	14-00329	VINCENT J. LAPAGLIA	TAX APPEALS AND LITIGATION	\$ 8,485.67
				14-01319	MICRO SYS. OF NORTHERN NJ.INC.	MOD4 SERVICES FOR 2014	\$ 3,604.00
		ADM TAX COLLECTOR	IOPERATING	14-01172	LT NATIONAL TITLE SERVICES	REFUND OVERPAYMENT	\$ 1,799.25
14-01173	JONATHAN PELAEZ			REFUND OVERPAYMENT	\$ 1,029.77		
14-01174	HERVE GROSSE & OLIVIA JAN			REFUND OVERPAYMENT	\$ 2,175.90		
14-01175	CITI MORTGAGE, INC.			REFUND OVERPAYMENT	\$ 2,183.12		
14-01203	VIVEK SINGH & COURTNEY MULLIG			REFUND OVERPAYMENT	\$ 2,285.06		
14-01204	VENTURA, MIESOWITZ, KEOUGH			STATE TAX COURT JUDGEMENT	\$ 3,704.06		
14-01236	CHRISTOPHER L. PADURANO			REFUND VETERAN DEDUCTION	\$ 250.00		
14-01341	VADIM GELMAN & INGA REZNIK			REFUND TAX OVERPAYMENT	\$ 1,943.19		
14-01342	MICHAEL CAMERLENGO			REFUND TAX OVERPAYMENT	\$ 1,355.44		
14-01343	ANGELA LAUFER			REFUND TAX OVERPAYMENT	\$ 3,757.42		
14-01344	WEICHERT TITLE AGENCY			REFUND TAX OVERPAYMENT	\$ 2,764.51		
14-01357	WATERS, MC PHERSON, MC NEILL			STATE TAX COURT JUDGMENT	\$ 262,016.47		
14-01371	LASSER HOCHMAN, LLC			STATE TAX COURT JUDGMENT	\$ 121,652.00		
14-01434	COUGHLIN DUFF LLP			STATE TAX COURT JUDGMENT	\$ 83,026.00		
	ITRUST			14-01179	PAM INVESTORS	REDEMPTION	\$ 1,025.38
				14-01273	JC LIU HOLDINGS, LLC	REDEMPTION	\$ 980.64
				14-01318	JMAM PARTNERS	REDEMPTION	\$ 36,492.70
ADM/CITY CCLERK	IOPERATING	14-01367	UNION COUNTY MUNICIPAL CLERKS'	SEMINAR MAY 2, 2014	\$ 60.00		
ADM/ELECTIONS	IOPERATING	14-01166	ROYAL PRINTING	PRIMARY- NOMINATION PETITIONS	\$ 435.00		
CAPITAL ACCOUNT	ICAPITAL	12-02807	REMINGTON & VERNICK ENGINEERS	HOBOKEN COVE & 1600 PARK	\$ 1,189.99		
CD DIRECTOR'S OFFICE	ESCROW	14-01479	MARAZITI, FALCON & HEALEY	SPECIAL LEGAL COUNSEL	\$ 1,038.00		
		14-01480	MARAZITI, FALCON & HEALEY	SPECIAL LEGAL COUNSEL	\$ 1,282.50		
		14-01482	MARAZITI, FALCON & HEALEY	SPECIAL LEGAL COUNSEL	\$ 855.00		
		13-03667	IFEDERAL	STARR WHITEHOUSE LANDSCAPE	DESIGN FOR BLK 12 PARK PROJECT	\$ 16.43	

CITY OF HOBOKEN  
CLAIMS LISTING  
MAY 7, 2014

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
CD DIRECTOR'S OFFICE	IOPERATING	12-03381	SHIRLEY M. BISHOP, P.P.,LLC	PRO. SERVICE - COAH PLANNER	\$ 178.75		
		13-03667	STARR WHITEHOUSE LANDSCAPE	DESIGN FOR BLK 12 PARK PROJECT	\$ 41,654.04		
		14-00130	MARAZITI, FALCON & HEALEY	SP LEGAL COUNSEL-REDEVELOPMENT	\$ 3,062.80		
		14-00187	MASER CONSULTING	PLANNER - NEUMANN LEATHERS	\$ 2,000.00		
		14-01274	BRANDY FORBES	REIMBURSE PLANNING LICENSE	\$ 130.00		
CD HISTORIC PRESERVATION COMM	IOPERATING	14-01234	NATIONAL ALLIANCE OF	MEMBERSHIP RENEWAL	\$ 100.00		
CD MLUL PB ESCROW ACCTS	ESCROW	14-01286	AUDIO EDGE TRANSCRIPTION LLC	DEVELOPERS ESCROW	\$ 495.00		
		14-01425	MASER CONSULTING	DEVELOPERS ESCROW	\$ 158.00		
CD MLUL PLANNING BOARD	IOPERATING	14-00493	NEW JERSEY PLANNING OFFICIALS	NJPO Training	\$ 77.00		
CD MLUL ZBA ESCROW ACCTS	ESCROW	13-04767	BEATTIE PADOVANO, LLC	DEVELOPERS ESCROW	\$ 644.00		
		14-01210	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 6,198.75		
		14-01285	300 WASHINGTON STREET CONDO	REFUND DEVELOPERS ESCROW	\$ 4,403.20		
		14-01426	ROSENBERG & ASSOCIATES	DEVELOPERS ESCROW	\$ 1,932.98		
CD MLUL ZONING BD OF ADJ	IOPERATING	14-00318	JERSEY JOURNAL	LEGAL ADVERTISEMENT	\$ 54.79		
		14-01266	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$ 1,450.00		
COMMUNITY DEVELOPMENT	ICDBG2818	14-01262	HOPES INC.	CITY MATCH HOPES INC.	\$ 3,960.92		
ES CENTRAL GARAGE	IOPERATING	14-00234	BUY WISE AUTO PARTS	2014 CG/PD VEHICLE BLANKET	\$ 99.44		
		14-00817	BEYER BROTHERS CORP.	CENTRAL GARAGE VEHICLE PARTS	\$ 115.00		
		14-01223	BORTEK INDUSTRIES, INC.	CENTRAL GARAGE VEHICLE PARTS	\$ 234.38		
		14-01224	ROBBINS & FRANKE, INC.	CENTRAL GARAGE/PD ALIGNMENT	\$ 60.00		
		14-01231	LORCO PETROLEUM SERVICES	CENTRAL GARAGE-OIL DISPOSAL	\$ 200.00		
		14-01294	DUBIN GLASS	CENTRAL GARAGE/PD WINDSHIELD	\$ 250.00		
		14-01295	QUALITY AUTOMALL	CENTRAL GARAGE VEHICLE PARTS	\$ 724.25		
		14-01421	KLINGER TIRE & SERVICE CO.	CENTRAL GARAGE TIRES	\$ 1,119.00		
		ES PUBLIC PROPERTY	IOPERATING	14-00327	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING SVC - BID 14-02	\$ 1,090.68
				14-00756	ENVIRONMENTAL CLIMATE CONTROL	Furnance Replacement ES	\$ 7,480.15
				14-01165	NESTLE WATERS INC	WATER COOLER RENTALS FEB 2014	\$ 191.92
				14-01271	COOPER PEST SOLUTIONS, INC.	PEST CONTROL MULTI CENTER	\$ 55.00
				14-01326	HOBOKEN LOCK & SUPPLY	FOR MULTI CENTER STORAGE	\$ 32.34
14-01337	ORD OFFICE RESOURCES & DESIGNS			CHAIRS CITY HALL	\$ 3,600.00		
14-01355	GENERAL LUMBER CO.			SUPPLIES MULTI SERVICE CENTER	\$ 90.92		
14-01364	CITY PAINT AND HARDWARE	MISC. SUPPLIES BUILDINGS	\$ 1,941.00				
14-01372	HOBOKEN LOCK & SUPPLY	DEADBOLT LOCK MULTI CENTER	\$ 420.00				
14-01373	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES FIRE DEP	\$ 375.00				
14-01382	ENVIRONMENTAL CLIMATE CONTROL	DELIVERED TARP/DRAIN CENTRAL G	\$ 1,967.25				
14-01388	HOBOKEN LOCK & SUPPLY	KEY CITY CLERK OFFICE	\$ 18.00				
14-01462	COOPER PEST SOLUTIONS, INC.	PEST CONTROL POLICE DEPARTMENT	\$ 100.00				
ES ROADS	IOPERATING	14-01320	STANDARD ELEVATOR, CORP	ELEVATOR REPAIR - COM. CENTER	\$ 8,303.50		
		14-00268	JOHN A. EARL CO.	ICE MELTER	\$ 1,600.50		

CITY OF HOBOKEN  
CLAIMS LISTING  
MAY 7, 2014

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ES ROADS	IOPERATING	14-00750	CLIFFSIDE BODY CORP.	KIT: MODULES 08 GMC PLOW 152	\$ 190.13		
		14-00979	TILCON NEW YORK	materials for potholes	\$ 5,145.28		
		14-00984	ONE CALL CONCEPTS, INC.	Environmental Services ROADS	\$ 84.18		
		14-01061	TRIOUS, INC.	Hose for Streets & Roads	\$ 285.00		
		14-01065	C.T.M. BULK HANDLERS	Salt Brine on 02/17/14	\$ 3,400.00		
		14-01086	TILCON NEW YORK	cold patch for potholes	\$ 7,717.92		
		14-01194	TILCON NEW YORK	COLD PATCH CITY STREETS	\$ 3,858.96		
		14-01275	CARGILL, INC.	DEICER SALT CENTRAL GARAGE	\$ 3,045.89		
		14-01356	NEWARK BRUSH CO. LLC	GUTTERBROOMS CENTRAL GARAGE	\$ 1,440.00		
		14-01359	ONE CALL CONCEPTS, INC.	MARK OUT CITY STREETS	\$ 101.26		
		14-01374	TILCON NEW YORK	COLD PATCH CITY STREETS	\$ 2,572.64		
		ES SOLID WASTE	IOPERATING	14-00977	CALI CARTING, INC.	Solid Waste & Recycling MARCH	\$ 128,333.33
				14-01088	HUDSON COUNTY IMPROVEMENT AUTH	Tonnage	\$ 10,550.67
14-01089	HUDSON COUNTY IMPROVEMENT AUTH			HCIA TONNAGE	\$ 163,007.51		
14-01387	CALI CARTING, INC.			SOLID WASTE/RECYCLING 4/14	\$ 130,515.00		
14-01390	CLEAN ALL TECH. CORP.			ORANGE TINT BAGS CENTRAL GAR.	\$ 2,652.00		
HS BD OF HEALTH	IOPERATING	13-04812	HUDSON REGIONAL HEALTH COMM.	3RD & 4TH QUARTER PAYMENT	\$ 8,354.50		
		14-00994	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL - FEBRUARY 2014	\$ 5,916.67		
		14-01322	LIBERTY HUMANE SOCIETY	AMIMAL CONTROL JAN-2014	\$ 250.01		
		14-01323	LIBERTY HUMANE SOCIETY	ANIMAL CONTROL MARCH 2014	\$ 5,916.67		
		14-01501	HUDSON REGIONAL HEALTH COMM.	CY-2014 ASSESSMENT 1-2ND QTR.	\$ 8,354.50		
HS CULTURAL AFFAIRS	ITRUST	14-00393	ANY EXCUSE FOR A PARTY INC.	MOONWALK RENTAL - HARVEST FEST	\$ 1,615.00		
		14-00588	CBS OUTDOOR	BILLBOARD ADVERTISEMENRT	\$ 1,200.00		
		14-01250	GENUA MULLIGAN PRINTING CORP.	PROMOTIONAL POSTERS FOR FEST.	\$ 235.32		
		14-01258	YIPPEE PRINTING CORP	T-SHIRTS FOR REC. DANCE PROG.	\$ 480.00		
		14-01588	ELIZABETH WEISS	OFFICE ASSISTANCE	\$ 1,692.00		
HS DIRECTOR'S OFFICE	ICAPITAL	13-00491	WILLIAMS SCOTSMAN, INC	TRAILER POLICE DEPARTMENT	\$ 1,418.26		
		14-01624	BOSWELL ENGINEERING	FIRE HOUSE	\$ 1,359.00		
		14-01624	BOSWELL ENGINEERING	POLICE HEADQUARTERS	\$ 342.00		
HS PARKS	IFEDERAL	14-01624	BOSWELL ENGINEERING	BATTING CAGE	\$ 598.50		
	IOPERATING	14-01261	SHORE BUSINESS SOLUTIONS	COPIER FOR HEALTH DEPT	\$ 7,650.00		
		14-01064	BOSWELL ENGINEERING	PIER C PARK REHABILATION	\$ 2,722.50		
	IO M FUND	14-01068	CHASAN,LEYNER & LAMPARELLO, PC	LEGAL SERVICES	\$ 8,792.56		
		14-01329	CHASAN,LEYNER & LAMPARELLO, PC	SERVICES RENDERED	\$ 7,264.08		
		14-01375	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 120.83		
		14-01625	BOSWELL ENGINEERING	PIER C REHABLITATION	\$ 312.00		
		IOPERATING	13-05079	MATERA'S NURSERY	EQUIPMENT	\$ 7,024.00	
			14-01073	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR PARKS	\$ 133.37	
	14-01330	MATERA'S NURSERY	MISC. SUPPLIES/REPAIR EQUIP	\$ 688.60			

CITY OF HOBOKEN  
CLAIMS LISTING  
MAY 7, 2014

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
HS PARKS	IOPERATING	14-01331	HOBOKEN GLASS COMPANY	REPLACE DOUBLE PANE GLASS	\$ 175.00		
		14-01332	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00		
		14-01369	CITY PAINT AND HARDWARE	MISC. SUPPLIES PARKS 3/14	\$ 308.57		
		14-01445	FCA LIGHTING	LIGHT BULBS FOR PARKS	\$ 3,528.00		
	ITRUST	13-03952	LOU'S LANDSCAPING & DESIGN INC	PAVER REPAIRS (47,180 SF)	\$ 11,572.75		
HS RECREATION	IOPERATING	14-01333	PATRICK CIRIELLO	SERVICES RENDERED SWIM INSTR.	\$ 300.00		
		14-01489	DERRICK LADSON	REIMBURSEMENT	\$ 257.06		
	ITRUST	14-01614	STAN'S SPORT CENTER	T-SHIRTS FOR MEN'S BB LEAGUE	\$ 2,800.00		
	ITRUST REC FEES	14-00615	HOVIE FORMAN	BUS DRIVER FOR RECREATION PROG	\$ 168.00		
PS FIRE	IOPERATING	13-05169	SKYLINE GRAPHIC MANAG. INC.	CAR 154/155 LETTERING ETC	\$ 2,500.00		
		14-00332	ALL HANDS FIRE EQUIPMENT	LADDER REPLACEMENT/SANDY ACCT	\$ 6,577.67		
		14-00688	FF1 PROFESSIONAL SAFETY SER.	EQUIPMENT REPLACEMENT/SANDY	\$ 1,869.00		
		14-00902	STAN ENGRAVING	ACCOUNTABILITY TAGS	\$ 128.00		
		14-01060	CITY PAINT AND HARDWARE	GENERAL EXPENSES	\$ 209.90		
		14-01063	ALL HANDS FIRE EQUIPMENT	REPAIRS	\$ 125.00		
		14-01083	AIR PURIFIERS, INC.	REPAIRS TO EXHAUST SYSTEM	\$ 1,182.50		
		14-01244	MAGIC TOUCH CONSTRUCTION CO.,	HQ BATHROOM REPAIRS	\$ 1,646.40		
		14-01246	COMPREHENSIVE PSYCHOLOGICAL	PSYCHOLOGICAL EVALUATIONS	\$ 100.00		
		14-01248	SHORE SOFTWARE	ONLINE BACKUP	\$ 69.95		
		14-01360	HOBOKEN LOCK & SUPPLY	KEYS	\$ 21.50		
		14-01361	HOBOKEN GLASS COMPANY	8TH STREET SCREEN REPAIR	\$ 90.00		
		14-01362	FIRE FIGHTERS EQUIPMENT CO.	SCBA REPAIRS	\$ 803.87		
		14-01363	KLINGER TIRE & SERVICE CO.	APPARATUS TIRES	\$ 1,420.00		
		PS FIRE SAFETY	IFIRE ED	14-01081	HOBOKEN C W LLC	Car Washes	\$ 181.00
				14-01257	CITY PAINT AND HARDWARE	Maintenance Supplies	\$ 154.04
		PS POLICE	IOPERATING	13-02809	TROPIC TINT	TINT FOR UNMARKED VEHICLES	\$ 960.00
				13-02936	HR DIRECT	HR DIRECT PAYMENT	\$ 449.58
				13-04721	S. MANZO UNIFORM CO INC	CLASSII UNIFORMS	\$ 7,488.00
13-05091	WEST GROUP - THOMSON REUTERS			NOV MONTHLY CHARGES	\$ 131.10		
14-00137	SDI TRICOM INTERNATIONAL LLC			TERRORISM COURSE	\$ 235.00		
14-00387	TURNOUT FIRE & SAFETY, INC.			CLASS II DUTY GEAR	\$ 1,400.77		
14-00642	THE 200 CLUB HUDSON COUNTY			YEARLY DUES	\$ 250.00		
14-00820	LEXIS NEXIS			CRIM & TITLE 39 BOOKS	\$ 964.78		
14-00824	DRAEGER SAFETY DIAGNOSTICS			ALCOTEST SIMULATOR	\$ 155.00		
14-00827	BEST FRIENDS PET CARE, INC.			K9 CRATE	\$ 138.99		
14-00970	GOLD TYPE BUSINESS MACHINE			YEARLY SERVICE	\$ 948.00		
14-01235	TYCO INTEGRATED SECURITY			QUARTERLY 4/1/14-6/20/14	\$ 331.43		
14-01276	TRIANGLE COMMUNICATIONS			SHIPPING	\$ 20.00		
14-01278	ENTERPRISE CONSULTANTS			INSTALL AND MOVE EQUIP	\$ 645.00		

CITY OF HOBOKEN  
CLAIMS LISTING  
MAY 7, 2014

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
PS POLICE	IOPERATING	14-01279	UNION CITY POLICE DEPT	RDF LEPRECON	\$ 5,264.64		
		14-01283	TROPIC TINT	WINDOW TINT UNMARKED CARS	\$ 240.00		
		14-01383	FOREMOST PROMOTIONS	VARIOUS SCHOOL BUREAU ACT.	\$ 4,500.00		
		14-01384	FULL HOUSE PRINTING	JR POLICE ACADEMY BROCHURES	\$ 225.00		
		14-01385	CITY PAINT AND HARDWARE	MARCH MONTHLY	\$ 225.80		
		14-01386	LINDABURY,MCCORMICK	LEGAL SERVICE PLAN	\$ 3,900.00		
		14-01472	NJICLE	PUBLIC EMP LAW CONFERENCE	\$ 270.00		
		14-01534	CABLEVISION	CABLE BILL 4/8-5/7	\$ 789.16		
		14-01595	ENTERPRISE RENT A CAR	RENTAL FOR INVESTIGATION	\$ 660.88		
		14-01600	ADMIT COMPUTER SERVICES INC.	SOFTWARE MAIN. JAN-JUNE 2014	\$ 20,272.50		
		UNCLASSIFIED	IOPERATING	14-01594	HOBOKEN JOINT MEMORIAL COMM.	2014 MEMORIAL DAY PARADE CONTR	\$ 5,000.00
		UNCLASSIFIED ELECTRICITY	IO M FUND	14-01555	PSE&G COMPANY	APRIL 2014 - PIER C	\$ 269.41
			IOPERATING	14-01576	PSE&G COMPANY	ELECTRIC UTILITY - MARCH 2014	\$ 17,641.62
		UNCLASSIFIED GASOLINE	IOPERATING	14-01593	EXXONMOBIL FLEET GECC	GASOLINE FOR 4/14	\$ 29,286.36
UNCLASSIFIED INSURANCE	IOPERATING	14-00556	GABRIEL FERRAIUOLO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-00557	EILEEN FERRAIUOLO	MEDICARE PART B REIMBURSEMENT	\$ 1,246.80		
		14-00995	MARION R. CICALA	MEDICARE PART B REIMBURSEMENT	\$ 2,139.60		
		14-00998	LINDA M. DIVINCENT	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01000	PATRICK FERRANTE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01001	DONNA L. FERRANTE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01003	THOMASINE GIANI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01004	HARRY W. KORTMAN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01019	MADLINE J. SAULINO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01020	PETER VUKAS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01034	MICHAEL V. SINNO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01035	MICHAEL J. BAVARO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01036	CONGETTA BAVARO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01038	ANTONIA CASSIRER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01039	WILLIAM E. DENO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01040	DIANE D DENO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01041	ARTHUR R KIRSCHNER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01042	EILEEN KIRSCHNER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01043	DOLORES M. MARZOCCA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01044	ANN MEYER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01046	ENID MURACA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01054	JEANETTE WEBER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01055	JOAN B. GOLIZIO	MEDICARE PART B REIMBURSEMENT	\$ 1,762.80		
		14-01056	FRANCIS A CASTELLANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		14-01130	DOLORES A ANGELO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		

CITY OF HOBOKEN  
CLAIMS LISTING  
MAY 7, 2014

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
UNCLASSIFIED INSURANCE	IOPERATING	14-01133	JEAN M. AVITABLE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		14-01134	MARYANN KENNEDY	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		14-01181	GERARD PETERSON	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		14-01184	TIERNEY S PICARDAL PISCOPO	MEDICARE PART B REIMBURSEMENT	\$ 881.40
		14-01185	MARY RUSSO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		14-01189	CARMEN V. LABRUNO	MEDICARE PART B REIMBURSEMENT	\$ 629.40
		14-01190	ROBERT J. BUONCUORE	MEDICARE PART B REIMBURSEMENT	\$ 2,688.40
		14-01198	PAUL LANZO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		14-01309	JOSEPH R. RICCARDI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		14-01310	GILBERT L. LACCITIELLO	MEDICARE PART B REIMBURSEMENT	\$ 629.40
		14-01437	GARDEN STATE MUNI.JOINT INSURA	SANDY PROPERTY DEDUCTIBLE	\$ 1,425.00
		14-01529	VISION SERVICE PLAN, INC.	VISION INSURANCE FEB/MAR 2014	\$ 20,490.45
		14-01530	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INS. APRIL 2014	\$ 1,679,304.36
		14-01531	BLUE CROSS BLUE SHIELD NJ D	DENTAL INSURANCE MAR/APR 2014	\$ 86,421.46
		14-01612	JOHN F. CARRIER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
UNCLASSIFIED STREET LIGHTING	IOPERATING	14-01575	PSE&G COMPANY	STREET LIGHTING - MARCH 2014	\$ 48,268.26
UNCLASSIFIED TELEPHONE	IOPERATING	14-01366	ENTERPRISE CONSULTANTS	TELEPHONE MAINTENANCE CH 3/14	\$ 1,000.00
		14-01493	CANON FINANCIAL SERVICES, INC.	FAX MACHINE-MAINTENANCE	\$ 661.77
		14-01494	CABLEVISION LIGHTPATH, INC.	INTERNET SVS 3/14	\$ 2,836.55
UNCLASSIFIED TOWING & STORAGE	IOPERATING	14-01240	MILE SQUARE TOWING	TOWING SERVICE 2-3/14	\$ 320.00
UNCLASSIFIED/STATIONERY	IOPERATING	14-00036	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 2,121.37
		14-00059	OFFICE DEPOT	OFFICE SUPPLIES	\$ 748.61
		14-01211	M.G.L. FORMS-SYSTEMS LLC	PURCHASE ORDER PAPER	\$ 1,621.00
		14-01272	OFFICE DEPOT	BUSINESS CARDS J.TOOKE&J.CAREY	\$ 79.98
		14-01495	FEDEX	FEDEX GROUND-DRUMS FOR FAX	\$ 127.66
HS SENIOR CITIZEN PROGRAM	IOPERATING	14-01620	E-Z PASS CUSTOMER SERVICE CTR	REPLENISH E-Z PASS ACCOUNT	\$ 500.00
<b>Grand Total</b>					<b>\$ 4,139,323.44</b>

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER  
 OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES  
 OF THE CITY OF HOBOKEN, FOR THE PERIOD:

<u>27-Mar-14</u>	<b>TO</b>	<u>09-Apr-14</u>	Paydate	4/16/2014	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	4-01-20-105	10,256.80	0.00	0.00	10,256.80
MAYOR'S OFFICE	4-01-20-110	10,728.86	0.00	0.00	10,728.86
CITY COUNCIL	4-01-20-111	8,358.02	0.00	0.00	8,358.02
BUS ADMINISTRATOR	4-01-20-112	17,393.50	0.00	0.00	17,393.50
ABC BOARD	4-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	4-01-20-114	6,821.32	0.00	0.00	6,821.32
GRANTS MANAGEMENT	4-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	4-01-20-120	19,911.76	3,224.09	0.00	23,135.85
ELECTIONS	4-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	4-01-20-130	23,149.19	0.00	0.00	23,149.19
ACCOUNTS/CONTROL	4-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	4-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	4-01-20-145	9,470.81	0.00	0.00	9,470.81
ASSESSOR'S OFFICE	4-01-20-150	13,284.96	0.00	0.00	13,284.96
CORPORATE COUNSEL	4-01-20-155	12,898.49	0.00	0.00	12,898.49
COMMUNITY DEVELOPMENT	4-01-20-160	7,116.12	0.00	0.00	7,116.12
PLANNING BOARD	4-01-21-180	2,100.81	596.45	0.00	2,697.26
ZONING OFFICER	4-01-21-186	7,533.14	0.00	0.00	7,533.14
HOUSING INSPECTION	4-01-21-187	6,777.77	148.50	0.00	6,926.27
CONSTRUCTION CODE	4-01-22-195	24,230.77	512.30	0.00	24,743.07
POLICE DIVISION	4-01-25-241-011	500,602.01	36,969.37	0.00	537,571.38
POLICE CIVILIAN	4-01-25-241-016	34853.72	664.44	0.00	35,518.16
POLICE DIVISION CL CLASS II	4-01-25-241-015	8,720.00	0.00	0.00	8,720.00
Worker's Comp		0.00	0.00	16,319.57	16,319.57
Court Time - Class II		0.00	0.00	180.00	180.00
CROSSING GUARDS	4-01-25-241-012	16,701.28	0.00	0.00	16,701.28
Worker's Comp		0.00	0.00	297.08	297.08
EMERGENCY MANAGEMENT	4-01-25-252	16,423.05	0.00	0.00	16,423.05

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	4-01-25-266	448,552.19	12,008.88	0.00	460,561.07
Fire - Straight Time (Differential)		0.00	0.00	163.20	163.20
FIRE CIVILIAN	4-01-25-266-016	21,457.92	0.00	0.00	21,457.92
STREETS AND ROADS	4-01-26-291-011	21,264.69	839.52	0.00	22,104.21
Snow Removal	4-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	4-01-26-290	4,602.80	0.00	0.00	4,602.80
RECREATION SEASONAL EMP	4-0128370016	3,676.00	0.00	0.00	3,676.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
CENTRAL GARAGE	4-01-26-301	5,934.16	734.67	0.00	6,668.83
SANITATION	4-01-26-305	24,567.65	2,446.04	0.00	27,013.69
LICENSING DIVISION	4-31-55-501-101	1,512.87	0.00	0.00	1,512.87
HUMAN SRVCS DIR OFFICE	4-01-27-330	7,831.22	0.00	0.00	7,831.22
BOARD OF HEALTH	4-01-27-332	23,487.04	231.08	0.00	23,718.12
CONSTITUENT SRCS	4-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	4-01-27-336	15,167.86	399.87	0.00	15,567.73
RENT STABILIZATION	4-01-27-347	11,097.77	0.00	0.00	11,097.77
TRANSPORTATION	4-01-27-348	0.00	0.00	0.00	0.00
RECREATION	4-01-28-370	10,474.61	0.00	0.00	10,474.61
Other Earnings - Referee		0.00	0.00	140.00	140.00
PARKS	4-01-28-375	14,900.16	941.39	0.00	15,841.55
PUBLIC PROPERTY	4-01-28-377	30,519.12	1,729.94	0.00	32,249.06
Works Comp		0.00	0.00	1,232.84	1,232.84
O & M TRUST	T-24-20-700-020	3,956.29	0.00	0.00	3,956.29
MUNICIPAL COURT	4-01-43-490	40,066.24	0.00	0.00	40,066.24
PARKING UTILITY	4-31-55-501-101	134,842.34	10,396.86	0.00	145,239.20
Worker's Comp		0.00	0.00	1,586.96	1,586.96
MUN COURT OVERTIME	T-0440000-037	0.00	3,333.86	0.00	3,333.86
TRUST - RECREATION ADULT PROG	T-04-40-000-108	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
<b>OTHER:</b>					
TRUST FUND	4-01-28-375-014	0.00	0.00	0.00	0.00
TRUST PAL	T-04-40-000-004	795.48	0.00	0.00	795.48
Tennis Clinic	T-04-04-000-110	0.00	0.00	0.00	0.00
CULTURAL AFFAIRS AFFAIRS	4-01-271-760-11	3,339.49	0.00	0.00	3,339.49
SALARY ADJUSTMENT	4-01-36-478-000	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-44-701-389 DWI	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-04-40-000-006	0.00	0.00	50,503.00	50,503.00
HLTH INS EMP WAIV COMP	4-01-30-400-WVR	0.00	0.00	0.00	0.00
SALARY AND WAGES	4-01-46-870-014	0.00	0.00	0.00	0.00
<b>GRAND TOTAL</b>		1,585,378.28	75,177.26	70,579.57	1,731,135.11
					1,731,135.11

Introduced by: DAVID MELLO  
Seconded by: JEN GIATTINO

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**THIS RESOLUTION APPOINTS DAVID DENING TO THE HOBOKEN HOUSING AUTHORITY FOR A (5) FIVE YEAR TERM WHICH WILL EXPIRE ON MAY 3, 2019**

**WHEREAS**, pursuant to the Code of the City of Hoboken 38-1, the City of Hoboken has established a Housing Authority; and

**WHEREAS**, the code of the City of Hoboken 38-2 provides for seven (7) members to serve on the Hoboken Housing Authority Board; and

**WHEREAS**, New Jersey law gives authority to the City Council to appoint (5) five members serving on the Hoboken Housing Authority Board; and

**WHEREAS**, there is currently an expired position on the Hoboken Housing Authority Board, due to the expiration of the prior term of Edwardo Gonzalez, and the newly appointed commissioner's term shall commence immediately and shall expire on May 3, 2019; and

**WHEREAS**, the City Council wishes to appoint David Dening of 200 Hudson St. Apt. 3F, Hoboken, New Jersey 07030 to the position.

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Hoboken hereby appoints **David Dening of 200 Hudson St. Apt. 3F, Hoboken, New Jersey**, to serve as a member of the Hoboken Housing Authority for the recently expired term of Commissioner Gonzalez, for a five (5) year term, which commences immediately upon oath, and expires on May 3, 2019.

**MEETING: May 7, 2014**

**REVIEWED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

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

Introduced by: Mason  
Seconded by: Occhipinti

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**THIS RESOLUTION REAPPOINTS EDUARDO GONZALEZ TO THE  
HOBOKEN HOUSING AUTHORITY FOR A (5) FIVE YEAR TERM  
WHICH WILL EXPIRE ON MAY 3, 2019**

WHEREAS, pursuant to the Code of the City of Hoboken 38-1, the City of Hoboken has established a Housing Authority; and

WHEREAS, the code of the City of Hoboken 38-2 provides for seven (7) members to serve on the Housing Authority; and

WHEREAS, New Jersey law gives authority to the City Council to appoint (5) five members serving on the Housing Authority; and

WHEREAS, there is currently an expiring position on the Hoboken Housing Authority Board, currently held by Eduardo Gonzalez, and the new commissioner's term shall commence immediately and shall expire on May 3, 2019; and

WHEREAS, the City Council wishes to appoint Eduardo Gonzalez of 402 9<sup>th</sup> Street Apt 5D, Hoboken, New Jersey 07030 to the position.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken hereby appoints Eduardo Gonzalez of 402 9<sup>th</sup> Street Apt 5D, Hoboken, New Jersey 07030, to serve as a member of the Hoboken Housing Authority for the five (5) year term, which commences immediately upon oath, and expires on May 3, 2019.

Reviewed:

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

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

Meeting Date: May 7, 2014

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

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2014 APR 30 PM 3:35  
CITY CLERK  
HOBOKEN, NJ 07030

Introduced By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO:**

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF  
A INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT WITH  
FRANK PASQUALE LIMITED PARTNERSHIP (ALSO KNOWN AS “LORIEN  
LOFTS,” 1024 ADAMS STREET) INCLUDING PROVISIONS FOR AN ESCROW  
DEPOSIT TO DEFRAY THE COSTS OF THE CITY IN THE NEGOTIATION OF A  
REDEVELOPMENT AGREEMENT**

**WHEREAS**, in order to stimulate redevelopment, the City of Hoboken (the “City”) by resolution designated certain properties in the City as areas in need of redevelopment (“Redevelopment Area”) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., as amended and supplemented; and

**WHEREAS**, the City by ordinance adopted the North West Redevelopment Plan which has been amended from time to time, and which sets forth the plan for the Redevelopment Area; and

**WHEREAS**, the property designated as Block 100, Lot 10 on the Tax Map of the City and commonly known as 1024 Adam Street, Hoboken, NJ 07030, also known as Lorien Lofts (“Project Site”) is included in the Redevelopment Area; and

**WHEREAS**, Frank Pasquale Limited Partnership is the owner of the Project Site; and

**WHEREAS**, Frank Pasquale Limited Partnership has submitted a Pre-Submission Form to the City of Hoboken on April 4, 2014, which seeks designation as the Redeveloper of the Project Site and contains a proposal for redevelopment of the Project Site, which provides for the development of a six (6) story, eleven (11) unit residential building with twelve (12) parking spaces with a state of the art environmentally friendly structure, passive and active solar elements, and natural gas cogeneration for power and heating; and

**WHEREAS**, the City requires that prospective redevelopers, pay the reasonable costs incurred by the City in reviewing and evaluating the prospective redeveloper’s proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other Interim Costs (as defined in the Interim Cost and Conditional Designation Agreement) related to this matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be; and

**WHEREAS**, the City has prepared a form the Interim Cost and Conditional Designation Agreement, whereby Frank Pasquale Limited Partnership would pay the reasonable costs incurred by the City in reviewing and evaluating Frank Pasquale Limited Partnership’s redevelopment proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other Interim Costs (as defined in the Interim Cost and Conditional Designation Agreement) related to this matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be;

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

1. The Mayor is hereby authorized to execute a Interim Cost and Conditional Designation Agreement between the City of Hoboken and Frank Pasquale Limited Partnership, in the form attached hereto as Schedule A or in a form substantially similar thereto.
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

**REVIEWED BY:**

**APPROVED AS TO FORM:**

---

Quentin Wiest,  
Business Administrator

---

Melissa L. Longo, Esq.  
Corporation Counsel

**Meeting Date: May 7, 2014**

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

**INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF HOBOKEN AND FRANK PASQUALE LIMITED PARTNERSHIP**  
**(ALSO KNOWN AS "LORIEN LOFTS," 1024 ADAMS STREET)**

This Agreement dated as of May \_\_\_\_, 2014, by and between the CITY OF HOBOKEN, ("City" or "Hoboken"), having offices at 94 Washington Street, Hoboken, New Jersey 07030, acting pursuant to the provisions of the Local Redevelopment and Housing Law, and Frank Pasquale Limited Partnership, a Limited Partnership authorized to do business in New Jersey, with offices at 807 Four Seasons Drive, Wayne, NJ 07470.

WITNESSETH

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

WHEREAS, Frank Pasquale Limited Partnership is the owner of Block 100, Lot 10 on the Tax map of the City of Hoboken, located at 1024 Adam Street ("Project Site"), which located in the North West Redevelopment Area and subject to the North West Redevelopment Plan; and

WHEREAS, the City desires that the Project Site be developed in accordance with the ("Redevelopment Plan");

WHEREAS, on April 4, 2014, Frank Pasquale Limited Partnership submitted a Pre-Submission Form to the City of Hoboken, which seeks designation as the Redeveloper of the Project Site; and

WHEREAS, in the Pre-Submission Form, attached hereto as Schedule A, Frank Pasquale Limited Partnership proposes to develop a six (6) story, eleven (11) unit residential building with twelve (12) parking spaces with a state of the art environmentally friendly structure, passive and

active solar elements, and natural gas cogeneration for power and heating (“Proposed Project”) also known as Lorien Lofts, attached hereto as Schedule B; and

WHEREAS, Frank Pasquale Limited Partnership desires to negotiate a Redevelopment Agreement to redevelop the Project Site, generally along the lines of the proposal submitted by Frank Pasquale Limited Partnership and in accordance with the provisions of the Redevelopment Plan; and

WHEREAS, the City shall during the Interim Period (defined below) negotiate exclusively with Frank Pasquale Limited Partnership with regard to the proposal for the redevelopment of the Project Site; and

WHEREAS, the City requires Frank Pasquale Limited Partnership pay the reasonable costs incurred by the City associated with the review of Frank Pasquale Limited Partnership’s proposal, and the drafting and negotiation of a Redevelopment Agreement, and all other costs and expenses related to this matter prior to the execution of a Redevelopment Agreement (should such an Agreement be executed), or the determination by the City that such an Agreement cannot be executed (should that result occur); and

WHEREAS, the parties shall in good faith undertake the negotiation of a Redevelopment Agreement including but not limited to density, affordable housing, unit mix and parking for the new project; and

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

1. Conditional Designation. Upon the complete execution of this Agreement, Frank Pasquale Limited Partnership shall be the conditional designated Redeveloper for the Project Site, on the express and absolute condition that the parties shall successfully

negotiate and execute a Redevelopment Agreement within the time frame set forth herein. The parties acknowledge that the redevelopment of the Project Site will be pursuant to the terms of the Redevelopment Agreement. In the event that the parties are unable to reach agreement on the terms of a Redevelopment Agreement, this Conditional Designation and Interim Cost Agreement shall be terminated and the designation in this paragraph shall immediately end.

2.           The "Interim Period." The Interim Period shall be the 90-day period that commences on the date of this Agreement, during which the City agrees to negotiate exclusively with Frank Pasquale Limited Partnership toward the execution of a Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and Frank Pasquale Limited Partnership. Such 90-day period may be extended by the City in its sole discretion. At the conclusion of the Interim Period, or any time during an extension of such Period, either party may, at its sole discretion, cease negotiations and cancel this Conditional Designation and Interim Cost Agreement. In the event that this Agreement is cancelled, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3(B) hereof.

3.           Payment of Interim Costs.

A.           "Interim Costs" shall include, but not be limited to, all reasonable expenses and costs incurred by the City during the Interim Period in connection with the review of the redevelopment Proposal of Frank Pasquale Limited Partnership, the review of additional information provided by Frank Pasquale Limited Partnership, and the preparation and negotiation of the Redevelopment Agreement and all reasonable staff time and fees and costs of any professional consultant, contractor or vendor retained by the City during the Interim Period in connection with same.

B.           Frank Pasquale Limited Partnership shall pay all reasonable

Interim Costs incurred by Hoboken from the date on which this Agreement is executed to the time the City and Frank Pasquale Limited Partnership enter into a Redevelopment Agreement or to the time either party determines that a Redevelopment Agreement cannot be executed for any reason (hereinafter referred to as the "Interim Period"). Frank Pasquale Limited Partnership shall pay all Interim Costs incurred during the Interim Period, even if the Redevelopment Agreement is not executed for any reason. Frank Pasquale Limited Partnership agrees that in the event the parties continue negotiations following the expiration of the 90-day Interim Period, all costs incurred by the City related to such additional negotiations shall be included in the definition of Interim Costs and shall be paid by Frank Pasquale Limited Partnership in the same manner as Interim Costs.

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

D. In the Event that a Redevelopment Agreement is not executed and this Conditional Designation and Interim Cost Agreement is terminated, the City shall draw down the Project Funds to pay all invoices for Interim Costs incurred up to the date of

termination. Within thirty (30) days from the date of termination the City shall return all remaining Project Funds to Frank Pasquale Limited Partnership. In the event that a Redevelopment Agreement is executed, the Project Funds shall remain with the City to cover any additional Interim Costs incurred by the City and to cover Interim Costs incurred by the City pursuant to the Redevelopment Agreement, which Redevelopment Agreement shall contain a provision providing for the payment of such costs.

4. Scope. The parties have had preliminary discussions regarding the scope of the Project to be covered by the Redevelopment Agreement which is contained in the Pre-Submission Form prepared by Frank Pasquale Limited Partnership and attached to this Agreement as Schedule A. The parties agree that the description set forth in the Pre-Submission Form shall provide the basis for negotiation of the Redevelopment Agreement. The parties further agree that the parties are not bound by the terms set forth in the Pre-Submission Form nor does the Pre-Submission Form contain an exhaustive list of all terms, conditions and obligations to be included in the Redevelopment Agreement.

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

**PASQUALE LIMITED PARTNERSHIP**

Attest:

\_\_\_\_\_

By:

Frank F. Pasquale

**CITY OF HOBOKEN**

Attest:

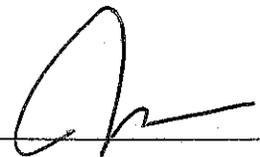
\_\_\_\_\_

By:

Dawn Zimmer  
Mayor, City of Hoboken

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

I CERTIFY that on April 23, 2014, Frank Pasquale  
personally came before me, and this person acknowledged under oath, to my satisfaction, that  
this person, is the Managing Partner of Frank Pasquale Limited Partnership, a Limited  
Partnership, which is the company named in this document; and signed and delivered this  
document as his/her act and deed on behalf of the said Limited Partnership.

  
\_\_\_\_\_  
Secretary

Signed and sworn to before me

on \_\_\_\_\_, 2014.

JAMES SHURKEY, Notary  
Anthony AT Lin  
of New Jersey

\_\_\_\_\_  
Notary Public

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

I CERTIFY that on \_\_\_\_\_, 2014, James J. Farina, RMC,  
personally came before me, and this person acknowledged under oath, to my satisfaction, that:

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

\_\_\_\_\_  
\_\_\_\_\_

Signed and sworn to before me  
on \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

# **SCHEDULE A**

James J. Burke, Esq.\*  
E-Mail: [jim@attorneyburke.com](mailto:jim@attorneyburke.com)

James P. Sweeney, Esq.\*^  
Of Counsel  
E-Mail: [sweeney@attorneyburke.com](mailto:sweeney@attorneyburke.com)

\* Admitted in New Jersey and New York  
- Master of Laws in Taxation  
^ Certified Public Accountant in New York

**JAMES J. BURKE  
&  
ASSOCIATES, LLC**

ATTORNEYS AT LAW  
235 Hudson Street  
HOBOKEN, NEW JERSEY 07030  
Telephone: (201) 610-0800  
Facsimile: (201) 610-1170

Joanne Clark, Esq.\*+  
Of Counsel  
E-Mail: [staff@attorneyburke.com](mailto:staff@attorneyburke.com)

**RECEIVED**

APR 7 2014

BY HOBOKEN PLANNING BOARD

April 4, 2014

**Via Hand Delivery**

Attn: Brandy Forbes  
Director of Community Development  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

RE: Application of Frank Pasquale Limited Partnership  
("Owner") requesting designation as redeveloper of  
1024 Adams Street, Hoboken, New Jersey ("Site")

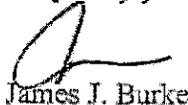
Dear Ms. Forbes:

On December 23, 2013 I submitted an application to you regarding the above captioned matter.

There have been some changes made to the plans and revised plans were submitted to you yesterday. Enclosed please find the Second Amended and Restated Pre-Submission Form.

Should you have any questions please do not hesitate to contact me.

Very truly yours,



James J. Burke

RECEIVED

APR 7 2014

# CITY OF HOBOKEN

BY HOBOKEN PLANNING BOARD

## PRE-SUBMISSION FORM

### REQUEST FOR DESIGNATION AS REDEVELOPER

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

#### I. APPLICANT INFORMATION SECOND AMENDED AND RESTATED

Name: Frank Pasquale Limited Partnership

Address: 807 Four Seasons Drive

Wayne, New Jersey 07470

Telephone: 973-333-9044 Fax: \_\_\_\_\_

Email: fapasquale@gmail.com

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

#### II. SUBJECT PROPERTY / SITE INFORMATION

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

Block: 100

Lot: 10

Address: 1024 Adams Street, Hoboken

B. Site Dimensions: 50' x 100' Area (sq. ft.): 5000

C. Redevelopment Area: NWRZ (1)

- D. Description of existing structure(s): 2 Story Brick
- E. Description of present use: Office

**III. RELATIONSHIP OF APPLICANT TO THE PROJECT SITE**

Owner: Frank Pasquale Limited Partnership

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

Contract Purchaser:

\_\_\_\_\_

Other (please specify):

\_\_\_\_\_

**IV. APPLICANT PROFESSIONALS (as applicable) See # 4 in cover letter**

A. **Attorney:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

B. **Architect:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

C. **Engineer:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

D. Planner: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**V. REASON FOR APPLICATION / PURPOSE**

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

Owner intends to develop the site into a six (6) story eleven (11) unit residential building with twelve (12) parking spaces. Project is now known as Lorien Lofts. Building will be a state of the art environmentally friendly structure. Passive solar and active solar elements will be incorporated (see copy of architectural plans for more detail). Most notably, the owner intends to incorporate natural gas cogeneration for power and heating. Lead Gold Certification is the Owner's goal.

Owner believes this will be the first building in Hudson County to incorporate natural gas cogeneration. In the event of power loss due to weather events or for any other reason the building will, because of these cutting edge designs, be able to maintain a level of power to service the building.

**VI. DESCRIPTION OF PROPOSED PROJECT**

A. Proposed Use(s): 11 Unit Residential Building

B. Proposed Setbacks:

Front 0 Side 1 0 Side 2 0 Rear Yard 0

C. Proposed Building(s):

Bldg. Ht. (feet) 65 Bldg. Ht. (stories) 6

Bldg. Ht. (feet)     Bldg. Ht. (stories)    

Bldg. Ht. (feet)     Bldg. Ht. (stories)    

D. Proposed Lot Coverage: 100% 1<sup>st</sup> Floor 82% Upper

E. Proposed Number of Residential Units:

Market Rate: 11

Affordable:  0

Low Income:  0

F. Proposed Commercial / Office Area (sq. ft.):  0

G. Proposed Commercial / Retail Area (sq. ft.):  0

H. Accessory Parking (# spaces):  11

I. Public Parking (# spaces):  0

J. Proposed Schedule for Construction / Completion: 1 year from Planning Board Approval

## VII. PUBLIC BENEFITS AND AMENITIES

A. Open Space: \_\_\_\_\_

B. Public Space: \_\_\_\_\_

C. Jobs Created: \_\_\_\_\_

D. Other: \_\_\_\_\_

## VIII. REQUIRED SUBMISSIONS

1. Contribution Disclosure Statement (mandatory)
2. Description of Applicant Qualifications
  - a. List of prior experience
  - b. References
  - c. Description of project team members and qualifications
  - d. Demonstration of financial qualifications
3. Description of Project
  - a. Use
  - b. Building number and size
  - c. Parking
  - d. Estimated number of residents and employees
  - e. Public benefits and amenities, such as open space
  - f. Method for addressing any affordable housing requirements
  - g. Proposed method of financing
4. Project Site Survey - Showing spot elevations

## **Design Team**

### **Frank Pasquale**

461 11<sup>th</sup> Street  
Hoboken, NJ 07030  
Tel: 973-590-7478  
Fax: 201-683-8588  
[fapasquale@gmail.com](mailto:fapasquale@gmail.com)

### **James Burke, Esq.**

235 Hudson Street  
Hoboken, New Jersey 07030  
Tel: 201-610-0800  
Fax: 201-610-1170  
[Jim@attorneyburke.com](mailto:Jim@attorneyburke.com)

### **Nastasi Architects**

321 Newark Street  
Hoboken, New Jersey 07030  
Tel: 201-653-2577  
Fax: 201-653-2642  
[john@nastasiarchitects.com](mailto:john@nastasiarchitects.com)

### **John Nastasi, P. C.**

321 Newark Street  
Hoboken, New Jersey 07030  
Tel: 201-653-2577  
Fax: 201-653-2642  
[john@nastasiarchitects.com](mailto:john@nastasiarchitects.com)

### **Ann Marie Pelletier**

Tel: 201-710-5499  
Cell: 201-966-9456  
[amprealty@gmail.com](mailto:amprealty@gmail.com)

### **Tom Chartier**

Chartier Group  
70 Monroe Street  
Hoboken, New Jersey 07030  
Tel: 201-420-1237  
Fax: 201-683-4447  
Cell: 201-294-4244  
[Thomas@chartier-group.com](mailto:Thomas@chartier-group.com)

**Jack Despenza**

Tel/Fax: 908-876-5774

Cell: 908-797-2662

jackDispenza@gmail.com

**If there are images in this attachment, they will not be displayed. Download the original attachment**

### **Design Team**

As the developer of this project I am extremely proud of the following individuals who will join us in the development of this project. I feel that the diverse backgrounds, knowledge and experience create a dynamic forward thinking group. This synergy will guarantee the successful development which will be a state of the art environmentally friendly development which will be a proud addition to the landscape of the City of Hoboken.

### **Project Director- Frank Pasquale**

I have a degree in engineering and have over 35 years of design and development experience. I have been a successful small business owner for 20 years working primarily out of Hoboken. I am a graduate of The University of Michigan Advanced Automotive Technology and Design School and I also am a graduate of the General Motors School of Aerodynamics at Stanford University. Over the years I have been granted 33 US and International patents in Design, Manufacturing Process and Concept. As a developer, I developed several multi acre sites and homes in Morris and Ocean County as well as other parts of New Jersey.

My passion for development as a means of providing a public service lead me to serve as project leader in the development and building of a Vocational High School in Haiti as well as serving as the construction director for a 3000 seat church in Morris County, New Jersey.

My innovations and accomplishments include the first installed pre cast concrete foundation wall system for residential construction in New Jersey. I also designed the largest modular custom home in Morris County. Frank also worked in the capacity of developer and builder of multiple custom residential homes throughout the state. Frank currently sits as an advisor to Governor Christie's Sandy Reconstruction Committee.

### **Legal Counsel- James J. Burke Esq.**

James J. Burke, Esq. has practiced over 25 years on Hudson County and has appeared before numerous zoning and planning boards throughout the county. He also serves as the zoning board attorney for the Township of Weehawken and general counsel to the

Secaucus Housing Authority. In addition, he has represented numerous not for profit boards in the creation of affordable housing throughout the State of New Jersey.

**Project Manager- Anne-Marie Pelletier**

As a Hoboken resident for over 25 years, Anne-Marie brought up her three children here. Anne-Marie is a graduate of McGill University in Montreal where she obtained two law degrees. She is a licensed real estate broker and has worked in real estate industry in various capacities since 1996. As a licensed general contractor she has worked on several multi-family construction projects within the city of Hoboken.

Most recently she developed a large parcel of land into 24 building lots. Her responsibilities included overseeing the surveying of the parcel, the design and construction of the infrastructure and working with public officials and inspectors to complete the project and obtain a municipal bond for the financing of the project.

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Anne-Marie is a Court Appointed Special Advocate, "CASA" volunteer and she serves on the board of directors of the not-for-profit organization, "Love for Haiti" where she is, among other roles, exploring avenues to empower women in the fields of construction and infrastructure.

**Building Design Consultant- Jack Dispenza**

Jack is a graduate of New Jersey Institute of Technology's Architectural Technology program and has a design history spanning over 30 years. Jack has been granted 10 patents, awarded the Bell Laboratories Presidents Gold Award, 2003, Lucent Technologies Environmental Champions Award, 2002 and 2005. He is a Society of Plastics Fellow and a winner of the Society's Engineer of the year Award in 2005. He is the past Chair of the Society of Plastics Engineers and currently serves on the society's IMD Board of Directors.

---

**Stevens Institute of Technology-Construction/Architect/Green Energy Consultant  
-- John Nastasi**

John is a founding member of the Director of Product Architecture group. Please see the attached group bio.

**Architect of Record – Nastasi Architects**

**Energy/Environment/Engineering Consultant – Thomas Chartier**

Please see Tom's Company bio attached.

# CHARTIER SUSTAINABILITY GROUP

70 Monroe Street, #1  
Hoboken, NJ 07030

Ph: (201) 420-1237  
Fax: (201) 653-4447  
[www.chartiergrp.com](http://www.chartiergrp.com)

## ABOUT THE FIRM

Chartier Sustainability Group, LLC (Chartier Sustainability Group) is a Real Estate Development, Consulting, and Management firm with an expertise in environmentally sustainable and energy efficient buildings (aka "Green Buildings"). Our primary objective is to acquire undervalued property in emerging neighborhoods with the purpose of increasing its value and maximizing rental revenues through buy and hold strategies.

Chartier Sustainability Group's president and managing partner, Thomas Chartier, is a licensed professional engineer and LEED accredited professional with a background in mechanical engineering, most specifically in HVAC design. Mr. Chartier brings over 15 years of experience in the design, construction and start up of energy efficient and environmentally sustainable buildings. Past projects include the first LEED Platinum and LEED Gold high rise residential buildings in NYC, the first LEED certified office and retail building on Long Island, and several projects throughout New Jersey. These projects all include various energy efficiency and conservation measures including on-site electrical generation through cogeneration plants and building integrated photovoltaic arrays (aka "solar panels").

Mr. Chartier is the current Chairman of the Committee for a Green Hoboken; the Co-Chairman of the Hoboken Chamber of Commerce's Urban Planning & Sustainability Council; and sits on Hoboken Mayor Dawn Zimmer's "Green Team". Part time, Mr. Chartier teaches the Green Building Initiative, a four week course he developed with the NYC local union 32BJ aimed at educating building managers, superintendents and handymen about energy efficiency, health & safety, and environmentally sustainable building practices.

## RECENT PROJECT EXPERIENCE

### Tribeca West (930 Jefferson Street, Hoboken, NJ)

Chartier Sustainability Group provided project management and sustainability consulting services for the new construction of a 15-unit condominium project seeking LEED Gold certification, and slated to be Hoboken's first residential building to house a solar thermal system for domestic hot water and a storm water retention tank used for flushing toilets.

### M2 (124 Park Avenue, Hoboken, NJ)

Slated to be Hoboken's first LEED Platinum certified building, Chartier Sustainability Group provided consulting services for the selection and design of the building envelope and HVAC systems; performed testing of the completed building; and acted as project manager for achieving the LEED certification. With a budget of \$5,000,000, this newly constructed, 10-unit condominium project uses a geothermal vertical closed loop well system for heating and cooling; dedicated energy recovery ventilator in each residence; a high-efficiency, airtight window and wall system; and a 32 kW photovoltaic array (aka solar panels).

### 205 Water Street, Brooklyn, NY

Chartier Sustainability Group provided consulting and testing services to achieve LEED certification for this eight (8) story, sixty-six (66) unit condominium building, built by Toll Brothers and opened for occupancy in Fall of 2012.

Chartier Sustainability Group  
Company Bio

276 Berkeley Place, Brooklyn, NY

Chartier Sustainability Group acted as engineer of record and sustainability consultant, providing full mechanical, electrical & plumbing design and consulting services, for this 7,000 sf landmarked single family residence in Prospect Park, built in 1880.

154 Underhill Avenue, Brooklyn, NY

Chartier Sustainability Group acted as engineer of record and sustainability consultant, providing full mechanical, electrical & plumbing design and consulting services, for this 2-family gut rehabilitation project, designed and built to Passive House Standards.

1001 Franklin Ave, Garden City, NY

Thomas Chartier acted as Project Manager for commissioning the core and shell MEP systems of a 130,000 sf office and retail facility, and acted as LEED Accredited Professional for obtaining the LEED-CS certification by the USGBC. The total project cost was approximately \$30,000,000.

The Solaire (20 River Terrace, New York, NY) and The Verdesian (211 North End Avenue, New York, NY)

Thomas Chartier acted as Project Manager for the new construction of these sister rental buildings, built one after the other and side by side over the course of four years. The Solaire is 'North America's First Environmentally Sustainable Residential High Rise', also the first Gold LEED-certified residential building. The project consisted of a 30 story, 380,000 square foot structure consists of cast-in-place reinforced concrete with a masonry facade, building integrated photovoltaic panels, and locally manufactured interior materials of a low-toxicity nature. Major systems include a 20,000 gallon black water system; a 10,000 gallon storm water retention system; and an HVAC system consisting of a primary/secondary pumping system with variable frequency drives, a two-cell cooling tower and two 400-ton, natural gas-fired absorption chillers, which provide year-round hot and chilled water to centralized 100% outside air handling units and a 4-pipe fan-coil unit system serving all residences and common areas. A plate and frame heat exchanger installed in parallel with the chillers and cooling tower acts as a waterside economizer. The total project cost was approximately \$200,000,000.

NYC's first Platinum LEED certified building, The Verdesian project consisted of a 27 story, 300,000 square foot building, containing 253 residential units with almost identical construction and green features. To improve upon the energy efficiency of the building, a cogeneration plant was added, consisting of a natural gas-fired microturbine, which provided 60kW of electricity and satisfied the entire potable hot water demand. The Verdesian also houses the first North American installation of heliostats, sun-tracking mirrors designed to reflect natural sunlight to an adjacent park, which would otherwise have been shadowed by neighboring high-rises. The total project cost was approximately \$200,000,000.

The Visionaire (70 Little West Street, New York, NY)

Thomas Chartier acted as Project Manager for the new construction of the 36 story, 460,000 square foot project, consisting of 250 condominiums is expected to attain a LEED-Platinum rating by the USGBC. In addition to the residential portion, the building also contains ground level retail spaces, an indoor natatorium, duplex health club and spa facilities; the building also houses a 40,000 square foot maintenance facility for the Battery Park City Parks Conservancy, which contains a three story atrium. The maintenance facility is meant to centralize the majority of operations, including vehicle maintenance, composting areas and office space. The total project cost was approximately \$300,000,000.

John Nastasi is both an architect and a design educator. As principle of his own design practice in Hoboken, NJ, John has built a prolific and diverse body of work which is distinguished by a consistency of process; a rigorous detailed investigation of real and theoretical issues; and a high level of craftsmanship that accompanies the art of making. In 1996, John's early built work was the recipient of the prestigious Young Architects Award from the Architectural League of New York.

Highly impacted by digital technology, John has been at the forefront of design research in digital practice for over a decade and as his built work, teaching and writing in this area has been published both nationally and internationally. John has been invited to lecture and present his work and teaching at every major architectural school in the United States.

In 2004, John founded the disruptive Product-Architecture Lab at The Stevens Institute of Technology. This program's pedagogical objective; to dissolve long-standing boundaries between design and engineering in both practice and the academy has become the blueprint for many progressive architectural programs and practices throughout the design industry. The pioneering curriculum developed at The Product-Architecture Lab has been directly emulated at both Columbia University's Building Intelligence Program and Harvard University's Advanced Studies Program.

John is an alumnus of Harvard's Graduate School of Design and a recipient of Harvard's Rice Prize in Architecture and Engineering. He resides in Manhattan with his wife, Annmarie and his two sons, August and Giancarlo.



## Owner

F. Pasquale Family Limited Partnership was formed 17 years ago. The partnership was founded by Frank F. Pasquale. A brief background on the principle and his ties to the community. Born in Hoboken in the late 20's he was raised in town by his immigrant father and the extended Hoboken community. He relocated his manufacturing business to the city in the mid 60's and operated it until several years ago. His 80 plus year history with Hoboken has given him unique insight and experiences with the city. His commitment to developing this site to complement the neighborhood and bring recognition to the city as progressive and innovative has led to the assembly of a very unique group of professionals. This team has been charged with the design and development of a "off the grid" energy efficient multi-family building. His understanding that a great source of innovation and knowledge resides in the city has led to the inclusion of Stevens Institute of Technology as a key participant on the design team. His commitment to these goals has helped the design team to strive for both L.E.E.D Platinum and "Passive House" certifications. This will be the first multifamily building in New Jersey to be granted this certification.

## Funding

It is the intend of the applicant to achieve the necessary funding levels to compete this project through limited private investment, Self-funding, and New Jersey Economic Development Authority Sandy Loan program.

Special Note: a yet to be determined percentage of the profit from this project will be donated to Steven Institute of Technology Green House project and to "Love for Hati". It is also the Developer's intention to make this project model available to New Jersey Clean Energy through the New Jersey Economic Development Authority and the Governor's Office. We are also considering a request to have a film documentary produced highlighting the Design, Development and Construction of this site for later use and release.

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## Concept

The primary goal in the design of this site is to enhance the neighborhood with the use of innovative design, energy efficiency and sustainability. To accomplish these goal we have married the requirements of sound urban planning with a changeling architectural design that blends into this mixed use neighborhood. To achieve energy efficiency we have incorporated not only "state of the art" energy systems, both passive and active, but cutting edge energy and building technologies. It is through the combination of products and technologies and the very unique experiences and backgrounds of the team of professionals involved in this project that we hope to achieve L.E.E.D. Gold or Platinum certification and "Passive House" certification. It is our belief that through the combination of the experience and efforts of Stevens Institute of Technology, The City of Hoboken, New Jersey Economic Development Authority and New Jersey Smart Home agency these lofty goals are achievable.

## INNOVATIVE ENERGY GOALS

1. US Certification from Passive House Institute
2. LEED BD+C Platinum Certification
3. Installation of Cogeneration Unit
4. Installation of Solar Thermal
5. Green Roof
6. Installation of radiant heat throughout building
7. Electric Charging Stations for use by public (will require dedicated street parking spot by Hoboken City Council)
8. Gray water recycling system
9. Smart Grid feedback system
10. Rain water retention system

**LOFFREDO & ASSOC., LLC.**  
CERTIFIED PUBLIC ACCOUNTANT

William J. Loffredo, CPA

09/09/2013

City of Hoboken Director  
of Community Development  
94 Washington Street  
Hoboken, New Jersey 07030

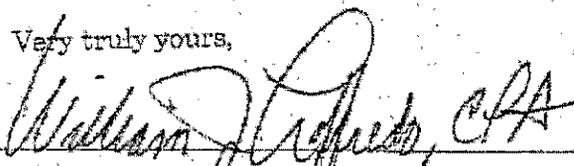
Re: Frank F. Pasquale  
Frank Pasquale Limited Partnership  
1024 Adams Street  
Hoboken, New Jersey

To whom it may concern:

I have been Frank F. Pasquale's accountant for the past twenty-seven years.

My firm has also been doing the accounting and tax returns for the Frank Pasquale Limited Partnership since inception on December 28, 1999.

Very truly yours,



William J. Loffredo, CPA  
Operating Manager

Wjl/jh

# ELEVATION CERTIFICATE

Important: Read the instructions on pages 1-8.

OMB No. 1660-0005  
 Expiration Date: July 31, 2015

## SECTION A - PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

A1. Building Owner's Name: **FRANK PASQUALE**

A2. Building Street Address (including Apt. Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.: **1024 ADAMS STREET**  
 City: **HOBOKEN** State: **NJ** ZIP Code: **07030**

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.): **BLOCK 100 LOT 10**

Policy Number: \_\_\_\_\_  
 Company NAIC Number: \_\_\_\_\_

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.): **RESIDENTIAL**

A5. Latitude/Longitude: Lat. **40°44'54"N** Long. **074°07'53"W** Horizontal Datum:  NAD 1927  NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number: **2**

A8. For a building with a crawlspace or enclosure(s):  
 a) Square footage of crawlspace or enclosure(s) \_\_\_\_\_ sq ft  
 b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade \_\_\_\_\_  
 c) Total net area of flood openings in A8.b \_\_\_\_\_ sq ft  
 d) Engineered flood openings?  Yes  No

A9. For a building with an attached garage:  
 a) Square footage of attached garage \_\_\_\_\_ sq ft  
 b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade \_\_\_\_\_  
 c) Total net area of flood openings in A9.b \_\_\_\_\_ sq ft  
 d) Engineered flood openings?  Yes  No

## SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number: **HOBOKEN 340222**

B2. County Name: **HUDSON**

B3. State: **NJ**

B4. Map/Panel Number: <b>34017C0043</b>	B5. Suffix: <b>0</b>	B6. FIRM Issue Date: _____	B7. FIRM Panel Effective/Revised Date: <b>05/18/2008</b>	B8. Flood Zone(s): <b>AE</b>	B9. Base Flood Elevation(s) (Zone AE, use base flood depth): <b>2'0"</b>
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B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:  
 FIS Profile  FIRM  Community Determined  Other/Source: \_\_\_\_\_

B11. Indicate elevation datum used for BFE in Item B9:  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_

B12. Is the building located in a Coastal Sewer Resources System (CSRS) area or Otherwise Protected Area (OPA)?  Yes  No  
 Designation Date: \_\_\_\_\_  CSRS  OPA

## SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
 \*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.  
 Benchmark Utilized: **TIRED PRECISE LEVELS** Vertical Datum: **1988 NAVD**

Indicate elevation datum used for the elevations in items a) through h) below:  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_

Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used:

a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	<b>0.02</b>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters
b) Top of the next higher floor	<b>0.15</b>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____	<input type="checkbox"/> feet	<input type="checkbox"/> meters
d) Attached garage (top of slab)	_____	<input type="checkbox"/> feet	<input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment serving the building (Describe type of equipment and location in Comments)	_____	<input type="checkbox"/> feet	<input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	<b>0.14</b>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	<b>0.25</b>	<input checked="" type="checkbox"/> feet	<input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____	<input type="checkbox"/> feet	<input type="checkbox"/> meters

## SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a licensed surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to determine the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Check here if comments are provided on back of form.  Check here if attachments.

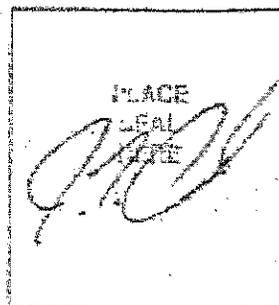
Were latitude and longitude in Section A provided by a licensed land surveyor?  Yes  No

Certifier's Name: **JOSEPH T. CAULFIELD** License Number: **37579**

Title: **PROF. LAND SURVEYOR** Company Name: **CAULFIELD ASSOC. LLP**

Address: **132 MADISON STREET** City: **HOBOKEN** State: **NJ** ZIP Code: **07030**

Signature: \_\_\_\_\_ Date: **02/25/2015** Telephone: **201 792-0442**



<b>IMPORTANT:</b> In these spaces, copy the corresponding information from Section A.		<b>FOR INSURANCE COMPANY USE</b>	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1024 ADAMS STREET		Policy Number.	
City HOBOKEN	State NJ ZIP Code 07030	Company NAIC Number.	

**SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of the Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.  
Comments: SEE ATTACHED NOTES

Signature:  Date: 02/25/2019

**SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

- For Zones AO and A (without BFE), complete items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.
- E1 Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
    - a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_  feet  meters  above or  below the HAG.
    - b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_  feet  meters  above or  below the LAG.
  - E2 For Building Diagrams 1-4 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 9-11 of instructions), the next higher floor (elevation C2 b in the diagrams) of the building is \_\_\_\_\_  feet  meters  above or  below the HAG.
  - E3 Attached garage (top of slab) is \_\_\_\_\_  feet  meters  above or  below the HAG.
  - E4 Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_  feet  meters  above or  below the HAG.
  - E5 Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown. The local official must certify this information in Section G.

**SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone \_\_\_\_\_

Comments \_\_\_\_\_

Check here if attachments.

**SECTION G - COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable items and sign below. Check the measurement used in items G5-G10. In Puerto Rico only, enter meters.

- G1  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2  A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3  The following information (Items G4-G10) is provided for community floodplain management purposes.

G4. Permit Number _____	G5. Date Permit Issued _____	G6. Date Certificate Of Completion/Occupancy Issued _____
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- G7. This permit has been issued for:  New Construction  Substantial Improvement
- G8. Elevation of as-built lowest floor (excluding basement) of the building: \_\_\_\_\_  feet  meters Datum \_\_\_\_\_
- G9. BFE or (in Zone AO) depth of flooding at the building site. \_\_\_\_\_  feet  meters Datum \_\_\_\_\_
- G10. Community's design flood elevation \_\_\_\_\_  feet  meters Datum \_\_\_\_\_

Local Official's Name \_\_\_\_\_ Title \_\_\_\_\_

Community Name \_\_\_\_\_ Telephone \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments \_\_\_\_\_

Check here if attachments.

# Building Photographs

See instructions for Item A6.

**IMPORTANT:** In these spaces, copy the corresponding information from Section A.

FOR INSURANCE COMPANY USE

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.  
1024 ADAMS STREET

Policy Number:

City ROCKEN

State NJ

ZIP Code 07080

Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken, "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A.8. If submitting more photographs than will fit on this page, use the Continuation Page.



EASTERLY FACE OF BUILDING ALONG ADAMS ST.

# Building Photographs

Continuation Page

**IMPORTANT:** In these spaces, copy the corresponding information from Section A.

FOR INSURANCE COMPANY USE

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.  
1024 ADAMS STREET

Policy Number:

City HOBOKEN

State NJ

ZIP Code 07030

Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A5.



NORTHERLY FACE OF BUILDING ALONG 11<sup>TH</sup> ST.

SECTION D (continue)

The site is occupied by a two story brick and stucco building. The building occupies the entire lot. Grade elevations were taken along Adams and 11<sup>th</sup> Streets adjacent to the site. Basement access was through access hatch in the first floor. Basement floor is reflected in section C2a. Owner of the building said basement floor slopes-up towards the north end of building; was not able to determine this fact.

Comments/Conversions: Vertical



# CAULFIELD ASSOCIATES, LLP.

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PROFESSIONAL LAND SURVEYORS

132 MADISON STREET  
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 792-0445

FAX: (201) 792-7714

[www.surveyornj.com](http://www.surveyornj.com)

## DESCRIPTION

BEGINNING at a point formed by the intersection of the westerly line of Adams Street and the southerly line of Eleventh Street, running thence

1. N-76°-56'-W, along the southerly line of Eleventh Street, a distance of 50.00 feet to a point, thence
2. S-13°-04'-W, and parallel with Adams Street, a distance of 100.00 feet to a point, thence
3. S-76°-56'-E, a distance of 50.00 feet to a point in the westerly line of Adams Street, thence
4. N-13°-04'-E, along the westerly line of Adams Street, a distance of 100.00 feet to a point, said point being the point or place of beginning.

Known as Lot 10, in Block 100, as shown on the Official Tax Assessment Map for Hoboken, Hudson County, New Jersey, and more commonly known as No. 1024 Adams Street, Hoboken, NJ.

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References:

William Lofredo, CPA  
Towaco, NJ.

Honorable Michael Hubner  
Morris County Superior Court

Robert Foley, Esq.  
Bridgewater, NJ

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# **SCHEDULE B**

# LÓRIEN LOFTS

461 11<sup>th</sup> Street, Hoboken, NJ

The Lórien Lofts is an innovative 21<sup>st</sup> century residential project that establishes a new level of commitment to luxury living, the sustainable environment, resilient infrastructure and, community contribution.

Our team has deep roots in New Jersey and the City of Hoboken. In October 2012, the impact of Hurricane Sandy left us facing the challenge to be better prepared for future events. It set us all, at Lórien Lofts, on a course to establish a new benchmark for next generation's Hoboken.

We assembled a design team able develop a vision that integrates innovative concepts at the project's core. Inspired by the writings of J.R.R. Tolkien; Lórien is the "maker of visions and of dreams".

Innovation is integrated on a series of levels including progressive architectural design, next-generation energy initiatives, innovative computer numerically controlled (CNC), pre-fabrication techniques, state of the art engineering and, the full incorporation of urban resiliency systems contributing to the City of Hoboken's fortification and storm infrastructure.

As a benchmark of quality, the design of the Lórien Lofts is in the process of achieving two levels of certification:

A. LEED Platinum: awarded for Pre-Construction Planning and Material Procurement.

B. Passive House Certification: awarded for post-occupancy building performance.

The Lórien Lofts will be the first mid-rise residential building in the State of New Jersey to achieve both levels of certification: LEED Platinum and Passive House.

## A. PRE-CONSTRUCTION PLANNING AND MATERIAL PROCUREMENT (LEED CERTIFICATION)

### GOAL OF LEED BD+C PLATINUM CERTIFICATION

LEED, or Leadership in Energy & Environmental Design, a green building tool that addresses Lórien Lofts entire building lifecycle recognizing best-in-class building strategies. Lórien Lofts has energy initiatives incorporating several LEED BD+C (Building Design and Construction) credit categories, for example;

1) Water efficiency credits through grey water recycling system and rainwater retention system. Water efficiency credits promote smarter use of water, inside and out, to reduce potable water consumption.

2) Energy and atmosphere credits through the co-generation and passive-house systems will promote better building energy performance through innovative strategies.

3) Materials & resources credits through the recycling of existing building materials into the construction process and our innovative construction methodology will encourage sustainable building and help in reducing waste.

4) Indoor environmental quality credits to promote better indoor air quality through the stringent demands of Lórien Lofts' Passive House systems.

5) Green infrastructure and buildings credits reduce the environmental consequences of the construction and operation of buildings and infrastructure. The Lórien Lofts' team plans to utilize off site facilities to build some sections of the building's, which will alleviate the impact of construction on the neighborhood.

6) Innovation in design or innovation in operations credits, which address sustainable building expertise as well as design measures, will be developed through several innovative strategies at Lórien Lofts.

## INSTALLATION OF SOLAR THERMAL HYBRID PANELS

Our goal at Lórien Lofts is to provide additional energy requirements through the harness of the passive energy of the sun. The new generation of solar panels incorporates a cooling system, which has a dual benefit of offering thermal energy in addition to the electrical load generated.

## GOAL TO BUILD MAJOR COMPONENTS OFF SITE

Our aim at Lórien Lofts is to avail ourselves of resources and expertise at our disposal to incorporate state of the art technology for the off-site construction of major components of our mid-rise building. There are several important benefits to off-site construction:

- 1) Significant reduction of the impact of the construction process on the neighborhood and the city traffic.

- 2) Off-site construction, unlike onsite construction, occurs in a controlled environment, under such conditions, our team will be equipped to incorporate a higher level of control on systems integrated into the building.

## B. POST-OCCUPANCY BUILDING PERFORMANCE ("PASSIV HAUS" CERTIFICATION)

The term "PASSIV HAUS" refers to a rigorous, voluntary, standard for energy efficiency in a building, reducing its ecological footprint. It results in ultra-low energy buildings that require little energy for space heating or cooling. The Passive House concept represents today's highest energy standard, it is the most stringent building energy standard in the world.

## GOAL OF US CERTIFICATION FROM PASSIVE HOUSE INSTITUTE

- 1) It has been abundantly clear for some time that the Building Sector is a primary contributor of climate-changing pollutant. Data from

the U.S. Energy Information Administration shows that buildings were responsible for 47.6% of energy consumption annually and accounted for 44.6% of CO<sub>2</sub> emissions in 2010. [Architecture2030]. Buildings that meet the Passive House standard, virtually air tight, primarily heated by passive solar gain and by internal gains from people, use 85% less energy than conventional equivalent buildings.

2) Passive House homes offer unparalleled air quality and comfort. An energy recovery ventilator provides a constant supply of fresh, filtered and balanced air.

3) Passive House is both a building energy performance standard and a set of design and construction principles used to achieve that standard. Only a few mid-rise buildings have met the standard in the United States, Lórien Lofts would be the first mid-rise in the State of New Jersey to achieve this lofty and notable distinction.

#### COGENERATION UNITS AND SMART GRID FEEDBACK

**Cogeneration, combined heat & power system, delivers two forms of energy, electricity and hot water from our natural gas fuel source. By utilizing the free "waste" heat available from the cogen system, in addition to the electricity produced, we will achieve overall operating efficiencies much higher than a "conventional" system ever could.**

Our goal at Lórien Lofts is to develop, by introducing an absorptions chiller into our system, a trigeneration system that combines cooling to the generation of heat and electricity.

The cogen system can reduce the greenhouse (GHG) emissions normally associated with electricity and hot water production by as much as 50%. In turn, such efficiency will contribute to a significant reduction in the utility-related bills of Lórien Lofts homeowners.

One of the most efficient applications of cogeneration technology occurs where heat is provided in the winter, and cooling energy in summer. An absorption chiller is a refrigerator that uses a heat source to provide the energy needed to drive the cooling system. These chillers consume far less electricity and therefore lead to considerable savings in primary energy consumption.

By integrating a waste heat recovery system with on-site power generation, the system will significantly reduce carbon dioxide emissions by eliminating the chilling system's electrical consumption, as well as eliminating heating requirements in winter.

With the incorporation of cogeneration units, Lórien Lofts will produce all the electric needs of the entire building from the units, thereby creating multilayered benefits:

1) The building will be "off the electric grid" and impervious to power outages due to inclement weather or other.

2) The unit is a major component of a strong "green" initiative as the cogeneration system is designed to capture heat loss produced during the process and allocate it back to the domestic hot water system and/or the hydronic radiant heat system.

3) A co-generation system produces electricity and heat on-site thereby significantly reducing the energy losses associated with transportation of energy from remote off-site locations.

4) Most notably, the cogeneration system in conjunction with the hybrid solar panel will enable Lórien Lofts to provide, in case of power shortages, electricity back to a smart grid in the City of Hoboken.

#### ELECTRIC CAR CHARGING STATIONS FOR PUBLIC USE

Pending the approval by the City of Hoboken, the Lórien Lofts team wishes to address and redress the constraints with ownership of electric cars that City dwellers face because, for the majority, they do not have access to a private garage. To this end, the Lórien Lofts team is offering to install electric car charging stations outside the building. The stations

would be powered by our state of the art energy systems built inside the footprint of the building.

### USE OF RADIANT HEATING SYSTEMS AND ERV

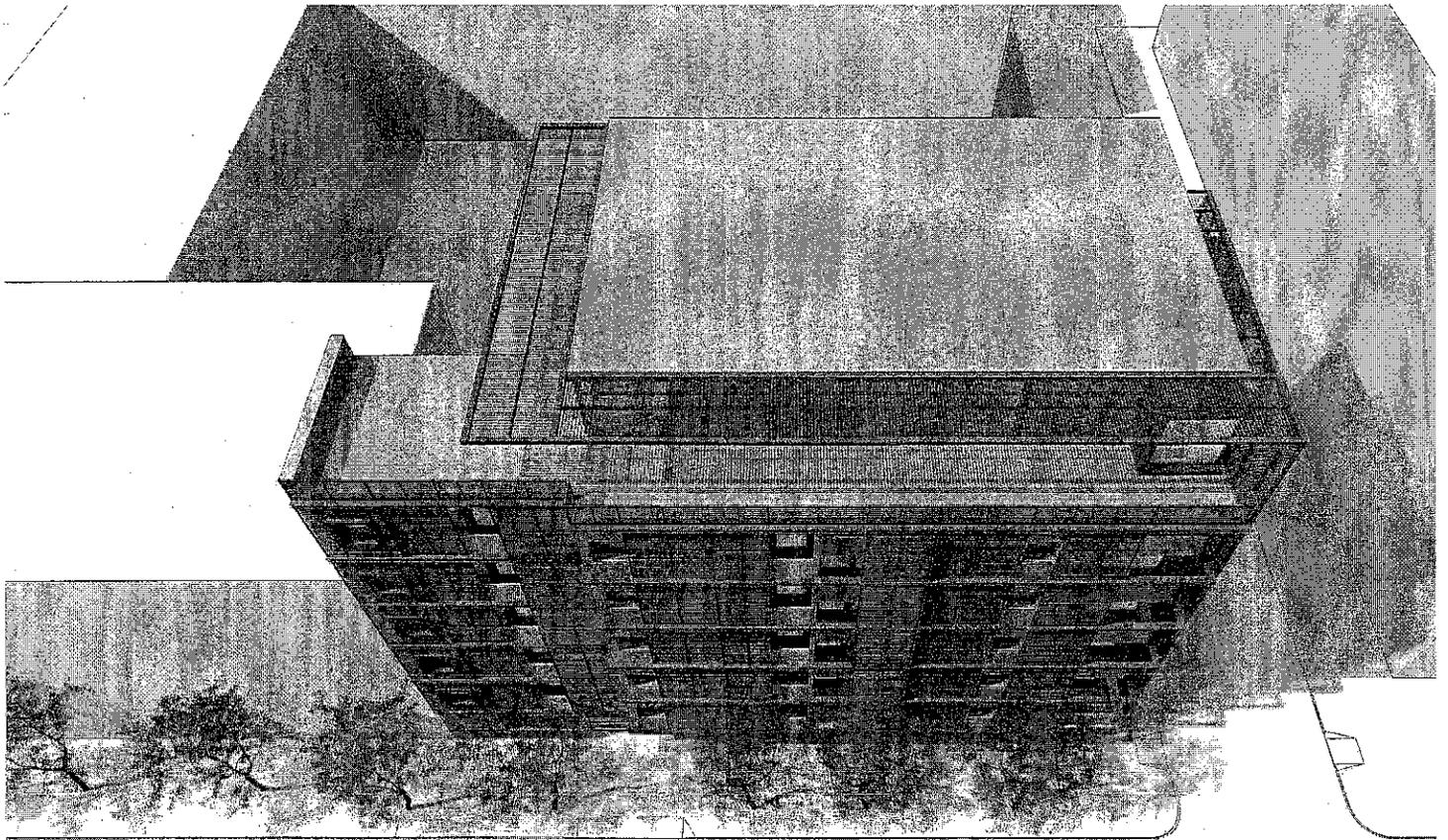
Radiant heat is more efficient than baseboard heating and usually more efficient than forced-air heating because it eliminates duct losses. People with allergies often prefer radiant heat because it doesn't distribute allergens like forced air systems can. A hydronic system such as contemplated by team Lórien Lofts uses electricity, a benefit for our building, which will be off the power grid and generate its own electricity.

Energy recovery ventilation (ERV) is the next generation in energy recovery process, which is an effective means of reducing the cost of heating and cooling while improving indoor air quality and reducing total HVAC equipment capacity. During the warmer seasons, the system pre-cools and dehumidifies while humidifying and pre-heating in the cooler seasons.

The combined use to the radiant system along with the EVR technology will significantly reduce the energy footprint and consumption of the homes at Lórien Lofts.

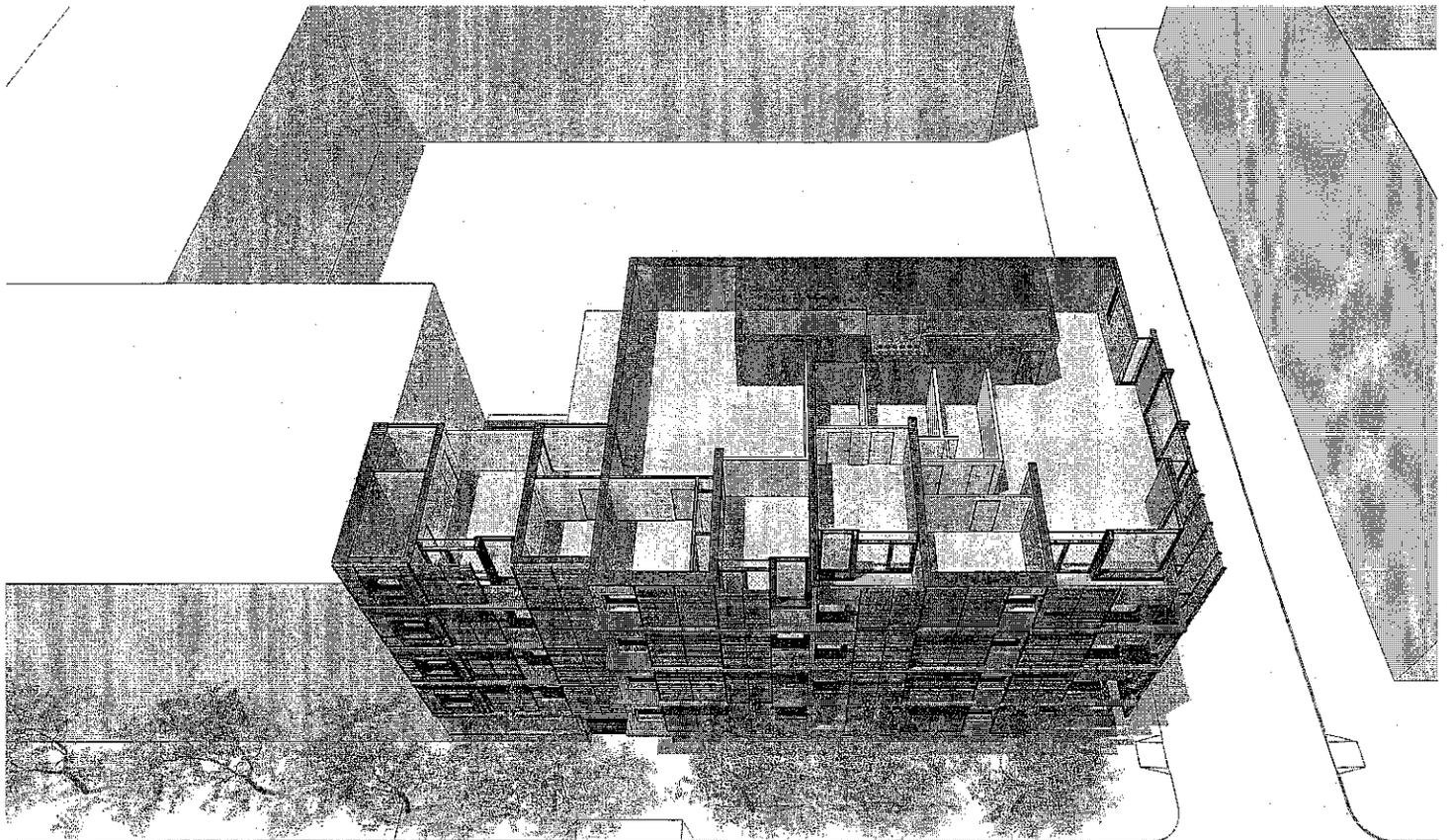
### SMART HOMES

Home automation will complement the innovative systems in place at Lórien Lofts. With the help of a central control panel or simply from a PDA (personal digital assistant) homeowners will have the ability to remotely control several components of the home such as lighting, heating/cooling, music etc so as to maximize enjoyment, convenience, comfort and efficiency.



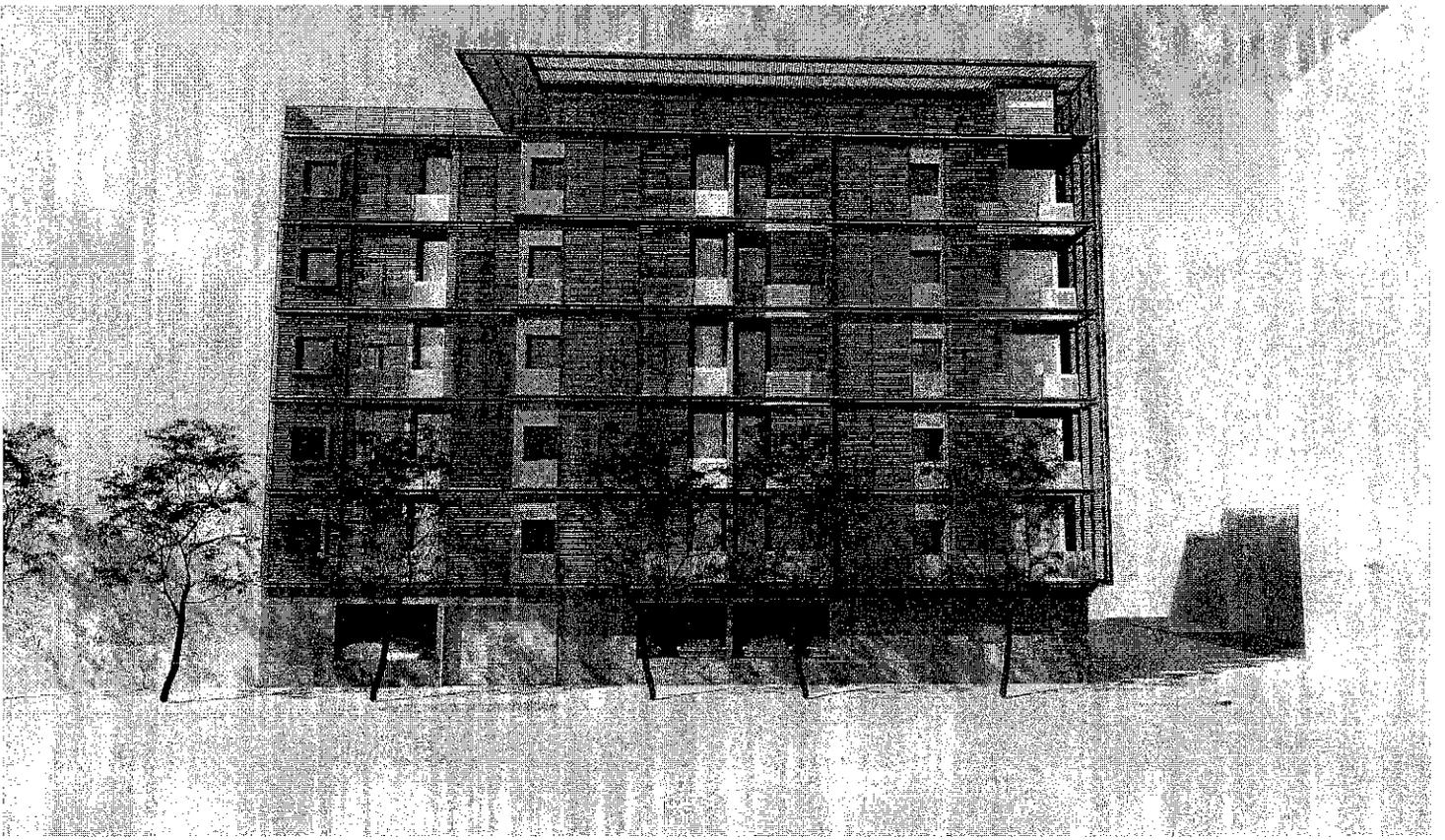
ROOF PLAN

n a s t a s i  
a r c h i t e c t s



5th FLOOR PLAN

n a s t a s i  
a r c h i t e c t s



EAST ELEVATION - DAY

n a s t a s i  
a r c h i t e c t s



EAST ELEVATION - NIGHT

n a s t a s i  
a r c h i t e c t s



NORTH ELEVATION - DAY

n a s t a s i  
a r c h i t e c t s



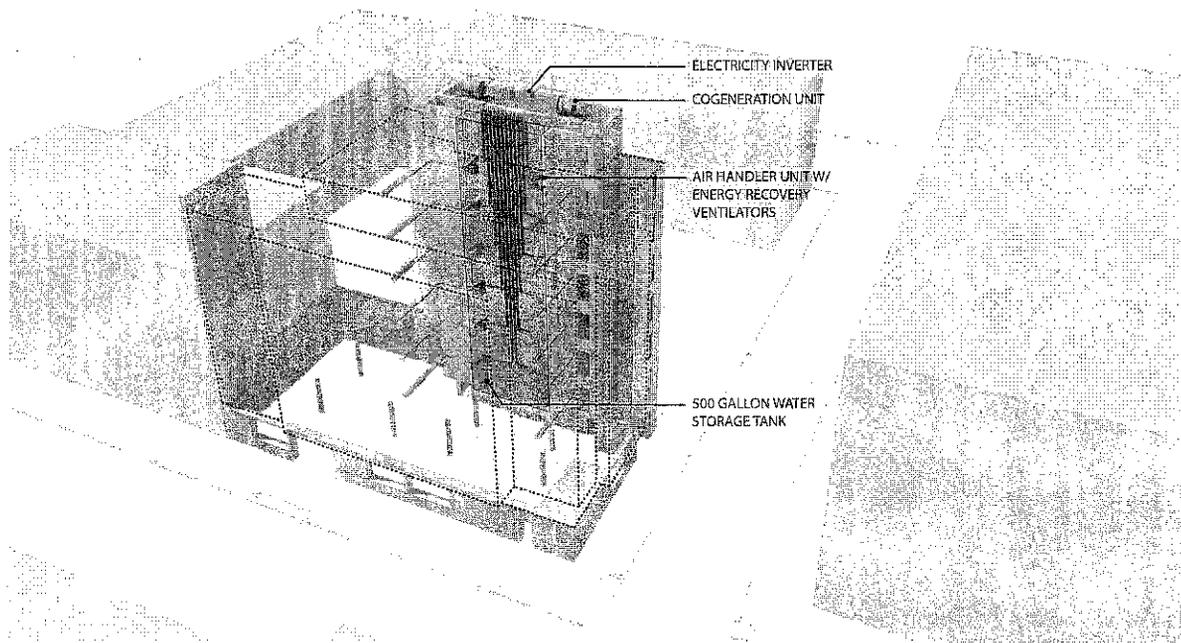
NORTH ELEVATION - NIGHT

n a s t a s i  
a r c h i t e c t s



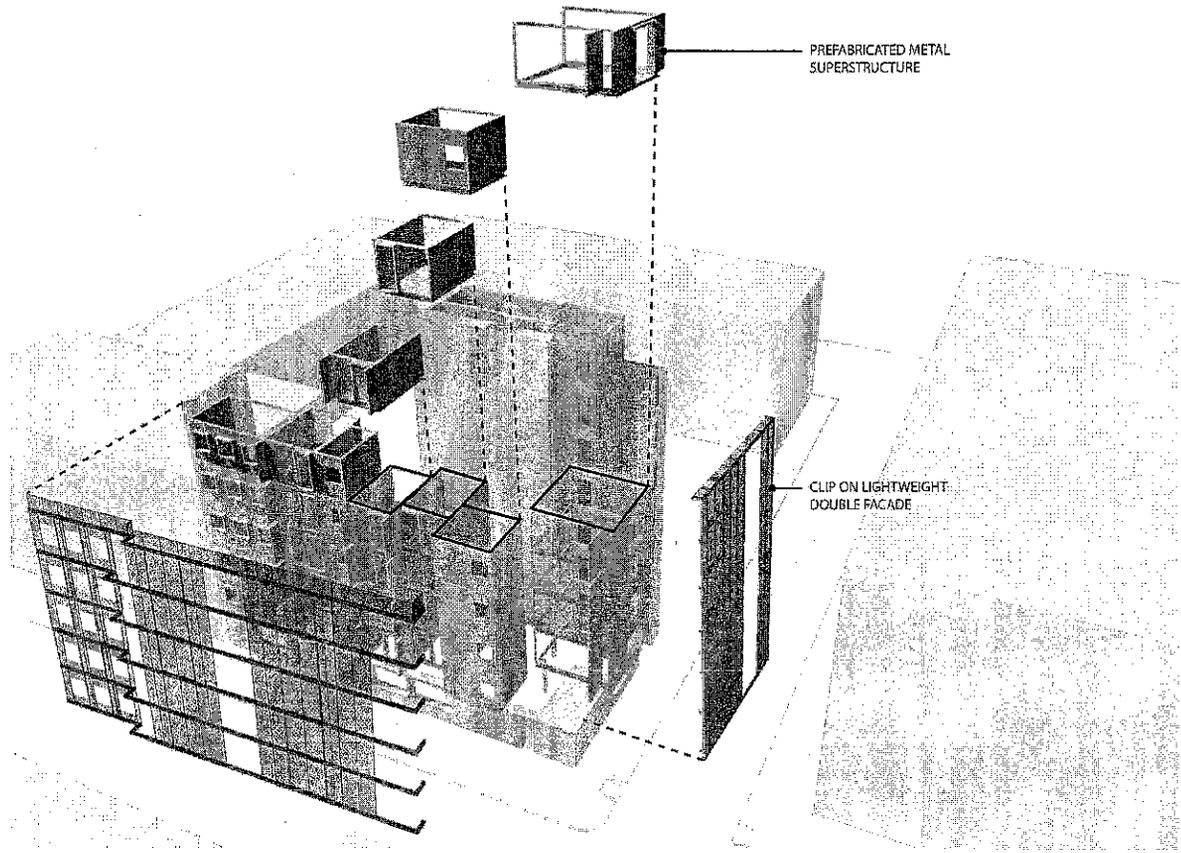
SOUTH ELEVATION - DAY

n a s t a s i  
a r c h i t e c t s



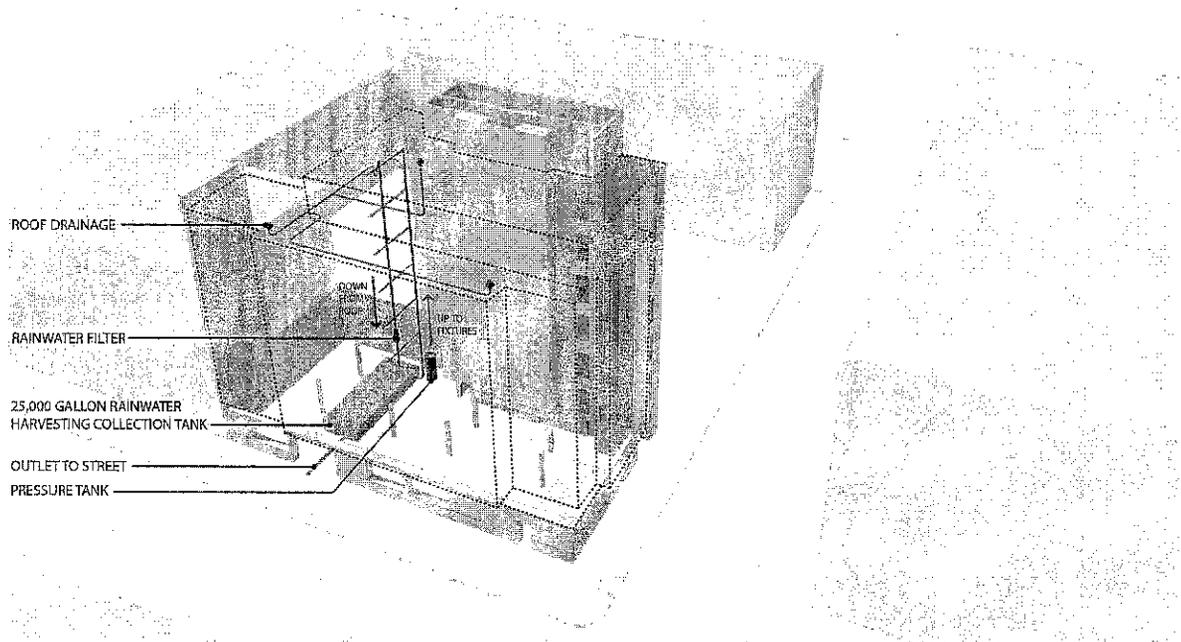
AIR DISTRIBUTION AND ELECTRICITY GENERATION

n a s t a s i  
a r c h i t e c t s



PREFABRICATED LIGHTWEIGHT METAL FRAMING & CLIP ON SOLAR SHADING

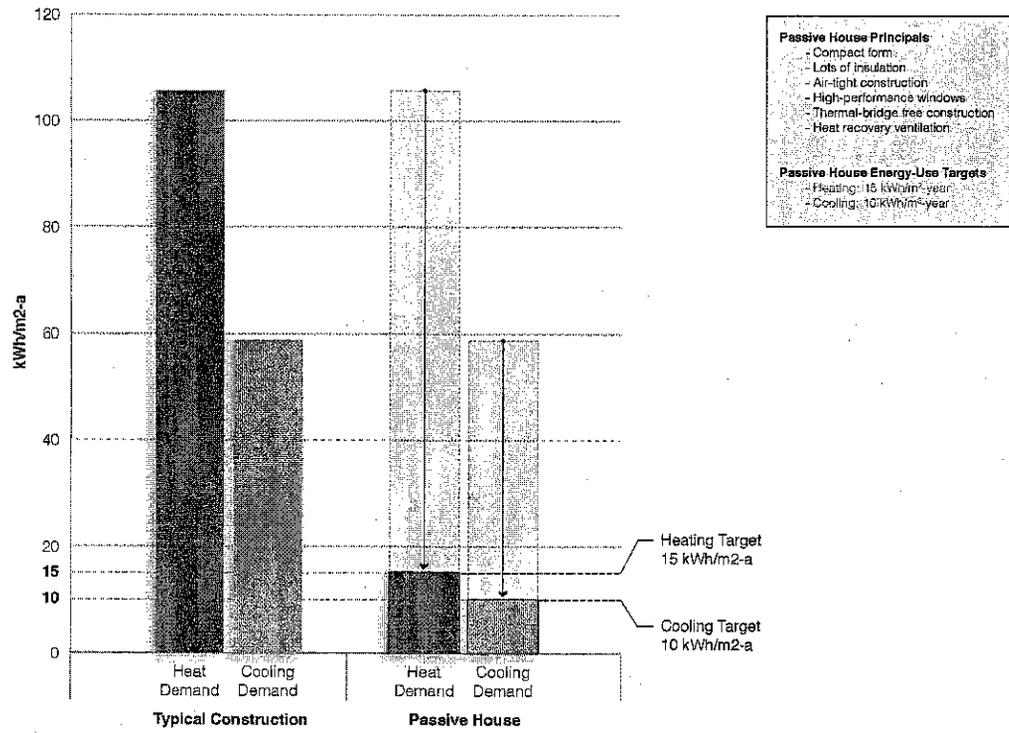
n a s t a s i  
a r c h i t e c t s



WATER COLLECTION & DISTRIBUTION

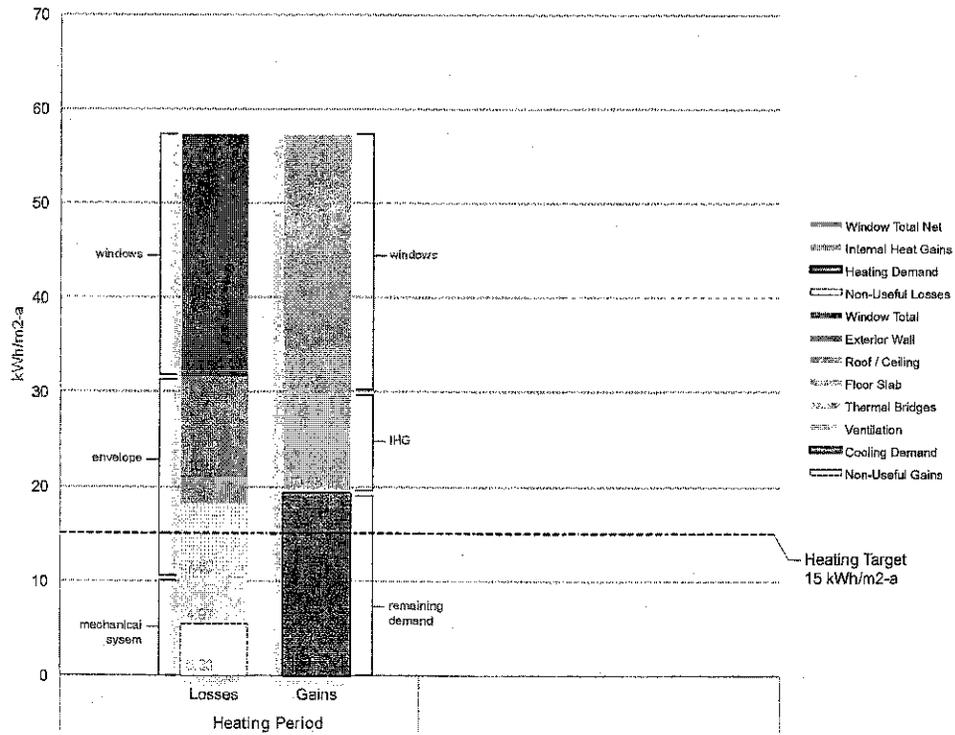
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a r c h i t e c t s

# PASSIVE HOUSE TARGETS



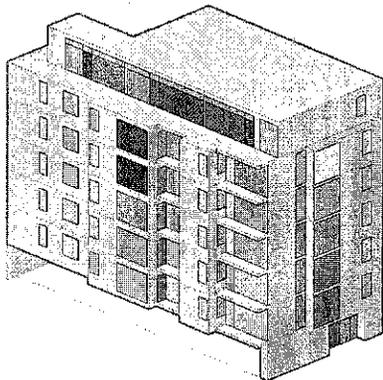
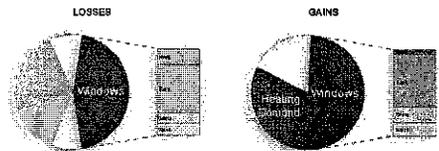
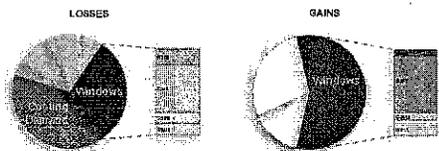
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# EXISTING DEMAND HEATING AND COOLING SUPPLY

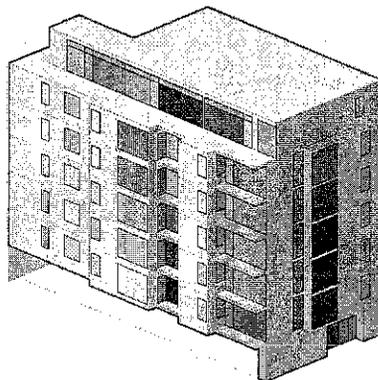


n a s t a s i  
a r c h i t e c t s

EXISTING DESIGN ENERGY BALANCE BY WINDOW



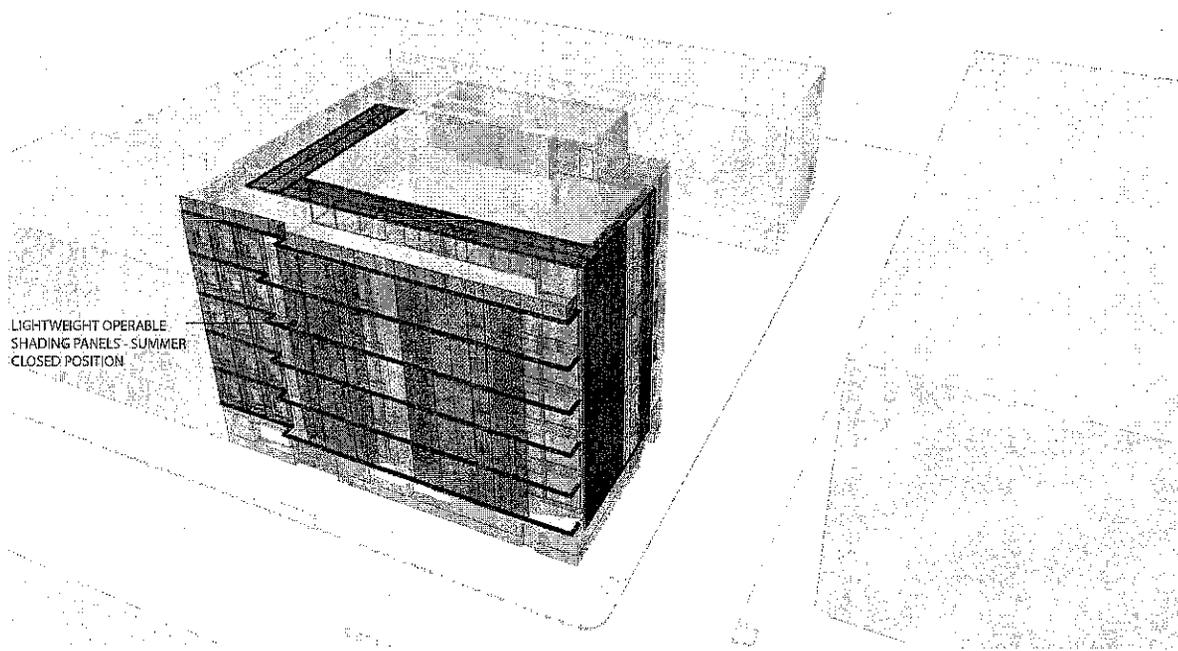
Summer



Winter



n a s t a s i  
a r c h i t e c t s



LIGHTWEIGHT OPERABLE  
SHADING PANELS - SUMMER  
CLOSED POSITION













**CITY OF HOBOKEN**  
**Department of Community Development**

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

***MEMORANDUM***

DATE: April 24, 2014

TO: Hoboken City Council

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

FROM: Brandy Forbes, Community Development Director *BF*

RE: Conditional Designation Agreement for 1024 Adams Street (Block 100, Lot 10)

This memo is to provide background information regarding the resolution on the May 7, 2014 City Council agenda on the above issue.

This property is a smaller parcel in the Northwest Redevelopment Area where redevelopment has occurred around it. The owner, Frank Pasquale Limited Partnership, proposes a six story residential building with 11 units and 11 on-site parking spaces. The applicant is seeking to construct a building that is to be a showcase of sustainability and resilient construction, including greywater recycling, combined heat and power, and a green roof system.

Our Special Redevelopment Counsel Joe Maraziti has have drafted a conditional designation agreement to which the potential redeveloper is amenable (they have signed). This agreement allows us to cover the City's costs in any amendments to the redevelopment plan and to negotiate a redevelopment agreement. The City is not bound to permanently designate this developer as the redeveloper of this property. However, this agreement is the mechanism that allows the City to negotiate the scope of the project and the terms of the redevelopment agreement.

A copy of the pre-submission form from the potential redeveloper, as well as the proposed agreement (signed by the potential developer), are included in the agenda packet for the May 7<sup>th</sup> meeting. The pre-submission form describes the project and has drawings of what is proposed. The City Council subcommittee met with the potential redeveloper to discuss the project and recommends moving this forward to negotiate a redevelopment agreement.

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:

<u>VENDOR</u>	<u>TOTAL BID</u>	<u>EXCEPTIONS</u>
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:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
 Quentin Wiest  
 Business Administrator

\_\_\_\_\_  
 Mellissa L. Longo, Esq.  
 Corporation Counsel

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

# CITY OF HOBOKEN

## Division of Purchasing



**DAWN ZIMMER**  
Mayor

**AL B. DINEROS, QPA**  
Purchasing Agent

Date: April 4, 2014

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: AL B. Dineros

**Subject: Resolution to Award the Contract for Bid 14 - 04 – Certified  
Language Interpreter/Translation Services**

Eight (8) sealed bid packages were received, opened and announced publicly at City Hall On March 26, 2014.

Myself and Corporation Counsel had reviewed the documents submitted by the three lowest bidder and it appears that they had submitted all required documents except for the following discrepancy:

- Accurate Language Services (lowest bidder) had discrepancy on the submitted Stockholders Disclosure – percentage of the stockholders was not properly checked.
- This discrepancy had been fixed, I received a corrected copy of the Stockholders Disclosure on April 4, 2014.

My recommendation is to award the contract to the lowest, responsible and responsive bidder.

The vendor will be:

ACCURATE LANGUAGE SERVICES  
162 ELLIS STREET, HADDONFIELD, NJ 08033

The total amount of the contract is not to exceed \$50,812.00 for one year.

**94 Washington Street · Hoboken, NJ 07030-0485**  
(201) 420-2011 fax (201) 420-2009

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



**AL B. DINEROS, QPA**  
Purchasing Agent

**Subject: BID OPENING: Bid 14 -04 - CERTIFIED LANGUAGE  
INTERPRETER/TRANSLATION SERVICES**

Please be advise that bids for the above mentioned services were received, publicly opened and announced at City Hall on March 26, 2014 at 11:00 AM. The following personnel were present during the opening:

AL B. Dineros	- Purchasing Agent
Jennifer Mastropietro	- Buyer
Amanda Seguinot	- Purchasing Clerk
Jerry Lore	- Deputy City Clerk
Representatives from Alcazar, Accurate and Montoro Associates	

Twenty five (25) vendors received the bid package.

The following information is provided:

- |  |            |             |
|--|------------|-------------|
| 1. Accurate Language Services<br>Haddonfield, NJ 08033 | Bid Price: | \$50,812.00 |
| Exceptions:  | YES        |             |
| 2. Montoro Associates, LLC<br>Hoboken, NJ 07030        | Bid Price: | \$55,448.00 |
| Exceptions:  | NONE       |             |
| 3. Legal Interpreters, LLC<br>Wallington, NJ 07097     | Bid Price: | \$59,710.00 |
| Exceptions:  | YES        |             |
| 4. Lexica Collazo Language<br>Westfield, NJ 07090      | Bid Price: | \$60,920.00 |
| 5. Alcazar Communications<br>Edgewater, NJ 07020       | Bid Price: | \$63,620.00 |

- |   |            |             |
|---|------------|-------------|
| 6. Para-Plus Translation, Inc.<br>Cherry Hill, NJ 08034 | Bid Price: | \$72,000.00 |
| 7. Telelanguage, Inc.<br>Portland, OR 97204             | Bid price: | \$76,500.00 |
| 8. All World Language Consultant<br>Rockville, MD 20852 | Bid Price: | \$82,885.00 |

NOTE: This result is un-official, all submitted documents are under review by the Court Administrator, Corporation Counsel and myself. The Governing Body has 60 days to award the contract after completion of the review process.

## EXCEPTIONS TO BID SPECIFICATIONS

### Bid 14 -04 - CERTIFIED LANGUAGE INTERPRETER/TRANSLATION SERVICES

COMPANY NAME Accurate Language Services

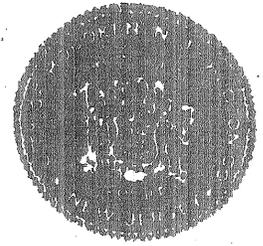
In regards to cancellations:

- 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)



*Municipal Court of Hoboken*  
*City Hall*

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



HON. MICHAEL A. MONGIELLO  
C.J.M.C.

HON. CATALDO F. FAZIO  
J.M.C.

MEMORANDUM

ROSEANN GOHDE  
Court Director

To: Quentin Wiest  
From: Michael A. Mongiello, C.J.M.C.  
Re: Telephone Interpreting  
Date: April 23, 2014

In response to your request regarding the use of Telephone Interpreting in our Municipal Court please be advised that it is something which would not be effective in our Court. As you are aware Hoboken is one of the busiest municipal courts in the state of New Jersey. Currently a Spanish interpreter is present at all court sessions, and is used numerous times throughout the session. If an interpreter is needed for a different language, arrangements are made to secure that interpreter for a future date.

By directive to all Municipal Courts, telephone interpreting for actual trials should be avoided. Only two towns in Hudson County utilize telephone interpreting and that is on a limited basis. Secaucus and Weehawken have in Court at all times a Spanish interpreter and use the telephone interpreting for other languages.

Telephone interpreting in our Court would not be efficient. At various stages during the Court session the prosecutor needs the interpreter to speak to different defendants. The public defender also needs the interpreter at various times to speak to people whom she is representing. Her conversations are confidential. Also, the public defender must speak to the defendants who are in jail via telephone before they appear in Court on video conferencing, sometimes with the assistance of the interpreter. During the video conference the interpreter must be available to translate the proceedings if necessary. Our Court does not lend itself to utilizing telephone interpreting. The prosecutor and public defender do not have private rooms.

Finally, our Court budget, before being sent to the Administration, must be approved by the Assignment Judge of Hudson County. We have a line item in the budget for interpreters. The budget was approved by Judge Bariso. The contract that you seek to award is for less than what we budgeted. Under much more limited and controlled circumstances telephone interpreting works. The Hoboken Municipal Court is not the place for it.

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AMENDING AND EXTENDING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO EI ASSOCIATES FOR THE PROVISION OF ENGINEERING SERVICES FOR THE CITY, WHICH SHALL END NO LATER THAN FEBRUARY 6, 2015 AND WITH A NOT TO EXCEED AMOUNT OF \$90,800.00**

**WHEREAS**, on August 7, 2013, the City Council passed a resolution to authorize the Mayor to enter into an emergency professional service contract with EI Associates to provide engineering services required for emergency backup generators in certain City buildings; and

**WHEREAS**, the City entered into such a contract, subject to the original Request for Proposals and an August 6, 2013 proposal submitted to the City by EI Associates, for a not to exceed amount of Seventy-Five Thousand Four Hundred Dollars (\$75,400.00) from August 7, 2013 to August 6, 2014 (the "Contract"); and

**WHEREAS**, pursuant to a proposal from EI Associates dated May 1, 2014, the Administration wishes to extend the Contract for a term to expire upon the completion of this project, but in no event later than February 6, 2015, to allow EI Associates to complete additional engineering services at an additional cost of \$15,400.00; and

**WHEREAS**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$15,400.00 is available in the following appropriation accounts: 3-01-55-901-014; and I further certify that this commitment together with all previously-made commitments and payments does not exceed the funds available in said 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 amends the Contract to EI Associates, which shall expire upon completion of the project, but in no event later than February 6, 2015.
- B. The Contract amount shall be increased in an amount not to exceed \$15,400.00, for a total Contract amount not to exceed \$90,800.00.
- C. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.
- D. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

**MEETING: May 7, 2014**

**REVIEWED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

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

1 May 2104  
EG7452.00

City of Hoboken  
94 Washington St  
Hoboken, NJ 07030

Attention: Mr. Quentin Wiest  
Business Administrator

RE: Change in Scope of Engineering Services  
Standby Back-Up Generators to Demand Response Generators  
and Raise the Generators above the FEMA 500 Year Flood

Dear Mr. Wiest:

In accordance with our recent phone conversation with Stephen Marks, EI Associates is pleased to provide additional engineering services to incorporate Demand Response Generators in lieu of Standby Back-up Generators at the four fire houses, Ambulance Building, Police Headquarters and City Hall. Our team will investigate with the generator supplier to specify the specific generator which may be used for the PSE&G Demand Response program in the future. The engineering team will document the design by modifying the design documents to facilitate the transition of these units from Standby only units to Demand Response.

EI Associates had completed the design of the replacement of the Hoboken Generators. The current design places the generators above the 100 year flood elevation. FEMA requested the generators be above the 500 year flood elevation. The City of Hoboken requested the generators be raised to 9'-0" above the existing grade at 707 Clinton St., 201 Jefferson St, and 501 Observer Highway.

Also Hoboken's Construction Manager recommended the generator on the roof of 801 Clinton Street be relocated to straddle the steel beam near the building addition. This will better support the weight of the new generator.

### **PROJECT UNDERSTANDING**

The City of Hoboken has requested EI Associates (EIA) modify the design documents to specify generators and support equipment that will be compatible with a future PSE&G Demand Response program. Currently the design incorporates a standby generator at each of the following sites:

1. City Hall/Emergency Operations Center, 94 Washington St.
2. Police Headquarters, 106 Hudson St.

3. Fire Headquarters, 201 Jefferson St.
4. Fire Station, 501 Observer Highway
5. Fire Station, 801 Clinton St.
6. Fire Station, 1313 Washington St.
7. Ambulance Building - 707 Clinton Ave

EI Associates will investigate the requirements and modify the design documents to accommodate a future upgrade for use as demand response generators. We also will incorporate structural modifications for 707 Clinton St., 201 Jefferson St, and 501 Observer Highway to raise the generators above the FEMA 500 year flood. EIA will also modify the design documents to relocate the generator on the roof of 801 Clinton Street.

### **SCOPE OF WORK**

EIA's engineering team will perform the following scope of work:

- Review the PSE&G Demand Response Program.
- EIA will investigate with the generator manufacture for compliance of this equipment with the program.
- EIA will investigate any other PSE&G requirements for placement and electrical connection to ensure compliance with future upgrade for demand response.
- Modify the design in accordance with our findings.
- EIA will modify the structural calculations and modify the structural drawings to raise three generators.
- Publishing of final bid documents is covered under our current authorization.

### **WORK SCOPE NOTES**

1. Services to obtain NJ DEP permitting for demand response use of the generators is excluded.
2. Services covering planning board approval and landscape design are not included and can be performed as additional services for an additional fee.
3. Services associated with developing, participation or implementation of the PSE&G demand response program are not covered in this proposal.
4. Design of communication infrastructure, controls and equipment is not covered in this proposal.

1 May 2014

EG7452.00

Page 3

**ENGINEERING, DESIGN CHANGE ORDER COMPENSATION**

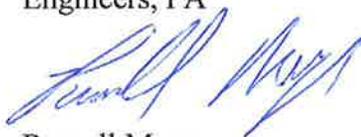
EI Associates proposed to provide the additional engineering design services described above for a lump sum fee of **FOURTEEN THOUSAND FOUR HUNDRED (\$15,400) DOLLARS** includes estimated project related expenses of \$1,000. Invoices will be submitted monthly and will be due and payable within 30 days.

EFFECT ON PROJECT SCHEDULE:	EFFECT ON DESIGN FEE:		
		FEE \$	includes OOP's \$
	Previous Fee:	\$73,950	
	This Change:	\$15,400	
	Current Fee:	<u>\$89,350</u>	

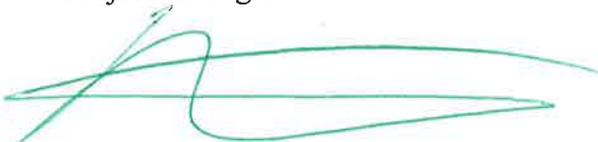
We look forward to working with you on this project. Please indicate your acceptance by forwarding to us your Purchase Order making reference to this proposal. Please contact us if you have any questions or require any additional information and we will respond promptly. Thank you for this opportunity to be of service to The City of Hoboken.

Respectfully submitted,

EI ASSOCIATES  
Architects &  
Engineers, PA



Russell Meyer  
Project Manager



Richard F. Basta, AIA, CID, LEEDAP  
Sr. Vice President-Design

Cc: EI Distribution

G:\PROJECTS\HOBOKEN CITY\EG7452.00\_EMERGENCY GENERATORS 8 BLDGS\ADMINISTRATIVE\PROPOSALS\CHANGE ORDER DEMAND RESPONSE EMERGENCY GENERATOR.DOCX



INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT  
AWARDED TO ARTESIAN DESIGN GROUP FOR ICE AND  
SNOW REMOVAL DUE TO EXCESSIVE ICE AND SNOW  
BUILDUP ON THE CITY'S RIGHTS OF WAY IN THE WAKE  
OF THE SNOW EMERGENCIES DECLARED UNDER THE  
STATE OF NEW JERSEY STATE OF EMERGENCY FOR  
FEBRUARY 2014, IN AN AMOUNT NOT TO EXCEED  
\$44,070.00 FOR GOODS TO BE PROVIDED IMMEDIATELY  
WITH PAYMENT UPON CONFIRMATION OF THE  
CONTRACT BY THE COUNCIL**

**WHEREAS**, the City of Hoboken was faced with an emergency situation which had the potential to create serious risks to the safety, health and welfare of the general public, specifically, the significant ice and snow buildup on public rights of way during the snow/ice emergency which occurred during the month of February 2014; and,

**WHEREAS**, the Administration consulted and negotiated with the single source vendor of snow and ice removal; and,

**WHEREAS**, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Artesian Design Group, Inc. for said services following the State of Emergency in February 2014, and the Council now seeks to ratify the award of the contract to Artesian Design Group, Inc. for a total contract amount of Forty Four Thousand Seventy Dollars (\$44,070.00), for services to be provided expeditiously upon authorization to proceed from the BA, with payments to be made thereafter upon proper compliance with the applicable emergency sections of the state statutes; and,

**WHEREAS**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$44,070.00 is available in the following appropriation \_\_\_\_\_ in the CY2014 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 CY2014; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Forty Four Thousand Seventy Dollars (\$44,070.00) as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached cost sheet 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. This resolution is for the services listed on the cost sheet, and shall not be for any continuous contracting with this contractor beyond what was done during the snow/ice emergency in February 2014.
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:

Artesian Design Group, Inc.  
117 Peter Street  
Union City, New Jersey 07087

**Reviewed:**

**Approved as to Form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

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

**Meeting Date: May 7, 2014**

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

# Artesian Design Group, Inc.

117 Peter Street  
 Union City, NJ, 07087  
 Telephone: (201) 683-9770  
 Facsimile: (201) 683-9769  
 E-mail: jjms35@aol.com  
 Web: artesian-designgroup.com

February 28, 2014

City of Hoboken, New Jersey  
 c/o Mr. Leo Pellegrini  
 Director, Environmental Services  
 94 Washington Street  
 Hoboken, NJ 07030  
 Re: Snow Removal Invoice

The following invoice is being submitted for the snow removal on February 19, 2014 through February 22, 2014 for the City of Hoboken, New Jersey. This invoice includes the prices for all labor and equipment. The hourly pricing includes machine operators and drivers.

<b>February 19, 2014 - 12 Hours*</b>			
<i>Item</i>	<i>Quantity x Rate</i>	<i>Subtotal</i>	<i>Total</i>
Labor	4 x \$40	\$160	\$1,920
Bobcat	2 x \$225	\$450	\$5,400
Backhoe	1 x \$250	\$250	\$3,000
8' Dump Truck	1 x \$110	\$110	\$1,320
10' Dump Truck	1 x \$115	\$115	\$1,380
12' Dump Truck	1 x \$125	\$125	\$1,500
<b>TOTAL:</b>			<b>\$14,520</b>
<b>February 20, 2014 - 12 Hours*</b>			
<i>Item</i>	<i>Quantity x Rate</i>	<i>Subtotal</i>	<i>Total</i>
Labor	4 x \$40	\$160	\$1,920
Bobcat	2 x \$225	\$450	\$5,400
Backhoe	1 x \$250	\$250	\$3,000
8' Dump Truck	1 x \$110	\$110	\$1,320
10' Dump Truck	1 x \$115	\$115	\$1,380
12' Dump Truck	1 x \$125	\$125	\$1,500
<b>TOTAL:</b>			<b>\$14,520</b>
<b>February 21, 2014 - 12 Hours*</b>			
<i>Item</i>	<i>Quantity x Rate</i>	<i>Subtotal</i>	<i>Total</i>
Labor	4 x \$40	\$160	\$1,920
Bobcat	1 x \$225	\$225	\$2,700
Backhoe	1 x \$250	\$250	\$3,000
8' Dump Truck	1 x \$110	\$110	\$1,320
10' Dump Truck	1 x \$115	\$115	\$1,380
12' Dump Truck	1 x \$125	\$125	\$1,500
<b>TOTAL:</b>			<b>\$11,820</b>

<b>February 22, 2014 - 6 Hours*</b>			
<i>Item</i>	<i>Quantity x Rate</i>	<i>Subtotal</i>	<i>Total</i>
Labor	4 x \$40	\$160	\$960
Backhoe	1 x \$250	\$250	\$1,500
12' Dump Truck	1 x \$125	\$125	\$750
<b>TOTAL:</b>			<b>\$3,210</b>
<b>GRAND TOTAL:</b>			<b>\$44,070</b>

**EXECUTIVE ORDER NO. 150**

WHEREAS, beginning on January 2, January 21, February 3, and February 4, 2014, the State of New Jersey experienced severe winter storms bringing heavy snow, mixed precipitation including ice, and freezing temperatures throughout the State; and

WHEREAS, beginning on February 12, 2014, the State of New Jersey is expected to experience a severe winter storm with heavy snow, high winds, mixed precipitation including ice, and freezing temperatures throughout the State; and

WHEREAS, this severe winter storm is predicted to produce hazardous travel conditions, cause fallen trees and power outages, and produce potential coastal, stream, and river flooding throughout the State; and

WHEREAS, this severe winter storm is expected to result in dangerous and icy conditions across New Jersey for several days, impeding transportation and the normal operation of public and private entities; and

WHEREAS, the impending weather conditions may make it difficult or impossible for citizens to obtain the necessities of life, as well as essential services such as police, fire, and first aid; and

WHEREAS, the recent series of winter storms in New Jersey have reduced the supply of rock salt to critically low levels; and

WHEREAS, rock salt is an essential to maintaining safe travel on State, county, local, and interstate roads as a result

WHEREAS, it is necessary to take action in advance of the storm to lessen the threat to lives and property in this State; and

WHEREAS, the impending weather conditions constitute an imminent hazard, which threatens and presently endangers the health, safety, and resources of the residents of one or more municipalities and counties of this State; and

WHEREAS, this situation may become too large in scope to be handled by the normal county and municipal operating services in some parts of this State, and this situation may spread to other parts of the State; and

WHEREAS, the Constitution and statutes of the State of New Jersey, particularly the provisions of N.J.S.A. App. A:9-33, et seq., N.J.S.A. 38A:3-6.1, and N.J.S.A. 38A:2-4, and all amendments and supplements thereto, confer upon the Governor of the State of New Jersey certain emergency powers;

NOW, THEREFORE, I, CHRIS CHRISTIE, Governor of the State of New Jersey, in order to protect the health, safety, and welfare of the people of the State of New Jersey, DO DECLARE and PROCLAIM that a State of Emergency exists in the State of New Jersey and I hereby ORDER and DIRECT the following:

1. I authorize and empower the State Director of Emergency Management, who is the Superintendent of State Police, to activate those elements of the State Emergency Operations Plan that he deems necessary to further safeguard the public security, health, and welfare, to direct the activation of

2. I authorize and empower the State Director of Emergency Management, in accordance with N.J.S.A. App. A:9-33, et seq., as supplemented and amended, through the police agencies under his control, to determine the control and direction of the flow of vehicular traffic on any State or interstate highway, municipal or county road, and any access road, including the right to detour, reroute, or divert any or all traffic and to prevent ingress or egress from any area that, in the State Director's discretion, is deemed necessary for the protection of the health, safety, and welfare of the public, and to remove parked or abandoned vehicles from such roadways as conditions warrant.

3. I authorize and empower the Attorney General, pursuant to the provisions of N.J.S.A. 39:4-213, acting through the Superintendent of State Police, to determine the control and direction of the flow of vehicular traffic on any State or interstate highway, municipal or county road, and any access road, including the right to detour, reroute, or divert any or all traffic, and to prevent ingress or egress and further authorize all law enforcement officers to enforce any such order of the Superintendent of State Police within their respective municipalities.

4. I authorize and empower the State Director of Emergency Management to order the evacuation of all persons, except for those emergency and governmental personnel whose presence the State Director deems necessary, from any area where

5. I authorize and empower the State Director of Emergency Management to utilize all facilities owned, rented, operated, and maintained by the State of New Jersey to house and shelter persons who may need to be evacuated from a residence, dwelling, building, structure, or vehicle during the course of this emergency.

6. I authorize and empower the Commissioner of the Department of Transportation to take all appropriate steps to alleviate the shortage of rock salt throughout the State in all matters concerning this state of emergency.

7. I authorize and empower the executive head of any agency or instrumentality of the State government with authority to promulgate rules to waive, suspend, or modify any existing rule, the enforcement of which would be detrimental to the public welfare during this emergency, notwithstanding the provisions of the Administrative Procedure Act or any law to the contrary for the duration of this Executive Order, subject to my prior approval and in consultation with the State Director of Emergency Management. Any such waiver, modification, or suspension shall be promulgated in accordance with N.J.S.A. App. A:9-45.

8. I authorize and empower the Adjutant General, in accordance with N.J.S.A. 38A:2-4 and N.J.S.A. 38A:3-6.1, to order to active duty such members of the New Jersey National Guard who, in the Adjutant General's judgment, are necessary to provide aid to those localities where there is a threat or

9. In accordance with N.J.S.A. App. A:9-34 and -51, I reserve the right to utilize and employ all available resources of the State government and of each and every political subdivision of the State, whether of persons, properties, or instrumentalities, and to commandeer and utilize any personal services and any privately owned property necessary to protect against this emergency.

10. In accordance with N.J.S.A. App. A:9-40, no municipality, county, or any other agency or political subdivision of this State shall enact or enforce any order, rule, regulation, ordinance, or resolution, which will or might in any way conflict with any of the provisions of this Order, or which will in any way interfere with or impede the achievement of the purposes of this Order.

11. It shall be the duty of every person or entity in this State or doing business in this State and of the members of the governing body and every official, employee, or agent of every political subdivision in this State and of each member of all other governmental bodies, agencies, and authorities in this State of any nature whatsoever, to cooperate fully with the State Director of Emergency Management in all matters concerning this state of emergency.

12. In accordance with N.J.S.A. App. A:9-34, N.J.S.A. App. A:9-40.6, and N.J.S.A. 40A:14-156.4, no municipality or public or semipublic agency shall send public works, fire, police, emergency medical, or other personnel or equipment into any non-

management coordinator or his deputies in consultation with the State Director of Emergency Management.

13. This Order shall take effect immediately and shall remain in effect until such time as it is determined by me that an emergency no longer exists.

GIVEN, under my hand and seal this  
12th day of February,  
Two Thousand and Fourteen,  
and of the Independence of  
the United States, the Two  
Hundred and Thirty-Eighth.

[seal]

/s/ Chris Christie

Governor

Attest:

/s/ Christopher S. Porrino  
Chief Counsel to the Governor

**SPONSORED:** \_\_\_\_\_  
**SECONDED:** \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_**

**RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS  
FOR ECONOMIC DEVELOPMENT CONSULTANT FOR A 12 MONTH TERM**

**WHEREAS**, the City of Hoboken currently requires the assistance of economic development specialists to assist the city government; and

**WHEREAS**, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1 shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for a 12 month contract, with two one year options at the sole discretion of the City, for an economic development consultant for the City of Hoboken.

**MEETING: May 7, 2014**

**REVIEWED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

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

**SPONSORED:** \_\_\_\_\_  
**SECONDED:** \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_**

**RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS  
FOR INFORMATION TECHNOLOGY SERVICES FOR A 12 MONTH TERM**

**WHEREAS**, the City of Hoboken requires the constant uninterrupted use of its information technology; and

**WHEREAS**, the City is currently operating under a holdover competitive contract for IT services, and seeks to enter into a current, LPCL and Fair and Open compliant contract for said services; and,

**WHEREAS**, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1 shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for a 12 month contract, with two one year options to extend at the sole discretion of the City, for IT services for the City of Hoboken.

**MEETING: May 7, 2014**

**REVIEWED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

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

**SPONSORED:** \_\_\_\_\_  
**SECONDED:** \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_**

**RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS  
FOR WATER UTILITY FINANCIAL ADVISOR FOR A 12 MONTH TERM**

**WHEREAS**, the City of Hoboken currently requires the assistance of financial advisor for water utility matters to assist the city government; and

**WHEREAS**, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered; and

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1 shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for a 12 month contract, with two one year options at the sole discretion of the City, for financial advisor for water utility matters for the City of Hoboken.

**MEETING: May 7, 2014**

**REVIEWED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

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

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**THIS RESOLUTION AUTHORIZES THE CITY OF HOBOKEN TO ENTER INTO THE  
ATTACHED COLLECTIVE BARGAINING AGREEMENT WITH THE CITY OF HOBOKEN'S  
PART TIME UNION, LOCAL 108 - RWDSU**

**WHEREAS**, the City of Hoboken by and through the Mayor, Corporation Counsel and Business Administrator have engaged in negotiations on behalf of the City with the Part Time Employee's Union, resulting in a formalized Collective Bargaining Agreement, as attached; and,

**WHEREAS**, the City of Hoboken, by the Mayor, Corporation Counsel and Business Administrator recommend that the terms memorialized in the attached Collective Bargaining Agreement by and between the City of Hoboken and Local 108-RWDSU be accepted by the City Council.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that:

1. The above recitals are incorporated as if fully set forth at length;
2. The Council hereby authorizes the Mayor or her authorized designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution, including, without limitation, the attached Collective Bargaining Agreement, or a revision of same without any substantive changes;
3. This resolution shall be effective immediately;

**Reviewed:**

**Approved as to Form:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

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

**Meeting Date: May 7, 2014**

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

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF HOBOKEN**  
**(Part-time Workers)**  
**AND**  
**LOCAL 108 RWDSU, UFCW**  
**January 1, 2014 through December 31, 2014**

## **PREAMBLE**

This Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_ entered into and between the City of Hoboken, New Jersey, in the county of Hudson, a municipal corporation of the State of New Jersey (hereinafter referred to as the “City”) and Local 108, RWDSU, UFCW (hereinafter referred to as the “Union”) represents the complete and final understanding of all bargainable between the City and the Union and is designated to maintain and promote a harmonious relationship between the City and each of its employees who are covered by *Article 1, Recognition*, in order that a more efficient and progressively public service may be rendered.

## **ARTICLE I**

### **RECOGNITION**

In accordance with the election conducted by the New Jersey Public Employee Relations Commission, the City recognizes the Union as the exclusive collective negotiations agent for all part-time workers employed by the City of Hoboken, New Jersey.

## **ARTICLE II**

### **DUES DEDUCTIONS**

Section 1.A. The City agrees to deduct from the salaries of its employees, subject to this Agreement dues for the Union. Such deductions shall be made in accordance with Chapter 310, public laws of 1967, (N.J.S.A. 53:14-15, 9C), as amended. Such monies together with records of any collections shall be transmitted to the Union office by the thirtieth (30<sup>th</sup>) of each month following the monthly pay period in which the deductions were made.

Section 1.B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change, and shall furnish to the City either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President and secretary of the Union advising of the changed deduction.

Section 1.C. The Union will provide the necessary “Check-Off Authorization” forms and the Union will secure the signature of its members on the forms and deliver the signed forms to the Director of Finance of the City.

Section 2.A. All employees in the Bargaining Unit who are not members of the Union shall be required to pay a representation fee in lieu of dues for services rendered by the Union.

Section 2.B. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Union to its members, less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, with a maximum limit of eighty-five percent (85%) of the regular membership dues, fees and assessments.

Section 2.C. The Union shall be entitled to the representation fee only if membership in the Union is available to all employees of the Bargaining Unit upon basis, and provided further, that nothing contained herein shall be deemed to require any employee to become a member of the union.

Section 2.D. Payment of the representation fee shall be made to the Union during the term of the Collective Bargaining Agreement affecting such non-member employees and during the period, if any, between successor agreements, providing the employer shall deduct the representation fee from the wages or salaries of the non-member employee.

Section 2.E. The Union shall provide to the employer a list of membership dues, fees and assessments charged to its members and the cost of any benefits financed there from, which benefit members only; any change of this list must be reported to the employer within fifteen (15) days of such change.

Section 2.F. Dues will be deducted automatically from an employee's paycheck on a bi-weekly basis and forwarded to the union via check from the Finance Department on or about the first day of each month.

Section 2.G. Covered part-time titles are listed on the last page of this Agreement.

### **ARTICLE III**

#### **FAIR SHARE ASSESSMENT**

Section 3.A. Any new hire in this Unit who does not make application for membership to the Union within thirty (30) days from the date of employment shall have deducted from his/her pay by the City eighty-five percent (85%) of the monthly Union dues. The City shall deduct the sum of eighty-five percent (85%) of the rate of Local 108 dues from each and every non-member of the Bargaining Unit represented by the Union.

All employees shall be entered into the New Jersey Public Employees Retirement System in accordance with New Jersey State Law.

### **ARTICLE IV**

#### **GRIEVANCE PROCEDURE**

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

B. Definition

The term “grievance” as used herein is defined as any controversy arising over the interpretation or adhere to the terms and conditions of this Agreement and may be raised by the individual, the Union, or the City. The Union Business Agent and Shop Steward shall have the right to participate in all steps of the “grievance procedure” noted below.

C. Steps of the Grievance Procedure

The following constitutes a sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent of the parties.

STEP ONE (Conference Meeting)

Prior to a formal grievance being submitted, the Union shall notify the Director/Supervisor and/or his/her designee that a complaint has been submitted. A “conference meeting” shall be held with the Director/Supervisor or his/her designee, with the Union in order to attempt to resolve the matter. Said meeting shall be scheduled by mutual agreement between Director/Supervisor or his/her designee and the Union.

STEP TWO

If no resolution is forthcoming as a result of the “conference meeting” the aggrieved employee or the Union shall institute a grievance under the provisions hereof within thirty (30) working days of the occurrence of the complaint. An earnest effort shall be made to settle the differences between the aggrieved employee or the Union and the immediate Director/Supervisor or his/her designee.

The Director/Supervisor or his/her designee shall render a decision within five (5) working days after his/her receipt of the grievance. Failure to render a decision in a timely manner shall be considered a denial and grievant shall move to the next step.

STEP THREE

- A. In the event the grievance has not been resolved at Step Two, the matter may be submitted to the Business Administrator within ten (10) working days following the receipt of the determination of the Director of the department.
- B. The Business Administrator is his/her designee who shall review the matter and make a determination within ten (10) working days from his/her receipt of the grievance. The Business Administrator may request a meeting with the union representative and grievant. Failure to render a decision in a timely manner shall be considered a denial and grievant shall move to the next step.

**STEP FOUR**

- A. In the event the grievance has not been resolved during the grievance procedure, the Union may within thirty (30) working days after Step Three answer request arbitration. The Arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission. Only the union may request arbitration on behalf of a member and not the member alone.
- B. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts involved in the grievance as presented to him/her. The Arbitrator shall have no authority to add on, modify, detract from or alter any provisions of the Agreement or any amendment or supplement thereto.
- C. The cost for the Arbitrator shall be borne equally between the City and the Union. Any other expense incurred, shall be paid by the party incurring such costs.
- D. The decision of the Arbitrator shall be final and binding on the parties.

**ARTICLE V**

Benefits:

All employees of the bargaining unit shall receive a salary increase as follows:

2014 - 2%

**ARTICLE VI**

**Sick Days**

Part-time permanent employees shall receive all benefits in accordance with the City of Hoboken Employee's Manual; ten (10) sick days.

**Vacation Days**

Part-time permanent employees shall receive all benefits in accordance with the City of Hoboken Employee's Manual; ten (10) vacation days.

**Crossing Guard Time Off**

Crossing Guards shall receive seven(7) Personal Time Off (PTO) days paid off annually. This may be utilized for purposes of sick time, vacation time or other discretionary time off.

**Holiday Pay**

Part-time permanent employees (excluding crossing guards) who are required to work on holidays when Hoboken City Hall is closed due to the nature of their duties shall receive overtime pay at a rate of time and a half.

**Uniform Allowance**

Crossing Guards will receive a uniform allowance of \$750.00 (seven-hundred and fifty dollars) annually, with half being paid on September 1 and the second allotment on December 15, of each contract year. Uniform requirements shall be prescribed by the Police Chief.

Environmental Service employees shall receive \$250.00 (two-hundred fifty dollars) annually for uniform purposes. Plus initial issue as follows:

- 2 Pants                            1 Pair steel tipped shoes
- 2 shirts                            1 rain Jacket
- 1 Coat (Winter)                1 Hat

Gloves as needed

The winter coat shall be returned upon leaving service with the City. All other items will be retained by the employee. Employees will be required to wear their uniform at all times during the service with the City. Uniforms may not be worn when employees are not on duty.

Parking Enforcement Officers shall receive \$350.00 (three-hundred fifty dollars) annually for uniform purposes.

**ARTICLE VII**

**NON-DISCRIMINATION CLAUSE**

There shall be no discrimination by the City of the Union against an employee on account of race, color, creed, sex, national origin or age. There should be no discrimination, interference, restraint or coercion by the City of any of its representatives against any of the employees covered under this Agreement because of their membership in the Union or because of any lawful activities by such employee on behalf of the Union.

**ARTICLE VIII**

**SEVERABILITY AND SAVINGS CLAUSE**

If any provision of this Agreement is held to be invalid by operation of law or by a court or by a tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected and shall continue in full force and effect.

**ARTICLE X**

**LEAVE OF ABSENCE**

Funeral Leave

Funeral Leave will be in accordance with the City of Hoboken Employee Personnel Manual.

**ARTICLE XI**

**SENIORITY**

All seniority and layoffs shall be done in accordance with New Jersey Civil Service Commission Rules and Regulation.

POSTING OF JOBS

The City agrees to establish a bulletin board for exclusive use by the RWDSU at the Environmental Service Garage and agrees to post all City job openings.

**ARTICLE XII**

**DURATION**

Section 1. This Agreement shall be in full force and effect as of January 1, 2014 and shall remain in effect up to and including December 31, 2014.

Section 2. The terms of this Agreement shall continue in effect during the negotiations for any successor agreement between the parties.

Section 3. The parties agree to abide by the rules of the Public Employment Relations Commission in terms of providing notice of a desire to negotiate a successor labor agreement.

This Agreement is subject to ratification by the membership of the Union and the City Council.

IN WITNESS WHEREOF, the parties hereto affix their hands at Hoboken, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
CITY OF HOBOKEN

\_\_\_\_\_  
LOCAL 108, RWDSU, UFCW  
Charles N. Hall, Jr., President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

<b>Titles:</b>	<b>2014 Minimum Hourly Rate</b>
Crossing Guards	
1 <sup>st</sup> Year	\$9.20
Top Pay	\$10.82
Part-time	
Laborer	\$10.82
Omnibus Operator	\$10.82
Cashier	\$10.82
Recreation Aid	\$8.67
Court Attendant	\$9.81
Complaint Investigator	\$11.55
Sanitation Worker	\$10.61
Code Enforcement Officer	\$9.90
Clerk 1	\$9.62
Parking Enforcement Officer	\$9.62
Traffic Control Officer	\$12.24
Part-time telecommunications officer	\$18.00
Fire Prevention Specialist (Civilian)	\$20.00

IN WITNESS WHEREOF, the parties hereto affix their hands at Hoboken, New Jersey on this

\_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
CITY OF HOBOKEN

*Charles N Hall Jr*  
\_\_\_\_\_  
LOCAL 108, RWDSU, UFCW  
Charles N. Hall, Jr., President

\_\_\_\_\_  
Witness

*Denis Lemieux*  
\_\_\_\_\_  
Witness

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND 612 GARDEN STREET LLC, AS THE OWNER OF BLOCK 181 LOT 27 (a/k/a 612 Garden Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY**

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

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

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

**WHEREAS**, the City of Hoboken desires to grant to 612 Garden Street LLC, owner of Block 181 Lot 27, more commonly known as 612 Garden Street, Hoboken, such a license, by and through its authorized agent, Cossio/Brown Development.

**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 612 Garden Street LLC, owner of Block 181 Lot 27, more commonly known as 612 Garden Street, shall be subject and limited to the specifications included in Exhibit "A" (Jensen C. Vasil architectural drawings with metes and bounds detail and specifications 04/07/2014);
- 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: May 7, 2014**

**Approved:**

**Approved as to Form:**

\_\_\_\_\_  
**Quentin Wiest, Business Administrator**

\_\_\_\_\_  
**Mellissa Longo, Esq., Corporation Counsel**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Councilman Bhalla				
Councilwoman Castellano				
Councilman Cunningham				
Councilman Doyle				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Giattino				

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 **612 GARDEN STREET LLC**, owner of 612 Garden Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSEE**"), whose authorized agent shall be Cossio/Brown Development.

### 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 Garden Street R.O.W.; and

**WHEREAS**, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of replacing the steps to the basement, improving ingress and egress to the basement, improving drainage adjacent to the building, adding landscaping and making general esthetic improvements to the right of way in front of the building fronting onto Garden Street; and

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

**WHEREAS**, in consideration of the license, the **LICENSEE** shall continue to maintain said area in good repair and order, 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 Exhibit "A" (License Area), commonly referred to as the public right of way adjacent to Block 181 Lot 27, to replace the steps to the basement, improve ingress and egress to the basement, improve drainage adjacent to the building, add landscaping and make general esthetic improvements to and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by **LICENSOR** or **LICENSEE** without cause upon 90 day written notice, and may be terminated by the **LICENSOR** upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.
- 3) The **LICENSOR** retains the right to use the license area in any manner not inconsistent with the rights herein granted to the **LICENSEE** provided, however, that the **LICENSOR** shall not disturb the structural elements in any way without prior written notice to the **LICENSEE**.
- 4) The **LICENSEE** expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the **LICENSOR**, its servants, agents, employees, or assigns.

- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, 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 \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**LICENSEE:** 612 GARDEN STREET LLC, owner in fee of Block 181 Lot 27, more commonly known as 612 Garden Street, Hoboken, NJ.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_,  
Authorized Agent of 612 Garden Street LLC,  
as owner of, 612 Garden Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

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**APPLICATION AND**  
**EXHIBITS**



# APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

## CITY OF HOBOKEN

**Dawn Zimmer, Mayor**

94 Washington Street  
Hoboken, NJ 07030

Work Site Address:

612 Garden Street  
Hoboken, NJ 07030

Block: 181

Lot(s): 27

Applicant:

Cossio / Brown Development

Owner (if other than Applicant):

612 Garden Street LLC

Address:

612 Garden Street  
Hoboken, NJ 07030

Address:

612 Garden Street  
Hoboken, NJ 07030

Date Received:

Apr 15, 2014

Phone: (201) 420-3019

Phone:

e-mail: jensen@jcvarch.com

e-mail:

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

Relocation and replacement of the steps to the basement and excavation of the inner courtyard to align with basement entry. Basement steps will be moved out slightly to align with the main stoop; the new stairs will be cast in place concrete with bluestone treads. A new patio area drain will be installed in the center and the patio regraded to the drain; patio area will be finished with bluestone pavers. A 6'5" x 4'2" area of concrete will be removed to create an at grade planting bed between the sunken patio area and the sidewalk. New iron railings and gate will be installed in line with gates and rails of adjacent properties on the block frontage. Main entry stoop to the 1st floor may be repaired if necessary but will not be altered. Area of work is 16'7" x 11'1" (183.7 sf).

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

Improve drainage and general access to the basement and provide for a more attractive entryway and general beautification of the pedestrian right of way.

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

Yes, building is currently under renovation and being converted from 2-family to single family.

Documents provided with application; check all that apply:

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

4.29.14

Applicant's signature

Date



**CITY OF HOBOKEN**

94 Washington Street  
Hoboken, NJ 07030

**Zoning Officer**

Ann Holtzman  
(201) 420-2063

aholtzman@hobokennj.org



# FIRST CERTIFICATE OF ZONING COMPLIANCE

Date Received: 04/15/2014

Date Issued: 04/15/2014

Prior Approvals: n/a

Block: 181 Work Site Location: 612 Garden Street, Hoboken Zoning District: R-1  
 Lot: 27 Lot Size: 16.67 x 100 Proposed Use: Residential No. Units: 2U to 1U\* Special District: n/a

**OWNER / OCCUPANT:**

Name: Cossio / Brown Development  
 Address: 612 Garden Street  
 City: Hoboken State: NJ Zip Code: 07030  
 Phone: Cell Phone:  
 E-mail:

**ARCHITECT / CONTRACTOR:**

Name: Sea Bright Solar installer c/o Jensen C Vasil, Arch.  
 Address: 1021 Grand Street, 4D  
 City: Hoboken State: NJ Zip Code: 07030  
 Bus. Phone: (201) 424-3019 Fax / Cell:  
 E-mail: jensen@jcvarch.com

Pursuant to the Zoning Ordinance; Chapter 196 of the Code of the City of Hoboken, I hereby grant permission to perform the following work:

Installation of a new solar energy system and emergency backup generator at the above referenced location as per Vasil architectural drawings updated to 04/07/2014. Two (2) solar panel arrays will be installed; one consisting of 10 panels at the rear of the roof; the other consisting of 6 panels at the front of the roof set back 10' from the front parapet wall. A new natural gas generator will also be installed on the roof; roof deck to be reinforced and generator secured with hurricane clips directly to joists. Interior connections for both will be added as shown.

Utility connections should be raised above BFE (at least 11' NAVD) to comply with FEMA regulations. Relocate from cellar if needed.

**IMPORTANT:** All necessary permits must be obtained from the Building Department. Upon completion a zoning inspection and Final Certificate must be obtained from this office prior to the issuance of a Certificate of Occupancy.

Ann Holtzman, Zoning Officer

FEE: \$100.00

Check or Rcpt #: 938530

Collected by:

**CITY OF HOBOKEN**

94 Washington Street  
Hoboken, NJ 07030

**Zoning Officer**

Ann Holtzman

(201) 420-2063

aholtzman@hobokennj.org



# FIRST CERTIFICATE OF ZONING COMPLIANCE

Date Received: 05/16/2013

Date Issued: 05/20/2013

Prior Approvals: n/a

Block: 181 Work Site Location: 612 Garden Street, Hoboken Zoning District: R-1

Lot: 27 Lot Size: 16.67 x 100 Proposed Use: Residential No. Units: 2U to 1U\* Special District: n/a

**OWNER / OCCUPANT:**

Name: Cossio / Brown Development

Address: 612 Garden Street

City: Hoboken State: NJ Zip Code: 07030

Phone: Cell Phone:

E-mail:

**ARCHITECT / CONTRACTOR:**

Name: Jensen C Vasil, Arch.

Address: 1021 Grand Street, 4D

City: Hoboken State: NJ Zip Code: 07030

Bus. Phone: (201) 424-3019 Fax / Cell:

E-mail: jensen@jcvarch.com

Pursuant to the Zoning Ordinance; Chapter 196 of the Code of the City of Hoboken, I hereby grant permission to perform the following work:

Construction of a 3-story rear addition and full interior renovation of the existing structure at the above referenced location as per Vasil architectural drawings dated 04/15/2013. Existing dwelling unit in the below-grade, below-BFE cellar will be eliminated; all fixtures and finishes removed; cellar will become accessory to the single-family use with a full bath, mechanical room and storage but no residential occupancy. A new 3-story extension, 16'2" x 16'8" will be constructed over and extended cellar foundation. New lot coverage will be 59.4% including rear stairs; height will remain 32'4.5" above grade; front and side setbacks remain 0'; rear yard setback will be 34'3" to stairs, 42'3" to rear of the structure. Interior of all floors will be cleared of dividing walls, fixtures and finishes. The 1st floor will be fit out with a new kitchen, half-bath, dining and family room. The 2nd floor will be reconstructed with two (2) bedrooms and two (2) full baths. The 3rd floor will also be fit out with two (2) bedrooms, two (2) full baths and a laundry room. Two (2) AC condenser units will be installed on the roof. NOTE: Yard alterations represented on Z-001 and A-100 do not match. An updated plan detail must be provide for proposed yard alterations.

An existing frame shed in the rear yard will be demolished and removed in its entirety.

**IMPORTANT:** All necessary permits must be obtained from the Building Department. Upon completion a zoning inspection and Final Certificate must be obtained from this office prior to the issuance of a Certificate of Occupancy.

Ann Holtzman, Zoning Officer

FEE: \$100.00

Check or Rcpt #: 1882

Collected by: Holtzman

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE  
CITY OF HOBOKEN AND MICHAEL DABNEY, AS THE OWNER OF  
BLOCK 193 LOT 43 (a/k/a 614 Bloomfield Street), FOR USE AND MAINTENANCE  
OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY**

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

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

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

**WHEREAS**, the City of Hoboken desires to grant to Michael Dabney, owner of Block 193 Lot 43, more commonly known as 614 Bloomfield Street, Hoboken, such a license.

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

- 1) Approval of the attached "License Agreement" between the City of Hoboken and Michael Dabney, owner of Block 193 Lot 43, more commonly known as 614 Bloomfield Street, shall be subject and limited to the specifications included in the attached Application and Exhibits including Jensen C. Vasil architectural drawings dated 03/28/2014;
- 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: May 7, 2014**

**Approved:**

**Approved as to Form:**

\_\_\_\_\_  
**Quentin Wiest, Business Administrator**

\_\_\_\_\_  
**Mellissa Longo, Esq., Corporation Counsel**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Councilman Bhalla				
Councilwoman Castellano				
Councilman Cunningham				
Councilman Doyle				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Giattino				

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 **MICHAEL DABNEY**, owner of 614 Bloomfield Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSEE**").

### WITNESSETH

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

**WHEREAS**, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of making improvements to the ingress and egress of the building, improving stormwater management adjacent to the building, and making general esthetic improvements to the right of way in front of his building fronting onto Bloomfield Street; and

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

**WHEREAS**, in consideration of the license, the **LICENSEE** shall continue to maintain said area in good repair and order, 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 Exhibit "A" (License Area), commonly referred to as the public right of way adjacent to Block 193 Lot 43, to make improvements to the ingress and egress of the building, improve stormwater management adjacent to the building, and make general esthetic improvements to the right of way 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 \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**LICENSEE:** MICHAEL DABNEY, owner in fee of Block 193 Lot 43, more commonly known as 614 Bloomfield Street, Hoboken, NJ.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_,

owner of, 614 Bloomfield Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**APPLICATION AND**  
**EXHIBITS**



# APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

## CITY OF HOBOKEN

**Dawn Zimmer, Mayor**

94 Washington Street  
Hoboken, NJ 07030

Work Site Address:

614 Bloomfield Street  
Hoboken, NJ 07030

Block: 193

Lot(s): 43

Applicant:

Michael Dabney

Owner (if other than Applicant):

same

Address:

614 Bloomfield Street  
Hoboken, NJ 07030

Address:

(pending completion of construction)  
88 Lexington Ave, PhA, New York, NY 10016

Date Received:

Apr 11, 2014

Phone: (201) 424-3019

Phone:

e-mail: jensen@jcvarch.com

e-mail:

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

Replacement of the basement stairs and excavation of the inner courtyard. Basement stairs will remain in the same location but be reconstructed; the new stairs would be cast in place concrete with bluestone treads. Patio area drain will be relocated to the center and the patio regraded to the drain; patio area will be finished with bluestone pavers. New iron railings and gate will be installed in line with gates and rails of adjacent properties on the block frontage. Main entry stoop to the 1st floor may be refaced but will not be altered. Area of work is 7'8.5" x 9'3.5" (71.6 sf).

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

Improve drainage and general access to the basement and provide for a more attractive entryway and general beautification of the pedestrian right of way.

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

Yes, home is currently under renovation converting it from a 4-family to 2-family.

Documents provided with application; check all that apply:

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

Applicant's signature

4-29-14  
Date



CITY OF HOBOKEN  
94 Washington Street  
Hoboken, NJ 07030  
**Zoning Officer**  
Ann Holtzman  
(201) 420-2063  
aholtzman@hobokennj.org



# FIRST CERTIFICATE OF ZONING COMPLIANCE

Date Received: 09/13/2013

Date Issued: 09/16/2013

Prior Approvals: n/a

Block: 193 Work Site Location: 614 Bloomfield Street, Hoboken Zoning District: R-1  
Lot: 43 Lot Size: 15 x 95 Proposed Use: Residential No. Units: 4U to 2U Special District: n/a

### OWNER / OCCUPANT:

Name: Michael Dabney & Natalie Pregibon  
Address: 614 Bloomfield Street  
City: Hoboken State: NJ Zip Code: 07030  
Phone: Cell Phone:  
E-mail:

### ARCHITECT / CONTRACTOR:

Name: Jensen C. Vasil, Arch.  
Address: 1021 Grand Street, 4D  
City: Hoboken State: NJ Zip Code: 07030  
Bus. Phone: (201) 424-3019 Fax / Cell:  
E-mail: jcvarch@aol.com

Pursuant to the Zoning Ordinance; Chapter 196 of the Code of the City of Hoboken, I hereby grant permission to perform the following work:

Full rehabilitation of the existing structure at the above referenced location converting it from 4-dwelling units to 2-dwellings as per Vasil architectural drawings dated 08/28/2013. Existing interior will be completely cleared of all walls, fixtures and finishes. A new basement extension, 5'9" x 15' will be constructed increasing overall building to 15' x 56'1" or 59% lot coverage; with rear stairs 60%. Basement will be fit out as a simplex apartment with new kitchen/living room, one (1) bedroom, and one (1) full bath. The 1st, 2nd and 3rd floors will be fit out as a triplex dwelling. The 1st floor will contain the kitchen, a half-bath, dining and living rooms. The 2nd floor will be fit out with one (1) bedroom, one (1) full bath, and an office/study. The 3rd floor will be finished with two (2) bedrooms, one (1) full bath and a playroom. Three (3) curb-mounted AC condenser units will be installed on the upper roof along with three (3) new skylights and a roof access hatch. Front and rear facades will be restored with new door, windows, repaired sills, masonry and cornice; rear fire escape will be removed.

Alterations of front stoop/areaway and courtyard are not included at this time subject to license agreement to be obtained.

IMPORTANT: All necessary permits must be obtained from the Building Department. Upon completion a zoning inspection and Final Certificate must be obtained from this office prior to the issuance of a Certificate of Occupancy.

  
Ann Holtzman, Zoning Officer

FEE: \$100.00

Check or Rcpt #: 1954

Collected by: 

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE CITY OF HOBOKEN AND SUSAN and DARYL PREGIBON, AS THE OWNERS OF BLOCK 217.01 LOT 19 (a/k/a 624 Hudson Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY**

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

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

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

**WHEREAS**, the City of Hoboken desires to grant to Susan and Daryl Pregibon, owners of Block 217.01 Lot 19, more commonly known as 624 Hudson Street, Hoboken, such a license.

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

- 1) Approval of the attached "License Agreement" between the City of Hoboken and Susan and Daryl Pregibon, owners of Block 217.01 Lot 19, more commonly known as 624 Hudson Street, shall be subject and limited to the specifications included in the attached Application and Exhibits including GALE Architectural Services drawings dated 03/24/2014;
- 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: May 7, 2014**

**Approved:**

**Approved as to Form:**

\_\_\_\_\_  
**Quentin Wiest, Business Administrator**

\_\_\_\_\_  
**Mellissa Longo, Esq., Corporation Counsel**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Councilman Bhalla				
Councilwoman Castellano				
Councilman Cunningham				
Councilman Doyle				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Giattino				

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 **SUSAN and DARYL PREGIBON**, owners of 624 Hudson Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSEE**").

### WITNESSETH

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

**WHEREAS**, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of making improvements to the ingress and egress of the building, improving stormwater management adjacent to the building, adding landscaping and making general esthetic improvements to the right of way in front of their building fronting onto Hudson Street; and

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

**WHEREAS**, in consideration of the license, the **LICENSEE** shall continue to maintain said area in good repair and order, 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 Exhibit "A" (License Area), commonly referred to as the public right of way adjacent to Block 217.01 Lot 19, to make improvements to the ingress and egress of the building, improve stormwater management adjacent to the building, add landscaping and make general esthetic improvements to the right of way 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 \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**LICENSEE:** SUSAN and DARYL PREGIBON, owners in fee of Block 217.01 Lot 19, more commonly known as 624 Hudson Street, Hoboken, NJ.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_,  
owner of, 624 Hudson Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**APPLICATION AND**  
**EXHIBITS**



# APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

## CITY OF HOBOKEN

**Dawn Zimmer, Mayor**

94 Washington Street  
Hoboken, NJ 07030

Work Site Address:

624 Hudson Street  
Hoboken, NJ 07030

Block: 217.01

Lot(s): 19

Applicant:

Susan & Daryl Pregibon

Address:

624 Hudson Street  
Hoboken, NJ 07030

Owner (if other than Applicant):

same

Address:

Date Received:

Apr 11, 2014

Phone: (201) 222-9962

e-mail: susanpregibon@gmail.com

Phone:

e-mail:

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

Area behind the fence line will be altered to create a split-level courtyard with a new at-grade planting bed adjacent to the fence. Courtyard will be regraded and bluestone pavers reinstalled. Lower area drain will be unchanged, but upper area drain closest to the sidewalk will be replaced with a catch basin to collect stormwater and redirect it to the planting bed. Decorative iron fence will be repaired or replaced in kind and will continue match the fence-line along the block frontage. Existing flush mounted cellar hatch will remain. Area of work is 17' x 20' (340 sf).

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

Improve drainage adjacent to the house and eliminate excess runoff entering the storm sewers; provide for a more attractive entryway and general beautification of the pedestrian right of way.

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

Yes, home is currently under renovation converting it from a 3-family to 2-family.

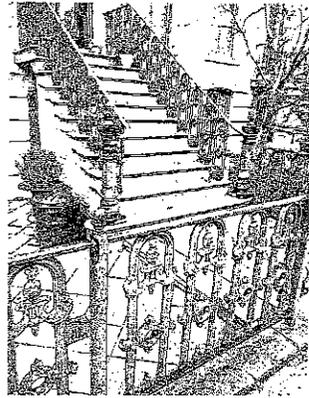
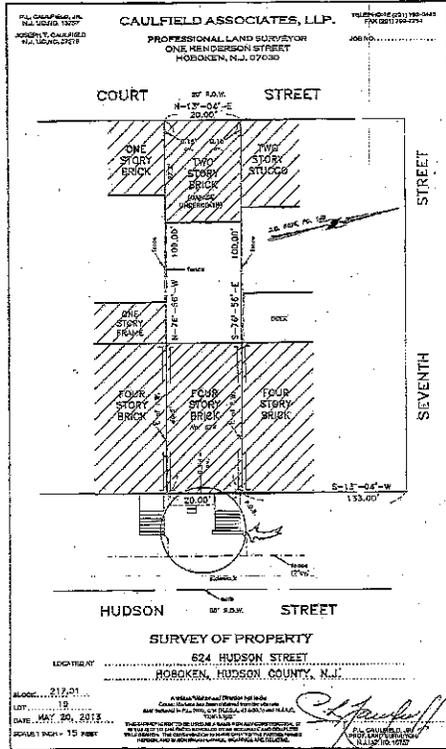
Documents provided with application; check all that apply:

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

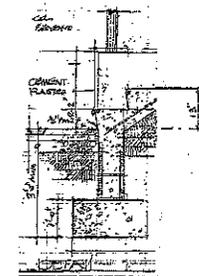
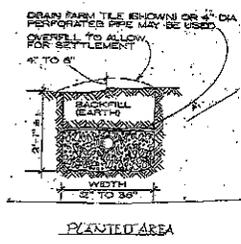
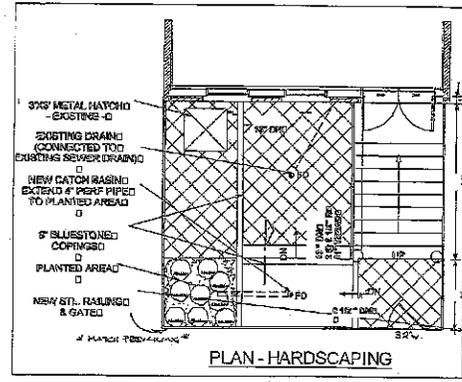
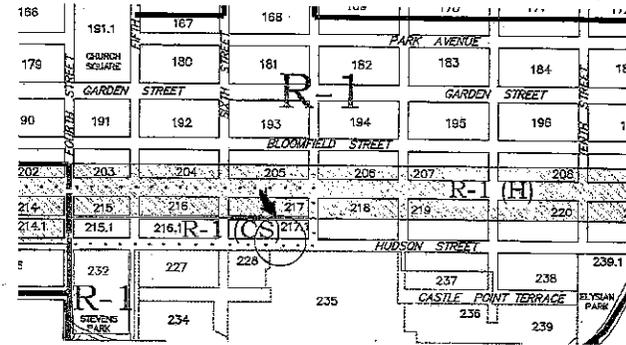
  
Applicant's signature

4/29/2014  
Date

**CODES**  
 INTERNATIONAL BUILDING CODE, 2009, NJ ED.  
 UNIFORM CONSTRUCTION CODE 2009  
 NATIONAL STANDARD PLUMBING CODE, 2009  
 INTERNATIONAL MECHANICAL CODE, 2009  
 NATIONAL ELECTRIC CODE, 2011  
 CABO/ANSI A117.1: ACCESSIBILITY CODE



EXISTING IRON FENCE & RAILING  
 REPLACE IN-PLACE



**GALE**  
 Architectural Services  
 George Vance, AIA.  
 233 COURT STREET  
 HOBOKEN, NEW JERSEY 07030  
 PHONE: 973-322-0742

PROFESSIONAL SEAL  
 GEORGE VANCE, AIA.  
 (Signature)

PROFESSIONAL SEAL  
 GEORGE VANCE, AIA.

PROFESSIONAL SEAL  
 GEORGE VANCE, AIA.

PROJECT NUMBER: 63-1401  
 PROJECT NAME:  
 624 HUDSON STREET  
 FRONT YARD  
 PERMITS

DRAWING TITLE:  
 HARDSCAPING  
 FRONT YARD  
 SCALE: 1/2" = 1'-0"  
 DATE: 5-23-14  
 DRAWN BY: G. VANCE  
 CHECKED BY: G. VANCE  
 SHEET NO. 2

DRAWING NO.:  
 A-1

No.	DATE	REVISIONS
1	5/23/14	
2		
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20		

**CITY OF HOBOKEN**

94 Washington Street  
Hoboken, NJ 07030

**Zoning Officer**

Ann Holtzman  
(201) 420-2063

aholtzman@hobokennj.org



**FIRST CERTIFICATE  
OF ZONING  
COMPLIANCE**

Date Received: 01/03/2014

Date Issued: 01/06/2014

Prior Approvals: n/a

Block: 217.01 Work Site Location: 624 Hudson Street, Hoboken - Carriage House Zoning District: R-1  
Lot: 19 Lot Size: 20 x 100 Proposed Use: Residential No. Units: 3U Special District: (CS) Court St

**OWNER / OCCUPANT:**

Name: Daryl & Susan Pregibon  
Address: 706 Hudson Street  
City: Hoboken State: NJ Zip Code: 07030  
Phone: (908) 656-4165 Cell Phone:  
E-mail: daroogle@gmail.com

**ARCHITECT / CONTRACTOR:**

Name: Francis Giblin, RA / Giblin Architecture  
Address: PO Box 1182  
City: Mountainside State: NJ Zip Code: 07092  
Bus. Phone: (908) 451-2098 Fax / Cell:  
E-mail: fgiblin@giblinarch.com

Pursuant to the Zoning Ordinance; Chapter 196 of the Code of the City of Hoboken, I hereby grant permission to perform the following work:

Construction of a vertical addition to the existing 1.5 story accessory garage at the above referenced location as per Giblin architectural drawings dated 12/15/2013. Prior permit approval included removal of the east facing wall of the garage reducing it in size to 20' x 24'8"; north, west and south walls remain unchanged. Setback between principal and accessory structures is 20' (22'10" not counting egress stairs), as required. Existing roof will be removed from the accessory garage and a new double-height 2nd floor will be added to the existing 1-story structure; for an overall height of 29'8". Interior will be fit out with a new foyer at the entrance from Court Street, and parking for two vehicles on the 1st floor. New stairs will be installed to the 2nd floor dwelling unit which will have a kitchen, dining/living room and full bath on the lower level and a sleeping mezzanine. One (1) AC condenser unit will be installed on the garage roof. Garage and pedestrian doors will be replaced on the Court Street facade; new construction portion will have double-height window and a brick veneer. The interior courtyard facade will have eight (8) new windows and a new door with stone lintels and brick veneer finish.

**IMPORTANT:** All necessary permits must be obtained from the Building Department. Upon completion, a zoning inspection and Final Certificate must be obtained from this office prior to the issuance of a Certificate of Occupancy.

Ann Holtzman, Zoning Officer

FEE: \$100.00 Check or Rcpt #: 7381 Collected by: Anastasio

**CITY OF HOBOKEN**

94 Washington Street  
Hoboken, NJ 07030

**Zoning Officer**

Ann Holtzman  
(201) 420-2063

aholtzman@hobokennj.org



**FIRST CERTIFICATE  
OF ZONING  
COMPLIANCE**

Date Received: 08/09/2013

Date Issued: 08/12/2013

Prior Approvals: n/a

Block: 217.01 Work Site Location: 624 Hudson Street, Hoboken Zoning District: R-1  
Lot: 19 Lot Size: 20 x 100 Proposed Use: Residential No. Units: 3U Special District: n/a

**OWNER / OCCUPANT:**

Name: Daryl & Susan Pregibon  
Address: 706 Hudson Street  
City: Hoboken State: NJ Zip Code: 07030  
Phone: (908) 656-4165 Cell Phone:  
E-mail: daroogle@gmail.com

**ARCHITECT / CONTRACTOR:**

Name: Francis Giblin, RA / Giblin Architecture  
Address: PO Box 1182  
City: Mountainside State: NJ Zip Code: 07092  
Bus. Phone: (908) 451-2098 Fax / Cell:  
E-mail: fgiblin@giblinarch.com

Pursuant to the Zoning Ordinance; Chapter 196 of the Code of the City of Hoboken, I hereby grant permission to perform the following work:

Alteration of the principal structure and accessory garage at the above referenced location as per Giblin architectural drawings dated 08/04/2013. The east wall of the existing 2-story garage will be removed and the garage reduced in size to 20'(w) x 24'8"(d). New facade wall facing the courtyard will be brick with four (4) window openings and a door; 3-steps will be replaced inside the garage; stairs to 2nd floor unit will remain. No other alterations will be made to the accessory unit/garage at this time. Interior of the principal structure will be cleared of walls fixtures and finishes on all floors; new construction will extend the cellar, basement and 1st floor 12' x 20' to a full depth of 52'6"; the 3rd floor extension will measure 12' x 12'5". Cellar will be reconstructed with new partition walls creating a workshop, laundry room, mechanical room, an elevator/mechanical shaft (elevator to service the triplex), a half-bath, and storage area. The basement will be renovated as a simplex dwelling unit with new kitchen, living/dining room, one (1) bedroom and one (1) full bath. Floors 1 thru 3 will be finished as a triplex dwelling. The 1st floor will be fit out with a new kitchen, dining room, living room and half-bath. The 2nd floor will contain one (1) bedrooms, a sitting room and two (2) full baths. The 3rd floor will contain two (2) bedrooms and one (1) full bath. Three (3) AC condenser units will be installed on the upper roof. Stairs will extend from from the rear of the building 2'10" x 16'2" connecting 1st floor to rear yard. Setback between stair and garage will be 20'.

IMPORTANT: All necessary permits must be obtained from the Building Department. Upon completion a zoning inspection and Final Certificate must be obtained from this office prior to the issuance of a Certificate of Occupancy.

Ann Holtzman, Zoning Officer

FEE: \$100.00 Check or Rcpt #: 7355 Collected by: Anastasio

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE  
CITY OF HOBOKEN AND SHAFI and ZUBEDA MANSURI, AS THE OWNERS OF  
BLOCK 68 LOT 27 (a/k/a 510 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 City of Hoboken desires to grant to Shafi and Zubeda Mansuri, owners of Block 68 Lot 27, more commonly known as 510 Jefferson Street, Hoboken, such a license.

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

- 1) Approval of the attached "License Agreement" between the City of Hoboken and Shafi and Zubeda Mansuri, owners of Block 68 Lot 27, more commonly known as 510 Jefferson Street, shall be subject and limited to the specifications included in the attached Application and Exhibits including DMC Associates survey and Minervini-Vandermark Architecture drawings dated 04/28/2014;
- 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: May 7, 2014**

**Approved:**

**Approved as to Form:**

\_\_\_\_\_  
**Quentin Wiest, Business Administrator**

\_\_\_\_\_  
**Mellissa Longo, Esq., Corporation Counsel**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Councilman Bhalla				
Councilwoman Castellano				
Councilman Cunningham				
Councilman Doyle				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Giattino				

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 **SHAFI and ZUBEDA MANSURI**, owners of 510 Jefferson Street, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSEE**").

### WITNESSETH

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

**WHEREAS**, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of making improvements to the ingress and egress of the building fronting onto Jefferson Street; and

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

**WHEREAS**, in consideration of the license, the **LICENSEE** shall continue to maintain said area in good repair and order, 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 Exhibit "A" (License Area), commonly referred to as the public right of way adjacent to Block 68 Lot 27, to make improvements to the ingress and egress of the building 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 \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**LICENSEE:** SHAFI and ZUBEDA MANSURI, owners in fee of Block 68 Lot 27, more commonly known as 510 Jefferson Street, Hoboken, NJ.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_,  
owner of, 510 Jefferson Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**APPLICATION AND**  
**EXHIBITS**



# APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

## CITY OF HOBOKEN

**Dawn Zimmer, Mayor**  
94 Washington Street  
Hoboken, NJ 07030

Work Site Address:

510 Jefferson Street  
Hoboken, NJ 07030

Block: 68

Lot(s): 27

Applicant:

Shafi & Zubeda Mansuri

Owner (if other than Applicant):

same

Address:

510 Jefferson Street  
Hoboken, NJ 07030

Address:

Date Received:

Apr 28, 2014

Phone: (201) 386-0637

Phone:

e-mail: sujan@mvarchitecture.com

e-mail:

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

Existing stoop projecting straight into the right of way will be removed entirely. The new stoop will be relocated slightly to the north to compliment alterations to the interior where the center hallway is being eliminated and a new entry foyer is proposed. The new stoop will be L-shaped matching the stoop at 512 Jefferson next door and will be finished similarly with brick face and concrete treads. The basement steps will remain in the same location as they are currently but will be widened from just under 3' to 4'6". Basement steps will be poured in place concrete. We plan to keep the existing iron fence and railings and alter them to work with the new stoop but leave the location as it is. Area of work is 25' x 8' (200 sf), finished stairs as proposed will encroach a total of 79.7 sf.

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

Relocate stoop to match proposed alterations to the interior and improve access to the living space by providing a main stoop with more uniform stair risers and landings. Basement stairs will provide for easier access to storage area and trash room.

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

Yes, first certificate of zoning compliance received on 10/24/2013 for interior alterations. No construction work has been started at the site.

Documents provided with application; check all that apply:

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

*Shafi B Mansuri 4/29/14*

Applicant's signature

Date

**DMC ASSOCIATES, INC. LAND SURVEYORS**  
211 Main Street, Butler, New Jersey 07405  
Phone: 973-838-9187 Fax: 973-838-4389

---

April 22, 2014

**RE: Jefferson Street, City Of Hoboken, Hudson County, New Jersey**  
**Proposed Staircase Easement "A" & Stairwell Easement "B"**  
**DMC No. 0806038**

The purpose of this description is to describe a proposed Staircase Easement "A" and Stairwell Easement "B" to be located within the R.O. W. of Jefferson Street, lands owned by the City of Hoboken for the benefit of Lot 27, Block 68 a.k.a. 510 Jefferson Street, lands presently owned by Shafi B. Mansuri and Zubeda S. Mansuri

**PROPOSED STAIRCASE EASEMENT "A"**

All that certain tract or land and premises situated and lying in the City of Hoboken, County of Hudson, State of New Jersey being more particularly described as follows;

Beginning at a point located on the westerly R.O.W. line of Jefferson Street, a 50.00 feet wide R.O.W. Said beginning point also being the common corner between Lot 28 and Lot 29 in Block 68 as shown on a map entitled "Map of Property Situate at Hoboken," filed in the Hudson County Clerk's office on August 6, 1862 as Map No. 846 and running thence;

- (1) On a line into the R.O.W. of Jefferson Street. Said line also being the continuation of Lot 28 in Block 68 as shown on said filed map if extended South 76 degrees 56 minutes 00 seconds East for a distance of 8.00 feet to a point, thence;
- (2) On a line parallel to the westerly line of Jefferson Street South 13 degrees 04 minutes 00 seconds West for a distance of 11.50 feet to a point, thence;
- (3) On a line parallel to the first course herein described North 76 degrees 56 minutes 00 seconds West for a distance of 3.00 feet to a point, thence;
- (4) On a line parallel to the second course herein described North 13 degrees 04 minutes 00 seconds East for a distance of 7.50 feet to a point, thence;
- (5) On a line parallel to the first course herein described North 76 degrees 56 minutes 00 seconds West for a distance of 5.00 feet to a point on the westerly R.O.W. line of Jefferson Street, thence
- (6) Along the westerly R.O.W. line of Jefferson Street North 13 degrees 04 minutes 00 seconds East for a distance of 4.00 feet to the point and place of beginning herein described.

- Containing 51.38 +/- Sq. Ft.

Said easement being the same as shown on a survey entitled "Proposed Staircase Easement "A" and Stairwell Easement "B" for Tax Lot 27, Block 68 a.k.a. 510 Jefferson Street, City of Hoboken, Hudson County, New Jersey" dated April 22, 2014 prepared by DMC Associates, Inc. Land Surveyors. Said survey is to be made part of this description.

**RE: Jefferson Street, City Of Hoboken, Hudson County, New Jersey  
Proposed Staircase Easement "A" & Stairwell Easement "B"  
DMC No. 0806038**

**PROPOSED STAIRWELL EASEMENT "B"**

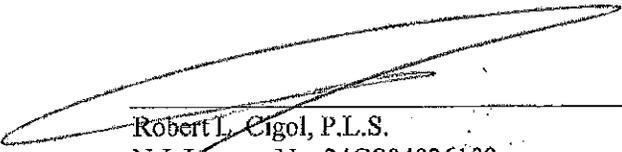
All that certain tract or land and premises situated and lying in the City of Hoboken, County of Hudson, State of New Jersey being more particularly described as follows;

Beginning at a point on the westerly R.O.W. line of Jefferson Street, a 50.00 feet wide R.O.W. Said beginning point also being located 131.30 feet from the point of intersection formed by the northerly R.O.W. line of Fifth Street and the westerly R.O.W. line of Jefferson Street and running thence;

- (1) Along the westerly R.O.W. line of Jefferson Street North 13 degrees 04 minutes 00 seconds West for a distance of 4.50 feet to a point, thence;
- (2) On a line into the R.O.W. of Jefferson Street South 76 degrees 56 minutes 00 seconds East for a distance of 7.00 feet to a point, thence;
- (3) On a line parallel to the westerly R.O.W. line of Jefferson Street South 13 degrees 40 minutes 00 seconds West for a distance of 4.50 feet to a point, thence;
- (4) On a line parallel to the second course herein described North 76 degrees 56 minutes 00 seconds West for a distance of 7.00 feet to the point and place of beginning herein described.

- Containing 28.35 +/- Sq. Ft.

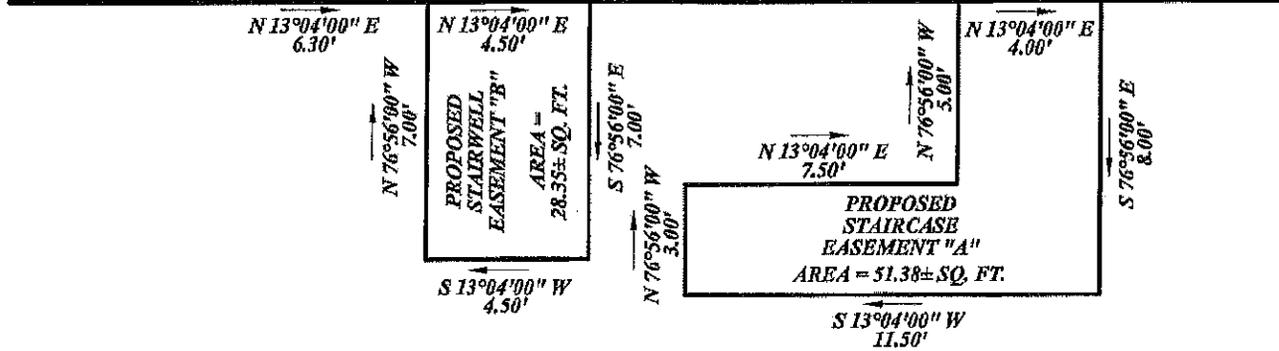
Said easement being the same as shown on a survey entitled "Proposed Staircase Easement "A" and Stairwell Easement "B" for Tax Lot 27, Block 68 a.k.a. 510 Jefferson Street, City of Hoboken, Hudson County, New Jersey" dated April 22, 2014 prepared by DMC Associates, Inc. Land Surveyors. Said survey is to be made part of this description.

  
Robert L. Cigol, P.L.S.  
N.J. License No. 24GS04026100  
Certificate of Authorization No. 24GA27919000

LOT 28  
BLOCK 68  
No. 508

LOT 27  
BLOCK 68  
No. 510

LOT 26  
BLOCK 68  
No. 512



**JEFFERSON STREET**  
(65' R.O.W.)

**PROPOSED STAIRCASE EASEMENT "A" AND  
STAIRWELL EASEMENT "B"**

FOR TAX LOT 27, BLOCK 68 A.K.A. 510 JEFFERSON STREET  
CITY OF HOBOKEN,  
HUDSON COUNTY, NEW JERSEY

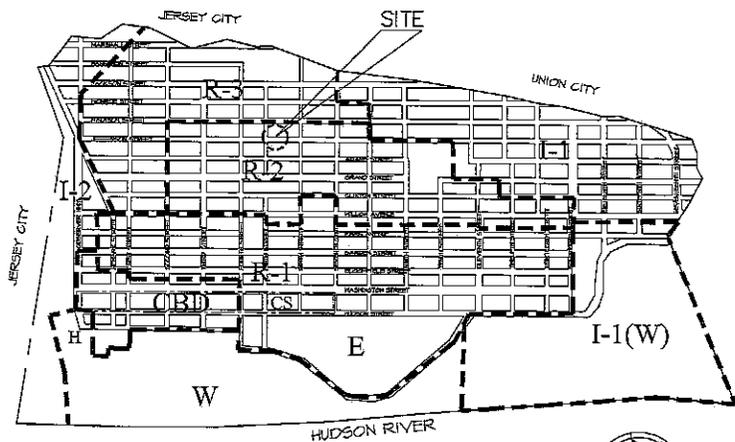
DMC ASSOCIATES INC.  
PROFESSIONAL LAND SURVEYORS

211 MAIN STREET, BUTLER N.J. 07405  
973-838-9187 FAX 973-838-4389 INFO@DMCSURVEYING.COM

DRAWN	CHECKED	SCALE	DATE	SHEET No.	PROJECT No.
J.B.	R.L.C.	1"=5'	04-22-2014	1 OF 1	0806038

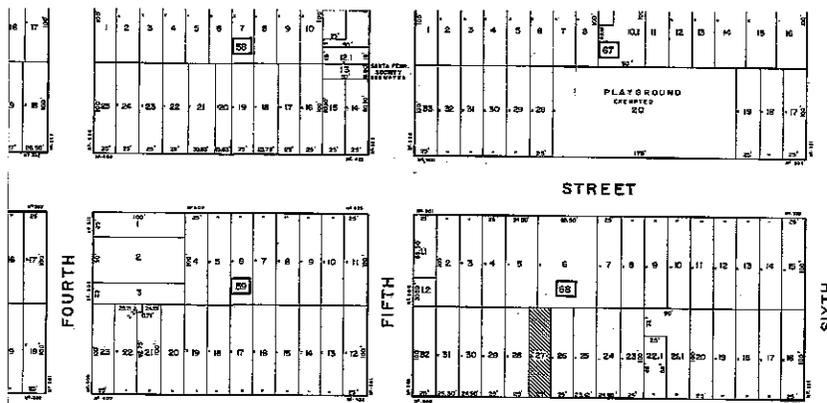
PROPOSED EXTERIOR STAIR AT:  
**510 JEFFERSON ST.**  
**BLOCK 68; LOT 27**  
**CITY OF HOBOKEN**  
 HUDSON COUNTY, NEW JERSEY 07030

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



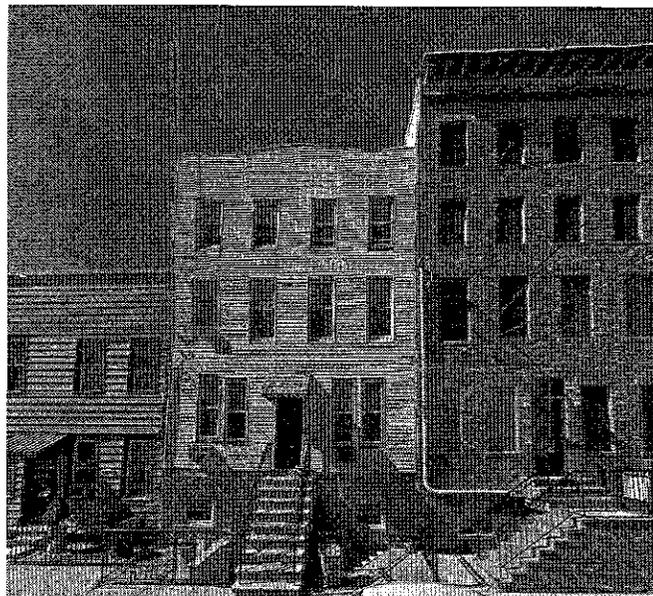
**ZONING LOCATION MAP**

SCALE: NTS



**TAX MAP**

SCALE: NTS



**SITE PHOTOGRAPH**

SCALE: NTS



**Minervini Vandemark  
Architecture**

Minervini Vandemark, LLC  
 360 Fourteenth Street  
 Hoboken, New Jersey 07030  
 Tel: 201-384-0657  
 Fax: 201-384-0628  
 www.mvarchitecture.com

Frank J. Minervini, AIA  
 NJ License #12676  
 NY License #0207101

Anthony C. Vandemark, Jr. AIA  
 NJ License # 17676  
 NY License #0207101

Client  
**WAJID MANSURI**

Address  
**510 JEFFERSON STREET,  
 HOBOKEN, NJ 07030**

Project Description  
**PROPOSED EXTERIOR  
 STAIR**

Project Number: 12-1035  
 Drawn by: SS  
 Checked by: EJM, ACV

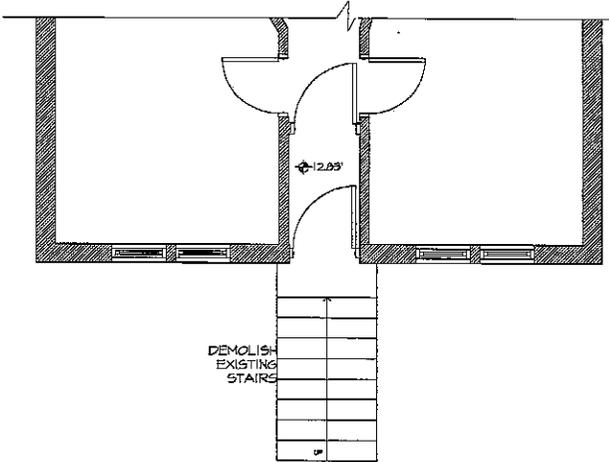
Scale: As Noted  
 Date: 4/28/14

# | DATE | REVISION  
 1 | 08/15/13 | ZONING DEPT.  
 2 | 04/28/14 | CITY COUNCIL SUBM.

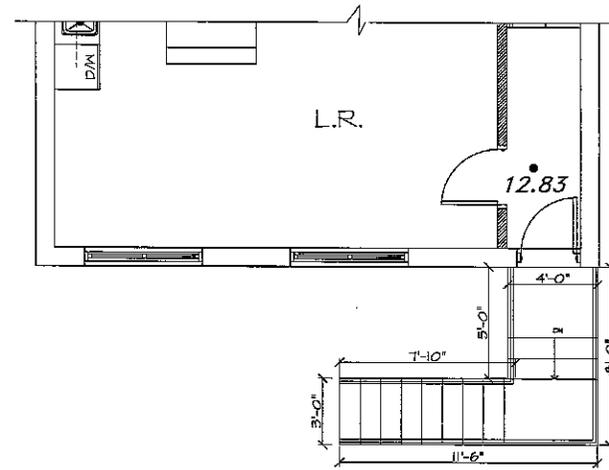
Sheet Title  
**ZONING MAP, TAX MAP &  
 SITE PHOTO**

**Z-1**

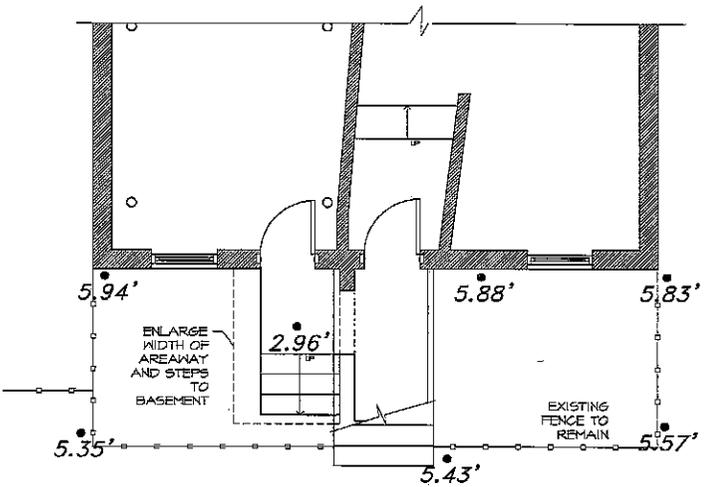
PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



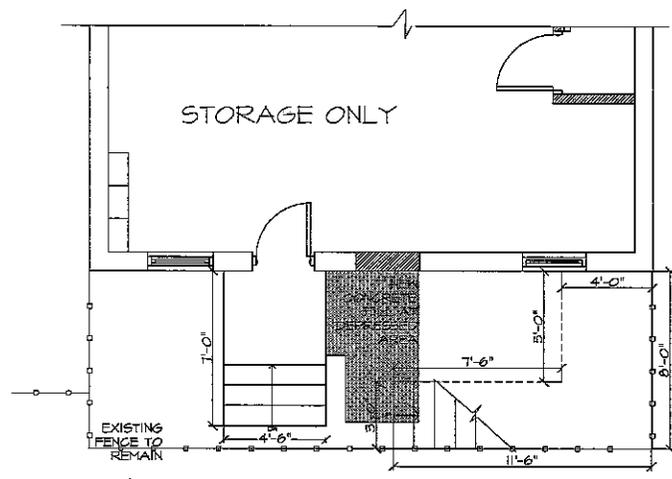
2 EXISTING FIRST FLOOR PLAN  
SCALE: 3/16" = 1'-0"



4 PROPOSED FIRST FLOOR PLAN  
SCALE: 3/16" = 1'-0"



1 EXISTING BASEMENT FLOOR PLAN  
SCALE: 3/16" = 1'-0"



3 PROPOSED BASEMENT FLOOR PLAN  
SCALE: 3/16" = 1'-0"



Minervini Vandemark Architecture

Minervini Vandemark, LLC  
340 Fourteenth Street  
Hoboken, New Jersey 07030  
Tel. 201-384-0437  
Fax 201-384-0428  
www.mvarchitecture.com

Frank J. Minervini, AIA  
NJ License # 12576  
NY License # 22929-03

Anthony C. Vandemark, Jr., AIA  
NJ License # 17888  
NY License # 032710-1

Client  
WAJID MANSURI

Address  
510 JEFFERSON STREET,  
HOBOKEN, NJ 07030

Project Description  
PROPOSED EXTERIOR  
STAIR

Project Number: 12-1035  
Drawn by: SS  
Checked by: FJM, ACV

Scale: As Noted  
Date: 4/28/14

#	DATE	REVISION
1	08/15/13	ZONING DEPT.
2	04/28/14	CITY COUNCIL SUBM.

Sheet Title  
EXISTING AND PROPOSED  
PLAN: BASEMENT AND  
FIRST FLOOR PLAN

7-2

**CITY OF HOBOKEN**

94 Washington Street  
Hoboken, NJ 07030

**Zoning Officer**

Ann Holtzman  
(201) 420-2063

aholtzman@hobokennj.org



**FIRST CERTIFICATE  
OF ZONING  
COMPLIANCE**

Date Received: 10/24/2013

Date Issued: 10/24/2013

Prior Approvals: n/a

Block: 68 Work Site Location: 510 Jefferson Street, Hoboken Zoning District: R-2  
Lot: 27 Lot Size: 25 x 100 Proposed Use: Residential No. Units: 3U Special District: n/a

**OWNER / OCCUPANT:**

Name: Wajid Mansuri  
Address: 510 Jefferson Street  
City: Hoboken State: NJ Zip Code: 07030  
Phone: Cell Phone:  
E-mail:

**ARCHITECT / CONTRACTOR:**

Name: Minervini Vandermark Architecture  
Address: 360 - 14th Street  
City: Hoboken State: NJ Zip Code: 07030  
Bus. Phone: (201) 386-0637 Fax / Cell:  
E-mail: sujan@mvarchitecture.com

Pursuant to the Zoning Ordinance; Chapter 196 of the Code of the City of Hoboken, I hereby grant permission to perform the following work:

Interior alteration of the basement, 1st and 2nd floors at the above referenced location as per MV architectural drawings dated 08/15/2013. Basement (damaged by flooding) and 1st floors will be cleared. All residential use will be removed from the basement. A demising wall will be constructed to create an entry foyer and stairway at basement level; the remaining basement area will be used for storage only. Storage space must be fitted with flood vents in accordance with FEMA guidelines; all areas of the basement shall be finished with flood resistant materials to 1' above flood elevation. The 1st floor will be reconstructed with new partition walls to create a new kitchen/living room, two (2) bedrooms, two (2) full baths and a mechanical closet. The 2nd floor will be altered to accommodate the new stair well. No work will be done on the 3rd floor at this time.

IMPORTANT: All necessary permits must be obtained from the Building Department. Upon completion, a zoning inspection and Final Certificate must be obtained from this office prior to the issuance of a Certificate of Occupancy.

Ann Holtzman, Zoning Officer

FEE: \$100.00

Check or Rcpt #: 4607

Collected by: Anastasio

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO APPROVE A "LICENSE AGREEMENT" BETWEEN THE  
CITY OF HOBOKEN AND MARY BETH and MICHAEL BETANCOURT, AS THE OWNERS  
OF BLOCK 170 LOT 29 (a/k/a 822 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 City of Hoboken desires to grant to Mary Beth and Michael Betancourt, owners of Block 170 Lot 29, more commonly known as 822 Park Avenue, Hoboken, such a license.

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

- 1) Approval of the attached "License Agreement" between the City of Hoboken and Mary Beth and Michael Betancourt, owners of Block 170 Lot 29, more commonly known as 822 Park Avenue, shall be subject and limited to the specifications included in the attached Application and Exhibits including Edward Clark Landscape Architect drawings received 04/21/2014;
- 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: May 7, 2014**

**Approved:**

**Approved as to Form:**

\_\_\_\_\_  
**Quentin Wiest, Business Administrator**

\_\_\_\_\_  
**Mellissa Longo, Esq., Corporation Counsel**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Councilman Bhalla				
Councilwoman Castellano				
Councilman Cunningham				
Councilman Doyle				
Councilwoman Mason				
Councilman Mello				
Councilman Occhipinti				
Councilman Russo				
President Giattino				

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 **MARY BETH and MICHAEL BETANCOURT**, owners of 822 Park Avenue, Hoboken, NJ 07030 (hereinafter referred to as the "**LICENSEE**").

### WITNESSETH

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

**WHEREAS**, the **LICENSEE** desires to use a portion of the **LICENSOR**'s property for the purpose of making improvements to the ingress and egress of the building, adding landscaping and making general esthetic improvements to the right of way in front of their building fronting onto Park Avenue; and

**WHEREAS**, the area of encroachment will be comparable to other such encroachments along Park Avenue, and shall not impede pedestrian egress along the block; and

**WHEREAS**, in consideration of the license, the **LICENSEE** shall continue to maintain said area in good repair and order, 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 Exhibit "A" (License Area), commonly referred to as the public right of way adjacent to Block 170 Lot 29, to make improvements to the ingress and egress of the building, add landscaping including a street tree and make general esthetic improvements to the right of way 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 \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**LICENSEE:** MARY BETH and MICHAEL BETANCOURT, owners in fee of Block 170 Lot 29, more commonly known as 822 Park Avenue, Hoboken, NJ.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_,

owner of, 822 Park Avenue, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**APPLICATION AND**  
**EXHIBITS**



# APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

822 Park Avenue  
Hoboken, NJ 07030

Block: 170

Lot(s): 29

## CITY OF HOBOKEN

**Dawn Zimmer, Mayor**  
94 Washington Street  
Hoboken, NJ 07030

Applicant:

Mary Beth & Michael Betancourt

Owner (if other than Applicant):

same

Address:

822 Park Avenue  
Hoboken, NJ 07030

Address:

Date Received:

Apr 21, 2014

Phone: (908) 319-1298

Phone:

e-mail: mary@ench.com

e-mail:

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

Scope of work includes:

- Alteration and reconstruction of the areaway and stairs to the basement;
- Replace uneven concrete sidewalk with clay paver sidewalk;
- Remove concrete to create a tree pit for planting of a new street tree;
- Remove concrete to create a planting area between the pedestrian traffic area and the stairwell to the basement; and
- Installation of a new decorative iron fence and railings in line with the projection of railings of adjacent houses to the north and south.

Area of work is 12' x 16.5' (198 sf) including sidewalk replacement area and tree pit; courtyard only is approximately 96 sf.

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

Basement areaway alterations will provide uniform riser heights for the steps; and improve light and air circulation to the basement. Existing concrete sidewalk is uneven; sidewalk replacement will correct the unsafe condition. Planting and tree beds will add greenery to the block and capture stormwater runoff. The new fence will add consistency to the block frontage. These alterations will improve safety as well as provide for a more attractive streetscape.

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

Zoning and Building Department permits have been obtained for interior renovation of the single family home and for landscape renovation of the rear yard.

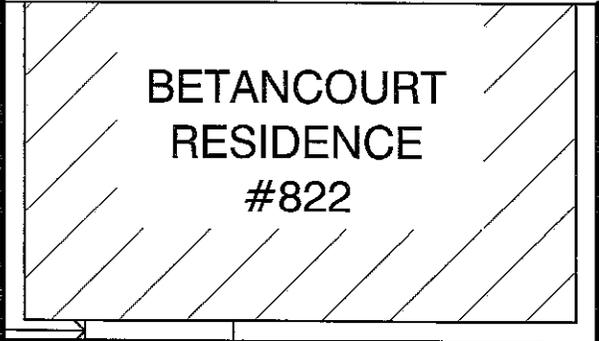
Documents provided with application; check all that apply:

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

Applicant's signature

4.29.14

Date



BETANCOURT  
RESIDENCE  
#822

WINDOW  
BASEMENT DOOR  
EXISTING STEPS TO  
BASEMENT DOOR

EXISTING MASONRY STEPS  
EXISTING MASONRY PIERS  
EXISTING FENCE

EDGE OF NEIGHBORING  
STEPS

EXISTING  
CONCRETE  
WALK

EXISTING CURB

PARK AVE.

**RECEIVED**  
APR 21 2014

Betancourt Residence  
Existing Conditions Plan  
Scale: 1/4" = 1'-0"

BETANCOURT  
RESIDENCE  
#822

WINDOW PLANTER  
LANDING AT DOOR LEVEL  
PLANTING BED  
REPLACE 12sf OF CONCRETE  
WITH PLANTINGS  
PROPOSED STEPS  
HYDRANGEA

STEPS TO FIRST  
FLOOR. BASEMENT  
ENTRANCE BELOW  
LANDING  
BLUESTONE w/BRICK  
VENEER FRONT  
ENTRANCE

BRICK VENEER WALL w/  
BLUESTONE CAP  
DECORATIVE IRON GATE  
PROPOSED STREET TREE  
WITH GROUNDCOVER

EXISTING  
CONCRETE  
WALK

PROPOSED  
PAVER WALK  
(110sf)

EXISTING  
CONCRETE  
WALK

EXISTING CURB

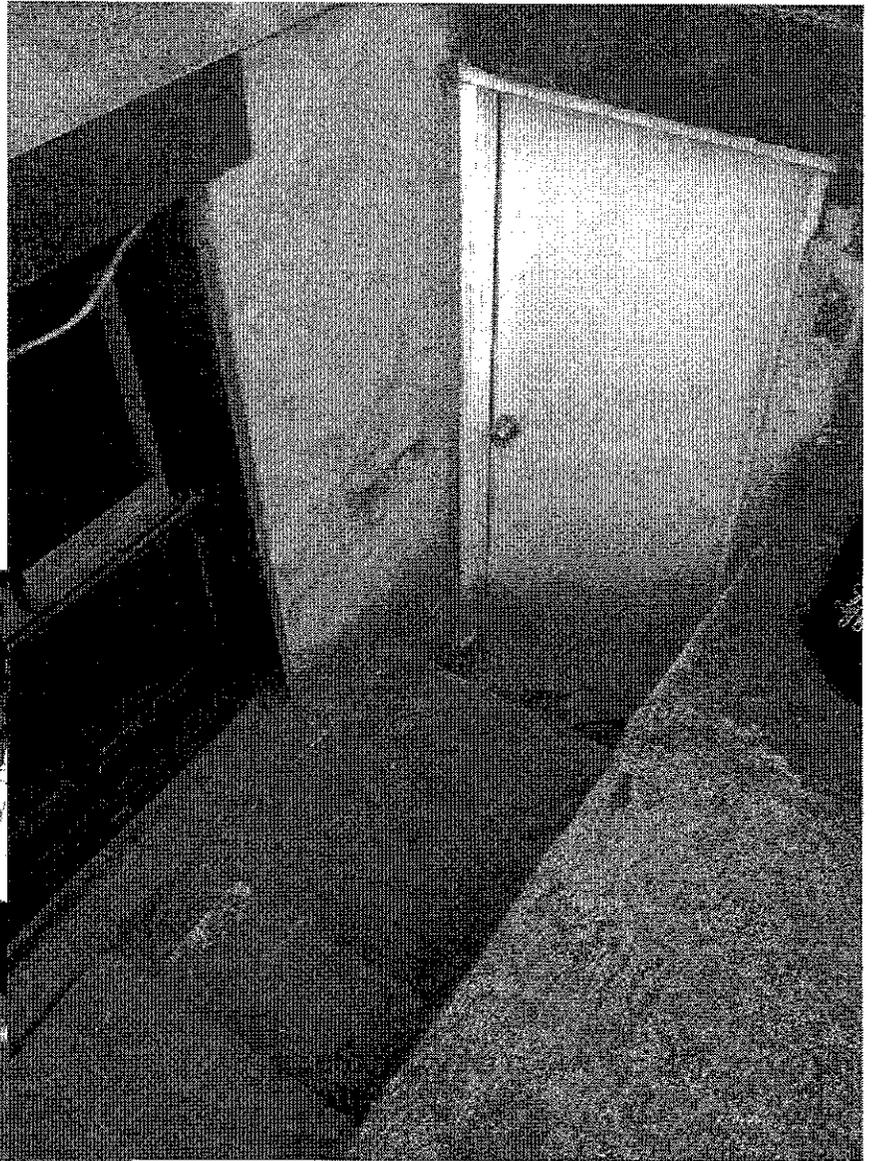
12"DECORATIVE IRON  
FENCING WITH  
GROUND COVER

CARPINUS BETULUS  
'FASTIGIATA' (HORNBEAM)

PARK AVE.

Betancourt Residence  
Front Landscape Layout  
Scale: 1/4" = 1'-0"

RECEIVED  
APR 21 2014



**RECEIVED**  
APR 21 2014  
BY: \_\_\_\_\_

Betancourt Residence  
Existing Conditions

Ann Holtzman

Block 170 Lot 29

---

**From:** Edward Clark Landscape Architect, LLC [edwardclark.la@verizon.net]  
**Sent:** Monday, April 21, 2014 4:14 PM  
**To:** Ann Holtzman  
**Subject:** 822 Park Ave  
**Attachments:** 2014-04-21\_Betancourt\_FrontLandscapePlans.pdf

Good Afternoon

as a follow up to our meeting in your office last Tuesday Apr 15 we have attached a sketch of proposed landscape improvements at 822 Park  
notably

- reconstructing stairs to existing basement door to provide uniform riser heights
- replacing uneven concrete sidewalk with a clay paver sidewalk
- removing concrete and creating a planting pit for a proposed street tree
- removing concrete and creating a planting area between the pedestrian traffic and the stairwell to the basement
- providing a decorative fence/rail between the pedestrian traffic and stairwell to basement

Edward Clark Landscape Architect, LLC  
362 Route 206  
Flanders, NJ 07836  
Tel (201) 651-0028  
Fax (201) 651-0029

**CITY OF HOBOKEN**

94 Washington Street  
Hoboken, NJ 07030

**Zoning Officer**

Ann Holtzman  
(201) 420-2063

aholtzman@hobokennj.org



# FINAL CERTIFICATE OF ZONING COMPLIANCE

Date Received: 02/04/2013

Date Issued: 02/04/2013

Block: 170 Work Site Location: 822 Park Avenue, Hoboken Zoning District: R-1  
 Lot: 29 Lot Size: 12.67 x 100 Planned Use: Residential No. Units: 1U Special District: n/a

**OWNER / OCCUPANT:**

Name: Mary Beth & Michael Betancourt  
 Address: 822 Park Avenue  
 City: Hoboken State: NJ Zip Code: 07030  
 Phone: (908) 319-1298 Cell Phone:  
 E-mail: mary@ench.com

**ARCHITECT / CONTRACTOR:**

Name: Stephen Kowalski / Limn Architects  
 Address: 116 West Cliff Street  
 City: Sovereignly State: NJ Zip Code: 08876  
 Bus. Phone: (908) 672-7093 Cell Phone:  
 E-mail: skowalski@limnarchitects.com

Pursuant to the Zoning Ordinance; Chapter 196 of the Code of the City of Hoboken, the following work has been completed in complies with city zoning and a Certificate of Occupancy may be issued:

Interior renovation of the existing 3-story single-family structure at the above referenced location is complete and consistent with Limn architectural drawings dated 04/11/2012. First floor rear extension was reconstructed. Interior walls and finishes were removed; floors reconfigured and new dividing walls constructed; interior finishes were refurbished or replaced throughout. The 1st floor consists of living/dining room, kitchen, study, and half bath; 2nd floor has two (2) bedrooms and a full bath; and the 3rd floor contains a bedroom; sitting room, walk-in closet and full bath. Use will remain a single-family dwelling. Two (2) HVAC condenser units were added to the roof measuring approximately 3.5' x 7'. Basement/cellar houses mechanical and laundry equipment but is not a habitable floor.

IMPORTANT: A copy of the Certificate of Occupancy must be filed with this office upon receipt.

*Ann Holtzman*  
Ann Holtzman, Zoning Officer

FEE: \$100.00 Check or Rcpt #: 156 Collected by: Holtzman



City of Hoboken  
 94 Washington Street-1st Floor  
 Hoboken, NJ 07030-4585  
 201-4202066

# CERTIFICATE IDENTIFICATION

Date Issued: 5/17/13  
 Control #: 30108  
 Permit #: 20120734

Block: 170 Lot: 29

Work Site Location: 822 PARK AVE.  
HOBOKEN

Owner in Fee: MARYBETH BETENCOURT

Address: 822 PARK AVE.  
HOBOKEN N. 07030

Telephone: \_\_\_\_\_

Agent/Contractor: BOCCHINO CONSTRUCTION

Address: 148 EAST CLIFF STREET  
SOMERVILLE NJ 08876

Telephone: \_\_\_\_\_

Lic. No./ Bldrs. Reg.No.: \_\_\_\_\_ Federal Emp. No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Home Warranty No: EXIST

Type of Warranty Plan:  State  Private

Use Group: R-3

Maximum Live Load: \_\_\_\_\_

Construction Classification: 3B

Maximum Occupancy Load: IFAM

Certificate Exp Date: \_\_\_\_\_

Description of Work/Use:  
 INTERIOR RENOVATION TO EXISTING 3 STORY WITH A RECONSTRUCTED  
 FIRST FL REAR EXTENSION AS PER PLAN AND FINAL ZONING 2/4/13

Update Desc. of Wk/Use:  
 UPDATE - RECONSTRUCT EXISTING FIRST FLOOR REAR EXTENSION ON  
 EXISTING FOUNDATIONS AS PER PLAN AND AMENDED ZONING APPROVAL OF  
 7/19/12., UPDATE - CUT OPEN SECTION OF CONCRETE SLAB AT BASEMENT OF  
 EXISTING ONE FAMILY TO EXPOSE HOUSE DRAIN AS PER PLAN.

**CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

**CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

**TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

**CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- Total removal of lead-based paint hazards in scope of work
- Partial or limited time period(\_\_\_\_ years); see file

**CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

**CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

\_\_\_\_\_  
 Mario Patruho Construction Official

Fees: \$497.00

Paid  Check No.: 173

Collected by: MC

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE  
CONTRACT TO BOSWELL ENGINEERING TO PREPARE  
ENGINEERING ESTIMATES FOR TWO GRANT  
APPLICATIONS AND PREPARE SIGNAGE AND STRIPING  
PLANS IN AN AMOUNT NOT TO EXCEED TEN THOUSAND  
FIVE HUNDRED DOLLARS (\$10,500.00)**

**WHEREAS**, the City of Hoboken (the “City”) is preparing grant proposals for the N.J. Department of Transportation’s Transportation Alternatives program, which is due on or around June 30, 2014; and

**WHEREAS**, as part of the process, the City will need to obtain signed and sealed drawings, as well as cost estimates, for the grant proposals; and

**WHEREAS**, the City solicited price proposals from the City’s four prequalified engineering firms, and the City determined that Boswell Engineering had the most competitive and responsive proposal; and

**WHEREAS**, in accordance with the direction of the Administration, the City Council is asked to award a contract to Boswell Engineering for Boswell Engineering to prepare engineering estimates for the two N.J. Department of Transportation grants and prepare signage and striping plans for the City’s 2014 Planned Bike Network, as detailed on the proposal from Boswell Engineering dated April 16, 2014, which is attached hereto, for a total contract amount of Ten Thousand Five Hundred Dollars (\$10,500.00);

**WHEREAS**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,500.00 is available in the following appropriation 4-01-31-461-000 in the CY2014 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 temporary appropriation for the CY2014; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that a contract with the below-listed vendor is awarded for an amount not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00) to prepare engineering estimates for the two N.J. Department of Transportation grants and prepare signage and

striping plans for the City's 2014 Planned Bike Network, in accordance with the attached proposal 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 the attached proposal from Boswell Engineering 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  
 330 Phillips Avenue  
 South Hackensack, New Jersey 07602

Reviewed:

Approved as to Form:

\_\_\_\_\_  
 Quentin Wiest  
 Business Administrator

\_\_\_\_\_  
 Mellissa L. Longo, Esq.  
 Corporation Counsel

**Meeting Date: May 7, 2014**

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



April 16, 2014

Mr. Stephen D. Marks, P.P., AICP  
Assistant Business Administrator  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

Re: Proposal for Preparation of Engineering Estimates  
Associated with New Jersey Department of Transportation  
Grant Applications  
City of Hoboken  
Hudson County, New Jersey  
Our File No. PR-14-5851

Dear Mr. Marks:

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

**PURPOSE**

It is our understanding that the City of Hoboken (City) is soliciting quotes for the following two tasks:

- Task 1: Preparation of engineering estimates for the available New Jersey Department of Transportation (NJDOT) grants – Safe Routes to Schools and Transportation Enhancement – specifically construction cost estimates for the City’s 2014 Planned Bike Network. This task will also include providing a design and construction schedule as required for grant submission. Our office was recently notified that the submission deadline for both of these grants has been extended to June 30, 2014.
- Task 2: Preparation of signage and striping plans for the City’s 2014 Planned Bike Network.

For Task 1, we will prepare the requisite cost estimates required by NJDOT, noting the agency’s non-participating items, and listing construction, engineering design, and construction inspection costs. Construction cost estimates will be prepared assuming a typical striping section per City block and providing a contingency to account for each roadway’s unique characteristics. Our office prepared a similar cost estimate for an available NJDOT bikeway grant in 2010 and, having worked on multiple City-wide projects, we are very familiar with the City’s standards and design preferences.

For Task 2, we will prepare the necessary signage and striping plans needed to install all bike lane facilities in accordance with the City's 2014 Planned Bike Network. This task will include not only developing signage and striping plans in accordance with all applicable standards (including but not limited to the National Association of City Transportation Officials, American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities, and NJDOT's Bikeway Planning and Design Guidelines), but also coordinating the design development with City staff. To this end, we will meet with City staff to review the plans and make revisions as needed.

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

### **SCOPE OF SERVICES**

Boswell will perform the following scope of services:

#### **Task 1:**

1. Meet with City staff to review typical striping section for City block for both the bike lanes and shared facilities
2. Prepare construction cost estimates for the City's 2014 Planned Bike Network facilities, noting non-participating items
3. Prepare design and construction administration cost estimates to be included in the grant submittal
4. Prepare design and construction schedule as needed
5. Review schedule and cost estimates with City staff and make revisions as needed

#### **Task 2:**

1. Utilize high resolution aerials to prepare base mapping for all roadways with proposed bicycle facilities. The aerials will be used to identify approximate locations of existing surface utilities
2. Prepare signage and striping plans in accordance with aforementioned design standards
3. Review plans with City staff and make revisions as needed
4. Provide plans in paper and digital format (both CAD and PDF)

Mr. Stephen D. Marks, P.P., AICP  
April 16, 2014  
Page 3 of 3

### FEE PROPOSAL

Boswell will perform the engineering services described above for a cost not to exceed \$1,500.00 for Task 1 and a cost not to exceed \$9,000.00 for Task 2. Additional work above and beyond what is outlined in this proposal will be performed as authorized by the City of Hoboken. All extra work will be billed on the basis of our standard hourly rates in effect at the time the work is performed.

### ITEMS NOT INCLUDED IN SCOPE OF WORK

The following items are excluded from this proposal:

1. Field and topographic surveys
2. Bid specifications
3. Community outreach and/or workshops

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,

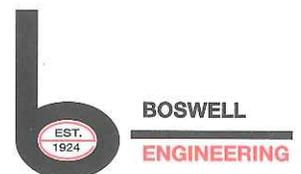
BOSWELL McCLAVE ENGINEERING



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

STB/REM/ajf

140416REMP1.doc



Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION SUPPORTING THE ANNUAL “MEMORIAL DAY PARADE”**

**WHEREAS**, the Hoboken Memorial Day Parade is the oldest in the State of New Jersey; and

**WHEREAS**, this year marks the 116<sup>th</sup> continuance year of marching to honor those men and woman who made the ultimate sacrifice for their Country; and

**WHEREAS**, the Hoboken Joint Memorial Committee who organize the Memorial Day Parade have indicated on the attached correspondence its requirements to successfully conduct the parade as follows:

1. The Parade Committee proposes the date May 21<sup>st</sup>, 2014 at 6:30 p.m.
2. The Parade Committee proposes no parking on both sides of Washington Street from Observer Highway to First Street from 2:00 p.m. to 8:00 p.m..
3. The Parade Committee also proposes no parking on both sides of Washington Street from Tenth Street to Eleventh Street from 12:00 p.m. to 9:00 p.m..
4. The Parade Committee proposes no parking on the South side of Eleventh Street between Hudson and Washington from 4:00 p.m. to 9:00 p.m..
5. The parade route will proceed north on Washington Street from Observer to Eleventh Street.
6. A reviewing stand will be located at 1005 Washington Street (“Elks Club”)

**RESOLVED**, that the Council for the City of Hoboken agrees to allow the Hoboken Joint Memorial Committee permission to conduct its annual “Memorial Day Parade along Washington Street, and requests the Administration, Department of Transportation, and Department of Public Safety take any and all steps necessary to effectuate this parade.

**BE ADVISED**, the entire parade route needs to be shut down to vehicular traffic from Hudson on Washington and Bloomfield on to Washington during the parade for the safety of the parade watchers

MEETING: May 7, 2014

REVIEWED:

APPROVED AS TO FORM:

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

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

## HOBOKEN JOINT MEMORIAL COMMITTEE

308 Second Street  
Hoboken, NJ 07030

April 7<sup>th</sup>, 2014

Mr. James Farina  
Hoboken City Clerk  
94 Washington Street  
Hoboken, NJ 07030

RE: Hoboken Memorial Day Parade – May 21<sup>st</sup>, 2014

Dear Mr. Farina:

Once again, the Joint Memorial Committee of Hoboken is reaching out for your help in honoring our fallen heroes.

As in years pass, we are requesting a resolution from the City of Hoboken for our Annual **"Memorial Day Parade" on Wednesday May 21<sup>st</sup>, 2014.**

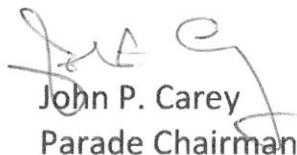
In addition, we are **requesting No Parking signs be posted** for the parade day at the following locations:

1. No Parking on **both sides of Washington Street from Observe Hgwy. North to First Street. Time 2PM until 8PM.**
2. No Parking on **both sides of Washington Street from 10<sup>th</sup> Street North to 11<sup>th</sup> Street. Time Noon until 9PM.**
3. No Parking on the **South Side of 11<sup>th</sup> Street between Hudson & Washington St. Time 4PM until 9PM.**

The parade is scheduled to start in front of City Hall promptly at 6:30PM and moves North on Washington Street to the reviewing stand at the Elks Lodge at 1005 Washington Street.

I look forward to hearing from you at the earliest should there be any concerns about these requests.

Sincerely,



John P. Carey  
Parade Chairman

[Americanlegion107nj@aol.com](mailto:Americanlegion107nj@aol.com)

Cell#201-988-4561

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING PUBLIC BIDDING AND PUBLIC NOTICE OF A LEASE FOR THE MIDTOWN GARAGE OFFICE SPACE UNIT 2 COMMONLY KNOWN AS 371 4<sup>TH</sup> STREET, UNIT 2, PURSUANT TO N.J.S.A. 40A:12-14 AND THE TERMS HEREIN**

**WHEREAS**, the City of Hoboken finds that the second office space unit within the office space area of the Midtown Garage, commonly known as 371 4<sup>th</sup> Street, is not needed for a public use and desires to lease Unit 2 in accordance with N.J.S.A. 40A:12-14; and

**WHEREAS**, the City Council hereby intends to authorize public bidding and public notice for the lease of Unit 2, pursuant to N.J.S.A. 40A:12-14 and the conditions set forth herein.

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

A. The Mayor and the Administration are hereby authorized to place public notices pursuant to the Local Land and Buildings Law for the public bidding of a lease of the Midtown Garage Office Space Unit 2, which bid shall include the following conditions:

1. A security deposit equal to three (3) months' rent must be included with the bid package.
2. The minimum bid for these specifications will be \$92,600.00 annual lease amount, in accordance with the lease terms.
3. Such other conditions as are herein described in the attached lease agreement, subject to minor revisions as required by the exceptions to the bid, if necessary.
4. Any and all work on the leased premises shall be in accordance with all prevailing wage laws, whether performed by the Tenant or the Landlord, and whether same be cosmetic or non-cosmetic.
5. The lease shall be for a term of five (5) years, with two separate options to extend for up to an additional five (5) years each, upon written execution of each

MIDTOWN GARAGE  
OFFICE SPACE UNIT 2  
371 4<sup>TH</sup> STREET

---

CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY

**OFFICE SPACE LEASE AGREEMENT**

BETWEEN

THE CITY OF HOBOKEN

---

("LANDLORD")

AND

---

("TENANT")

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**OFFICE LEASE AGREEMENT**

**THIS OFFICE LEASE AGREEMENT** (the "Lease") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Hoboken, a municipal corporation with a primary business address of 94 Washington Street, Hoboken, New Jersey 07030 ("Landlord"), and \_\_\_\_\_, **a(n)** \_\_\_\_\_ ("Tenant").

**I. Basic Lease Information.**

- A. "Building" shall mean the building located at 371 4<sup>TH</sup> Street, Unit 2, Hoboken, New Jersey, commonly known as Midtown Garage Office Space Unit #2.
- B. "Rentable Square Footage of the Building" is deemed to be approximately **4630** square feet.
- C. "Premises" shall mean the area shown on **Exhibit A** to this Lease. The Premises are located on the ground floor and known as suite number(s) 2. The "Rentable Square Footage of the Premises" is deemed to be approximately 4630 square feet. If the Premises include one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Building and the Rentable Square Footage of the Premises are correct and shall not be remeasured.
- D. "Base Rent":

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
---------------	-----------------------------	------------------------------

- E. "Tenant's Pro Rata Share": shall be at all times calculated based on the day to month ratio, and thereafter to the nearest tenth of the month, and the nearest penny.
- F. "Base Year" for Taxes: 2014; "Base Year" for Expenses: 2014.
- G. "Term": A period of five (5) years, separated into sixty (60) monthly rental periods. The Term shall commence on the first day of the first month after the City Council authorizes the execution of the lease with lessee (the "Commencement Date") and, unless terminated early in accordance with this Lease, end on the last day of the 60<sup>th</sup> month of the lease (the "Termination Date"). There shall be two separate options to extend the lease term, each for a term of five (5) years, which shall be executed by written approval of both parties prior to the end of the then current term. The rent under both options shall be subject to a CPI increase based on the last month of the term, or prior extension thereto, to be extended.
- H. Tenant allowance(s)/exceptions approved by the City Council: *(describe the type and amount of allowance(s)/exceptions, if any, which have been approved by City Council, and the section(s) where any allowances are defined)*  
\_\_\_\_\_.
- I. "Security Deposit": \$\_\_\_\_\_ which shall equal three months rent, and shall not be subject to interest bearing requirements.
- J. "Guarantor(s)": \_\_\_\_\_. **[Concurrent with Tenant's execution and delivery of this Lease, Tenant shall cause Guarantor(s) to execute and deliver to Landlord the Guaranty in the form attached hereto as Exhibit C]**
- K. "Broker(s)": NONE
- L. "Permitted Use": Office Use
- M. "Notice Addresses":

Tenant:

On and after the Commencement Date, notices shall be sent to Tenant at the Premises. Prior to the Commencement Date, notices shall be sent to Tenant at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

Landlord:

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

With a copy to:

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

Rent (defined in Section IV.A) is payable to the order of **City of Hoboken** at the following address: 94 Washington Street, Hoboken, New Jersey 07030

- N. "Business Day(s)" are Monday through Friday of each week, exclusive of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Holidays"). Landlord may designate additional Holidays, provided that the additional Holidays are commonly recognized by other office buildings in the area where the Building is located.
- O. "Landlord Work" means the work, if any, that Landlord is obligated to perform in the Premises pursuant to a separate work letter agreement (the "Work Letter"), if any, attached as **Exhibit D**.
- P. "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.
- Q. "Normal Business Hours" for the Building are 24 hours a day, 7 days a week, 365 days a year. Tenant may operate its own business hours at any time within these hours, at its discretion.
- R. "Property" means the Building and the parcel(s) of land on which it is located and, at Landlord's discretion, the Building garage and other improvements serving the Building, if any, and the parcel(s) of land on which they are located.

## **II. Lease Grant.**

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with the right in common with others to use any portions of the Property that are designated by Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (the "Common Areas").

## **III. Adjustment of Commencement Date; Possession.**

- A. Subject to Landlord's obligation, if any, to perform Landlord Work, the Premises are accepted by Tenant in "as is" condition and configuration. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the then existing or future condition of the Premises or the Building. If Landlord is delayed delivering possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of the space. If Landlord is not required to Substantially Complete Landlord Work before the

Commencement Date, the Commencement Date may be postponed, at the discretion of the Tenant, until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party, and the Termination Date, at the option of Landlord, may be postponed by an equal number of days. If Landlord is required to Substantially Complete Landlord Work before the Commencement Date, the Commencement Date and Termination Date shall be determined by Section I.G.

- B. If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay pro-rata Rent to Landlord for each day of possession before the Commencement Date. However, except for the cost of services requested by Tenant (e.g. freight elevator usage), Tenant shall not be required to pay Rent for any days of possession before the Commencement Date during which Tenant, with the approval of Landlord, is in possession of the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

#### IV. Rent.

- A. Payments. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction, the total amount of Base Rent and Additional Rent due for the Term. "Additional Rent" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord. Additional Rent and Base Rent are sometimes collectively referred to as "Rent". Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes) and/or property taxes, if any, imposed upon or measured by Rent under applicable Law. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the installment of Base Rent for the first full calendar month of the Term shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord an administration fee equal to 5% of the past due Rent, provided that Tenant shall be entitled to a grace period of 5 days for the first 2 late payments of Rent in a given calendar year. If the Term commences, or Tenant takes possession requiring rental payments hereunder, on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Base Rent and Tenant's Pro Rata Share of any Tax or Expense Excess for the month shall be prorated based on the number of days in such calendar month. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due; but, shall under no event be considered a waiver of rent or late payments due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.
- B. Expense Excess and Tax. Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses for each calendar year during the Term exceed Expenses for the Base Year (the "Expense Excess") and also the amount, if any, of taxes assessed against the premise or any use thereunder. If Expenses and/or Taxes in any calendar year decrease below the amount of Expenses and/or Taxes for the Base Year, Tenant's Pro Rata Share of Expenses and/or Taxes, as the case may be, for that calendar year shall be \$0. Landlord shall provide Tenant with a good faith estimate of the Expense Excess and of the Tax for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Expense Excess and one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Tax. If Landlord determines that its good faith estimate of the Expense Excess or of the Tax was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant's monthly

payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or of the Tax by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate(s). Tenant shall pay Landlord the amount of any underpayment within 30 days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within 30 days or credited against the next due future installment(s) of Additional Rent.

As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes for the prior calendar year. If the estimated Expense Excess and/or estimated Tax for the prior calendar year is more than the actual Expense Excess and/or actual Tax, as the case may be, for the prior calendar year, Landlord shall apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess and/or estimated Tax for the prior calendar year is less than the actual Expense Excess and/or actual Tax, as the case may be, for such prior year, Tenant shall pay Landlord, within 30 days after its receipt of the statement of Expenses and/or Taxes, any underpayment for the prior calendar year.

C. Expenses Defined. "Expenses" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Building and the Property, including, but not limited to:

1. Labor costs, including, wages, salaries, social security and employment taxes, medical and other types of insurance, uniforms, training, and retirement and pension plans.
2. Management fees, the cost of equipping and maintaining a management office, accounting and bookkeeping services, legal fees not attributable to leasing or collection activity, and other administrative costs. Landlord, by itself or through an affiliate, shall have the right to directly perform or provide any services under this Lease (including management services), provided that the cost of any such services shall not exceed the cost that would have been incurred had Landlord entered into an arms-length contract for such services with an unaffiliated entity of comparable skill and experience.
3. The cost of services, including amounts paid to service providers and the rental and purchase cost of parts, supplies, tools and equipment.
4. Premiums and deductibles paid by Landlord for insurance, including workers compensation, fire and extended coverage, earthquake, general liability, rental loss, elevator, boiler and other insurance customarily carried from time to time by owners of comparable office buildings.
5. Electrical Costs (defined below) and charges for water, gas, steam and sewer, but excluding those charges for which Landlord is reimbursed by tenants. "Electrical Costs" means: (a) charges paid by Landlord for electricity; (b) costs incurred in connection with an energy management program for the Property; and (c) if and to the extent permitted by Law, a fee for the services provided by Landlord in connection with the selection of utility companies and the negotiation and administration of contracts for electricity, provided that such fee shall not exceed 50% of any savings obtained by Landlord. Electrical Costs shall be adjusted as follows: (i) amounts received by Landlord as reimbursement for above standard electrical consumption shall be deducted from Electrical Costs; (ii) the cost of electricity incurred to provide overtime HVAC to specific tenants (as reasonably estimated by Landlord) shall be deducted from Electrical Costs; and (iii) if Tenant is billed directly for the cost of building standard electricity to the Premises as a separate charge in addition to Base Rent,

the cost of electricity to individual tenant spaces in the Building shall be deducted from Electrical Costs.

6. The amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made to the Property which are: (a) performed primarily to reduce operating expense costs or otherwise improve the operating efficiency of the Property; or (b) required to comply with any Laws that are enacted, or first interpreted to apply to the Property, after the date of this Lease. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or 5 years. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "Payback Period" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement.

Expenses shall not include: the cost of capital improvements (except as set forth above); depreciation; interest (except as provided above for the amortization of capital improvements); principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, including rental abatements and construction allowances, granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases. If the Building is not at least 95% occupied during any calendar year or if Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Building at any time during a calendar year, Expenses shall, at Landlord's option, be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building during that calendar year. If Tenant pays for its Pro Rata Share of Expenses based on increases over a "Base Year" and Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building. The extrapolation of Expenses under this Section shall be performed by appropriately adjusting the cost of those components of Expenses that are impacted by changes in the occupancy of the Building.

- D. Taxes Defined. "Taxes" shall mean: (1) all real estate taxes and other assessments on the Building and/or Property, including, but not limited to, assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (2) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (3) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (1) and (2), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall not include any income, capital levy, franchise, capital stock, gift, estate or inheritance tax. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Taxes for that year shall, at Landlord's election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax, then Taxes for that year will be retroactively adjusted and Landlord shall provide

Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within 30 days after Tenant's receipt of a statement from Landlord.

- E. Audit Rights. Tenant may, within 90 days after receiving Landlord's statement of Expenses, give Landlord written notice ("Review Notice") that Tenant intends to review Landlord's records of the Expenses for that calendar year. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. If any records are maintained at a location other than the office of the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord's records, the agent must be with a licensed CPA firm. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit. Within 60 days after the records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an "Objection Notice") stating in reasonable detail any objection to Landlord's statement of Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the 60 day period or fails to provide Landlord with a Review Notice within the 90 day period described above, Tenant shall be deemed to have approved Landlord's statement of Expenses and shall be barred from raising any claims regarding the Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Expenses unless Tenant has paid and continues to pay all Rent when due.

#### **V. Compliance with Laws; Use.**

The Premises shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall not use or permit the use of the Premises for any purpose which is illegal, dangerous to persons or property or which, in Landlord's reasonable opinion, unreasonably disturbs any other tenants of the Building or interferes with the operation of the Building. Tenant shall comply with all Laws, including the Americans with Disabilities Act, regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant, within 10 days after receipt, shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any Laws. Tenant shall comply with the rules and regulations of the Building attached as **Exhibit B** and such other reasonable rules and regulations adopted by Landlord from time to time. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations. Landlord shall not knowingly discriminate against Tenant in Landlord's enforcement of the rules and regulations.

#### **VI. Security Deposit.**

The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and shall be held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. Landlord may, from time to time, without prejudice to any other remedy, use all or a portion of the Security Deposit to satisfy past due Rent or to cure any uncured default by Tenant. If Landlord uses the Security Deposit, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 45 days after the later to occur of: (1) the determination of Tenant's Pro Rata Share of any Tax and Expense Excess for the final year of the Term; (2) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or (3) the Termination Date. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and, following the assignment, Landlord shall have no further liability for the return of

the Security Deposit to the Tenant. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

#### **VII. Services to be Furnished by Landlord.**

- A. Landlord agrees to furnish Tenant with the following services: (1) Water service for use in the lavatories on each floor on which the Premises are located; (2) Heat and air conditioning in season during Normal Business Hours, at such temperatures and in such amounts as are standard for comparable buildings or as required by governmental authority. Tenant, upon such advance notice as is reasonably required by Landlord, shall have the right to receive HVAC service during hours other than Normal Business Hours. Tenant shall pay Landlord the standard charge for the additional service as reasonably determined by Landlord from time to time; (3) Maintenance and repair of the Property as described in Section IX.B.; (4) Janitor service on Business Days. If Tenant's use, floor covering or other improvements require special services in excess of the standard services for the Building, Tenant shall pay the additional cost attributable to the special services; (5) Elevator service; (6) Electricity to the Premises for general office use, in accordance with and subject to the terms and conditions in Article X; and (7) such other services as Landlord reasonably determines are necessary or appropriate for the Property.
- B. Landlord's failure to furnish, or any interruption or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, or the occurrence of any event or cause beyond the reasonable control of Landlord (a "Service Failure") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. However, if the Premises, or a material portion of the Premises, is made untenable for a period in excess of 3 consecutive Business Days as a result of the Service Failure, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 4th consecutive Business Day of the Service Failure and ending on the day the service has been restored. If the entire Premises has not been rendered untenable by the Service Failure, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises rendered untenable and not used by Tenant. In no event, however, shall Landlord be liable to Tenant for any loss or damage, including the theft of Tenant's Property (defined in Article XV), arising out of or in connection with the failure of any security services, personnel or equipment.

#### **VIII. Leasehold Improvements.**

All improvements to the Premises (collectively, "Leasehold Improvements") shall be owned by Landlord and shall remain upon the Premises without compensation to Tenant. However, Landlord, by written notice to Tenant within 30 days prior to the Termination Date, may require Tenant to remove, at Tenant's expense: (1) Cable installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; and (2) any Leasehold Improvements that are performed by or for the benefit of Tenant and, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (collectively referred to as "Required Removables"). Without limitation, it is agreed that Required Removables include internal stairways, raised floors, personal baths and showers, vaults, rolling file systems and structural alterations and modifications of any type. The Required Removables designated by Landlord shall be removed by Tenant before the Termination Date, provided that upon prior written notice to Landlord, Tenant may remain in the Premises for up to 5 days after the Termination Date for the sole purpose of removing the Required Removables, but in no event shall any such holdover in the Premises constitute or create a tenancy-at-will under existing applicable law. Tenant's possession of the Premises shall be subject to all of the terms and conditions of this Lease, including the obligation to pay Rent on a per diem / pro rata basis at the rate in effect for the last month of the Term. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to remove any Required Removables or perform related repairs in a timely manner, Landlord, at Tenant's expense, may remove and dispose of the Required Removables and perform the required repairs. Tenant, within 30 days after receipt of an invoice, shall reimburse Landlord for the reasonable costs incurred by Landlord. Notwithstanding the foregoing, Tenant, at the time it requests approval for a proposed Alteration (defined in Section IX.C), may request in

writing that Landlord advise Tenant whether the Alteration or any portion of the Alteration will be designated as a Required Removable. Within 10 days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Alteration, if any, will be considered to be Required Removables.

## **IX. Repairs and Alterations.**

- A. Tenant's Repair Obligations. Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair obligations include, without limitation, repairs to: (1) floor covering; (2) interior partitions; (3) doors; (4) the interior side of demising walls; (5) electronic, phone and data cabling and related equipment (collectively, "Cable") that is installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; (6) supplemental air conditioning units, private showers and kitchens, including hot water heaters, plumbing, and similar facilities serving Tenant exclusively; and (7) Alterations performed by contractors retained by Tenant, including related HVAC balancing. All work shall be performed in accordance with the rules and procedures described in Section IX.C. below. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required if there is an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs to Landlord within 30 days after receipt of an invoice, together with an administrative charge in an amount equal to 10% of the cost of the repairs.
- B. Landlord's Repair Obligations. Landlord shall keep and maintain in good repair and working order and make repairs to and perform maintenance upon: (1) structural elements of the Building; (2) mechanical (including HVAC), electrical, plumbing and fire/life safety systems as installed at the time of the lease commencement, and which serve the Building in general; (3) Common Areas; (4) the roof of the Building; (5) exterior windows of the Building; and (6) elevators serving the Building. Landlord shall promptly make repairs (considering the nature and urgency of the repair) for which Landlord is responsible.
- C. Alterations. Tenant shall not make alterations, additions or improvements to the Premises or install any Cable in the Premises or other portions of the Building (collectively referred to as "Alterations") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (1) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (2) is not visible from the exterior of the Premises or Building; (3) will not affect the systems or structure of the Building; and (4) does not require work to be performed inside the walls or above the ceiling of the Premises. However, even though consent is not required, the performance of Cosmetic Alterations shall be subject to all the other provisions of this section, and any and all permitting required by law, which shall be the sole responsibility of the Tenant. Prior to starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems); copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord; and any security for performance that is reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. Tenant shall reimburse Landlord within 30 days after receipt of an invoice for sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations. In addition, within 30 days after receipt of an invoice from Landlord, Tenant shall

pay Landlord a fee for Landlord's oversight and coordination of any non-Cosmetic Alterations equal to 10% of the cost of the non-Cosmetic Alterations. Upon completion, Tenant shall furnish "as-built" plans (except for Cosmetic Alterations), completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Tenant shall assure that the Alterations comply with all insurance requirements and Laws. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable Laws or will be adequate for Tenant's use.

#### **X. Use of Electrical Services by Tenant.**

- A. Electricity used by Tenant in the Premises shall, at Landlord's option, be paid for by Tenant either: (1) through inclusion in Expenses (except as provided in Section X.B. for excess usage); (2) by a separate charge payable by Tenant to Landlord within 30 days after billing by Landlord; or (3) by separate charge billed by the applicable utility company and payable directly by Tenant. Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission and distribution services, and the cost of electricity may consist of several different components or separate charges for such services, such as generation, distribution and stranded cost charges. Landlord shall have the exclusive right to select any company providing electrical service to the Premises, to aggregate the electrical service for the Property and Premises with other buildings, to purchase electricity through a broker and/or buyers group and to change the providers and manner of purchasing electricity. Landlord shall be entitled to receive a fee (if permitted by Law) for the selection of utility companies and the negotiation and administration of contracts for electricity, provided that the amount of such fee shall not exceed 50% of any savings obtained by Landlord.
- B. Tenant's use of electrical service shall not exceed, either in voltage, rated capacity, use beyond Normal Business Hours or overall load, that which Landlord deems to be standard for the Building. If Tenant requests permission to consume excess electrical service, Landlord may refuse to consent or may condition consent upon conditions that Landlord reasonably elects (including, without limitation, the installation of utility service upgrades, meters, submeters, air handlers or cooling units), and the additional usage (to the extent permitted by Law), installation and maintenance costs shall be paid by Tenant. Landlord shall have the right to separately meter electrical usage for the Premises and to measure electrical usage by survey or other commonly accepted methods.

#### **XI. Entry by Landlord.**

Landlord, its agents, contractors and representatives may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, and to conduct or facilitate repairs, alterations or additions to any portion of the Building, including other tenants' premises. Except in emergencies or to provide janitorial and other Building services after Normal Business Hours, Landlord shall provide Tenant with reasonable prior notice of entry into the Premises, which may be given orally to the entity occupying the Premises. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises during weekday hours if the work can reasonably be completed on weekends and night hours. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent.

#### **XII. Assignment and Subletting.**

- A. Except in connection with a Permitted Transfer (defined in Section XII.E. below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld if Landlord does not elect to exercise its termination rights under Section XII.B below. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed transferee's financial condition does not meet the criteria Landlord uses to select Building tenants having similar leasehold obligations; (2) the proposed transferee's business is not suitable for the Building considering the

business of the other tenants and the Building's prestige, or would result in a violation of another tenant's rights; (3) the proposed transferee is a governmental agency or occupant of the Building; (4) Tenant is in default after the expiration of the notice and cure periods in this Lease; (5) any portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer; (6) the City Council, in its sole discretion, considers the transfer request and, as a council of the whole, in its sole discretion, rejects said transfer. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Article shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer or Permitted Transfer release or relieve Tenant from any obligation under this Lease.

- B. As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within 60 days of its receipt of the required information and documentation, either: (1) consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing; or (2) exercise its right to terminate this Lease with respect to the portion of the Premises that Tenant is proposing to assign or sublet. Any such termination shall be effective on the proposed effective date of the Transfer for which Tenant requested consent. Tenant shall pay Landlord a review fee of \$750.00 for Landlord's review of any Permitted Transfer or requested Transfer, provided if Landlord's actual reasonable costs and expenses (including reasonable attorney's fees) exceed \$750.00, Tenant shall reimburse Landlord for its actual reasonable costs and expenses in lieu of a fixed review fee.
- C. Tenant shall pay Landlord 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of any excess within 30 days after Tenant's receipt of such excess consideration. Tenant may not deduct from the payment to Landlord for any fees or costs associated with the transfer. If Tenant is in Monetary Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord's share of any excess). However, by accepting any such payments directly from the subtenant, whether as a result of the foregoing or otherwise, Landlord does not waive any claims against the Tenant hereunder or release Tenant from any obligations under this Lease, nor recognize the subtenant as the tenant under the Lease.
- D. Except as provided below with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership, or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding stock is listed on a recognized security exchange, or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed.
- E. Tenant may assign its entire interest under this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization with notice and consent of Landlord, demonstrated by a leasehold assignment agreement, provided that all of the following conditions are satisfied (a "Permitted Transfer"): (1) Tenant is not in default under this Lease; (2) Tenant's successor shall own all or substantially all of the assets of Tenant; (3) Tenant's successor shall have a net worth which is at least equal to the greater of Tenant's net worth at the date of this Lease or Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization; (4) the Permitted Use does not allow the Premises to be used for retail purposes; and (5) Tenant shall give Landlord

written notice at least 30 days prior to the effective date of the proposed purchase, merger, consolidation or reorganization. Tenant's notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement.

### **XIII. Liens.**

Tenant shall not permit mechanic's or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for benefit of Tenant or Tenant's subtenant. If a lien is so placed, Tenant shall, within 10 days after the date Tenant becomes aware of the filing of the lien or within 10 days of notice from Landlord of the filing of the lien, whichever is first, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien Law. Unless Landlord gave Tenant notice of the lien, Tenant shall immediately give Landlord written notice of the lien after becoming aware of same. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure over the lien or discharge the lien, including, without limitation, reasonable attorneys' fees and costs within 30 days after receipt of an invoice from Landlord.

### **XIV. Indemnity and Waiver of Claims.**

- A. Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) and agents ("Landlord Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties (defined below) or any of Tenant's transferees, contractors or licensees.
- B. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties (defined below), Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("Tenant Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord, the Landlord Related Parties or any of Landlord's contractors.
- C. Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant's business or loss, theft or damage to Tenant's Property or the property of any person claiming by, through or under Tenant resulting from: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (6) any act or omission of any party other than Landlord or Landlord Related Parties; (7) any causes not reasonably within the control of Landlord; and/or (8) any act of force majeure. Tenant shall insure itself against such losses under Article XV below.

### **XV. Insurance.**

Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (1) Commercial General Liability Insurance applicable to the Premises

and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00; (2) All Risk Property/Business Interruption Insurance, including flood and earthquake, written at replacement cost value and with a replacement cost endorsement covering all of Tenant's trade fixtures, equipment, furniture and other personal property within the Premises ("Tenant's Property"); (3) Workers' Compensation Insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute; and (4) Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing any of Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name Tenant as a named insured and Landlord (or any successor), City of Hoboken, a municipal corporation, and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord as the interest of such designees shall appear, as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least 15 days prior to the expiration of the insurance coverage. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk property insurance on the Building at replacement cost value, as reasonably estimated by Landlord. Except as specifically provided to the contrary, the limits of either party's' insurance shall not limit such party's liability under this Lease. All insurance carriers utilized hereunder shall be licensed to do business in the State of New Jersey.

#### **XVI. Subrogation.**

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Building, the Premises, any additions or improvements to the Building or Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any Landlord Related Parties or the negligence of Tenant or any Tenant Related Parties, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

#### **XVII. Casualty Damage.**

- A. If all or any part of the Premises is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. During any period of time that all or a material portion of the Premises is rendered untenable as a result of a fire or other casualty, the Rent shall abate for the portion of the Premises that is, in the opinion of the Landlord or Landlord's insurance carrier, or Landlord's engineer, untenable and, as a result, not used by Tenant. Landlord shall have the right to terminate this Lease if: (1) the Building shall be damaged so that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Building shall be required (whether or not the Premises has been damaged); (2) Landlord is not permitted by Law to rebuild the Building in substantially the same form as existed before the fire or casualty; (3) the Premises have been materially damaged and there is less than six (6) months of the Term remaining on the date of the casualty; (4) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (5) a material uninsured loss to the Building occurs. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within 45 days after the date of the casualty. If Landlord does not terminate this Lease, Landlord shall commence and proceed with reasonable diligence to repair and restore the Building and any Landlord Improvements (excluding any Tenant Alterations, whether cosmetic or otherwise, as well as any and all Tenant appurtenances, furniture or supplies). However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord. Landlord shall not be liable for any loss or damage to Tenant's Property or to the business of Tenant resulting in any way from the fire or other casualty or from the repair and restoration of the damage. Landlord and Tenant hereby waive the provisions of any Law relating to the matters addressed in this Article, and agree that their

respective rights for damage to or destruction of the Premises shall be those specifically provided in this Lease.

- B. If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall, with reasonable promptness, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again, using standard working methods ("Completion Estimate"). If the Completion Estimate indicates that the Premises cannot be made tenantable within 270 days from the date the repair and restoration is started, then regardless of anything in Section XVII.A above to the contrary, either party shall have the right to terminate this Lease by giving written notice to the other of such election within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the fire or casualty was caused by the negligence or intentional misconduct of Tenant, Tenant Related Parties or any of Tenant's transferees, contractors or licensees.

#### **XVIII. Condemnation.**

Either party may terminate this Lease if the whole or any material part of the Premises shall be taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would leave the remainder of the Building unsuitable for use as an office building in a manner comparable to the Building's use prior to the Taking. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within 45 days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Premises or the portion of the Building or Property occurs. If this Lease is not terminated, the Rentable Square Footage of the Building, the Rentable Square Footage of the Premises and Tenant's Pro Rata Share shall, if applicable, be appropriately adjusted. In addition, Rent for any portion of the Premises taken or condemned shall be abated during the unexpired Term of this Lease effective when the physical taking of the portion of the Premises occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.

#### **XIX. Events of Default.**

Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default:

- A. Tenant's failure to pay when due all or any portion of the Rent, if the failure continues for 3 days after written notice to Tenant ("Monetary Default").
- B. Tenant's failure (other than a Monetary Default) to comply with any term, provision or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant. However, if Tenant's failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as: (1) Tenant commences to cure the failure within 10 days, and (2) Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with the Lease. However, if Tenant's failure to comply creates a hazardous condition, the failure must be cured immediately upon notice to Tenant. In addition, if Landlord provides Tenant with notice of Tenant's failure to comply with any particular term, provision or covenant of the Lease on 3 occasions during any 12 month period, Tenant's subsequent violation of such term, provision or covenant shall, at Landlord's option, be an incurable event of default by Tenant.
- C. Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.

- D. The leasehold estate is taken by process or operation of Law.
- E. In the case of any ground floor or retail Tenant, Tenant does not take possession of, or abandons or vacates all or any portion of the Premises.
- F. Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord, including, without limitation, any lease or agreement for parking.

**XX. Remedies.**

- A. Upon any default, Landlord shall have the right without notice or demand (except as provided in Article XIX) to pursue any of its rights and remedies at Law or in equity, including any one or more of the following remedies:
  - 1. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant, Tenant's Property and any party occupying all or any part of the Premises. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and damages which Landlord may suffer as a result of Tenant's default, whether by Landlord's inability to relet the Premises on satisfactory terms or otherwise, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.
  - 2. Terminate Tenant's right to possession of the Premises and, in compliance with applicable Law, expel and remove Tenant, Tenant's Property and any parties occupying all or any part of the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.
  - 3. In lieu of calculating damages under Sections XX.A.1 or XX.A.2 above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Prime Rate (defined in Section XX.B. below) then in effect, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.
- B. Unless expressly provided otherwise in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in default, Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Prime Rate plus 4% per annum. For purposes hereof, the

“Prime Rate” shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

**XXI. Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN ARTICLE XXVI BELOW) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN ARTICLE XXVI BELOW) ON THE PROPERTY, BUILDING OR PREMISES, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

**XXII. No Waiver.**

Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel. Either party's failure to enforce its rights for a default shall not constitute a waiver of its rights regarding any subsequent default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises.

**XXIII. Quiet Enjoyment.**

Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building, and shall not be a personal covenant of Landlord or the Landlord Related Parties.

**XXIV. Relocation.**

Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to reasonably comparable space (“Relocation Space”) within the Building or adjacent buildings within the same project upon 60 days' prior written notice to Tenant. From and after the date of the relocation, “Premises” shall refer to the Relocation Space into which Tenant has been moved and the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable costs for moving Tenant's furniture and equipment and printing and distributing notices to Tenant's customers of Tenant's change of address and one month's supply of stationery showing the new address.

**XXV. Holding Over.**

Except for any permitted occupancy by Tenant under Article VIII, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the greater of: (1) the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover; or (2) the fair market gross rental for the Premises as reasonably determined by Landlord. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term, to create a tenancy-at-will under applicable law, or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover and Tenant fails to vacate the Premises within 15 days after Landlord notifies Tenant of Landlord's inability to deliver possession, or perform improvements, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover.

## **XXVI. Subordination to Mortgages; Estoppel Certificate.**

Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord's interest in the Lease, Tenant shall, without charge, attorn to the successor-in-interest. Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to the Lease that may reasonably be requested.

## **XXVII. Attorneys' Fees.**

If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

## **XXVIII. Notice.**

If a demand, request, approval, consent or notice (collectively referred to as a "notice") shall or may be given to either party by the other, the notice shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Article I, except that if Tenant has vacated the Premises (or if the Notice Address for Tenant is other than the Premises, and Tenant has vacated such address) without providing Landlord a new Notice Address, Landlord may serve notice in any manner described in this Article or in any other manner permitted by Law. Each notice shall be deemed to have been received or given on the earlier to occur of actual delivery (which, in the case of hand delivery, may be deemed "actually delivered" by posting same on the exterior door of the Premises or Landlord's management office, as the case may be) or the date on which delivery is refused, or, if Tenant has vacated the Premises or the other Notice Address of Tenant without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address by giving the other party written notice of the new address in the manner described in this Article.

## **XXIX. Excepted Rights.**

This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself the use of: (1) roofs, (2) telephone, electrical and janitorial closets, (3) equipment rooms, Building risers or similar areas that are used by Landlord for the provision of Building services, (4) rights to the land and improvements below the floor of the Premises, (5) the improvements and air rights above the Premises, (6) the improvements and air rights outside the demising walls of the Premises, and (7) the areas within the Premises used for the installation of utility lines and other installations serving occupants of the Building. Landlord has the right to change the Building's name or address. Landlord also has the right to make such other changes to the Property and Building as Landlord deems appropriate, provided the changes do not materially affect Tenant's ability to use the Premises for the Permitted Use. Landlord shall also have the right (but not the obligation) to temporarily close the Building if Landlord reasonably determines that there is an imminent danger of significant damage to the Building or of personal injury to Landlord's employees or the occupants of the Building. The circumstances under which Landlord may temporarily close the Building shall include, without limitation, electrical interruptions, hurricanes and civil disturbances. A closure of the Building under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

### **XXX. Surrender of Premises.**

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property (defined in Article XV) from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. Tenant shall also be required to remove the Required Removables in accordance with Article VIII. If Tenant fails to remove any of Tenant's Property within 2 days after the termination of this Lease or of Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property without liability to Landlord. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred for Tenant's Property. In addition, if Tenant fails to remove Tenant's Property from the Premises or storage, as the case may be, within 30 days after written notice, Landlord may deem all or any part of Tenant's Property to be abandoned, and title to Tenant's Property shall be deemed to be immediately vested in Landlord.

### **XXXI. Miscellaneous.**

- A. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the state in which the Building is located and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Articles and Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of the Lease.
- B. Tenant shall not record this Lease or any memorandum without Landlord's prior written consent.
- C. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.
- D. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). However, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.
- E. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Property referred to herein, and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.
- F. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers, agents or finders claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers, agents or finders claiming to have represented Landlord in connection with this Lease.
- G. Tenant covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (2) this Lease is binding upon Tenant; and (3) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Notices, payments and agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them.

- H. Time is of the essence with respect to payment of Rent and Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.
- I. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Without limiting the scope of the prior sentence, it is agreed that Tenant's obligations under Sections IV.A, IV.B., VIII, XIV, XX, XXV and XXX shall survive the expiration or early termination of this Lease.
- J. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.
- K. All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.
- L. Tenant, within 15 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease. Landlord, however, shall not require Tenant to provide such information unless Landlord is requested to produce the information in connection with a proposed financing or sale of the Building. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by Tenant.
- M. Tenant has only a usufruct, not subject to purchase or sale, which may not be assigned by Tenant except as expressly provided in this Lease.

**XXXII. Entire Agreement.**

This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents described herein as Exhibits to this lease.

Landlord and Tenant have executed this Lease as of the day and year first above written.

**LANDLORD:**

**City of Hoboken, a municipal corporation of the State of New Jersey**

By: \_\_\_\_\_, the  
**Dawn Zimmer**  
**Mayor of the City of Hoboken**

Attest: \_\_\_\_\_, the  
**James Farina**  
**Clerk of the City of Hoboken**

**TENANT:**

\_\_\_\_\_, **a(n)**  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**PREMISES**

This Exhibit is attached to and made a part of the Lease dated as of \_\_\_\_\_, \_\_\_\_\_, by and between **The City of Hoboken** ("Landlord") and \_\_\_\_\_ ("Tenant") for space in the Building located at 371 4<sup>th</sup> Street, Unit 2, Hoboken, New Jersey 07030.

## EXHIBIT B

### **BUILDING RULES AND REGULATIONS**

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage (if any), the Property and the appurtenances. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.
6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant's sole expense.
9. Corridor doors, when not in use, shall be kept closed.
10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or

- (3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.
11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
  12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.
  13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
  14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the date of the commencement of the Term be extended as a result of the above actions.
  15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
  16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease of any other tenant in the Building.
  17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
  18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
  19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.
  20. Tenant shall not canvass, solicit or peddle in or about the Building or the Property.
  21. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building.

Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

22. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
23. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
24. The work of cleaning personnel shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable hardship to the cleaning service.

**EXHIBIT C**

**COMMENCEMENT LETTER**  
(EXAMPLE)

Date \_\_\_\_\_

Tenant \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Commencement Letter with respect to that certain Lease dated as of \_\_\_\_\_,  
\_\_\_\_\_, by and between **City of Hoboken** as Landlord, and  
\_\_\_\_\_, as Tenant, for approximately **4630** rentable square  
feet on the ground floor of the Building located at 371 4<sup>th</sup> Street, Unit 2, Hoboken, New  
Jersey 07030.

Dear \_\_\_\_\_:

In accordance with the terms and conditions of the above referenced Lease, Tenant  
accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is \_\_\_\_\_;
2. The Termination Date of the Lease is \_\_\_\_\_.

Please acknowledge your acceptance of possession and agreement to the terms set  
forth above by signing all 3 counterparts of this Commencement Letter in the space provided  
and returning 2 fully executed counterparts to my attention.

Sincerely,

\_\_\_\_\_  
Property Manager

Agreed and Accepted:

Tenant: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**WORK LETTER**

This Exhibit is attached to and made a part of the Lease dated as of \_\_\_\_\_, \_\_\_\_\_, by and between **City of Hoboken** as Landlord, and \_\_\_\_\_, as Tenant, for approximately **4630** rentable square feet on the ground floor of the Building located at 371 4<sup>th</sup> Street, Unit 2, Hoboken, New Jersey 07030.

TO BE INSERTED UPON NEGOTIATION OF LEASE TERMS

Landlord and Tenant have executed this exhibit as of the day and year first above written.

**LANDLORD:**

**City of Hoboken, a municipal corporation of the State of New Jersey**

**By:** \_\_\_\_\_, the  
**Dawn Zimmer**  
**Mayor of the City of Hoboken**

**Attest:** \_\_\_\_\_, the  
**James Farina**  
**Clerk of the City of Hoboken**

**TENANT:**

\_\_\_\_\_, **a(n)**  
\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**EXHIBIT E**

**ADDITIONAL PROVISIONS**

This Exhibit is attached to and made a part of the Lease dated as of \_\_\_\_\_, \_\_\_\_\_, by and between **City of Hoboken** as Landlord, and \_\_\_\_\_, as Tenant, for approximately **4630** rentable square feet on the ground floor of the Building located at 371 4<sup>th</sup> Street, Unit 2, Hoboken, New Jersey 07030.

TO BE INSERTED UPON NEGOTIATION OF LEASE TERMS

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this exhibit as of the day and year first above written.

**LANDLORD:**

**City of Hoboken, a municipal corporation of the State of New Jersey**

By: \_\_\_\_\_, the  
**Dawn Zimmer**  
**Mayor of the City of Hoboken**

Attest: \_\_\_\_\_, the  
**James Farina**  
**Clerk of the City of Hoboken**

**TENANT:**

\_\_\_\_\_, **a(n)**  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



option by both parties, with all options being subject to a CPI increase for the optional years.

B. The City Council reserves the right to reject all bids for any reason permitted by law, including, but not limited to, failure of the highest bidder to meet the requirements set forth in this resolution and/or the bid specifications. The City has previously provided the Hospital with an enforceable right of first refusal in the Unit 2 lease, subject to them consenting to the terms of the lease and the monetary amount of the highest bid, without exception. As such, the City herein also reserves the right to reject all bids in the event the Hospital executes its right of first refusal in accordance with this section and their express rights thereunder.

C. This resolution shall take effect immediately upon passage.

**Meeting date: May 7, 2014**

**APPROVED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo  
Corporation Counsel

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

Introduced By: \_\_\_\_\_

Second By: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS**

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

**WHEREAS**, Sharon Curran, Collector of Revenue recommends that refunds be made;

**NOW THEREFORE BE IT RESOLVED**, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$ 5,381.61**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Joseph E. Deming 250 Passaic Avenue, Suite 140 Fairfield, NJ 07004	179/41	306 Garden St	4/13	\$4,185.73
Edward Burdett 177 Meadbrook Rd. Garden City, NY 11530	19/15/C0004	91 Adams St	4/13	\$1,195.88

Meeting: May 7, 2014

Approved as to Form:

\_\_\_\_\_  
CORPORATION COUNSEL

\_\_\_\_\_  
Sharon Curran

Introduced By: \_\_\_\_\_

Second By: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

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

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

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

**NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling \$115,967.50**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Coughlin Duff LLP 350 Mount Kemble Ave P.O. Box 1917 Morristown, NJ 07962-1917	213.01/14.02	232-234 Hudson St	2010	\$16,607.50
Coughlin Duff LLP 350 Mount Kemble Ave P.O. Box 1917 Morristown, NJ 07962-1917	213.01/14.02	232-234 Hudson St	2011	\$27,726.00
Coughlin Duff LLP 350 Mount Kemble Ave P.O. Box 1917 Morristown, NJ 07962-1917	213.01/14.02	232-234 Hudson St	2012	\$33,250.00

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUN</u>
Coughlin Duff LLP 350 Mount Kemble Ave P.O. Box 1917 Morristown, NJ 07962-1917	213.01/14.02	232-234 Hudson St	2013	\$38,384.00

Meeting: May 7, 2014

Approved as to Form:

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Corporation Counsel

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Sharon Curran

Sponsored by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**City of Hoboken**

**Resolution No.** \_\_\_\_\_

**RESOLVED**, that filed minutes for the Hoboken City Council **Regular Meeting of March 19, 2014, Special meeting of March 19, Special meeting of April 2, 2014 and Regular meeting of April 2, 2014** have been reviewed and approved as to legal form and content.

\_\_\_\_\_  
**Approved as to form:**

**Meeting Date: May 7, 2014**

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

RECEIVED

2014 MAY -1 AM 9: 27

CITY CLERK  
HOBOKEN, NJ 07030

Introduced by: Castellano

Seconded by: Russo

CITY OF HOBOKEN

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION CALLING ON HOBOKEN BOARD OF EDUCATION TO DROP ITS PETITION AGAINST THE NEW JERSEY DEPARTMENT OF EDUCATION AND HOBOKEN'S DUAL LANGUAGE CHARTER SCHOOL (HOLA) AND CALLING ON HOBOKEN BOARD OF EDUCATION PRESIDENT LEON GOLD TO APOLOGIZE FOR HIS OFFENSIVE STATEMENTS REGARDING HOBOKEN'S DUAL LANGUAGE CHARTER SCHOOL (HOLA)**

WHEREAS, The New Jersey Department of Education recently renewed Hola's school charter for five (5) years; and

WHEREAS, The New Jersey Department of Education recently approved Hola's request to expand from Kindergarten to Sixth (6<sup>th</sup>) grade to Kindergarten to Eight (8<sup>th</sup>) grade; and

WHEREAS, the Hoboken Board of Education has filed a petition to set aside Hola's school charter renewal and to oppose the expansion to Kindergarten to Eight (8<sup>th</sup>) grade; and

WHEREAS, Hola offers a dual language and multicultural education opportunities to students and parents of Hola have overwhelmingly supported both the schools charter renewal and expansion; and

WHEREAS, this litigation sets a dangerous precedent to how the Hoboken Board of Education will possibly proceed when in the near future Hoboken Charter School and Elysian Charter Schools petition the Department of Education for five (5) year renewals; and

WHEREAS, the Council of the City of Hoboken wishes to see a united school district in which to Hoboken Board of Education uses its resources to improve education standards for students and teachers; and

WHEREAS, Hoboken Board of Education President Leon Gold was recently quoted in various news reports claiming Hola Charter School and other Hoboken Charter schools are the cause of "white flight" and are creating a segregated school district; and

WHEREAS, these statements have made many parents, students, and teachers feel personally attacked by the President of the Hoboken Board of Education; and

WHEREAS, these accusations undermine the tremendous effort by millions of people who worked together during the Civil Rights Era to end segregation and other discriminatory laws and public policies; and

WHEREAS, Leon Gold has the right to freedom of speech, but the members of the Hoboken City Council do not agree with his attempts to condemn an entire group of people in Hoboken who do not agree with his political views; and

WHEREAS, this type of divisive rhetoric has no place in our community, especially from the President of the Hoboken Board of Education, who was elected to represent every resident of the City of Hoboken, regardless of whether or not a resident supports his political views.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken hereby calls on the Hoboken Board of Education to drop its petition against the New Jersey Department of Education and Hoboken's Dual Language Charter School (Hola); and

BE IT FURTHER RESOLVED, that the Council of the City of Hoboken hereby calls on the Hoboken Board of Education President Leon Gold to apologize for his offensive statements regarding Hoboken's Dual Language Charter School (Hola) and other Hoboken Charter Schools.

Reviewed:

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Quentin Wiest  
Business Administrator

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Mellissa Longo, Esq.  
Corporation Counsel

Meeting Date: May 7, 2014

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**CITY OF HOBOKEN**  
**COUNTY OF HUDSON**

WHEREAS, the City of Hoboken desires to establish the 2014 Temporary Capital Budget of said municipality by inserting therein the following project.

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

Section 1. The 2014 Temporary Capital Budget of the City of Hoboken is hereby established by the adoption of the schedule to read as follows:

Temporary Capital Budget of the  
City of Hoboken  
County of Hudson, New Jersey  
Projects Scheduled for 2014  
Method of Financing

<u>Project</u>	<u>Est. Costs</u>	<u>Grants</u>	<u>Budget Appr. Fund</u>	<u>Capital Imp. Fund</u>	<u>Bonds</u>	<u>Self-Liquidating Bonds</u>
Resurfacing of Various Streets and Improvements to Certain Intersections	2,000,000			100,000	1,900,000	

Section 2. The Clerk be and is authorized and directed to file a certified copy of this resolution with the Division of Local Government Services Department of Community Affairs, State of New Jersey, within three days after the adoption of this project for 2014 Temporary Capital Budget, to be included in the 2014 Permanent Capital Budget as adopted.

ROLL CALL:

**MEETING: May 7, 2014**

**REVIEWED:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Quentin Wiest  
Business Administrator

\_\_\_\_\_  
Mellissa L. Longo, Esq.  
Corporation Counsel

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



May 7, 2014

Dear City Council Members:

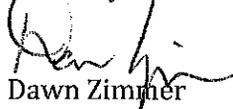
I hope you will consider approving a resolution on an emergency basis tonight stating the City Council's support for funding an engineering evaluation to elevate the electrical subpanels in the Hoboken Housing Authority. This is necessary to ensure that our Housing Authority buildings have emergency power through future storms.

The HHA recently filed for permits to install new backup generators and electrical subpanels, however the current plan is to install the subpanels in the basement where they are vulnerable to flooding. Even if the new generators are elevated, they will not be able to provide emergency power to the buildings if the subpanels are flooded. Since there is not more than 50% damage to the structures in the Housing Authority, we cannot require that the subpanels be elevated to the new standards adopted by the City, even though that would ensure a more resilient design.

I am requesting that you consider the attached resolution tonight on an emergency basis so that together we could try to persuade the Housing Authority to install their entire generator system above the flood zone level. A delay with this resolution will result in either a delay of implementing a more resilient plan that raises the electrical subpanels or it will result in the Housing Authority moving ahead with their current plan to leave the electrical subpanels located below the flood zone, putting all Housing Authority residents at a public safety risk of not having operational backup generators during a severe flood event.

Thank you for your consideration of this important matter.

Sincerely,



Dawn Zimmer

Cc: Carmelo Garcia, Hoboken Housing Authority Executive Director  
Hoboken Housing Authority Board Members



May 7, 2014

Executive Director Carmelo Garcia  
Hoboken Housing Authority  
400 Harrison St.  
Hoboken, NJ 07030

Dear Executive Director Garcia and Hoboken Housing Authority Board Members:

I am writing to offer for the City to immediately fund an engineering evaluation to raise up the electrical subpanels for the Hoboken Housing Authority's backup generators. Tonight, I am asking the City Council to express their support for funding a study through our affordable housing trust fund, which could also be used to fund the raising of the subpanels.

I am proposing this solution in response to learning that the Hoboken Housing Authority recently filed for permits from our zoning and construction offices to install backup generators and electrical subpanels below Hoboken's design flood elevation. The generators would have been several feet below our design flood level, and the electrical panels would be located in the basement. Fortunately, we received notice this week that the permit applications will be revised to ensure the generators are installed at the proper elevation; however the plan still calls for installing the panels in the basements, which flooded during Hurricane Sandy. Unfortunately, if the electrical subpanels are installed in this way, then the backup generators may not be operational during severe flood events since the generators can only provide power to the buildings through the subpanels.

As you know, just a few days ago we had another severe flood event - with about 5 inches of rain. During that storm, a blackout caused the power to go out, including within the Housing Authority, and one resident was temporarily stuck in an elevator. It is important that these backup generators be installed quickly, but also that they be installed in the most resilient way possible.

With your agreement, through a memorandum of understanding, the City could fund an engineering study to: 1) evaluate and explore options with the HHA for elevating the electrical panels and 2) fund the raising of the panels. In addition, since the HHA will soon be required to replace its boiler systems due to new code requirements, I would also like to propose exploring the possibility for a pilot microgrid project using a combined heat and power system.

OFFICE OF THE MAYOR

Please let me know if you are interested in partnering on making sure that the generators are operational during future flood events. If you are interested, the City could arrange a meeting or attend a board meeting to discuss this further. If you have any questions, please do not hesitate to contact me.

Sincerely,



Dawn Zimmer

Cc: Hoboken City Council Members

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION IN SUPPORT OF FUNDING AN ENGINEERING  
EVALUATION TO DETERMINE A LOCATION FOR THE  
ELECTRICAL SUBPANELS ABOVE THE DESIGN FLOOD  
ELEVATION FOR THE HOBOKEN HOUSING AUTHORITY'S  
BACKUP GENERATORS**

**WHEREAS**, it has come to the City Council's attention that the Hoboken Housing Authority (the "Authority") has filed for permits from the City of Hoboken's Construction Office and Zoning Office for the necessary permits to install backup generators and electrical subpanels below the City's design flood elevation; and

**WHEREAS**, under these permit plans, the backup generators would be located several feet below the City's design flood level, and the electrical subpanels would be located in a basement; and

**WHEREAS**, the subsequent revisions to those plans still call for the electrical subpanels to located in a basement, and if they are installed in a basement, the backup generators may not operate during severe flood events, as the generators can only provide power to the Authority's buildings through the electrical subpanels; and

**WHEREAS**, the City encourages the Authority to install the backup generators and the electrical subpanels in the most resilient way possible to ensure that emergency power is available during severe flood events thereby protecting the public safety of Authority residents;

**WHEREAS**, the City has funds available that are designated for affordable housing that could be used to fund the engineering evaluation and raise the electrical panels.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN** that it declares its support for the following actions:

1. Funding an engineering study to evaluation and explore options with the Authority for elevating the location of the electrical subpanels.
2. Exploring the possibility of a pilot micro grid project that would use a combined heat and power system when the Authority is required to replace its boiler systems.

**Date of Meeting: May 7, 2014**

Approved as to Form:

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Melissa L. Longo, Esq.  
Corporation Counsel

CITY OF HOBOKEN, NEW JERSEY

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

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**BOND ORDINANCE AUTHORIZING THE RESURFACING OF VARIOUS STREETS AND IMPROVEMENTS TO VARIOUS INTERSECTIONS IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$2,000,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,900,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

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**BE IT ORDAINED** by the City Council of the City of Hoboken, County of Hudson, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

**Section 1.** The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the City of Hoboken, County of Hudson, New Jersey ("City").

**Section 2.** It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the City from all sources for the purposes stated in Section 7 hereof is \$2,000,000;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$1,900,000; and
- (c) a down payment in the amount of \$100,000 for the purposes stated in Section 7 hereof is currently available in the City's Capital Improvement Fund accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A. 40A:2-11*.

**Section 3.** The sum of \$1,900,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$100,000, which amount represents the required down payment, is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

**Section 4.** The issuance of negotiable bonds of the City in an amount not to exceed \$1,900,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

**Section 5.** In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the City in an amount not to exceed \$1,900,000 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**Section 6.** The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A.* 40A:2-20, shall not exceed the sum of \$400,000.

**Section 7.** The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Resurfacing of Various Streets and Roads and Improvements to Various Intersections in the City, all as more particularly described in the documentation on file in the Office of the Director of the City Transportation and Parking Department and available for inspection during normal City hours, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$2,000,000	\$100,000	\$1,900,000	10 years

**Section 8.** The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes, taking into consideration respective amounts of bonds or bond anticipation notes authorized for said several purposes, is not less than 10.00 years.

**Section 9.** Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

**Section 10.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A.* 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the City, as defined in Section 43 of the Local Bond Law, *N.J.S.A.* 40A:2-43, is increased by this Bond Ordinance by \$1,900,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

**Section 11.** The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the City shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 12.** The applicable Capital Budget of the City is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended applicable Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

**Section 13.** The City hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the City prior to the issuance of such bonds or bond anticipation notes.

**Section 14.** The City hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 15.** The improvements authorized hereby are not current expenses and are improvements that the City may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

**Section 16.** All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 17.** In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

**Notice of Pending Bond Ordinance and Summary**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on May \_\_, 2014. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey on \_\_\_\_\_, 2014 at \_\_\_\_\_ o'clock \_\_M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:           **BOND ORDINANCE AUTHORIZING THE RESURFACING OF VARIOUS STREETS AND IMPROVEMENTS TO VARIOUS INTERSECTIONS IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$2,000,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,900,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.   Resurfacing of Various Streets and Roads and Improvements to Various Intersections in the City, all as more particularly described in the documentation on file in the Office of the Director of the City Transportation and Parking Department and available for inspection during normal City hours, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$2,000,000	\$100,000	\$1,900,000	10 years

Appropriation:                   \$2,000,000  
 Bonds/Notes Authorized:       \$1,900,000  
 Grants (if any) Appropriated: N/A  
 Section 20 Costs:               \$400,000  
 Useful Life:                      10.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

## Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on \_\_\_\_\_, 2014 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the City Clerk's office in the Municipal Building, 94 Washington Street, Hoboken, New Jersey, for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:           **BOND ORDINANCE AUTHORIZING THE RESURFACING OF VARIOUS STREETS AND IMPROVEMENTS TO VARIOUS INTERSECTIONS IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$2,000,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,900,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Resurfacing of Various Streets and Roads and Improvements to Various Intersections in the City, all as more particularly described in the documentation on file in the Office of the Director of the City Transportation and Parking Department and available for inspection during normal City hours, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$2,000,000	\$100,000	\$1,900,000	10 years

Appropriation:                   \$2,000,000  
 Bonds/Notes Authorized:       \$1,900,000  
 Grants (if any) Appropriated: N/A  
 Section 20 Costs:               \$400,000  
 Useful Life:                       10.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

[Press here to Email the SDS if not using Microsoft outlook when completed.](#)

## Department of Community Affairs Supplemental Debt Statement

0905 **0905 City of Hoboken** Prepared as of: **6-May-2014**

Budget Year Ending: <b>12/31/2014</b> (Month-DD)	2014 (year)
Name: George De Stefano	Phone: 201-420-2028
Title: Chief Financial Officer	Fax: 201-420-2019
Address: 94 Washington Street	Email: gdestefano@hobokennj.gov
Hoboken NJ 07030	CFO Cert #: N0362

1 **George De Stefano, Being duly sworn, deposes and says: Deponent is the Chief Financial Officer of the 0905 City of Hoboken here and in the statement hereinafter mentioned called the local unit. The Supplemental Debt Statement annexed hereto and hereby made a part hereof is a true statement of the debt condition of the local unit as of the date therein stated and is computed as provided by the Local Bond Law of New Jersey.**

By checking this box, I am swearing that the above statement is true. (The Email function will not work until you acknowledge the above statement as true)

	Net Debt as per Annual Debt Statement	Decrease (Since December 31, last past)	Increase	Net Debt
<b>Bonds and Notes for School Purposes</b>	\$ -	\$ -	\$ -	\$ -
<b>Bonds and Notes for Self Liquidating Purposes</b>	\$ -	\$ -	\$ -	\$ -
<b>Other Bonds and Notes</b>	\$ 101,840,558.61	\$ 272,710.14	\$ -	\$ 101,567,848.47

2 Net Debt at the time of this statement is..... \$ 101,567,848.47

The amounts and purposes separately itemized of the obligations about to be authorized, and any deductions which may be made on account of each such item are: (see Note "C" below)

Bond Ordinance	Purposes	Amount	Deduction	Net
	Street Resurfacing & Intersection Improve	\$ 1,900,000.00	\$ -	\$ 1,900,000.00
			\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ 1,900,000.00	\$ -	\$ 1,900,000.00

4 The net debt of the local unit determined by the addition of the net debt amounts stated in items 2 and 3 above is: \$ 103,467,848.47

5 Equalized valuation basis (the average of the equalized valuations of real estate, including improvements and the assessed valuation of class II railroad property of the local unit for the last 3 preceding years) as stated in the Annual Debt Statement or the revision thereof last filed.

	<u>Year</u>		
(1)	2011	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ 9,703,632,086.00
(2)	2012	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ 9,597,139,703.00
(3)	2013	Equalized Valuation Real Property with Improvements plus assessed valuation of Class II RR Property	\$ 11,097,012,867.00

6 Equalized Valuation Basis - Average of (1), (2) and (3)..... \$ 10,132,594,885.33

7 Net Debt (Line 4 above) expressed as a percentage of such equalized valuation basis (Line 6 above) is: 1.021%

### NOTES

- A If authorization of bonds or notes is permitted by an exception to the debt limit, specify the particular paragraph of NJSA 40A:2-7 or other section of law providing such exception.
- B This form is also to be used in the bonding of separate (not Type I) school districts as required by NJSA 18A:24-16, and filed before the school district election. In such case pages 4, 5 and 6 should be completed to set forth the computation supporting any deduction in line 3 above.
- C Only the account of bonds or notes about to be authorized should be entered. The amount of the "down payment" provided in the bond ordinance should not be included nor shown as a deduction.



May 1, 2014

**Via Email**

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

**RE: CITY OF HOBOKEN, NEW JERSEY – \$2,000,000 BOND ORDINANCE FOR STREETS RESURFACING AND INTERSECTION IMPROVEMENTS**

Dear Mr. Wiest:

Pursuant to the specific request of the City of Hoboken ("City"), I have prepared and have attached hereto bond ordinance authorizing an appropriation in the amount of \$2,000,000 and the issuance of bonds or bond anticipation notes in an amount not to exceed \$1,900,000 for the purposes of providing for the costs of resurfacing of certain streets and improvements to certain intersections in and for the City.

Please review the attached bond ordinance at your earliest convenience. To the extent that you have any questions or comments, please contact me. If the bond ordinance meets with your approval, please have the same placed on the agenda for the City Council meeting scheduled for Wednesday, May 7, 2014.

By copy of this letter, I am forwarding the attached to the individuals listed below for their general review and comment.

Thank you for your time and consideration in this matter.

Very truly yours,

*/s/ Jeffrey D. Winitzky*

JEFFREY D. WINITSKY

Attachment

cc: Hon. Dawn Zimmer (w/attachment) (via email)  
Solomon Steplight (w/attachment) (via email)  
Steve Wielkottz (w/attachment) (via email)  
Christopher Baldwin (w/attachment) (via email)  
Alysia Proko, Esquire (w/ attachment) (via email)

**COUNSEL WHEN IT MATTERS.<sup>SM</sup>**