INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND THE ATTORNEY-CLIENT PRIVILEGE WITH JOSEPH MARAZITI, ESQ., AS WELL AS OTHER ATTORNEYS OF THE FIRM OF MARAZITI FALCON, LLP, TO DISCUSS PENDING LITIGATION BETWEEN THE CITY OF HOBOKEN, SHIPYARD ASSOCIATES, L.P. AND APPLIED MONROE LENDER, LLC REGARDING THE PROPOSED "MONARCH AT SHIPYARD" DEVELOPMENT AND THE PROPOSED REDEVELOPMENT OF 800-822 MONROE STREET

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

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, Joseph Maraziti, Esq., as well as other attorneys of the firm of Maraziti Falcon, LLP, which is subject to the attorney-client privilege and which is offered regarding the above-referenced pending litigation.

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 discussion had therein will be made available to the public.

MEETING: November 14, 2016

APPROVED AS TO FORM:

_____
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

October 28, 2016

MEMORANDUM

TO: Hoboken City Clerk James Farina
FROM: Mayor Dawn Zimmer
RE: Appointment to the Hoboken ABC Board

Mr. Farina,

I have made the following re-appointment to the Hoboken ABC Board:

Steven Bauman, Commissioner

Mr. Bauman will occupy a three year term effective July 1, 2016.

Please update your records and perform the oath of office accordingly.

Thank you,

Mayor Dawn Zimmer

RECEIVED
2016 NOV -4 AM 10: 29
CITY CLERK
HOBOKEN, NJ 07030

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

Proclamation

WHEREAS in 2016 an estimated 53,070 people in the United States will be diagnosed with pancreatic cancer, one of the deadliest forms of cancer, and 41,780 will die from the disease; and

WHEREAS pancreatic cancer surpassed breast cancer this year to become the third leading cause of cancer death in the United States and it is projected to become the second leading cause by 2020; and

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just 8 percent; and

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally in later stages and 71 percent of pancreatic cancer patients die within the first year of their diagnosis. Approximately 1,260 deaths will occur in New Jersey this year; and

WHEREAS pancreatic cancer is the 7th most common cause of cancer-related death in men and women worldwide, with an estimated 418,451 new cases expected to be diagnosed worldwide in 2020; and

WHEREAS the good health and well-being of the residents of Hoboken are enhanced as a direct result of increased awareness about pancreatic cancer, along with continued research into early detection, causes and effective treatments;

NOW THEREFORE BE IT PROCLAIMED that I, **Dawn Zimmer**, Mayor of the City of Hoboken, do hereby designate **November 17, 2016** as

"Pancreatic Cancer Awareness Day"

in the City of Hoboken and encourage all citizens to increase their awareness of pancreatic cancer and support research into early detection and effective treatments to help to change the future of this deadly disease.

James J. Farina, City Clerk
Dated: November 17, 2016

Dawn Zimmer, Mayor

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF THE CITY OF HOBOKEN'S SETTLEMENT AGREEMENT WITH THE APPLIED PARTIES

WHEREAS, the City of Hoboken ("the City") and Shipyard Associates, L.P. ("Shipyard") are involved in the following civil actions concerning the proposed development known as the "Monarch at Shipyard" at the property, designated as Block 264.2, Lot 1 on the Hoboken Tax Assessment Map, which civil actions are now pending in the Superior Court of New Jersey:

(i) Shipyard Associates, L.P. v. City of Hoboken, Docket No. HUD-L-1308-16;

(ii) Shipyard Associates, L.P. v. Hoboken Planning Board, Docket No. A-004504-14T3;

(iii) City of Hoboken v. Shipyard Associates, L.P., Docket No. A-004637-14T3;

(iv) Shipyard Associates, L.P. v. Hudson County Planning Board and Hudson County Board of Chosen Freeholders, Docket No. A-004763-14T3; and

(v) I/M/O Shipyard Associates LP Waterfront Development Permit, Water Quality Certificate No. 0905-07-0001.2 WFD 110001, Docket Nos. A-004873-13T4 and A-005004-13T4; and,

WHEREAS, the City and Applied Monroe Lender, LLC ("Applied") are involved in the following civil action concerning the proposed redevelopment of the property known as 800-822 Monroe Street and designated as Block 87, Lot 1.01 on the Hoboken Tax Assessment Map, which civil action is now pending in the Superior Court of New Jersey:

(i) Applied Monroe Lender, LLC v. City of Hoboken Planning Board and City of Hoboken, Docket No. A-003048-15T3; and,

WHEREAS, the City Administration, Shipyard, and Applied (Shipyard and Applied collectively referred to as the "Applied Parties") have negotiated a proposed settlement agreement (attached hereto) which would resolve the claims and counterclaims between the City and the Applied Parties in the above-mentioned civil actions, including claims and counterclaims which were brought or which could have been brought therein; and,

WHEREAS, the City has been advised that the proposed settlement of the above-mentioned civil actions is in the best interest of the City because it resolves legal issues which are of uncertain outcome if adjudicated, and provides substantial benefits to the City; and,

WHEREAS, the City Council of the City of Hoboken wishes to approve the attached settlement agreement and authorize its execution (capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement and Release attached hereto).

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

1. The Mayor is hereby authorized to execute a Settlement Agreement and Release between the Hoboken Parties and the Applied Parties, in the form attached hereto or in a form substantially similar thereto, for purposes of resolving the Litigation. The Mayor is authorized to agree to changes to the form of Settlement Agreement and Release which do not decrease the consideration to or materially increase the obligations of the Hoboken Parties.
2. The Mayor, 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 and to consummate the Settlement Agreement and Release in accordance with its terms and conditions.
3. This Resolution shall be effective immediately.

Meeting Date: November 14, 2016

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

APPROVED BY:

_____

STEPHEN D. MARKS,
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

_____

BRIAN ALOIA, ESQ.,
CORPORATION COUNSEL

EXHIBIT A

Proposed Redevelopment @ 800-822 Monroe

- No less and no more than 265 units (Unit mix, minimum size, and average sizes as outlined below)
    - 5% studios – 13 du
    - 50% 1 bedroom units – 132 du
    - 35% 2 bedroom units – 93 du
    - 10% 3 bedroom units – 27 du
    - Minimum Unit Size – 400 s.f.
    - Average Unit Size – 900 s.f.
    - Average 3-Bedrom Unit Size – 1400 s.f.
    - No less and no more than 27 units affordable (20% of which shall be low income units and 80% of which shall be moderate income units). A total of 6 low income units and 21 moderate income units shall be provided.

- Necessary amendments to Redevelopment Plan
    - Parking – Amend RDP to provide for ratio of 0.50 spaces/1 residential unit + retail per RDP requirements. RDP and Site Plan approval to allow an increase in the parking ratio to 1:1 via mechanical means or valet operations (*p. 20.1-20.2 of plan*)
    - Retail – Amend RDP so that none is mandatory, but same is encouraged by Hoboken and permitted at Developer's election above street level as necessary for dry flood-proofing. (*pp. 11, 24 of plan*)
    - Live-work – Amend RDP so that live-work use is eliminated.
    - Density and FAR – Amend RDP to permit proposed number or residential units. (*p. 20.1 of plan)*
    - Building Height – Amend RDP to allow up to 13 stories and 150 feet maximum height (150 feet being the top of roof slab, not the top of any mechanical equipment or stair/elevator bulkhead) to provide for possible higher floor to floor heights, where maximum heights will be focused at the southern portion of the site. (*p. 20 of plan*)
    - Lot Coverage – Amend RDP as necessary to permit project massing. (*p. 20.1 of plan*)
    - Building Setbacks – Amend RDP as necessary to permit project massing, allowing zero setbacks if required. (*p. 21 of plan*)
    - Façade Calculations – Amend RDP to allow a more modern aesthetic which is to be determined. (*p. 22 of plan*) Also, provide in RDP that relief may be sought from the requirement for 75% masonry and the other strict requirements for building articulation set forth in Section 196-27.3 of City Code.
    - Minimum Unit Size – Amend RDP to provide for unit mix, minimum unit size, and average unit sizes above. (*p. 26 of plan*)

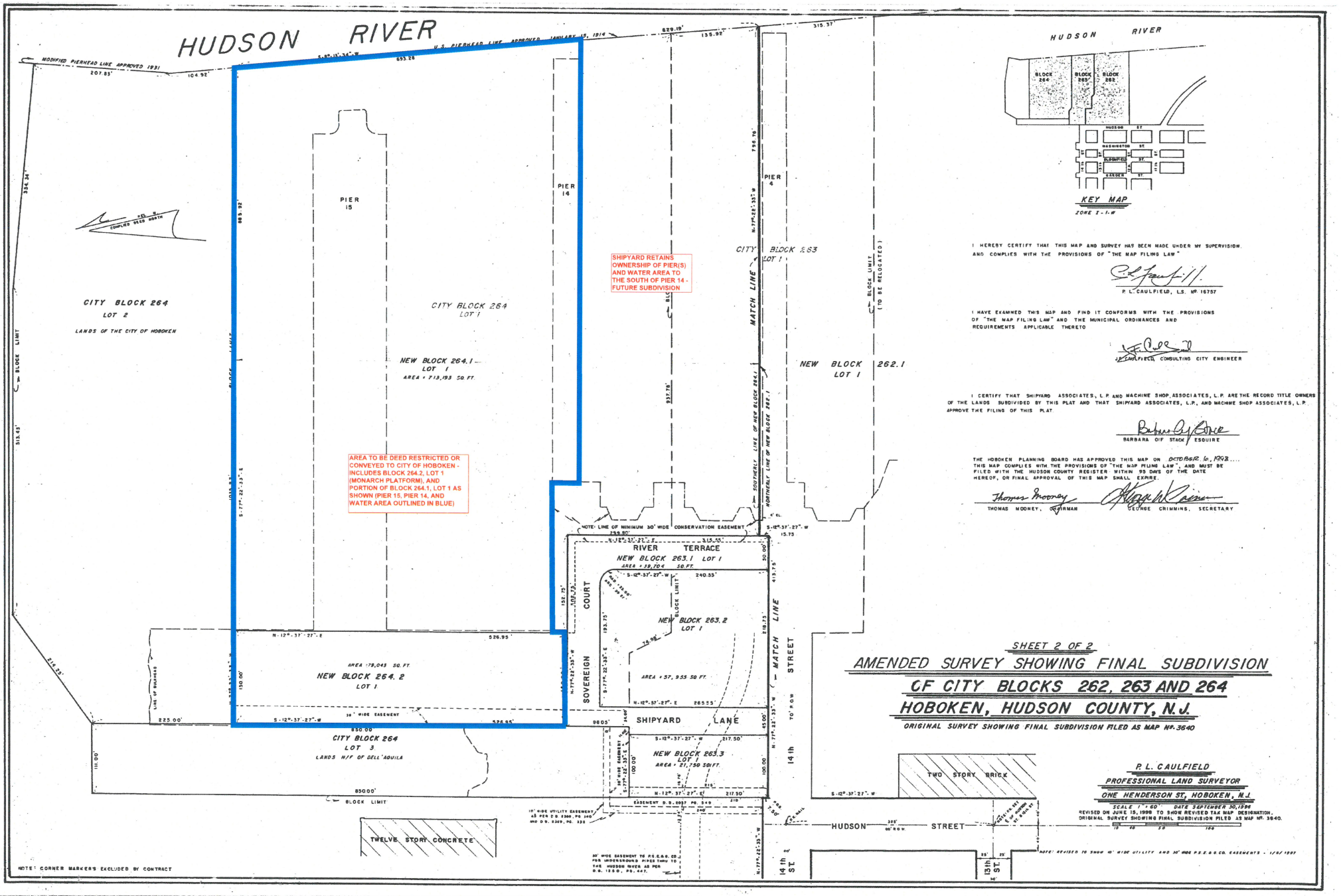
HUDSON RIVER
MODIFIED PIERHEAD LINE APPROVED 1931
U.S. PIERHEAD LINE APPROVED JANUARY 15, 1914
PIER 15
PIER 14
PIER 4
CITY BLOCK 264
LOT 2
LANDS OF THE CITY OF HOBOKEN
CITY BLOCK 264
LOT 1
NEW BLOCK 264.1
LOT 1
AREA = 713,193 SQ. FT.
SHIPYARD RETAINS OWNERSHIP OF PIER(S) AND WATER AREA TO THE SOUTH OF PIER 14 - FUTURE SUBDIVISION
AREA TO BE DEED RESTRICTED OR CONVEYED TO CITY OF HOBOKEN - INCLUDES BLOCK 264.2, LOT 1 (MONARCH PLATFORM), AND PORTION OF BLOCK 264.1, LOT 1 AS SHOWN (PIER 15, PIER 14, AND WATER AREA OUTLINED IN BLUE)
CITY BLOCK 263
LOT 1
MATCH LINE
NEW BLOCK 262.1
LOT 1
BLOCK LIMIT (TO BE RELOCATED)
NOTE: LINE OF MINIMUM 30' WIDE CONSERVATION EASEMENT
RIVER TERRACE
NEW BLOCK 263.1 LOT 1
AREA = 18,704 SQ. FT.
NEW BLOCK 263.2
LOT 1
AREA = 57,955 SQ. FT.
SOVEREIGN COURT
NEW BLOCK 264.2
LOT 1
AREA = 79,045 SQ. FT.
30' WIDE EASEMENT
CITY BLOCK 264
LOT 3
LANDS N/F OF DELL'AQUILA
SHIPYARD LANE
NEW BLOCK 263.3
LOT 1
AREA = 21,750 SQ.FT.
14th STREET
70' R.O.W.
TWO STORY BRICK
TWELVE STORY CONCRETE
HUDSON STREET
60' R.O.W.
14th ST
13th ST
BLOCK LIMIT
NOTE: CORNER MARKERS EXCLUDED BY CONTRACT
NOTE: REVISED TO SHOW 10' WIDE UTILITY AND 30' WIDE P.S.E.&G.CO. EASEMENTS - 1/8/1997
HUDSON RIVER
BLOCK 264
BLOCK 263
BLOCK 262
HUDSON ST
WASHINGTON ST
HOBOKEN ST
KEY MAP
ZONE I-1-W
I HEREBY CERTIFY THAT THIS MAP AND SURVEY HAS BEEN MADE UNDER MY SUPERVISION AND COMPLIES WITH THE PROVISIONS OF "THE MAP FILING LAW"
P. L. CAULFIELD, L.S. Nº 16757
I HAVE EXAMINED THIS MAP AND FIND IT CONFORMS WITH THE PROVISIONS OF "THE MAP FILING LAW" AND THE MUNICIPAL ORDINANCES AND REQUIREMENTS APPLICABLE THERETO
J.F. CAULFIELD, CONSULTING CITY ENGINEER
I CERTIFY THAT SHIPYARD ASSOCIATES, L.P. AND MACHINE SHOP ASSOCIATES, L.P. ARE THE RECORD TITLE OWNERS OF THE LANDS SUBDIVIDED BY THIS PLAT AND THAT SHIPYARD ASSOCIATES, L.P. AND MACHINE SHOP ASSOCIATES, L.P. APPROVE THE FILING OF THIS PLAT.
BARBARA OF STACK ESQUIRE
THE HOBOKEN PLANNING BOARD HAS APPROVED THIS MAP ON OCTOBER 16, 1992... THIS MAP COMPLIES WITH THE PROVISIONS OF "THE MAP FILING LAW", AND MUST BE FILED WITH THE HUDSON COUNTY REGISTER WITHIN 95 DAYS OF THE DATE HEREOF, OR FINAL APPROVAL OF THIS MAP SHALL EXPIRE.
THOMAS MOONEY, CHAIRMAN
GEORGE CRIMMINS, SECRETARY
SHEET 2 OF 2
AMENDED SURVEY SHOWING FINAL SUBDIVISION
OF CITY BLOCKS 262, 263 AND 264
HOBOKEN, HUDSON COUNTY, N.J.
ORIGINAL SURVEY SHOWING FINAL SUBDIVISION FILED AS MAP Nº 3640
P. L. CAULFIELD
PROFESSIONAL LAND SURVEYOR
ONE HENDERSON ST, HOBOKEN, N.J.
SCALE 1" = 60' DATE 3 SEPTEMBER 30, 1996
REVISED ON JUNE 15, 1998 TO SHOW REVISED TAX MAP DESIGNATION.
ORIGINAL SURVEY SHOWING FINAL SUBDIVISION FILED AS MAP Nº 3640.

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement ("Agreement") is dated as of the _____ day of _____, 2016, and is by and among **APPLIED MONROE LENDER, LLC**, a limited liability company with offices at 50 Washington Street, Hoboken, New Jersey 07030 ("Applied"), **SHIPYARD ASSOCIATES, L.P.**, a limited partnership with offices at 50 Washington Street, Hoboken, New Jersey 07030 ("Shipyard") (Applied and Shipyard collectively referred to herein as the "Applied Parties"), and the **CITY OF HOBOKEN**, a municipal corporation of the State of New Jersey, with offices at 94 Washington Street, Hoboken, New Jersey, 07030 ("Hoboken"), and the **HOBOKEN PLANNING BOARD**, an agency of the municipal government of the City of Hoboken (Hoboken and the Hoboken Planning Board collectively referred to herein as the "Hoboken Parties") (Applied, Shipyard, Hoboken and the Hoboken Planning Board collectively referred to herein as the "Parties").

RECITALS:

WHEREAS, the Parties are involved in the following civil actions which are now pending in the Superior Court of New Jersey:

(i) Shipyard Associates, L.P. v. City of Hoboken, Docket No. HUD-L-1308-16;

(ii) Shipyard Associates, L.P. v. Hoboken Planning Board, Docket No. A-004504-14T3;

(iii) City of Hoboken v. Shipyard Associates, L.P., Docket No. A-004637-14T3;

(iv) Shipyard Associates, L.P. v. Hudson County Planning Board and Hudson County Board of Chosen Freeholders, Docket No. A-004763-14T3;

(v) I/M/O Shipyard Associates LP Waterfront Development Permit, Water Quality Certificate No. 0905-07-0001.2 WFD 110001, Docket Nos. A-004873-13T4 and A-005004-13T4; and

(vi) Applied Monroe Lender, LLC v. City of Hoboken Planning Board and City of Hoboken, Docket No. A-003048-15T3

(these civil actions identified in (i) through (vi) above are collectively referred to herein as the "Litigation"); and

WHEREAS, the Parties have conferred and desire to fully and finally resolve the claims and counterclaims between and among them, including all claims and counterclaims which have been, or which could have been brought in the Litigation, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of their mutual promises and covenants set forth herein, and for additional valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the undersigned Parties represent, warrant, covenant and agree as follows:

1. **Recitals.** The above recitals clauses are incorporated herein by reference.

2. **No Admission**. By entering into this Agreement, none of the Parties intends to acknowledge, or shall be deemed to have acknowledged, any fault, liability or responsibility for any wrongful acts, injury or damages or the amount thereof. Rather, the Parties merely wish to compromise and settle all claims between and among them. It is expressly agreed and understood by the Parties that this Agreement shall not be construed as an admission of liability, or an admission as to any of the factual allegations made in the Litigation, by the Parties to this Agreement, or by anyone else, and each of the Parties expressly denies that it bears any liability or has engaged in any illegal or improper act or omission or wrongdoing of any type or nature.

3. **Mutual Representations, Warranties and Covenants of the Applied Parties.** The Applied Parties mutually represent, warrant and covenant that:

   a. They possess the legal capacity, power and authority to enter into this Agreement and to perform the transactions contemplated hereby.

   b. The execution, delivery and performance of this Agreement will not violate any agreement or contract to which they are a party, or to which they are subject, nor to the best of their knowledge any provision of law to which the Applied Parties are subject.

   c. They have knowingly and freely entered into this Agreement and have been advised by legal counsel of their choosing in so doing.

   d. All claims asserted by the Applied Parties in the Litigation are owned and held legally and beneficially by the Applied Parties and there is no person or entity other than the Applied Parties who has any interest in such claims.

   e. The Applied Parties' decision to sign this Agreement is their own free and voluntary act without compulsion of any kind.

   f. Other than the Litigation and the litigation captioned County of Hudson v. PMK Group, Inc., Birdsall Services Group, CME Associates Consulting and Municipal Engineers, Union Paving and Construction Co., Inc., Applied Development Co., Shipyard Associates, Inc., TAMS Consultants, Inc., et al and bearing Docket No. HUD-L-2728-12, the Applied Parties have no actual knowledge of any pending or

anticipated legal action or proceeding by any Federal, State or local governmental entity, or by any other person or entity, to:

A. Require any of the Applied Parties, or any other person or entity, to perform any maintenance, repair, alteration or removal of any improvement, material or structure, including without limitation, any pier, platform, bulkhead or pile, or any part thereof, which is located at, on or under the Shipyard Properties (as defined hereinafter); or

B. Require any of the Applied Parties, or any other person or entity, to reimburse, pay any fine or assessment, or otherwise contribute any monetary sums to any person or entity for any maintenance, repair, alteration or removal of any improvement, material or structure, including without limitation any pier, platform, bulkhead or pile or any part thereof, which is located at, on or under the Shipyard Properties.

C. In the event that any such pending or anticipated legal action or proceeding becomes known to the Applied Parties prior to the Closing (as defined herein), the Applied Parties shall immediately notify Hoboken, and Hoboken shall have the right to terminate this Agreement.

g. Except as expressly set forth in this Agreement, no promise, representation, agreement or inducement has been made to any of the Applied Parties by the Hoboken Parties in order to cause the Applied Parties to enter into and perform this Agreement.

h. Each of the Applied Parties has adequate information to determine whether or not to enter into and perform this Agreement.

4. Representations, Warranties and Covenants of Hoboken Parties. The Hoboken parties represent, warrant and covenant that:

a. They possess the legal capacity, power and authority to enter into this Agreement and to perform the transactions contemplated hereby.

b. The execution, delivery and performance of this Agreement will not violate any Agreement to which they are a party, or to which they are subject, nor to the best of their knowledge any provision of law to which the Hoboken Parties are subject.

c. They have knowingly and freely entered into this Agreement and have been advised by legal counsel of their choosing in so doing.

d. All claims asserted by the Hoboken Parties in the Litigation are owned and held legally and beneficially by the Hoboken Parties and there is no person or entity other than the Hoboken Parties who has any interest in such claims.

e. The Hoboken Parties' decision to sign this Agreement is their own free and voluntary act without compulsion of any kind.

f. Except as expressly set forth in this Agreement, no promise, representation, agreement or inducement has been made to any of the Hoboken Parties by the Applied Parties in order to cause the Hoboken Parties to enter into and perform this Agreement.

g. Each of the Hoboken Parties has adequate information to determine whether or not to enter into and perform this Agreement.

5. Effective Date. The Effective Date of this Agreement shall be the second business day after the date on which the last to occur of the following actions or events has occurred (it being understood by the Parties that if one or more of the following events have not occurred by the Outside Date (as defined below), then this Agreement shall be subject to termination pursuant to Section (o) below:

a. This Agreement has been duly executed by all of the Parties;

b. The governing body of the City of Hoboken and the Hoboken Planning Board each have duly adopted resolutions (collectively, the "Resolutions"), authorizing each body to execute, deliver and perform this Agreement and this Agreement is fully executed on or before December 10, 2016;

c. Within one hundred fifty (150) days after the full execution of this Agreement, the governing body of the City of Hoboken has duly enacted an ordinance (the "Ordinance") amending the Northwest Redevelopment Plan so as to provide for a redevelopment project as set forth in the description attached hereto as **Exhibit A** to be constructed on the property known as 800-822 Monroe Street in the City of Hoboken and designated as Block 87, Lot 1.01 on the Hoboken Tax Assessment Map ("800-822 Monroe Street"). If the Ordinance has not been enacted within one hundred fifty (150) days after the full execution of this Agreement, the Applied Parties may terminate this Agreement;

d. Within ninety (90) days after the full execution of this Agreement, the governing body of the City of Hoboken has duly designated Applied as the redeveloper of 800-822 Monroe Street under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"). If the governing body of the City of Hoboken has not

designated Applied as the redeveloper of 800-822 Monroe Street within ninety (90) days after the full execution of this Agreement, the Applied Parties may terminate this Agreement;

e. Within ninety (90) days after the full execution of this Agreement: (i) Hoboken and Applied have negotiated; (ii) the City Council has, by resolution, duly approved; and (iii) Hoboken and Applied have duly executed, a redevelopment agreement pursuant to the LRHL which provides for redevelopment of 800-822 Monroe Street as described in **Exhibit A** hereof and which is contingent upon enactment of the Ordinance (the "Redevelopment Agreement"). If Hoboken and Applied have not executed the Redevelopment Agreement within ninety (90) days after full execution of this Agreement, the Applied Parties may terminate this Agreement.

f. The time periods to appeal from or otherwise challenge the enactments of the Resolutions and the Ordinance, respectively, have each expired without any appeal or other challenge of the Resolutions or the Ordinance having occurred;

g. The time period to appeal from or otherwise challenge the City of Hoboken's Resolution authorizing the execution of the Redevelopment Agreement has expired without any appeal or other challenge thereof having occurred;

h. The Hoboken Planning Board has duly issued final site plan approval for the proposed redevelopment of 800-822 Monroe Street as described in **Exhibit A** hereof, and the time to appeal from or otherwise challenge such final site plan approval has expired without any such appeal or other challenge having occurred. Applied shall file a complete application for such site plan approval as soon reasonably practicable, and shall fully cooperate with all reasonable requests of the Hoboken Planning Board and its staff and consultants for information related to said application. After Applied has submitted a complete application for site plan approval for the proposed redevelopment of 800-822 Monroe Street as described in **Exhibit A** hereof, the Hoboken Planning Board shall exercise its best efforts to hold at least one special meeting per month, as necessary and as requested by Applied, until the Planning Board has issued a final decision on Applied's application for site plan approval;

i. Applied has duly obtained all final approvals, authorizations or permits required under Hoboken's flood hazard prevention ordinances, as applicable, for the proposed redevelopment of 800-822 Monroe Street as described in **Exhibit A** hereof, and the time to appeal from or otherwise challenge such final approvals, authorizations or permits has expired without any such appeal or other challenge having occurred;

j. Shipyard has:

(1) Delivered to Hoboken for recording a deed restriction, in a form acceptable to both Shipyard and Hoboken, that limits, in perpetuity, the use of the properties designated on the Tax Assessment Map of the City of Hoboken as Block 264.2, Lot 1 and that portion of Block 264.1, Lot 1 shown on the drawing attached hereto as Exhibit B (collectively, the "Shipyard Properties") to only:

(i) environmental assessment and remediation;

(ii) public open space;

(iii) public outdoor passive and/or active recreational use, except ball fields;

(iv) public docking facilities for recreational watercraft only;

(v) removal of any pier or platform on the Shipyard Properties for public safety reasons; and/or

(vi) any repair, rehabilitation, alteration, modification, improvement, reconstruction or replacement of any existing pier or platform, and any adjacent upland area that is part of the Shipyard Properties which may be necessary and appropriate for any of the uses set forth in paragraph 5.j.(1)(i) through (v) of this Agreement (the uses set forth in paragraph 5.j.(1)(i) through (vi) of this Agreement collectively referred to as the "Permitted Uses");

(2) Conveyed to the City of Hoboken fee simple title to the Shipyard Properties together with a deed restriction(s), in a form acceptable to both Shipyard and Hoboken, limiting, in perpetuity, the use of the Shipyard Properties to only the Permitted Uses. Said title shall be free and clear of any liens that secure monetary obligations, and free and clear of any tenancies or rights of occupancy held by other persons, except that said title shall be subject to any existing rights of utility easements. It shall be solely the responsibility of the City to record the deed for the Shipyard Properties; or

(3) Conveyed to the City of Hoboken easements, in a form acceptable to both Shipyard and Hoboken, in perpetuity over the Shipyard Properties, in favor of Hoboken, for the limited purpose of Hoboken conducting the Permitted Uses on the Shipyard Properties, at Hoboken's sole cost and expense except as set forth in paragraph 14 hereof; and

k. Shipyard has assigned, without recourse, to the City of Hoboken any and all governmental approvals or permits which are in effect on the date of this Agreement and which purport to authorize any rehabilitation, repair, removal, replacement, installation, construction, development, improvement or other such work at or on the Shipyard Properties. Upon said assignment, Shipyard shall not retain any rights or interests under said governmental approvals or permits.

l. Hoboken shall have the sole discretion as to which of the actions set forth under paragraph 5.j.(1) through (3) hereof shall be taken by Shipyard, including but not limited to the sole discretion to determine whether Shipyard shall deliver a deed restriction, convey fee simple title or convey an easement with respect to any existing pier or platform on the Shipyard Properties. Hoboken shall notify Shipyard within one hundred twenty (120) days after the full execution of this Agreement as to which of said actions shall be taken by Shipyard. If Hoboken provides notice that Shipyard shall take the action set forth at paragraph 5.j.(3) hereof, then Hoboken shall have the additional option, by written notice given to Shipyard at any time over the period beginning on the Effective Date and ending ninety-nine (99) years thereafter, to acquire fee simple title to the Shipyard Properties in accordance with paragraph 5.j.(2) hereof, for a total sum of one dollar ($1.00).

m. The Hoboken Parties covenant and agree that, except as set forth in paragraph 14 of this Agreement, the Applied Parties shall not be responsible for any costs or expenses associated with the development, construction or operation of any open space or recreational areas or facilities on the Shipyard Properties in connection with this Agreement, including but not limited to, parks, paths, public open space areas or facilities or any public docking facilities for recreational watercraft.

n. Once the deeds, deed restrictions or easements set forth under paragraph 5.j.(1) through (3) hereof are recorded, Hoboken shall immediately become responsible for payment of all real property taxes owed for the Shipyard Properties after the Shipyard Properties are conveyed to Hoboken in fee title or by easement, or deed restricted to the Permitted Uses pursuant to this Agreement. Once the deeds, deed restrictions or easements set forth under paragraph 5.j.(1) through (3) hereof are conveyed to Hoboken, the Applied Parties shall abandon any and all rights to the Shipyard Properties that they hold under the Developer's Agreement (as defined herein).

o. If the Effective Date of this Agreement has not occurred by November 1, 2017 (the "Outside Date"), then either the Applied Parties or Hoboken may terminate this Agreement on written notice to the other Parties, no settlement of the Litigation shall be deemed to have occurred, and the Parties shall hold all of the rights, and be subject to all of the liabilities and obligations, that they held or were subject to as of

the date immediately preceding the date on the first page of this Agreement. The Applied Parties or the Hoboken Parties may be entitled to one ninety (90) day extension of the Outside Date.

6. **Engineering and Environmental Due Diligence.** If Hoboken provides Shipyard with written notice, pursuant to paragraph 5.l. of this Agreement, that Shipyard shall convey fee simple title to the Shipyard Properties to Hoboken in accordance with paragraph 5.j.(2) hereof (the "Notice"), then unless waived in writing by Hoboken, Hoboken shall have a one hundred twenty (120) day period (the "Due Diligence Period") commencing on the date of the Notice within which to conduct any due diligence investigations regarding or related to the Shipyard Properties that Hoboken deems necessary, including, a title examination and an engineering and environmental assessment or investigation, all at Hoboken's sole cost and expense ("Due Diligence"). At any time up to ten (10) business days following the expiration of the Due Diligence Period, Hoboken may, by written notice to Shipyard, rescind the Notice for any reason whatsoever in accordance with the notice provisions herein. Within thirty (30) days after such written notice, Hoboken shall provide Shipyard with a revised notice as to which of the actions set forth in paragraph 5.j.(1) through (3) shall be taken by Shipyard. In furtherance of the above and in order to effectuate the Due Diligence Period without the necessity for any additional agreement(s) or documents, Shipyard hereby grants to Hoboken a license, allowing Hoboken access to the Shipyard Properties during the Due Diligence Period for the sole purpose of conducting Due Diligence, subject to the following terms and conditions:

   a. Insurance: Hoboken shall, at its sole cost and expense, obtain and maintain during the Due Diligence Period insurance liability coverage of ten million dollars ($10,000,000.00) per occurrence and in aggregate, and Hoboken shall provide Shipyard with a valid Certificate of Insurance, listing Shipyard as additional insured, as proof of same prior to entering the Shipyard Properties.

   b. Restoration of the Shipyard Properties: Hoboken shall, at its sole cost and expense, remove and properly dispose of all materials resulting from its Due Diligence on the Shipyard Properties during the Due Diligence Period and, if directed to do so by Shipyard, Hoboken shall, at its sole cost and expense, restore or repair any portion of the Shipyard Properties that was damaged or impacted as a result of Hoboken's Due Diligence activities.

   c. Indemnification, Defense and Hold Harmless: Hoboken agrees to indemnify, defend and hold harmless Shipyard and Shipyard's officers, agents, employees, contractors, and consultants and Hoboken shall pay and be responsible for any and all liability, loss, cost, damage, claim or judgment of any kind directly related to or arising out of Hoboken's Due Diligence, including, but not limited to, entry upon the Shipyard Properties by Hoboken's officers, agents, employees, contractors and consultants.

This Indemnification, Defense and Hold Harmless provision shall survive the termination of this Agreement. For purposes of this survival provision, the failure of the Effective Date of the Agreement to occur because of non-satisfaction of one or more of the conditions in Section 5(a) through 5(l) shall be treated as a termination of this Agreement.

d. Title Report: As soon as possible following the Notice, Hoboken shall order a title report and provide a true and correct copy of same to Shipyard prior to the closing of the fee simple title to the Shipyard Properties.

7. Enactment of Contrary Development Regulations Pending Effective Date.

a. It is expressly acknowledged and agreed by the Hoboken Parties that adoption of any ordinance or amendment to the Northwest Redevelopment Plan to require Applied to provide more than 27 affordable housing units at, or in connection with, the proposed redevelopment of 800-822 Monroe Street would be inconsistent with and would frustrate the purpose of this Agreement. In the event of the adoption by Hoboken of such an ordinance or amendment prior to the Effective Date of this Agreement, the Applied Parties shall have the right to terminate this Agreement.

b. It is expressly acknowledged and agreed by the Hoboken Parties that adoption of any ordinance or amendment to the Northwest Redevelopment Plan to require Applied to pay more than Applied's fair, pro-rata share of the cost of providing only those reasonable and necessary street improvements and water, sewerage and drainage facilities, and easements therefor, which are located off-tract but necessitated or required by construction or improvements within the proposed redevelopment at 800-822 Monroe Street, would be inconsistent with and would frustrate the purpose of this Agreement. In the event of the adoption by Hoboken of such an ordinance or amendment prior to the Effective Date of this Agreement, the Applied Parties shall have the right to terminate this Agreement.

8. Cooperation with Approvals. After the execution of this Agreement and while this Agreement remains in effect, the Hoboken Parties shall fully cooperate with the Applied Parties with respect to any application submitted by the Applied Parties for governmental approvals or permits for the proposed redevelopment of 800-822 Monroe Street as described in **Exhibit A** hereof.

9. Engineering and Environmental Reports Relating to Shipyard Properties. Within thirty (30) days after full execution of this Agreement, Shipyard shall provide Hoboken with a copy of any and all engineering or environmental reports or studies, within Shipyard's possession or control, concerning geophysical, environmental and structural conditions at or on the

Shipyard Properties, including, but not limited to, the structural condition of any pier or platform on the Shipyard Properties.

10. **Disposition of the Litigation Pending the Effective Date.** As soon after full execution of this Agreement as reasonably practicable, the Parties shall jointly apply to, move, or otherwise contact the Superior Court as necessary and appropriate to stay the Litigation pending the Effective Date of this Agreement. This Agreement shall be expressly contingent upon the Superior Court granting a stay of the Litigation within ninety (90) days of execution of the Agreement and the Superior Court maintaining such stay through the Outside Date or the extended Outside Date. This Agreement shall also be expressly contingent upon the Superior Court granting a stay of the matter captioned I/M/O Shipyard Associates LP Waterfront Development Permit, Water Quality Certificate No. 0905-07-0001.2 WFD 110001, Docket Nos. A-004873-13T4 and A-005004-13T4 on or before December 1, 2016.

11. **Closing.** Within thirty (30) business days after the Effective Date, a Closing will occur under this Agreement ("Closing"). At the Closing, each of the Parties will execute and deliver stipulations dismissing each civil action comprising the Litigation with prejudice and without costs as against any Party. The Parties shall duly file said executed stipulations of dismissal with the Superior Court of New Jersey within three (3) business days after the Closing.

12. **Mutual General Release and Waiver; Covenants Not to Sue; Judgment Reduction**.

    a. **"Released/Waived Claims"** means all claims, rights, damages, causes of action, notes, debts, accounts payable, monies due, rights of reimbursement or contribution, demands, judgments, suits, matters and issues, whether individual, class, derivative, representative, legal, equitable, or any other type, or in any other capacity, of the Releasor related to the Litigation, whether known or unknown, including but not limited to:

        A. Any claims for breach of the Developer's Agreement, dated on or about December 7, 1997, by and between Hoboken, the Hoboken Planning Board and Shipyard regarding the Shipyard Planned Unit Development in the City of Hoboken ("Developer's Agreement");

        B. Any claims for declaratory judgment regarding the effect of the Developer's Agreement;

        C. Any claims of promissory estoppel arising from any effort by Shipyard to develop the project known as the "Monarch at Shipyard" on the property designated as Block 264.2, Lot 1 on the Hoboken Tax Assessment Map;

D. Any claims for breach of any covenant or duty of good faith or fair dealing arising from the Developer's Agreement;

E. Any claims arising from any act or omission by the Hoboken Planning Board with respect to Shipyard's application, filed with the Hoboken Planning Board on or about August 25, 2011, in its initial form or as amended, for approval to develop the project known as the "Monarch at Shipyard" on the property designated as Block 264.2, Lot 1 on the Hoboken Tax Assessment Map;

F. Any claims arising from any act or omission by the Hudson County Planning Board or by the Hudson County Board of Chosen Freeholders with respect to Shipyard's application, filed with the Hudson County Planning Board on or about August 25, 2011, in its initial form or as amended, for approval to develop the project known as the "Monarch at Shipyard" on the property designated as Block 264.2, Lot 1 on the Hoboken Tax Assessment Map;

G. Any claims challenging the New Jersey Department of Environmental Protection's ("NJDEP") decision to issue Waterfront Development Permit and Water Quality Certificate No. 0905-07-0001.2 WFD 110001, dated December 2, 2011 (the "Permit");

H. Any claims challenging the NJDEP's order, dated May 13, 2014, denying requests for an adjudicatory hearing on the Permit;

I. Any claims arising from the adoption by the Hoboken City Council, on or about December 18, 2013, of Ordinance No. Z-263, entitled "an Ordinance Amending Chapter §104 (Flood Damage Prevention) to Reflect Updates Recommended by the New Jersey Department of Environmental Protection's Latest Revised Model Ordinance," or Ordinance No. Z-264, entitled "an Ordinance Amending Chapter §196 (Zoning) Addressing Community Health, Safety and General Welfare Through Flood Hazard Mitigation Measures and Development Limitations";

J. Any claims arising from any act or omission by the Hoboken Planning Board with respect to the application submitted by Applied on or about October 3, 2014, to the Hoboken Planning Board, for approval to develop 800-822 Monroe Street;

K. Any claims for injunctive, declaratory or other equitable relief of any kind;

L. Any claims for damages or losses of any kind;

M. Any claims for interest, costs or attorneys' fees;

N. Any claims for reimbursement of expenses of any kind;

O. Any claims under the United States Constitution, New Jersey Constitution or any statute, law, ordinance or regulation;

P. Any other constitutional, statutory, regulatory, common law or other claims of any kind, which are or which could have been asserted in the Litigation.

b. The Released/Waived Claims shall not include any Party's covenants, obligations, representations, commitments and duties under this Agreement.

c. "**Releasor**" means any entity granting a release or waiver to any other entity under this Agreement. **"Releasee"** means any entity receiving a release or waiver hereunder. The terms **"Hoboken Releasor"** and "**Hoboken Releasee**" shall include each of the Hoboken Parties and any elected or appointed official, employee or representative, of the Hoboken Parties. The terms **"Applied Releasor"** and **"Applied Releasee"** shall include each of the Applied Parties and their past and present members, employees, shareholders, officers, directors, affiliates and assigns.

d. **Assignment.** Shipyard may assign its ownership in the Shipyard Properties and its obligations and rights under this Agreement to a LLC formed by Shipyard prior to the actions set forth under paragraphs 5.j.(1), (2) or (3) hereof.

e. On the completion of the Closing, and without the need for any further act by any Party, and without a separate release being executed:

A. The Hoboken Releasors shall have, and shall be deemed to have fully, finally and forever released, waived, relinquished and discharged each and all of the Applied Releasees from all Released/Waived Claims that they individually or collectively, whether directly, representatively, derivatively or in any other capacity, ever had, now have, or hereafter can, shall or may have against any Applied Releasee related to the Litigation; and

B. The Applied Releasors shall have, and shall be deemed to have fully, finally and forever released, waived, relinquished and discharged each and all of the Hoboken Releasees from all Released/Waived Claims that they individually or collectively, whether directly, representatively, derivatively or in any other capacity, ever had, now have, or hereinafter can, shall or may have against any Hoboken Releasee related to the Litigation.

f. Each Releasor hereby covenants and agrees not to bring, commence, continue or institute any action, proceeding or claim in any court, arbitration panel, agency or other tribunal against any Releasee seeking to adjudicate or recover on any of the Released/Waived Claims.

g. For the avoidance of doubt, this Section 12 is intended to effect a mutual general release and waiver.

13. **Applied Parties Indemnification of Hoboken Relating to Shipyard Properties**. The Applied Parties agree to indemnify, defend and hold harmless Hoboken and Hoboken's officers, agents, employees, contractors, and consultants and the Applied Parties shall pay and be responsible for any and all liability, loss, cost, damage, claim or judgment of any kind related to the Shipyard Properties that occurred prior to the date of Closing. This indemnification, defense and hold harmless provision shall survive the termination of this Agreement. For purposes of this survival provision, the failure of the Effective Date of the Agreement to occur because of non-satisfaction of one or more of the conditions in Section 5.a. through 5.l. shall be treated as a termination of this Agreement.

14. **Shipyard Contribution for Permitted Uses**. Upon Shipyard's delivery to Hoboken of the deed restriction or conveyance to Hoboken of fee simple title or easements for the Shipyard Properties, as set forth in paragraphs 5.j.(1), (2) or (3) hereof, as applicable, Shipyard shall pay to Hoboken a total sum of five hundred thousand dollars ($500,000.00). Said payment shall be deposited in a municipal fund for the limited purposes of: (i) removing materials and debris from the surface of the Shipyard Properties; (ii) any improvements at the Shipyard Properties which may be necessary and appropriate for protecting public safety at the Shipyard Properties; and/or (iii) defraying the hard and soft costs of planning, designing and improving a public walkway and community park on the Shipyard Properties, including but not limited to, such costs associated with public outreach and community engagement.

15. **No Development of Shipyard Properties by Applied Parties Pending Settlement.** Upon the execution of this Agreement and while this Agreement remains in effect, the Applied Parties shall not undertake any construction or development on the Shipyard Properties.

16. **Breach, Remedies**. In the event any Party breaches this Agreement, and unless such failure or breach is cured within five (5) days after issuance of notice of default, then the non-breaching Party may, at its election, terminate this Agreement on written notice to the breaching Party and/or pursue all available legal and equitable remedies, including specific performance and recovery of any damages. A default by an Applied Entity shall not entitle any other Applied Entity to declare a default under this Agreement, and a default by a Hoboken Party shall not entitle any other Hoboken Party to declare a default under this

Agreement. The Hoboken Planning Board shall not terminate this Agreement without the prior written consent of the governing body of Hoboken.

17. Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be given by (i) personal delivery; or (ii) a widely recognized national overnight courier service for next business day priority delivery that provides written confirmation of delivery (e.g., FedEx):

a. If to the Applied Parties:
Michael Barry
David Barry
c/o Ironstate Development
50 Washington Street
Hoboken, New Jersey 07030

With a concurrent copy to:
Kevin J. Coakley, Esq.
Connell Foley, LLP
85 Livingston Ave.
Roseland, New Jersey 07068

b. If to the Hoboken Parties:

Attn: Brian Aloia, Esq., Corporation Counsel
City of Hoboken
94 Washington St.
Hoboken, New Jersey 07030

Attn: City Clerk
City of Hoboken
94 Washington St.
Hoboken, New Jersey 07030

With a concurrent copy to:
Joseph J. Maraziti, Jr., Esq.
Maraziti Falcon, LLP
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078

and

Attn: Secretary, Hoboken Planning Board
City of Hoboken
94 Washington St.
Hoboken, New Jersey 07030

With a concurrent copy to:
Dennis Galvin, Esq.
The Galvin Law Firm
730 Brewers Bridge Road
Jackson, New Jersey 08527

18. **No Waiver Unless In Writing.** The waiver of any term or condition of this Agreement by any party shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition of this Agreement.

19. **Titles Irrelevant.** The titles given to the enumerated paragraphs of this Agreement are for convenience only, and are not intended to be used in construing or interpreting the terms of the provisions of this Agreement.

20. **Parties Bound.** This Agreement expressly binds and inures to the benefit of all Parties hereto as well as to all of their heirs, successors and assigns.

21. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the Parties or their representatives, oral or written, respecting such subject matter. No amendment, modification, or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the parties hereto.

22. **Review by Counsel.** This Agreement shall be construed and enforced without regard to any presumption or other rule requiring construction against the party drafting or causing this Agreement to be drafted since counsel for all Parties have reviewed and approved this Agreement.

23. **Execution in Counterparts.** This Agreement may be executed in counterparts, or by facsimile, all of which shall constitute a single, entire agreement.

24. **Governing Law.** This Agreement shall be construed in accordance with the law of the State of New Jersey, without regard to conflict of law principles.

25. Further Assurances. Subject to the specific terms of this Agreement, each party shall make, execute, acknowledge and deliver such other instruments and documents and take such other actions as may be necessary, reasonable and appropriate to effectuate the purposes of this Agreement and to consummate the transactions contemplated hereby.

APPLIED MONROE LENDER, LLC

Date: By: _____

WITNESS: _____

SHIPYARD ASSOCIATES, L.P.

Date: By: _____

WITNESS: _____

CITY OF HOBOKEN

Date: By: _____
Dawn Zimmer, Mayor

ATTEST: _____

HOBOKEN PLANNING BOARD

Date: By: _____
Gary Holtzman, Chairman

WITNESS: _____
Patricia Carcone, Secretary

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

To: The Honorable Mayor and
Council Members of the
City of Hoboken, N.J.

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month of OCTOBER , 2016

Receipts on Taxes		
2017 Taxes 1-2 Quarters...	68,355.60	
2017 Taxes 3-4 Quarters...	261.89	
2017 Added Assessment...	1,143.87	
Total 2017 Taxes Receipts...		69,761.36
Receipts on Taxes		
2016 Taxes 3 - 4 Quarters....	14,269,019.95	
Minus Bad Check...	14.57	
2016 Taxes 1-2 Quarters...	52,184.95	
2016 Addedd AssessmentsTaxes	1,435,964.82	
Total 2016 Taxes Receipts....		15,757,155.15
Miscellaneous Tax Receipts		
Interest on Taxes...	9,779.30	
Duplicate Bill Fee...	95.00	
Bounced Check Fee...	40.00	
Total Miscellaneous Tax Receipts		9,914.30
Pilot Accts		
Pilot Principal.....	1,855,453.95	
Total Collected on Pilot Accts.....		1,855,453.95
Total Taxes & Miscellaneous Tax Receipts....		**17,692,284.76**

******Abatements not included in Edmunds Cash Receipts Report*******

Abatements			
Abatement Principal.....	416,459.46		
Abatement Totals.....		*******	**416,459.46**

Bounced Checks	Amount
192/29	14.57
Total	14.57

Respectfully yours,

Sharon Curran

Sharon Curran, Tax Collector

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	DAILY DEPOSITS FOR THE MONTH OF OCTOBER , 2016												
2					17,692,299.33			17,692,284.76					
3	Date	Total	Interest	2016 1&2 Qtr. Taxes	2016 3&4 Qtr. Taxes	2017 1&2 Qtr. Taxes	2017 3rd Qtr. Taxes	Added Assessmnt2016	Dup. Bill	Added Assessment 2017	Bounced Checks	Pilot	Abatement Prin.
4	10/3/2016	17,707.46	112.87	1,613.02	15,981.57								
5	10/3/2016	57,616.23	220.56	34.27	56,739.03	622.37							7,655.78
6	10/3/2016	30,161.08	634.08	6,877.28	22,649.72								
7	10/4/2016	59,788.33	498.90	2,460.32	56,828.50	0.61							
8	10/4/2016	17,013.36			17,013.36								
9	10/5/2016	59,495.62	22.45	0.06	59,468.11				5.00				5,120.39
10	10/5/2016	5,743.48			5,743.48						-		
11	10/6/2016	86,084.19	261.99	1,363.15	78,201.00	6,238.05	-				20.00		2,091.19
12	10/6/2016	31,188.72	51.42		31,137.30								
13	10/7/2016	232,393.33	295.25	1,979.54	224,905.85	5,212.69							9,897.93
14	10/7/2016	4,303.68	1.93		4,301.75								
15	10/10/2016	158,830.21	162.74		158,667.47								
16	10/11/2016	288,037.26	686.73	4,603.19	255,921.71	70.98						26,754.65	6,620.73
17	10/11/2016	12,243.00	217.98	2,241.76	9,783.26								
18	10/12/2016	124,684.32	149.93		88,085.52	1,045.37			5.00			35,398.50	24,660.34
19	10/12/2016	24,702.34	279.46		24,422.88							-	
20	10/13/2016	144,782.04	93.93		121,637.53							23,050.58	6,014.68
21	10/13/2016	14,545.75	2.25		11,679.57	2,863.93							
22	10/14/2016	119,479.06	248.52	80.58	114,697.02	2,804.23		1,648.71					7,083.20
23	10/14/2016	41,064.49	147.24	1,779.56	39,137.69								
24	10/17/2016	30,511.67	11.01	72.01	30,196.00	232.65							
25	10/17/2016	561,003.44	111.07	3.49	321,997.33	5,673.10		31,403.10	5.00			201,810.35	13,746.12
26	10/17/2016	48,026.35	35.18		47,758.52	232.65							
27	10/18/2016	142,553.44	749.25	6,322.58	135,481.61								
28	10/18/2016	25,850.82			25,850.82								
29	10/19/2016	190,844.55	762.60	4,765.86	182,121.80	3,194.29							4,449.20
30	10/19/2016	72,056.36	679.61	5,958.06	64,722.29	696.40							
31	10/19/2016	2,001.43			2,001.43								
32	10/20/2016	998,273.70	464.23		973,667.68	23.37		24,118.42					3,300.21
33	10/20/2016	34,650.70	15.86		34,634.84								
34	10/21/2016	56,654.97			51,026.34	5,628.63							-
35	10/21/2016	963,595.81	436.51	3,421.40	245,557.68	5,933.26		226,193.96				482,053.00	9,452.09
36	10/24/2016	28,573.08	136.77		28,436.31								
37	10/24/2016	458,890.49	527.41	3,988.01	453,842.05	0.51		469.34	5.00	58.17			35,613.42
38	10/24/2016	283,832.80	47.70		272,049.21			11,735.89					
39	10/24/2016	57,550.49	54.47		57,496.02								
40	10/25/2016	1,327,926.30	363.66	-	1,312,406.33	5,523.78	261.89	9,370.64					14,986.11
41	10/25/2016	62,651.42	1.70		62,417.07	232.65							197,766.88
42	10/26/2016	636,434.48	0.76		426,014.53	2,199.86		913.80	30.00		20.00	207,255.53	9,231.16
43	10/26/2016	71,458.07			71,458.07								
44	10/27/2016	1,009,875.05	461.44		999,208.79	5,309.30		4,885.52	10.00				15,401.69
45	10/27/2016	54,118.24	7.80	130.99	53,708.02	271.43							
46	10/27/2016	1,095.81			1,095.81								
47	10/28/2016	624,617.41			52,412.41							572,205.00	7,859.61
48	10/28/2016	4,213,488.89	12.07		4,213,476.82							-	-
49	10/28/2016	563,915.58	70.44		540,171.57	4,180.53		19,483.04	10.00				
50	10/28/2016	81,237.58	50.62		81,186.96								
51	10/31/2016	63,655.80	512.79	4,489.82	54,363.12	4,290.07							
52	10/31/2016	2,042,638.95	71.09		658,772.58			1,076,843.94	25.00		-	306,926.34	35,508.73
53	10/31/2016	203,287.71	106.77		203,180.94								
54	10/31/2016	537,433.43	0.04		512,250.30	755.12		23,342.27		1,085.70			
55	10/31/2016	713,730.56	0.22		703,054.38	5,119.77		5,556.19					
56	Total	17,692,299.33	9,779.30	52,184.95	14,269,019.95	68,355.60	261.89	1,435,964.82	95.00	1,143.87	40.00	1,855,453.95	416,459.46
57	Bounced Checks												
58	192/29	14.57											
59	Total	14.57											
60													
61	Respectfully Yours,												
62													
63													
64	Sharon Curran												
65	Tax Collector												

Range: Block: First to Last
Lot:
Qual:
Range of Years: First to 2017
Range of Codes: First to Last
Range of Periods: 1 to 12
Range of Batch Ids: First to Last
Range of Dates: 10/01/16 to 10/31/16
Range of Spec Tax Codes: First to Last
Print Ref Num: N
Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
Misc: Y
Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last
Print Miscellaneous w/Block/Lot/Qual: N
Print Only Miscellaneous w/Block/Lot/Qual: N

Code	Description	Count	Principal Arrears/Other	Principal 2015	Principal 2016	Principal 2017	Interest	Total
001	TAX-Billing	4785	0.00	0.00	14,316,848.11	68,617.49	9,629.39	14,395,094.99
014	ADDED ASSESSMENT/OMI	69	0.00	0.00	1,435,964.82	1,143.87	0.00	1,437,108.69
082	IN LIEU OF TAXES	11	0.00	0.00	1,855,453.95	0.00	0.00	1,855,453.95
SUB	SUBSEQUENT TAX	5	0.00	0.00	4,356.79	0.00	149.91	4,506.70
	Tax Payments	4870	0.00	0.00	17,612,623.67	69,761.36	9,779.30	17,692,164.33
OOL	OUTSIDE REDEEM	70	472,594.47	0.00	0.00	0.00	133,457.27	606,051.74
FEE		7	385.00	0.00	0.00	0.00	0.00	385.00
	Lien Payments	77	472,979.47	0.00	0.00	0.00	133,457.27	606,436.74
005	BOUNCED CHECK FEE	2	40.00	0.00	0.00	0.00	0.00	40.00
012	DUPLICATE BILLS	17	95.00	0.00	0.00	0.00	0.00	95.00
	Misc Payments	19	135.00	0.00	0.00	0.00	0.00	135.00
NSF	BOUNCED CHECK	2	0.00	0.00	14.57-	0.00	0.00	14.57-
	Tax NSF	2	0.00	0.00	14.57-	0.00	0.00	14.57-
	Payments Total:	4966	473,114.47	0.00	17,612,623.67	69,761.36	143,236.57	18,298,736.07
	NSF Reversals Total:	2	0.00	0.00	14.57-	0.00	0.00	14.57-
	Total:	4968	473,114.47	0.00	17,612,609.10	69,761.36	143,236.57	18,298,721.50

Total Cash: 22,954.23

Total Check: 18,163,607.26

Total Credit: 112,160.01

REDEMPTIONS FOR THE MONTH OF OCTOBER 2016

Date Redeemed	Block	Lot	Qual.	Certificate#	Address	Redemption Amount	Premium Amount	
10/18/2016	159	8		097160	729 Clinton St.	276,310.58	3,500.00	(not refunded to lienholder,turned over to municipality)
10/18/2016	152	3.01		13-00050	720 Clinton St.	158,010.15	1,400.00	
10/18/2016	152	3.01		14-00132	720 Clinton St.	1,546.91	5,000.00	
10/18/2016	152	3.02		16-00058	351 Eighth St.	151,555.34	130,000.00	
10/20/2016	261.01	1	cp034	15-00100	1100 Maxwell Lane	1,283.46	100.00	
10/20/2016	261.01	1	c0325	16-00093	1100 Maxwell Lane	6,535.82	16,000.00	
10/31/2016	8	1	C009E	16-00004	551 Observer Hwy	11,194.48	18,700.00	
Total						606,436.74	174,700.00	

MUNICIPAL COURT OF HOBOKEN
Hudson County

100 Newark Street
Hoboken, NJ 07030
Phone: 201-420-2120 • Fax: 201-420-2138

Honorable Judge
Michael A. Mongiello, CJMC

Court Administrator
Kerri Azzoline

Honorable Judge
Cataldo F. Fazio, JMC

Monday, November 07, 2016

DEAR MR. FARINA:

THE HOBOKEN MUNICIPAL COURT HAS ISSUED CHECK # 1476 IN THE AMOUNT OF $426,739.53 TO THE TREASURER OF THE CITY OF HOBOKEN. THIS CHECK REPRESENTS THE COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT FOR THE MONTH OF OCTOBER, 2016 ATS/ACS SYSTEM.

VERY TRULY YOURS,

KERRI AZZOLINE,

COURT ADMINISTRATOR

Cc: QUENTIN WIEST, BUSINESS ADMINISTRATOR

COLLECTIONS OF THE HOBOKEN MUNICIPAL COURT
AND
RECORD OF DEPOSITS WITH TREASURER

REPORT FOR THE MONTH OF _____

To: Mr. George DeStefano, Chief Financial Officer

I certify that the following collections were made by the court for the month indicated and that records of these collections are available in the court.

_____ _____

Municipal Court Director

Attached is our Check Number 1476 for collections of Fines and Costs of the Court.

Included therein are collections from the Violations Bureau for the month of October

in the amount of $426,739.53 total.

TOTAL FINES & COSTS	$426,739.53	CHECK NUMBER 1476
PUBLIC DEFENDER	$ 130.00	CHECK NUMBER 1477
POAA	$ 6,536.00	CHECK NUMBER 1478
SPECIAL COLLECTIONS	$195,113.97	
TOTAL COLLECTIONS	$628,519.50	

I hereby certify that on , the Hoboken Municipal Court deposited

with the City Treasurer the amount indicated above.

CITY TREASURER 11/7/2016

ASSISTANT CITY TREASURER

CITY OF HOBOKEN
MUNICIPAL COURT GENERAL ACCOUNT
94 WASHINGTON STREET
HOBOKEN, NJ 07030

1476

PAY TO THE ORDER OF Treasurer, City of Hoboken

DATE 11/7/16

55-7203-2212

Four hundred twenty six seven hundred thirty nine & 53/100's DOLLARS $ 426,739 53

Security Features Included. Details on Back.

investors Bank
Clifton Office • Clifton, NJ 07011
Investors 24 Hour Service: 1-888-444-4466 • myinvestorsbank.com

FOR Fines, Costs, etc 10/16

Lyna Luncaster

⑈001476⑈ ⑆221272031⑆ 639906408⑈

MP

Introduced By: _____

Second By:_____ _____

MEETING OF THE CITY COUNCIL

OF HOBOKEN, NEW JERSEY

MISCELLANNEOUS LICENSING

November 14, 2016

VENDOR **0 ITEM**

PARKING FACILITY **0 ITEM**

GAMES OF CHANCE **2 ITEMS**

Stevens Institute $20.00 (50/50)
1 Castle Point on Hudson
Hoboken, NJ 07030

Stevens Institute $20.00 (
1 Castle Point on Hudson
Hoboken, NJ 07030

City of Hoboken

Report of UMR Group Health Self-Insurance

Claims Payments

Reporting Period: 10/01/2016 – 10/28/2016

City Council Meeting Date: November 14, 2016

UMR Check Register Date	Amount
October 7, 2016	$242,708.72
October 14, 2016	$231,784.20
October 21, 2016	$412,831.60
October 28, 2016	$302,277.37
Total UMR Claims Paid During Reporting Period	$1,189,601.89

Submitted by:

Stephen Marks
Business Administrator

CITY OF HOBOKEN
CLAIMS LISTING
NOVEMBER 14, 2016

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION	$
ADM ABC BOARD	IOPERATING	16-00015	STAR LEDGER	2016 ABC BOARD LEGAL ADS	$ 110.05
		16-00017	JERSEY JOURNAL	2016 ABC BOARD LEGAL ADS	$ 76.21
ADM BUSINESS ADMINISTRATION	ICAPITAL	15-01104	T & M ASSOCIATES	ENGINEER FOR FD PARKING LOT	$ 4,045.01
		15-01153	DEE-EN ELECTRICAL CONTRACTING	ELECTRICAL PROJECT BID 15 - 01	$ 25,850.47
		15-03826	INTERTECH ASSOCIATES, INC.	PUBLIC SAFETY COM ENGINEERING	$ 10,730.00
		15-04098	T & M ASSOCIATES	CITYWIDE WAYFINDING & FIRST ST	$ 306.25
		16-02113	FLANAGAN'S CONTRACTING GROUP	HOBOKEN SOUTHWEST BLOCK 12	$ 338,358.96
		16-02228	BOSWELL McCLAVE ENGINEERING	HAZARD MITIGATION - FIREHOUSES	$ 943.50
		16-02229	MILLENNIUM COMMUNICATIONS	TELEPHONE CABLE DEMO & INSTALL	$ 20,603.04
		16-04199	BOSWELL McCLAVE ENGINEERING	CITY HALL DRAINAGE & LANDSCAPE	$ 663.00
		16-04203	PHYLLIS T. LEWIS	BASF-PUBLIC HEARING 10/6/16	$ 599.00
	IFEDERAL	15-01153	DEE-EN ELECTRICAL CONTRACTING	ELECTRICAL PROJECT BID 15 - 01	$ 14,054.67
	IOPENSPACE	16-04156	LANDMARK TITLE AGENCY, INC	PSA BETWEEN HOBOKEN AND COGNIS	$ 3,000,000.00
	IOPERATING	15-02882	SWAGIT PRODUCTIONS, LLC	AV STREAMING SERVICES	$ 895.00
		16-00406	SOBEL HAN, LLP	CY2016 TENANT ADVOCATE	$ 1,515.00
		16-00676	BOSWELL McCLAVE ENGINEERING	CITY ENGINEER - ON CALL CY2016	$ 2,988.20
		16-01731	MILLENNIUM STRATEGIES	GRANT WRITING SVC - CY2016	$ 3,333.00
		16-01959	GRM INFORMATION MANAGEMENT SVC	CY2016 RECORD/FILE MNGT SVC	$ 831.60
		16-02811	RUTGERS STATE UNIVERSITY OF NJ	PURCHASING CLASS-P. WHERRY	$ 969.00
		16-04201	TREASURER-STATE OF NJ (NJPDES)	3 ANNUAL SITE REMEDIATION INVO	$ 3,170.00
		16-04202	PREMIER TECHNOLOGY SOLUTIONS	NOV2016 SERVICES-CITY HALL	$ 7,000.00
ADM CITY COUNCIL	IOPERATING	16-03927	UNIQUE PHOTO, INC.	CAMERA AND ACCESSORIES	$ 4,923.78
ADM FINANCE SUPERVISORS OFF	ICAPITAL	16-01090	ACACIA FINANCIAL GROUP, INC	FINANCIAL CONSULTING - CY2016	$ 7,367.50
	IOPERATING	16-03408	PROFESSIONAL GOVERNMENT	SEMINAR	$ 90.00
		16-03834	COUNTY OF HUDSON	HUDSON COUNTY PILOT TAX 5%	$ 33,772.38
		16-04160	STATE OF NJ/DEPT. LABOR/WRKFC	NJ DEPT OF LABOR & WORKFORCE	$ 27,739.46
		16-04162	STATE OF NJ/DEPT. LABOR/WRKFC	NJ DEPT OF LABOR & WORKFORCE	$ 216.04
	ITRUST	16-03825	HOBOKEN POLICE SUPERIOR	OEP DUES QUARTER END 9/30/2016	$ 7,396.00
		16-03926	HOBOKEN PBA LOCAL 2 #12	QUARTER END 9/30/2016 OEP DUES	$ 30,088.00
ADM LEGAL ADVERTISING	IOPERATING	16-00468	JERSEY JOURNAL	CY2016 LEGAL ADVERTISING	$ 2,232.13
ADM MAYOR'S OFFICE	IOPERATING	16-03462	WB WOOD NJ	FILE CABINETS - MAYOR'S OFFICE	$ 3,490.02
ADM MUNICIPAL COURT	IOPERATING	16-00540	ACCURATE LANGUAGE SERVICES llc	CY2016 LANGUAGE INTERPRETER	$ 4,462.00
		16-01781	RICOH USA INC	CONTRACT RENEWAL	$ 553.75
		16-03824	WEST GROUP - THOMSON REUTERS	SUBSCRIPTION RENEWAL	$ 58.50
		16-03943	LINDENFELSER, KENNETH J.	SVCS RENDERED AS ACTING JUDGE	$ 300.00
ADM MUNICIPAL COURT/POAA TRUST	ITRUST	16-03899	EQUIPMENT SOLUTIONS CORP	FB-706 FORM BURSTER MACHINE	$ 11,085.00
ADM MUNICIPAL MANAGER	ICAPITAL	14-03566	STARR WHITEHOUSE LANDSCAPE	LSRP/ARCHITECT- BLK 12 DESIGN	$ 18,496.91
		16-03096	EXCEL ENVIRONMENTAL RESOURCES	LSRP RELATED TO ACQ & REDEVELO	$ 12,989.37

CITY OF HOBOKEN
CLAIMS LISTING
NOVEMBER 14, 2016

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION		$
ADM PARKING UTILITY	IPARK UTILITY	16-00209	FASTENAL	SUPPLIES FOR HPU,S&T,916 GARD.	$	737.63
		16-02903	ULINE	3M CARTON SEALING TAPE	$	422.16
		16-02932	KIMLEY-HORN AND ASSOCIATES,INC	GARAGE PEDESTRIAN ASSESSMENT	$	9,500.00
		16-03355	W.B. MASON CO., INC.	OFFICE SUPPLIES	$	1,564.11
		16-03432	EXPRESS SYSTEMS & PERIPHERALS	916 GARDEN ST. GARAGE PARTS	$	930.00
		16-03471	W.B. MASON CO., INC.	OFFICE SUPPLIES/COPY PAPER	$	2,276.29
		16-03547	W.B. MASON CO., INC.	OFFICE SUPPLIES	$	593.25
		16-03633	BOSWELL McCLAVE ENGINEERING	ENGINEERING SPECS-JACKSON ST.	$	6,681.00
		16-03663	PRECISION TECHNOLOGY SOLUTIONS	GARAGE G ACCESS CARDS	$	415.00
		16-03665	J & J ROOFING	916 GARDEN ST. GUTTERS	$	1,755.00
		16-03672	AMANO McGANN, INC.	PAYSTATION SERVICES	$	971.35
		16-03792	CITY PAINT AND HARDWARE	MISC. HARDWARE PURCHASES	$	151.39
		16-03793	NAGELS NORTH AMERICA LLC	GARAGE B PAYSTATION SUPPLIES	$	6,000.00
		16-03797	ENFO TECH & CONSULTING, INC.	PERMIT EXPORT FILE PROPOSAL	$	2,880.00
		16-03836	LISA BRUH	REFUND TEMPORARY NO PARK SIGNS	$	20.00
		16-03902	METROPOLITAN COFFEE SERVICE	COFFEE SUPPLIES	$	86.85
		16-03905	NOBEL COMPUTER SYSTEMS, INC.	MONTHLY AIM CHARGES	$	2,532.00
		16-03907	PROPARK AMERICA NEW YORK	AGUUST 2016 REIMBURS. EXPENSES	$	20,048.28
		16-03908	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	$	60.00
		16-03910	HIGH TECH PROTECTIVE SVS.INC.	GARAGE ALARM MONITORING	$	639.06
		16-03916	MONACO LOCK COMPANY INC	GARAGE D SERVICES	$	588.00
		16-03919	ENFO TECH & CONSULTING, INC.	ADDITIONAL CHANGE REQUEST	$	3,600.00
		16-03920	G & F ENTERPRISE	PEO UNIFORMS	$	1,272.97
		16-03997	HOBOKEN WATER SERVICE	MIDTOWN GARAGE UTILITIES	$	114.35
		16-03998	DEE-EN ELECTRICAL CONTRACTING	916 GARDEN ST. GENERATOR TEST	$	471.00
		16-03999	RYAN SHARP	NACTO CONFERENCE REIMBURSEMENT	$	1,711.14
		16-04002	EXXONMOBIL FLEET GECC	HPU FUEL - SEPT. 2016	$	907.56
		16-04003	VERIZON	GARAGE UTILITIES-OCTOBER 2016	$	534.91
		16-04005	HOBOKEN WATER SERVICE	GARAGE WATER UTILITIES	$	478.57
		16-04133	VERIZON	GARAGE UTILITIES - OCT. 2016	$	405.39
		16-04192	CERTIFIED SIGN & SAFETY SVCS	DEMO SIGNBOARD , VER-MAC	$	14,750.00
ADM SPECIAL COUNSEL	IOPERATING	16-03676	WB WOOD NJ	CHAIR - CORPORATION COUNSEL	$	1,390.00
		16-03982	WEST GROUP - THOMSON REUTERS	WEST INFORMATION CHARGES	$	550.00
ADM ZONING OFFICER	IOPERATING	16-02143	NJAFM	12th Annual NJAFM Conference	$	220.00
ADM/ CODIFICATION	IOPERATING	16-03046	GENERAL CODE PUBLISHERS	SUPPLEMENT NO. 9	$	4,422.01
ADM/ LEGAL ADS	IOPERATING	16-03969	HUDSON REPORTER ASSOC LP	LEGAL ADS FOR SEPTEMBER 2016	$	643.50
ADM/CITY CLERK	IOPERATING	16-03923	KT'S OFFICE SERVICES, INC	ERGOTRON WORK FIT-TL STATION	$	520.68
ADM/CONSTRUCTION CODE	IOPERATING	16-03657	DREW & ROGERS, INC.	APPLICATIONS & PERMIT NOTICE	$	591.70

CITY OF HOBOKEN
CLAIMS LISTING
NOVEMBER 14, 2016

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION	$
ADM/CONSTRUCTION CODE	IOPERATING	16-03713	INTERNATIONAL CODE COUNCIL INC	TWO IECC CODE BOOKS	$ 119.00
ADM/CORPORATION COUNSEL	IOPERATING	16-04020	THE HUMAN SOLUTION	NEW DESK	$ 928.00
CD DIRECTOR'S OFFICE	ICAPITAL	15-03387	WEINER & LESNIAK, LLP	CY2015 LAND USE - AFF. HOUSING	$ 660.00
	IOPERATING	16-03856	WEINER & LESNIAK, LLP	LAND USE COUNSEL - ZBA APPEAL	$ 1,734.53
		16-03871	PETRY TRAFFIC, LLC	TRAFFIC ENGINEERING SERVICES	$ 6,000.00
CD HISTORIC PRESERVATION COMM	IOPERATING	16-03804	ELLEN STEWART	REIMBURSEMENT FOR CLASS	$ 55.00
		16-03805	SUSAN PREGIBON	REIMBURSEMENT FOR CLASS	$ 65.00
CD MLUL PLANNING BOARD	IOPERATING	16-03810	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	$ 3,393.90
		16-03812	MASER CONSULTING P A	PROFESSSIONAL SERVICES	$ 560.00
CD MLUL ZONING BD OF ADJ	IOPERATING	16-03809	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	$ 3,034.77
		16-03813	MASER CONSULTING P A	PROFESSIONAL SERVICES	$ 2,460.00
ES CLEAN COMMUNITIES	IFEDERAL	16-03852	PLAID LAB CREATIVE	BROCHURES	$ 527.00
ES PUBLIC PROPERTY	IOPERATING	16-02852	INTERIOR MOTIF, LLC	PRIVACY SHADES	$ 3,572.00
		16-03575	AIR SYSTEMS MAINTENANCE, INC.	HVAC REPAIRS - M.S.C.	$ 1,003.79
		16-03887	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING SERVICES	$ 914.51
		16-03976	THERMOMETER TECHNICAL INCORP.	REFRIGERATOR REPAIR MSC	$ 355.60
		16-04066	NATIONWIDE MAINTENANCE &	GRAFFITI REMOVAL	$ 1,500.00
ES ROADS	IOPERATING	16-03347	TILCON NEW YORK	ASPHALT	$ 165.04
ES SOLID WASTE	IOPERATING	16-03839	APOLLO FLAGS, LLC	FLAGS FOR BUILDINGS	$ 1,636.00
		16-03979	JOHN A. EARL CO.	TOILET TISSUE FOR GARAGE	$ 160.69
FLEET MANAGEMENT	IOPERATING	16-03398	QUALITY AUTOMALL	REPAIR & BODY WORK PD121	$ 4,073.04
HS BD OF HEALTH	IOPERATING	16-04120	FRANK SASSO	REIMBURSEMENT	$ 25.00
HS CULTURAL AFFAIRS	ITRUST	16-00961	OUTFRONT MEDIA LLC	BILLBOARD ADVERTISING	$ 750.00
		16-03706	ANY EXCUSE FOR A PARTY INC.	RENTAL OF ITEMS-HARVEST FEST.	$ 1,790.00
		16-03710	THE NEW YORK CLOWN COMPANY INC	PERFORMANCE-FAMILY FUN NIGHT	$ 500.00
		16-03826	MRA INTERNATIONAL, INC.	GERI FALLO -PRINTER ROLLER KIT	$ 32.84
		16-03973	GERALDINE FALLO	REIMBURSEMENT	$ 178.05
		16-04099	CITY OF HOBOKEN-OEP	OUTSIDE EMPLOYMENT SERVICES	$ 1,040.00
		16-04157	MIGDALIA PAGAN	EVENT ASSISTANCE	$ 671.50
		16-04158	MIGDALIA PAGAN	EVENT ASSISTANCE	$ 1,147.50
HS DIRECTOR'S OFFICE	ICAPITAL	16-03756	REGGIO CONSTRUCTION, INC.	STRUCTURAL REPAIRS MSC RINK	$ 36,475.00
	IFEDERAL	16-02794	COMMUNITY COMPOST COMPANY, LLC	RESIDENTIAL COMPOSTING SERVICE	$ 3,300.00
	IOPENSPACE	16-03981	ANT GLOBAL	ROOF REPAIRS - SINATRA CAFE	$ 7,200.00
	IOPERATING	16-04062	BALLY'S PARK PLACE CASINO	SEMINAR REGIST. SHADE TREE	$ 944.72
HS PARKS	IFEDERAL	16-03964	JOHN A. EARL CO.	SUPPLIES FOR PARKS	$ 185.87
	IO M FUND	16-04197	PSE&G COMPANY	OCTOBER 2016 - PIER A	$ 955.74
	IOPERATING	16-03849	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	$ 675.20
		16-03948	TATBIT CO.	INSTALLATION OF HAND DRYERS	$ 1,761.16

CITY OF HOBOKEN
CLAIMS LISTING
NOVEMBER 14, 2016

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION		$
HS PARKS	IOPERATING	16-03949	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	$	125.00
		16-03978	JOHN A. EARL CO.	TOILET PAPER FOR PARKS	$	605.30
HS RECREATION	ITRUST REC FEES	16-03761	JANET CONETTA	REIMBURSEMENT OF REG. FEE	$	25.00
		16-03765	CANDEE WEHRHAHN	REIMBURSEMENT OF REG. FEE	$	25.00
		16-03816	CHARLES SMITH	REIMBURSEMENT	$	398.68
		16-03862	ALDIN TRANS CORPORATION	TRANSPORTATION-PAL FOOTBALL	$	900.00
		16-04055	CROWN AWARDS	SOCCER AWARDS	$	3,999.04
HS RENT LEVELING/STABILIZATION	IOPERATING	16-00018	STAR LEDGER	2016 RENT LEVELING LEGAL ADS	$	51.15
HS SENIOR CITIZEN PROGRAM	ITRUST REC FEES	16-03974	INSERRA SUPERMARKETS	SUPPLIES FOR SENIOR EVENTS	$	110.04
		16-04112	THOMAS FOLEY	REIMBURSEMENT	$	66.23
HS VITAL STATISTICS	ITRUST	16-04145	TREASURER, STATE OF NEW JERSEY	3RD QTR BURIAL REPORT	$	5.00
		16-04146	TREASURER, STATE OF NEW JERSEY	3RD QTR. MARRIAGE LIC. REPORT	$	4,500.00
PS FIRE	IOPERATING	16-01625	AAA EMERGENCY SUPPLY	2 BULLARD TRUCK CHARGERS	$	3,841.42
		16-03518	PORT SUPPLY	MARINE 1 FLARES	$	60.36
		16-03690	PREMIER TECHNOLOGY SOLUTIONS	ESET ANTI VIRUS RENEWAL	$	225.00
		16-03925	SHORE SOFTWARE	ONLINE BACKUP FEB	$	122.48
		16-03938	AIR PURIFIERS, INC.	UPTOWN NO SMOKE REPAIR	$	702.00
		16-03939	AIR & GAS TECHNOLOGIES, INC.	AIR REGULATOR FOR SCBA'S	$	1,522.50
PS FIRE SAFETY	IFIRE ED	16-03220	GENERAL SALES ADMINISTRATION	Automobile Supplies	$	2,012.95
		16-03945	CARMINE'S WINDOW FASHIONS	Window Blinds	$	1,413.00
PS POLICE	IOPERATING	16-03040	TURNOUT FIRE & SAFETY, INC.	CLASS II OFFICERS UNIFORMS	$	1,233.31
		16-03227	WEST GROUP - THOMSON REUTERS	JULY 2016 BILL	$	840.00
		16-03684	CITY PAINT AND HARDWARE	AUGUST 2016 BILL	$	47.96
		16-03691	WEST GROUP - THOMSON REUTERS	AUGUST 2016 BILL	$	840.00
		16-03693	LINDABURY,MCCORMICK	PSOA LEGAL SERVICE	$	2,460.00
		16-03722	NEW JERSEY ASSOC. OF CHIEF OF	A.B.C. TRAINING COURSE	$	60.00
		16-03725	HR DIRECT	2017 ATTENDANCE CALENDAR CARD	$	259.91
		16-03726	FRED PRYOR SEMINARS	HR TRAINING COURSE	$	149.00
		16-03930	TYCO INTEGRATED SECURITY	QUARTERLY BILLING 10/16-12/16	$	356.29
		16-03931	ASTRAHEALTH CENTERS HOBOKEN	CROSSING GUARD PHYSICALS	$	265.00
		16-03934	PASSAIC CTY POLICE ACADEMY	TRAINING COURSE	$	75.00
		16-03936	SIRCHIE FINGERPRINT LABORATORY	FARADAY BAG SMARTPHONE 5X	$	522.50
		16-03937	CITY PAINT AND HARDWARE	SEPTEMBER 2016 BILL	$	79.94
		16-03942	LA ISLA UPTOWN	COFFEE WITH A COP EVENT	$	200.00
		16-03959	GOLD TYPE BUSINESS MACHINES	BARRACUDA RENEWAL	$	1,298.00
		16-04164	VERIZON WIRELESS SERVICES LLC	LAPTOP WIRELESS SVC PD 10/16	$	912.37
UNCLASSIFIED	IOPERATING	16-01422	NORTH HUDSON REGIONAL COUNCIL	CY2016 SR NUTR PROGM CONTRIB.	$	53,858.00
UNCLASSIFIED INSURANCE	IOPERATING	16-03963	PART D ADVISORS, INC.	POSTAGE FEES/COVERAGE NOTICES	$	173.43

CITY OF HOBOKEN
CLAIMS LISTING
NOVEMBER 14, 2016

DEPARTMENT	CHECKING ACCOUNT	P.O.	VENDOR	DESCRIPTION	$
UNCLASSIFIED NATURAL GAS	**IOPERATING**	16-04159	**WOODRUFF ENERGY US LLC**	NATURAL GAS (BUILDINGS)	$ 1,362.61
UNCLASSIFIED TELEPHONE	**IOPERATING**	16-04161	**METTEL**	LONG DISTANCE/REGIONAL CALLS	$ 130.26
		16-04163	**COOPERATIVE COMMUNICATIONS,INC**	LD/TOLL SERVICE 11/16	$ 822.68
		16-04165	**VERIZON**	TELEPHONE SERVICES 9/16	$ 12,478.51
		16-04191	**VERIZON WIRELESS**	CELL/TABLET SERVICE 9/27-10/26	$ 7,733.69
	IPARK UTILITY	16-04191	**VERIZON WIRELESS**	CELL/TABLET SERVICE 9/27-10/26	$ 800.20
Grand Total					**$ 3,891,957.21**

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:

20-Oct-16 **TO** **02-Nov-16** **Paydate** **11/9/2016**

DEPARTMENT		ACCOUNT NUMBER	REGULAR PAY (11)	O/T PAY (14)	OTHER PAY (11)	TOTAL PAY
PERSONNEL		6-01-20-105	10,382.33	107.78	0.00	10,490.11
MAYOR'S OFFICE		6-01-20-110	10,805.78	0.00	0.00	10,805.78
CITY COUNCIL		6-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR		6-01-20-112	14,542.36	0.00	0.00	14,542.36
Stipend			0.00	0.00	192.30	192.30
Vacation			0.00	0.00	3,726.90	3,726.90
ABC BOARD		6-01-20-113	0.00	0.00	156.92	156.92
PURCHASING		6-01-20-114	7,805.11	0.00	0.00	7,805.11
GRANTS MANAGEMENT		6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE		6-01-20-120	18,882.67	855.14	0.00	19,737.81
ELECTIONS		6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE		6-01-20-130	22,710.07	625.75	0.00	23,335.82
ACCOUNTS/CONTROL		6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION		6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION		6-01-20-145	4,535.35	678.09	0.00	5,213.44
ASSESSOR'S OFFICE		6-01-20-150	13,728.80	0.00	0.00	13,728.80
CORPORATE COUNSEL		6-01-20-155	9,804.62	123.45	0.00	9,928.07
COMMUNITY DEVELOPMENT		6-01-20-160	14,054.60	0.00	0.00	14,054.60
PLANNING BOARD		6-01-21-180	2,446.96	0.00	0.00	2,446.96
ZONING OFFICER		6-01-21-186	6,535.76	0.00	0.00	6,535.76
HOUSING INSPECTION		6-01-21-187	7,160.24	0.00	0.00	7,160.24
CONSTRUCTION CODE		6-01-22-195	24,786.48	694.56	0.00	25,481.04
POLICE DIVISION		6-01-25-241-011	503,264.44	43,710.24	0.00	546,974.68
Worker's Comp			0.00	0.00	4,178.51	4,178.51
POLICE CIVILIAN		6-01-25-241-016	36758.55	0.00	0.00	36,758.55
POLICE DIVISION CLAS	CLASS II	6-01-25-241-015	11,280.00	0.00	0.00	11,280.00
Court Time			0.00	0.00	60.00	60.00
CROSSING GUARDS		6-01-25-241-012	12,165.14	21.42	0.00	12,186.56
TRAFFIC CONTROLLERS		6-01-25-241-012	5,551.78	0.00	0.00	5,551.78
Worker's Comp			0.00	0.00	464.10	464.10

EMERGENCY MANAGEMENT	**6-01-25-252**	20,756.83	0.00	0.00	20,756.83
Stipend		0.00	0.00	3,692.26	3,692.26

DEPARTMENT	**ACCOUNT NUMBER**	**REGULAR PAY (01)**	**O/T PAY (02)**	**OTHER PAY (01)**	**TOTAL PAY**
FIRE DIVISION	**6-01-25-266**	481,106.16	0.00	0.00	481,106.16
FIRE CIVILIAN	**6-01-25-266-016**	22,324.99	0.00	0.00	22,324.99
STREETS AND ROADS	**6-01-26-291-011**	18,587.62	3,057.67	0.00	21,645.29
Snow Removal	**6-01-26-291-015**	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	**6-01-26-290**	3,614.71	0.00	0.00	3,614.71
Worker's Comp		0.00	0.00	792.50	792.50
RECREATION SEASONAL EMP	**6-0128370016**	608.00	0.00	0.00	608.00
CENTRAL GARAGE	**6-01-26-301**	14,442.41	1,524.53	0.00	15,966.94
SANITATION	**6-01-26-305**	24,642.05	0.00	0.00	24,642.05
Vacation		0.00	0.00	54.10	54.10
HUMAN SRVCS DIR OFFICE	**6-01-27-330**	8,495.22	0.00	0.00	8,495.22
BOARD OF HEALTH	**6-01-27-332**	22,251.38	0.00	0.00	22,251.38
CONSTITUENT SRCS	**6-01-27-333**	0.00	0.00	0.00	0.00
SENIOR CITIZENS	**6-01-27-336**	15,583.00	706.20	0.00	16,289.20
RENT STABILIZATION	**6-01-27-347**	9,000.74	1,404.95	0.00	10,405.69
TRANSPORTATION	**6-01-27-348**	0.00	0.00	0.00	0.00
RECREATION	**6-01-28-370**	11,021.05	1,828.80	0.00	12,849.85
PARKS	**6-01-28-375**	11,956.23	616.34	0.00	12,572.57
Worker's Comp		0.00	0.00	398.44	398.44
PUBLIC PROPERTY	**6-01-28-377**	22,349.04	0.00	0.00	22,349.04
Worker's Comp		0.00	0.00	2,043.29	2,043.29
O & M TRUST	**T-24-20-700-020**	5,699.34	326.04	0.00	6,025.38
MUNICIPAL COURT	**6-01-43-490**	34,079.03	0.00	0.00	34,079.03
Worker's Comp		0.00	0.00	700.00	700.00
PARKING UTILITY	**6-31-55-501-101**	150,406.97	16,589.63	0.00	166,996.60
Uniform		0.00	0.00	350.00	350.00
Retro		0.00	0.00	49.98	49.98
Stipend		0.00	0.00	200.00	200.00
Worker's Comp		0.00	0.00	237.09	237.09
Reimburse Road Inspection OT	**6-31-55-501-104**	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	**T-0340000-037**	0.00	5,198.32	0.00	5,198.32
TRUST - RECREATION ADULT PROG	**T-03-40-000-108**	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	3,231.37	0.00	3,231.37
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

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	PAY

OTHER:

TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	580.00	5,545.02	0.00	6,125.02
IT DEPT	6-01-20-147-011	1,050.00	0.00	0.00	1,050.00
CULTURAL AFFAIRS	6-01-271-760-11	3,395.81	0.00	0.00	3,395.81
Summer Lunch Program	G-02-41-300-SF3	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	75,501.00	75,501.00
Drive Sober or Get Pulled Over Program	G-02-25-11-6010	0.00	0.00	0.00	0.00
Police - Suez	6-01-25-241-017	0.00	0.00	0.00	0.00
Fire-Suez	6-01-25-256-017	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
H5 Pump	C46714	0.00	0.00	7,879.50	7,879.50
Sick Incentive	6-01-25-241-019	0.00	0.00	0.00	0.00
Terminal Leave	6-01-36-479-000	0.00	0.00	0.00	0.00
HLTH INS EMP WAIV COMP	6-01-30-400-WVR	0.00	0.00	0.00	0.00
D.D.E.F Grant	G-02-41-200-DD9	0.00	5,244.21	0.00	5,244.21
Taxi Inspections	6-31-55-501-103	0.00	0.00	0.00	0.00
GRAND TOTAL		1,627,597.07	92,089.51	100,676.89	1,820,363.47

1,820,363.47

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION EXPRESSING THE CITY COUNCIL OF THE CITY OF HOBOKEN'S SUPPORT FOR THE OBSERVANCE OF NOVEMBER 17TH AS WORLD PANCREATIC CANCER DAY IN HOBOKEN

WHEREAS, in 2016, an estimated 53,070 people in the United States will be diagnosed with pancreatic cancer, one of the deadliest cancers, and 41,780 will die from the disease; and,

WHEREAS, pancreatic cancer surpassed breast cancer this year to become the third leading cause of cancer death in the United States, and it is projected to become the second leading cause by 2020; and,

WHEREAS, pancreatic cancer is the only major cancer with a five (5) year relative survival rate in the single digits at just 8%; and,

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 71% of pancreatic cancer patients die within the first year of their diagnosis; and,

WHEREAS, approximately 1260 deaths will occur in New Jersey in 2016 as a result of pancreatic cancer; and,

WHEREAS, pancreatic cancer is the 7th most common cause of cancer-related death in men and women across the world; and,

WHEREAS, there will be an estimated 418,451 new pancreatic cancer cases diagnosed worldwide in 2020; and,

WHEREAS, the good health and well-being of the residents of Hoboken are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes and effective treatments; and,

WHEREAS, the City Council of the City of Hoboken therefore wishes to express their support for the recognition of November 17, 2016 as "World Pancreatic Cancer Day" in order to raise awareness of this debilitating disease.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken expresses their support for the observance of November 17, 2016 as "World Pancreatic Cancer Day" in the City of Hoboken.

Meeting date: November 14, 2016

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

APPROVED BY:

_____

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

_____

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PROCUREMENT OF HOBOKEN SMART CITY CONCESSIONS THROUGH THE USE OF COMPETITIVE CONTRACTING IN ACCORDANCE WITH N.J.A.C. 5:34-9.4 AND N.J.S.A. 40A:11-4.1(J)

WHEREAS, the City of Hoboken seeks to leverage municipally owned buildings, equipment, facilities, properties, and rights-of-way through the create of public/private partnerships by granting limited and non-exclusive franchise/license concession agreement(s) to private businesses as is more fully detailed in the attached Request for Information; and,

WHEREAS, the City plans to utilize these concessions to fund technological improvements and advances in order to make Hoboken a "Smart City" which would include the establishment of free public Wi-Fi; smart and connected municipal buildings; smart parking; smart public transit bus shelters; smart payphone/Wi-Fi kiosks; smart trash and recycling receptacles; smart streets, streetlights, and traffic signals; smart taxicabs and "HOP" buses; and,

WHEREAS, the City also plans to award concessions through programs such as the Adopt a Gateway/Wayfinding Sign Program and Adopt a Park Sign Program; and,

WHEREAS, the free public Wi-Fi and other "smart" improvements throughout the City will serve to improve citizens' quality of life, efficiency of urban operations, services and competitiveness, while ensuring that the City meets the needs of present and future generations with respect to economic, social, and environmental aspects; and,

WHEREAS, upon careful consideration and review of the information received in response to its Request for Information, the City has determined that there are only benefits and no risks in procuring said concession(s); and,

WHEREAS, the total value of the concession(s) and the anticipated value of the revenue and/or services to be received by the City cannot be precisely determined at this time, but will be more than $17,500.00; and,

WHEREAS, the basis of the ultimate award or awards will be based upon competitive contracting in accordance with N.J.S.A. 40A:11-4.1 and therefore will be awarding based upon the most advantageous price and other factors; and,

WHEREAS, the City anticipates that there will be no costs associated with this concession; and,

WHEREAS, the City Council of the City of Hoboken therefore wishes to approve the use of competitive contracting to procure a concession agreement or multiple agreements for the proposed "Smart City" program.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the Administration may procure a concession agreement or agreements as outlined in the attached Request for Information for the proposed Hoboken Smart City program through the use of the competitive contracting process in accordance with N.J.S.A. 40A:11-4.1.

Meeting date: November 14, 2016

APPROVED: **APPROVED AS TO FORM:**

_____ _____

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

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

CITY OF HOBOKEN

Office of the Business Administrator

DAWN ZIMMER
Mayor

QUENTIN WIEST
Business Administrator

STEPHEN D. MARKS, PP, AICP
Municipal Manager

MEMORANDUM

TO: ALL INTERESTED PARTIES
FROM: STEPHEN D. MARKS, MUNICIPAL MANAGER
DATE: AUGUST 24, 2016
RE: HOBOKEN SMART CITY RFI ADDENDUM/CLARIFICATIONS

Please accept this memorandum as an Addendum and Clarification to the Smart City RFI. We received the following questions:

1. Do you have the "current" Metro Tel contract? This one seems to have expired. It had right for another 5 year renewal, bringing to 2013. If it was renewed again in 2013, that would bring to 2018, which is two years from now? I saw that and read through it. Is it fair to say it has been renewed? Has a 5 year term beginning in 2003, bringing to 2008.

   Response: The original concession approved by the city council on September 17, 2003 contained a provision for an automatic renewal every five years. Assuming that the concession has automatically "rolled over" every five years, it is set to expire on September 17, 2018. A copy of the original resolution and contract was provided by the Hoboken Office of Purchasing after the Pre-submission conference.

2. Please provide me with a list and/or map (preferably both) of City-owned properties that Hoboken may be willing to lease. Verizon Wireless would like to consider the City's properties as part of its planning for future sites that it may need in Hoboken as part of its response to the RFI.

   Response: A map of city owned property was supplied to all Respondent(s) via Exhibit C-2.

3. Although RFI states that single operator proposals will be accepted, will consortia receive preference over a single entity?

   Response: The City seeks submissions which will meet either all of the City's goals, or as many as is possible or practicable. That may be accomplished via submission of a single entity. However, it is not anticipated that many entities can submit comprehensive proposals that will meet all of the City's objectives.

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2059 · fax (201) 420-2096

4. Who on the City level will supervise regulations are adhered to? I.e. Bike Share Program outdoor advertising roadside control regulations not currently adhered to.

   Response: The Office of the Business Administrator will coordinate and oversee implementation of the Smart Cities project and programming.

5. If solar is not an option due to site restrictions, and electrical is necessary, will the City accept a meter on each illuminated outdoor ad unit?

   Response: The City will not object to metering, however, each meter will have to be operated and maintained by each respective business entity using the meter. Also, metering may require the approval of PSEG and inspection by the Building Department, Electrical Subcode Official. It is up to each respective business entity to submit appropriate permits and approvals for same, including permit fees if necessary.

6. Please clarify or define the term "limited and non-exclusive" franchise/license concession agreement as used in Section 1: Overview.

   Response: The City reserves the right to grant multiple concessions at or on locations where multiple facilities can co-exist. Company 'A' may seek to install equipment on a municipal property (say rooftop of traffic signal pole). Company 'B' may also seek to install its equipment on the same rooftop or pole. Assuming both installations are physically possible, the franchise/license agreement does not preclude other installations of equipment on the same property. Obviously two wifi kiosks or bus shelters cannot occupy the same space; in that instance the City would have to pick one vendor.

7. Does the City currently have a general contractor engaged for the Smart City program?

   Response: No.

8. What does the City consider to be offensive and objectionable to the public regarding alcohol? Alcohol advertising within the City has in past been permissible, non-offensive and generates revenue for the City which boasts 100+ bars in a mile square radius. Gambling is not permissible as stated in the pre-submission meeting. Is NJ Lottery advertising therefore restricted as well?

   Response: Alcohol advertising will have to be considered and approved by the municipal governing body. The same for Gambling websites. However, given that the New Jersey Lottery is a State sponsored enterprise, it will likely be favorably considered.

9. Should the City's constituents protest for reasons of privacy or the City determines that data collection is objectionable and the program is terminated, what will be the disposition of installations, wiring, etc.? If constituents objects what happens?

   Response: The Hoboken Smart City free public wifi program is envisioned to be voluntary. It is envisioned that residents and visitors will have to 'opt-in' to participate and take advantage of the free public wifi. Residents and visitors shall also have the ability to 'opt-out' at any time. Neither the City nor the Respondent(s) shall keep or release individually identifiable data. However, aggregated data may be shared with local businesses to improve marketing and advertising performance. All equipment shall be owned by Respondent(s) and the disposition/disposal of said equipment shall be the responsibility of the vendor.

10. Is it the City's intent that the Washington Street road construction and street furniture/telecommunications installations happen concurrently? If only a five (5) year agreement and timing is not in sync, what happens? What takes priority?

    Response: It is anticipated that Washington Street construction shall begin on, or around November 1, 2016 and be completed by June 1, 2018. Construction, rehabilitation and resurfacing of Washington Street shall take priority. It is the City's desire to coordinate installation of all outdoor advertising, telecommunications and network sensor equipment. Perhaps the equipment installation can be pro-rated and scalable at unit quantities. Or, perhaps the City can execute a Notice of Intent in advance of a concession and the concession would begin upon installation and/or beginning of operation.

11. Please confirm the City will consider sharing relevant retail data with merchants to maximize revenue potential.

    Response: The City is open to sharing aggregated data with local businesses to enhance and maximize commercial and economic success on Washington Street and other commercial areas. Neither the City nor the Respondent(s) shall keep or release individually identifiable data.

12. Please define the term "data metrics" as used in Section 11: Quality Assurance/Quality Control.

    Response: "Data Metrics" is used in the broadest of senses (i.e. revenue, profitability, usage, data utilization, dwell times and other performance measures which may be utilized to demonstrate and quantify program success).

13. What does the City propose regarding the disposition of the shelters upon termination of the contract with cause, without cause and upon expiration of the Agreement, as the units will have charging stations, sensors, and telecommunications wires?

Response: The current bus shelters are owned, operated and maintained by the current company commissioned by the City. It is anticipated that the current company shall remove said shelters in advance of installation of new shelters. Similarly, it is also envisioned that all equipment and property shall be owned by the Respondent(s). If the contract is terminated for cause, it shall be the responsibility of Respondent(s) to remove its equipment/installation.

14. Will outdoor advertising structures term be extended and/or renewed for the term of the agreement after the initial five (5) year term upon good faith negotiations? After initial five (5) year term, will it be renewed in two (2) year increments?

    Response: The New Jersey Local Public Contracts Law allows for concessions of up to 5 years. Depending upon the success of the Smart Cities program, it is anticipated that a new RFP shall be issued at the end of 5 years.

15. Is third party advertising on and in the five (5) HOP shuttle buses a consideration under Section 23: Smart Taxi cabs and HOP buses? Please confirm the digital signage that shows each respective HOP bus expected arrival time also allows for third party advertising.

    Response: The City is not currently inclined to affix advertising on the outside of the HOP shuttle buses. However, the City might be inclined if the advertising revenue generated from same were "significant" or "substantial". Please note that it would have to be up to the municipal governing body to make that determination.

16. Does the City require/expect all sensor data generated to be available to 3rd parties in raw form (access to data-warehouse) or in form of app that provides actionable intelligence (i.e. the traffic light shows congestion, the better alternate route recommended is…)? Can the data be used for targeted service delivery and advertising by the vendor/special purpose vehicle?

    Response: The most compelling proposals would provide applications or platforms (i.e. dashboards) that can make the data user friendly and actionable. The City will also look favorably upon proposals that make the data in raw form available as 'open data' to the general public as data files, through an API, etc. It is anticipated that the aggregated data can be used for targeted service delivery.

17. Does the City have current connectivity to traffic control cabinets at intersections?

    Response: Generally no. However, there are some traffic signals which may be remotely controlled. Each traffic signal would have to be investigated on a case by case basis.

18. Please confirm what smart connectivity/devices are currently utilized in the City (if any). For instance, is there any smart/automated traffic data collection and event detection today?

    Response: The City is not aware of any devices for traffic signals or traffic data. However, the City currently uses parking meters and solar trash receptacles which provide a quantity of useful data.

19. Has the city explored any government funding opportunities for this initiative?

    Response: The City applied to participate in IBM's Smart Cities program, but was not selected. The City is not aware of any other state or federal funding opportunities.

20. Will the vendor/special purpose vehicle be required to pay an attachment fee/lease fee for installing telecommunication equipment on city property?

    Response: No. However, each Respondent will be selected based upon the value of their services and level of investment in the Hoboken Smart City project/program. In addition, each selected Respondent shall deposit sufficient funds into escrow to pay for the review and approval of site plans by the City's professionals. Application fees for planning board review/zoning certificate may be waived. It is unclear if building permit/road opening permit fees may be waived. All construction work within the street will require a traffic control plan and utilization of Hoboken Police Department Officers for traffic control.

21. Please clarify what spacing requirements (if any) will apply to street level multi-message signs. For instance, would all kiosks be able to be converted into street level multi-message signs at their existing locations?

    Response: There is no established space requirement or limitation at this time. However, the planning board shall review site plans and may make recommendations to the City regarding size, orientation, finishes and materials. In addition, the City Council has the legal authority to approve all concessions and contracts. The City Council may reject any/all submissions which may be deemed to be inappropriate.

22. Please confirm whether trenching work will be performed by the City at its expense, by the vendor/special purpose vehicle, or whether the costs will be shared in order to bring fiber optic cable and/or other utility service to the Wi-Fi stations. Please confirm whether there are existing fiber optic cables and utility lines at all the municipal building locations where public Wi-Fi service must be provided.

    Response: The Washington Street project is currently out to bid. A bid alternate of the Washington Street project is an underground conduit with laterals and handholes at every intersection which can accommodate fiber. Besides Washington Street, the

City does not have funding to trench any other conduit anywhere else. Therefore, all trenching necessary beyond Washington Street shall be the responsibility and expense of the selected Respondent(s). It is also up to each Respondent to identify existing fiber optic and utility services for connections.

23. Please confirm what restrictions, if any, will be placed on sites and/or content accessed through the Wi-Fi kiosks.

    Response: It is envisioned that commonly used firewalls will be necessary to screen out objectionable material.

24. Please confirm whether the vendor/special purpose vehicle and/or any other third parties, such as advertisers, will be permitted to use the components specified in the RFP to collect and use data for advertising purposes.

    Response: Yes, it is envisioned that advertisers and third parties may use aggregated user data. Neither the City nor the Respondent(s) shall keep or release individually identifiable information or data.

25. The RFI states that the encrypted public Wi-Fi network shall be provided in a private, safe and secure manner as approved by the city or its duly designated representative(s). Please confirm what the city means when it says that the network be provided in a private manner.

    Response: Neither the City nor the Respondent(s) shall keep or release individually identifiable information or data.

26. Does the City have a privacy policy that would apply to some or all of the components specified in the RFI? If so, please provide a copy.

    Response: The City does not have a privacy policy at this time. It should be noted that as a local government, most documents and materials are subject to Freedom of Information Act (FOIA) and N.J. Open Public Records Act (OPRA) review and disclosure, including submitted business plans and financial proformas. The City cannot disclose records, data and information that does not exist or is not kept. Therefore, to maintain user privacy, no individually identifiable information or data shall be retained by the City or by Respondent(s).

27. Please confirm what permit(s) will be required to support each of the smart and/or Wi-Fi components specified in the RFI, what agency(ies) the vendor/special purpose vehicle will have to go through, the anticipated timeline for acquiring such permit(s) and whether the City will provide a list of agency contacts and other assistance to streamline/expedite the permit application process.

Response: The RFI lists potential permitting and approval entities as well as the process governing each. At a minimum, site plans shall be reviewed and approved by the Planning Board, Zoning Officer, Building Department and the City's consulting engineer. The City will work to expedite municipal review and approval. However, installations may require review and approval by non-municipal governments and agencies. All outdoor advertising along any roadway will need to be reviewed and approved by the New Jersey Department of Transportation, Office of Outdoor Advertising Services (please see Exhibit C-11). Installations along county roads may need to be reviewed and approved by the County Engineer, County Planning Board and County Freeholder Board. Installations impacting historic properties will need to be reviewed and approved by the Hoboken Historic Preservation Commission and the New Jersey State Historic Preservation Office. Installations in municipal parks will need to be reviewed and approved by the New Jersey Department of Environmental Protection, Green Acres Program and perhaps the State House Commission. Installations along the waterfront may need to be reviewed and approved by the South Waterfront Operations and Maintenance Board.

28. Would the City be willing to amend any of its applicable laws, rules and regulations in order to extend the term of any contracts awarded for the development of the components specified in the RFI and the display of advertising thereon? This is an extremely capital intensive project that will likely require a much longer period of time to recoup the costs associated therewith, particularly if the City does not wish to expend any sums towards the services and/or components. The permitting process may also be lengthy, further cutting into such time.

    Response: The City cannot change state statute. However, the City may consider issuing a lease under the Local Land and Building Law. The City may also consider issuing an interim agreement (Letter of Intent) during the transition period between designation and operation, thereby allowing Respondent(s) to effectively mobilize.

29. Section 23: Smart Taxis: Who are the municipally licensed taxi companies and how many licenses does each own? How does the City intend to ensure the companies adopt and/or purchase the proposed equipment solution?

    Response: There are approximately 65 municipally licensed taxicabs in Hoboken. A list of owners, addresses and license numbers is attached as Exhibit C-10

30. Section 18: Smart Parking: Can you please provide municipal parking garage locations, total # of spots, spots per floor, spot occupancy by time of day and day of week, breakdown of parking options (e.g., hourly, half-day, daily), price of each parking option, purchases of each parking option by time of day and day of week, total municipal parking revenue generated by these garages?

Response: The following is information available at time of printing:
Garage B, Second Street (between Hudson and River), 810 spaces, Daily, Attended
Garage D, Hudson Street (between Second and Third), 488 spaces, Monthly, Unattnd.
Garage G, Hudson Street (between Third and Fourth), 488 spaces, Monthly, Unattnd.
916 Garden Street, 324 spaces, Monthly, Unattended
Midtown Garage, Fourth and Clinton streets, 700 spaces, Attended
Parking Lot, Second and Willow, 16 spaces, Monthly, Unattended
Parking Lot, Eleventh and Willow, 24 spaces, Monthly, Unattended

31. What operating systems are currently being used by the municipal garages?

    Response: The Hoboken Parking Utility contracts with Propark for management of the municipal parking garages. Propark uses a Microsoft Windows based platform.

32. Are the municipal lots staffed or unstaffed garages?

    Response: Please see response to question 30 above.

33. Is the Special Purpose Vehicle ("SPV") funded by the prime and manages interface between City authorities and sub-contractors that are to be placed under the SPV? Can the Prime manage SPV consortia rules such as sub-contractor on/off ramps? Are all payments terms (to the City and the Subs) negotiable by the SPV?

    Response: It is anticipated that a Special Purpose Vehicle will be needed to coordinate contracts with vendors/companies to generate revenue (i.e. public advertising and telecommunications installations) as well as provide public services (i.e. free wifi, green infrastructure maintenance and IOT network sensors and platforms). Beyond verifying the business, financial and technical viability and background of individuals and companies, the City will generally not be involved with the operational relationships (i.e. means and methods) of constituent parts of the Special Purpose Vehicle.

34. Does the City require all sensor data generated to be available to 3rd parties in raw form (access to data-warehouse) or in form of application that provides actionable intelligence (i.e. the traffic light shows congestion, the better alternate route recommended)?

    Response: All data shall be available to third parties through an open data platform. However, successful Respondent(s) will be selected based upon their technology platforms, programs and applications. The municipal administration shall select Respondent(s)' submissions which are the most responsive, compelling and in the best interests of the City government and community at large. Data platforms should be provided through customizable dashboards, GIS mapping and tabular spreadsheets.

35. Will the vendor/SPV Lead have a roll-out schedule purview over smart kiosk and IoT solutions? For example, can the vendor roll out the Smart Payphone/Wi-Fi Kiosks at the end of Metro Tel Inc.'s contract expiration?

    Response: It shall be up to the selected Respondent(s) to propose a schedule which is feasible. Respondent(s) may propose a schedule to begin at the end of the Metrotel contract. Respondent(s) may also propose to buy-out MetroTel's contract through the liquidated damages provision of said contract. The City may consider issuing a Letter of Intent in advance of the 5 year contract to allow selected Respondent(s) to mobilize and ramp up operations.

36. Does the City have current connectivity to traffic control cabinets at intersections?

    Response: Most traffic signals in Hoboken are not connected via fiber or cable network. Most Hudson County traffic signals are connected to a centralized network.

37. Is there a co-located communication node on electric meters in the City today?

    Response: The City is not aware of any co-located communication nodes on any electric meters. PSEG may require the metering of all separate installations/entities. However, a Special Purpose Vehicle may be able to streamline and economize the number of separate metered connections.

38. Are there any co-located (within electric meters) or standalone water metering today?

    Response: Not sure what the question is.

39. Is there any traffic data collection and event detection today?

    Response: No. The City collects traffic counts through standalone Automatic Traffic Recorders (ATR).

40. Can all advertising signage be in digital form?

    Response: All outdoor public advertising along public rights-of-way needs to be reviewed and approved by the NJDOT's Office of Outdoor Advertising. The NJDOT prohibits some forms of outdoor digital advertising. However, all indoor advertising may be in digital form.

41. As per the RFI, the telecommunications and wifi equipment and service might be subject the provisions of the Broadband and Telecommunications Service Law which limits contracts for service and equipment to seven years, with an option of a three year extension by mutual agreement of both parties. And at the same time, as per the RFI, concessions for public transit bus shelters and outdoor signage might be limited to

five year contracts pursuant to New Jersey Local Public Contracts Law. The question is, if both provisions are applicable to their respective fields, will certain items in the RFI have one contract duration and other items a different contract duration (if the RFI is responded to under the comprehensive approach consisting of most, if not all, of the items in the RFI)?

Response: Given the inconsistency between the Local Public Contracts Law and the Broadband and Telecommunications Service Law, it is conceivable that the duration of those elements will be different. Respondent(s) may submit proposals for each respective element of the Hoboken Smart City program.

42. Will the City consider the use of other properties for implementation of a smart city platform?

    Response: The City only has authority over municipally owned buildings, properties and rights-of-way. This covers a significant portion of the city. The City has no legal authority over non-municipally owned buildings, properties and other rights-of-way. Please refer to exhibits C-2 and C-8.

43. Will the City provide an expedited method of handling permits?

    Response: The City will expedite permitting of municipal permits and approvals. However, the City cannot expedite permitting from non-municipal agencies (i.e. Hudson County and State of New Jersey).

44. Length of the Lease: Mr. Marks stated that the City's program is based on the "concessions" provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, which have (sic) a duration of only five (5) years with a possible three (3) year extension. This is an extremely short duration of time in light of the significant capital investment to be made by ### in connection with its antenna facilities. We have worked with numerous municipalities that based their bids and leases on the Local Lands and Buildings Law, N.J.S.A. 40A:12-14, which does not contain a durational limitation on municipal leases. Based upon the comments that I received from other attendees of the Conference, I believe that the duration of any lease (or license) will be a significant factor in their decision as to whether to participate in Hoboken's Smart City Project. I therefore have the following request for clarification: Would Hoboken consider issuing the RFP based upon the Local Lands and Buildings Law, N.J.S.A. 40A:12-14, rather than the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, to avoid these time limits?

    Response: Please provide examples of municipalities which granted easements for installation of telecommunications equipment on municipal property.

45. **Green Acres:** One or more of the properties that ### is interested in submitting a RFP are encumbered with Green Acres restrictions. There are many procedural requirements that must be followed in order to obtain permission to utilize Green Acres parkland. Significantly, pursuant to Green Acres regulations, the City of Hoboken as the owner of the Green Acres parkland must be the applicant in connection with an application for a diversion permit and approval of the lease to utilize the parkland for any non-conservation purpose. N.J.A.C. 7:36-2.1. Is the City willing to be the applicant for all such permits and undertake the steps necessary to obtain the Diversion Permits? The procedural and substantive requirements include, but are not limited to the following:
    A. Hoboken, as the legal owner of the parkland, must be the Applicant. N.J.A.C. 7:36-2.1.
    B. A pre-application conference with DEP must be held. N.J.A.C. 7:36-26.7.(a)1.
    C. A scoping hearing must be held by the City Council in accordance with the requirements of N.J.A.C. 7:36-26.8(a)3. N.J.A.C. 7:36-26.7.(a)2.
    D. A pre-application must be submitted in accordance with the requirements of N.J.A.C. 7:36-26.9. N.J.A.C. 7:36-26.7.(a)3.
    E. Following Department approval of the pre-application, a final application may then be filed for Commissioner and State House Commission approval. N.J.A.C. 7:36-26.7.(a)4.
    F. A public hearing must be held on the final application, N.J.A.C. 7:36-26.7.(a) 5 and the public provided an opportunity to comment.
    G. The lease must be submitted to the DEP for approval at least 45 days before its effective date, or it is void. N.J.A.C. 7:36-25.14(a).
    H. The lease (because it will have a term greater than 2 years) must be approved by the Commissioner of the DEP and the State House Commission under N.J.A.C. 7:36-26. N.J.A.C. 7:36-25.14(b)2.iii.
    I. The rent received by Hoboken must be used for operating, maintenance, or capital expenses related to its funded parkland or to its recreation program as whole.

    Response: To avoid going through the Green Acres/State House Commission process, Respondent(s) may propose to install equipment along municipal right-of-way immediately adjacent to parks and open space. If Respondent(s)' installation or equipment must be situated in a Green Acres encumbered park/playground, then the City in its sole discretion, shall determine if the proposal warrants going through the Green Acres diversion process. If the City believes that an installation or equipment is indeed warranted, then the City shall be the applicant. In those instances, the City shall expect the full cooperation of the related Respondent(s).

46. **Obtaining Consent For Use of Structures:** We understand that one or more of the structures that ### is interested in mounting its antennas upon (street lights along the waterfront) are owned by the South Waterfront Operations Board, and not the City of Hoboken. We further understand that the City of Hoboken is member of the South

Waterfront Operations Board, but have unable to confirm the membership of the Board and whether the City can provide consent on behalf of the Board to allow ### to utilize these structures. We therefore have the following request for clarification: Will the City confirm the membership of the Board and obtain consent from the Board to allow ### to utilize these structures?

Response: If a Respondent proposes installation of equipment along the Hudson River waterfront which requires the approval of the South Waterfront Operations and Maintenance Board and the City, in its sole discretion, finds the installation or equipment compelling and responsive to the goals and objectives of this RFI/RPF, then the City may petition the South Waterfront and Operations Board to grant approval.

c. Quentin Wiest, Business Administrator
Brian Aloia, Esq. Corporation Counsel
Brandy Forbes, Director
John Morgan, Director
Leo Pellegrini, Director
Al Dineros, Purchasing Agent

CITY OF HOBOKEN, NEW JERSEY
Office of the Business Administration
Division of Purchasing

Request for Information (RFI):

Hoboken Smart City Project --Public Private Partnership (P3) Franchise/License Agreement(s) for Municipally Owned Property and Right-of-Way

Proposal Submission Deadline:
Wednesday, September 7, 2016
1:00 p.m. prevailing time

City of Hoboken
c/o Purchasing Department
94 Washington Street
Hoboken, N.J. 07030

CITY OF HOBOKEN

NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that the City is issuing this Request for Information ("RFI") from qualified businesses (e.g. outdoor advertising, eGovernment, telecommunications companies, IT system integrators, big data management etc.) in the State of New Jersey who wish to obtain a license to utilize city owned property and municipal right-of-way as approved by the Mayor or other designated municipal official for a contract term to be determined.

REQUEST FOR INFORMATION (RFI)

Hoboken Smart City Project --Public Private Partnership (P3) -- Franchise/License Agreement(s) for Municipally Owned Property and Right-of-Way

Be advise that no contract will be awarded using this RFI. All information gathered will be utilized by the City to decide the applicable step after this process.

Specification and other RFI information may be obtained at the Division of Purchasing, Hoboken City Hall, 94 Washington Street, Hoboken, NJ 07030, during regular business hours (9:00 am to 4:00 pm), or by calling (201) 420-2011 or emailing adineros@hobokennj.gov.

ATTEST:

_____

Al B. Dineros, QPA
Purchasing Agent

City of Hoboken
Department of Administration

SPECIFICATIONS FOR:

REQUEST FOR INFORMATION (RFI)
Hoboken Smart City Project --Public Private Partnership (P3) -- Franchise/License Concession Agreement(s) for Utilization of Municipally Owned Property and Rights-of-Way in Exchange for Municipal Public BenefitsTerm: Up to Seven Years, with a three (3) year option to extend

Pursuant to the Fair and Open Process described under N.J.S.A. 19:44A-1, et seq., the City is issuing this Request for Information ("RFI") from qualified businesses (e.g. outdoor advertising, eGovernment, telecommunications companies, IT system integrators, big data management, etc.) qualified to conduct business in the State of New Jersey who wish to obtain a franchise license concession agreement to utilize city owned property and municipal rights-of-way, as approved by the Mayor or other designated municipal official, for a contract term to be determined. Upon completion of the RFI process, if an RFP is issued and a contract awarded, the successful respondents shall have significant experience managing outdoor advertising signs, and/or telecommunications facilities and equipment.

Scope of Work and Nature of Services:

1. Overview: The City of Hoboken is an innovative community that seeks to use Information and Communication Technologies (ICTs) and other means to improve the quality of life, efficiency of urban operations, services and competitiveness, while ensuring that it meets the needs of present and future generations with respect to economic, social and environmental aspects. Under provisions of the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1 and N.J.A.C. 5:34-9.4, et seq.), the Broadband Telecommunications Service Law (N.J.S.A. 40:9D-1, et seq), and consistent with provisions of the New Jersey Roadside Sign Control and Outdoor Advertising regulations (N.J.A.C. 16:41C-1.1, et seq), the City of Hoboken seeks to utilize and leverage municipally owned buildings, equipment, facilities, properties and rights-of-way to generate revenue, supplement municipal services and enhance community amenities for residents and visitors alike. The City of Hoboken seeks to leverage its ownership of said municipal buildings, equipment, facilities, properties and rights-of-way through the creation of public private partnership(s) by granting limited and non-exclusive franchise /license concession agreement(s) to private businesses (e.g. outdoor advertising and telecommunications companies, etc). The City does not wish or intend to pay for any

equipment or services. Instead, the City seeks to capitalize on its ownership of said real and personal property to provide a free, superfast, encrypted public wifi network in public places/spaces and take advantage of sensors, data analytics and the Internet of Things (IoT) to improve municipal operations and efficiencies as well as the quality of life for local residents. For the purposes of this RFI, "superfast" shall mean 1 gigabyte per second or City approved equivalent. The City will consider accepting proposals from single companies for installations on any of the properties listed below. However, the City highly recommends and strongly supports that respondent(s) create a consortia (special purpose vehicle) to formulate a comprehensive response, approach and proposal to address all or most of the items listed below. All physical installations shall be consistent with and complementary to Hoboken's Branding Report and Citywide Wayfinding program (Exhibit C-1). The City expects respondent(s) to own, operate and maintain all equipment installed under the terms of this RFI and take advantage of accelerated depreciation and other state and federal tax credits available. It is expected that any/all excess revenues and/or profits generated from public advertising and/or franchise and/or concession agreement(s) of said municipal real and personal property will be shared with the City via a formula proposed by respondent(s) and accepted by the City. However, the final selection process will likely be based upon both the qualitative and quantitative merits of each respective proposal judged against selection criteria determined in response to this RFI. Upon issuance of the RFP, the City may reserve the right to select one or more proposals from respondent(s) who meet or exceed the goals and objectives outlined herein. Pursuant to the New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq) and the Broadband and Telecommunications Service Law (N.J.S.A. 40:9D-1, et seq) the City of Hoboken shall use competitive contracting provisions for concessions as the basis for award of selected proposals upon issuance of the final RFP.

2. Legal Compliance: The final RFP will note that it shall be the responsibility of successful vendor(s) to comply with all applicable federal, state, county and municipal laws, regulations and ordinances, including, but not limited to the New Jersey Roadside Sign Control and Outdoor Advertising Act and Broadband Telecommunications Service Law, and obtain all necessary permits and approvals and submit all necessary permit applications and permit fees for same. Respondent(s) should be aware that Prevailing Wage may be required for work and activities covered under this RFI, pursuant to the New Jersey Broadband Telecommunications Service Law (N.J.S.A. 40:9D-8, et seq.) in performance of all work and services related to the contract award.

3. Utility Fees: The final RFP will note that it shall be the responsibility of successful vendor(s) to obtain and pay for all necessary utility permits and fees, as well as recurring costs for electric, telephone, cable, wireless internet, etc.

4. State and Local Approvals: The final RFP will note that it shall be the responsibility of success vendor(s) to complete all applications and submit related plans to appropriate review agencies, including but not limited to the Hoboken Construction Code Official, Hoboken Zoning Officer, Hoboken Planning Board, Hoboken Historic Preservation Commission, Hudson County Engineer, New Jersey Local Finance Board, the New Jersey Department of Environmental Protection, New Jersey Department of Transportation and New Jersey State Historic Preservation Office. The respondent(s) will be required to submit a comprehensive infrastructure and signage package that maps out the locations and design details of all proposed project elements. The respondent(s) will work closely with City staff during this design phase in advance of any required review by the City's reviewing and approval entities.

5. Escrow Deposit(s): The final RFP will note that it shall be the responsibility of success vendor(s) to submit escrow deposit(s) to the City to cover all costs associated with site plan review including engineering, planning, legal and administrative expenses for the review and approval of all proposed installations and improvements as described herein.

6. Americans with Disabilities Act Compliance: The final RFP will note that it shall be the responsibility of success vendor(s) to comply with all applicable ADA and handicapped accessibility requirements and guidelines.

7. Green Acres Restrictions: The final RFP will note that it shall be the responsibility of success vendor(s) to obtain all permits and approvals for installations proposed for all parks, playgrounds, open spaces and other real properties encumbered by the New Jersey Green Acres program.

8. Historic Properties: The final RFP will note that it shall be the responsibility of success vendor(s) to obtain all permits and approvals for installations proposed for historic properties designated on the state and/or national register(s) of historic places, or deemed eligible for designation by same. Proposed installations shall not be determined to encroach on the historic resources or integrity of said historic properties, by the appropriate authorities (i.e. Hoboken Historic Preservation Commission and/or the New Jersey State Historic Preservation Office).

9. Advertising Content: No sign or signage shall contain content or images which may be considered offensive or objectionable to the general public, including the use of obscene, profane, vulgar, defamatory, or inflammatory language, sexually explicit material, or depictions of alcohol, tobacco products, firearms, illicit drugs or drug paraphernalia.

10. Business Plan: Respondent(s) shall submit a business plan with organizational chart(s), indicating the experience of the firm(s) and existing contracts for similar activities and services, the credentials and experience of principals, project managers and technical staff as well as financial proformas and projections of anticipated start-up and recurring costs and revenues. Said business plan shall include an operations and maintenance plan, as well as a projected timeline and schedule for the installation of improvements with key milestones identified. The business plan shall identify all relevant financial and operational information, including, but not limited to: 1) the costs and source of funding for those costs that are associated with the installation, maintenance and operation of the wireless internet service and associated infrastructure; 2) a projected implementation schedule for the wireless internet service network and the projected location of the network's infrastructure; 3) a description as to how the service is to be provided and what geographic area is to be covered by such service; 4) an evaluation of the current availability of wifi internet service provided by private entities within the area of interest to identify appropriate broadband service linkages, partners, and applications; 5) a review of the risks, financial and otherwise, associated with the service and infrastructure; 6) a study that considers other alternatives for the deployment of the service and infrastructure, including, but not limited to, other business models and use of different private entities; 7) a review to determine the most appropriate technology and feasibility, including the design of the infrastructure and related equipment used for such deployment; 8) a description of the respondent's commitment and safeguard of privacy, cyber-security and data protection; and 9) identification of Key Performance Indicators (KPIs) with an action plan to achieve agreed-upon targets. Respondent(s) shall acknowledge that the City shall own all data derived and generated from the Internet of Things (IoT) sensor network and shall provide a digital cloud-based dashboard to provide real-time data in tabular, graphic and geographic (GIS) formats with "heat maps" of system usage (i.e. anonymous location-based analytics from wifi data to gather statistics on footpaths and dwell times, trends analysis, and historical comparisons). Respondent(s) shall also provide the data in an open platform for other third parties to view and use (i.e., mobile enabled website or mobile app). Respondent(s) who fail to acknowledge ownership of the data or adequately operate or maintain said data or improvements in a form or fashion acceptable to the City, or achieve key milestones within an acceptable timeline may be subject to disqualification and cancellation of franchise/license agreement. Respondent(s)' business plan shall be made available to the general public and may be submitted for review and comment to the New Jersey Local Finance Board, which may seek comments about the plan from other appropriate State agencies and the public.

11. Quality Assurance/Quality Control: The final RFP will note that designated respondent(s) shall meet with municipal representatives on a regular basis, no less than

four times per year, and provide monthly revenue projections and data metrics generated from each respective installation.

12. Duration of Contract: Respondent(s) shall propose the length of contract which would be necessary to effectuate the installation of improvements as well as long term operation and maintenance of improvements. Respondent(s) are advised that telecommunications and wifi equipment and service may be subject to the provisions of the Broadband and Telecommunications Service Law (N.J.S.A. 40:9D-7, et seq.) which limits contracts for service and equipment to seven (7) years, with an option of a three (3) year extension by mutual agreement of both parties. Respondent(s) are also advised that concessions for public transit bus shelters and outdoor signage may be limited to five (5) year contracts pursuant to New Jersey Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.).

13. Privacy: The City of Hoboken takes privacy very seriously and will never sell any personally identifiable information or share with third parties for their own use. The free, superfast, encrypted public wifi network shall be provided in a private, safe and secure manner as approved by the city or its duly designated representative(s).

14. Public Service Announcements: The final RFP will note that it shall be the responsibility of success vendor(s) to dedicate no less than 10% of public advertising space on a daily basis to public service announcements. Public service announcements shall benefit bona fide 501C3 charitable organizations. Respondents shall also assist the City of Hoboken promote local community and/or municipal causes by raising awareness, changing public attitudes and/or behavior related to public health or social issues. For municipally sponsored public service announcements, respondent(s) shall provide the artwork/advertising copy for each respective public service announcement.

15. Pre-submission Conference: The City of Hoboken will conduct a pre-submission conference open to all potential respondents at 11 a.m. on Wednesday July 20, 2016 in the City Hall basement conference located at 94 Washington Street in Hoboken, N.J.

16. Request(s) for Information (RFI): Respondent(s) shall submit questions and clarifications in writing to the Hoboken Division of Purchasing by 12 p.m. (EST) on Wednesday August 3, 2016.

17. Smart and Connected Municipal Buildings:

A. The City seeks to contract with a vendor who will provide a free, superfast, encrypted, public wifi network within 100' of each municipal building (see Exhibit C-2).
B. The City seeks to contract with a vendor who will install a digital touch-screen directory/kiosk within the lobby of each municipal building. The City also seeks to contract with a vendor who will install an Internet of Things (IoT) sensor network to measure and provide real time (and longitudinal) data including, but not limited to: date, time, temperature, humidity, weather forecasts, noise and local air quality information, as well as real time energy and water usage for each respective municipal building. Respondent(s) may submit proposals to install the digital touchscreen sign/kiosk within the lobby of each respective municipal building. Said digital touchscreen sign/kiosk shall also provide information on municipal services and community amenities. Digital content may be supplemented with the use of paid advertising. Kiosk hardware and software as well as digital content and paid advertising shall be managed by the selected respondent(s) and shall be reviewed and approved by a designated municipal representative.
C. Respondents may also submit proposals to install telecommunications antennas and facilities on the rooftops of each respective municipal building. Site plans for telecommunications installations proposed for municipal buildings shall be submitted to municipal representative(s) for review and approval in a process consistent with the City's telecommunications ordinance. In such case, respondents' qualified licensed professional architects, engineers and planners shall attest to the structural integrity of each respective building rooftop. Respondents' licensed professionals shall provide written plans, specifications and reports attesting that said telecommunications installations shall have no adverse impact on life, health or safety of building occupants, neighbors or visitors. All installations of telecommunications equipment on/in historic buildings, properties or structures shall use stealth strategies to conceal said installations from view of the general public. Plans, specifications and reports for such installations shall be submitted to the Hoboken Historic Preservation Commission and the New Jersey State Historic Preservation Office for their respective review and approval.

18. Smart Parking: The specifications for Smart Municipal Buildings also apply to the 5 municipal parking garages in Hoboken. For each municipal parking garage, sensors, data, and signage may also address the number of available parking spaces within each respective garage. The City also seeks proposals that incorporate sensors, data, and signage to provide real-time on-street parking availability information. The City may permit the use of the exterior facades of each respective parking garage and/or DPW

garage for artistic murals if proposals are considered sufficiently creative and aesthetically appropriate by duly designated representatives of the mayor, administration or municipal office of cultural affairs. Said murals may have either a commercial component or give credit to businesses or person(s) through a sponsorship sign acknowledgement. Said sponsorship sign shall be no more than 10% of the surface area of said mural. The city may also consider proposals for granting 'naming rights' of respective municipal buildings and/or garages if those 'naming rights' are compelling, consistent with the goals and objectives of this RFI, and in the best interests of the city.

19. Smart Public Transit Bus Shelters: There are approximately 40 designated public transit bus stops in Hoboken with approximately 24 public transit bus shelters (see Exhibit C-3). The City of Hoboken seeks to contract with a vendor who will improve and upgrade its duly designated bus stops with modern public transit bus shelters. The selected respondent(s) shall replace all existing public transit bus shelters with modern steel and glass structures. Respondents may propose to install new public transit bus shelters at bus stops where there are currently no shelters. New shelters shall have sufficient pedestrian clearance and meet all ADA standards for handicapped accessibility.

All structures shall be resistant to extreme weather and vandalism. All public transit bus shelters shall be affixed to 4" thick concrete pads and have seating and electronic signage with scrolling date, time, temperature and transit information (i.e. time of next bus, route #, etc.). All transit bus shelters shall provide multiple free USB charging stations and a free, superfast, encrypted public wifi network within a 100' radius of each structure.

The City also seeks to install an Internet of Things (IoT) sensor network at each location to measure and provide real time (and longitudinal) data including, but not limited to: date, time, temperature, humidity, noise levels, local air quality information and the availability of nearby on-street parking or parking within nearby municipal parking garage(s). Respondent(s) shall own, operate and maintain each public transit bus shelter structure and provide weekly cleaning services and keep each structure in a state of good repair.

Respondent(s) may install outdoor advertising in each public transit bus shelter in accordance with the provisions of the New Jersey Roadside Sign Control and Outdoor Advertising Act. It shall be the responsibility of the respondent(s) to energize each transit bus shelter. The City of Hoboken supports the installation of solar

panel(s)/photovoltaic cell(s) atop each shelter to reduce energy costs and provide resilient, redundant, reliable and renewable electrical service in case of power outage.

20. Smart Payphone/Wifi Kiosks: There are approximately 35 outdoor public payphones in Hoboken (see Exhibit C-4). The City seeks to contract with a vendor who will convert each of the existing outdoor payphones into a free, superfast, encrypted public wifi kiosk with free telephone service, free USB charging stations and a digital screen for free internet browsing with access to city services, maps and directions, similar to New York City's "LinkNYC".

The City also seeks to contract with a vendor who will install an Internet of Things (IoT) sensor network at each location to measure and provide real time (and longitudinal) data including, but not limited to: date, time, temperature, humidity, noise levels, local air quality information and the availability of nearby on-street parking.

The City of Hoboken is currently engaged in a contract with outdoor payphone company Metro Tel, Inc. which expires on 09/17/2018. Respondent(s) proposing to replace the existing outdoor payphone locations before expiration of the Metro Tel, Inc. contract shall assist the City in terminating said contract and shall be solely responsible for the financial cost of terminating the contract with Metro Tel, Inc. Respondent(s) shall reimburse the City of Hoboken for all liquidated damages, defined in the Metro Tel, Inc. contract as lost revenues minus commission paid to the City for each payphone or internet terminal. Lost revenue will be determined using the average monthly revenue from the last twelve months multiplied by the number of remaining months under the agreement. Metro Tel, Inc. may at its option require that such payment be made before Metro Tel, Inc. will disconnect and remove its payphone(s). The respondent shall also be responsible for all costs and legal fees incurred to collect such charges, or to enforce Metro Tel, Inc.'s rights or remedies under the agreement.

All wifi kiosk structures shall be resistant to extreme weather and vandalism. All wifi kiosks shall provide multiple free USB charging stations and a free, superfast, encrypted public wifi network within a 100' radius of each structure. The free, super-fast, encrypted public wifi network shall be provided in a private, safe and secure manner as approved by the city or its duly designated representative(s). During emergency events, the Hoboken Office of Emergency Management or Municipal Police Department should have the ability to broadcast emergency information through the kiosk touchscreen(s). Respondent(s) may also propose incorporating emergency call buttons with two way communications to the municipal police department as a feature of the kiosk. Respondent(s) shall own, operate and maintain each kiosk and provide weekly cleaning services and keep said kiosks in a state of good repair.

Respondent(s) may utilize advertising on each kiosk in accordance with the provisions of the New Jersey Roadside Sign Control and Outdoor Advertising Act. It shall be the responsibility of respondent(s) to energize each kiosk. The City of Hoboken supports the installation of solar panel(s)/photovoltaic cell(s) atop each kiosk to reduce energy costs and provide resilient, redundant, renewable and reliable electrical service in case of a power outage.

21. Smart Trash and Recycling Receptacles: The City of Hoboken currently owns 55 "Big Belly" wifi enabled solar powered trash and recycling receptacles (see Exhibit C-5). The City seeks to contract with a vendor who will add to the number of solar powered trash and recycling receptacles (Big Belly or approved equivalent) in municipal parks, adjacent to municipal buildings and along municipal commercial corridors. Said trash and recycling receptacles shall have the ability to communicate to municipal offices when they are full and the weight of trash inside each receptacle. Respondent(s) may submit proposals to affix outdoor advertising signage on each existing trash and recycling receptacle consistent with the provisions of the New Jersey Roadside Sign Control and Outdoor Advertising Act. Respondent(s) may also propose to install new receptacles at their own expense, in the aforementioned desired public places/spaces. Telecommunications companies may propose new receptacles to conceal telecommunications antennas and related equipment. While the city will be responsible for the regular pickup of trash and recyclables from said receptacles, it shall be the responsibility of respondent(s) to own and maintain new receptacles and keep same clean and in a state of good repair.

22. Smart Streets, Streetlights and Traffic Signals: The City of Hoboken has plans to rehabilitate Washington Street and turn it into a "smart street" through the installation of an underground conduit for the backbone of a fiber optic network. The fiber optic conduit will have laterals and hand holes at each intersection. The Washington Street rehabilitation project will also include 15 new traffic signals which are designed to accommodate mounted telecommunications antennas and related equipment. The Washington Street project is likely to be completed by October 2017. Respondent(s) may propose to install stealth telecommunications antennas and equipment, consistent with aforementioned provisions, described at length herein.

The City does not generally own streetlamps and has no authority to give permission to co-locate telecommunications antennas or equipment on same. However, respondent(s) may propose signage or telecommunications equipment on streetlamp poles and may propose to install said streetlamp poles at their own expense and shall operate, maintain and clean said poles on a weekly basis for the duration of this contract.

There are many existing municipally-owned traffic signal poles throughout the City of Hoboken. The City will consider proposals to add sensors, wifi and telecommunications equipment on municipally owned poles. Respondent(s) may submit proposals to utilize said poles in a manner which is consistent with the goals and objectives of this RFI. In such case, respondent(s) shall also provide engineering plans and analysis verifying that said poles have the structural integrity and capacity to safely accommodate proposed equipment.

Outdoor signage or telecommunications equipment proposed for said traffic signal poles shall also be consistent with provisions of the City of Hoboken's Wayfinding and Signage program. Respondent(s) may also propose to utilize other municipally owned traffic signal poles throughout the city, so long as respondents propose stealth telecommunications antennas and equipment to conceal said equipment.

23. Smart Taxicabs and "HOP" Buses: There are approximately 65 municipally-licensed taxi-cabs and five (5) municipal "HOP" shuttle buses in Hoboken. The City of Hoboken seeks to contract with a vendor who will provide a mobile "hotspot" for a free, superfast, encrypted public wifi network on each HOP shuttle bus. Respondent(s) may also propose to install advertising signage and identification markings on each taxicab to generate revenue to defer the cost of this alternate. Respondent(s) may propose to install digital signage that shows each respective HOP bus along its route (i.e., HopTraxx) and its expected arrival time at a particular location. At a minimum, one sign at Hoboken Terminal, one at the Multi-Service Center, and at least two near Hoboken Housing Authority properties. Other possible locations may include ShopRite, Acme, Stevens, CarePoint Hospital, Hoboken High School, Wallace School, and First Street Retail District.

24. Adopt a Rain Garden Program: The City of Hoboken recently completed the installation of cisterns, bioswales, rain gardens, and shade trees at City Hall. The City is installing one rain garden and four bioswales along First Street. The City will be installing 15 new rain gardens along Washington Street. The City will begin construction of a new one acre park with rain gardens and bioswales in the Southwest corner of the City on Block 12. The City seeks proposals for the long term maintenance and operations of said rain gardens and green infrastructure through the creation of an "Adopt a Rain Garden" program. Respondent(s) may submit proposal(s) to recruit sponsors for each rain garden, bioswale and green infrastructure location. Respondent(s) may propose a placard sized interpretive and sponsorship sign (no larger than 12"'x18") which may be affixed to each respective rain garden and/or bioswale location (e.g. "This Rain Garden sponsored by Juan's Cafe"). Respondent(s)

may also propose installing park bench (es) with outdoor advertising signage adjacent to each respective raingarden. In such case, park bench (es) shall be made of durable materials (pressure treated lumber, steel or concrete), shall be resistant to extreme weather and vandalism, and shall be securely affixed to the ground. The advertising revenue from each sponsorship sign and/or park bench shall be used to defer the cost of regular and routine cleaning and maintenance of same. Maintenance shall include weekly cleaning, weeding and removal of waste, debris and litter. Respondent(s) may submit proposals to install an Internet of Things (IoT) sensor network at each rain garden location to measure real time and longitudinal data including temperature, humidity, noise, air quality and water quantity.

25. Adopt a Gateway/Wayfinding Sign Program: The City of Hoboken is installing Gateway and Wayfinding signs throughout the city (see Exhibit C-7). There will be approximately 8 Gateway signs, 8 double sided kiosks, 26 directional signs with 5 blades per sign, and 14 parking blade signs (see Exhibit C-6). Gateway signs, wayfinding kiosks and directional blade signs welcome visitors to Hoboken and direct people to community facilities and amenities. Once installed these signs will need to be properly maintained (regularly cleaned and repaired as necessary). Respondent(s) may submit proposals to maintain said signage through an “Adopt a Sign” program whereby sponsors shall pay for the on-going maintenance and cleaning of said signs and receive sponsorship space/recognition. In such case, the sponsorship portion of each sign shall not be more than 10% of the surface area of each respective sign installation. The sponsorship portion of each sign shall be in a font, typeface, color, size, material and finish consistent with, and complementary to the rest of each respective sign. Respondent(s) may also propose to install park bench (es) at or near each respective sign location with outdoor advertising signage. In such case, park bench (es) shall be made of durable materials (pressure treated lumber, steel or concrete), shall be resistant to extreme weather and vandalism, and shall be securely affixed to the ground. Respondent(s) shall regularly and routinely inspect, monitor, clean, maintain and keep said signs and/or park bench (es) in a state of good repair.

26. Adopt a Park Sign Program: The City of Hoboken has approximately 20 municipal parks and playgrounds (see Exhibit C-8). Many of the parks and playgrounds lack sufficient, appropriate and/or aesthetically pleasing welcome signs and/or park regulation signs. Respondents may propose to install a poster size (no larger than 4’x8’) welcome sign at each respective park which shall be made of durable materials (e.g. resin, pressure treated lumber or steel) and shall be resistant to extreme weather and vandalism. Said welcome signs shall identify the name of the park and other relevant/related park information (i.e. park hours, park map or park orientation diagram, etc.). Said welcome signs shall be properly affixed or anchored to footings or

foundations as necessary and appropriate. Respondent(s) may propose to affix a removable sponsorship sign underneath/below each respective welcome sign. In such case, the sponsorship sign shall identify the name of the person or business which contributed toward installation of the sign (e.g. “This sign brought to you by Juan’s Cafe”). Sponsorship signs shall be no larger than 10% of the surface area of the welcome sign. Sponsorship signs shall use complementary typefaces, fonts, materials, finishes and colors as the welcome signs. Respondent(s) may also propose to install park bench (es) at or near each respective park sign location with outdoor advertising signage. In such case, park bench (es) shall be made of durable materials (pressure treated lumber, steel or concrete), shall be resistant to extreme weather and vandalism, and shall be securely affixed to the ground. Respondent(s) shall regularly and routinely inspect, monitor, clean, maintain and keep said signs and/or park bench (es) in a state of good repair.

27. Disposal of Property: At the end of each respective franchise/license concession agreement, successful vendor(s) under the RFP shall agree to remove all installed equipment at its sole expense, unless otherwise agreed upon by duly designated representatives of the municipality and respondent(s). Upon mutual consent, respondent(s) may sell said installations to the City of Hoboken for a nominal fee or an amount that is mutually agreed upon by representatives of both parties. If respondent(s) and municipal representatives do not agree upon a price for purchase of said installations at the termination of the franchise/license agreement, then respondent(s) shall remove all installations at their sole expense and paint, patch, repair, rehabilitate or clean installation site to the greatest extent practicable.

28. **Anticipated Schedule:**

Advertisement of Request for Information (RFI):	**June 30, 2016**
Pre-submission Conference:	**July 20, 2016**
Vendor Request for Clarification (RFI) to City:	**August 3, 2016**
City response to Request for Clarification:	**August 24, 2016**
Deadline of Submission in response to RFI:	**September 7, 2016**
City Issues (RFP) Request for Proposal(s):	**October 5, 2016**
Proposals Due (Response to RFP):	**October 26, 2016**
Franchise Agreement(s)/License(s) Awarded:	**November 16, 2016**

29. **SUBMISSION OF PROPOSALS**

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as “City,” in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of these specifications.

2. Sealed proposals will be received by the designated representative at the time and location as stated in the Notice to Vendors, and at such time and place will be publicly opened. The City reserves the right to postpone the date for presentation and opening of Proposals.

3. The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # of the contract being proposal. There shall be one (1) original and two (2) hard copies and one (1) electronic copy (CD/USB) of the proposal submitted.

4. It is the Vendor's responsibility that proposals are presented to the City at the time and at the place designated. Proposals may be hand delivered or mailed; however, the City disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.

5. Sealed proposals forwarded to the City before the time of opening of proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.

6. Each proposal must give the full business address**,** business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
   - Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
   - Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
   - Proposals by sole-proprietorship shall be signed by the proprietor.
   - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

8. Vendor should be aware of the following statutes that represent “Truth in Contracting” laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Vendor should consult the statutes or legal counsel for further information.

9. **Vendor is responsible for marking confidential and proprietary information which must be guarded and will not be shared to the public without prior approval from the vendor.**

CITY OF HOBOKEN
Office of Corporation Counsel

DAWN ZIMMER
Mayor

BRIAN ALOIA, ESQ.
Corporation Counsel

LEGAL MEMORANDUM

To: Stephen D. Marks, Business Administrator
Cc: Mayor Dawn Zimmer; Corporation Counsel Brian Aloia, Esq.; Municipal Manager Patrick Wherry
From: Alyssa L. Bongiovanni, Esq.
Date: November 8, 2016
Re: ***Legality of Procuring Smart City Concession Pursuant to N.J.A.C. 5:34-9.4(d)***

Corporation Counsel has been asked to prepare an opinion regarding the legality of procuring concessions relative to the Hoboken Smart City Project in accordance with the requirements of N.J.A.C. 5:34-9.4(d)(1).

Background:

The City of Hoboken ("the City") issued a Request for Information ("RFI") for the Hoboken "Smart City" project seeking information from potential vendors to enter into franchise/license agreement(s) for municipally owned property and rights-of-way. Through the Smart City project, the City seeks to utilize and leverage municipally owned buildings, equipment, facilities, properties, and rights-of-way to generate revenue, supplement municipal services, and enhance community amenities. The City plans to grant limited and non-exclusive franchise/license concession agreement(s) to private businesses in order to provide a free, superfast, encrypted public Wi-Fi network in public places in addition to other technological enhancements throughout the City. The City does not plan to pay for any equipment or services.

The RFI was issued and proposals were received on September 7, 2016. The City is now prepared to utilize competitive contracting to award a contract or contracts to certain vendors. However, prior to procuring a concession, the governing body of the contracting unit must obtain an opinion from legal counsel regarding the legality of

94 Washington Street, Hoboken, NJ 07030
(201) 420-2057 Fax (201)792-1858

procuring the concession and pass a resolution authorizing the procurement of the concession.

Legality of Procuring the Concession:

Pursuant to Local Public Contracts Law 40A:11-2(37) a "concession" is defined as:

> the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit.

Pursuant to N.J.A.C. 5:34-9.4(b)(3), a concession specifically includes the use of public space or facilities for advertising in exchange for fees or services. Pursuant to 40A:11-4.1, competitive contracting may be used by the local unit in procuring a concession.

As noted above, the City has already issued an RFI and obtained informational responses relative to this program. The City now plans to utilize competitive contracting in accordance with N.J.S.A. 40A:11-4.1 to grant non-exclusive licenses and/or franchise agreements to vendors, which concessions will cover the entire cost of the "Smart City" technological improvements that are planned. The Administration anticipates that this concession program will be at no cost to the City and will provide wide ranging benefits to all citizens now and in the future.

It is the opinion of Corporation Counsel that procuring concession(s) as outlined in the Hoboken Smart City Project RFI is legal and in accordance with the applicable law.

Best Regards,

//s//

Alyssa L. Bongiovanni, Esq.
Assistant Corporation Counsel

94 Washington Street, Hoboken, NJ 07030
(201) 420-2057 Fax (201)792-1858

94 Washington Street, Hoboken, NJ 07030
(201) 420-2057 Fax (201)792-1858

SPONSORED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO.:_____

RESOLUTION AWARDING A CONTRACT TO ZURICH INSURANCE GROUP TO PROVIDE ENVIRONMENTAL INSURANCE SERVICES FOR THE CITY OF HOBOKEN'S REAL ESTATE ACQUISITION AND DEVELOPMENT OF THE BASF/COGNIS SITE

WHEREAS, the City of Hoboken requires environmental insurance to be procured relative to the real estate acquisition and development of the BASF/Cognis site; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-5(m), the purchase of insurance is an exception to the bidding requirements set forth in Local Public Contracts law; and,

WHEREAS, the City has received a proposal (attached hereto) for said environmental insurance services from Zurich Insurance Group which has a policy premium in the amount of $120,400.00; and,

WHEREAS, Zurich Insurance Group is in compliance with the City's Public Contracting Reform Ordinance (§20A of the Hoboken Municipal Code), as they have submitted the required "Pay-to-Play" forms; and,

WHEREAS, the Administration therefore recommends awarding a contract to Zurich Insurance Group in the total premium amount of $120,400.00 for environmental insurance services as delineated in the attached proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract is awarded to Zurich Insurance Group in the not to exceed amount of $120,400.00 for environmental insurance services in accordance with the proposal of Zurich Insurance Group dated November 7, 2016; and,

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

1. The award of this contract is subject to finalization of the contract terms.
2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The mayor, or her designee, is hereby authorized to execute an agreement as outlined herein.

Meeting Date: November 14, 2016

Councilperson	Yea	Nay	Abstain	No Vote
Ravinder Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffanie Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

APPROVED:

APPROVED AS TO FORM:

_____
STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

_____
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO ZURICH INSURANCE GROUP TO PROVIDE ENVIRONMENTAL INSURANCE SERVICES FOR THE CITY OF HOBOKEN'S REAL ESTATE ACQUISITION AND DEVELOPMENT OF THE BASF/COGNIS SITE

AMOUNT TO BE CERTIFIED:

$120,400.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-711-120

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $120,400.00 is available in the following appropriation: C-04-60-711-120 and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	STANFORD RISK MANAGEMENT SERVICES, INC.
Trade Name:	
Address:	11 ORCHARD DRIVE CLIFTON, NJ 07012
Certificate Number:	0688905
Effective Date:	December 29, 1997
Date of Issuance:	February 02, 2009

For Office Use Only:

20090202123659698

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

CONTRACTOR INSTUCTIONS

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

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

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

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

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

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

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

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

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

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

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

POLITICAL CONTRIBUTION DISCLOSURE FORM

PART II – CITY OF HOBOKEN DISCLOSURE LIST

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:	Stanford Risk Management Services, Inc.	
Address:	10 Thomas Road	
City: Lafayette	State: NJ	Zip: 07848

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

Signature

Printed Name: John J. Campanile

Title: President

PART II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A 19:44-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit. ***If your response is N/A or NONE please write same hereunder – blank sections will be returned as incomplete.***

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant to N.J.S.A 19:44A-20.26
Page: Of:
Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount

STOCKHOLDER/INTEREST HOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders / Interest Holders:

Name: John J. Campanile Home Address: 10 Thomas Road, Lafayette, NJ 07848	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me on this 3rd day of November, 2016.

(Notary Public)

My commission expires

Anis Elezovic
(Affiant)

Anis Elezovic Notary Public
(Print name & title of affiant)

ANIS ELEZOVIC
Notary Public
State of New Jersey
My Commission Expires Feb. 23, 2021

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C 17:27-5.3, of its workforce needs, and request referral of minority and women workers.

(2) To notify any minority and woman workers who have been listed with it as awaiting available vacancies.

(3) Prior to commencement of work, to request that the local construction trade union refer minority and woman workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement and arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statues and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A 10:5-31 et. Seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor.

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

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

II. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

III. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or of the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its file, and send a copy to the public agency compliance officer and to the Division

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

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

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

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

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

Endorsement #

Sanctions Exclusion Endorsement

Policyholder: CIty of Hoboken

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Z Choice® Pollution Liability Declarations

STEADFAST INSURANCE COMPANY
Dover, Delaware
Administrative Offices – 1299 Zurich Way
Schaumburg, Illinois 60196

THIS POLICY PROVIDES COVERAGE ON A DISCOVERY AND/OR CLAIMS-MADE AND REPORTED BASIS DEPENDING UPON THE COVERAGE LISTED AS PROVIDED BELOW. PAYMENT OF DEFENSE COSTS ERODES THE APPLICABLE LIMITS OF LIABILITY. THE ITEMS BELOW MAY BE MODIFIED BY ENDORSEMENT. READ THE DECLARATIONS, POLICY, AND ALL ENDORSEMENTS CAREFULLY.

Policy Number: **Renewal of:**

Item 1. Named Insured: **City of Hoboken**

Address: 94 Washington Street
Hoboken, NJ 07030

Item 2. Policy Period: From: 12/1/2016 To: 12/1/2026
12:01 A.M. Local time at the address shown in Item 1.

Item 3. Limits of Liability: $10,000,000 Each Pollution Event Limit

$10,000,000 Aggregate Policy Limit

See Schedule of Covered Locations (Financial Assurance) for applicable Financial Assurance Limits to the extent coverage for Financial Assurance is provided

Supplementary Payments Limits:

$50,000 Crisis Management Expenses Limit

$50,000 Green Remediation Expenses Limit

$50,000 Green Standards Expenses Limit

$50,000 Insured Compensation Expenses Limit

Item 4. Deductible: $50,000 Each Pollution Event

Item 5. Coverages:

This policy provides coverage only with respect to the specific Insuring Agreements indicated below and as described in the Z Choice® Pollution Liability policy and/or any endorsements. If the word YES appears in the PROVIDED column corresponding with an insuring agreement listed below, it means that such coverage is provided in this policy. If the space on this Declarations in the PROVIDED column is blank or blacked out it means that such coverage is not provided in this policy.

INSURING AGREEMENTS	PROVIDED
Coverage A: Cleanup Costs – Onsite and/or Offsite Existing and/or New Pollution Event	
Existing Pollution Event	
On-Site First Party Discovery	**YES**
On-Site Third Party Liability	**YES**
Off-Site First Party Discovery	**YES**
Off-Site Third Party Liability	**YES**
New Pollution Event	
On-Site First Party Discovery	**YES**
On-Site Third Party Liability	**YES**
Off-Site First Party Discovery	**YES**
Off-Site Third Party Liability	**YES**
Coverage B: Bodily Injury, Property Damage and Natural Resource Damages – Onsite and/or Offsite Existing and/or New Pollution Event	
Existing Pollution Event	
1. On-Site	**YES**
2. Off-Site	**YES**
New Pollution Event	
1. On-Site	**YES**
2. Off-Site	**YES**
Coverage C: Non Owned Location Liability	**YES**
Coverage D: Transportation Liability	**YES**
Coverage E: Incidental Contractor's Pollution Liability	**YES**
Coverage F: Loss of Business and/or Rental Income	
Loss of Business Income	**YES**
Loss of Rental Income	**YES**
Coverage G: Emergency Expenses	**YES**

Item 6. Coverage F Period of Indemnity: 365 Days

Item 7. Coverage F Waiting Period: 5 Days

Item 8. Policy Premium: $120,400

Item 9. Broker: Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

Schedule of Forms and Endorsements

Form/Endorsement Title	Form Number
Z Choice® Pollution Liability	STF-EPC-100-C
Sanctions Exclusion Endorsement	U-GU-1191-A
Important Notice - In Witness Clause	U-GU-319-F
Disclosure of Important Information Relating to Terrorism Risk Insurance Act	U-GU-630-D
Cap on Losses from Certified Acts of Terrorism	U-GU-767-B
Nuclear Exclusion	STF-EPC-312
Schedule of Covered Locations	STF-EPC-311
Additional Named Insureds	STF-EPC-326
Additional Insured	STF-EPC-330
Choice of Law	STF-EPC-302
Retroactive Dates	STF-EPC-309
E-Discovery Expenses	STF-EPC-307
Disclosed Documents	STF-EPC-328
Historical Fill and Urban Fill Exclusion	STF-EPC-MAN-2 (10-04-16)
Known Pollution Event Schedule – Excluding Cleanup	STF-EPC-304
Schedule of Insured Contracts	STF-EPC-317
Responsible Insured Policy Amendment	STF-EPC-325
Deed Restrictions and Land Use Controls Exclusion	STF-EPC-329
Amendment of Policy Form	STF-EPC-MAN-1
Waiver of Subrogation	STF-EPC-332
Minimum Earned Premium Endorsement - 100% at policy inception	STF-EPC-334
New Jersey Changes - Cancellation and Nonrenewal	STF-EPC-331-A NJ

Z Choice® Pollution Liability Policy

This policy provides coverage on a discovery and/or claims-made and reported basis depending upon the coverage specifically listed as provided in Item 5. of the Declarations. A "pollution event" must be first "discovered" during the "policy period" and reported to us in writing during the "policy period" or applicable extended reporting period. A "claim" must be first made against an "insured" during the "policy period" or optional extended reporting period, if purchased, and such "claim" must be reported to us in writing during the "policy period" or applicable extended reporting period. Notice of a "potential claim" is not notice of a "claim".

This policy has certain unique provisions and requirements that may be different from other policies the "insured" may have purchased. Coverage is provided only if the word YES appears in the column marked PROVIDED set forth in Item 5. of the Declarations and to the extent indicated in a Schedule of Covered Locations endorsement. The payment of "claim expenses" reduces the applicable Limits of Liability set forth in Item 3. of the Declarations. If the applicable Limits of Liability are exhausted, we shall not be liable for "claim expenses", "loss", "cleanup costs", "interruption expenses", "emergency expenses" or Supplementary Payments which would otherwise be covered under this policy. Read the entire policy carefully including any endorsements thereto to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "we", "us" and "our" refer to the Company providing this insurance as identified in the Declarations. Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V.).

In consideration of the "first named insured's" payment of premium and the Deductible, in reliance upon the statements made in the Application all of which are made a part hereof, and subject to the Limits of Liability of this insurance as set forth in Item 3. of the Declarations, and the exclusions, conditions and other terms of this policy, we agree with the "first named insured" as follows:

I. INSURING AGREEMENTS

THESE COVERAGES ONLY APPLY IF AND TO THE EXTENT SPECIFICALLY LISTED AS PROVIDED IN ITEM 5. OF THE DECLARATIONS.

COVERAGE A: CLEANUP COSTS - ONSITE AND/OR OFFSITE EXISTING AND/OR NEW POLLUTION EVENT LIABILITY

We will pay "cleanup costs" an "insured" is legally obligated to pay to the extent "cleanup costs" result from an "existing pollution event" and/or "new pollution event" that is on, at, under, migrating or which has migrated from a "covered location" if that "pollution event":

1. Is first "discovered" during the "policy period" and the "discovery" is reported to us in writing during the "policy period" or applicable extended reporting period described in EXTENDED REPORTING PERIODS (Section VII.); or
2. Results in a "claim" first made against the "insured" during the "policy period" or optional extended reporting period, if purchased, and the "claim" is reported to us in writing during the "policy period" or applicable extended reporting period described in EXTENDED REPORTING PERIODS (Section VII.).

COVERAGE B: BODILY INJURY, PROPERTY DAMAGE AND NATURAL RESOURCE DAMAGES - ONSITE AND/OR OFFSITE EXISTING AND/OR NEW POLLUTION EVENT LIABILITY

We will pay "loss" that an "insured" is legally obligated to pay as a result of a "claim" for "bodily injury", "property damage" or "natural resource damages" resulting from an "existing pollution event" and/or "new pollution event" that is on, at, under, migrating or which has migrated from a "covered location", provided the "claim" is first made against the "insured" during the "policy period" or optional extended reporting period, if purchased, and the "claim" is reported to us in writing during the "policy period" or applicable extended reporting period described in EXTENDED REPORTING PERIODS (Section VII.).

COVERAGE C: NON-OWNED LOCATIONS LIABILITY

We will pay "loss" and “cleanup costs” resulting from a "pollution event" that is on, at, under, migrating or which has migrated from a "non-owned location" and that an "insured" is legally obligated to pay as a result of a "claim" made by parties other than the owner, operator, or contractor of the “non-owned location”, provided the “claim” is first made against the "insured" during the “policy period” or optional extended reporting period, if purchased, and the “claim” is reported to us in writing during the “policy period” or applicable extended reporting period described in EXTENDED REPORTING PERIODS (Section VII.).

COVERAGE D: TRANSPORTATION LIABILITY

We will pay "loss" and “cleanup costs” resulting from a “pollution event” that happens in the course of "transportation" that an "insured" is legally obligated to pay as a result of a "claim", provided the “claim” is first made against the "insured" during the “policy period” or optional extended reporting period, if purchased, and the “claim” is reported to us in writing during the “policy period” or applicable extended reporting period described in EXTENDED REPORTING PERIODS (Section VII.).

COVERAGE E: INCIDENTAL COVERED OPERATIONS LIABILITY

We will pay “loss” and “cleanup costs” resulting from a “pollution event” caused by “covered operations” that an “insured” is legally obligated to pay as a result of a “claim”, provided that the “claim” is first made against the “insured” during the “policy period” or optional extended reporting period, if purchased, and the “claim” is reported to us in writing during the "policy period" or applicable extended reporting period described in EXTENDED REPORTING PERIODS (Section VII.).

COVERAGE F: LOSS OF BUSINESS AND/OR RENTAL INCOME

We will pay “interruption expenses” to the “named insured” during the “period of indemnity” caused by a “suspension of operations” on or at the “covered location” which is caused by a “pollution event” that results in “cleanup costs” covered under the policy, provided that the “suspension of operations” is reported to us during the “policy period” or applicable extended reporting period described in EXTENDED REPORTING PERIODS (Section VII.).

COVERAGE G: EMERGENCY EXPENSES

We will pay "emergency expenses" resulting from a "potential claim" if the "emergency expenses" are reasonably necessary to prevent or mitigate "cleanup costs” and/or “loss” to which insurance under this policy applies and the "potential claim" is reported to us during the “policy period” in writing as described in CLAIM PROVISIONS (Section IX.).Such “emergency expenses” must be reported to us in writing within ninety-six (96) hours of incurring such “emergency expenses”.

II. SUPPLEMENTARY PAYMENTS

According to the terms of this policy, we will pay the following Supplementary Payments which will not reduce the Limits of Liability or Deductible. Supplementary Payments apply to Coverages A, B, C, D and E, and any other Insuring Agreement provided by endorsement to the policy indicated as applicable to Supplementary Payments.

A. CRISIS MANAGEMENT EXPENSES

We will pay "crisis management expenses" in order to minimize negative publicity and restore your reputation in response to a “claim” and/or "potential claim" resulting from a “pollution event” that subjects the "named insured" to significant adverse regional or national media attention provided the "crisis management expenses" are first incurred by the "named insured" during the "policy period" and reported to us in writing as described in CLAIM PROVISIONS (Section IX.).

The amount we will pay for "crisis management expenses" is set forth in Item 3. of the Declarations and described in LIMITS OF LIABILITY AND DEDUCTIBLE (Section VIII.)**.**

B. GREEN REMEDIATION EXPENSES APPLICABLE TO COVERAGE A ONLY

In connection with a "claim" under Coverage A for which we pay "cleanup costs" we will pay reasonable "green remediation expenses" incurred at the "insured's" election and for which we have provided our consent which shall not be unreasonably withheld, delayed or denied.

The amount that we will pay for "green remediation expenses" in connection with a "claim" for "cleanup costs" is set forth in Item 3. of the Declarations and described in LIMITS OF LIABILITY AND DEDUCTIBLE (Section VIII.) paragraph F.

C. GREEN STANDARDS EXPENSES APPLICABLE TO COVERAGE A ONLY

In connection with a "claim" under Coverage A for which we pay "cleanup costs" for reasonable and necessary costs, charges and expenses to repair, replace or rebuild real property or improvements damaged in the course of performing activities for "cleanup", we will pay reasonable and necessary "green standards expenses" incurred in the repair, replacement or rebuilding of such damaged property, incurred at the “insured’s” election and for which we have provided our consent which shall not be unreasonably withheld, delayed or denied.

The amount that we will pay for "green standard expenses" in connection with a "claim" is set forth in Item 3. of the Declarations and described in LIMITS OF LIABILITY AND DEDUCTIBLE (Section VIII.) paragraph G.

D. INSURED COMPENSATION EXPENSES

In connection with a “claim” under the policy, we will pay for reasonable “insured compensation expenses” for which we have provided our consent which shall not be unreasonably withheld, delayed or denied.

The amount that we will pay for “insured compensation expenses” in connection with a “claim” is set forth in Item 3. of the Declarations and described in LIMITS OF LIABILITY AND DEDUCTIBLE (Section VIII.) paragraph H.

III. DEFENSE

We shall have the right and duty to assume the adjustment, defense and settlement of any “claim”, including "claims" within the Deductible amounts, to which coverage is specifically listed as provided in Item 5. of the Declarations applies. “Claim expenses” reduce the applicable Limits of Liability set forth in Item 3. of the Declarations as described in LIMITS OF LIABILITY AND DEDUCTIBLE (Section VIII.).

If permitted by applicable law, we shall have the right to appoint one legal counsel to represent and/or defend one or more of the “insureds” who are or may be involved in a “claim” to which this insurance applies. In the event an “insured” is entitled by law to select independent counsel to represent and/or defend an “insured” at our expense, the attorney’s fees and all other litigation expenses we must pay to that counsel are limited to "reasonable legal costs". Furthermore, an “insured” may at any time waive any right it may have to select independent counsel.

Our duty to adjust, defend and settle any and all “claims”, pending and future, to which coverage is specifically listed as provided in Item 5. of the Declarations applies, ends when the remaining applicable Limits of Liability have been tendered into court or have been exhausted by payment of "loss", "cleanup costs", “interruption expenses” or "emergency expenses".

We may elect to investigate any "potential claim". Any costs associated with the investigation of a "potential claim" prior to a "claim" being made will not be considered "claim expenses". Such costs, if incurred by us, shall not reduce the applicable Deductible amount, and are in addition to the Limits of Liability and shall be borne by us.

IV. COVERAGE TERRITORY

This policy applies worldwide where permitted by applicable law.

V. DEFINITIONS

A. “Bodily injury" means any physical injury, sickness, disease, mental anguish or emotional distress sustained by any person, including death resulting from any of these at any time.

B. “Business operations” means the normal and customary operations of the “insured” applicable to Coverage F: Loss of Business Income and/or Rental Income as indicated in the Application or Business Income Calculator Worksheet.

C. "Certified industrial hygienist" means a licensed professional currently certified pursuant to the requirements of the American Board of Industrial Hygiene and who has experience in indoor air quality, particularly with respect to "microbial substances". However, a "certified industrial hygienist" shall not, without our prior written consent which shall not be unreasonably withheld, delayed or denied, include:

1. A "named insured";

2. Any person who is an "insured" or who is an employee, director or officer of a "named insured" or of a "named insured's" parent, subsidiary or affiliate company; or

3. Any person who has any investment or ownership interest in a "covered location" prior to or during the "policy period".

D. "Claim" means:

1. A written demand or written notice received by the “insured” alleging liability or responsibility on the part of the “insured"; or

2. A “suit” against the “insured” alleging liability on the part of the “insured”.

"Claim" does not include a "potential claim" that was reported in a prior policy period as described in CLAIM PROVISIONS (Section IX.) paragraph B. NOTICE OF POTENTIAL CLAIM, that has become a "claim" during the "policy period”.

E. "Claim expenses" means:

1. Fees charged by an attorney designated by:

   (a) Us; or

   (b) The “insured” with our prior written consent which shall not be unreasonably withheld, delayed or denied, provided such fees are "reasonable legal costs"; and

2. All other fees, costs and expenses resulting from the adjustment, defense, settlement and appeal of a “claim” if incurred by us, or by or on behalf of the “insured” with our written consent which shall not be unreasonably withheld, delayed or denied, including "crisis management expenses" in connection with a "claim" agreed to by us, interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay (including an offer of judgment), or deposited in court the amount available for the judgment under the policy.

"Claim expenses” does not include “insured compensation expenses” pursuant to SUPPLEMENTARY PAYMENTS (Section II.) paragraph D. INSURED COMPENSATION EXPENSES.

F. “Cleanup” means the investigation, removal, remediation (including associated monitoring), neutralization or immobilization of contaminated soil, surface water, groundwater, or other contamination resulting in “cleanup costs”.

G. "Cleanup costs" means:

1. Reasonable and necessary costs, charges and expenses incurred for “cleanup”:

   (a) To the extent required by "governmental authority"; or

   (b) That have actually been incurred by the government or any political subdivision of the United States of America or any state there of or by third parties.

2. Reasonable and necessary costs, charges and expenses to repair, replace or rebuild real property or improvements damaged in the course of “cleanup” to substantially the same condition immediately prior to any such damage, but excluding any:

   (a) Damage caused by the underlying "pollution event"; or

   (b) Other than "green standards expenses" as described in SUPPLEMENTARY PAYMENTS (Section II.) paragraph C. GREEN STANDARDS EXPENSES APPLICABLE TO COVERAGE A ONLY, any costs, charges or expenses for improvements or betterments, including, but not limited to, those arising from compliance with any law that was not applicable to (including by operation of any grandfather provision contained in any such law) or was not enforced against the property before it was so damaged; and

3. "Claim expenses" in connection with a "claim" for "cleanup costs"; provided however, “claim expenses” shall not be considered part of the definition of “cleanup costs” to the extent of coverage provided for Financial Assurance indicated in a Schedule of Covered Locations (Financial Assurance) endorsement attached to the policy; and

4. Civil fines and civil penalties and punitive, exemplary or multiple damages to the extent insurable by law in connection with a "claim" for “cleanup costs”; and

5. With respect to "discovery", only those "reasonable legal costs" incurred with our prior written consent which shall not be unreasonably withheld, delayed or denied.

"Cleanup costs" do not include "loss" for "property damage" except as provided in subparagraph 2. above, or “natural resource damages”.

H. "Covered location" means the property(ies) listed in a Schedule of Covered Locations endorsement and any amendments endorsed onto the policy.

I. “Covered operations” means those activities or operations described in the Application and any supporting documentation provided to us by the “named insured” in the application process or in an endorsement attached to the policy that are being conducted by or on behalf of the “named insured” on or after any applicable “retroactive date” for a third party at a “job site”. “Covered operations” only apply for the period of time that the “named insured” or a third party acting on its behalf is physically performing “covered operations” at a “job site”. “Covered operations” does not include:

1. The “transportation” or the movement of any material beyond the boundaries of a “job site”; and

2. Professional services performed by or rendered by or on behalf of the “insured”, including but not limited to, recommendations, opinions, or strategies, rendered for architectural, consulting or engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selections, site maintenance equipment selection, and supervisory, inspection or engineering service.

J. "Crisis management expense" means reasonable and necessary costs, charges, expenses and fees that are incurred by the "insured" with our consent which shall not be unreasonably withheld, delayed or denied:

1. To retain a public relations or crisis management firm with our consent which shall not be unreasonably withheld, delayed or denied to help maintain or restore public confidence in the "named insured";

2. For essential emergency travel expenses incurred by the "named insured's" principals, partners, officers, directors, employees, members or managers;

3. For rental of temporary staging or meeting space necessitated by the unavailability of the "named insured's" space as a result of the "pollution event"; and

4. For any other services or activities for which we have given our prior written consent which shall not be unreasonably withheld, delayed or denied.

K. “Delimitation date” means the date set forth in a Schedule of Covered Locations endorsement or Schedule of Non Owned Locations endorsement, as applicable, and is the date that indicates whether on, after or before a “pollution event” must first commence.

L. "Discovered" or "discovery" means discovery by a "responsible insured" of a "pollution event" in concentrations or at levels that exceed allowable levels or concentrations established under "governmental authority".

M. "Emergency expenses" means costs incurred in the investigation, removal, remediation (including associated monitoring), neutralization or immobilization of contaminated soil, surface water, groundwater, or other contamination that is necessary to avoid an actual imminent and substantial endangerment to the public health or welfare or the environment, but only to the extent that such costs are reasonably necessary to prevent or mitigate "cleanup costs”, “loss”, or “emergency expenses” includes the reasonable and necessary costs to evacuate affected individuals.

N. "Existing pollution event" means a "pollution event" that commenced on or after any applicable "retroactive date" and prior to the “delimitation date.” Coverage for an “existing pollution event” shall apply to the extent it is indicated as provided in Item 5. of the Declarations.

O. “First named insured” means the person or entity set forth in Item 1. of the Declarations.

P. "Fungus” or “fungi” means any:

1. Form or type of mold, mushroom or mildew;

2. Other fungal structure; and

3. Volatile organic compounds, mycotoxins, allergenic proteins or other substances or gases produced by or arising out of any mold, mushroom, mildew, fungal structure or “spore(s)”.

Q. "Governmental authority" means federal, state or local statutes, regulations, ordinances or orders applicable to "pollution events" including:

1. Those federal, state or local statutes, regulations, ordinances or orders applicable to any licensed professional authorized pursuant to state law to oversee remediation; and/or
2. Requirements to satisfy a “voluntary cleanup program”.

Provided further that for the purpose of ”microbial substances” and in the absence of applicable “governmental authority”, "governmental authority" also includes a written determination by a "certified industrial hygienist" in accordance with all applicable professional standards or to the extent required in writing by the United States Center for Disease Control or local health department with jurisdiction over the “microbial substances”.

R. "Green standards expenses" mean the increase in costs for following standards, products, methods, and processes for improving the environment, increasing energy efficiency, and enhancing safety and property protection pursuant to the following guidance, requirements and codes:

1. LEED® Green Building Rating System™ of the U.S. Green Building Council;
2. Green Globes™ Assessment and Rating System;
3. ENERGY STAR®;
4. National Fire Protection Association codes, Underwriter Laboratories standards, or other local or international codes; and
5. As further described in a Green Standards Expenses Proof Of Loss Endorsement if attached to this policy.

S. "Green remediation expenses" mean the increase in costs attributable to apply green techniques which operate to minimize waste generation, reduce energy consumption, or conserve natural resources in the execution of a reasonable and necessary “cleanup” for which we have provided our consent which shall not be unreasonably withheld, delayed or denied and as further described in a Green Remediation Proof of Loss Endorsement if attached to this policy.

T. "Insured" means:

1. The "named insured";
2. Any current or former principal, partner, officer, director, employee, member or manager (in the case of a limited liability company) or leased personnel of a "named insured", while acting within the scope of their employment or written agreement with such “named insured";
3. Any entity that has entered into a note, mortgage or deed of trust with the "named insured" for which the "covered location" serves as collateral and for which such entity obtains a lien or other security interest in the "covered location" but only to the extent of a “claim” made against such entity; and
4. Any other entity endorsed onto the policy as an additional “insured”.

U. “Insured compensation expenses” means expenses for compensating an “insured’s” principals, partners, officers, directors, employees, members or managers for personally attending any meetings, hearings or depositions at our request up to $500 per day.

V. "Insured contract" means a written contract or agreement listed in a Schedule of Insured Contracts endorsement attached to this policy, if any.

W. “Interruption expenses” means “loss of business income” and/or “loss of rental income” at the “covered location” where “cleanup costs” are covered under the policy sustained by the “named insured” during the “period of indemnity.” Coverage for “interruption expenses” shall apply to the extent it is indicated as provided in Item 5. of the Declarations.

X. “Job site” means a location that is neither owned, leased nor rented by an “insured” at which an “insured” is performing “covered operations”.

Y. "Loss" means:

1. Compensatory damages, whether awarded by a court in a judgment or paid in settlement for:

   (a) "Bodily injury" including costs for medical monitoring for a person but only when such medical monitoring is a direct result of physical injury to such person;

   (b) "Property damage" including diminution in property value and stigma damage to property, but only when such diminution in value or stigma damage is a direct result of physical injury to such property;

2. “Natural resource damages”;

3. Civil fines and civil penalties and punitive, exemplary or multiple damages to the extent insurable by law in connection with a "claim" for “bodily injury”, “property damage” or “natural resource damages”; and

4. "Claim expenses”

Z. “Loss of business income” means:

1. The sum of:

   (a) Total net sales value of goods that could not be produced during the "period of indemnity";

   (b) Total net sales of merchandise that could not be sold during the "period of indemnity"; and

   (c) Other income derived from ”business operations”;

2. Less the:

   (a) Actual cost of raw stock from which production is derived;

   (b) Actual cost of supplies which constitute the materials consumed directly in conversion of raw stock into “finished stock” or in supplying the services sold by the “insured”;

   (c) Sale price of merchandise sold, including the actual cost of related packaging materials;

   (d) Services purchased from outsiders (not employees of the “insured") for resale which do not continue under contract; and

   (e) Remaining salvage value of any property obtained for temporary use during the "suspension of operations" that remains in use after the “business operations” have resumed;

3. In determining "loss of business income", we will consider:

   (a) The income experience before the "suspension of operations" and the probable future experience had no "suspension of operations" occurred, taking account of seasonal patterns, trends, variations, and/or special circumstances which would have affected the “business operations” if the “suspension of operations” had not occurred;

   (b) Continuation of normal charges and expenses, including payroll, to the extent necessary to resume the “named insured’s” “business operations” with the same quality of service which existed immediately preceding the “suspension of operations";

   (c) Suspension or reduction of any obligation for labor costs, charges and expenses during the “period of indemnity” and liquidated damages and any other compensation the "named insured" is entitled to receive, whether collectible or not;

   (d) Appropriate deductions to the extent the "named insured" can resume “business operations”, in whole or in part, by using damaged or undamaged property (including stock, raw, in process or “finished stock”) at the “covered location” or elsewhere; and

   (e) Whether the "suspension of operations" results in part from any other cause other than a "pollution event" which is covered under the policy. In such case, our obligation is limited to that portion of "loss of business income" we reasonably deem attributable to the “pollution event” provided coverage under the policy.

   "Finished stock" as used herein shall mean stock which the “named insured” has manufactured and also includes whiskey and other alcoholic and non-alcoholic products being aged. “Finished stock” does not include stock the “named insured” has manufactured which is held for sale on the premises of any “covered location”; and

4. “Loss of business income” also includes expenses necessarily and reasonably incurred to reduce "loss of business income" to the extent such expenses do not exceed the amount of "loss of business income" that otherwise would have been payable.

AA. "Loss of rental income" means:

1. The sum of the following:

   (a) The total anticipated rental income of that portion of the “covered location” as described in the written lease(s) that the "named insured" would have received had there been no "suspension of operations" and if the written lease(s) were executed and in force when the “pollution event” is first "discovered" or the “claim” is made against the “named insured” at the "covered location", as provided by such "named insured", less any necessary operating expenses;

   (b) The amount of charges to the "named insured" which are the legal obligation of the existing “tenant” whose occupancy is suspended and which would otherwise be the "named insured's" obligation; and

   (c) The fair rental value of any portion of the "covered location" which, but for the “suspension of operations”, would have been occupied by the "named insured";

2. Less rental income actually received from any partial or complete rental of that portion of the “covered location” described in the written lease(s); and

3. In determining "loss of rental income":

   (a) The "named insured" shall have a duty to provide alternative leased premises at the “covered location” to any “tenant” who experiences a “suspension of operations” within a reasonable time thereafter. “Loss of rental income” shall not include any amount of rental income that is lost because alternative leased premises are not provided by the "named insured", except to the extent that the fair market value of the alternative premises provided is less than the premises originally leased by the “tenant”; and

   (b) If the "suspension of operations" results in part from any other cause other than a “pollution event” that is covered under the policy, our obligation is limited to that portion of "loss of rental income" we reasonably deem attributable to the “pollution event” that is covered under this policy.

   “Loss of rental income” includes expenses reasonably and necessarily incurred to reduce “loss of rental income” including, but not limited to, expenses incurred in relocating “tenants”, to the extent such expenses do not exceed the amount of “loss of rental income” that otherwise would have been payable had there been no “suspension of operations”.

BB. "Microbial substance" means any substance that reproduces through release of “spore(s)” or the splitting of cells including but not limited to bacteria (including legionella pneumophila), viruses, "fungus(i)", “spore(s)”, protozoa, chlamydiae, or rickkettsaie, whether or not the substance is living.

CC. "Named insured" means:

1. The ”first named insured”;

2. Any corporations, partnerships, companies or other entities that exist at the effective date of the policy or may hereafter exist during the “policy period” and in which the “first named insured” has at least a 50% ownership interest solely with respect to liability arising out of the ownership, operation, maintenance or use of a “covered location”; and

3. Any other person or entity listed in a Named Insured endorsement attached to the policy, if any.

DD. "Natural resource damages" means the reasonable and necessary costs for the injury to, destruction of, loss of use and loss of value (and the cost for assessment and replacement of such injury, destruction or loss required by law to restore the natural resources to their baseline condition as they existed prior to the “pollution event”) of land, fish, wildlife, biota, air, water, ground water, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States of America (including the resources of the fishery conservation zone established by the Magnuson Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.), any State or local government, any Indian tribe, or, if such resources are subject to a trust restriction on alienation, any member of an Indian tribe.

"Natural resource damages" does not include "cleanup costs" or “property damage”.

EE. "New pollution event" means a "pollution event" that first commences on or after the “delimitation date” and prior to the end of the “policy period”. Coverage for a “new pollution event” shall apply to the extent it is indicated as provided in Item 5. of the Declarations.

FF. "Non-owned location" means a location that is neither partially nor wholly owned nor operated by an “insured” or any subsidiary or affiliate company of an “insured” and includes:

1. Location(s) listed on a Schedule of Non-Owned Locations endorsement which may include locations(s) the “named insured” has divested its interest or in the past has leased, rented or occupied; or
2. Waste treatment, waste storage or waste disposal locations listed on a Schedule of Non Owned Locations endorsement and, if not listed on a Schedule of Non-Owned Locations endorsement, such waste treatment, waste storage or waste disposal location that is:
   (a) Licensed and/or certified by "governmental authority" to accept waste generated from or transferred through a "covered location"; and
   (b) Not included nor proposed to be included on the National Priorities List (NPL) or any state equivalent at the time of any treatment, recycling, reclamation, storage or disposal of any waste.

GG."Period of indemnity" means the period of time set forth in Item 6. of the Declarations which commences at the conclusion of the “waiting period". The “period of indemnity” shall end the earlier of:

1. The expiration of the corresponding period of days set forth in Item 6. of the Declarations; or
2. The date on which the “cleanup” is complete and the "named insured" can resume “business operations”, or “tenants” can have physical access to the leased premises at the "covered location" and resume their tenancy, excluding any period of time attributable to:
   (a) The enforcement of any ordinance or law regulating the construction, use or repair, or requiring the demolition, of any property; or
   (b) Work stoppage, boycott or strike by employees of the "insured" or others; or
3. Exhaustion of the applicable limits of liability.

The “period of indemnity” shall not be limited by the expiration date of the policy.

HH."Policy period" means the period set forth in Item 2. of the Declarations or:

1. Any shorter period arising from:
   (a) Cancellation or termination of this policy; or
   (b) With respect to a specific “covered location" or “non-owned location” the deletion of such “covered location” or “non-owned location” from this policy by us upon the "first named insured's" written request; or
2. As otherwise expressly provided in an endorsement.

II. **“**Pollution event(s)” means the discharge, dispersal, release, seepage, migration or escape of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant, including smoke, vapor, soot, fumes, acids, alkalis, toxic or hazardous substances, electromagnetic fields, chemicals, waste (including materials to be recycled, reconditioned or reclaimed, and/or medical, infectious and pathological waste), radioactive waste and materials, asbestos, and lead into or upon land, or any structure on land, the atmosphere, or any watercourse or body of water including groundwater, in concentrations at levels in excess of those naturally present in the environment.

"Pollution event" includes:

1. The illicit abandonment of any irritant, contaminant or pollutant at a "covered location" provided that such abandonment was committed by parties other than any "insured" and without the knowledge of any "responsible insured"; and
2. The presence of any ”fungus(i)”, “spore(s)” or legionella pneumophila on, at or within any buildings or other structures at a "covered location".

However, “pollution event” does not include any exposure to infected humans or animals, or contact with bodily fluids or materials of infected humans or animals.

JJ. "Potential claim" means a "pollution event" that is reasonably likely to result in a "claim" to which this insurance applies.

KK."Property damage" means:

1. Physical injury to or destruction of tangible property of parties other than an "insured" and including the resulting loss of use thereof; or
2. Loss of use of tangible property of parties other than an "insured" that has not been physically injured or destroyed.

"Property damage" does not include “cleanup costs” or “natural resource damages”.

LL. "Reasonable legal costs" means attorneys’ fees, costs, charges, and all other litigation expenses in connection with the defense of a "claim" or negotiation of cleanup standards in connection with "discovery", limited to rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar "claims" or negotiation of similar matters in the community where the “claim” arose or is being defended or the "discovery" was made; provided that we shall pay such rates and amounts only to the extent that and so long as they are evidenced to be reasonable and necessary attorney fees, costs, charges, and expenses. We may exercise the right to require that such counsel have certain minimum qualifications with respect to legal competency including experience in defending "claims" or negotiating in connection with a "discovery" similar to the one pending against or involving an “insured” and to require such counsel to have errors and omissions insurance coverage. It is a condition precedent to our obligation to pay any "reasonable legal costs" that an “insured” agree and be responsible for counsel responding to our requests for information regarding the “claim", "discovery" or any other matter in a timely and comprehensive manner.

MM."Responsible insured" means an "insured's" principal, partner, director, officer, manager or member (in the case of a limited liability company), or employee with responsibility for compliance, environmental or legal affairs, or risk management, or any manager or supervisor responsible for the “insured’s” “covered operations” or “transportation”.

NN."Retroactive date" means the earliest date that an applicable “pollution event”, “transportation”, or “covered operation” can commence for coverage to be provided under the policy. A “retroactive date”, if applicable, will be set forth for a specific “covered location” in a Schedule of Covered Locations endorsement or with respect to an event of “transportation”, “covered operation” or “non-owned location” coverage, in an endorsement attached to the policy, if any. If no “retroactive date” is provided then a “retroactive date” shall not apply.

OO.“Spore” or “spore(s)” means any reproductive body produced by or arising out of any “fungus” or “fungi”.

PP.“Suit” means a civil proceeding, an arbitration proceeding or any other alternative dispute resolution against the “Insured” in which “loss” and/or “cleanup costs” is claimed and to which the “insured” must submit or does submit with our consent.

QQ."Suspension of operations" means the necessary partial or complete suspension of “business operations” at the "covered location" during the “policy period”, or the necessary suspension of an existing “tenant's” right to physical access or enjoyment of substantially all rights to leased premises at a "covered location" during the “policy period”, caused by “cleanup” covered under the policy. "Suspension of operations” does not include restricted access that hinders, but does not prevent, a “tenant” from accessing leased premises.

RR. “Tenant”, “tenants” or “tenant’s” means the entity or individual who has leased premises at a “covered location” as described in a written lease agreement with the “named insured” where that written lease is in effect when the “pollution event” is first “discovered” at a “covered location”.

SS. "Termination of coverage" means, for the purpose of EXTENDED REPORTING PERIODS, (Section VII.) the effective date of:

1. Cancellation or nonrenewal of this policy by the "first named insured", or cancellation or nonrenewal of this policy by us other than for fraud or material misrepresentation, material change in use or a material change in operations under any coverage part which is different from the uses or operations identified in writing to us during the underwriting process, in the Application or in an endorsement to the policy and which materially increases a risk covered hereunder, or nonpayment of premium; or
2. Deletion of a “covered location” or “non-owned location” from this policy by us upon a "first named insured's" written request but only with respect to such “covered location" or “non-owned location”.

TT."Transportation" means the movement on or after any applicable “retroactive date” of goods, products or waste, including oil, petroleum, pesticide products, and materials to be recycled, reconditioned or reclaimed to or from a "covered location", "non-owned location" or “job site” by auto where “covered operations” have been or are being performed by the “named insured”, or a third party properly licensed to transport such goods, products or waste acting on behalf of the “named insured” pursuant to written contract commencing with the loading of such goods, products or waste onto an auto and ending when the unloading of the goods, products or waste is complete.

UU."Underground storage tank" means any tank in existence at a "covered location" as of the inception date of the policy or installed thereafter, including associated underground piping connected thereto, that has at least ten (10) percent of its volume, or any associated piping, below the ground.

VV.“Voluntary cleanup program” means a federal, state or municipal program of the United States enacted pursuant to statutes or regulations which provide for a mechanism for the written approval of, or authorization to conduct, voluntary remedial action for the ”cleanup” of a “pollution event” that exceed allowable levels or concentrations established under "governmental authority".

WW.“Waiting period” means the corresponding number of days in Item 7. of the Declarations beginning with the date the "named insured" provides written notice to us of a “suspension of operations".

VI. EXCLUSIONS

This insurance does not apply to "claims", “cleanup costs”, “loss”, ”interruption expenses”, “emergency expenses”, “claim expenses” or Supplementary Payments based upon, arising out of, or to the extent comprised of:

A. ABATEMENT AND CONTROL – ASBESTOS

- Any activities to remove, or prevent, abate, avoid, or control the release of asbestos or asbestos-containing material which are part of or applied to any fixtures, buildings or improvements including, but not limited to, removal, encapsulation, repair, enclosure, encasement, and operations and maintenance programs.

B. ABATEMENT AND CONTROL – LEAD BASED PAINT

- Any activities to remove, or prevent, abate, avoid, or control the release of lead-based paint which are part of or applied to any fixtures, buildings or improvements including, but not limited to, removal, encapsulation, repair, enclosure, encasement, and operations and maintenance programs.

C. FINANCIAL ASSURANCE LIABILITY

Any liability or responsibility pursuant to a Financial Assurance law, rule or regulation, including closure and/or post closure care, except to the extent Financial Assurance is specifically provided for in an endorsement to the policy.

D. CONTRACTUAL LIABILITY

Any liability assumed by an “insured” under any contract or agreement. However, this exclusion does not apply to liability:

1. For “cleanup costs” or “loss” that would have attached to an "insured" by operation of law in the absence of such contract or agreement; or
2. That is specifically assumed in an "insured contract" but only to the extent that any indemnity or contractual liability assumed thereby is liability covered under, and not otherwise excluded from coverage by, this policy.

E. CRIMINAL FINES OR CRIMINAL PENALTIES

Any criminal fines or criminal penalties.

F. DAMAGE TO INSURED’S WORK

“Property damage” to work performed by, or on behalf of, the “insured” arising out of the “insured’s” “covered operations”.

G. DIVESTED, ABANDONED OR CONDEMNED PROPERTY

Any “pollution event” that first commences on or after the “covered location” is sold, given away or abandoned by the “insured” or condemned during the “policy period” unless such location is a divested property listed as a “non-owned location” at the time of the “pollution event” on a Schedule of Non-Owned Locations endorsement.

H. KNOWN POLLUTION EVENT

Any “pollution event” known to a “responsible insured” prior to the effective date of the policy including any byproduct or breakdown products of the irritant, contaminant or pollutant and shall include the entire quantity and geographic extent of any “pollution event”. However, this exclusion shall not apply to the extent that:

1. You disclose such known “pollution event” in writing to us prior to the effective date of the policy; and
2. We issue a Known Pollution Event Schedule endorsement and/or Disclosed Documents endorsement to the policy indicating coverage for such “pollution event” either:
   a. At the time of issuance of the policy; or
   b. During the “policy period” at your request, if we accept a written No Further Action determination or other equivalent confirmation from the governmental agency or body having jurisdiction over the “pollution event” that no further action is required with respect to such “pollution event”.

I. KNOWN UNDERGROUND STORAGE TANKS

Any “underground storage tank", whether active, inactive or abandoned, known to any "responsible insured"; however this exclusion does not apply to any:

1. "Underground storage tank" that is listed on a Scheduled Underground Storage Tank endorsement to this policy or a Known Pollution Event Schedule endorsement to the policy, if any;
2. "Underground storage tank" that was removed prior to the inception date of this policy;
3. “Underground storage tank” that was abandoned in place and closed pursuant to “governmental authority”;
4. Septic tank;
5. Oil water separator; or
6. Storage tank that is situated in an underground area such as a basement, cellar, mine shaft or tunnel if such storage tank is situated upon or above the surface of the floor.

J. MATERIAL CHANGE IN USE

Any material change in the use of a "covered location" from that which is indicated in a Schedule of Covered Locations endorsement or any amendment thereto attached to the policy.

K. MAINTENANCE, UPGRADES, IMPROVEMENTS OR INSTALLATIONS

Costs, charges or expenses for maintenance, upgrade, repair or improvement of, or installation of any preventative measures to, any property or processes on, at, within or under a “covered location”, “non-owned location” or “job site” even if such maintenance, upgrade, improvement, repair or installation is required:

1. By "governmental authority"; or
2. As a result of "cleanup costs" or “loss” otherwise covered under the policy except to the extent of coverage provided for “cleanup costs” in DEFINITIONS (Section V.) paragraph G. 2 only.

L. MICROBIAL SUBSTANCE

Any "microbial substance", with the exception of “fungus”, “spore(s)” and legionella pneumophila.

M. PRODUCTS LIABILITY

Goods or products outside the boundaries of the “covered location”, “non owned location” or “job site”. However, this exclusion shall not apply to a “pollution event” which occurs during:

1. The course of “transportation” under INSURING AGREEMENTS (Section I.) Coverage D.

N. RELATED PERSONS AND ORGANIZATIONS

Any “claim” made:

1. By an “insured” against any other “insured", however this provision shall not apply to any indemnification given by a "named insured" to another "insured" in an "insured contract" or to a "claim" made against a "named insured" by an additional "insured"; or

2. Against an “insured” by an organization or individual:

   (a) That wholly or partially controls, owns, operates or manages an “insured"; or

   (b) That is wholly or partially controlled, owned, operated or managed by the “insured”.

O. WAR

1. War, including undeclared or civil war;
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution or usurped power, or action taken by any government, sovereign or other authority in hindering or defending against any of these.

P. WORKERS’ COMPENSATION AND INJURY AS A CONSEQUENCE OF EMPLOYMENT

1. Any obligation of the “insured” that is owed, in whole or in part, under a workers compensation, disability benefits, unemployment compensation or any similar law;
2. Injury to any "insured" if such injury occurs during and in the course of employment;
3. Injury to the spouse, child, parent, brother or sister of any "insured" as a consequence of such "insured's" employment; or
4. Any obligation of an “insured” for indemnity or contribution to another because of “loss” arising out of such injury in the course of employment.

Q. WRONGFUL ACTS OR DELIBERATE NON-COMPLIANCE

Any:

1. Knowingly wrongful act, or
2. Any dishonest, fraudulent or malicious act, error or omission, or those of a knowingly wrongful nature or the intentional, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body by or at the direction of the “insured” except that this exclusion will not apply to an “insured” who did not commit, participate in, or have knowledge of any of the acts described.

VII. EXTENDED REPORTING PERIODS

A. PROVISIONAL EXTENDED REPORTING PERIOD - RENEWAL OF COVERAGE

- Solely with respect to any INSURING AGREEMENTS (Section I.) Coverage A through F listed as provided in Item 5. of the Declarations and provided that the “first named insured” has renewed this policy, the “ insured” shall be entitled to a provisional extended reporting period of ninety (90) days (at no additional charge) after the expiration of this “policy period” in which to: report a “claim” that is first made against the “insured”, or a “discovery” that is first made by a “responsible insured” during the final thirty (30) days of the “policy period”, or report a “suspension of operations”, that began during the final thirty (30) days of the “policy period”.

B. AUTOMATIC EXTENDED REPORTING PERIOD - TERMINATION OF COVERAGE

Solely with respect to any INSURING AGREEMENTS (Section I.) Coverage A through F listed as provided in Item 5. of the Declarations, the “insured” shall be entitled to an automatic extended reporting period of ninety (90) days (at no additional charge) upon “termination of coverage” in which to: report a “claim” that is first made against the “insured”, or a “discovery” that is first made by a “responsible insured” during the “policy period”, or report a “suspension of operations”, that began during the “policy period”.

C. OPTIONAL EXTENDED REPORTING PERIOD – TERMINATION OF COVERAGE

Solely with respect to any INSURING AGREEMENTS (Section I.) Coverage A through E listed as provided in Item 5. of the Declarations, the “first named insured” shall be entitled to purchase an optional extended reporting period of up to three (3) years commencing upon “termination of coverage” (not applicable to Coverage A - Cleanup Costs, paragraph 1. for Discovery) for an “insured” to report any "claim" first made against an "insured" during the “policy period” or such optional extended reporting period, provided that the "first named insured":

1. Has not purchased any other insurance to replace coverage provided by this policy and which applies to a "claim" covered hereunder;
2. Makes a written request for such optional extended reporting period which we receive within thirty (30) days following the effective date of the "termination of coverage"; and
3. Pays the additional premium when due. The charge for such optional extended reporting period shall not exceed one hundred percent (100%) of the total premium for the policy as set forth in Item 8. of the Declarations plus any additional premium described in an endorsement to the policy, if any.

At the commencement of any such optional extended reporting period, the entire premium shall be considered fully earned, and in the event the optional extended reporting period is terminated before its expiration for any reason, we shall not return any portion of the premium paid. If such additional premium is paid when due, the optional extended reporting period may not be canceled by us, provided that all other terms and conditions of the policy are met.

D. Any "claim", “discovery” or “suspension of operations” reported to us in writing during the optional extended reporting period, if purchased, the automatic extended reporting period, or the provisional extended reporting period will be deemed to have been made on the last day of the "policy period" and will be subject to the remaining Limits of Liability for the "policy period", if any, provided that:

1. The "pollution event" first commenced on or after any applicable "retroactive date", or on, before or after any applicable “delimitation date”, and before the end of this "policy period", and
2. The "claim" is otherwise covered under the terms and conditions of this policy.

VIII.LIMITS OF LIABILITY AND DEDUCTIBLE

A. EACH POLLUTION EVENT LIMIT

Subject to the Aggregate Policy Limit set forth in Item 3. of the Declarations, the most we will pay for all “cleanup costs”, “loss”, “interruption expenses”, and "emergency expenses", including applicable “claim expenses” arising out of any one “pollution event”, including the same, continuous or repeated "pollution event" or series of related "pollution events" is the Each Pollution Event Limit set forth in Item 3. of the Declarations.

We shall not be obligated to pay any “cleanup costs”, “loss”, “interruption expenses” and "emergency expenses", including applicable “claim expenses” or undertake or continue the defense of any “claim", pending or future, after the Each Pollution Event Limit has been tendered into court or exhausted by payments for “cleanup costs”, “loss”, “interruption expenses” and "emergency expenses" including applicable “claim expenses”.

B. AGGREGATE POLICY LIMIT

The most we will pay for all “cleanup costs”, “loss”, “interruption expenses” and "emergency expenses" including applicable “claim expenses” to which this insurance applies is the Aggregate Policy Limit set forth in Item 3. of the Declarations. If the Aggregate Policy Limit is exhausted, we shall not be liable for "cleanup costs", “loss”, “interruption expenses”, "emergency expenses" including applicable “claim expenses” or Supplementary Payments which would otherwise be covered under this policy.

C. CRISIS MANAGEMENT EXPENSES LIMIT

The most we will pay for all "crisis management expenses" under SUPPLEMENTARY PAYMENTS (Section II.) paragraph A. is the Crisis Management Expenses Limit set forth in Item 3. of the Declarations. The Crisis Management Expenses Limit does not reduce any other Limit of Liability and any applicable Deductible shall not apply to the Crisis Management Expenses Limit. If the Aggregate Policy Limit is exhausted we shall not be liable for “crisis management expenses”.

D. GREEN REMEDIATION EXPENSES LIMIT

The most we will pay for all "green remediation expenses" under SUPPLEMENTARY PAYMENTS (Section II.) paragraph B. is the Green Remediation Expenses Limit set forth in Item 3. of the Declarations. The Green Remediation Expenses Limit does not reduce any other Limit of Liability. If the Aggregate Policy Limit is exhausted we shall not be liable for “green remediation expenses”.

E. GREEN STANDARDS EXPENSES LIMIT

The most we will pay for all "green standards expenses" under SUPPLEMENTARY PAYMENTS (Section II.) paragraph C. is the Green Standards Expenses Limit set forth in Item 3. of the Declarations. The Green Standards Expenses Limit does not reduce any other Limit of Liability. If the Aggregate Policy Limit is exhausted we shall not be liable for “green standards expenses”.

F. INSURED COMPENSATION EXPENSES LIMIT

The most we will pay for “insured compensation expenses” under SUPPLEMENTARY PAYMENTS (Section II.) paragraph D. is the Insured Compensation Expenses Limit set forth in Item 3. of the Declarations. The Insured Compensation Expenses Limit does not reduce any other Limit of Liability. If the Aggregate Policy Limit is exhausted we shall not be liable for “insured compensation expenses”.

G. SUB-LIMIT OF LIABILITY AND AGGREGATE SUB-LIMIT

If a Sub-Limit of Liability is applicable as indicated in a Sub-Limit Schedule set forth in an endorsement to this policy, then, subject to the Each Pollution Event Limit and Aggregate Policy Limit set forth in Item 3. of the Declarations and the corresponding Aggregate Sub-Limit, such Sub-Limit of Liability is the most we will pay for all coverage subject to the Sub-Limit of Liability under this policy. The corresponding Aggregate Sub-Limit is the most we will pay for all coverage subject to the Sub-Limit of Liability.

The Sub-Limit of Liability is not in addition to and will reduce the Each Pollution Event Limit and the Aggregate Policy Limit set forth in Item 3. of the Declarations. If the Each Pollution Event Limit and/or Aggregate Policy Limit has been reduced to an amount which is less than the Sub-Limit of Liability set forth in an endorsement, the lesser of the remaining Aggregate Policy Limit or remaining Each Pollution Event Limit is the most that will be available for payment of coverage, subject to the Sub-Limit of Liability.

H. DEDUCTIBLE

- We will pay “cleanup costs”, “loss”, “interruption expenses”, "emergency expenses" and applicable “claim expenses” to which this insurance applies in excess of the Deductible amount set forth in Item 4. of the Declarations or in any other endorsement to this policy, if any. Any applicable Deductible under the policy shall not apply to Supplementary Payments provided coverage under SUPPLEMENTARY PAYMENTS (Section II.). The Deductible amount is the "first named insured's" obligation and applies to all "cleanup costs”, “loss”, “interruption expenses”, “emergency expenses” and applicable “claim expenses” arising from the same, continuous or repeated "pollution event" or series of related “pollution events". The Deductible amount does not reduce the Limits of Liability, except the applicable Deductible amount shall reduce the applicable Limits if: (i) we are required to pay such Deductible by specified Financial Assurance law, rule or regulation indicated in the Schedule of Covered Locations (Financial Assurance) endorsement, if attached to the policy; or (ii) if we choose to advance payment for “cleanup costs”, “loss”, “interruption expenses”, “emergency expenses” and applicable “claim expenses” before the “first named insured” has paid the Deductible amounts. In the event that we advance payment for such “cleanup costs”, “loss”, “interruption expenses” "emergency expenses" and applicable “claim expenses” within the Deductible, the “first named insured” shall promptly reimburse us for such amounts. Upon our receipt of such reimbursement amounts, and after the expenses we incurred in collecting such Deductible are deducted, any reduced Limit shall be restored to the extent of such reimbursement amount paid by or on behalf of the “named insured” and received by us. If the “first named insured” fails to reimburse us then any reduced limit shall not be restored.

If an "insured" agrees with us to use non-binding mediation to resolve a “claim” for which a defense has been provided and such “claim” is resolved thereby, the Deductible only shall be reduced by 50% for that “claim” only, subject to a maximum reduction of $25,000.

I. MULTIPLE INSUREDS OR CLAIMANTS, MULTIPLE COVERAGES AND MULTIPLE POLICY PERIODS

1. **MULTIPLE INSUREDS OR CLAIMANTS**

   The inclusion of more than one “insured” in the "discovery" of a "pollution event" or in the making of a “claim” regarding the same “pollution event” shall not increase the Limits of Liability set forth in Item 3. of the Declarations.

2. **MULTIPLE COVERAGES**

   If the same, continuous or repeated "pollution event" or series of related "pollution events" is covered under more than one insuring agreement specifically listed as provided in Item 5. of the Declarations, only the

highest single Each Pollution Event Limit shall apply to all “cleanup costs”, “loss”, “interruption expenses” and "emergency expenses" and applicable “claim expenses” arising from such "pollution event" or series of related "pollution events". Furthermore, if more than one respective Deductible amount is applicable, only the highest respective Deductible amount shall apply to all “cleanup costs”, “loss”, “interruption expenses”, "emergency expenses" and applicable “claim expenses” arising from such "pollution event" or series of related "pollution events".

Subject to the above paragraph, if a “claim” is covered under this policy and any other liability policy of insurance issued by us or an affiliate to the same “named insured”, including an obligation to provide a defense and pay the costs of legal defense, the total limit of liability for such “claim” under all applicable policies issued by us or an affiliate shall be the highest limit of liability available under any of the applicable policies.

3. **MULTIPLE POLICY PERIODS**

If we or an affiliate have issued pollution liability coverage to the "named insured" for the "covered location" in one or more consecutive and uninterrupted policy periods, and:

(a) A "pollution event" or series of related "pollution events" that is first reported to us in accordance with all of the terms and conditions of this policy takes place over the "policy period" and one or more subsequent policy periods; and/or

(b) A "claim" for "cleanup costs", "loss", “interruption expenses” , “emergency expenses” or “supplementary payments” is first made against the "insured" during the "policy period" and reported to us in accordance with all of the terms and conditions of this policy; and/or

(c) A "pollution event" is first "discovered" during the "policy period" and reported to us in accordance with all of the terms and conditions of this policy;

all "claims", "cleanup costs", "loss", “interruption expenses”, "emergency expenses" and applicable “claim expenses” arising out of the same, continuous or repeated "pollution event" or series of related "pollution events" whether reported during the "policy period" or during a subsequent policy period shall be subject to the Limits of Liability and applicable Deductible amount corresponding with the policy in effect when the “claim” or “discovery” was first reported to us subject to the provisions for EXTENDED REPORTING PERIODS (Section VII.).

IX. CLAIM PROVISIONS

A. NOTICE OF DISCOVERY OR CLAIM

In the event of a "discovery" or “claim", the “insured” shall give written notice to us as soon as possible, and within ninety-six (96) hours after any portion of "emergency expenses" or “crisis management expenses” are incurred by an "insured." Such written notice shall contain information sufficient to identify an “insured” and include:

1. The time, place, location, and a detailed explanation of the “pollution event” including, as applicable, the date of "discovery" or the date the "insured" had knowledge of the “claim";
2. The names and addresses of any injured parties and available witnesses;
3. Any and all investigative or engineering reports, data or information about the “pollution event", "cleanup costs", "loss", “emergency expenses” or “crisis management expenses”, as applicable;
3. Any and all other relevant information about the "pollution event", “claim”, “cleanup costs”, “loss”, "emergency expenses" or “crisis management expenses” as applicable; and
4. An itemization of "emergency expenses” and “crisis management expenses”.

If a “claim” is made against an “insured", the “insured” shall immediately forward to us every demand, notice, summons, complaint, order or other process or legal papers received by an “insured” or its representatives.

B. NOTICE OF POTENTIAL CLAIM

1. If during the “policy period” the “insured” first becomes aware of a "potential claim" for which the "insured" seeks coverage for "emergency expenses" and/or “crisis management expenses” the “insured” must report such "potential claim" to us as soon as possible and in any event within ninety-six (96) hours after any portion of such "emergency expenses" and/or “crisis management expenses” is incurred by an "insured".

The "insured" may report all other "potential claims" as soon as reasonably possible.

2. Notice of "potential claim" reported by the "insured" as described in paragraph 1. shall provide all of the following information:

   (a) The cause of the "pollution event" if known or suspected, including any potential cause;

   (b) The time, place, location, and details of the "pollution event" including how and when the “insured” first became aware of the “potential claim";

   (c) The names and addresses of any actually or potentially injured parties or damaged property, and available witnesses, if and to the extent reasonably available;

   (d) Any and all investigative or engineering reports, data or information about the “potential claim", and any other information regarding "cleanup costs", “loss”, “interruption expenses”, “emergency expenses” or “crisis management expenses” that may result;

   (e) Any other relevant information about the “potential claim", "cleanup costs", “loss”, “interruption expenses”, “emergency expenses” or “crisis management expenses”; and

   (f) An itemization of "emergency expenses" and/or "crisis management expenses" to the extent the "insured" is seeking coverage for such costs.

   If all of the foregoing information is provided to us in writing during the "policy period" or during an applicable extended reporting period and the "potential claim" subsequently becomes a “claim” made against the “insured” and reported to us during any renewal policy, or any applicable extended reporting period, such "claim" shall be deemed, for the purposes of this insurance, to have been made on the date on which written notice of the “potential claim” was first received by us and shall be subject to the terms, conditions and Limits of Liability applicable to the policy in effect as of such date. With respect to "new pollution events" only, the preceding sentence shall only apply to a "potential claim" that becomes a "claim" within five (5) years after the end of any renewal policy or applicable extended reporting period.

C. NOTICE OF SUSPENSION OF OPERATIONS

In the event of a "suspension of operations" the "named insured" shall:

1. Give written notice to us as soon as possible, including a description of how, when and where the "suspension of operations" occurred, a list of all “tenants” affected, and an itemization of "interruption expenses” as applicable;

2. Keep written records of all expenditures, and copies of all bills, invoices, deeds, leases, contracts and any other sources of information relevant to "interruption expenses" sustained in connection with the "suspension of operations";

3. Send us a signed, sworn proof of "interruption expenses”, containing the information we request to investigate the “suspension of operations", within sixty (60) days after our request; and

4. Allow us to examine the "named insured" and any other "insured" under oath and at such times as we may reasonably require, about any matter relating to "interruption expenses", including such "named insured's" or other “insured's” books and records. In the event of an examination, the "named insured's" or other “insured's” answers must be signed.

D. NOTICE TO US

All “claim(s)” and potential “claim(s)” and notices of “discovery” or “suspension of operations” shall be reported in writing to:

Zurich in North America – NY Environmental Claims
P.O. Box 968041
Schaumburg, IL 60196-8041
Fax: (866) 255-2962
Email: usz_zurich_environmental@zurichna.com
Or by phone contact, followed up in writing, to:
The Claim Reporting Center 1 800 987 3373

E. SETTLEMENT

The “insured” shall not settle any “claim” without our written consent which shall not be unreasonably withheld, delayed or denied. If we recommend a settlement, the “insured” shall have the opportunity to concur, such concurrence not to be unreasonably withheld, delayed or denied. If we recommend a settlement that is acceptable to a claimant for a total amount in excess of the applicable Deductible amount and the “insured” refuses to concur with such settlement, then our liability for “cleanup costs", "loss", “interruption expenses”, "emergency expenses", “crisis management expenses” and any applicable Supplementary Payment shall be limited to that portion of the recommended settlement and the "claim expenses" incurred as of the date of the “insured’s” refusal, which exceed the Deductible amount and fall within the Limit of Liability.

F. VOLUNTARY PAYMENTS, ADMISSIONS OR ASSUMPTIONS OF LIABILITY

No costs, charges or expenses shall be incurred or paid or liability admitted or assumed by an “insured”, other than "emergency expenses" or “crisis management expenses”, without our prior written consent, which shall not be unreasonably withheld, delayed or denied.

X. CONDITIONS

A. ASSIGNMENT

Assignment of interest under this policy shall not bind us unless and until our consent is endorsed thereon, which consent shall not be unreasonably withheld, delayed or denied.

B. AUDIT AND INSPECTION

We shall be permitted upon reasonable prior notice to audit the “insured’s” books and records at any time during the “policy period” and within three (3) years after the termination of this policy, as far as they relate to the subject matter of the policy and any "cleanup costs", "loss", “interruption expenses”, "emergency expenses", "crisis management expenses" or Supplementary Payments for which payment may be made under the policy. We shall also be permitted, upon reasonable prior notice, to inspect, sample and monitor on a continuing basis any “covered location” and operations conducted thereon and any “covered operations”. Neither our right to make inspections, sample and monitor, nor the actual undertaking thereof, nor any report thereon shall constitute an undertaking, on behalf of us or others, to determine or warrant that a “covered location” or operation is safe, healthful, conforms to acceptable engineering practice or is in compliance with any law, rule or regulation. We will not manage or exercise control over any “covered location” or operation.

In the event we pay "interruption expenses", we shall have the right but not the obligation to conduct an audit of the "named insured's" records to confirm the amount of "loss of business income” and/or "loss of rental income". In the event that covered "interruption expenses" as determined by the audit are less than or exceed the sum paid by us for such "interruption expenses", the difference between the two amounts shall be paid by or to us as applicable.

C. BANKRUPTCY

Bankruptcy or insolvency of an “insured” or an “insured’s” estate will not relieve us of our obligations to an "insured" under this policy nor increase our obligations including, but not limited to, those with respect to any Deductible amount. However, if we have advanced any payment for “cleanup costs", “loss", “interruption expenses”, or "emergency expenses" within the Deductible amount pursuant to LIMITS OF LIABILITY AND DEDUCTIBLE (Section VIII.), paragraph J., then any such payments to the extent not reimbursed to us shall reduce the Limits of Liability. Furthermore, this condition shall not impair our ability to assert any defense on behalf of an "insured".

D. CANCELLATION AND NONRENEWAL

This policy may be canceled by the "first named insured" by surrender to us or by mailing to us written notice stating when thereafter cancellation shall be effective.

We may cancel this policy for the following reasons only:

1. Fraud or material misrepresentation;
2. Any “insured’s” failure to comply with the terms, conditions or contractual obligations under this policy including failure to pay the Deductible amount when due;

3. A material change in use or a material change in operations under any coverage which is different from the uses or operations identified in writing to us during the underwriting process, in the Application or in an endorsement to the policy and which materially increases a risk covered hereunder; or

4. Nonpayment of premium.

We shall provide written notice of cancellation to the "first named insured" stating a reason for the cancellation not less than:

1. Ninety (90) days prior to the effective date of cancellation for any “insured’s” failure to comply with the terms, conditions or contractual obligations under this policy including failure to pay the Deductible amount when due, or a material change in use or a material change in operations under any coverage which is different from the uses or operations identified in writing to us during the underwriting process, in the Application or in an endorsement to the policy and which materially increases a risk covered hereunder;

2. Thirty (30) days prior to the effective date of cancellation for fraud or material misrepresentation; and

3. Ten (10) days prior to the effective date of cancellation for nonpayment of premium.

The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the “policy period”.

If we cancel, subject to any minimum earned premium that may apply, the return premium will be calculated on a pro rata basis. If the "first named insured" cancels, subject to any minimum earned premium that may apply, the return premium may be less than pro rata.

If we elect to non-renew this policy, we shall provide written notice of non-renewal to the "first named insured" at least thirty (30) days prior to the expiration date of the policy.

We shall provide written notice of cancellation or nonrenewal to the governmental agency or body with jurisdiction over the “covered location” with respect to the specified Financial Assurance law, rule or regulation indicated in a Schedule of Covered Locations (Financial Assurance) endorsement, not less than sixty (60) days prior to the effective date of cancellation for any reason except ten (10) days prior to the effective date of cancellation for nonpayment of premium regardless of any other notice requirement applicable to Cancellation set forth above.

We shall send all notices required under this section by certified mail to the "first named insured" at the address set forth in Item 1. of the Declarations, and by mail or electronic mail to the "first named insured's" authorized agent, if any. The mailing of notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the "first named insured" or by us shall be equivalent to mailing.

E. CHANGES

The terms of this policy shall not be waived or changed, except by endorsement issued to form a part of this policy.

F. CHOICE OF LAW

- In the event of a disagreement as to the meaning, interpretation or operation of any term, condition, definition or provision of this policy that results in arbitration, litigation or other form of dispute resolution, this policy shall be governed by the law of the State of New York without giving effect to any conflicts or choice of law principles.

G. COOPERATION

The “insured” agrees with us to assist and cooperate in the fulfillment of the policy's terms, including the investigation, adjustment, defense or settlement of any “claim" or in connection with the "discovery" of any "pollution event". Such cooperation may include authorizing us to obtain records and other information, participating at meetings; testifying at hearings, depositions and trials; and securing evidence. In addition, all "insureds" shall cooperate with us in the pursuit of any coverage that may be available from other insurers and/or under other insurance policies for "claim expenses", "cleanup costs", "loss", ”interruption expenses”, “emergency expenses” or "crisis management expenses", covered under this policy.

H. COVERAGE F: LOSS OF BUSINESS AND/OR RENTAL INCOME – CONDITIONS PRECEDENT

Under INSURING AGREEMENTS (Section I.) COVERAGE F: LOSS OF BUSINESS AND/OR RENTAL INCOME, it is a condition precedent to payment that:

1. The "insured" must act in good faith to:

   (a) Take steps to reduce "loss of business income", and/or "loss of rental income" including taking prompt and reasonable steps to relocate "tenants" where reasonably and economically feasible;

   (b) Diligently execute and complete "cleanup" to the extent within the "insured's" control; and

   (c) Resume "operations" at the "covered location" as soon as reasonably possible; and

2. No "suspension of operations" or suspension of other normal and customary operations at the "covered location" exist at the time of a "discovery" of a "pollution event" or the making of a "claim" against the "insured" with respect to a "pollution event"; and/or

3. With respect to "loss of rental income", a written lease agreement between the "tenant" and the "named insured" is in effect when the "pollution event" is first "discovered" at a "covered location" or the "claim" is made against the "insured".

I. HEADINGS

The descriptions in the headings of this policy are solely for convenience and form no part of the policy terms and conditions.

J. LEGAL ACTION AGAINST US

No person or organization has a right under this policy to:

1. Join us as a party or otherwise bring us into a "claim" or any other adjudication asking for "cleanup costs", "loss", "interruption expenses", "supplementary payments" "emergency expenses", "crisis management expenses" or applicable "claim expenses" from an "insured"; or

2. Sue us unless all of the policy's terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured" obtained after an actual trial; but we will not be liable for "cleanup costs", "loss", "interruption expenses", "emergency expenses", "crisis management expenses" or applicable "claim expenses" that are not payable under the terms of this policy or that are in excess of the applicable limits of liability. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

K. OTHER INSURANCE

1. The insurance provided under this policy is primary insurance, except this insurance shall apply as excess insurance: a) with respect to INSURING AGREEMENTS (Section I.) COVERAGE C: NON OWNED LOCATION LIABILITY and COVERAGE D: TRANSPORTATION LIABILITY, to any other available insurance, including auto insurance; b) as provided in connection with any extended reporting period as described in EXTENDED REPORTING PERIODS (Section VII.); or c) where stated in an endorsement to apply in excess of, or contingent upon the absence of, other insurance. When this insurance is primary and the "insured" has other insurance which is stated to be applicable to the "cleanup costs", "loss", "interruption expenses", "emergency expenses", "crisis management expenses", applicable "claim expenses" and Supplementary Payments on an excess basis, the amount of our liability under this policy shall not be reduced by the existence of such excess insurance.

2. When this insurance is excess, we shall have no duty to defend the "insured" against any "claim" if any other insurer has a duty to defend the "insured" against such "claim". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of "cleanup costs", "loss", "interruption expenses", "emergency expenses", "crisis management expenses", applicable "claim expenses" and Supplementary Payments if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the "cleanup costs", "loss", "interruption expenses", "emergency expenses", "crisis management expenses", applicable "claim expenses" and Supplementary Payments in the absence of this insurance; and

   (b) The total of all Deductible and/or self-insured amounts under all that other insurance.

3. When both this insurance and other insurance apply to the “cleanup costs”, “loss”, “interruption expenses”, “emergency expenses”, “crisis management expenses”, applicable “claim expenses” and Supplementary Payments on the same basis, whether primary, excess or contingent, we shall not be liable under this policy for a greater proportion of the “cleanup costs", "loss", “interruption expenses”, “emergency expenses”, “crisis management expenses”, applicable “claim expenses” and Supplementary Payments than the amount set forth in Item 3. of the Declarations or in an endorsement as applicable, or the amount resulting from the following contribution methods, whichever is lesser:

   (a) Contribution by equal shares - Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the “cleanup costs”, “loss”, “interruption expenses”, “emergency expenses”, “crisis management expenses” ,applicable “claim expenses” and Supplementary Payments remains, whichever occurs first; or

   (b) Contribution by limits - each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

L. REPRESENTATIONS

By acceptance of this policy, the "named insured" agrees that the statements in the Declarations, and those made in the Application are its agreements and representations and are accurate and complete, that this policy is issued in reliance upon the truth of such statements and representations and that this policy embodies all agreements existing between the "named insured" and us relating to this insurance.

M. SEPARATION OF INSUREDS

Except with respect to the Limits of Liability and any rights and duties specifically assigned to the "first named insured", this insurance applies:

1. As if each "first named insured" were the only "named insured"; and
2. Separately to each “insured” against whom a “claim” is made.

Misrepresentation, concealment, breach of condition or violation of any duty under this policy by one “insured” shall not prejudice the interest or coverage for another “insured” under this policy, except where an "insured" is a parent, subsidiary, or affiliate of the "named insured" set forth in Item 1 of the Declarations. For purposes of the immediately preceding sentence, an "affiliate" is any company or entity that is in control of, controlled by, or under common control with the "named insured". "Control" (including the terms "controlled by" and "under common control with") as used herein includes, but is not limited to, the possession, directly or indirectly and whether acting alone or in conjunction with others, of the authority to direct or cause the direction of the management or policies of a company or entity. A voting interest of twenty five percent (25%) or more creates a rebuttable presumption of control.

N. SOLE AGENT

The "first named insured" shall act on behalf of all “insureds” for all purposes, including but not limited to the payment of Deductible amounts, payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in EXTENDED REPORTING PERIODS (Section VII.).

O. SUBROGATION

In the event of any payment under this policy, we shall be subrogated to all of an “insured’s” rights of recovery against any person or organization, including any rights to contribution from any other insurer. An “insured” shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No “insured” shall do anything to impair, prejudice or waive such rights.

Any recovery obtained through subrogation shall accrue first to the “insured” to the extent of any payments in excess of the limit of liability; then to us to the extent of our payment under the policy; and then to the “insured” to the extent of the Deductible. Expenses incurred in such subrogation shall be apportioned among the interested parties in the recovery in the proportion that each interested party’s share in the recovery bears to the total recovery.

P. THIRD PARTY BENEFICIARIES

No third party beneficiaries are created as a result of this policy. This policy creates no rights by or on behalf of any third parties. We have no obligation under this policy to any third party whatsoever and specifically we have no obligation to make payment to or on behalf of anyone except the "insured".

Choice of Law

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "first named insured" and in reliance upon the statements made in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy that **CONDITIONS** (Section X.), paragraph **F. CHOICE OF LAW** is deleted in its entirety.

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Known Pollution Event Schedule Excluding Cleanup

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "first named insured" and in reliance upon the statements made in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, that:

1. Pursuant to EXCLUSIONS (Section VI.), Exclusion H. Known Pollution Event, shall not apply to any known "pollution event" scheduled below or disclosed in the documents scheduled below, provided that any such "pollution event" is not otherwise excluded under the policy.

"COVERED LOCATION(S)"	"POLLUTION EVENT" REFERENCE
2015-1-28 Engineering and Land Planning Associates Plan of Survey Block 103 Lots 7-27, Block 107 Lot 1 and Block 113 lot 1	*1995-12-22* NJDEP Memorandum Soil Cleanup Criteria 4466-4468 *1996-10-25* Declaration on Environmental Restrictions Made by Henkel Corporation 2000-2-14 NJDEP Letter. to Cognis Confirmed Henkel not ISRA subject-however still responsible for remediation 4384-4394 2001-4-22 NJDEP GIN Notice 4357-4361 2001-6-18 NJDEP Preliminary Assessment Report Correspondence w/ Exhibits 2847- 2862 2001-6-18 Lines of Cross sections A-A' and BB' 2643 2001-9-12 Notarial Deed (Exhibit C) 4015-4018 2001-9-12 Share purchase Agreement Henkel and Cognis 4019-4028 2001-9-14 Re: Remediation Application Agreement-General Information Notice 2192-2201 2001-9-14 Re: Remediation Application Agreement-General Information Notice 4379-4384 2001-9-14 NJDEP GIN Form 4003-4008 2001-10 IT Corporation-Preliminary Assessment Report-Volume 1: Texts, Tables and Figures Note: Figures 2.2 through 14.3 noted in "List of Figures" are not within these bates stamped documents 2864-

	2990 2001-10-3 NJDEP Letter Cognis Receipt if ISRA GIN Notice 2189-2191 2001-10-12 NJDEP to Henkel Corp to Executed RA 2188 2001-10-12 Henkel Corp to NJDEP Executed RA 2721-2728 2001-10-12 Henkel Corp to NJDEP Executed RA 4371-4378 2001-11-14 Cognis to NJDEP Industrial Establishment-PA done SI Required 2001-11-29 NJDEP GIN Form 4009-4029 2001-11-29 NJDEP GIN Notice 4362-4367 2001-11-30 NJDEP RA Amendment 2549-2552 2001-11-30 Henkel Letter to NJDEP GIN Notice & RA Amendment App. 2719-2720 2001-12-5 Henkel to NJDEP Remediation Agreement Amendment 2729-2732 2001-12-5 Henkel to NJDEP Remediation Agreement Amendment4368-4370 2001-12-5 RA Application (Amendment Requested) 3943-3953 *2001-12-15* Re: Remediation Agreement Amendment in the Matter of Henkel Corporation ISRA Case 00001-00004 2002-4 NJDEP Groundwater Quality Criteria Exceeded in Monitoring Wells, April 2002 2002-4-8 Shaw Env. Shallow Groundwater Contour Map 2645 2002-5-28 or 2002-6-5. No date of approval. Total Petroleum Hydrocarbons Exceeding NJDEP Residential Soil Cleanup Standards 2002-5-28 Shaw Env. Volatile Organic Compounds Exceeding NJDEP Residential Soil Cleanup Standards 2647 2002-5-28 Semivolatile Organic Compounds Exceeding NJDEP Residential Soil Cleanup Standards 2648 2002-5-28 Shaw Env. Herbicides, Pesticides, and PCBS Exceeding NJDEP Residential Soil Cleanup Standards 2649 2002-5-28 Shaw Env. Metals Exceeding NJDEP Residential Soil Cleanup Standards 2650 2002-5-28 Shaw TPH Exceeding NJDEP Residential Soil Cleanup Standards 2651 2002-5-28 Shaw Env. NJDEP GWQ Criteria Exceeded In MW 2652 2002-7-10 Shaw Env. Shallow Groundwater Contour Map 2646 2002-7-J0 Volatile Organic Compounds Exceeding NJDEP Residential Soil Cleanup Standards 2002-7-15 Geologic Cross-Sections A-A' and B-B' 2644 2002-8-22 Cognis to NJDEP Closing Facility Permit NJD065804064 2183 2002-8-29 RCRA Computer Printout from Hazardous waste Manifest System 02186 2002-11 IT Corporation Site Investigation Report 3799-

	3942 Note: Figures 2-12 and Appendices Missing 2002-12-2 Metals Exceeding NJDEP Residential Soil Cleanup Standards 2650 2002-12-9 Volatile Organic Compounds Exceeding NJDEP Residential Soil Cleanup Standards 2647 2002-12-9 Semivolatile Organic Compounds Exceeding NJDEP Residential Soil Cleanup Standards 2648 2002-12-9 Herbicides, Pesticides, and PCBS Exceeding NJDEP Residential Soil Cleanup Standards 2649 2003-1-6 NJDEP Biennial Certification Monitoring Report Form for a Deed Notice & Engineering Control 4030-4052 2003-2-10 NJDEP Memorandum PA/SIR of 10-2001 & 4-2002 4335-4356 2003-2-2004-2014 City of Hoboken- Tank Inspections Fire Sub code Technical Section 2003-3-13 Cognis Public Notice Expansion of Kankakee, IL plant, closing of Hoboken Plant 2003-3-15 NJDEP Memorandum Phase II SI SAP of 3-2003 4263-4264 2003-3-25 NJDEP Memorandum SIR of 11-2002 4265-4268 2003-4-3 NJDEP Memorandum RIR 3-2003 4326-4328 2003-5-15 NJDEP Memorandum Phase II SI SAP of 3-2003 4329-4330 2003-5-16 Shaw TPH Exceeding NJDEP Residential Soil Cleanup Standards 2637 2003-5-16 Shaw Pesticides & PCB Exceeding NJDEP Residential Soil Cleanup Standards 2638 2003-5-25 NJDEP Memorandum SIR of 11-2002 4331-4334 2003-6-1 Analysis data Trace Level Organic Compounds 4284-4293 2003-6-10 GW Contour Map Shallow Wells 2632 2003-6-10 GW Contour Map Deep Wells 2633 2003-7-16 Semivolatile Organic Compounds Exceeding NJDEP Residential Soil Cleanup Standards 2639 2003-7-16 Shaw Env. Volatile Organic Compounds Exceeding NJDEP Residential Soil Cleanup Standards 2640 2003-7-16 Metals Exceeding NJDEP Residential Soil Cleanup Standards 2636 2003-8-6 GW Contour Map Shallow Wells 2634 2003-8-6 GW Contour Map Deep Wells 2634 2003-8-15 Shaw Env. NJDEP GWQ Criteria Exceeded In MW 2641 2003-8-21- Shaw Env. Site Loc Map 2627 2003-8-21 Shaw Map Lines of Cross-Sections 2628 2003-8-21 Geologic Cross-Section A-A' 2629 2003-8-21 Geologic Cross-Section B-B' 2630 2003-8-21 Geologic Cross-Section C-C' 2631 2003-9 Shaw Env. Phase II Site Investigation Report 2991-3224 Note: Figures 1-15 and Appendices A-J are not within these bates stamped documents 2003-9-4 Shaw Site Location Map 2627

	2003-9-4 Shaw TPH Exceeding NJDEP Residential Soil Cleanup Standards 2637 2003-9-4 Shaw PCBS Exceeding NJDEP Residential Soil Cleanup Standards 2638 2003-9-4 Shaw Organic Compounds Exceeding NJDEP Residential Soil Cleanup Standards 2639 2003-9-4 Shaw TPH Exceeding NJDEP Residential Soil Cleanup Standards 2640 2003-10-6 NJDEP Memorandum RIR 9-2003 4322-4325 2003-11-13 NJDEP Memorandum RIR 9-10-2003 4294-4321 2003-12-17 Tanks Still at Cognis Drafter: Independent Testing and Consulting 2003-11 Shaw Phase III SI SAP 4470-4673 2004-1-30 Shaw Env. Map Metals Exceeding NJDEP Residential Soil Cleanup Standards 2624 2004-1-30 Total Petroleum Hydrocarbons Exceeding NJDEP Soil Cleanup Standard 2625 2004-2-24 Shaw Env Site Map 2621 2004-3-10 through 2004-6-10 Hoboken Building Department Internal Records Drafter: Alfred N. Arezzo, Construction Official and 2003-12-17 and 2004-5-27 Tank Inspections Fire Code Docs. Cognis/Hoboken, NJ 2004-3-12 E-mail correspondence Dioxin test results and Table attachment 4107-4108 2004-3-29 E-mail Correspondence- proposed MS site 4122-4124 2004-5 Shaw Env. Phase III Site Investigation Report, Revised- Volume I: Texts, Tables and Figures 3319-3797 2004-5-6 NJDEP Memo to File Site Status NJSCC 4117 2004-6-8 GW Contour Maps Shallow Wells 2617 2004-6-8 GW Contour Maps Deep Wells 2616 2004-6-9 Shaw Polychlorinated Biphenyls Above NJDEP Residential Soil Cleanup Standards Site map 2619- 2004-6-9 Shaw Polychlorinated Biphenyls Above NJDEP Residential Soil Cleanup Standards Site map 2623 2004-6-9 Site Map 2616- 2004-6-9- Shaw Env. Proposed Excavation & Capping Areas 2656 2004-6-26 Site Plan with Lines of Cross-Sections 2653 2004-7-14 Shaw Env. Geologic Cross-Sections A-A', B-B', C-C', D-D', E-E', F'."F & G-G' 2654 2004-7-14 Shaw Env. Geologic Cross-Sections H-H', I-I', J-J', K-K", L-L', M-M'. & N-N'. 2655 2004-7-15 TAMS Benzene ISOCONCENTRATION Map 2678-2687 2004-7-15 TAMS LEAD ISOCONCENTRATION Map 2688-2699 2004-7-15 TAMS PCB ISOCONCENTRATION Map 2700-2710 2004-7-16 NJDEP Memo to File GW Plume Estimate 4087 2004-7-21 NRD Site Information 4085-4086

	2004-7-30 Shaw Env. To NJDEP Copies of RAWP 3431(3432) 2004-7 Shaw Env. RAWP 3433-3797 2004-8-12 TAMS TPCH ISOCONCENTRATION Map 2711-2716 2004-9 TAMS-Earthtech Co. Final Draft: Site Investigation Report - Triad Approach 2341-2516 2004-9 TAMS Arsenic ISOCONCENTRATION Map 2657-2659 2004-9 TAMS Benzene ISOCONCENTRATION Map 2660-2663 2004-9 TAMS LEAD ISOCONCENTRATION Map 2663-2665 2004-9 TAMS PCB ISOCONCENTRATION Map 2666 2004-9 TAMS Arsenic ISOCONCENTRATION Map 2667-2677 2004-9 TAMS PCB ISOCONCENTRATION Map 2717-2718 2004-9-8 NJDEP Memorandum Phase III SIR 5-2004 & RAWP 7-30-2004 4252-4258 2004-9-17 NJDEP Memorandum RIR/RAW 5-28 & 7-30-2004 4269-4293 2004-10-4 NJDEP Memo to file NJDEP Meeting with NJSCC Site PCB's in Soil 4116 2004-10-4 NJDEP Memorandum GW Soil Cleanup Criteria Change Rejection 4240-4241 2004-10-5 NJDEP Memorandum Final Draft SIR Triad Approach Final 9-2004 4250-4251 2004-10-14 NJDEP Memo to file NJDEP Meeting BNCK and BNCM Manager Site Summary confirm receipt of required Material. 4115 2004-10-14 NJDEP Memo Info on Adjacent Day Care Site W- Reports 4118-4121 2004-10-14 NJDEP Memo to NJSCC Proposed Hoboken Middle School Site 4122-4138 2004-10-13 NJDEP Memorandum Sub SIR Triad Approach Final 9-2004 4247 2004-10-20 NJDEP Memorandum Sub SIR Triad Approach Final 9-2004 4242-4246 2004-10-25 NJDEP Memo to file NJDEP Meeting with NJSCC Site Summary 4114 2004-12-23 (Received Stamp) NJDEP to Cognis-RA-RIR Report Reviews and Comments.2733-2777 w/Attachments 2004-9 TAMS-Earthtech Co. Final Draft: Site Investigation Report - Triad Approach 2778-2846 2005-12-6 Shaw Env to NJDEP Phase III SI and SAP Plan 4469-4679 2005-2-1 NJDEP Fax to Shaw Env NJDEP will call them on open questions 4465 2005-2-10 Cognis to NJDEP Response to 12-23-2004 Letter Requesting Extension 4462 2005-2-14 NJDEP Memo to File Confirm Henkel Corp Meeting with NJDEP 4113 2005-2-15 MJDEP Memo Sub of RIR11-2003 4239 2005-2-15 NJDEP Memorandum Phase III SI-Sampling And Analysis 11-2003 4248-4249

	2005-2-22 NJDEP Memo to File Confirm NJDEP Phone Con with NJSCC 4112 2005-4-4 Cognis to NJDEP Response to 12-23-2004 Letter 2245 2005-4-4 Cognis to NJDEP Response to 12-23-2004 Letter 4424-4461 2005-4 NJDEP Phone Memo Contact with Cognis on Missing Schedule and NJSCC Meeting 4423 2005-6-1 NJDEP Letter Notice of continuing need for the Remediation Schedule 4419-422 2005-6-17 Cognis E-mail to NJDEP Will be Delivering Remediation Schedule 4418 2005-6-17 Cognis Letter to NJDEP Delivery of Remediation Schedule 4409- 4415 2205-6-29 NJDEP-Fowler-Phone Memo Prospective Buyers Conversation Notes 4408 2005-7-11 Cognis to NJDEP 3 copies of Phase IV SI/SA of 2005-7 2246 2005-7 Shaw Env. Phase IV SI-Sampling And Analysis 2247-2294 2005-7-13 Cognis to NJDEP Confirming ISRA is only permit use at site. 2243-2244 2005-7-13 Cognis to NJDEP Confirming ISRA is only permit use at site. 4416-4417 2005-7-14 NJDEP Memo to File Notes on TAMs consulting 4110-4111 2005-8-30 NJDEP Letter to Cognis RA Schedule Revision Declination 2240-2241 2005-8-1 Phone Memo on Henkel by Ed Vanyo NJDEP Needs addl. data to justify RA revision 2242 2005-8-9 NJDEP Memo Response to Phase IV SI SAP of 7-2005 and 12-23-2004 and NJDEP Letter 4-4-2005 4210-4213 2005-9-9 Cognis to NJDEP Revised Remediation Schedule 2236-2237 2005-9-19 Cognis to NJDEP Copies of 9-2005 ISRA Remediation Schedule 2229-2233 (2234-2239) 2005-9-30 NJDEP Memo Sub of Response to NJDEP Letter 12-23-2004 Phase IV SAP 4230-4238 2005-11-29-2014-9-24 GW Sample summary Table 2006-2-3 NJDEP Letter. to Henkel RA-Supporting Doc Review and Comments 2211-2228 2006-2-3 NJDEP Memo Baseline Ecological Evaluation Requesting further Eval. 4227 2006-3-19 NJDEP Memo Address correction 2210 2006-4-5 NJDEP to NJ School Const. Review of ISRA Response Letter-Phase I PASI 2207-2209 2006-5-5 NJDEP Comments on ISRA Response Letter (2006-2) 2208-2209 2006-6 Shaw Env. Baseline Ecological Evaluation 3954-4001 *2006-6-16 Re*: Cognis Corp Response to NJDEP Letter Dated February 3, 2006 2554-2573 2006-6-18 NJDEP Memo 6-16-2006 Response to 2-3-2006 NJDEP Letter on Phase IV SI SAP of 7-2005 4208 *2006-8-2 Phone Memo Preparer: Gene P. Fowler, Case*

	Management, Bureau of Northern Case Management (NJDEP) *2006-8-2 NJDEP Memo 6-2007 BEE Review 4228-4229* *2006-8-8 NJDEP Letter on 7-2006 Baseline Ecological Evaluation 4206-4207* 2006-8-17 NJDEP Letter to Henkel Remediation Agreement (RA) in the Matter of Henkel Corporation Remediation Schedule Dated June 16, 2006 2202-2203 2006-9-12 NJDEP Memo NJDEP Memo Case Study/ Status 2006-2-3 4222-4226 *2006-9-14 Re*: Cognis response to NJDEP Letter Dated February 3, 2006 Revised RIR Delivery date. 2295-2296 2006-9 Shaw Env. Phase III Site Investigation Report, Revised- Volume I: Texts, Tables and Figures 3224-3319 Note: Analytical Laboratory Deliverables noted in TOC are not within these bates stamped documents 2006-10-19 NJDEP Memo Res to 2-3-2006 Letter Re Phase IV SI Sampling and SAP 7-2005 and Revised SIR 7-2006 4204-4205 2006-11-15 NJDEP Memo Case Study/ Status 2006-2-3 4220-4221 2007-7-25 NJDEP e-mail DER Conversation and attached Declaration of Environmental Restrictions 4395-4406 2007-10-1 Cognis to NJDEP Deed Notice - Biennial Certification Monitoring Report Form for a Deed Notice & Engineering Control 2319- 2340 2007-10-29 Cognis to NJDEP Biennial Certification Check Copy. 2316-2318 2007-11-23 NJDEP Biennial Report for Deed Notice and Engineering Controls 4001-4003 2009-10-28 NJDEP Memo to File Letter to Mayor Re: Overview of Site Conditions and Status of Vapor Intrusion in Residences 4109 2009-10-28 NJDEP E-mail to Mayor Re: Redevelopment Concerns Status 4155 2009-10-13 (Various dates) NJDEP E-mails and notes 4156-4196 2009-11NJDEP Memo to File Dioxin is not exceedance in on-site soil W-E-mails 4100-4108 2009-11-9-12 Miscellaneous e-mails on Day Care site/VI 4152-4155 *2010-1-13 Re*: Cognis response to NJDEP Letter dated December 2, 2009 2577-2585 2010-2-8 Re: Cognis Letter to NJDEP Deed Notice - Biennial Certification - with Attachments 2585-2614 2010-3-29 NJDEP Deed notice Biennial Cert. 2297-2315 2010-4-21 Drinkel Letter to Curley-Trespass issue by URSA 2573-2574 2010-5-13 NJDEP Memo RIR Comments on AOC's 2010-5-13 NJDEP Memo Technical Assistance-Trespass Soil Dumped 4217-4218 2010-5-19 NJDEP Memo RIR Comments on AOC's 4216

	2010-6-9 NJDEP Memo to File 6-7-2010 Discussion with Consultants-TPH & PDB Analysis W-Attached E-mails 4097-4099 2010-6-23 NJDEP Memorandum RIR Waste Sampling Soil 6–22-2010 4057 2010-6-23 (6-29-10 Notes) NJDEP E-mail Soils Status 4151 2010-8-12 NJDEP Memorandum RIR QA/QC Waste Sampling 7-27-2010 4055 2010-10 AMO Env. Decisions proposed Concrete Sample Locations Map 2579 2010-10 AMO Env. Decisions Table 1 Frequency of Concrete Sampling 2580 2010-10 AMO Env. Decisions Table 2 Proposed Concrete Re-use Analytical Parameters 2581 2010-10 AMO Env. Decisions Table 3 Indoor Air Assessment Schedules 2582 2010-10-6 NJDEP Memo Proposed Day Care Center Will Evaluate VI Need 4150 2010-10-6 NJDEP Memo Adjacent Day Care Center Distance and Need To Discuss 4148 2010-10-6 NJDEP Memo Adjacent Day Care Center Need Distance to Henkel 4149 2010-10-6 NJDEP Memo Vacant Adjacent Day Care Center VI Study Not Done 4145-4146 2010-10-7 NJDEP Memo Vacant Adjacent Day Care Center VI Study Not Done 4144 2010-10-7 NJDEP Memo Vacant Adjacent Buildings Need To Evaluate New Const. and VI 4147 2010-10-7 NJDEP Memo Vacant Adjacent Day Care Center VI Study 4142-4143 2010-10-14 NJDEP Memo Adjacent Site Info Day Care Center 4140-4141 2010-10-20 Cognis Letter. to Adventures in Learning Need for addl. Air Samples 2575 2010-10-22 Gorman Prop. (Landlord) Letter to Cognis Further Sampling not required. 2010-11-18 NJDEP Memorandum Concrete Sampling Plan/October 26, 2010 4054 2010-11-18 NJDEP Memo to File Round Table Concrete Sampling Plan 4095 2011-1-19 NJDEP Memorandum 2010-12-28 RIR Adventures ion Learning Daycare Center 4053 2011-2-15 NJDEP to Henkel Corrected All Bills Are Paid 4139 2011-3-17 NJDEP Memo Analytical data Validation 12-4 & 5 2010 Sampling Henkel Corp 4201-4203 *2011-3-24 NJDEP Memo RIR VI Invest. Report Adventures In Learning 12-28-2010 4197-4200* *(2010-12-4) Air Sampling Event 4198* *(2010-12-5) Sub Slab Gas Sampling Event 4199-4200* 2011-4-30 (Redressed 6-10-2011) PennJersey Env. Cons. To NJDEP Documentation of Short term Cap Disruption 2533-2547 2011-11-1 Re: BASF to NJDEP Deed Notice - Biennial Certification and all Attachments 2517-2532

	2014-1-27 ATC Grp Proposal-Beneficial Use-Reuse Project 2014-11-15 Historic Chain of Title 00216-00226 2015-1-15 FOIA Report of Non-Sensitive Compliance Monitoring and Enforcement Data 2177-2182 2015-1-28 Eng. And Land Planning Associates Survey Block 103 Lots 7-27, Block 107 Lot 1 and Block 113 Lot 1 00098 2015-2 Excel Environmental Preliminary Assessment Report: Cognis Corporation/BASF for City of Hoboken 0146-02182 2015-8-8 NJDEP Phone memo Need documentation on RAWP 2242 2015-11 Excel Environmental PHASE I Environmental Site Assessment: Cognis Corporation/BASF for City of Hoboken 2016-1-20 Excel Env. BASF Remedial Action Synopsis 2016-3-16 NJDEP Waiver of Financial Assurance requirements. 2016-9-30 Excel Env. Updated BASF Phase I-ESA Report 2016-10 Excel Env. Updated BASF Phase I-ESA Report Undated AOC Summary 4058-4059 Undated Environmental Concerns Tracking Sheet 4060-4084 Undated NJDEP Memo Comments on Phase III SI SAP of 11-2003 4214 Undated BASF Hoboken Well Location Map Undated NJDEP Remedial Priority Scoring Information Request Form 2583- 2584 Undated Confidential Attorney Work Product 4088-4093 Undated Confidential Attorney Work Product 4094-4095 Undated Biennial Certification Monitoring Report Form for a Deed Notice and Engineering Control 4030-4052 Undated Aerial 00099 Undated Remedial Priority Scoring (RPS) Feedback form 02584 Undated Excel Env. BASF Hoboken Post 2004 Groundwater Results Summary Working Draft 04676-04678

2. Pursuant to paragraph 1 of this endorsement, the “pollution event(s)” scheduled below or disclosed in the documents scheduled below are hereby excluded solely with respect to “cleanup costs”.

“COVERED LOCATION(S)”	**“POLLUTION EVENT” REFERENCE**
2015-1-28 Engineering and Land Planning Associates Plan of Survey Block 103 Lots 7-27, Block 107 Lot 1 and Block 113 lot 1	**P**ollution events in groundwater

3. Notwithstanding paragraph 2, above, following our receipt and review of a No Further Action determination or other equivalent confirmation from the “governmental authority” having jurisdiction over the "pollution event" that no further cleanup or other action is required with respect to such "pollution event", we may issue an endorsement modifying the exclusion in paragraph 2 above to provide coverage in whole or in part for such referenced “pollution event” provided

further that any such modification may include specific terms, conditions, sub-limits of liability, or separate Deductibles/Retentions we reasonably deem necessary and appropriate.

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

E-Discovery Expenses

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "first named insured" and in reliance upon the statements made in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, that the following changes shall apply:

I. The following is added to Item 3. Supplementary Payment Limits of the Declarations:

$< 100,000 > E-Discovery Expenses Limit

II. The following is added to SUPPLEMENTARY PAYMENTS (Section II):

E-DISCOVERY EXPENSES

In connection with a "claim" and/or "potential claim" we will pay "E-Discovery expenses" provided the "E-Discovery expenses" are first incurred by the "named insured" during the "policy period" and reported to us in writing as described in CLAIM PROVISIONS (Section IX.) of the policy.

The amount that we will pay for "E-Discovery expenses" is set forth in Item 3. of the Declarations and the LIMITS OF LIABILITY AND DEDUCTIBLE (Section VIII.) of the policy as amended by this endorsement.

III. DEFINITIONS (Section V) is amended as follows:

A. The following Definitions are added:

1. "E-Discovery expenses" means the collection, processing, converting, reviewing and producing electronically stored information in connection with the investigation and defense of a "potential claim" or "claim" against the "named insured".

2. "E-Discovery consulting services" means the e-discovery readiness assessment and consulting services by an "E-Discovery consultant".

3. "E-Discovery consultant" means an approved consulting professional as scheduled in Appendix "A" attached hereto.

B. The following is added to paragraph D. "Claim expenses":

or 3. "E-Discovery expenses" in connection with a "claim" agreed to by us.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE (Section VIII) is amended to add the following paragraph:

E-DISCOVERY EXPENSES LIMIT

The most we will pay for all "E-Discovery expenses" under SUPPLEMENTARY PAYMENTS (Section I.) is the E-Discovery Expenses Limit set forth in Item 3. of the Declarations. The E-Discovery Expenses Limit does not reduce any other Limit of Liability and any applicable Deductible shall not apply to such limit. If the Aggregate Policy Limit is exhausted we shall not be liable for “E-Discovery expenses”.

Subject to the foregoing, in connection with a “claim” under the policy and to the extent the E-Discovery Expenses Limit is exhausted, additional “E-Discovery expenses” shall be included as “claim expenses” and shall be subject to any applicable Deductible and Limit of Liability under the policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Retroactive Dates

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "first named insured" and in reliance upon the statements made in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, that solely with respect to the INSURING AGREEMENTS specified in the Schedule below the corresponding "retroactive dates" shall apply to the policy.

Insuring Agreement(s)	Retroactive Date(s)
Coverage D: Transportation Liability	12/01/2016
Coverage E: Incidental Contractor's Pollution Liability	12/01/2016

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Schedule of Covered Locations

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "first named insured" and in reliance upon the statements made in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, that the following are "covered location(s)" for the purpose of DEFINITIONS (Section V.) paragraph H., and the following additional information as indicated in the respective column heading shall apply corresponding with such "covered location" pursuant to the terms and conditions of the policy. If such area is indicated with N/A (Not Applicable), left blank or blacked out than such provision shall not apply to such corresponding "covered location".

Covered Location Description	Use Description	Retroactive Date	Delimitation Date
Boundary and Topographical Survey 2015-1-28 Engineering and Land Planning Associates Plan of Survey Block 103 Lots 7-27, Block 107 Lot 1 and Block 113 lot 1 **COVERED LOCATION SCHEDULE-** Metes & Bounds **<u>TAX MAP BLOCK 103. LOT 7</u>** BEGINNING at a point formed by the intersection of the easterly line of Madison Street with the southerly line of Twelfth Street and running thence: (I) S 13° 04' Wand along the easterly line of Madison Street a distance of 250.00 feet to a point, thence (2) S 76° 56' E and parallel to Twelfth Street a distance of 200.00 feet to a point in the westerly line of Jefferson Street, thence (3) N 13° 04' E and along the westerly line of Jefferson	City Park and Associated Structures	None	12/01/2016

Street, a distance of 250.00 feet to a point in the southerly line of Twelfth Street, thence (4) N 76° 56' Wand along the southerly line of Twelfth Street a distance of 200.00 feet to a point in the easterly line of Madison Street, said point being the point or place of beginning. CONTAINING 50,000 square feet. SAID parcel being formerly designated as Block 103, Lots 7 to 26 on the Tax Map of the City of Hoboken. **<u>TAX MAP BLOCK 107, LOT 1</u>** BEGINNING at a point formed by the intersection of the westerly line of Adams Street with the northerly line of Twelfth Street and running thence: (1) N 13° 04' E and along the westerly line of Adams Street a distance of 400.00 feet to a point in the southerly line of Thirteenth Street, thence (2) N 76° 56' Wand along the southerly line of Thirteenth Street a distance of 465.00 feet to a point in the easterly line of Madison Street, thence (3) S 13° 04' Wand along the easterly line of Madison Street a distance of 400.00 feet to a point in the northerly line of Twelfth Street, thence (4) S 76° 56' E and along the northerly line of Twelfth Street a distance of 465.00 feet to a point in the westerly line of Adams Street, said point being the point or place of beginning. CONTAINING 186,000 square feet. SAID parcel being formerly designated as Block 107, Lots 1 to 32 and Block 108, Lots **1** to 32 on the Tax Map of the City of Hoboken. **<u>TAX MAP BLOCK 113, LOT 1</u>** BEGINNING at a point formed by the intersection of the westerly line of Adams Street with the northerly line of Thirteenth Street and running thence: (1) N 13° 04' E and along the westerly line of Adams Street a distance of 150.00 feet to a point, thence (2) N 76° 56' Wand parallel to Thirteenth Street a distance of 200.00 feet to a point in the easterly line of Jefferson Street, thence			

(3) S 13° 04' Wand along the easterly line of Jefferson Street a distance of 150.00 feet to a point in the northerly line of Thirteenth Street, thence (4) S 76° 56' E and along the northerly line of Thirteenth Street a distance of 200.00 feet to a point in the westerly line of Adams Street, said point being the point or place of beginning. CONTAINING 30,000 square feet. SAID parcel being formerly designated as Block 113, Lots 1 to 6 and Lots 27 to 32 on the Tax Map of the City of Hoboken. Note for Information Only: It is further agreed, that this Policy does not apply to "claims", "cleanup costs", "loss", "interruption expenses", "emergency expenses", "claim expenses" , Supplementary Payments or any other coverages afforded by endorsement attached to this Policy arising from an "existing pollution event" and/or "new pollution event" on, at, under or migrating from any "covered location" unless such "covered location" is specifically endorsed onto this Policy as a "covered location". During the "policy period", the "first named insured" may request that a new location be added to this Policy by endorsement. The Company shall advise the "first named insured" of any information needed to consider the request. If the Company agrees to add this new location to the Policy, it will do so by issuing an endorsement adding the location as a "covered location". Coverage for any such added location will not be effective until the Company issues the endorsement adding the location as a "covered location". Locations added to the Policy may be subject to additional premium or coverage restrictions.			

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Nuclear Energy Liability Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "first named insured" and in reliance upon the statements made in the application process and in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, that the following is added to EXCLUSIONS (Section VI.):

Nuclear Energy Liability

1. Any coverage for "cleanup costs" , "loss", "interruption expenses", "emergency expenses", Supplementary Payments and applicable "claim expenses":
   a. For which an "insured" under the policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or
   b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any liability coverage, "cleanup costs", "loss", "interruption expenses", "emergency expenses", Supplementary Payments and applicable "claim expenses" resulting from "hazardous properties" of "nuclear material," if:
   a. The "nuclear material" (i) is at any "nuclear facility" owned by or operated by or on behalf of, an "insured" or (ii) has been discharged or dispersed therefrom;
   b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
   c. The "cleanup costs", "loss", "interruption expenses", "emergency expenses", Supplementary Payments and applicable "claim expenses" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

As used in this exclusion:

“Hazardous properties” includes radioactive, toxic or explosive properties.

“Nuclear material” means “source material”, “special nuclear material” or “by-product material”.

“Source material”, “special nuclear material”, and **“by-product material”** have the meanings given them in the Atomic Energy act of 1954 or in any law amendatory thereof.

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor.”

“Waste” means any waste matter (a) containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content, and (b) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.

“Nuclear facility” means:

a. Any “nuclear reactor”;

b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing “spent fuel”, or (3) handling, processing or packaging “waste”;

c. Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. “Property damage” for the purposes of this endorsement, includes all forms of radioactive contamination of property.

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Schedule of Insured Contracts

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "first named insured" and in reliance upon the statements made in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, that that for purposes of DEFINITIONS, (Section V.), Paragraph V., the following agreements and contracts scheduled below are considered "insured contracts".

SCHEDULE
2016-11 Agreement of Purchase and Sale by and between Cognis USA, LLC (Seller) and City of Hoboken (Buyer) As Amended

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Responsible Insured Policy Amendment

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability Policy – Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "named insured" and in reliance upon the statements made in the application process and the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, that:

A) DEFINITIONS (Section V.) shall be amended as follows:

A. Definition MM. "Responsible insured" is deleted in its entirety and replaced with the following:

MM. "Responsible insured" means the Named Insured's Risk Manager, higher ranking official with responsibility for compliance, environmental or legal affairs, or risk management "covered location".

B) CLAIM PROVISIONS (Section IX.) Shall be amended as follows:

1. Section A. NOTICE OF DISCOVERY OR CLAIM & SECTION B. NOTICE OF POTENTIAL CLAIM is deleted in its entirety and replaced with the following:

A. NOTICE OF DISCOVERY OR CLAIM

In the event of a "discovery" or "claim", the "responsible insured" shall give written notice to us as soon as possible containing particulars sufficient to identify an "insured" and reasonably obtainable information including:

1. The time, place, location, and a detailed explanation of the "pollution event" including, as applicable, the date of "discovery" or the date the "insured" received the "claim";
2. The names and addresses of any injured parties and available witnesses;
3. Any and all investigative or engineering reports, data or information about the "pollution event", "loss" or "other loss"; and
4. Any and all other relevant information about the "pollution event", "claim", "loss" or "other loss".

If a "claim" is made against an "insured", the "responsible insured" shall as soon as reasonably practicable forward to us every demand, notice, summons, complaint, order or other process or legal papers received by an "insured" or its representatives.

B. NOTICE OF POTENTIAL CLAIM

If during the “policy period” the “insured” first becomes aware of a "potential claim", the “responsible insured” may provide written notice to us containing particulars sufficient to identify an “insured” and providing all of the following information:

1. The cause of the "new pollution event" if known or suspected, including any potential cause;
2. The time, place, location, and details of the "new pollution event" including how and when the “insured” first became aware of the “potential claim";
3. The names and addresses of any actually or potentially injured parties or damaged property, and available witnesses, if and to the extent reasonably available;
4. Any and all investigative or engineering reports, data or information about the “potential claim", and any other information concerning “loss” or "other loss" that may result; and
5. Any other relevant information about the “potential claim", “loss” or "other loss".

If all of the foregoing information is provided to us in writing during the "policy period" and the "potential claim" subsequently becomes a “claim” made against the “insured” and reported to us during any renewal policy, any applicable extended reporting period, or within five (5) years after the later of the end of any such policy or extended reporting period, such "claim" shall be deemed, for the purposes of this insurance, to have been made and reported on the date on which written notice of the “potential claim” was first received by us and shall be subject to the terms, conditions and Limits of Liability applicable to this policy.

We may elect to investigate any "potential claim" which is reported to us. Any costs associated with the investigation of a "potential claim" prior to a "claim" being made will not be considered "claim expenses". These costs shall not be applied towards reducing the applicable Deductible, and are in addition to the Limits of Liability and shall be borne by us.

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Additional Named Insured

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "named insured" and in reliance upon the statements made in the application process and in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions and conditions of the policy, that the person(s) or entity(s) listed below is(are) a "named insured" pursuant to DEFINITIONS, Section V., paragraph CC. Named Insured:

Named Insured:

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Amendment of Policy Form Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	___	___

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "named insured" and in reliance upon the statements made in the application process and in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions and conditions of the policy that the following amendments shall apply:

1. DEFINITIONS (Section V.) shall be amended as follows:

A. Definition CC. "Named insured" shall be deleted in its entirety and replaced with the following:

CC. "Named insured" means:

1. The "first named insured";
2. Any present or former principal, partner, director, officer, member or manager, trustee, employee, authorized agent, leased employee or temporary employee of a "named insured" while any of the foregoing are acting within the scope of his/her duties or written agreement with such "named insured".
3. Any other person or entity listed in a Named Insured endorsement attached to the policy, if any.
4. Any other party in interest that the FIRST NAMED INSURED or Affiliated Entity is required by contract to name as an ADDITIONAL NAMED INSURED on this Policy following the inception date of this Policy, but solely to the extent such person(s) or entity(ies) is liable as a result of the ownership, occupation, development, operation, maintenance, financing or use of any "covered location".
5. the entities listed in the below entity schedule;

Entity Schedule:

The following entity (ies) is (are) included as an Named Insureds(s):

- None at inception

and their respective heir's, successors, assigns, predecessors, subsidiaries, agents, employees, representatives, officers, directors and shareholders of each of the aforesaid entities.

2. EXCLUSIONS (Section VI.) shall be amended as follows:

A. Exclusion **G. DIVESTED, ABANDONED OR CONDEMNED PROPERTY** shall be deleted in its entirety

3. CONDITIONS (Section X.) shall be amended as follows:

A. Condition **K. OTHER INSURANCE** shall be deleted in its entirety and replaced with the following:

K. OTHER INSURANCE

The insurance provided under this policy is primary insurance, except this insurance shall apply as excess insurance:

Clause is modified to include the following change:

1. d. where a “Named Insured” is provided Additional Insured status under another policy requiring that policy to respond on a primary basis and not seek contribution from other insurance available to the Additional Insured. Once the insurance carrier(iers) which issued such other insurance has been placed on notice of its obligation to pay an amount also covered under this Policy, this policy will respond on an excess and non-contributory basis. In the event that the other insurance carrier (iers) has (have) not responded to such notice and are not accepting its (their) obligation within sixty (60) days, then the Company will respond to such notice with respect to Loss, Actual Loss, Rental Value, Extra Expense, Cleanup Costs, Claims Expenses, or any other coverage provided by endorsement subject to the Deductible amount, and the terms and conditions of this Policy. Where otherwise not excluded under this policy (or by scheduled Insured Contracts or Waivers of Subrogation) the Company will then have the right to seek indemnification or contribution from the other insurance carrier.

The Named Insured will cooperate with the Company in seeking such indemnification or contribution, but will have no obligation to reimburse the Company for any amount already paid by the Company as Loss, Actual Loss, Rental Value, Extra Expense, Cleanup Costs, Claims Expenses, or any other coverage provided by endorsement pursuant to this Policy.

B. Condition **A. ASSIGNMENT** shall be deleted in its entirety and replaced with the following:

A. ASSIGNMENT

This Policy shall he void as to the assignee or transferee, if assigned or transferred without the written consent of the Company. Such written consent shall not be unreasonably withheld, delayed or denied. It is agreed that the Company shall not withhold its consent if: (1) there is no material change in use during the POLICY PERIOD, and no contemplated material change in use by the assignee: and (2) satisfactory Company review of assignee's financial statements for the past two (2) years support the assignee's ability to meet Its obligations under this Policy.

This Policy may only be assigned by First Named Insured, if not City of Hoboken at the time of assignment, then such assignment will require the written permission of City of Hoboken

Assignment of interest under this Policy shall not bind the Company until its consent is endorsed thereon.

Any assignment of this policy will not affect the status as an Named Insured or any Entity scheduled on this policy unless specifically requested in writing by the First Named Insured, Named Insured or the affected Entity.

C. Condition N**. SOLE AGENT** shall be deleted in its entirety and replaced with the following:

N. SOLE AGENT

The “First Named Insured” stated in Item 1. of the Declarations shall act on behalf of all “insureds” for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this Policy, giving and receiving notice of cancellation or non-renewal. However, the Named Insured set forth in Item 1 of the Declarations may not cancel, reduce limits or reduce coverage under this policy without the prior written consent of City of Hoboken. In the event of notice of cancellation or non-renewal notification shall also be provided to:

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attn: City Manager

D. CANCELLATION AND NONRENEWAL

Notwithstanding anything herein to the contrary, this Policy may not be canceled by the FIRST NAMED INSURED without the prior written approval of every ENTITY or their respective successors and assigns, which consent may be withheld at their sole discretion. Subject to the foregoing, this Policy many be cancelled by the FIRST NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective, accompanied by the written approval of every ENTITY or their respective successors and assigns.

This Policy may be canceled by the Company, but only for the reasons stated below, by mailing to the FIRST NAMED INSURED at the address shown in this Policy at the address shown below on this endorsement, written notice stating when not less than ninety (90) days [ten (10) days for non-payment of premium] thereafter such cancellation shall be effective, The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the FIRST NAMED INSURED or by the Company shall be equivalent to mailing. If the FIRST NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is affected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

1 the INSURED has made a material misrepresentation which affects the Company's assessment of the risk of insuring the location(s) listed in the Pollution Legal Liability and Remediation Legal Liability Schedule; or

2 the INSURED materially breaches or fails to comply with Policy terms, conditions, contractual duties, or any of its obligations under the Policy, fails to pay the premium or fails to pay any Deductible or Retention Amount; or

3. there is a material change in the operations or lack of operations performed by the INSURED which changes the Company's assessment of the risk of insuring the location(s) listed in the Schedule of Covered Locations.

Address for:
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

It is agreed that Section V. DEFINITIONS, is amended by the addition of the following:

ENTITY means those entities listed in the Named Insured Schedule listed on this endorsement.

O. SUBROGATION

In the event of any payment under this policy, we shall be subrogated to all of an “insured’s” rights of recovery against any person or organization, including any rights to contribution from any other insurer. An “insured” shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No “insured” shall do

anything to impair, prejudice or waive such rights when such rights have not been previously waived in STF-EPC-197 WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT.

Any recovery obtained through subrogation shall accrue first to the “insured” to the extent of the Deductible and to the extent of any payments in excess of the limit of liability; then to us to the extent of our payment under the policy. Expenses incurred in such subrogation shall be apportioned among the interested parties in the recovery in the proportion that each interested party’s share in the recovery bears to the total recovery.

4. EXTENDED REPORTING PERIODS (Section VII.) shall be deleted in its entirety and replaced with the following:

VII. EXTENDED REPORTING PERIODS

A. PROVISIONAL EXTENDED REPORTING PERIOD - RENEWAL OF COVERAGE

Solely with respect to any INSURING AGREEMENTS (Section I.) Coverage A through F listed as provided in Item 5. of the Declarations and provided that any “named insured” has renewed this policy, the “ insured” shall be entitled to a provisional extended reporting period of ninety (90) days (at no additional charge) after the expiration of this “policy period” in which to: report a “claim” that is first made against the “insured”, or a “discovery” that is first made by a “responsible insured” during the final thirty (30) days of the “policy period”, or report a “suspension of operations”, that began during the final thirty (30) days of the “policy period”.

B. AUTOMATIC EXTENDED REPORTING PERIOD - TERMINATION OF COVERAGE

Solely with respect to any INSURING AGREEMENTS (Section I.) Coverage A through F listed as provided in Item 5. of the Declarations, the “insured” shall be entitled to an automatic extended reporting period of ninety (90) days (at no additional charge) upon “termination of coverage” in which to: report a “claim” that is first made against the “insured”, or a “discovery” that is first made by a “responsible insured” during the “policy period”, or report a “suspension of operations”, that began during the “policy period”.

C. OPTIONAL EXTENDED REPORTING PERIOD – TERMINATION OF COVERAGE

Solely with respect to any INSURING AGREEMENTS (Section I.) Coverage A through E listed as provided in Item 5. of the Declarations, the “named insured” shall be entitled to purchase an optional extended reporting period of up to three (3) years commencing upon “termination of coverage” (not applicable to Coverage A - Cleanup Costs, paragraph 1. for Discovery) for an “insured” to report any "claim" first made against an "insured" during the “policy period” or such optional extended reporting period, provided that the "named insured":

1. Has not purchased any other insurance to replace coverage provided by this policy and which applies to a "claim" covered hereunder;
2. Makes a written request for such optional extended reporting period which we receive within thirty (30) days following the effective date of the "termination of coverage"; and
3. Pays the additional premium when due. The charge for such optional extended reporting period shall not exceed one hundred percent (100%) of the total premium for the policy as set forth in Item 8. of the Declarations plus any additional premium described in an endorsement to the policy, if any.

At the commencement of any such optional extended reporting period, the entire premium shall be considered fully earned, and in the event the optional extended reporting period is terminated before its expiration for any reason, we shall not return any portion of the premium paid. If such additional premium is paid when due, the optional extended reporting period may not be canceled by us, provided that all other terms and conditions of the policy are met.

D. Any "claim", “discovery” or “suspension of operations” reported to us in writing during the optional extended reporting period, if purchased, the automatic extended reporting period, or the provisional extended reporting period will be deemed to have been made on the last day of the "policy period" and will be subject to the remaining Limits of Liability for the "policy period", if any, provided that:

1. The "pollution event" first commenced on or after any applicable "retroactive date", or on, before or after any applicable “delimitation date”, and before the end of this "policy period", and
2. The "claim" is otherwise covered under the terms and conditions of this policy.

5. Item 4. Deductible, of the Declarations is deleted and replaced with the following:

Item 4.	**Deductible:**	$50,000	Each Pollution Event
		$300,000	Total for All Pollution Events Deductible
		$50,000	Maintenance Deductible

6. LIMITS OF LIABILITY AND DEDUCTIBLE (Section VIII.), paragraph H., DEDUCTIBLE is amended to add the following:

J. DEDUCTIBLE

Total For All Pollution Events Deductible

If a Total For All Pollution Events Deductible is shown in Item 4. of the Declarations as amended by this endorsement then this is the most any "named insured" will pay for all payments applicable to the Deductible under this policy, subject to the Maintenance Deductible as described in the policy, if applicable. Once any "named insured" pays amounts covered under the policy equal to the Total For All Pollution Events Deductible, the Each Pollution Event Deductible will no longer apply. If a Maintenance Deductible is shown in Item 4. of the Declarations as amended by this endorsement refer to paragraph explaining Maintenance Deductible below. If no entry appears or N/A appears in the space corresponding with the Maintenance Deductible then once the Total For All Pollution Events Deductible has been exhausted by payments by any "named insured" for amounts covered under this policy we will pay additional amounts covered under this policy up to the Limits of Liability without application of the Each Pollution Event or Total For All Pollution Events Deductible.

Maintenance Deductible

If a Maintenance Deductible is shown in Item 4. of the Declarations as amended by this endorsement then upon any "named insured's" payment of Deductible amounts which equal the Total For All Pollution Events Deductible, such Maintenance Deductible is the amount any "named insured" is obligated to pay for amounts covered under this policy applicable to each “pollution event”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Deed Restrictions and Land Use Controls Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability- Claims Made and Reported Coverage

Schedule
Refer to the Schedule of Covered Locations Endorsement STF-EPC-311-B (05/15)

In consideration of the payment of premium and the Deductible by the "named insured" and in reliance upon the statements made in the application process and in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions and conditions of the policy and ONLY with respect to the "covered locations" shown in the Schedule above, that the following is added to EXCLUSIONS (Section VI.):

Deed Restrictions and Land Use Controls

Any noncompliance with, or violation of, any deed restrictions, restrictive covenants or land use controls by or on behalf of an "insured" applicable to a "covered location".

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Additional Insured

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "named insured and in reliance upon the statements made in the application process and in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions and conditions of the policy, that the person or entity scheduled below shall be added as an "insured" under this policy but solely with respect to liability arising from the "named insured's" ownership, operation, or use of a "covered location" and otherwise covered under the terms and conditions of this policy.

The coverage provided by this endorsement shall not apply to "claims" based upon or arising from the negligence, strict liability or acts, errors or omissions of the person or entity scheduled below as an additional "insured".

Schedule

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY SHALL AND REMAIN UNCHANGED.

New Jersey Changes - Cancellation and Nonrenewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice Pollution Liability - Claims Made and Reported Coverage

I. CONDITIONS (Section X), paragraph **D. CANCELLATION AND NONRENEWAL** is deleted in its entirety and replaced by the following:

D. CANCELLATION AND NONRENEWAL

1. **CANCELLATION**

a. Pursuant to New Jersey law, this policy cannot be canceled for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to you. The underwriting reasons or guidelines that we can use to cancel this policy are maintained by us in writing and will be furnished to you and/or your lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than sixty (60) days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

b. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

c. If this policy has been in effect for less than sixty (60) days, we may cancel this policy for any reason by sending by certified mail, or delivering, to you and any person entitled to notice under this policy, written notice of cancellation at the last mailing addresses known to us. Notice of cancellation will state the reason for cancellation.

Cancellation will be effective:

(1) Ten (10) days after you receive notice of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Existence of moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

(i) **"**The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and

(ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'";

(2) Thirty (30) days after you receive notice of cancellation if we cancel for any other reason,

unless we specify a later date in our notice as the effective date of cancellation,

d. If this policy has been in effect for sixty (60) days or more, or if it is a renewal of a policy we issued, we may cancel this policy:

(1) Only for one or more of the following reasons:

(a) Nonpayment of premium ;

(b) Existence of moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as defined in Paragraph **D.**1.c.(1)(b);

(c) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;

(d) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;

(e) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;

(f) Lack of cooperation from you on loss control matters materially affecting insurability of the risk;

(g) Fraudulent acts against us by you or your representative that materially affect the nature of the risk insured;

(h) Loss of or reduction in available insurance capacity;

(i) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;

(j) Loss of or substantial changes in applicable reinsurance;

(k) Failure by you to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within sixty (60) days of written notification of a violation of any such law, regulation or ordinance;

(l) Failure by you to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond;

(m) Agency termination, provided:

(i) We document that replacement coverage at comparable rates and terms has been provided to you, and we have informed you, in writing, of the right to continue coverage with us; or

(ii) We have informed you, in writing, of the right to continue coverage with us and you have agreed, in writing, to the cancellation or nonrenewal based on the termination of your appointed agent; or

(n) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage; and

(2) By sending by certified mail to you and any person entitled to notice under this policy, a written notice at the last mailing addresses known to us.

Cancellation will be effective:

(a) Ten (10) days after you receive notice of cancellation if we cancel this policy based on Paragraph **D.**1.d.(1)(a) or (b).

(b) Not more than one hundred twenty (120) days nor less than sixty (30) days after you receive notice of cancellation if we cancel for any other permissible reason,

unless we specify a later date in our notice as the effective date of cancellation.

In the notice of cancellation which is sent to you, we will state the reason for cancellation. For cancellation due to nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date.

e. If this policy is canceled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

2. **NONRENEWAL**

We may elect not to renew this policy for any reason permitted to cancel it. If we decide not to renew this policy, we will send written notice of nonrenewal to you at least sixty (30) days but not more than one hundred twenty (120) days before the end of the "policy period". If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception. We will send our nonrenewal notice by certified mail to you at your last mailing address known to us. The nonrenewal notice will state the reason(s) for nonrenewal.

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Waiver of Subrogation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice Pollution Liability - Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "named insured" and in reliance upon the statements made in the application process and in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, that CONDITIONS, (Section X.), Condition O. is amended by the addition of the following:

Notwithstanding the foregoing, we hereby waive any right of subrogation we may have against the person or organization shown in the Schedule below.

SCHEDULE
Name
Where required by written contract or agreement signed and effective prior to loss
To the extent required in 1) 2016-11 Agreement of Purchase and Sale by and between Cognis USA, LLC (Seller) and City of Hoboken (Buyer) As Amended

ALL OTHER TERMS, EXCLUSIONS, AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Minimum Earned Premium

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice™ Pollution Liability – Claims Made and Reported Coverage

In consideration of the payment of premium and the Deductible by the "named insured" and in reliance upon the statements made in the application process and in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, that this policy has a

100	% earned at inception	
	% earned at end of year	
	% earned at end of year	
And fully earned as of year		

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Historical Fill & Urban Fill Exclusion

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
	12/1/2016	12/1/2026	12/1/2016	18690001	---	---

Named Insured and Mailing Address:

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Producer:

Specialty Risk Placement
16-00 Pollitt Drive
Fair Lawn, NJ 07410

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Z Choice® Pollution Liability Policy- Claims Made and Reported Coverage

Schedule
Refer to the Schedule of Covered Locations Endorsement STF-EPC-311-B (05/15)

In consideration of the payment of premium and the Deductible by the "named insured" and in reliance upon the statements made in the application process and in the Application all of which are made a part hereof, we agree, subject to all the terms, exclusions, and conditions of the policy, only with respect to the "covered locations" shown in the Schedule above that Exclusions (section VI.) is amended to add the following:

Historical Fill and Urban Fill Exclusion

"Cleanup Costs" as a direct result of the voluntary removal of soil containing PCBs, "Historical Fill" and "Urban Fill" from a "covered location" due to or related to voluntary soil removal activity.

For purposes of this endorsement the following is added to DEFINITIONS (Section III):

"Historical Fill" means: Non-indigenous or non-native material, historically deposited on a "**covered location**" to create useable land by filling water bodies, wetlands or topographic depressions, which (a) is in no way connected with the subsequent operations at the location of the emplacement, (b) was contaminated prior to emplacement, (c) is relatively uniform across the "**covered location**,"

"Urban Fill" means: non-native, disturbed material in urban areas that may be mixed with demolition debris, materials containing asbestos and lead based paint, burned materials, asphalt, wood ash, coal and coal ash, foundry sand.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY APPLY AND REMAIN UNCHANGED.

Important Notice

Service of Suit and In Witness Clause

Service of Suit

In the event an action or proceeding arises under the contract, it is agreed that the Company, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver or limitation of the right to arbitration as set forth herein or to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon Illinois Corporation Service Company, 801 Adlai Stevenson Drive, Springfield, IL 62703. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, other officer specified for that purpose in the statute, or his successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured of any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Illinois Corporation Service Company as the entity to whom the said officer is authorized to mail such process or a true copy thereof.

In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

Nancy D. Mueller

President

Dennis F. Kenny Jr.

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Insured Name: CIty of Hoboken
Policy Number:
Effective Date: 12/1/2016

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA: **$1,204**

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January1, 2015 – December 31, 2015 federal share: 85%

January1, 2016 – December 31, 2016 federal share: 84%

January1, 2017 – December 31, 2017 federal share: 83%

January1, 2018 – December 31, 2018 federal share: 82%

January1, 2019 – December 31, 2019 federal share: 81%

January1, 2020 – December 31, 2020 federal share: 80%

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

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E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;

2. To be a violent act or an act that is dangerous to human life, property or infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and

4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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Endorsement #

Cap On Losses From Certified Acts Of Terrorism

Insured's Name	Policy Number	Effective Date	Endorsement Number
CIty of Hoboken		12/1/2016	

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance.

<insert title(s) of applicable coverage form(s), policy form(s), and/or Coverage Part(s)>

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;

2. To be a violent act or an act that is dangerous to human life, property or infrastructure;

3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and

4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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November 7, 2016

Natina Berry
Specialty Risk Placement LLC
16-00 Pollitt Drive
Fair Lawn, NJ 07410
Phone: 201-254-1855
nberry@srpins.com

Re: City of Hoboken

Coverage: Z Choice® Pollution Legal Liability

Dear Natina,

We are pleased to present this proposal for Z Choice® Pollution Legal Liability which is prepared exclusively on your behalf. This proposal describes the coverages, terms, and conditions offered by Zurich. Please review these carefully as they may differ from the specifications in the submission.

We at Zurich understand the rigorous environmental liability regulations and other environmental challenges that confront your clients. For more than twenty five years we have kept pace with the changing needs of these clients and we continue to offer tailored solutions. We work hand-in-hand with you to help you maximize your clients' liability coverage and we offer customized responses, risk management solutions, and specialized services to help address challenging environmental risks. For example, Zurich Environmental Emergency Response (ZEER) provides insureds in the United States and Canada with the best planning, communication and response technologies and services available. Access to ZEER is available at no additional cost. We appreciate the opportunity to work with you in delivering these solutions and services.

This proposal is not inclusive of any applicable surplus fees or charges. In order to bind coverage, please provide a written order, indicating the options desired.

This proposal expires December 31, 2016. Thank you for the opportunity to work with you on this account. Please do not hesitate to contact me if you have any questions.

Sincerely,

Henry Nealis
Zurich North America, Specialties Division
Tel. 484-787-6322
Henry.Nealis@Zurichna.com

Attachments:
- Proposal
- Disclosure of Important Information Relating to Terrorism Risk Insurance Act
- Surplus Lines Information Letter

City of Hoboken

Z Choice® Pollution Legal Liability

If you want to learn more about the compensation Zurich pays agents and brokers visit: http://www.zurichnaproducercompensation.com or call the following toll-free number: (866) 903-1192. This Notice is provided on behalf of Zurich American Insurance Company and its underwriting subsidiaries.

ZURICH®

Market leadership
Zurich has been providing comprehensive solutions for more than 140 years around the globe

Financial strength
We demonstrate strength and stability: AA- 5&P and A+ A.M. Best ratings

Industry experience
Zurich insures 90% of Fortune 500 companies, and provides cutting-edge insights for 25 industries

Exceptional people
We are a values-based organization and live the Zurich Commitment in all we do, which includes acting responsibly and following our core values

Delivering when it matters
Customers who experience Zurich Claims service in the U.S. are twice as likely to recommend Zurich

U•GU•1220•A ON 0816

Zurich
1299 Zurich Way Schaumburg, Illinois 60196-1056
8C0-382-2150
WNW. zurEchna.corn

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ZURICH'

PROPOSAL

Submission ID: 16193233

Z Choice® Pollution Legal Liability

Proposal prepared for : City of Hoboken

Named Insured Address: 94 Washington Street, Hoboken, NJ 07030

Proposal Issued By: Zurich American Insurance Company (Admitted Company)

Date of Proposal: November 7, 2016

This Proposal is presented to you with the understanding that neither Zurich nor any of its subsidiaries, affiliates or employees, offer or purport to offer, advice to you concerning the proper financial, accounting, or tax treatment for the policy(ies) of insurance referenced herein and nothing should constitute such advice. If accounting advice, tax advice or other expert professional assistance is required you should consult with your own accountant, advisor, counsel or other similar competent professional with expertise in the required field.

Overview

Policy Period: TBD

Covered Locations:

Site	Address	Use Description	Retroactive Date	Delimitation Date
1	Boundary and Topographical Survey 2015-1-28 Engineering and Land Planning Associates Plan of Survey Block 103 Lots 7-27, Block 107 Lot 1 and Block 113 lot 1	City Park and associated structures	None	Policy Inception

COVERED LOCATION SCHEDULE-
Metes & Bounds

TAX MAP BLOCK 103, LOT 7

BEGINNING at a point formed by the intersection of the easterly line of Madison Street with the southerly line of Twelfth Street and running thence:

(I) S 13" 04' Wand along the easterly line of Madison Street a distance of 250.00 feet to a point, thence
(2) S 76" 56' E and parallel to Twelfth Street a distance of 200.00 feet to a point in the westerly line of Jefferson Street, thence

(3) N 13" 04' E and along the westerly line of Jefferson Street, a distance of 250.00 feet to a point in the southerly line of Twelfth Street, thence (4) N 76" 56' Wand along the southerly line of Twelfth Street a distance of 200.00 feet to a point in the easterly line of Madison Street, said point being the point or place of beginning.

CONTAINING 50,000 square feet.

SAID parcel being formerly designated as Block 103, Lots 7 to 26 on the Tax Map of the City of Hoboken.

TAX MAP BLOCK 107, LOT 1

BEGINNING at a point formed by the intersection of the westerly line of Adams Street with the northerly line of Twelfth Street and running thence:

(1) N 13" 04' E and along the westerly line of Adams Street a distance of 400.00 feet to a point in the southerly line of Thirteenth Street, thence

(2) N 76" 56' Wand along the southerly line of Thirteenth Street a distance of 465.00 feet to a point in the easterly line of Madison Street, thence

(3) S 13" 04' Wand along the easterly line of Madison Street a distance of 400.00 feet to a point in the northerly line of Twelfth Street, thence (4) S 76" 56' E and along the northerly line of Twelfth Street a distance of 465.00 feet to a point in the westerly line of Adams Street, said point being the point or place of beginning.

CONTAINING 186,000 square feet.

SAID parcel being formerly designated as Block 107, Lots 1 to 32 and Block 108, Lots **1** to 32 on the Tax Map of the City of Hoboken.

TAX MAP BLOCK 113, LOT 1

BEGINNING at a point formed by the intersection of the westerly line of Adams Street with the northerly line of Thirteenth Street and running thence:

(1) N 13" 04' E and along the westerly line of Adams Street a distance of 150.00 feet to a point, thence

(2) N 76" 56' Wand parallel to Thirteenth Street a distance of 200.00 feet to a point in the easterly line of Jefferson Street, thence

(3) S 13" 04' Wand along the easterly line of Jefferson Street a distance of 150.00 feet to a point in the northerly line of Thirteenth Street, thence

(4) S 76" 56' E and along the northerly line of Thirteenth Street a distance of 200.00 feet to a point in the westerly line of Adams Street, said point being the point or place of beginning.

CONTAINING 30,000 square feet.

SAID parcel being formerly designated as Block 113, Lots 1 to 6 and Lots 27 to 32 on the Tax Map of the City of Hoboken.

Note for Information Only:

It is further agreed, that this Policy does not apply to “claims”, “cleanup costs”, “loss”, “interruption expenses”, “emergency expenses”, “claim expenses” , Supplementary Payments or any other coverages afforded by endorsement attached to this Policy arising from an “existing pollution event” and/or “new pollution event” on, at, under or migrating from any “covered location” unless such “covered location” is specifically endorsed onto this Policy as a “covered location”. During the “policy period”, the “first named insured” may request that a new location be added to this Policy by endorsement. The Company shall advise the “first named insured” of any information needed to consider the request. If the Company agrees to add this new location to the Policy, it will do so by issuing an endorsement adding the location as a “covered location”. Coverage for any such added location will not be effective until the Company issues the endorsement adding the location as a “covered location”. Locations added to the Policy may be subject to additional premium or coverage restrictions.

Schedule of Proposed Limits, Deductibles and Premium

Option #	Limits of Liability		Deductible Each Pollution Event	Term (Years)	Total Premium
1	Each Pollution Event Limit:	$10,000,000	$50,000	10	$120,400
	Aggregate Policy Limit:	$10,000,000			
	Crisis Management Expense Aggregate Limit:	$50,000			
	Green Remediation Aggregate Limit:	$50,000			
	Green Standards Aggregate Limit:	$50,000			

New Jersey PLIGA Tax applies in the amount of 0.7% <u>in addition</u> to the quoted premiums.

Terrorism Risk Insurance Program Act (TRIA)

The premium includes a 1% additional charge on the US exposure premium applicable to coverage under the Terrorism Risk Insurance Program Reauthorization Act of 2007. Please refer to the attached Disclosure of Premium Notice U-GU-632-D

Insuring Agreements / Coverages	
Coverage A: Cleanup Costs – Onsite and/or Offsite Existing and/or New Pollution Event	
Existing Pollution Event	
On-Site First Party Discovery	YES
On-Site Third Party Liability	YES
Off-Site First Party Discovery	YES
Off-Site Third Party Liability	YES
New Pollution Event	
On-Site First Party Discovery	YES
On-Site Third Party Liability	YES
Off-Site First Party Discovery	YES
Off-Site Third Party Liability	YES
Coverage B: Bodily Injury, Property Damage and Natural Resource Damages – Onsite and/or Offsite Existing and/or New Pollution Event	
Existing Pollution Event	
1.On-Site	YES
2.Off-Site	YES
New Pollution Event	
1.On-Site	YES
2.Off-Site	YES
Coverage C: Non Owned Location Liability	YES
Coverage D: Transportation Liability	YES
Coverage E: Incidental Contractor's Pollution Liability	YES
Coverage F: Loss of Business and/or Rental Income	
Loss of Business Income	YES
Loss of Rental Income	YES
Coverage G: Emergency Expenses	YES

If applicable, Coverage F Period of Indemnity: 365 days

If applicable, Coverage F Waiting Period: 5 days

	Schedule of Forms and Endorsements	
	Policy Forms and Endorsements*:	
Coverage Part:	Z Choice® Pollution Liability	STF-EPC-100-C
Mandatory:	Sanctions Exclusion Endorsement	U-GU-1191-A
Mandatory:	Important Notice - In Witness Clause	U-GU-319-F
Mandatory:	Disclosure of Important Information Relating to Terrorism Risk Insurance Act	U-GU-630-D
Mandatory:	Cap on Losses from Certified Acts of Terrorism	U-GU-767-B
Mandatory:	Nuclear Exclusion	STF-EPC-312
	Schedule of Covered Locations	STF-EPC-311
	Additional Named Insureds TBD	STF-EPC-326
	Additional Insured TBD	STF-EPC-330
	Choice of Law	STF-EPC-302
	Retroactive Dates Coverage D: Transportation Liability - ***Policy Inception*** Coverage E: Incidental Contractor's Pollution Liability - ***Policy Inception***	STF-EPC-309
	E-Discovery Expenses ***$100,000 E-Discovery Limit Applies***	STF-EPC-307
	Historical Fill and Urban Fill Exclusion	STF-EPC-MAN-2 (10-04-16)
	Known Pollution Event Schedule – Excluding Cleanup **Disclosed Documents – Per submission materials** **Excluding Cleanup Costs for pollution events in groundwater until receipt and satisfactory underwriter review of the Response Action Outcome for the site**	STF-EPC-304
	Schedule of Insured Contracts – ***2016-11 Agreement of Purchase and Sale by and between COGNIS USA LLC, as Seller and CITY OF HOBOKEN, as Buyer Dated as of November , 2016***	STF-EPC-317
	Responsible Insured Policy Amendment	STF-EPC-325
	Deed Restrictions and Land Use Controls Exclusion	STF-EPC-329
	Amendment of Policy Form	STF-EPC-MAN-1
	Waiver of Subrogation 1) Where required by written contract or agreement signed and effective prior to loss 2) To the extent required in 1) 2016-11 Agreement of Purchase and Sale by and between Cognis USA, LLC (Seller) and City of Hoboken (Buyer) As	STF-EPC-332
	Minimum Earned Premium Endorsement - 100% at policy inception	STF-EPC-334
	New Jersey Changes - Cancellation and Nonrenewal	STF-EPC-331-A NJ

* This schedule contains a general description of the coverages provided. For a detailed description of the terms conditions, exclusions and limitations of this insurance you must refer to the applicable policy forms and endorsements identified. The titles of the endorsements are provided for convenience only. Coverage provided pursuant to these endorsements shall be interpreted and applied without regard to such titles.

Validity of Proposal

This Proposal is valid until: December 31, 2016

This Proposal is strictly conditional upon no material change in the risk and no known losses occurring between the date of the Proposal and the inception date of the proposed policy. In the event of such a change in risk, the Insurer may in its sole discretion, whether or not this Proposal has been already accepted by the Insured, modify and/or withdraw this Proposal.

Conditions

1. Coverage is predicated upon receipt and satisfactory underwriter review of an RAO for the existing pollution events in soil at the site. The existing pollution events in groundwater are excluded until receipt and satisfactory underwriter review of an RAO – the timeframe for completion is one to four years.

Value Added Customer Services

Currently provided in the United States and Canada:

Zurich Environmental Emergency Response – Provides Zurich insureds with the best planning, communication and response technologies and services available for:

1. Pollution Event Response and Management - Report, respond and remediate transportation, facility and UST releases and hazmat releases anywhere -24/7
2. Contingency Planning - Create customized plans based on your individual activities, materials and locations.
3. Crisis Management and Response - Immediately notify individuals within your organization when an incident occurs and identify critical resources to control your costs and limit your liability.
4. Online planning and risk mitigation
5. Native-language, call-center capability and 24/7 consulting
6. Customized, internal alert distribution for your organization
7. Real-time, actionable incident information
8. Mobile phone App for incident reporting

Currently provided in the United States:

Legal Bill Review Services

ZSC/Legal Bill Review Services utilize a rules-based software program provided by an outside vendor and a dedicated staff of legal professionals and support staff to verify the accuracy of electronically submitted legal bills presented under the policy for payment in an effort to control your overall claim costs.

THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA: **1% OF APPLICABLE PREMIUM**

*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share will decrease by 5% from 85% to 80% over a five year period while the insurer share increases by the same amount during the same period. The schedule below illustrates the decrease in the federal share:

January1, 2015 – December 31, 2015 federal share: 85%

January1, 2016 – December 31, 2016 federal share: 84%

January1, 2017 – December 31, 2017 federal share: 83%

January1, 2018 – December 31, 2018 federal share: 82%

January1, 2019 – December 31, 2019 federal share: 81%

January1, 2020 – December 31, 2020 federal share: 80%

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

.

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E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO.: _____

APPOINTING STEVEN BAUMAN AS BOARD MEMBER TO THE HOBOKEN ALCOHOL BEVERAGE CONTROL BOARD FOR THE REMAINDER OF THE THREE YEAR TERM TO EXPIRE ON JUNE 30, 2019

WHEREAS, N.J.S.A. 33:1-1 et seq., and Chapter 9 of the Hoboken City Code entitled "Board of Alcoholic Beverage Control" establishes the City's Alcohol Beverage Control Board; and,

WHEREAS, N.J.S.A. 33:1-5 and §9-2 of the Hoboken City Code provide for appointment of Hoboken Alcohol Beverage Control Board Members by the Mayor with the advice and consent of the City Council; and,

WHEREAS, the term of Commissioner Steven Bauman expired on June 30, 2016, and the Mayor wishes to reappoint him for the remainder of the three (3) year term which began July 1, 2016 and expires on June 30, 2019; and,

WHEREAS, the Governing Body consents to the Mayor's appointment of Steven Bauman as an Alcohol Beverage Control Board Commissioner.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby consents to and authorizes the reappointment of Steven Bauman as a Hoboken Alcohol Beverage Control Board Member, for the remainder of the term beginning July 1, 2016 and expiring June 30, 2019, pursuant to §9-2 of the Code of the City of Hoboken and N.J.S.A. 33:1-5; and,

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Hoboken Alcohol Beverage Control Board Secretary expeditiously.

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

Meeting date: November 14, 2016

APPROVED:

_____
STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

_____
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

OFFICE OF THE MAYOR

DAWN ZIMMER MAYOR

CITY HALL
HOBOKEN, NEW JERSEY

October 28, 2016

MEMORANDUM

TO: Hoboken City Clerk James Farina
FROM: Mayor Dawn Zimmer
RE: Appointment to the Hoboken ABC Board

Mr. Farina,

I have made the following re-appointment to the Hoboken ABC Board:

Steven Bauman, Commissioner

Mr. Bauman will occupy a three year term effective July 1, 2016.

Please update your records and perform the oath of office accordingly.

Thank you,

Mayor Dawn Zimmer

RECEIVED
2016 NOV -4 AM 10: 29
CITY CLERK
HOBOKEN, NJ 07030

CITY OF HOBOKEN
APPLICATION FOR APPOINTMENT TO
CITIZEN ADVISORY BOARDS AND COMMISSIONS

RECEIVED
2014 JAN -7 PM 2:55
CITY CLERK
HOBOKEN, NJ 07030

Please read and complete this application.

Personal Information

Name STEVEN BAUMAN

Home Address 1107 WASHINGTON ST. #9

City HOBOKEN State NJ Zip 07030

Home Phone 201 805 0566 Email STEVENRBAUMAN@AOL.COM

Do you reside within the city limits? ✓ Yes ____ No

Are you 18 or older? ✓ Yes ____ No Are you a U.S. citizen? ✓ Yes ____ N

Experience and Education

Civic Activities (including, but not limited to other boards/commissions):
- Commissioner Hoboken Historic Preservation Commission - current
- Appointment Civilian/Citizen to Stevens Institute of Technology 10 Year Master Plan Committee - Former
- People for Open Government - Board member - Former
- Bergenfield, NJ Board of Health member - Former

Schools attended, degrees, nonacademic experience:
Colgate University - BA Economics Political Sc 1981
Stevens Institute of Technology - Master in Management 2004

Resume attached ___ (optional)

Statement of Interest

For which board or commission would you like to be considered?

1st choice: Alcohol Beverage Control

2nd choice: _____ 3rd choice: _____

Please write a brief statement of 50 words or less, explaining your interest in the board or commission for which you are applying. Include any experience, training, and/or qualifications you have relating to this board or commission.

I desire to serve Hoboken and its resident by providing honest ~~and~~ open and transparent quality of service to Alcohol Beverage Control Board.

Please indicate any conflicts of interest you may have if chosen for this board or commission: NONE

Guidelines for Applying for Citizen Advisory Boards and Commissions

- Please submit one application per board or commission for which you are applying. The application will be kept in an active file for two years.

- To allow a large number of citizens to serve on boards and commissions, the City Council policy allows individuals to serve on only one standing board or commission at a time. A current member of a board/commission who is a successful applicant for another board/commission will be required to choose one board/commission on which to serve. This policy does not apply to ad hoc committees or departmental committees or positions that are designated for members of specific advisory group, or those established under law.

- Current board or committee members must submit a new application at the end of their term if they wish to reapply. The deadline for applications from incumbents is the same as the deadline for new applications.

- City of Hoboken employees may not serve on City of Hoboken boards or commissions except as specifically provided by the Municipal Code, or as required to perform official duties.

In accordance with the Local Government Ethics Law (N.J.S.A. +oA: 9-22.1 et seq.) annual Financial Disclosure Statements must be filed by elected officials, certain government employees, and members of the housing authority, recreation commission, planning board, zoning board, board of health, board of education, and library board of trustees. Financial Disclosure statements indicate the source of income but not the amount.

Information submitted on this application is public information. I verily that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.

Applicant Signature _____ Date 12/1/2013

Daisy Amado
Notary Public
New Jersey
My Commission Expires 3-22-2016

Notary _____ Date 1-7-14

____ Return completed applications Monday through Friday, 9:00 a.m. —4:00 p.m. to:

City Hall
Hoboken, NJ
94 Washington Street
Hoboken, NJ 07030

*Planning Board has designated members who may by Statue serve on more than one board.

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED REDEVELOPMENT AGREEMENT WITH 1024 ADAMS HOBOKEN, LLC FOR THE REDEVELOPMENT OF THE REAL PROPERTY LOCATED UPON BLOCK 100, LOT 10 ON THE TAX MAP OF THE CITY OF HOBOKEN WITHIN THE NORTHWEST INDUSTRIAL AREA

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, in order to stimulate redevelopment, the City Council of the City of Hoboken by Resolution, has, at times, identified and designated certain parcels of property within the City as areas "in need of redevelopment" in accordance with the Act, including the parcel located upon Block 100, Lot 10 on the Tax Map of the City of Hoboken, more commonly known as 1024 Adams Street (the "Property"), which is located within the Northwest Industrial Area of the City; and,

WHEREAS, the City of Hoboken (the "City") desires that the Property be redeveloped in accordance with the Redevelopment Plan for the Northwest Industrial Area, as same may be amended (the "Redevelopment Plan"); and,

WHEREAS, the City, by Resolution on September 3, 2014, authorized the execution of Redevelopment Agreement by and between the City and Frank Pasquale Limited Partnership ("Frank Pasquale"), the former owner of the Property for the implementation of a redevelopment project involving the construction of a seven (7) story residential building consisting of ten (10) units, with LEED Gold Certification from the US Green Building Council; the installation of a circuit connection box to support a potential power transfer to the micro-grid; and Passive House Certification from the Passive House Institute, amongst other such project components (collectively, the "Original Project"); and,

WHEREAS, on or about September 16, 2014, the City executed a Redevelopment Agreement with Frank Pasquale Limited Partnership ("Frank Pasquale") for the redevelopment of the Property (the "Original Redevelopment Agreement"); and,

WHEREAS, the City, by Ordinance on or about October 16, 2014, adopted an amendment of the Redevelopment Plan, in order to, in part, accommodate the Original Project; and,

WHEREAS, Frank Pasquale subsequently entered into a contract with 1024 Adams Hoboken, LLC (referred to herein as the Redeveloper) to convey the Property to Redeveloper; and,

WHEREAS, 1024 Adams Hoboken, LLC has submitted a Pre-Submission Form to the City, a copy of which is attached hereto as **Attachment A,** outlining its intent to redevelop the Property by constructing a residential building with features similar to those set forth in the description of the Original Project; and,

WHEREAS, more specifically, Redeveloper proposes to: demolish the existing two-story brick office building upon the Property; construct a seven (7) story building up to seventy-nine (79) feet tall with ten (10) residential units and parking facilities underneath for eleven (11) parking spaces including one (1) handicapped, barrier-free parking space; install a white roof aka cool roof to reduce energy consumption; install a thermal hot water panel system on the roof; install a rain water harvesting retention system; install two (2) interior electric vehicle charging stations; install a bike rack; meet LEED Gold Certification and strive for LEED Platinum Certification; strive for Energy Star Building Certification; and obtain Passive House Certification; and,

WHEREAS, Bijou Properties, LLC, an affiliate of Redeveloper, has also submitted a letter to the City dated July 27, 2016, a copy of which is attached hereto as **Attachment B,** acknowledging responsibility to adhere to the terms of the May 7, 2014 Interim Cost and Conditional Designation Agreement by and between the City and Frank Pasquale, including provisions for Redeveloper's reimbursement to the City or direct payment of all costs incurred by the City in connection with negotiating and finalizing an Amended Redevelopment Agreement with 1024 Adams Hoboken, LLC; and,

WHEREAS, the City and the Redeveloper have engaged in extensive negotiations and the City has determined that in furtherance of the City's goals and objectives for the Property to be redeveloped in accordance with the Redevelopment Plan, as may be amended, it is in the best interests of the City and its residents to enter into an Amended Redevelopment Agreement with 1024 Adams Hoboken, LLC ("Redeveloper") being designated as the exclusive Redeveloper of the Property in substantially the form attached hereto as **Attachment C**.

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

1. The Mayor of the City of Hoboken is hereby authorized to execute the Amended Redevelopment Agreement by and between the City of Hoboken and 1024 Adams Hoboken, LLC in substantially the form attached hereto as **Attachment C**, designating 1024 Adams Hoboken, LLC as the exclusive redeveloper of Block 100, Lot 10 on the Tax Map of the City of Hoboken, more commonly known as 1024 Adams Street.

2. The City hereby approves of and ratifies the conveyance of the Property from Frank Pasquale Limited Partnership to 1024 Adams Hoboken, LLC.

3. 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, to the extent permitted by law.

4. This Resolution shall be effective immediately.

Meeting date: November 14, 2016

APPROVED: **APPROVED AS TO FORM:**

_____ _____

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

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

Attachment A (to Resolution)
Pre-Submission Form by 1024 Adams Hoboken, LLC

Attachment B (to Resolution)
July 27, 2016 Letter

Attachment C (to Resolution)
Form of Amended Redevelopment Agreement

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

†ALSO ADMITTED IN NY
*ALSO ADMITTED IN DC

MARAZITI FALCON, LLP

ATTORNEYS AT LAW

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

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

Direct Dial Number: (973) 912-6801
jvos@mfhenvlaw.com

MEMORANDUM

To: Honorable Dawn Zimmer, Mayor
Jennifer Giattino, Council President and
Members of the City Council of the City of Hoboken

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

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

Date: November 1, 2016

Re: 1024 Adams Street Redevelopment Project (formerly Lorien Lofts),
Northwest Industrial Redevelopment Area

The purpose of this Memorandum is to provide a short summary of, and background in connection with, the proposed Amended Redevelopment Agreement for the redevelopment of the real property located at 1024 Adams Street in the Northwest Industrial Area. In short, this matter involves the transfer of ownership of certain real property which was subject to a Redevelopment Agreement from one redeveloper to another.

As authorized by Resolution dated September 3, 2014, the City entered into a Redevelopment Agreement with Frank Pasquale Limited Partnership ("Frank Pasquale") for the redevelopment of the real property located at 1024 Adams Street (the "Property"). At that time, Frank Pasquale owned the Property. Frank Pasquale had proposed to build the following project: a seven (7) story residential building consisting of ten (10) units, with LEED Gold Certification from the US Green Building Council; installation of a circuit connection box to support a potential power transfer to the micro-grid; and Passive House Certification from the Passive House Institute, amongst other such project components (collectively, the "Original Project").

The Northwest Industrial Redevelopment Plan was amended, in part, to accommodate the Original Project. However, construction of the Original Project was not commenced.

Frank Pasquale has since conveyed the Property to 1024 Adams Hoboken, LLC ("Redeveloper"), an affiliate of Bijou Properties, LLC ("Bijou"). Redeveloper now seeks to (1) have the sale of the Property from Frank Pasquale to Redeveloper be approved/ratified as a "Permitted Transfer" under the Original Redevelopment Agreement; (2) be designated as the exclusive Redeveloper of the Property; and (3) construct and implement an environmentally conscious residential project substantially along the same lines as the Original Project.

More specifically, Redeveloper proposes to: demolish the existing two-story brick office building upon the Property; construct a seven (7) story building up to seventy-nine (79) feet tall with ten (10) residential units and parking facilities underneath for eleven (11) parking spaces including one (1) handicapped, barrier-free parking space; install a white roof aka "cool roof" to reduce energy consumption; install a thermal hot water panel system on the roof; install a rain water harvesting retention system; install two (2) interior electric vehicle charging stations; install a bike rack; meet LEED Gold Certification and strive for LEED Platinum Certification; strive for Energy Star Building Certification; and obtain Passive House Certification. Redeveloper has indicated that a potential power transfer from the solar to the micro-grid cannot be supported and as such, that component of the Original Project will not be incorporated.

Finally, it should be noted that Bijou will be required to not only adhere to the terms of the original Interim Cost and Conditional Designation Agreement dated May 7, 2014 (which was between the City and Frank Pasquale) but also pay the costs that were incurred by the City in the review of Frank Pasquale's site plans by the Planning Board.

183332

==========

AMENDED REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF HOBOKEN

AND

1024 ADAMS HOBOKEN, LLC

Date: _____, 2016

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SECTION 11.2 Insurance Required 20

a) Commercial General Liability Insurance: including blanket Contractual Liability coverage and Explosion Collapse and Underground, insuring the Redeveloper against losses, costs, liabilities, claims, or causes of action arising out of property damage or bodily injury, including death, sustained upon the Project Premises; and 20

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notwithstanding the timely issuance of all required Governmental Approvals, Redeveloper fails to commence construction of the Project within twelve (12) months of the dates set forth in the Project Schedule 25

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AMENDED REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF HOBOKEN
AND
1024 ADAMS HOBOKEN, LLC

THIS AMENDED REDEVELOPMENT AGREEMENT, made as of the _____ day of _____, 2016 (the "Effective Date") by and between the **CITY OF HOBOKEN**, a municipal corporation of the State of New Jersey acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law, with offices at 94 Washington Street, Hoboken, New Jersey 07030 (the "City") and 1024 Adams Hoboken, LLC, a limited liability company authorized to do business in the State of New Jersey, with offices at 1422 Grand Street, 5B, Hoboken, NJ 07030 (hereinafter referred to as "1024 Adams" or "Redeveloper") (the "Agreement").

RECITALS

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

WHEREAS (#2), in order to stimulate redevelopment, the City, by resolution, designated certain properties within the City of Hoboken as areas in need of redevelopment in accordance with the Act (the "Redevelopment Area"); and

WHEREAS (#3), the City, by Ordinance on or about May 20, 1998, adopted the Redevelopment Plan for the Northwest Industrial Area (the "Redevelopment Plan") which has been amended from time to time, and which sets forth the plan for the Redevelopment Area; and

WHEREAS (#4), the City, by Resolution on September 3, 2014, authorized the execution of Redevelopment Agreement by and between the City and Frank Pasquale Limited Partnership ("Frank Pasquale"), the former owner of the property located at Block 100, Lot 10

on the tax map of the City of Hoboken, more commonly known as 1024 Adams Street (the "Property"), which Property is within the Northwest Industrial Redevelopment Area, for the implementation of a redevelopment project involving the construction of a seven (7) story residential building consisting of ten (10) units, with LEED Gold Certification from the US Green Building Council; the installation of a circuit connection box to support a potential power transfer to the micro-grid; and Passive House Certification from the Passive House Institute, amongst other such project components (collectively, the "Original Project"); and

WHEREAS (#5), on or about September 16, 2014, the City executed the Redevelopment Agreement with Frank Pasquale for the Original Project (the "Original Redevelopment Agreement"), a copy of which is attached here to as **Exhibit A**; and

WHEREAS (#6), the City, by Ordinance on or about October 16, 2014, adopted an amendment of the Redevelopment Plan, in order to, in part, accommodate the Original Project; and

WHEREAS (#7), Frank Pasquale subsequently entered into a contract with 1024 Adams Hoboken, LLC (referred to herein as the Redeveloper) to convey the Property to Redeveloper; and

WHEREAS (#8), Bijou Development, LLC, an affiliate of Redeveloper, has submitted a Pre-Submission Form to the City, a copy of which is attached hereto as **Exhibit B**, outlining its intent to redevelop the Property by constructing a residential building with features similar to those set forth in the description of the Original Project; and

WHEREAS (#9), Bijou Properties, LLC, an affiliate of Redeveloper, has also submitted a letter to the City dated July 27, 2016, a copy of which is attached hereto as **Exhibit C**, acknowledging responsibility to adhere to the terms of the May 7, 2014 Interim Cost and Conditional Designation Agreement by and between the City and Frank Pasquale, a copy of which is attached hereto as **Exhibit D**, including provisions for Redeveloper's reimbursement to

the City or direct payment of all costs incurred by the City in connection with negotiating and finalizing an Amended Redevelopment Agreement with 1024 Adams Hoboken, LLC; and

WHEREAS, the City and the Redeveloper (collectively, the "Parties") desire to enter into this Amended Redevelopment Agreement, which supersedes any and all previous agreements between the Parties including the Original Redevelopment Agreement.

NOW THEREFORE, in consideration of the covenants and conditions herein set forth, the City and Redeveloper do hereby covenant, promise and agree as follows:

ARTICLE I
REDEVELOPMENT PROJECT

SECTION 1.1 Scope and Implementation of the Project. The Project shall consist of the following, as more particularly described in the Revised Site Plans attached hereto as **Exhibit E,** the updated narrative project description attached hereto as **Exhibit F** (the "Project Description") and the updated list of goals and commitments prepared and submitted to the City by Redeveloper on or about October 6, 2016and attached hereto as **Exhibit G** (the "Goals and Commitments"):

a) Site Preparation: site preparation of the Property, including demolition of the existing two-story brick office building upon the Property (also referred to herein as the "Project Premises");

b) Governmental Approvals: obtaining all applicable Governmental Approvals, as that term is defined herein, for the Project;

c) Infrastructure Improvements: construction of any improvement or utility necessitated, associated with, or required by the implementation of the Project including but not limited to electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines or other such utilities (collectively, the "Infrastructure Improvements");

d) Environmental Investigation and Remediation: completion of environmental site investigation and implementation of any remediation of any contamination, including soil, groundwater, and vapor, on or emanating from the Project Premises, in compliance with all applicable Environmental Laws, as that term is defined herein, and in accordance with presumptive remediation standards for residential use, and as further set forth herein;

e) Construction and Implementation of the Project: financing, development, construction, and maintenance of a state of the art, environmentally protective, seven (7) story residential building, to 79' tall, consisting of ten (10) residential units comprising one (1) two-bedroom unit, eight (8) three-bedroom units, and one (1) four-bedroom units, and eleven (11) on-site parking spaces, including 1 handicapped, barrier-free parking space, all in accordance with the updated Project Schedule attached hereto as **Exhibit H**, the Redevelopment Plan, the terms of this Agreement, and all applicable laws, rules and regulations;

f) LEED Certification and Green Components: obtaining at least LEED Gold Certification from the US Green Building Council and also incorporating certain "green" components as set forth on **Exhibit G**, including, but not limited to, a white roof also known as a cool roof coating for reduction of energy consumption, solar thermal hot water panel system on the roof, rain water harvesting retention system, two (2) interior electric vehicle charging stations that have been designed and certified by NEMA, and a bike rack;

g) Passive House Certification: obtaining Passive House Certification from the Passive House Institute by incorporating certain core components as more specifically set forth on the Certification Criteria for Residential Passive House Buildings attached hereto as **Exhibit I**; and

h) Flood Mitigation: recognizing the flooding challenges faced by the City, Redeveloper agrees to give priority to the use of any design and construction features that will serve to maximize storm water management and flood mitigation in the area surrounding the Project Premises (collectively, the "Project" or "Project Description").

SECTION 1.2 Goals. Redeveloper has identified the following goals for the Project and has committed to achieving, but shall not be required to complete, the following, as further set forth on **Exhibit G**:

a) LEED Platinum: LEED Platinum Certification from the US Green Building Council; and

b) Energy Star: Energy Star Building Certification pursuant to any standards and regulations set forth by the United States Environmental Protection Agency;

SECTION 1.3 Designation of the Redeveloper. The City hereby approves of and ratifies the sale of the Property from Frank Pasquale to 1024 Adams Hoboken, LLC and further designates 1024 Adams Hoboken, LLC as the exclusive Redeveloper of the Property, subject to the satisfaction of all the terms and provisions of this Agreement.

SECTION 1.4 Determination of Consistency Prior to Planning Board Application by Director of Community Development. The City conceptually approves the uses, layout, density, parking and architectural design of the Project. After the preparation of engineering and architectural plans and before the submission of an application to the City Planning Board, Redeveloper shall submit the proposed plans to the City of Hoboken's Director of Community Development ("Director") for a determination, or an amended determination, as the case may be, that such plans are consistent with the description of the Project set forth herein. Such determination shall be made within thirty (30) days after the submission to the Director of the proposed plan set to the Planning Board. The Redeveloper shall diligently prepare and submit to

the Planning Board applications, as appropriate, for preliminary and final site plan approval, prepared by a State of New Jersey licensed architect, Surveyor and/or Engineer for the development and construction of the Project. As a condition precedent to the submission to the Planning Board of any application for preliminary and final site plan approval, including any amendment to any approved preliminary or final site plan approval, the Redeveloper shall submit a copy of said application to the City of Hoboken's Director of Community Development for a determination that the application complies in all material respects to the Project Description. Additionally, the preliminary and final site plan shall be consistent with the Redevelopment Plan, as may be amended, and this Agreement.

SECTION 1.5 Construction and Implementation of the Project. Redeveloper agrees, at its sole cost and expense, to construct and implement and complete the Project, including the Infrastructure Improvements, in accordance with the Project Schedule attached hereto as **Exhibit H**, the Redevelopment Plan, the application submitted to the Planning Board, and the terms and conditions of this Agreement. Additionally, the Redeveloper shall design and construct the Project in a good and workmanlike manner and in accordance with all applicable laws, rules and regulations.

SECTION 1.6 Project Schedule. It is acknowledged by the Parties that the construction of the Project is time sensitive and shall require the coordination of a multitude of efforts by the Redeveloper, the City, and other governmental and private entities. The Project Schedule attached hereto as **Exhibit H** shall control the progress and completion of the Project. The Redeveloper agrees to commence construction of the Project as set forth in the Project Schedule. The Redeveloper further agrees to diligently implement and complete the Project by the Completion Date set forth in the Project Schedule.

SECTION 1.7 Progress Reports. On a quarterly basis, Redeveloper shall submit to the Director written progress reports which shall include a description of activities completed, activities to be undertaken prior to the next quarterly progress report, the status of all Governmental Approvals, an explanation of each activity, if any, which is delayed or which has not otherwise been completed in accordance with the Project Schedule, a description of problem areas, current and anticipated delays or delaying factors and the estimated impact on

performance of other activities and completion dates in the Project Schedule, and an explanation of corrective action taken or proposed in order to mitigate the delay.

SECTION 1.8 List of Governmental Approvals. Within thirty (30) days of the execution of this Agreement, Redeveloper shall provide the Director with a list of all governmental approvals required to complete the Project.

ARTICLE II
PROJECT APPROVALS

SECTION 2.1 Governmental Approvals. In accordance with the Project Schedule, Redeveloper shall promptly and diligently, at its sole cost and expense, seek all governmental permits, approvals, licenses and/or certificates required in connection with (i) the construction and implementation of the Project and (ii) Redeveloper's intended use of the Project Site (collectively the "Governmental Approvals"). After the submission of each application for any Governmental Approval, Redeveloper shall promptly notify the Director of such application submission and shall provide the Director with copies of same, upon request. Redeveloper shall provide the Director with copies of all Governmental Approvals obtained. The City shall cooperate with Redeveloper in connection with the Governmental Approvals and all costs incurred by the City in connection with Redeveloper's Governmental Approvals shall be paid by the Redeveloper in accordance with **Section 5.1** regarding City Costs.

SECTION 2.2 Certificate of Completion. The completion of the Project shall be evidenced by a certificate in recordable form issued by the City. The Certificate of Completion shall constitute a conclusive determination of the satisfaction and termination of the Agreement, but for any provisions herein which expressly survive the termination of this Agreement, and covenants in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct and implement the Project within the dates for the commencement and completion of same. Upon issuance of the Certificate of Completion, the conditions determined to exist at the time the Project Premises were determined to be an area in need of redevelopment

shall be deemed to no longer exist and the land and improvements upon the Project Premises shall no longer be subject to eminent domain as a result of those determinations.

The City shall not unreasonably withhold or delay the delivery of a Certificate of Completion. If the City determines that the Redeveloper is not entitled to a Certificate of Completion, the City shall deliver written notice of such determination to the Redeveloper, within thirty (30) days of such determination, which written notice shall include a written statement of the reasons the City refused or failed to furnish a Certificate of Completion.

ARTICLE III
GENERAL REPRESENTATIONS AND WARRANTIES

SECTION 3.1 Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the City, for the purpose of inducing the City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date of this Agreement:

Authorized to Conduct Business in the State of New Jersey. The Redeveloper is a limited partnership of the State of New Jersey, authorized and qualified to do business in the State of New Jersey and is in good standing under the laws of the State of New Jersey, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Agreement.

a) Authority to Enter into Agreement. The Redeveloper has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

b) Binding Upon Redeveloper. This Agreement is duly executed by the Redeveloper, and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

c) No Pending or Threatened Litigation. To the best of the Redeveloper's knowledge, there is no pending or threatened litigation, suit, proceeding, or investigation that would prevent the Redeveloper from performing its duties and obligations hereunder or have a material adverse effect on the financial condition of the Redeveloper or its members. The Redeveloper shall notify the City of any and all litigation that could potentially prevent the Redeveloper from performing its duties and obligations hereunder.

d) Materials and Documentation Submitted to the City. To the best of the Redeveloper's knowledge, all materials and documentation submitted by the Redeveloper and its agents to the City and its agents were, at the time of such submission, and as of the Effective Date of this Agreement, materially accurate, and the Redeveloper shall continue to inform the City of any material changes in the documentation submitted, including any updated or new environmental reporting through the issuance of any Response Action Outcome ("RAO").

e) Sworn Statement. The Redeveloper shall, at the time that the Redeveloper executes this Agreement and also at any other such time as the City may reasonably request through the issuance of the Certificate of Completion, furnish the City with a complete statement sworn and subscribed to by a principal of the Redeveloper identifying all persons holding ownership interests, equitable interests or beneficial interests in the Redeveloper to the extent that such interest exceeds ten (10%) percent and the extent of their respective holdings, pursuant to N.J.S.A. 40:55D:48.1.

f) Ownership and Control. The Redeveloper represents and warrants that Redeveloper is the contract purchaser of the Project Premises and shall own and control the Project Premises upon conveyance of the Project Premises from Frank Pasquale.

g) Parking Space. The Deed to each residential unit within the Project shall include one (1) on-site parking space except for one (1) residential unit which shall be deeded two (2) on-site parking spaces.

h) Compliance with Redevelopment Pay-to-Play Ordinance. The Redeveloper covenants that it is not in violation of the City of Hoboken's Redevelopment Pay-to-Play Ordinance, as that term is defined herein, and that it shall not solicit or make any financial contribution in contravention with or otherwise prohibited by the Redevelopment Pay-to-Play Ordinance. The "Redevelopment Pay-to-Play Ordinance" shall refer to the City of Hoboken Ordinance No. Z-89 entitled "An Ordinance Amending Chapter 20A of the Administrative Code of the City of Hoboken entitled 'Professional Service Contracts;' Chapter 20C of the Administrative Code of the City of Hoboken entitled "Redevelopment Pay-to-Play Reform;" and Chapter 20B of the Administrative Code of the City of Hoboken entitled Contribution Disclosure statements.'"

SECTION 3.2 Prohibition Against Conflicts of Interest. No member, agent, official, employee, or representative, of the City has or shall acquire any interest, direct or indirect, in the Project or the Project Premises, or has or shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with the Project or Project Premises, in accordance with the requirements of the Law.

SECTION 3.3 Representations and Warranties by the City. The City hereby represents and warrants the following to the Redeveloper to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date of this Agreement:

a) Authority to Enter into Agreement. The City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the City is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

b) Binding Upon the City. This Agreement is duly executed by the City and is valid and legally binding upon the City and enforceable in accordance with its terms on the basis of Legal Requirements presently in effect.

c) No Pending or Threatened Litigation. Except as disclosed in writing, there is no pending, or to the best of the City's knowledge, threatened litigation, suit, proceeding, or investigation that would prevent the City from performing its duties and obligations hereunder. The City shall notify the Redeveloper of any and all litigation that may prevent the City from performing its duties and obligations hereunder.

ARTICLE IV
REDEVELOPER COVENANTS

SECTION 4.1 Redeveloper Covenants. The Redeveloper covenants and agrees that:

a) Utilization of Project Premises. The Redeveloper shall not utilize the Project Premises or any part thereof in a manner that is not consistent with the Redevelopment Plan or this Agreement. The Redeveloper shall construct only those uses set forth on the Revised Site Plans and Project Description attached hereto as **Exhibit E** and **Exhibit F**, respectively, and established in the Redevelopment Plan, or, if the Redevelopment Plan is modified or amended by the City, the modified or amended Redevelopment Plan shall not apply to the Project, unless and until the Parties enter into an Amendment of this Agreement to provide for the applicability of such modifications or amendment to the Project. Additionally, prior to the issuance of a Certificate of Completion by the City, the

Redeveloper shall not utilize the Project Premises, or any portion thereof as collateral for any activity unrelated to this Project.

b) Completion of the Project in accordance with Project Schedule. The Redeveloper shall commence construction of the Project by or on the dates set forth in the Project Schedule and shall implement and complete the Project in accordance with conditions and requirements of this Agreement, the Redevelopment Plan and all applicable laws, rules and regulations, including, but not limited to, Ordinances of the City of Hoboken, Environmental Laws, and the Act.

c) Transfers Prohibited without Prior Written Consent of the City. The Redeveloper shall not, without the prior written consent of the City:

(i) effect or permit any change, directly or indirectly, in the majority ownership or control of 1024 Adams Hoboken, LLC;

(ii) assign or attempt to assign this Agreement or any rights herein or in the Project Premises; or

(iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Project Premises or the Project (collectively a "Transfer"), except: (a) to purchasers of the residential units that are included in the Project; and/or (b) to another corporate entity which is owned and controlled by the exact same persons or principles as 1024 Adams Hoboken, LLC at the time of said Transfer.

SECTION 4.3 Prohibition on Discrimination. The Redeveloper shall not discriminate against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, gender, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of owners, tenants, lessees, subtenants, sub lessees, or vendees on the Project Premises.

SECTION 4.4 Effect and Duration of Covenants. Except as otherwise set forth herein, the Redeveloper's covenants in this Article shall run with the land and be referenced in any deeds, leases or other documents of Transfers or conveyances for properties or units in the Project or located upon the Project Premises. Except as otherwise stated, the covenants shall cease and terminate as to Redeveloper upon the issuance of a Certificate of Completion for the Project by the City.

SECTION 4.5 Declaration of Covenants, Conditions and Restrictions. In furtherance of the above, Redeveloper shall execute and record a Declaration of Covenants, Conditions and Restrictions Regarding Amended Redevelopment Agreement in the form attached hereto as **Exhibit J** and imposing upon the Property the covenants, conditions and restrictions contained herein relating to Permitted Transfers, as set forth in **Section 4.1**, as may be limited by the rights of a Holder, as that term is defined herein and granted hereunder and the Prohibition on Discrimination as set forth in **Section 4.3**, and other such provisions, certain of which shall run with the land in perpetuity.

ARTICLE V
REDEVELOPER OBLIGATIONS

SECTION 5.1 City Costs. Redeveloper shall be responsible for all of the City Costs associated with the following: the construction and implementation of the Project; the preparation, negotiation and implementation of this Amended Redevelopment Agreement, as initially set forth in the Interim Cost and Conditional Designation Agreement approved May 7, 2014 attached hereto as **Exhibit D** and acknowledged and consented to by the Redeveloper in its letter dated July 27, 2016 attached hereto as **Exhibit C;** outstanding costs arising out of the Original Redevelopment Agreement; and outstanding costs arising out of the Planning Board's review of the Original Project not to exceed $5,000.00. Any other costs directly incurred by the Redeveloper, shall be solely the responsibility of the Redeveloper. "City Costs" shall mean all reasonable costs and/or expenses incurred by the City in connection with the Project, which shall include, but not be limited to, the following: any fees and costs of any professional, consultant, contractor or vendor retained by the City, including attorneys, engineers, technical consultants, planners, financial consultants and appraisers, among others.

SECTION 5.2 Reimbursement of City Costs. Redeveloper shall reimburse the City Costs on a monthly basis within thirty (30) days after receipt from the City of a detailed, written invoice for payment of costs incurred by the City. Should Redeveloper fail to pay said monthly invoice within thirty (30) days, the City, at its option, may notify Redeveloper that it will no longer accept payment on a monthly basis and Redeveloper shall be required to immediately deposit with the City the amount of Five Thousand dollars ($5,000.00) to be maintained in a separate account by the City and to be drawn down upon by the City to cover any City Costs, as that term is defined herein (the "Escrow Account"). The City shall provide the Redeveloper with detailed, written invoice(s) setting forth the City Costs which will be drawn down from the Escrow Account. The Redeveloper shall replenish the Escrow Account such that it consistently contains at least $5,000.00 at any given time, through the issuance of a Certificate of Completion. If at any time the City Costs exceed the amount of funds in the Escrow Account, the Redeveloper shall reimburse any outstanding City Costs within ten (10) days' written notice from the City that such costs are due and Redeveloper shall simultaneously replenish the Escrow Account in accordance with the terms of this Section.

ARTICLE VI
SATISFACTION OF AFFORDABLE HOUSING OBLIGATIONS

SECTION 6.1 Affordable Housing Payment. The Parties acknowledge that it is the policy of the City to affirmatively provide an appropriate variety and choice of housing, including low and moderate-income housing, to meet the needs, desires and resources of all individuals who may desire to live within the City's boundaries. Accordingly, the Redeveloper agrees that it will pay to the City the total sum of Forty Thousand Dollars ($40,000.00) ("Affordable Housing Payment") in full and final satisfaction of the Redeveloper's obligation to provide any on or off site affordable housing units, in order to provide a funding source to be utilized by the City to assist in achieving this goal.

SECTION 6.2 Payment Schedule. The Affordable Housing Payment shall be paid by the Redeveloper to the City in ten (10) equal payments of Four Thousand Dollars ($4,000.00) to be

made within five (5) business days of the closing of title to each of the ten (10) units that shall comprise the Project.

SECTION 6.3 Independent Audit. Within forty five (45) days after the closing of the last remaining unit, the Redeveloper shall deliver a post-completion independent audit that fully sets forth the actual costs, sales proceeds and profits in such detail so as to identify the financial return to the Redeveloper as a result of undertaking and completing the Project. Nothing contained herein shall increase Redeveloper's financial responsibility with respect to any affordable housing obligation.

ARTICLE VII
COMPLIANCE WITH LAWS

SECTION 7.1 Compliance. Redeveloper shall comply with all laws, statues, ordinances, regulations and other requirements of any governmental authority, including, but not limited to, Environmental Laws, in the construction and implementation of the Project.

ARTICLE VIII
MAINTENANCE OF PROJECT SITE

SECTION 8.1 Maintenance/Repairs. Prior to the issuance of the Certificate of Completion, Redeveloper shall, at its sole cost and expense, take good care of the Project Site and put, keep and maintain the same in neat, good, safe and substantial order and condition, shall not suffer any waste with respect thereto and shall promptly, at Redeveloper's sole cost and expense, make all necessary repairs and replacements to the Redeveloper's improvements thereon.

SECTION 8.2 Neighborhood Impacts. The Redeveloper shall take all steps that are reasonably necessary in order to minimize any potential negative effects that the construction and implementation of the Project and/or use of the Project Premises may have upon the surrounding neighborhoods, including, but not limited to: (a) minimization of the traffic effects both during the construction of the Project and after its completion; (b) migration of rodents,

insects or other animals from the Project Premises during any demolition as well as during the construction of the Project; and (c) minimization of excessive or unwarranted illumination, noise or pollution into the surrounding communities.

SECTION 8.3 Signage. Redeveloper, at its sole cost and expense, may install signs for its use of the Project Premises of such size, design, character, number and location as the City shall first approve in writing, which approval shall not be unreasonably withheld, delayed or conditioned. Redeveloper shall maintain all such signs in good condition and repair at all times. The erection and maintenance of such signs shall be in compliance with all applicable laws, rules, regulations and ordinances.

ARTICLE IX
"UNCONTROLLABLE CIRCUMSTANCE"

SECTION 9.1 Uncontrollable Circumstance. shall mean the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the Parties hereto; provided however that such act, event or condition shall be beyond the reasonable control of the party relying thereupon as justification or explanation for failing to satisfy any obligation or comply with any condition required of such party under the terms of this Agreement:

a) An act of God, lightning, blizzards, earthquake, hail, flooding, acts of a public enemy, war, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence , but not including reasonably anticipated seasonal weather conditions for the geographic area of the Project other than those set forth above;

b) A landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of either Party hereto;

c) The order, judgment, action and/or determination of any federal, state or local court, administrative agency or governmental body (other than the City) with jurisdiction, excepting decisions interpreting federal, state and local tax laws generally applicable

to all business taxpayers, adversely affecting the permitting and/or construction or development of the Project; provided however, that such order, judgment, action and/or determination shall not be the result of the wrongful actions of the Party relying thereupon and that neither the contest of any such order, judgment, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed to constitute a willful, intentional or negligent action or inaction by such Party;

d) The suspension, termination, interruption, denial or failure of renewal or issuance of any Governmental Approval which is required for the implementation of the Project (as evidenced by written notices from the regulatory agency having jurisdiction over such matter), or during any period in which a stay remains in effect by a Court of competent jurisdiction resulting from litigation involving a challenge to a Governmental Approval or denial of any Governmental Approval, provided however, that such suspension, termination, interruption, denial or failure of renewal or issuance, or any stay which results from such litigation shall not be the result of the wrongful action or inaction of the Party relying thereupon and that neither the contest of any such suspension, termination interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed to constitute a willful, intentional or negligent action or inaction by such Party; or

e) Labor union strikes or similar labor union action by equipment manufacturers, suppliers of material, employees, and/or transporters of same to the extent that such labor union strikes are related to regional labor dispute(s) and not specific to the Project.

The Parties hereto acknowledge that the acts, events or conditions set forth above are intended to be the only acts, events or conditions which may (upon satisfaction of the conditions specified above) constitute an Uncontrollable Circumstance under this Agreement.

ARTICLE X
ENVIRONMENTAL MATTERS

SECTION 10.1 Redeveloper's Environmental Obligations.

a) Environmental Investigation and Remediation. The Redeveloper, at its sole cost and expense, shall conduct any necessary site investigation, commencing with a preliminary assessment, and remediation upon the Project Premises in accordance and compliance with all applicable Environmental Laws, including, but not limited to the Mandatory and Regulatory Timeframes contained within the ARRCS. Further, the Redeveloper shall retain a Licensed Site Remediation Professional ("LSRP") and diligently pursue the issuance of a site-wide RAO, if required, in accordance and compliance with all applicable Environmental Laws. "Environmental Laws" shall mean any current or future applicable federal, state or local law, rule, regulation, order, ordinance or other legal requirement related to the protection of human health and the environment, including, without limitation, Site Remediation Reform Act, N.J.S.A. 58:10C-1, et seq. ("SRRA"); Brownfield and Contaminated Sites Remediation Act, N.J.S.A. 58:10B-1, et seq. ("BCSRA"); New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq. (the "Spill Act"); Administrative Requirements for the Remediation of Contaminated Sites ("ARRCS"), N.J.A.C. 7:26C; Remediation Standards Rules, N.J.A.C. 7:26D; and the Technical Requirements for Site Remediation ("Technical Rules"), N.J.A.C. 7:26E.

The Redeveloper agrees to promptly provide the City with a copy of any Preliminary Assessment, Site Investigation Report(s), Remedial Investigation Report(s), Remedial Action Work Plan(s), Remedial Action Reports, and Response Action Outcome(s), as applicable, for the Project Premises which are in Redeveloper's possession or control, now and in the future.

b) Implementation of Presumptive Remedy for Residential Use. Environmental remediation of the Project Premises shall be consistent with residential use and

shall implement the applicable presumptive remedy in accordance with Environmental Laws.

c) Generation of Contamination. The Redeveloper shall not generate or cause any release or discharge of any contaminant(s) or hazardous substance(s) at, on, under or upon the Project Premises.

d) Environmental Remediation as Condition Precedent to Commencement of Construction. Under no circumstances shall Redeveloper commence construction of any building upon the Project Premises unless and until the Project Premises have been fully remediated, consistent with the intended residential use of the Project Premises and the terms herein.

10.2 Environmental Indemnification. Redeveloper covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and hold the City of Hoboken and any and all of its past, present, and future elected officials, agents, employees, officers, consultants and contractors (collectively, the "City Indemnified Parties"), harmless from any claims, liability, injury, damages, costs, claims, actions and expenses including, but not limited to, the cost of any required investigation and remediation of any environmental conditions, natural resource damages and the cost of attorneys' fees which may arise out of the environmental conditions at, on, under or migrating from the Project Premises. In any situation in which the City Indemnified Parties are entitled to receive and desire defense and/or indemnification by the Redeveloper, the City Indemnified Parties shall provide prompt notice of such situation to the Redeveloper. Failure to provide prompt notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the City Indemnified Parties, unless such failure to give prompt notice materially impairs the Redeveloper's ability to defend. Upon receipt of such notice, the Redeveloper shall defend any action or proceeding on behalf of the City Indemnified Parties, and shall be responsible for the employment of legal counsel reasonably acceptable to the City Indemnified Parties, the payment of all expenses associated with same, and the right to negotiate and consent to any settlement. All of the City Indemnified Parties shall have the right to employ separate counsel at Redeveloper's expense in any such action and to participate in the defense thereof. This Section regarding indemnity shall survive the termination of this Agreement.

ARTICLE XI
INSURANCE

SECTION 11.1 Insurance. Redeveloper shall provide the City of Hoboken with a Certificate of Insurance naming the City Indemnified Parties as additional insureds on policies of insurance related to Comprehensive General Liability, Excess Liability and Environmental Liability insurance, which insurance shall remain in full force and effect for the duration of this Agreement and shall provide for not less than thirty (30) days' written notice by registered or certified mail of the cancellation, non-renewal or change in coverage made by Redeveloper. The Certificates of Insurance must also reference this Agreement and the indemnity in this Agreement as a covered contract.

SECTION 11.2 Insurance Required. Prior to any work being undertaken upon the Project Premises or any portion thereof by the Redeveloper, the Redeveloper shall furnish or shall cause to be furnished to the City, duplicate originals of proof of the following insurance coverage:

a) Commercial General Liability Insurance: including blanket Contractual Liability coverage and Explosion Collapse and Underground, insuring the Redeveloper against losses, costs, liabilities, claims, or causes of action arising out of property damage or bodily injury, including death, sustained upon the Project Premises; and

b) Builder's Risk Insurance: for the benefit of the Redeveloper during the term of construction, sufficient to protect against loss or damage resulting from all standard perils, including fire and/or lightning, vandalism, and malicious mischief; and

c) Workers' Compensation Insurance: as required by law, with an employer's liability insurance endorsement with customary limits to be carried by each of Redeveloper's contractors and subcontractors; and

d) Comprehensive Automobile Liability Insurance: covering all owned, hired and non-owned vehicles.

All insurance policies required by this section shall: (i) contain the policy limits set forth in **Exhibit K**, attached hereto and incorporated by reference; (ii) be obtained from reputable insurance carriers licensed to do business in the State of New Jersey and rated at least A- in Best's Insurance Guide or at a similar level in such other industry-accepted review system; (iii) be maintained for each structure developed and constructed upon the Project Premises until a Certificate of Completion is issued; (iv) apply to all bodily injury, including death, property damage, and other customarily covered losses, as applicable, occurring during the policy term; (v) add City Indemnified Parties as additional insureds; (vi) provide that such coverage shall be primary and non-contributing and that any insurance maintained by the City shall be excess insurance only; (vii) be endorsed with a waiver of subrogation clause for the City; (viii) provide that the policies cannot be canceled or materially changed except after thirty (30) days written notice by the insurer to the City; (ix) provide that the City shall not be liable for any premiums or assessments; and (x) carry commercially reasonable deductibles.

ARTICLE XII
DEFAULT AND TERMINATION

SECTION 12.1 Events of Default. Prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and subject to an Uncontrollable Circumstance, each of the following shall constitute an Event of Default, unless stated otherwise herein:

1. Redeveloper's Events of Default.

a) Failure to Pay City Costs. If the Redeveloper or its successors in interest or assigns knowingly fail to pay any portion of the City Costs pursuant to

the terms of this Agreement, and such failure shall have continued for a period of thirty (30) days after written notice specifying such failure; or

b) Failure to Comply with Project Schedule. If the Redeveloper or its successors in interest or assigns fail to proceed with the construction and implementation of the Project in accordance with the dates contained in the Project Schedule in a material respect or if the Redeveloper or its successors in interest or assigns willfully abandon or suspend construction activities associated with the Project for a period of thirty (30) consecutive days, unless such suspension arises out of an Uncontrollable Circumstance and any such abandonment or suspension shall not be cured, ended, or remedied within a reasonable period of time after the service on the Redeveloper of written notice of default by the City; or

c) Failure to Pay Taxes. Except as otherwise provided herein, if the Redeveloper or its successors in interest or assigns knowingly fail to pay the City for any real property taxes within one hundred eighty (180) days of when such payment is due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach and such real property taxes, encumbrance or lien shall not have been paid, or the encumbrance or lien removed or discharged within ninety (90) days after written demand by the City to do so; or

d) Unauthorized Transfers. If the Redeveloper or its successors in interest or assigns, in violation of this Agreement, transfers fee title to any portion of the Project Premises and such violation shall not be cured within sixty (60) days after written demand by the City, unless the time to cure is extended in writing; or

e) Liquidation. If the Redeveloper or its successors in interest or assigns be liquidated, or file a voluntary petition in bankruptcy or for an arrangement pursuant to applicable bankruptcy laws or shall make an assignment for the benefit of creditors and same shall not be vacated or set aside or stayed within thirty (30) days from entry thereof; or

f) Foreclosure. If the Redeveloper or its successors in interest or assigns permit an entry of a judgment in foreclosure or the issuance of a Deed in Lieu of Foreclosure relating to any financing in connection with the Project; or

g) Failure to Perform Covenant or Condition. If the Redeveloper or its successors in interest or assigns fail to perform any covenant or condition contained in this Agreement and where such failure persists for a period of sixty (60) days following service of written notice from the City specifying the alleged failure, provided however, that if such failure cannot be reasonably remedied within the sixty (60) days following service of the City's written notice, it shall not be deemed to be an Event of Default as long as the Redeveloper or its successors in interest or assigns, as applicable, is proceeding with due diligence to remedy same.

2. City's Events of Default.

a) Amendment to Redevelopment Plan Rendering Project a Prohibited Use. If the Governing Body adopts any amendment(s) to the Redevelopment Plan that would render the Redeveloper's proposed Project a prohibited use or structure or where such amendment(s) to the Redevelopment Plan would materially affect the marketability or feasibility of the Project; or

b) Failure to Cooperate. If the City fails to reasonably cooperate with the Redeveloper's efforts to complete and submit any necessary Governmental Application or if the City fails to reasonably cooperate with the Redeveloper's efforts to obtain any of the

necessary Governmental Approval(s), provided that the Redeveloper is otherwise diligently pursuing said Governmental Approval(s); or

c) Failure to Issue Certificate of Completion. If the City knowingly and unreasonably fails to issue a Certificate of Completion for the Project; or

d) Failure to Serve Notice. If the City fails to serve upon the Redeveloper a written notice of deficiency(ies) within a reasonable time in response to its site plans, submitted by the Redeveloper or in connection with the issuance of a Certificate of Completion; or

e) Failure to Perform Covenant or Condition. If the City knowingly and unreasonably fails to perform any covenant or condition contained in this Agreement and where such failure persist for a period of sixty (60) days following the City's receipt of a written notice from the Redeveloper specifying the alleged failure and requesting that such failure be remedied, provided however, that if such failure of performance of the relevant covenant or condition cannot be reasonably remedied within the sixty (60) days following the City's receipt of the Redeveloper's written notice, it shall not be deemed to be an Event of Default as long as the City is proceeding with due diligence to remedy same.

Notwithstanding any provision to the contrary, it shall not be an Event of Default by either of the Parties if a court of competent jurisdiction issues a ruling, the effect of which is to render invalid the implementation of this Agreement.

SECTION 12.2 Remedies Upon Event of Default. In an Event of Default by the Redeveloper, then the City may take whatever action, at law or in equity, it may deem desirable, including the pursuit of damages, or the City may institute such proceedings as may be necessary in its discretion to cure such Event of Default. Additionally, upon an Event of Default by the Redeveloper, the City shall have right to take one or more the following actions:

a) Cease, halt or withhold review or approval process of applications for any and all Governmental Approvals sought by the Redeveloper, including, but not limited to,

building permits, Certificates of Occupancy and Certificate of Completion, sought by the Redeveloper (provided that such will not cause another default by the Redeveloper);

b) Cease, halt, or withhold cooperation with the Redeveloper; or

c) Terminate this Agreement, in which case, the Redeveloper's designation as the exclusive Redeveloper of the Project Premises shall automatically terminate and become null and void.

SECTION 12.3 No Waiver of Rights and Remedies by Delay. Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive or limit the aggrieved Party's rights in any way. It is the intent of this provision that the Parties' rights under this Agreement shall not be unduly abridged by concepts of waiver, laches, or otherwise, so that the Parties may enforce their rights during the negotiation of any disputes that may arise as a result of the Event of Default.

SECTION 12.4 Rights and Remedies Cumulative. The rights and remedies of the Parties hereto, whether provided by law or by the terms of this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other Event of Default or breach by the other Party.

SECTION 12.5 Failure or Delay. Except as otherwise expressly stated herein, any failure or delay by either Party to assert any of its rights or remedies as to any Event of Default shall not operate as a waiver of any kind unless specifically stated in writing by the Party asserting the Event of Default.

ARTICLE XIII
TERMINATION RIGHTS OF THE CITY

SECTION 13.1 Termination Rights of the City. This Agreement shall terminate upon notice by the City to the Redeveloper, notwithstanding the occurrence of an Event of Default by

Redeveloper if: (a) Within twelve (12) months of the dates set forth in the Project Schedule (with the exception of issuance of any temporary certificate of occupancy), Redeveloper fails to submit applications which are deemed complete by the applicable governmental agency for all Governmental Approvals required to commence construction of the Project; or (b) notwithstanding the timely issuance of all required Governmental Approvals, Redeveloper fails to commence construction of the Project within twelve (12) months of the dates set forth in the Project Schedule.

ARTICLE XIV
NOTICES

All Notices permitted or required to be provided by the Redeveloper or the City shall be made in writing and shall be deemed duly provided (i) upon confirmation of facsimile; (ii) one (1) business day (excluding any federal or State legal holiday) following the date sent, if sent by overnight delivery; and (iii) three (3) business days following the date mailed, if mailed by registered or certified mail, return receipt requested and postage prepaid at the following addresses:

To the City of Hoboken:

Mayor Dawn Zimmer and
Members of the Council of the City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

with a copy to:

Brandy A. Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 420-2233

and

Brian Aloia, Esq.
Corporation Counsel of the City of Hoboken
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 420-2058

and

Joseph J. Maraziti, Jr., Esq.
Maraziti Falcon, LLP
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078
(973) 912-6819

To the Redeveloper:

David Gaber
1024 Adams Hoboken, LLC
1422 Grand Street, 5B
Hoboken, New Jersey 07030

with a copy to:

Robert S. Goldsmith, Esq.
Greenbaum Rowe Smith & Davis, LLP
99 Wood Avenue South
Iselin, New Jersey 08830

ARTICLE XV
MISCELLANEOUS

SECTION 15.1 Non-Liability of Officials and Employees of the City. No member, official, employee or consultant of the City's shall be personally liable to the Redeveloper, or any successor in interest, in an Event of Default or breach by the City, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Agreement.

SECTION 15.2 Non-Liability of Officials and Employees of the Redeveloper. No member, officer, shareholder, director, partner, employee or consultant of the Redeveloper shall be personally liable to the City, or any successor in interest, in an Event of Default or breach by the Redeveloper or for any amount which may become due to the City, or its successor, on any obligation under the terms of this Agreement.

SECTION 15.3 Binding Effect. This Agreement is binding upon and shall inure to the

benefit of the respective successors and permitted assigns of the Parties hereto subject to the provisions herein.

SECTION 15.4 Exhibits. All Exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

SECTION 15.5 Time of the Essence. Redeveloper acknowledges and agrees that adherence to the Project Schedule is of the essence to this Agreement.

SECTION 15.6 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 15.7 Captions. The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this Agreement.

SECTION 15.8 Severability. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 15.9 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

SECTION 15.10 Governing Law. The Parties acknowledge and agree that the laws of the State of New Jersey shall govern and control the validity, interpretation, performance and enforcement of this Agreement.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year above written.

1024 ADAMS HOBOKEN, LLC

Attest:

_____ By: _____

David Gaber

Title:

CITY OF HOBOKEN

Attest:

_____ By: _____

Dawn Zimmer
Mayor, City of Hoboken

[Signature Page for Amended Redevelopment Agreement]

STATE OF NEW JERSEY
ss:

COUNTY OF HUDSON

I CERTIFY that on _____, 2016, _____ personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, is the _____ of 1024 Adams Hoboken, LLC, 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 corporation.

_____
, Secretary

Signed and sworn to before me
on _____, 2016.

_____
Notary Public

STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON

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

(a) this person is the Clerk of the City of Hoboken, named in this document;

(b) this person is the attesting witness to the execution of this document by the proper City of Hoboken official who is Dawn Zimmer, Mayor;

(c) this document was signed and delivered by the City of Hoboken as its voluntary act duly authorized by a proper resolution of the City of Hoboken; and

(d) this person signed this proof to attest to the truth of these facts.

_____

Signed and sworn to before me
on _____, 2016.

_____
Notary Public

EXHIBIT A (to Amended Redevelopment Agreement)

Original Redevelopment Agreement

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF HOBOKEN

AND

FRANK PASQUALE LIMITED PARTNERSHIP

Date: September 3, 2014

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EXHIBITS

Exhibit A: Second Amended and Restated Pre-Submission Form

Exhibit B: Interim Cost and Conditional Designation Agreement

Exhibit C: Revised Sited Plans

Exhibit D: Narrative Project Description

Exhibit E: Goals and Commitments by Redeveloper

Exhibit F: Project Schedule

Exhibit G: LEED Gold Components/Checklist

Exhibit H: Certification Criteria for Residential Passive House Buildings

Exhibit I: Insurance – Minimum Policy Limits/Requirements

REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF HOBOKEN
AND
FRANK PASQUALE LIMITED PARTNERSHIP

THIS REDEVELOPMENT AGREEMENT, made as of the _____day of _____ 2014 (the "Effective Date") by and between the CITY OF HOBOKEN, a municipal corporation of the State of New Jersey acting in the capacity of a redevelopment entity pursuant to the provisions of the Local Redevelopment and Housing Law, with offices at 94 Washington Street, Hoboken, New Jersey 07030 (the "City") and Frank Pasquale Limited Partnership, a limited partnership authorized to do business in the State of New Jersey, with offices at 807 Four Seasons Drive, Wayne, NJ 07470 (hereinafter referred to as "" or "Redeveloper") (the "Agreement").

RECITALS

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

WHEREAS, in order to stimulate redevelopment, the City, by resolution, designated certain properties within the City of Hoboken as areas in need of redevelopment in accordance with the Act (the "Redevelopment Area"); and

WHEREAS, the City, by ordinance, adopted the Redevelopment Plan for the Northwest Industrial Area (the "Redevelopment Plan") which has been amended from time to time, and which sets forth the plan for the Redevelopment Area; and

WHEREAS, on or about April 4, 2014, Redeveloper, the owner of the property located at Block 100, Lot 10 on the tax map of the City of Hoboken, more commonly known as 1024 Adams Street (the "Property"), submitted a Second Amended and Restated Pre-Submission Form

reflecting a proposed redevelopment project upon the Property, attached hereto as **Exhibit A**; and

WHEREAS, on May 7, 2014, the City Council of the City of Hoboken authorized the execution of an Interim Cost and Conditional Designation Agreement by and between the City of Hoboken and Frank Pasquale Limited Partnership, including provisions for an escrow deposit to defray the costs of the City, attached hereto as **Exhibit B**; and

WHEREAS, on or about July 25, 2014, the Redeveloper submitted revised site plans, attached hereto as **Exhibit C**; and

WHEREAS, the City and the Redeveloper (collectively, the "Parties") desire to enter into this Agreement, which supersedes any and all previous agreements between the Parties;

NOW THEREFORE, in consideration of the covenants and conditions herein set forth, the City and Redeveloper do hereby covenant, promise and agree as follows:

ARTICLE I
REDEVELOPMENT PROJECT

SECTION 1.1 Scope and Implementation of the Project. The Project shall consist of the following, as more particularly described in the Revised Site Plans attached hereto as **Exhibit** C, the narrative project description attached hereto as **Exhibit D** (the "Project Description") and the list of goals and commitments prepared and submitted to the City by Redeveloper on or about July 25, 2014 attached hereto as **Exhibit E** (the "Goals and Commitments"):

a) Site Preparation: site preparation of the Property (also referred to herein as the "Project Premises");

b) Governmental Approvals: obtaining all applicable Governmental Approvals, as that term is defined herein, for the Project;

c) Infrastructure Improvements: construction of any improvement or utility necessitated, associated with, or required by the implementation of the Project including but not limited to electric power transmission

lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television cable lines or other such utilities (collectively, the "Infrastructure Improvements");

d) Environmental Investigation and Remediation: completion of environmental site investigation and implementation of any remediation of any contamination, including soil, groundwater, and vapor, on or emanating from the Project Premises, in compliance with all applicable Environmental Laws, as that term is defined herein, and in accordance with presumptive remediation standards for residential use, and as further set forth herein;

e) Construction and Implementation of the Project: financing, development, construction, and maintenance of a state of the art, environmentally protective, seven (7) story residential building consisting of ten (10) units comprising one (1) two-bedroom unit, seven (7) three-bedroom units, and two (2) four-bedroom units, and eleven (11) on-site parking spaces, in accordance with the Project Schedule attached hereto as **Exhibit F**, the Redevelopment Plan, the terms of this Agreement, and all applicable laws, rules and regulations;

f) LEED Certification and Green Components: obtaining at least LEED Gold Certification from the US Green Building Council and also incorporating certain "green" components as set forth on **Exhibit G**, including, but not limited to, a natural gas co-generation system for heat and power, white roof also known as a cool roof coating for reduction of energy consumption, solar panels on the roof, grey water recycling system, on-site rainwater retention system, interior electric vehicle charging station and bike rack;

g) Installation of Circuit Connection Box for Micro-Grid: installing 2'x4'x1' circuit connection box that has been designed and certified by the National Electrical Manufacturer's Association (NEMA), including the transfer enclose and any conduits, fittings, seals, and

cables, to support a potential power transfer as set forth herein, inside the garage within the Project (the "Circuit Connection Box");

h) Passive House Certification: obtaining Passive House Certification from the Passive House Institute by incorporating certain core components as more specifically set forth on the Certification Criteria for Residential Passive House Buildings attached hereto as **Exhibit H**; and

i) Flood Mitigation: recognizing the flooding challenges faced by the City, Redeveloper agrees to give priority to the use of any design and construction features that will serve to maximize storm water management and flood mitigation in the area surrounding the Project Premises (collectively, the "Project" or "Project Description").

SECTION 1.2 Goals. Redeveloper has identified the following goals for the Project and has committed to achieving, but shall not be required to complete, the following:

a) LEED Platinum: LEED Platinum Certification from the US Green Building Council;

b) Energy Star: Energy Star Building Certification pursuant to any standards and regulations set forth by the United States Environmental Protection Agency;

c) Power Transfer: transfer of power that is generated on-site to the local power microgrid through the Circuit Connection Box; and

d) Electrical Vehicle Charging Station: install, implement and operate up to three (3) exterior electrical vehicle charging stations that have been designed and certified by NEMA.

SECTION 1.3 Designation of the Redeveloper. The City hereby designates Frank Pasquale Limited Partnership a/k/a/ Lorien Lofts as the exclusive Redeveloper of the Property,

subject to the satisfaction of all the terms and provisions of this Agreement.

SECTION 1.4 Determination of Consistency Prior to Planning Board Application by Director of Community Development. The City conceptually approves the uses, layout, density, parking and architectural design of the Project Improvements. After the preparation of engineering and architectural plans and before the submission of an application to the City Planning Board, Redeveloper shall submit the proposed application to the City of Hoboken's Director of Community Development ("Director") for a determination that such plans are consistent with the description of the Project Improvements set forth herein. Such determination shall be made within 30 days after the submission to the Director of the proposed complete application to the Planning Board. The Redeveloper shall diligently prepare and submit to the Planning Board applications, as appropriate, for preliminary and final site plan approval, prepared by a State of New Jersey licensed architect, Surveyor and/or Engineer for the development and construction of the Project. As a condition precedent to the submission to the Planning Board of any application for preliminary and final site plan approval, including any amendment to any approved preliminary or final site plan approval, the Redeveloper shall submit a copy of said application to the City of Hoboken's Director of Community Development for a determination that the application complies in all material respects to the Project Description. Additionally, the preliminary and final site plan shall be consistent with the Redevelopment Plan, as may be amended, and this Agreement.

SECTION 1.5 Construction and Implementation of the Project. Redeveloper agrees, at its sole cost and expense, to construct and implement and complete the Project, including the Infrastructure Improvements, in accordance with the Project Schedule attached hereto as **Exhibit F**, the Redevelopment Plan, the application submitted to the Planning Board, and the terms and conditions of this Agreement. Additionally, the Redeveloper shall design and construct the Project in a good and workmanlike manner and in accordance with all applicable laws, rules and regulations.

SECTION 1.6 Project Schedule. It is acknowledged by the Parties that the construction of the Project is time sensitive and shall require the coordination of a multitude of efforts by the Redeveloper, the City, and other governmental and private entities. The Project Schedule attached hereto as **Exhibit F** shall control the progress and completion of the Project. The

Redeveloper agrees to commence construction of the Project as set forth in the Project Schedule. The Redeveloper further agrees to diligently implement and complete the Project by the Completion Date set forth in the Project Schedule.

SECTION 1.7 Progress Reports. On a quarterly basis, Redeveloper shall submit to the Director written progress reports which shall include a description of activities completed, activities to be undertaken prior to the next quarterly progress report, the status of all Governmental Approvals, an explanation of each activity, if any, which is delayed or which has not otherwise been completed in accordance with the Project Schedule, a description of problem areas, current and anticipated delays or delaying factors and the estimated impact on performance of other activities and completion dates in the Project Schedule, and an explanation of corrective action taken or proposed in order to mitigate the delay.

SECTION 1.8 List of Governmental Approvals. Within thirty (30) days of the execution of this Agreement, Redeveloper shall provide the Director with a list of all governmental approvals required to complete the Project.

ARTICLE II
PROJECT APPROVALS

SECTION 2.1 Governmental Approvals. In accordance with the Project Schedule, Redeveloper shall promptly and diligently, at its sole cost and expense, seek all governmental permits, approvals, licenses and/or certificates required in connection with (i) the construction and implementation of the Project and (ii) Redeveloper's intended use of the Project Site (collectively the "Governmental Approvals"). After the submission of each application for any Governmental Approval, Redeveloper shall promptly notify the Director such application submission and shall provide the Director with copies of same, upon request. Redeveloper shall provide the Director with copies of all Governmental Approvals obtained. The City shall cooperate with Redeveloper in connection with the Governmental Approvals and all costs incurred by the City in connection with Redeveloper's Governmental Approvals shall be paid by the Redeveloper in accordance with **Section 5.1** regarding City Costs.

SECTION 2.2 Certificate of Completion. The completion of the Project shall be evidenced by a certificate in recordable form issued by the City. The Certificate of Completion

shall constitute a conclusive determination of the satisfaction and termination of the Agreement, but for any provisions which expressly survive the termination of this Agreement, and covenants in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct and implement the Project within the dates for the commencement and completion of same. Upon issuance of the Certificate of Completion, the conditions determined to exist at the time the Project Premises were determined to be an area in need of redevelopment shall be deemed to no longer exist and the land and improvements upon the Project Premises shall no longer be subject to eminent domain as a result of those determinations.

The City shall not unreasonably withhold or delay the delivery of a Certificate of Completion. If the City determines that the Redeveloper is not entitled to a Certificate of Completion, the City shall deliver written notice of such determination to the Redeveloper, within thirty (30) days of such determination, which written notice shall include a written statement of the reasons the City refused or failed to furnish a Certificate of Completion.

ARTICLE III
GENERAL REPRESENTATIONS AND WARRANTIES

SECTION 3.1 Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the City, for the purpose of inducing the City to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date of this Agreement:

a) Authorized to Conduct Business in the State of New Jersey. The developer is a limited partnership of the State of New Jersey, authorized and qualified to do business in the State of New Jersey and is in good standing under the laws of the State of New Jersey, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Agreement.

b) Authority to Enter into Agreement. The Redeveloper has the legal power, right and authority to enter into this Agreement and

the instruments and documents referenced herein to which Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

c) Binding Upon Redeveloper. This Agreement is duly executed by the Redeveloper, and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

d) No Pending or Threatened Litigation. To the best of the Redeveloper's knowledge, there is no pending or threatened litigation, suit, proceeding, or investigation that would prevent the Redeveloper from performing its duties and obligations hereunder or have a material adverse effect on the financial condition of the Redeveloper or its members. The Redeveloper shall notify the City of any and all litigation that could potentially prevent the Redeveloper from performing its duties and obligations hereunder.

e) Materials and Documentation Submitted to the City. To the best of the Redeveloper's knowledge, all materials and documentation submitted by the Redeveloper and its agents to the City and its agents were, at the time of such submission, and as of the Effective Date of this Agreement, materially accurate, and the Redeveloper shall continue to inform the City of any material changes in the documentation submitted, including any updated or new environmental reporting through the issuance of any Response Action Outcome ("RAO").

f) Sworn Statement. The Redeveloper shall, at the time that the Redeveloper executes this Agreement and also at any other such

time as the City may reasonably request through the issuance of the Certificate of Completion, furnish the City with a complete statement sworn and subscribed to by the principal of the Redeveloper identifying all persons holding ownership interests, equitable interests or beneficial interests in the Redeveloper to the extent that such interest exceeds ten (10%) percent and the extent of their respective holdings, pursuant to N.J.S.A. 40:55D:48.1.

g) Ownership and Control. The Redeveloper represents and warrants that Redeveloper owns and controls the Project Premises.

h) Parking Space. The Deed to each residential unit within the Project shall include at least one (1) on-site parking space.

i) Compliance with Redevelopment Pay-to-Play Ordinance.

The Redeveloper covenants that it is not in violation of the City of Hoboken's Redevelopment Pay-to-Play Ordinance, as that term is defined herein, and that it shall not solicit or make any financial contribution in contravention with or otherwise prohibited by the Redevelopment Pay-to-Play Ordinance. The "Redevelopment Pay-to-Play Ordinance" shall refer to the City of Hoboken Ordinance No. Z-89 entitled "An Ordinance Amending Chapter 20A of the Administrative Code of the City of Hoboken entitled 'Professional Service Contracts;' Chapter 20C of the Administrative Code of the City of Hoboken entitled "Redevelopment Pay-to-Play Reform;" and Chapter 20B of the Administrative Code of the City of Hoboken entitled Contribution Disclosure statements.'"

SECTION 3.2 Prohibition Against Conflicts of Interest. No member, agent, official, employee, or representative, of the City has or shall acquire any interest, direct or indirect, in the Project or the Project Premises, or has or shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with the Project or Project Premises, in accordance with the requirements of the Law.

SECTION 3.3 Representations and Warranties by the City. The City hereby represents and warrants the following to the Redeveloper to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date of this Agreement:

a) Authority to Enter into Agreement. The City has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the City is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

b) Binding Upon the City. This Agreement is duly executed by the City and is valid and legally binding upon the City and enforceable in accordance with its terms on the basis of Legal Requirements presently in effect.

c) No Pending or Threatened Litigation. Except as disclosed in writing, there is no pending, or to the best of the City's knowledge, threatened litigation, suit, proceeding, or investigation that would prevent the City from performing its duties and obligations hereunder. The City shall notify the Redeveloper of any and all litigation that may prevent the City from performing its duties and obligations hereunder.

ARTICLE IV
REDEVELOPER COVENANTS

SECTION 4.1 Redeveloper Covenants. The Redeveloper covenants and agrees that:

a) Utilization of Project Premises. The Redeveloper shall not utilize the Project Premises or any part thereof in a manner that is not consistent with the Redevelopment Plan or this Agreement. The Redeveloper shall construct only those uses set forth on the Revised Site Plans and Project Description attached hereto as **Exhibit C** and **Exhibit D,**

respectively, and established in the Redevelopment Plan, or, if the Redevelopment Plan is modified or amended by the City, the modified or amended Redevelopment Plan shall not apply to the Project, unless and until the Parties enter into an Amendment of this Agreement to provide for the applicability of such modifications or amendment to the Project. Additionally, prior to the issuance of a Certificate of Completion by the City, the Redeveloper shall not utilize the Project Premises, or any portion thereof as collateral for any activity unrelated to this Project.

b) Completion of the Project in accordance with Project Schedule. The Redeveloper shall commence construction of the Project by or on the dates set forth in the Project Schedule and shall implement and complete the Project in accordance with conditions and requirements of this Agreement, the Redevelopment Plan and all applicable laws, rules and regulations, including, but not limited to, Ordinances of the City of Hoboken, Environmental Laws, and the Act.

c) Transfers Prohibited without Prior Written Consent of the City. The Redeveloper shall not, without the prior written consent of the City:

(i) effect or permit any change, directly or indirectly, in the majority ownership or control of Frank Pasquale Limited Partnership;

(ii) assign or attempt to assign this Agreement or any rights herein or in the Project Premises; or

(iii) make any total or partial sale, lease, transfer or conveyance of the whole or any part of its interest in the Project Premises or the Project (collectively a "Transfer"), except: (a) to purchasers of the residential units that are included in the Project; and/or (b) to another corporate entity which is owned and controlled by the exact same persons or principles as Frank Pasquale Limited Partnership at the time of said Transfer.

SECTION 4.2 City Covenants. The City covenants and agrees that it shall cooperate

with Redeveloper in: (1) the activation of the Circuit Connection Box in order that a transfer of power to the microgrid from the Project Premises may be achieved and (2) the implementation of the exterior electrical vehicle charging station referenced herein.

SECTION 4.3 Prohibition on Discrimination. The Redeveloper shall not discriminate against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, gender, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of owners, tenants, lessees, subtenants, sublessees, or vendees on the Project Premises.

SECTION 4.4 Effect and Duration of Covenants. The Redeveloper's covenants in this Article shall run with the land and be referenced in any deeds, leases or other documents of Transfers or conveyances for properties or units in the Project or located upon the Project Premises. Except as otherwise stated herein, the covenants shall cease and terminate upon the issuance of a Certificate of Completion for the Project by the City.

ARTICLE V
REDEVELOPER OBLIGATIONS

SECTION 5.1 City Costs. All costs associated with the construction and implementation of the Project, including payment of the City Costs, as that term is defined herein, and any other costs directly incurred by the Redeveloper, shall be solely the responsibility of the Redeveloper. "City Costs" shall mean all reasonable costs and/or expenses incurred by the City in connection with the Project, which shall include, but not be limited to, the following: any fees and costs of any professional, consultant, contractor or vendor retained by the City, including attorneys, engineers, technical consultants, planners, financial consultants and appraisers, among others.

SECTION 5.2 Reimbursement of City Costs. Redeveloper shall reimburse the City's costs on a monthly basis within thirty (30) days after receipt from the City of a detailed, written invoice for payment of costs incurred by the City. Should Redeveloper fail to pay said monthly

invoice within thirty (30) days, the City, at its option, may notify Redeveloper that it will no longer accept payment on a monthly basis and Redeveloper shall be required to immediately deposit with the City the amount of Five Thousand dollars ($5,000.00) to be maintained in a separate account by the City and to be drawn down upon by the City to cover any City Costs, as that term is defined herein (the "Escrow Account"). The City shall provide the Redeveloper with detailed, written invoice(s) setting forth the City Costs which will be drawn down from the Escrow Account. The Redeveloper shall replenish the Escrow Account such that it consistently contains at least $5,000.00 at any given time, through the issuance of a Certificate of Completion. If at any time the City Costs exceed the amount of funds in the Escrow Account, the Redeveloper shall reimburse any outstanding City Costs within ten (10) days' written notice from the City that such costs are due and Redeveloper shall simultaneously replenish the Escrow Account in accordance with the terms of this Section.

ARTICLE VI
SATISFACTION OF AFFORDABLE HOUSING OBLIGATIONS

SECTION 6.1 Affordable Housing Payment. The Parties acknowledge that it is the policy of the City to affirmatively provide an appropriate variety and choice of housing, including low and moderate-income housing, to meet the needs, desires and resources of all individuals who may desire to live within the City's boundaries. Accordingly, the Redeveloper agrees that it will pay to the City the total sum of Forty Thousand Dollars ($40,000.00) ("Affordable Housing Payment") in full and final satisfaction of the Redeveloper's obligation to provide any on or off site affordable housing units, in order to provide a funding source to be utilized by the City to assist in achieving this goal.

SECTION 6.2 Payment Schedule. The Affordable Housing Payment shall be paid by the Redeveloper to the City in ten (10) equal payments of Four Thousand Dollars ($4,000.00) to be made within five (5) business days of the closing of title to each of the ten (10) units that shall comprise the Project.

SECTION 6.3 Independent Audit. Within forty five (45) days after the closing of the last remaining unit, the Redeveloper shall deliver a post-completion independent audit that fully sets forth the actual costs, sales proceeds and profits in such detail so as to identify the financial

return to the Redeveloper as a result of undertaking and completing the Project. Nothing contained herein shall increase Developer's financial responsibility with respect to any affordable housing obligation.

ARTICLE VII
COMPLIANCE WITH LAWS

SECTION 7.1 Compliance. Redeveloper shall comply with all laws, statues, ordinances, regulations and other requirements of any governmental authority, including, but not limited to, Environmental Laws, in the construction and implementation of the Project.

ARTICLE VIII
MAINTENANCE OF PROJECT SITE

SECTION 8.1 Maintenance/Repairs. Prior to the issuance of the Certificate of Completion, Redeveloper shall, at its sole cost and expense, take good care of the Project Site and put, keep and maintain the same in neat, good, safe and substantial order and condition, shall not suffer any waste with respect thereto and shall promptly, at Redeveloper's sole cost and expense, make all necessary repairs and replacements to the Redeveloper's improvements thereon.

SECTION 8.2 Neighborhood Impacts. The Redeveloper shall take all steps that are reasonably necessary in order to minimize any potential negative effects that the construction and implementation of the Project and/or use of the Project Premises may have upon the surrounding neighborhoods, including, but not limited to: (a) minimization of the traffic effects both during the construction of the Project and after its completion; (b) migration of rodents, insects or other animals from the Project Premises during any demolition as well as during the construction of the Project; and (c) minimization of excessive or unwarranted illumination, noise or pollution into the surrounding communities.

SECTION 8.3 Signage. Redeveloper, at its sole cost and expense, may install signs for its use of the Project Premises of such size, design, character, number and location as the City shall first approve in writing, which approval shall not be unreasonably withheld, delayed or conditioned. Redeveloper shall maintain all such signs in good condition and repair at all times.

invoice within thirty (30) days, the City, at its option, may notify Redeveloper that it will no longer accept payment on a monthly basis and Redeveloper shall be required to immediately deposit with the City the amount of Five Thousand dollars ($5,000.00) to be maintained in a separate account by the City and to be drawn down upon by the City to cover any City Costs, as that term is defined herein (the "Escrow Account"). The City shall provide the Redeveloper with detailed, written invoice(s) setting forth the City Costs which will be drawn down from the Escrow Account. The Redeveloper shall replenish the Escrow Account such that it consistently contains at least $5,000.00 at any given time, through the issuance of a Certificate of Completion. If at any time the City Costs exceed the amount of funds in the Escrow Account, the Redeveloper shall reimburse any outstanding City Costs within ten (10) days' written notice from the City that such costs are due and Redeveloper shall simultaneously replenish the Escrow Account in accordance with the terms of this Section.

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The erection and maintenance of such signs shall be in compliance with all applicable laws, rules, regulations and ordinances.

ARTICLE IX
"UNCONTROLLABLE CIRCUMSTANCE"

SECTION 9.1 Uncontrollable Circumstance. shall mean the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the Parties hereto; provided however that such act, event or condition shall be beyond the reasonable control of the party relying thereupon as justification or explanation for failing to satisfy any obligation or comply with any condition required of such party under the terms of this Agreement:

a) An act of God, lightning, blizzards, earthquake, hail, flooding, acts of a public enemy, war, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence , but not including reasonably anticipated seasonal weather conditions for the geographic area of the Project other than those set forth above;

b) A landslide, fire, explosion, flood or nuclear radiation not created by an act or omission of either Party hereto;

c) The order, judgment, action and/or determination of any federal, state or local court, administrative agency or governmental body (other than the City) with jurisdiction, excepting decisions interpreting federal, state and local tax laws generally applicable to all business taxpayers, adversely affecting the permitting and/or construction or development of the Project; provided however, that such order, judgment, action and/or determination shall not be the result of the actions of the Party relying thereupon and that neither the contest of any such order, judgment, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed to constitute a willful, intentional or negligent action or inaction by such Party;

d) The suspension, termination, interruption, denial or failure of renewal or issuance of any Governmental Approval which is required for the implementation of the Project (as evidenced by written notices from the regulatory agency having jurisdiction over such matter), or during any period in which a stay remains in effect by a Court of competent jurisdiction resulting from litigation involving a challenge to a Governmental Approval or denial of any Governmental Approval, provided however, that such suspension, termination, interruption, denial or failure of renewal or issuance, or any stay which results from such litigation shall not be the result of the action or inaction of the Party relying thereupon and that neither the contest of any such suspension, termination interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed to constitute a willful, intentional or negligent action or inaction by such Party; or

e) Labor union strikes or similar labor union action by equipment manufacturers, suppliers of material, employees, and/or transporters of same to the extent that such labor union strikes are related to regional labor dispute(s) and not specific to the Project.

The Parties hereto acknowledge that the acts, events or conditions set forth above are intended to be the only acts, events or conditions which may (upon satisfaction of the conditions specified above) constitute an Uncontrollable Circumstance under this Agreement.

ARTICLE X
ENVIRONMENTAL MATTERS

SECTION 10.1 Redeveloper's Environmental Obligation to Investigate and Remediate.

a) The Redeveloper, at its sole cost and expense, shall conduct all necessary site investigation, commencing with a preliminary assessment, and remediation upon the Project Premises in accordance and compliance with all applicable Environmental

Laws, including, but not limited to the Mandatory and Regulatory Timeframes contained within the ARRCS. Further, the Redeveloper shall retain a Licensed Site Remediation Professional ("LSRP") and diligently pursue the issuance of a site-wide RAO, in accordance and compliance with all applicable Environmental Laws. "Environmental Laws" shall mean any current or future applicable federal, state or local law, rule, regulation, order, ordinance or other legal requirement related to the protection of human health and the environment, including, without limitation, Site Remediation Reform Act, N.J.S.A. 58:10C-1, et seq. ("SRRA"); Brownfield and Contaminated Sites Remediation Act, N.J.S.A. 58:10B-1, et seq. ("BCSRA"); New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11, et seq. (the "Spill Act"); Administrative Requirements for the Remediation of Contaminated Sites ("ARRCS"), N.J.A.C. 7:26C; Remediation Standards Rules, N.J.A.C. 7:26D; and the Technical Requirements for Site Remediation ("Technical Rules"), N.J.A.C. 7:26E.

The Redeveloper agrees to promptly provide the City with a copy of any Preliminary Assessment, Site Investigation Report(s), Remedial Investigation Report(s), Remedial Action Work Plan(s), and Remedial Action Reports, as applicable, for the Project Premises which are in Redeveloper's possession or control, now and in the future.

b) Implementation of Presumptive Remedy for Residential Use. Environmental remediation of the Project Premises shall be consistent with residential use and shall implement the applicable presumptive remedy in accordance with Environmental Laws.

c) Generation of Contamination. The Redeveloper shall not generate or cause any release or discharge of any contaminant(s) or hazardous substance(s) at, on, under or upon the Project Premises.

d) Environmental Remediation as Condition Precedent to Commencement of Construction. Under no circumstances shall Redeveloper commence construction of any building upon the Project Premises unless and until the Project Premises have been fully remediated, consistent with the intended residential use of the Project Premises and the terms herein.

10.2 Environmental Indemnification. Redeveloper covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and hold the City of Hoboken and any and all of its past, present, and future elected officials, agents, employees, officers, consultants and contractors ("City Indemnified Parties"), harmless from any claims, liability, injury, damages, costs, claims, actions and expenses including, but not limited to, the cost of any required investigation and remediation of any environmental conditions, natural resource damages and the cost of attorneys' fees which may arise out of the environmental conditions at, on, under or migrating from the Project Premises. In any situation in which the City Indemnified Parties are entitled to receive and desire defense and/or indemnification by the Redeveloper, the City Indemnified Parties shall provide prompt notice of such situation to the Redeveloper. Failure to provide prompt notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the City Indemnified Parties, unless such failure to give prompt notice materially impairs the Redeveloper's ability to defend. Upon receipt of such notice, the Redeveloper shall defend any action or proceeding on behalf of the City Indemnified Parties, and shall be responsible for the employment of legal counsel reasonably acceptable to the City Indemnified Parties, the payment of all expenses associated with same, and the right to negotiate and consent to any settlement. All of the City Indemnified Parties shall have the right to employ separate counsel at Redeveloper's expense in any such action and to participate in the defense thereof. This Section regarding indemnity shall survive the termination of this Agreement.

ARTICLE XI
INSURANCE

SECTION 11.1 Insurance. Redeveloper shall provide Hoboken with a Certificate of Insurance naming the City Indemnified Parties as additional insureds on policies of insurance related to Comprehensive General Liability, Excess Liability and Environmental Liability insurance, which insurance shall remain in full force and effect for the duration of this Agreement and shall provide for not less than thirty (30) days' written notice by registered or certified mail of the cancellation, non-renewal or change in coverage made by Redeveloper. The Certificates of Insurance must also reference this Agreement and the indemnity in this Agreement as a covered contract.

SECTION 11.2 Insurance Required. Prior to any work being undertaken upon the Project Premises or any portion thereof by the Redeveloper, the Redeveloper shall furnish or shall cause to be furnished to the City, duplicate originals of proof of the following insurance coverage:

a) Commercial General Liability Insurance: including blanket Contractual Liability coverage and Explosion Collapse and Underground, insuring the Redeveloper against losses, costs, liabilities, claims, or causes of action arising out of property damage or bodily injury, including death, sustained upon the Project Premises; and

b) Builder's Risk Insurance: for the benefit of the Redeveloper during the term of construction, sufficient to protect against loss or damage resulting from all standard perils, including fire and/or lightning, vandalism, and malicious mischief; and

c) Workers' Compensation Insurance: as required by law, with an employer's liability insurance endorsement with customary limits to be carried by each of Redeveloper's contractors and subcontractors; and

d) Comprehensive Automobile Liability Insurance: covering all owned, hired and non-owned vehicles.

All insurance policies required by this section shall: (i) contain the policy limits set forth in **Exhibit I**, attached hereto and incorporated by reference; (ii) be obtained from reputable insurance carriers licensed to do business in the State of New Jersey and rated at least A- in Best's Insurance Guide or at a similar level in such other industry-accepted review system; (iii) be maintained for each structure developed and constructed upon the Project Premises until a Certificate of Completion is issued; (iv) apply to all bodily injury, including death, property damage, and other customarily covered losses, as applicable, occurring during the policy term; (v) add City Indemnified Parties as additional insureds; (vi) provide that such coverage shall be primary and non-contributing and that any insurance maintained by the City shall be excess insurance only; (vii) be endorsed with a waiver of subrogation clause for the City; (viii) provide that the policies cannot be canceled or materially changed except after thirty (30) days written

notice by the insurer to the City; (ix) provide that the City shall not be liable for any premiums or assessments; and (x) carry commercially reasonable deductibles.

ARTICLE XII
DEFAULT AND TERMINATION

SECTION 12.1 Events of Default. Prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and subject to an Uncontrollable Circumstance, each of the following shall constitute an Event of Default, unless stated otherwise herein:

1. Redeveloper's Events of Default.

   a) Failure to Pay City Costs. If the Redeveloper or its successors in interest or assigns knowingly fail to pay any portion of the City Costs pursuant to the terms of this Agreement, and such failure shall have continued for a period of thirty (30) days after written notice specifying such failure; or

   b) Failure to Comply with Project Schedule. If the Redeveloper or its successors in interest or assigns fail to proceed with the construction and implementation of the Project in accordance with the dates contained in the Project Schedule in a material respect or if the Redeveloper or its successors in interest or assigns willfully abandon or suspend construction activities associated with the Project for a period of thirty (30) consecutive days, unless such suspension arises out of an Uncontrollable Circumstance and any such abandonment or suspension shall not be cured, ended, or remedied within a reasonable period of time after the service on the Redeveloper of written notice of default by the City; or

   c) Failure to Pay Taxes. Except as otherwise provided herein, if the Redeveloper or its successors in interest or assigns knowingly fail to pay the City for any real property taxes within one hundred eighty (180) days of when such payment is due, or shall place thereon any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any

other unauthorized encumbrance or lien to attach and such real property taxes, encumbrance or lien shall not have been paid, or the encumbrance or lien removed or discharged within ninety (90) days after written demand by the City to do so; or

d) Unauthorized Transfers. If the Redeveloper or its successors in interest or assigns, in violation of this Agreement , fee title to any portion of the Project Premises and such violation shall not be cured within sixty (60) days after written demand by the City, unless the time to cure is extended in writing; or

e) Liquidation. If the Redeveloper or its successors in interest or assigns be liquidated, or file a voluntary petition in bankruptcy or for an arrangement pursuant to applicable bankruptcy laws or shall make an assignment for the benefit of creditors and same shall not be vacated or set aside or stayed within thirty (30) days from entry thereof; or

f) Foreclosure. If the Redeveloper or its successors in interest or assigns permit an entry of a judgment in foreclosure or the issuance of a Deed in Lieu of Foreclosure relating to any financing in connection with the Project; or

g) Failure to Perform Covenant or Condition. If the Redeveloper or its successors in interest or assigns fail to perform any covenant or condition contained in this Agreement and where such failure persists for a period of sixty (60) days following service of written notice from the City specifying the alleged failure, provided however, that if such failure cannot be reasonably remedied within the sixty (60) days following service of the City's written notice, it shall not be deemed to be an Event of Default as long as the Redeveloper or its successors in interest or assigns, as applicable, is proceeding with due diligence to remedy same.

2. City's Events of Default.

a) Amendment to Redevelopment Plan Rendering Project a Prohibited Use. If the Governing Body adopts any amendment(s) to the Redevelopment Plan that would render the Redeveloper's proposed Project a prohibited use or where such amendment(s) to the Redevelopment Plan would materially affect the marketability or feasibility of the Project; or

b) Failure to Cooperate. If the City fails to reasonably cooperate with the Redeveloper's efforts to complete and submit any necessary Governmental Application or if the City fails to reasonably cooperate with the Redeveloper's efforts to obtain any of the necessary Governmental Approval(s), provided that the Redeveloper is otherwise diligently pursuing said Governmental Approval(s); or

c) Failure to Issue Certificate of Completion. If the City knowingly and unreasonably fails to issue a Certificate of Completion for the Project; or

d) Failure to Serve Notice. If the City fails to serve upon the Redeveloper a written notice of deficiency(ies) within a reasonable time in response to its site plans, submitted by the Redeveloper or in connection with the issuance of a Certificate of Completion; or

e) Failure to Perform Covenant or Condition. If the City knowingly and unreasonably fails to perform any covenant or condition contained in this Agreement and where such failure persist for a period of sixty (60) days following the City's receipt of a written notice from the Redeveloper specifying the alleged failure and requesting that such failure be remedied, provided however, that if such failure of performance of the relevant covenant or condition cannot be reasonably remedied within the sixty (60) days following the City's receipt of the Redeveloper's written notice, it shall not be deemed to be an Event of Default as long as the City is proceeding with due diligence to remedy same.

Notwithstanding any provision to the contrary, it shall not be an Event of Default by

other unauthorized encumbrance or lien to attach and such real property taxes, encumbrance or lien shall not have been paid, or the encumbrance or lien removed or discharged within ninety (90) days after written demand by the City to do so; or

d) Unauthorized Transfers. If the Redeveloper or its successors in interest or assigns, in violation of this Agreement , fee title to any portion of the Project Premises and such violation shall not be cured within sixty (60) days after written demand by the City, unless the time to cure is extended in writing; or

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b) Failure to Cooperate. If the City fails to reasonably cooperate with the Redeveloper's efforts to complete and submit any necessary Governmental Application or if the City fails to reasonably cooperate with the Redeveloper's efforts to obtain any of the necessary Governmental Approval(s), provided that the Redeveloper is otherwise diligently pursuing said Governmental Approval(s); or

c) Failure to Issue Certificate of Completion. If the City knowingly and unreasonably fails to issue a Certificate of Completion for the Project; or

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e) Failure to Perform Covenant or Condition. If the City knowingly and unreasonably fails to perform any covenant or condition contained in this Agreement and where such failure persist for a period of sixty (60) days following the City's receipt of a written notice from the Redeveloper specifying the alleged failure and requesting that such failure be remedied, provided however, that if such failure of performance of the relevant covenant or condition cannot be reasonably remedied within the sixty (60) days following the City's receipt of the Redeveloper's written notice, it shall not be deemed to be an Event of Default as long as the City is proceeding with due diligence to remedy same.

Notwithstanding any provision to the contrary, it shall not be an Event of Default by

either of the Parties if a court of competent jurisdiction issues a ruling, the effect of which is to render invalid the implementation of this Agreement.

SECTION 12.2 Remedies Upon Event of Default. In an Event of Default by the Redeveloper, then the City may take whatever action, at law or in equity, it may deem desirable, including the pursuit of damages, or the City may institute such proceedings as may be necessary in its discretion to cure such Event of Default. Additionally, upon an Event of Default by the Redeveloper, the City shall have right to take one or more the following actions:

a) Cease, halt or withhold review or approval process of applications for any and all Governmental Approvals sought by the Redeveloper, including, but not limited to, building permits, Certificates of Occupancy and Certificate of Completion, sought by the Redeveloper;

b) Cease, halt, or withhold cooperation with the Redeveloper; or

c) Terminate this Agreement, in which case, the Redeveloper's designation as the exclusive Redeveloper of the Project Premises shall automatically terminate and become null and void.

SECTION 12.3 No Waiver of Rights and Remedies by Delay. Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive or limit the aggrieved Party's rights in any way. It is the intent of this provision that the Parties' rights under this Agreement shall not be unduly abridged by concepts of waiver, laches, or otherwise, so that the Parties may enforce their rights during the negotiation of any disputes that may arise as a result of the Event of Default.

SECTION 12.4 Rights and Remedies Cumulative. The rights and remedies of the Parties hereto, whether provided by law or by the terms of this Agreement, shall be cumulative, and the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other Event of Default or breach by the other Party.

SECTION 12.5 Failure or Delay. Except as otherwise expressly stated herein, any

failure or delay by either Party to assert any of its rights or remedies as to any Event of Default shall not operate as a waiver of any kind unless specifically stated in writing by the Party asserting the Event of Default.

ARTICLE XIII
TERMINATION RIGHTS OF THE CITY

SECTION 13.1 Termination Rights of the City. This Agreement shall terminate upon notice by the City to the Redeveloper, notwithstanding the occurrence of an Uncontrollable Circumstance and/or an Event of Default by Redeveloper if: (a) Within six (6) months of the dates set forth in the Project Schedule, Redeveloper fails to submit applications which are deemed complete by the applicable governmental agency for all Governmental Approvals required for the Project; or (b) notwithstanding the timely issuance of all required Governmental Approvals, Redeveloper fails to commence construction of the Project within six (6) months of the dates set forth in the Project Schedule.

ARTICLE XIV
NOTICES

All Notices permitted or required to be provided by the Redeveloper or the City shall be made in writing and shall be deemed duly provided (i) upon confirmation of facsimile; (ii) one (1) business day (excluding any federal or State legal holiday) following the date sent, if sent by overnight delivery; and (iii) three (3) business days following the date mailed, if mailed by registered or certified mail, return receipt requested and postage prepaid at the following addresses:

To the City of Hoboken:

Mayor Dawn Zimmer and
Members of the Council of the City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

with a copy to:

Brandy A. Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 420-2233

and

Mellissa Longo, Esq.
Corporation Counsel of the City of Hoboken
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
(201) 420-2058

and

Joseph J. Maraziti, Jr., Esq.
Maraziti Falcon, LLP
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078
(973) 912-6819

To the Redeveloper:

Frank Pasquale
Frank Pasquale Limited Partnership
807 Four Seasons Drive
Wayne, New Jersey 07470

with a copy to:

James J. Burke, Esq.
James J. Burke & Associates, LLC
235 Hudson Street
Hoboken, NJ 07030

ARTICLE XV
MISCELLANEOUS

SECTION 15.1 Non-Liability of Officials and Employees of the City. No member, official, employee or consultant of the City's shall be personally liable to the Redeveloper, or any successor in interest, in an Event of Default or breach by the City, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Agreement.

SECTION 15.2 Non-Liability of Officials and Employees of the Redeveloper. No member, officer, shareholder, director, partner, employee or consultant of the Redeveloper shall be personally liable to the City, or any successor in interest, in an Event of Default or breach by

the Redeveloper or for any amount which may become due to the City, or its successor, on any obligation under the terms of this Agreement.

SECTION 15.3 Binding Effect. This Agreement is binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Parties hereto subject to the provisions herein.

SECTION 15.4 Exhibits. All Exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

SECTION 15.5 Time of the Essence. Redeveloper acknowledges and agrees that adherence to the Project Schedule is of the essence to this Agreement.

SECTION 15.6 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 15.7 Captions. The captions appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this Agreement.

SECTION 15.8 Severability. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 15.9 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

SECTION 15.10 Governing Law. The Parties acknowledge and agree that the laws of the State of New Jersey shall govern and control the validity, interpretation, performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the day and year above written.

FRANK PASQUALE LIMITED PARTNERSHIP

Attest:

By: Frank F. Pasquale

Frank Pasquale

CITY OF HOBOKEN

Attest:

City Clerk

By:

Dawn Zimmer
Mayor, City of Hoboken

STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON

I CERTIFY that on September 2, 2014, Frank Pasquale personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, is the General Partner of Frank Pasquale 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.

Frank Pasquale, ~~Secretary~~ Partner

Signed and sworn to before me
on September 2, 2014.

KATIE COVERT
COMM. EXP.
NOTARY
PUBLIC
JUNE 28, 2017
NEW JERSEY

Notary Public

STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON

I CERTIFY that on SEPT. 16, 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 execution 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 Sept. 16, 2014.

Notary Public

132023

ANNETTE CHAPARRO
Notary Public of New Jersey
I.D. # 2330215
Commission Expires 06/13/2015

EXHIBIT A

Second Amended and Restated Pre-Submission Form

RECEIVED
APR 7 2014
BY HOBOKEN PLANNING BOARD

CITY OF HOBOKEN

PRE-SUBMISSION FORM

REQUEST FOR DESIGNATION AS REDEVELOPER

All Applicants to the City must complete the following form in its entirety and submit one (1) original and four (4) copies and one (1) electronic copy via cd-rom 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% 1st 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 11th Street
Hoboken, NJ 07030
Tel: 973-590-7478
Fax: 201-683-8588
fapasquale@gmail.com

James Burke, Esq.
235 Hudson Street
Hoboken, New Jersey 07030
Tel: 201-610-0800
Fax: 201-610-1170
Jim@attorneyburke.com

Nastasi Architects
321 Newark Street
Hoboken, New Jersey 07030
Tel: 201-653-2577
Fax: 201-653-2642
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

Ann Marie Pelletier
Tel: 201-710-5499
Cell: 201-966-9456
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

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 has 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.

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 ad 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. Hi 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 se Tom's Company bio attached.

CHARTIER
SUSTAINABILITY GROUP

70 Monroe Street, #1
Hoboken, NJ 07030
Ph: (201) 420-1237
Fax: (201) 883-4447
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.

275 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, 360,000 square foot structure consists of cast-in-place reinforced concrete with a masonry façade, 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)

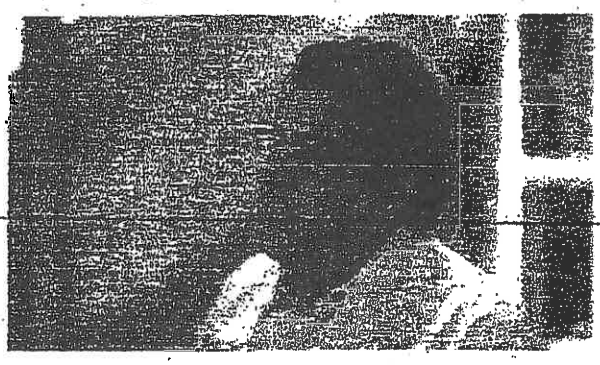
Thomas Chartier acted as Project Manager for the new construction of the 36 story, 460,000 square foot project, consisting of 250 condominiums is expected to attain a LEED-Platinum rating by the USGBC. In addition to the residential portion, the building also contains ground level retail spaces, an indoor 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 though the New Jersey Economic Development Authority and the Governor's Office. We are also considering a request to have a film documentary produced high lighting the Design, Development and Construction of this site for later use and release.

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

William J. Loffredo, CPA
Operating Manager

WJL/jh

150 River Road, Ste. O1A, Montville, New Jersey 07045 • (973) 331-0800 • Fax (973) 331-0831
email: bill@loffredoassociates.com
Members of the American Institute and New Jersey Society of Certified Public Accountants
www.loffredoassociates.com

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

	FOR INSURANCE COMPANY USE
A1. Building Owner's Name FRANK PASQUALE	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1024 ADAMS STREET	Company NAIC Number:
City HOBOKEN State NJ ZIP Code 07030	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
BLOCK 108 LOT 16

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

A5. Latitude/Longitude: Lat. 40°45'47"N Long. 074°01'53"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 in
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 in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
HOBOKEN 340222	HUDSON	NJ

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)
3401700043	D		09/18/2009	AE	9.0'

B10. Indicate the source of the Base Flood Elevation (BFE) zone 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 Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: _____ ☐ CBRS ☐ 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 A1–A30, 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: "1942 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)	8.42	☒ feet	☐ meters
b) Top of the next higher floor	8.18	☒ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____	☐ feet	☐ meters
d) Attached garage (top of slab)	_____	☐ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____	☐ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	5.14	☒ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	5.25	☒ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____	☐ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret 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

PLACE SEAL HERE

Certifier's Name JOSEPH T. CAULFIELD License Number 37579

Title PROF. LAND SURVEYOR Company Name CAULFIELD ASSOC. LLC

Address 122 BROADWAY STREET City HOBOKEN State NJ ZIP Code 07030

Signature Date 02/25/2013 Telephone 201 792-0445

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:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments: SEE ATTACHED NOTES

Signature Date 02/06/2013

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 6–9 with permanent flood openings provided in Section A, Items 8 and/or 9 (see pages 8–9 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 item(s) and sign below. Check the measurement used in items G8–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 Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including 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

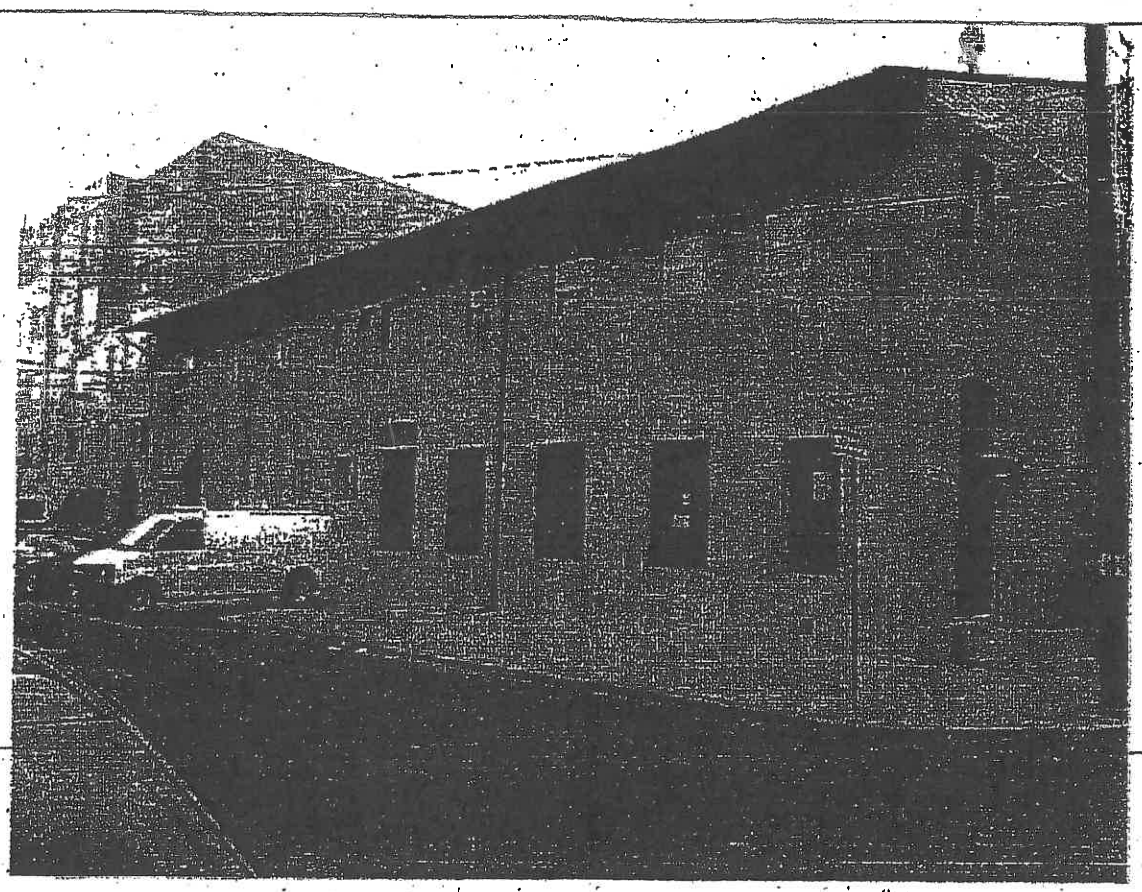
☐ Check here if attachments.

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 HOBOKEN State NJ ZIP Code 07030	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 A8. 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.

Building Street Address (including Apt., Unit, Suite, and/or Bldg. Ring or P.O. Route and Box No. 1024 ADAMS STREET	FOR INSURANCE COMPANY USE 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 A8.

NORTHERLY FACE OF BUILDING ALONG 11TH ST.

SECTION D (continue)

The site is occupied by a two story brick and stucco building. The building occupies the entire lot. Grade elevations where taken along Adams and 11th 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: Verticon

CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

132 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 792-0445
FAX: (201) 792-7714

www.surveyorn).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.

D. CORPORATE/PARTNERSHIP DISCLOSURE

State of New Jersey :
County of Hudson : SS:

(Name of Applicant)
being duly sworn according to law upon (his, her, their) oath, depose and say

I, an authorized representative of

which is a corporation, or partnership, applying to the Planning Board/Zoning Board of Adjustment of HOBOKEN do hereby disclose, pursuant to the requirements of N.J.S.A. 40:55D-48.1, the name and address of all stockholders or individual partners owning at least 10% of the stock of the corporation, or at least 10% of the interest in the partnership, which are hereby listed as follows:

APPLICANT IS:

____ Corporation __X__ Partnership ____ Joint Venture ____ LLC

Full Name of Individual (Stockholder/Partner)	Address of Individual (Stockholder/Partner)	Shares Owned
1. Frank F. Pasquale, Sr.	807 Four Seasons Dr., Wayne, NJ 07470	47%
2. Carla M. Pasquale	2 Rockledge Terr., Wayne, NJ 07470	30%
3. James J. Pasquale	42 Kings Ridge Rd., Warwick, NY 10990	16%
4. Frank A. Pasquale	1024 Adams St., Hoboken, NJ 07030	6%
5.		
6.		
7.		
8.		

Number of Minority (less than 10%) Owners not listed __1__

If any of the above owners is a corporation or partnership, the applicant is required to disclose the name and address of each individual holding a 10% interest, or greater, in the named corporation or partnership, which shall be divulged in the same format as the above, pursuant to N.J.S.A. 40:55D-48.2.

Frank F. Pasquale

Frank Pasquale Applicant to sign

References:

William Lofredo, CPA
Towaco, NJ.

Honorable Michael Hubner
Morris County Superior Court

Robert Foley, Esq.
Bridgewater, NJ

SCHEDULE B

LÓRIEN LOFTS

461 11th Street, Hoboken, NJ

The Lórien Lofts is an innovative 21st 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. <u>LEED Platinum</u>: awarded for Pre-Construction Planning and Material Procurement.
B. <u>Passive House Certification</u>: 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_2 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 powers 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

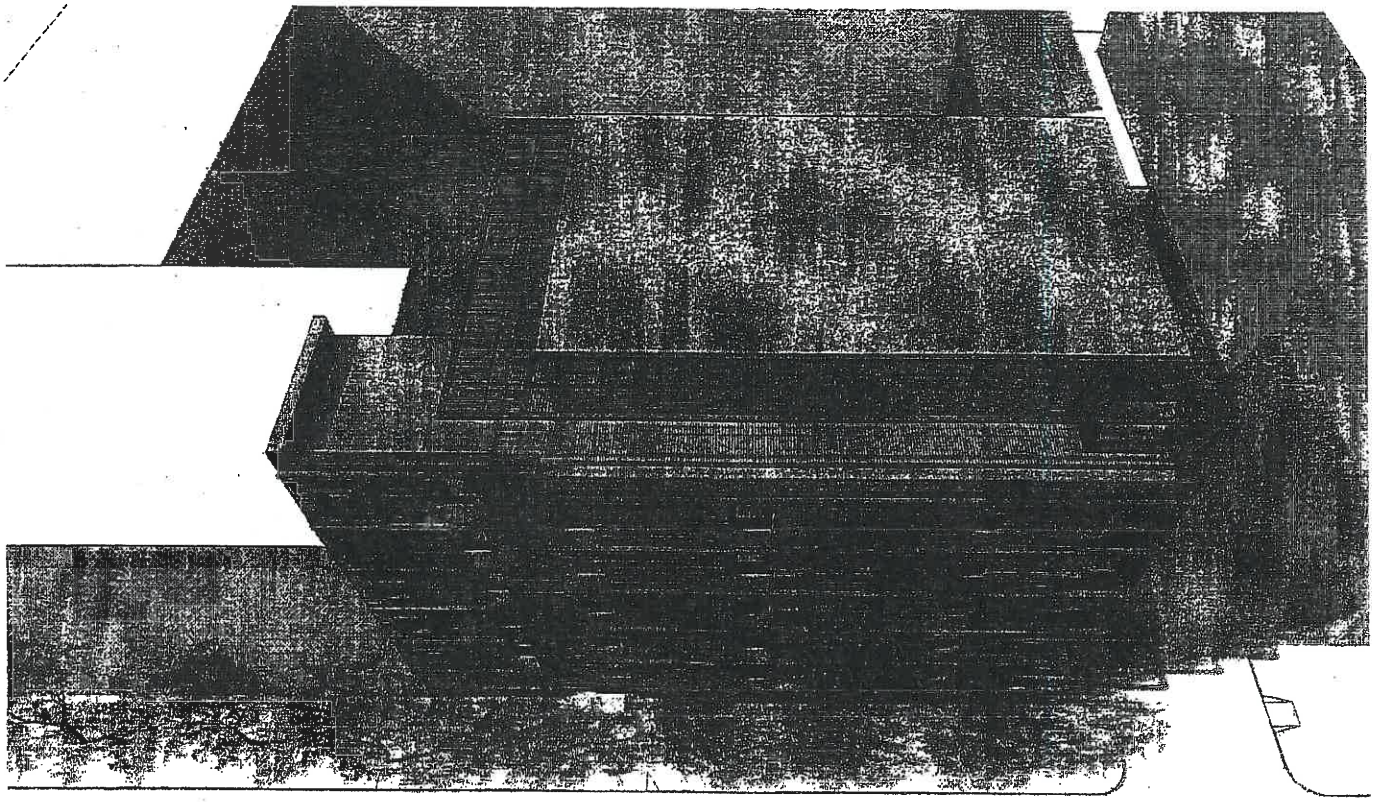
Radiant heat is more efficient than baseboard heating and usually more efficient than forced-air heating because it eliminates duct losses. People with allergies often prefer radiant heat because it doesn't distribute allergens like forced air systems can. A hydronic system such as contemplated by team 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.

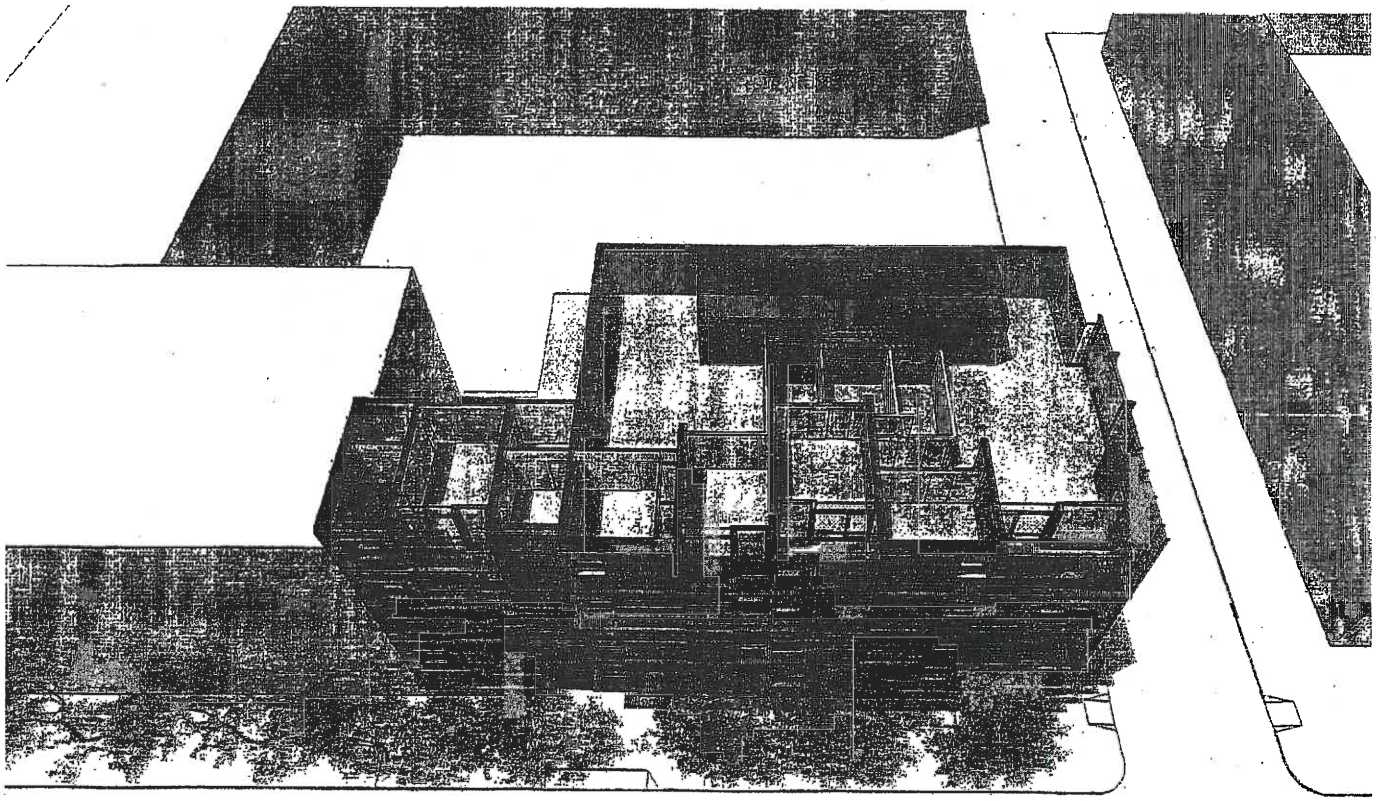
- SMART HOMES

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

nastasi
architects



5th FLOOR PLAN

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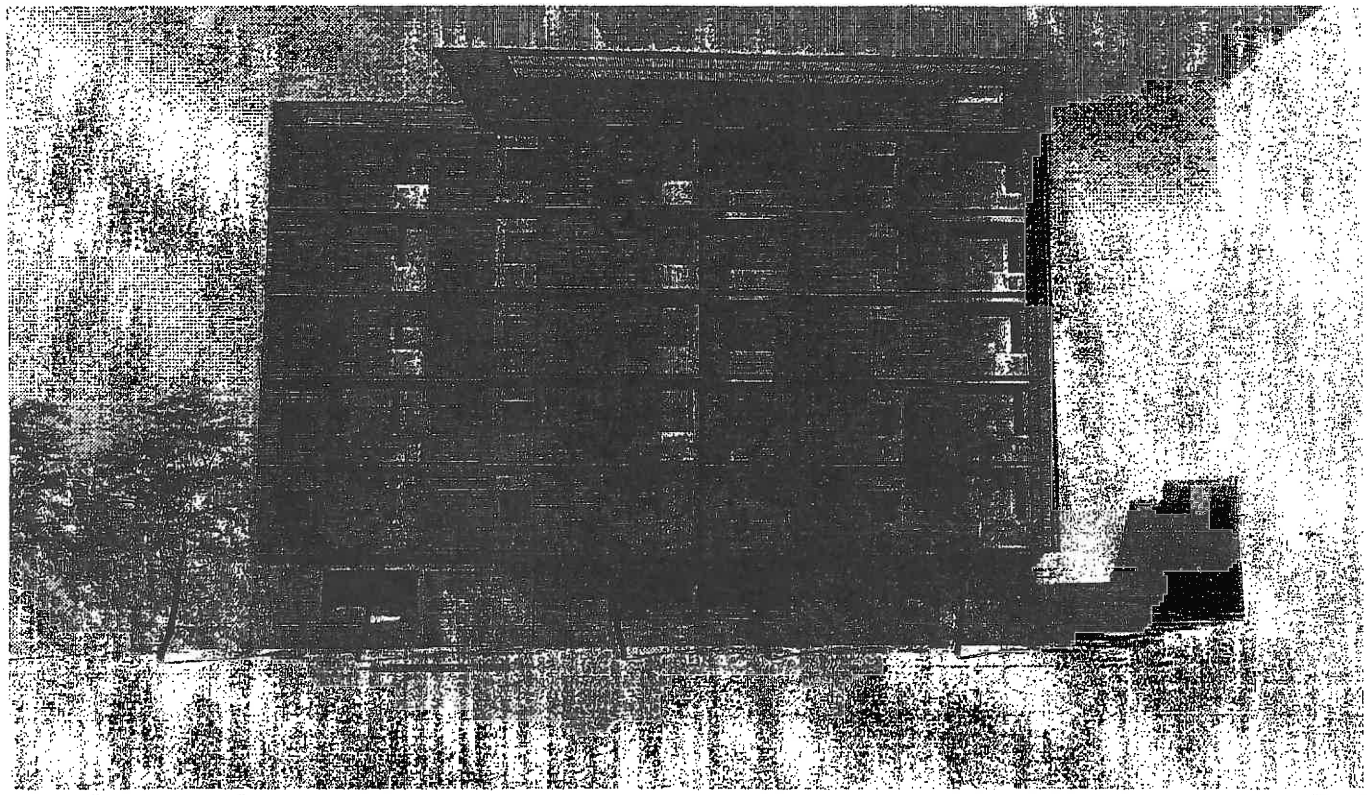
architects



EAST ELEVATION - DAY

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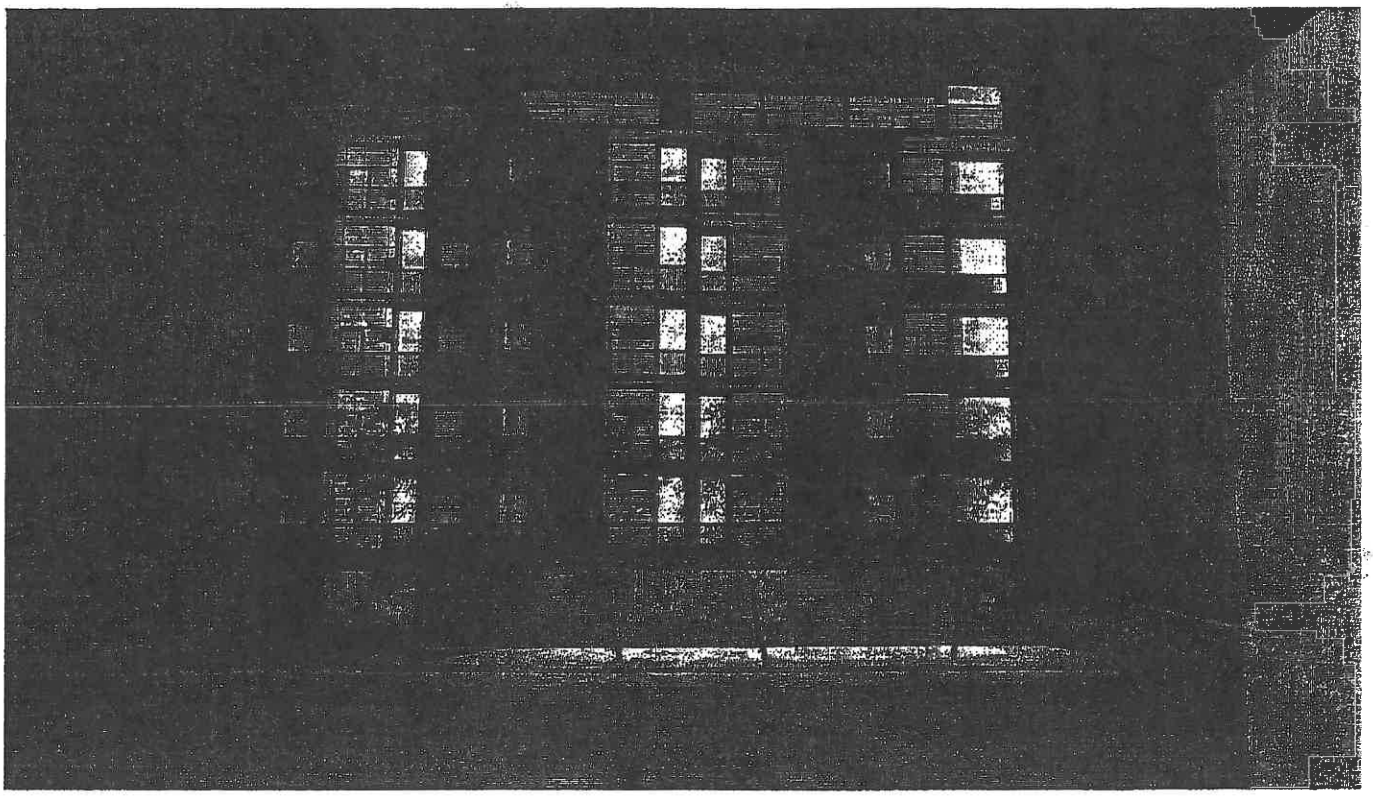
architects



EAST ELEVATION - NIGHT

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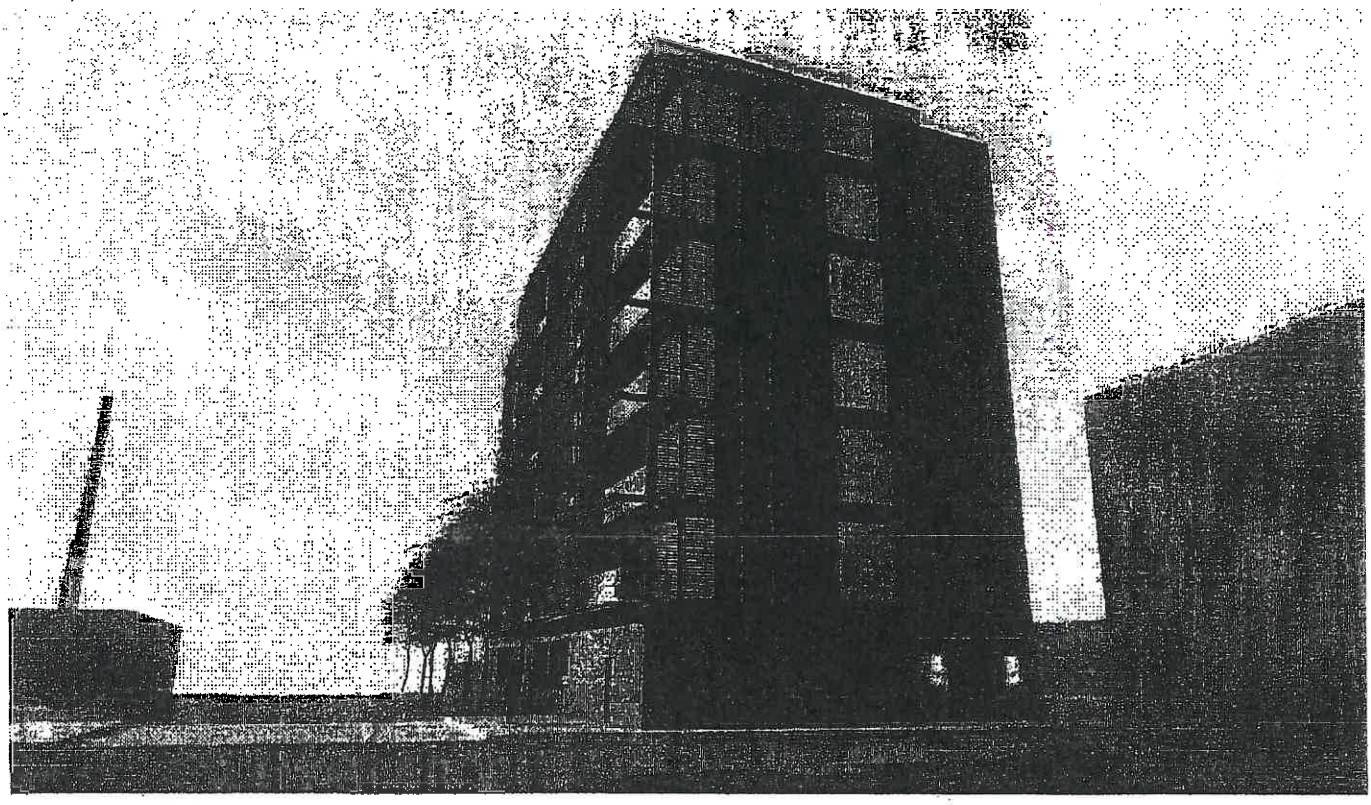
architects



NORTH ELEVATION - DAY

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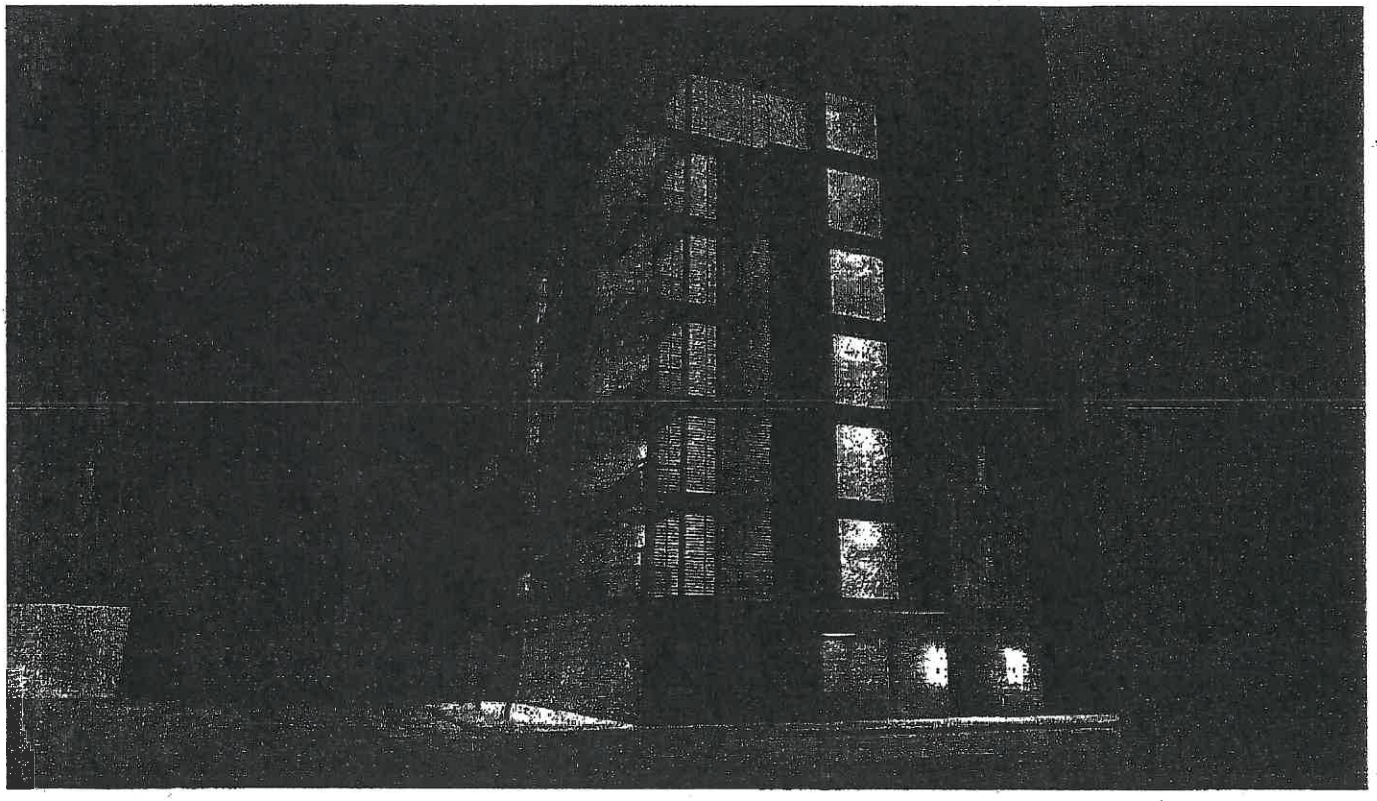
architects



NORTH ELEVATION - NIGHT

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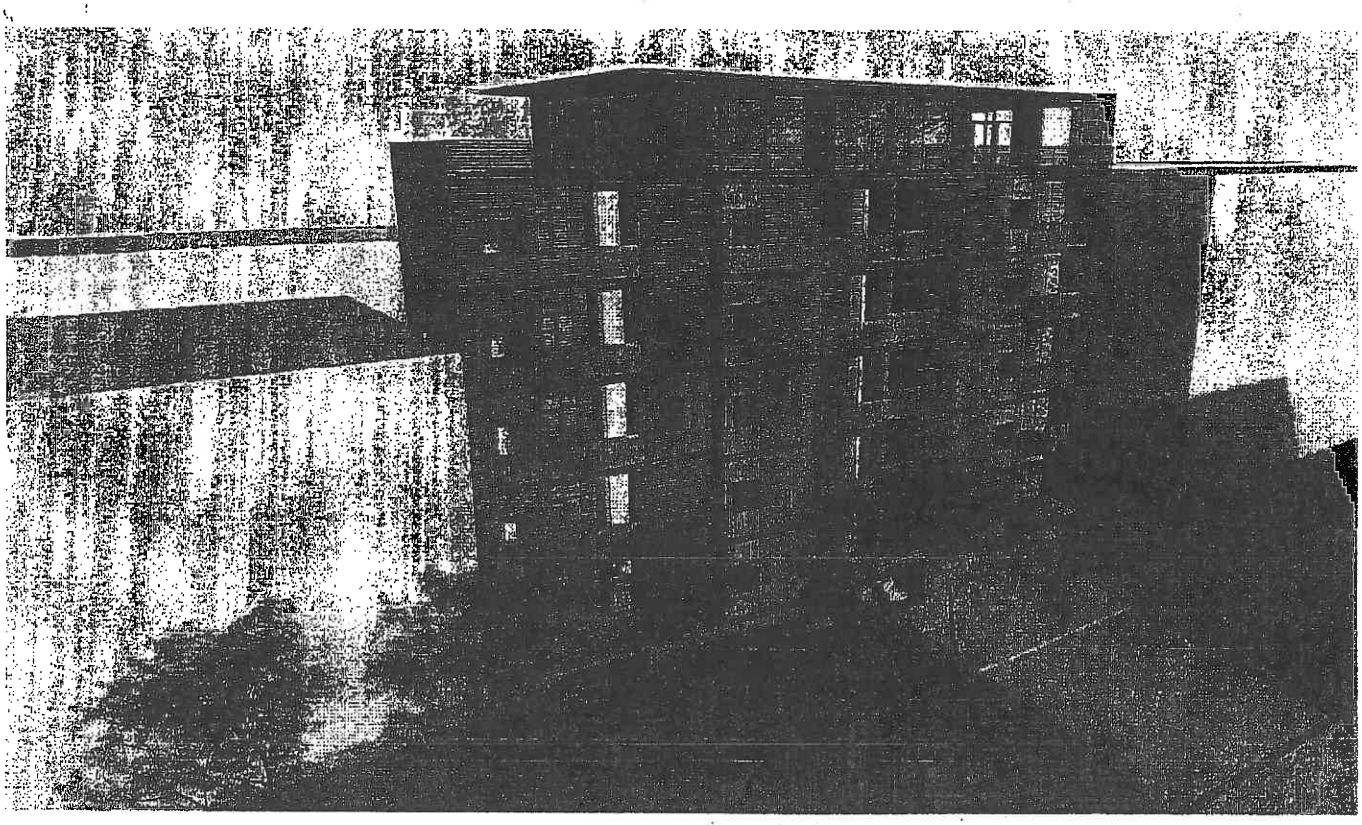
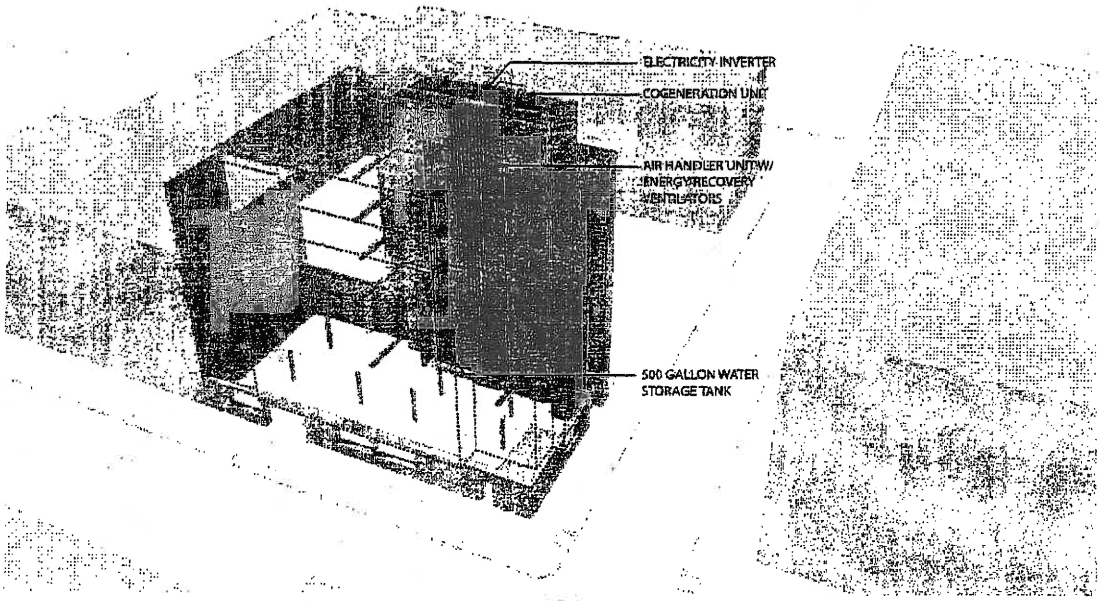
architects



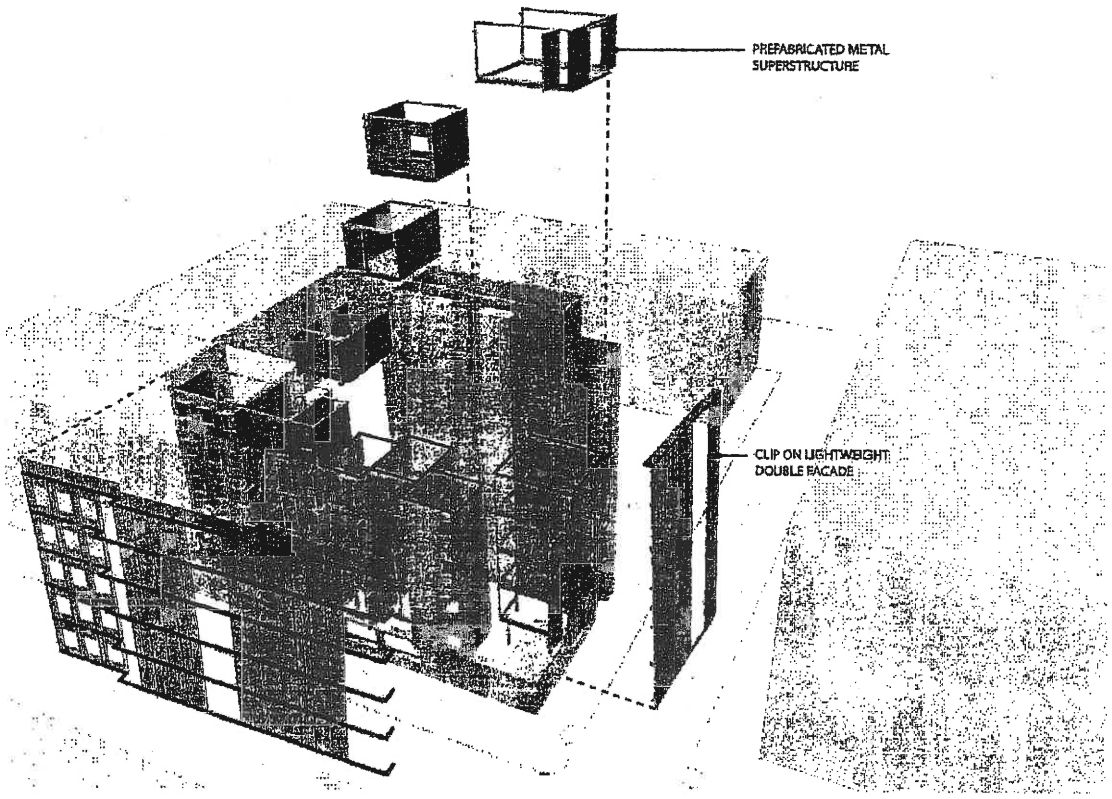
SOUTH ELEVATION - DAY

nastasi architects



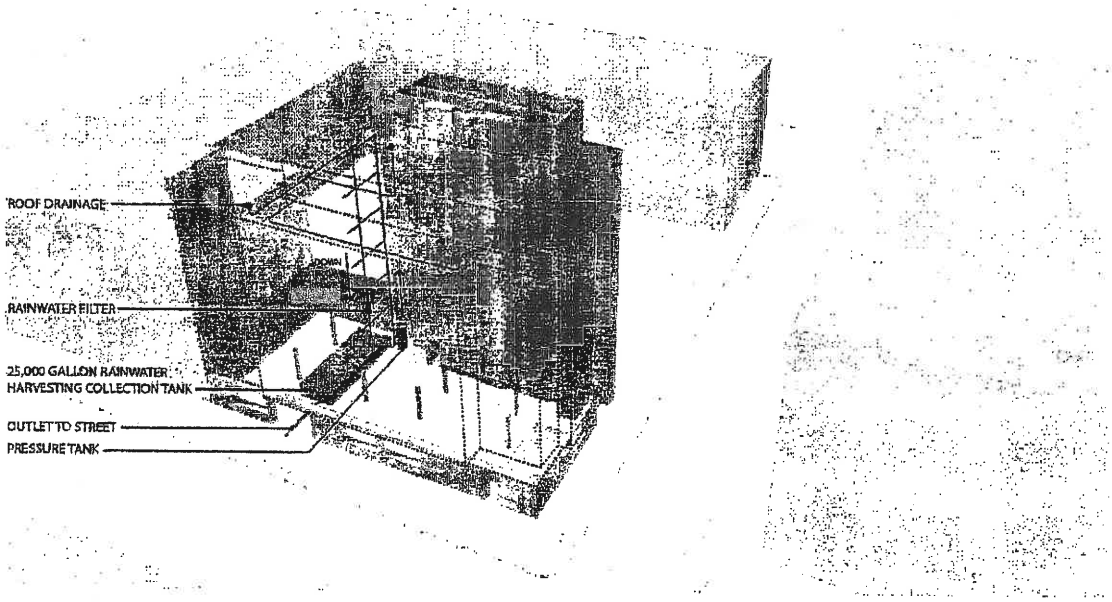
AIR DISTRIBUTION AND ELECTRICITY GENERATION

nastasi architects



PREFABRICATED LIGHTWEIGHT METAL FRAMING & CLIP ON SOLAR SHADING

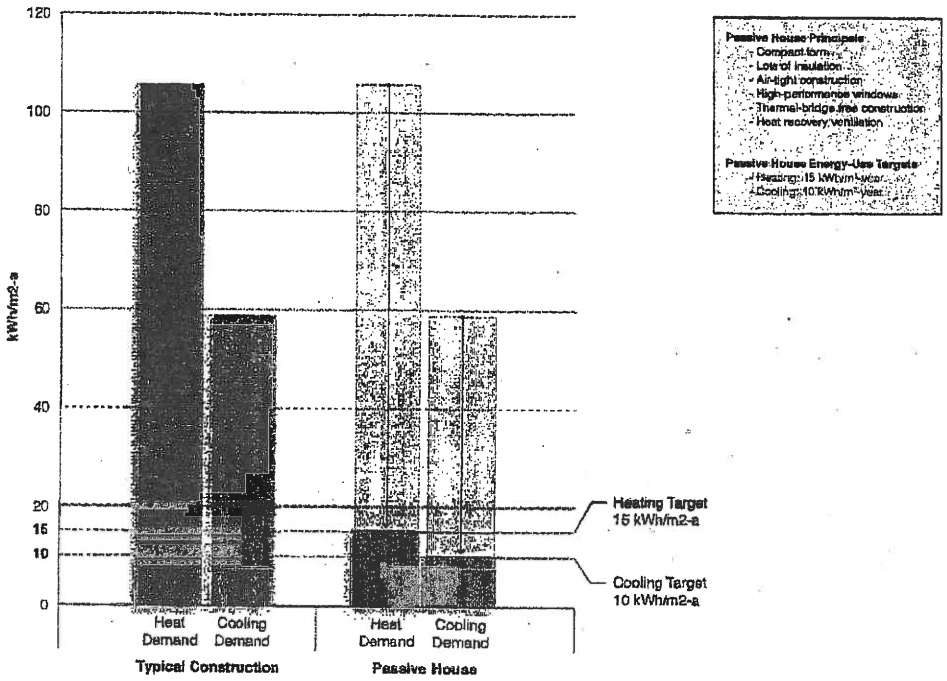
nastasi architects



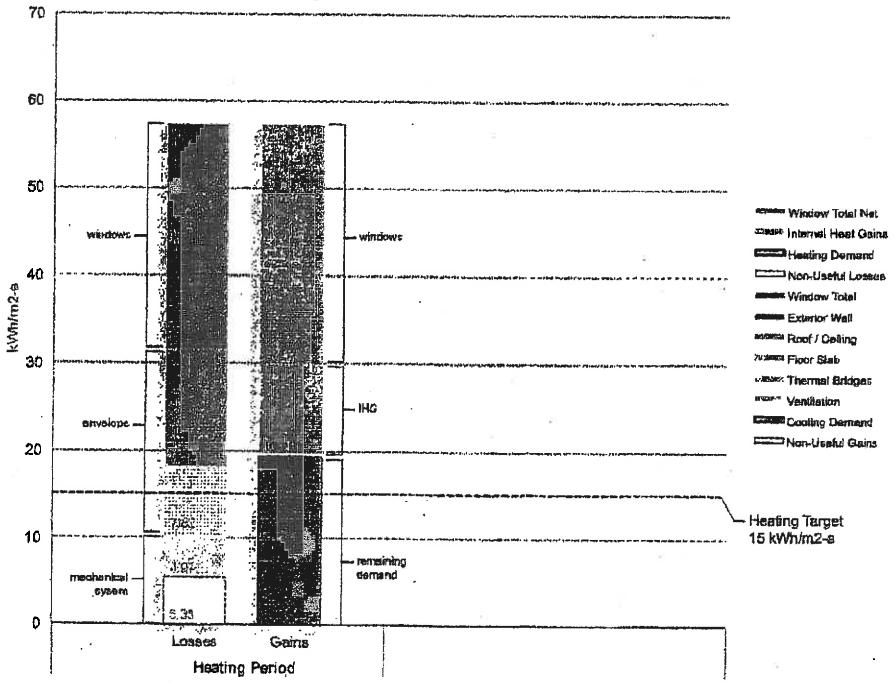
WATER COLLECTION & DISTRIBUTION

nastasi architects

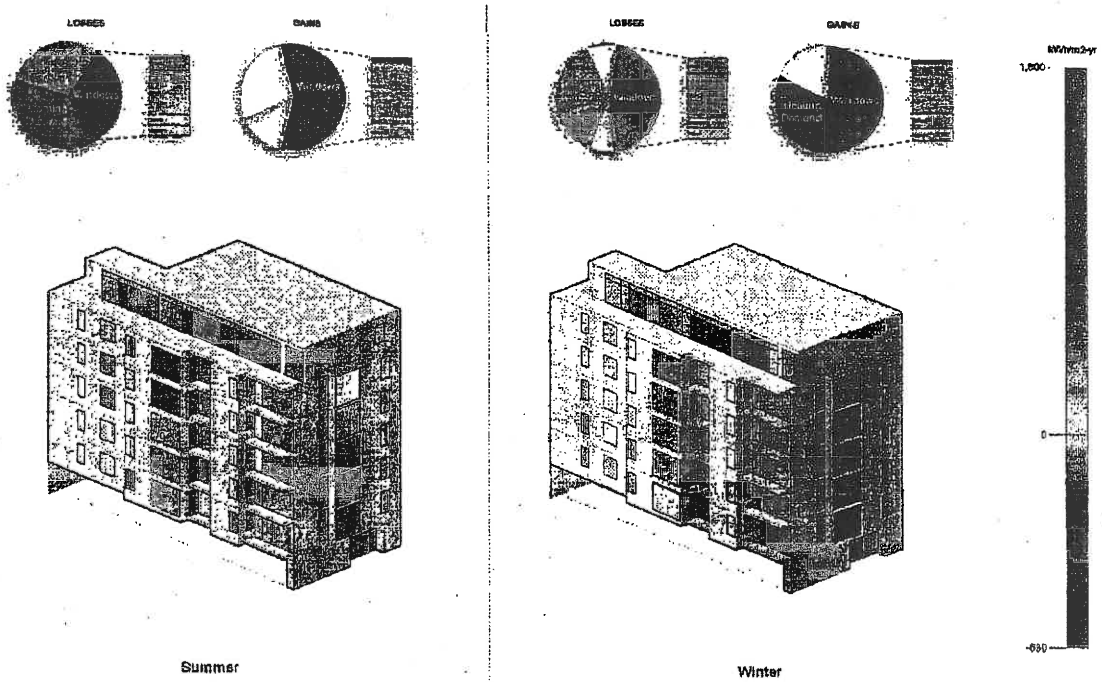
PASSIVE HOUSE TARGETS



EXISTING DEMAND HEATING AND COOLING SUPPLY

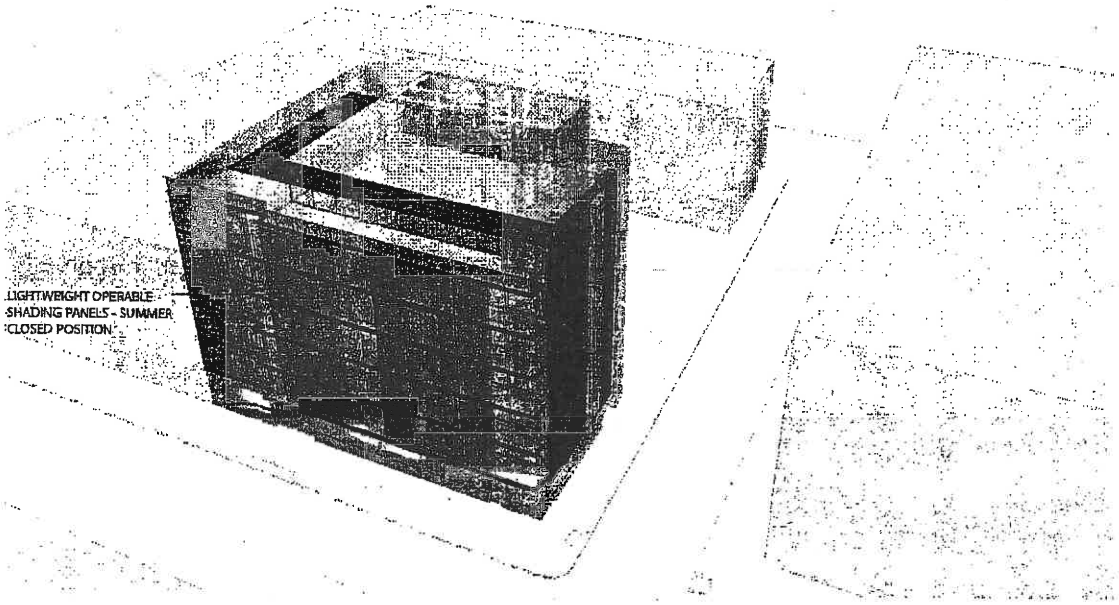


EXISTING DESIGN ENERGY BALANCE BY WINDOW



Summer

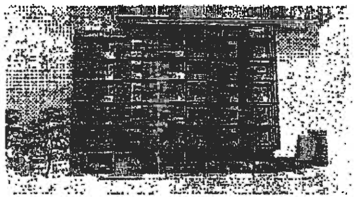
Winter



PERFORMATIVE DOUBLE FACADE - SUMMER

461 11th Street Lofts

461 11th STREET, HOBOKEN, NJ



GENERAL NOTES

SEWER CALCULATIONS

RECYCLING CALCULATIONS

IBIS COMPLIANCE STATEMENT

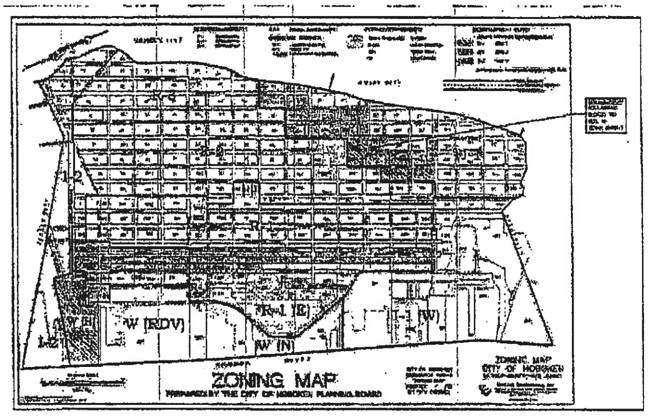
PROJECT INFORMATION

DRAWING LIST

SITE PLAN DATA

NWRZ ZONE 1: Sub-Area 1			
[illegible]	[illegible]	[illegible]	[illegible]

ZONING DATA

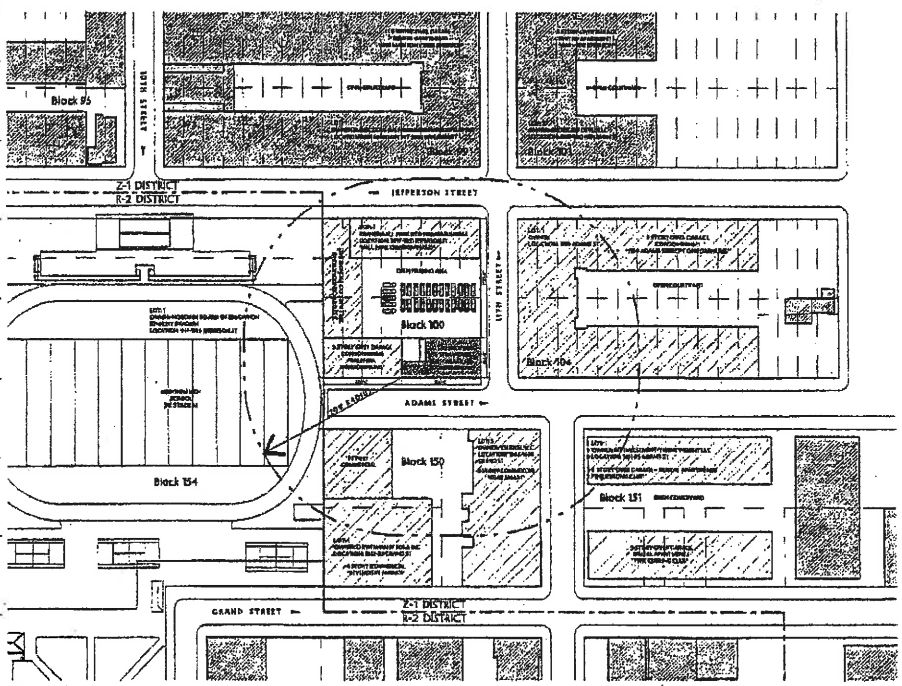


ZONING MAP

11th Street Lofts

Zoning & Location Map
Property Survey
Project Information
Zoning Data

Z1



SITE MAP

OWNER AND ADDRESS REPORT

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

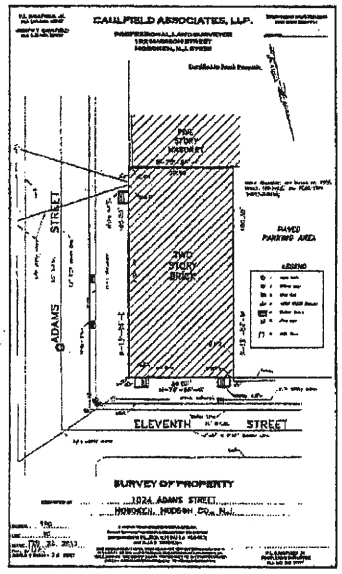
OWNER AND ADDRESS REPORT

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

11th Street Lofts

Site Map
200' Property Owner List

Z2

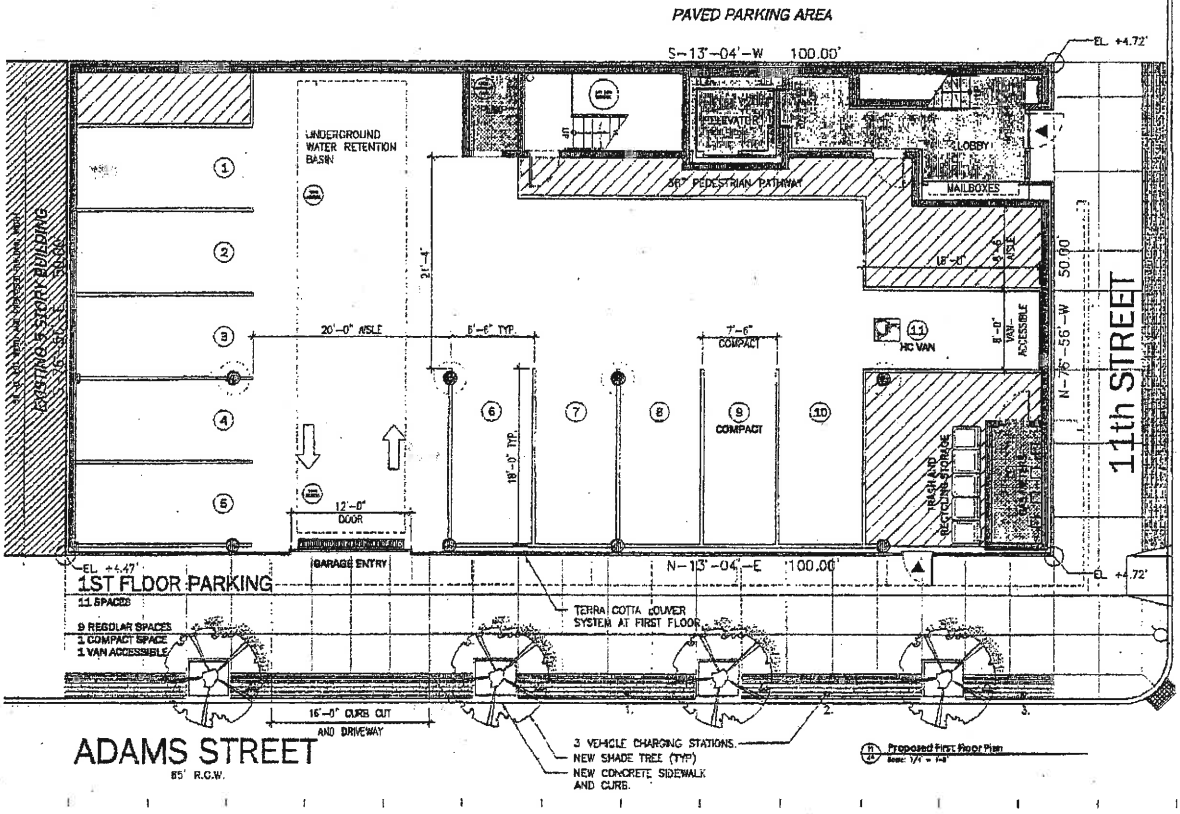


EXISTING SITE SURVEY
SCALE AS NOTED

11th Street Lofts

Site Map
Zoning Info
Owner Address Report

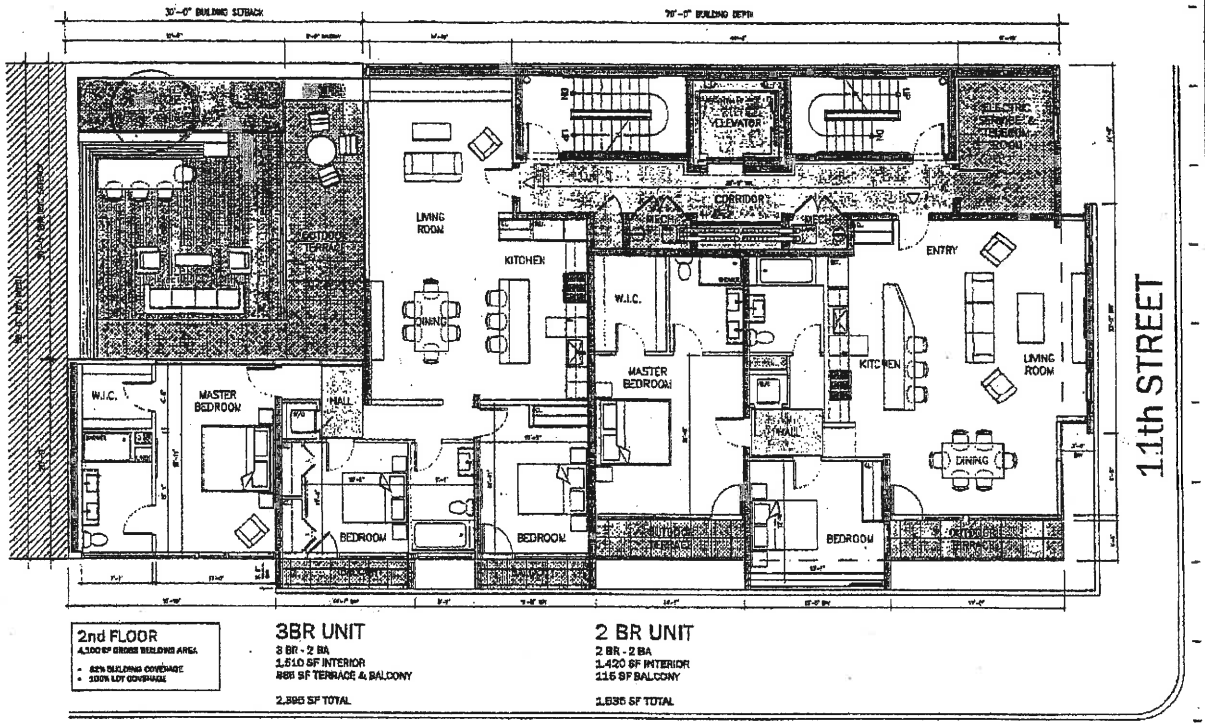
Z3



11th Street Lofts

Proposed Floor Plans:
First Floor Plan

Z4



2nd FLOOR
4,100 SF GROSS BUILDING AREA
- 82% BUILDING COVERAGE
- 100% LOT COVERAGE

3BR UNIT
3 BR - 2 BA
1,510 SF INTERIOR
885 SF TERRACE & BALCONY
2,395 SF TOTAL

2 BR UNIT
2 BR - 2 BA
1,420 SF INTERIOR
116 SF BALCONY
1,536 SF TOTAL

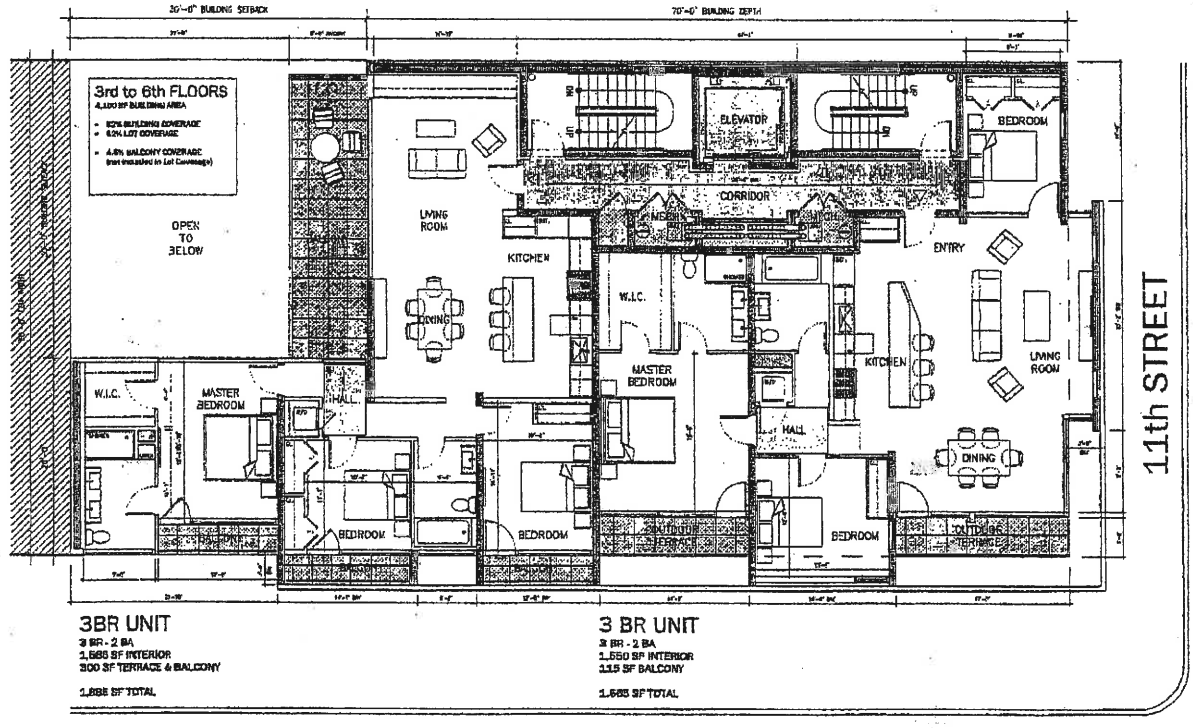
ADAMS STREET

Proposed Second Floor Plan
Scale: 1/4" = 1'-0"

11th Street Lofts

Proposed Floor Plans:
Second Floor Plan

Z5



3BR UNIT
3 BR - 2 BA
1,585 SF INTERIOR
300 SF TERRACE & BALCONY
1,885 SF TOTAL

3 BR UNIT
3 BR - 2 BA
1,550 SF INTERIOR
115 SF BALCONY
1,665 SF TOTAL

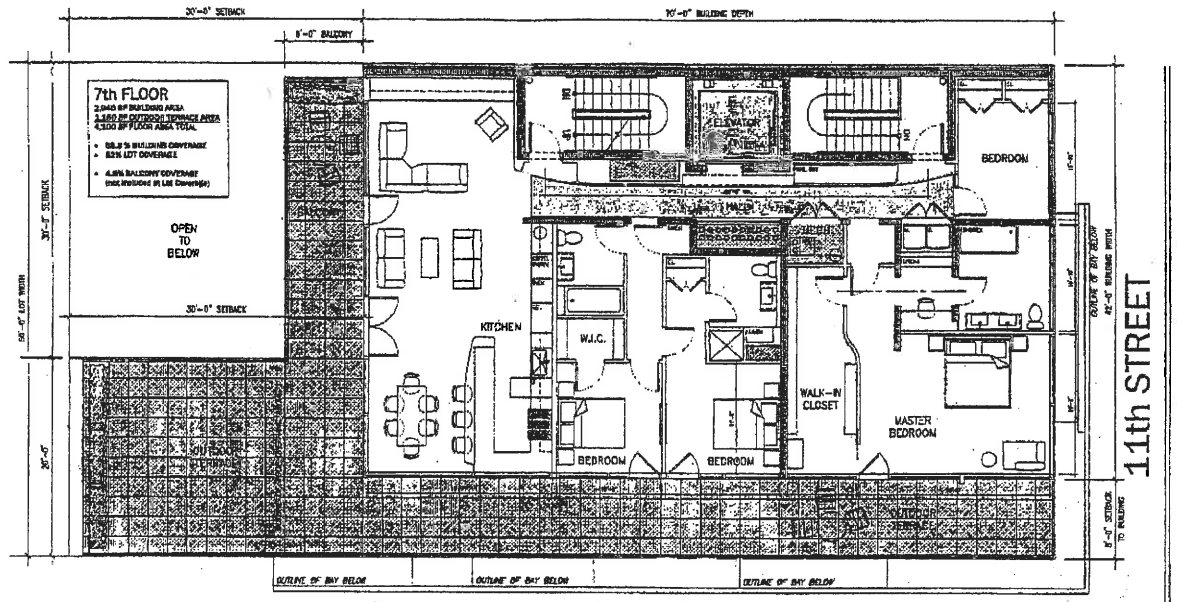
ADAMS STREET

Proposed 3rd through 6th Floor Plans
Scale: 1/4" = 1'-0"

11th Street Lofts

Proposed Floor Plans:
3rd through 6th Floors

Z6



4BR PH UNIT
4 BR - 3 BA
2,420 SF INTERIOR
1,360 SF TERRACE

3,780 SF TOTAL

ADAMS STREET

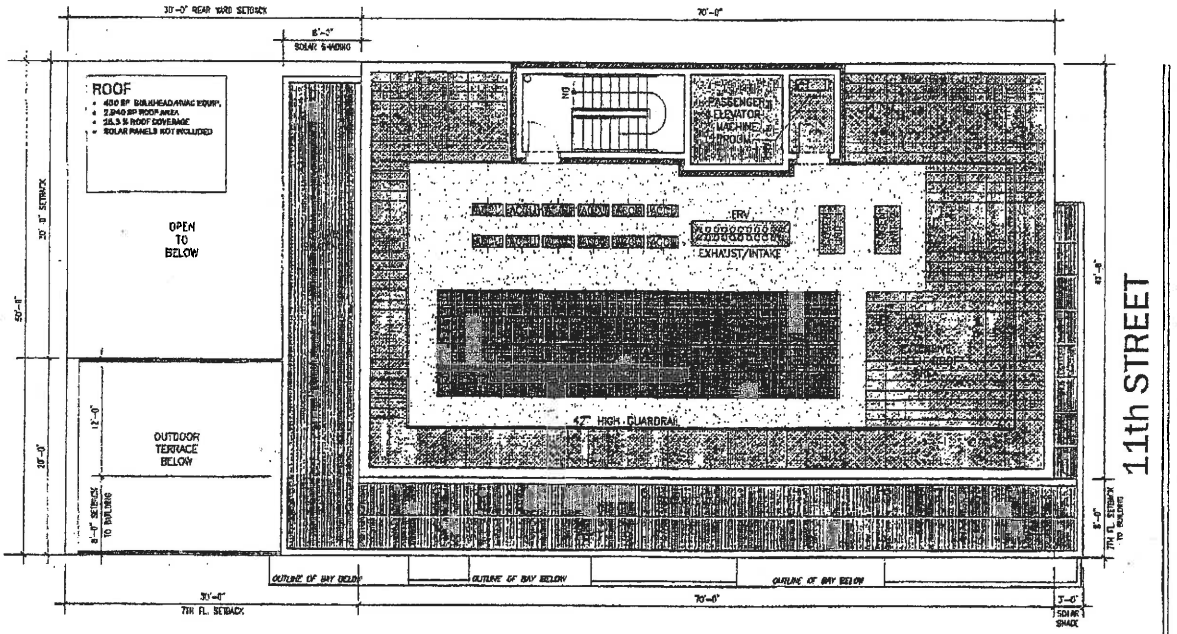
Proposed 7th Floor Plan
Scale: 1/4" = 1'-0"

REVISIONS

11th Street Lofts

Proposed Floor Plans:
7th Floor Plan

Z7



ADAMS STREET

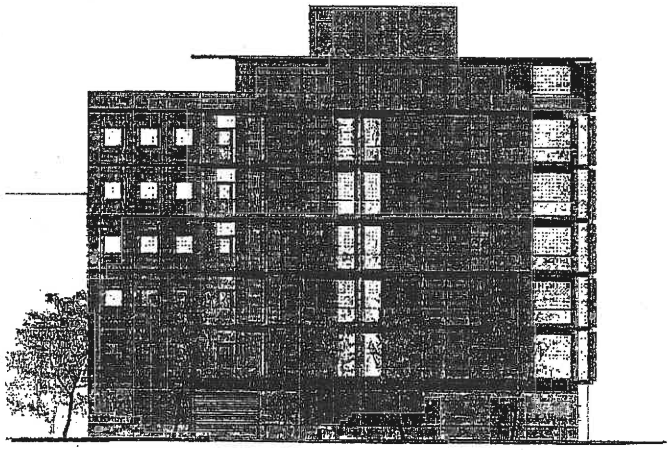
Proposed Roof Plan
Scale: 1/4" = 1'-0"

REVISIONS

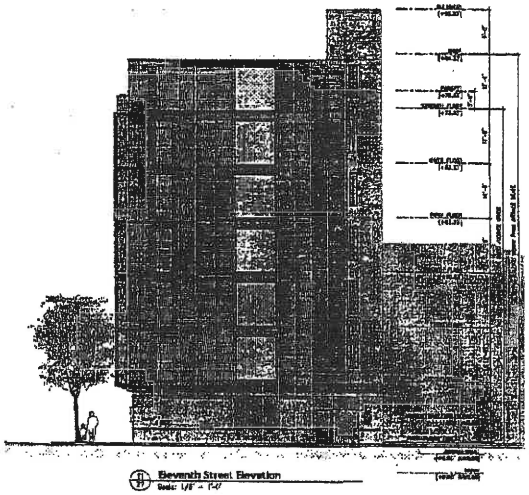
11th Street Lofts

Proposed Roof Plan

Z8



Adams Street Elevation
Scale: 1/8" = 1'-0"



Eleventh Street Elevation
Scale: 1/8" = 1'-0"

REVISIONS

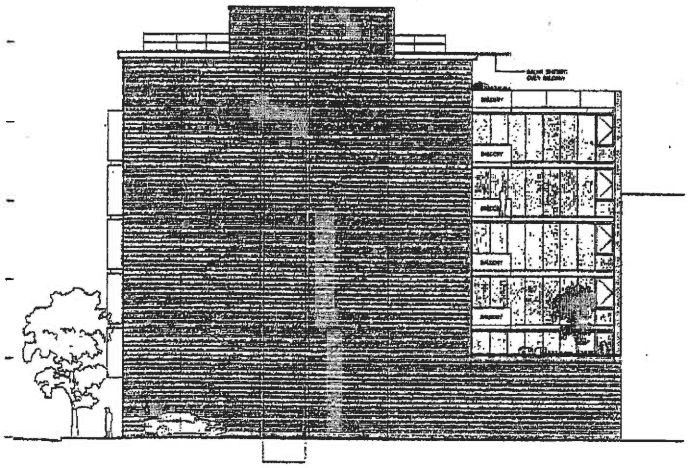
No.	Description	Date
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]

11th Street Lofts

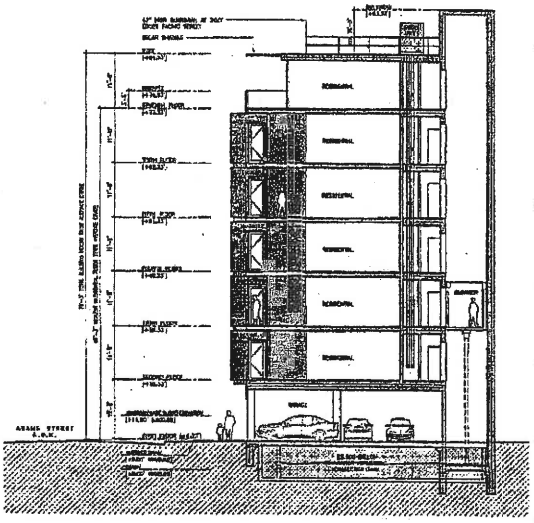
461 11th Street
Hoboken, New Jersey 07030
Block 100 • Lot 19

Building Elevations

Z9



West Parking Area Elevation
Scale: 1/8" = 1'-0"



Building Section
Scale: 1/8" = 1'-0"

REVISIONS

No.	Description	Date
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 • Lot 19

West Elevation
Building Section

Z10

EXHIBIT B

Interim Cost and Conditional Designation Agreement

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: 5-20-14 _____ By: _____
Dawn Zimmer
Mayor, City of Hoboken

114071-3

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

James J Kenney, AW
Attorney at Law
of New Jersey

Signed and sworn to before me

on _____, 2014.

_____
Notary Public

114071-3

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 May 20, 2014.

JERRY LORE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/10/2015

_____
Notary Public

114071-3

SCHEDULE A

James J. Burke, Esq.*
E-Mail: jim@attorneyburke.com

James P. Sweeney, Esq.*^
Of Counsel
E-Mail: 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

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
BY HOBOKEN PLANNING BOARD

CITY OF HOBOKEN

PRE-SUBMISSION FORM

REQUEST FOR DESIGNATION AS REDEVELOPER

All Applicants to the City must complete the following form in its entirety and submit one (1) original and four (4) copies and one (1) electronic copy via cd-rom 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: fanasquale@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% 1st 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 11th Street
Hoboken, NJ 07030
Tel: 973-590-7478
Fax: 201-683-8588
fapasquale@gmail.com

James Burke, Esq.
235 Hudson Street
Hoboken, New Jersey 07030
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Fax: 201-610-1170
Jim@attorneyburke.com

Nastasi Architects
321 Newark Street
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Fax: 201-653-2642
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Ann Marie Pelletier
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Tom Chartier
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70 Monroe Street
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Fax: 201-683-4447
Cell: 201-294-4244
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 has 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.

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 ad 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. Hi 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 se 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

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.

275 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 façade, 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 Visioneire (70 Little West Street, New York, NY)

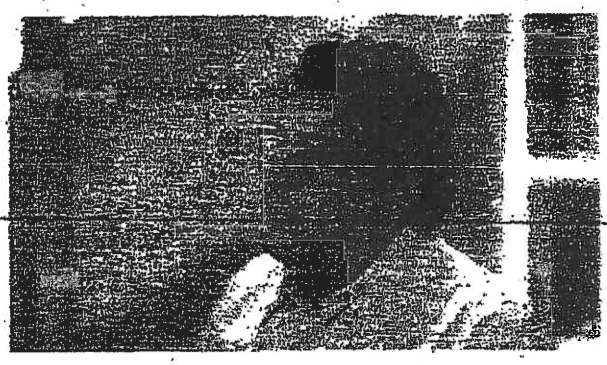
Thomas Chartier acted as Project Manager for the new construction of the 35 story, 460,000 square foot project, consisting of 250 condominiums is expected to attain a LEED-Platinum rating by the USGBC. In addition to the residential portion, the building also contains ground level retail spaces, an indoor 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 though the New Jersey Economic Development Authority and the Governor's Office. We are also considering a request to have a film documentary produced high lighting the Design, Development and Construction of this site for later use and release.

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

William J. Loffredo, CPA
Operating Manager

WJL/jh

150 River Road, Ste. O1A, Montville, New Jersey 07045 • (973) 331-0800 • Fax (973) 331-0831
email: bill@loffredoassociates.com
Members of the American Institute and New Jersey Society of Certified Public Accountants
www.loffredoassociates.com

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1–8.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE
Policy Number:
Company NAIC Number:

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.
102M 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

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

A5. Latitude/Longitude: Lat. 40°45'47"N Long. 074°01'53"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 in
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 in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
HOBOKEN 340222	HUDSON	NJ

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth)
34017C0043	D		09/18/2009	AE	9.0'

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 Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: _____ ☐ CBRS ☐ 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 A1–A30, 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: "1946 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)	8.42	☒ feet	☐ meters
b) Top of the next higher floor	9.18	☒ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____	☐ feet	☐ meters
d) Attached garage (top of slab)	_____	☐ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____	☐ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	8.34	☒ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	8.25	☒ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____	☐ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret 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 37578
Title PROF. LAND SURVEYOR Company Name CAULFIELD ASSOC. LLP
Address 122 MARYLAND STREET City HOBOKEN State NJ ZIP Code 07030
Signature Date 02/25/2013 Telephone 201 792-0445

PLACE SEAL HERE

FEMA Form 086-0-33 (7/12) See reverse side for continuation. Replaces all previous editions.

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:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments: SEE ATTACHED NOTES

Signature Date 02/06/2013

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 6–8 with permanent flood openings provided in Section A, Items 8 and/or 9 (see pages 8–8 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 item(s) and sign below. Check the measurement used in items G8–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 Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including 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

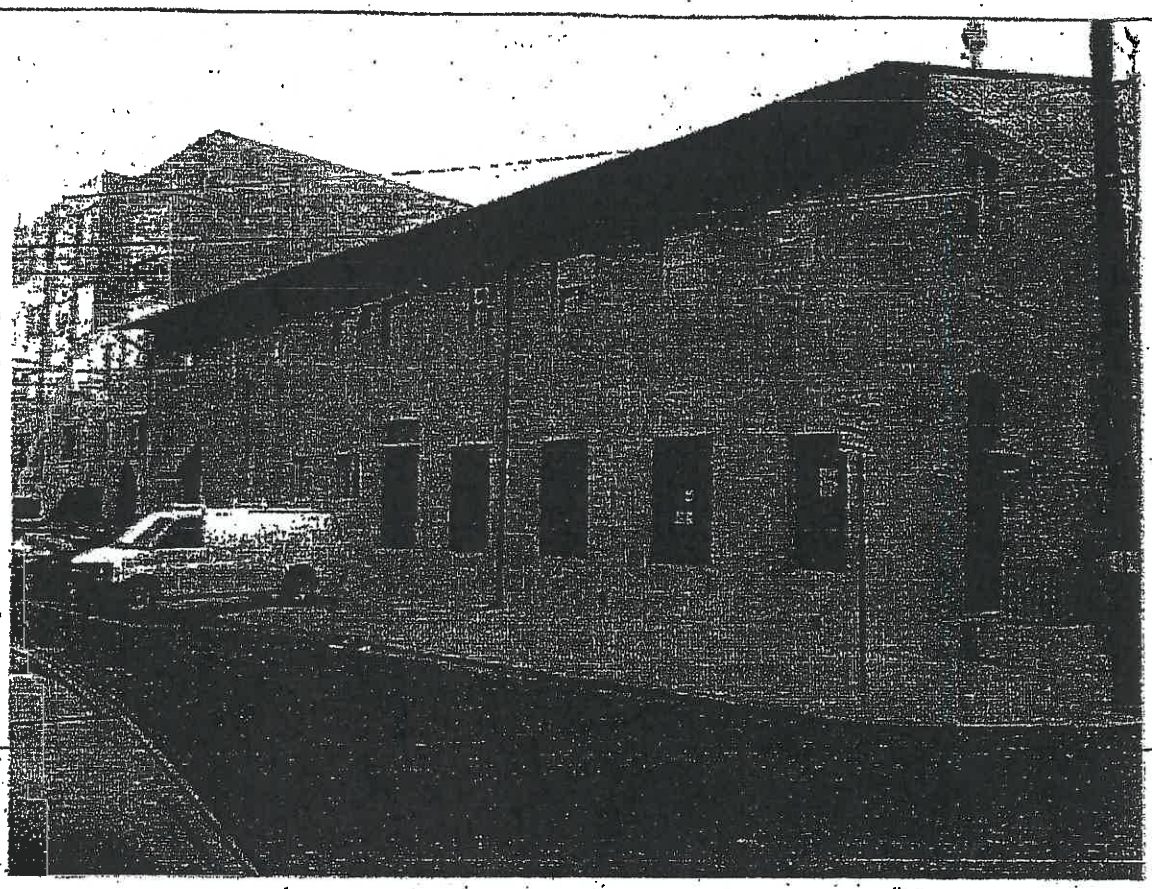
☐ Check here if attachments.

Building Photographs

See instructions for Item A8.

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 using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A8. 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 A8. If submitting more photographs than will fit on this page, use the Continuation Page.



EASTERLY FACE OF BUILDING ALONG ADAMS ST.

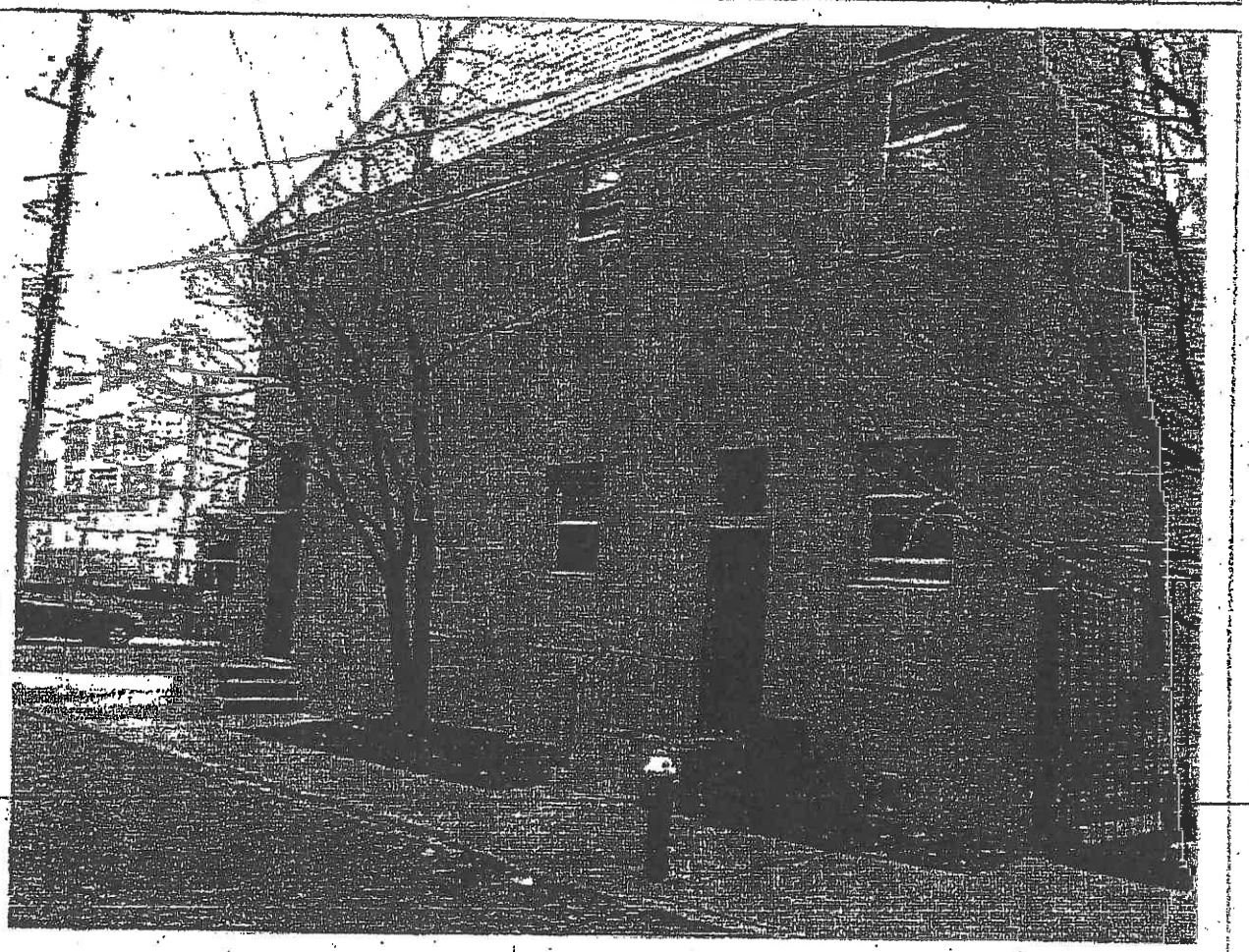
Building Photographs

Continuation Page

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

Building Street Address (including Apt., Unit, Suite, and/or Bldg. Ste.) or P.O. Route and Box No. 1074 ADAMS STREET	FOR INSURANCE COMPANY USE 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 A8.



NORTHERLY FACE OF BUILDING ALONG 11TH ST.

SECTION D (continue)

The site is occupied by a two story brick and stucco building. The building occupies the entire lot. Grade elevations where taken along Adams and 11th 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: Vertcon

CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

132 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 792-0445
FAX: (201) 792-7714

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.

D. CORPORATE/PARTNERSHIP DISCLOSURE

State of New Jersey :
County of Hudson : SS:

(Name of Applicant)
being duly sworn according to law upon (his, her, their) oath, depose and say

I, an authorized representative of

which is a corporation, or partnership, applying to the Planning Board/Zoning Board of Adjustment of HOBOKEN do hereby disclose, pursuant to the requirements of N.J.S.A. 40:55D-48.1, the name and address of all stockholders or individual partners owning at least 10% of the stock of the corporation, or at least 10% of the interest in the partnership, which are hereby listed as follows:

APPLICANT IS:

____ Corporation __X__ Partnership ____ Joint Venture ____ LLC

Full Name of Individual (Stockholder/Partner)	Address of Individual (Stockholder/Partner)	Shares Owned
1. Frank F. Pasquale, Sr.	807 Four Seasons Dr., Wayne, NJ 07470	47%
2. Carla M. Pasquale	2 Rockledge Terr., Wayne, NJ 07470	30%
3. James J. Pasquale	42 Kings Ridge Rd., Warwick, NY 10990	16%
4. Frank A. Pasquale	1024 Adams St., Hoboken, NJ 07030	6%
5.		
6.		
7.		
8.		

Number of Minority (less than 10%) Owners not listed 1

If any of the above owners is a corporation or partnership, the applicant is required to disclose the name and address of each individual holding a 10% interest, or greater, in the named corporation or partnership, which shall be divulged in the same format as the above, pursuant to N.J.S.A. 40:55D-48.2.

Frank Pasquale

Frank Pasquale Applicant to sign

References:

William Lofredo, CPA
Towaco, NJ.

Honorable Michael Hubner
Morris County Superior Court

Robert Foley, Esq.
Bridgewater, NJ

SCHEDULE B

LÓRIEN LOFTS

461 11th Street, Hoboken, NJ

The Lórien Lofts is an innovative 21st 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_2 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 powers 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

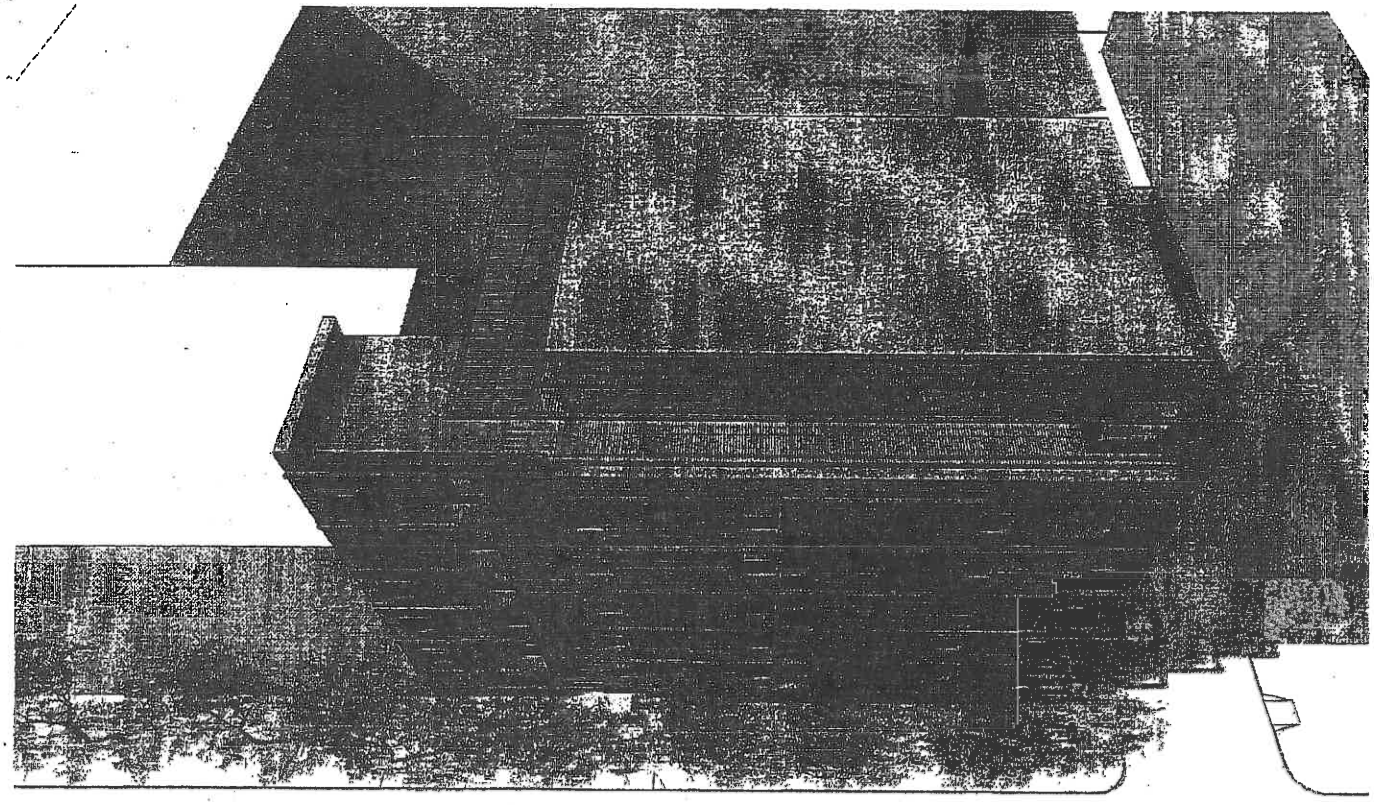
Radiant heat is more efficient than baseboard heating and usually more efficient than forced-air heating because it eliminates duct losses. People with allergies often prefer radiant heat because it doesn't distribute allergens like forced air systems can. A hydronic system such as contemplated by team 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.

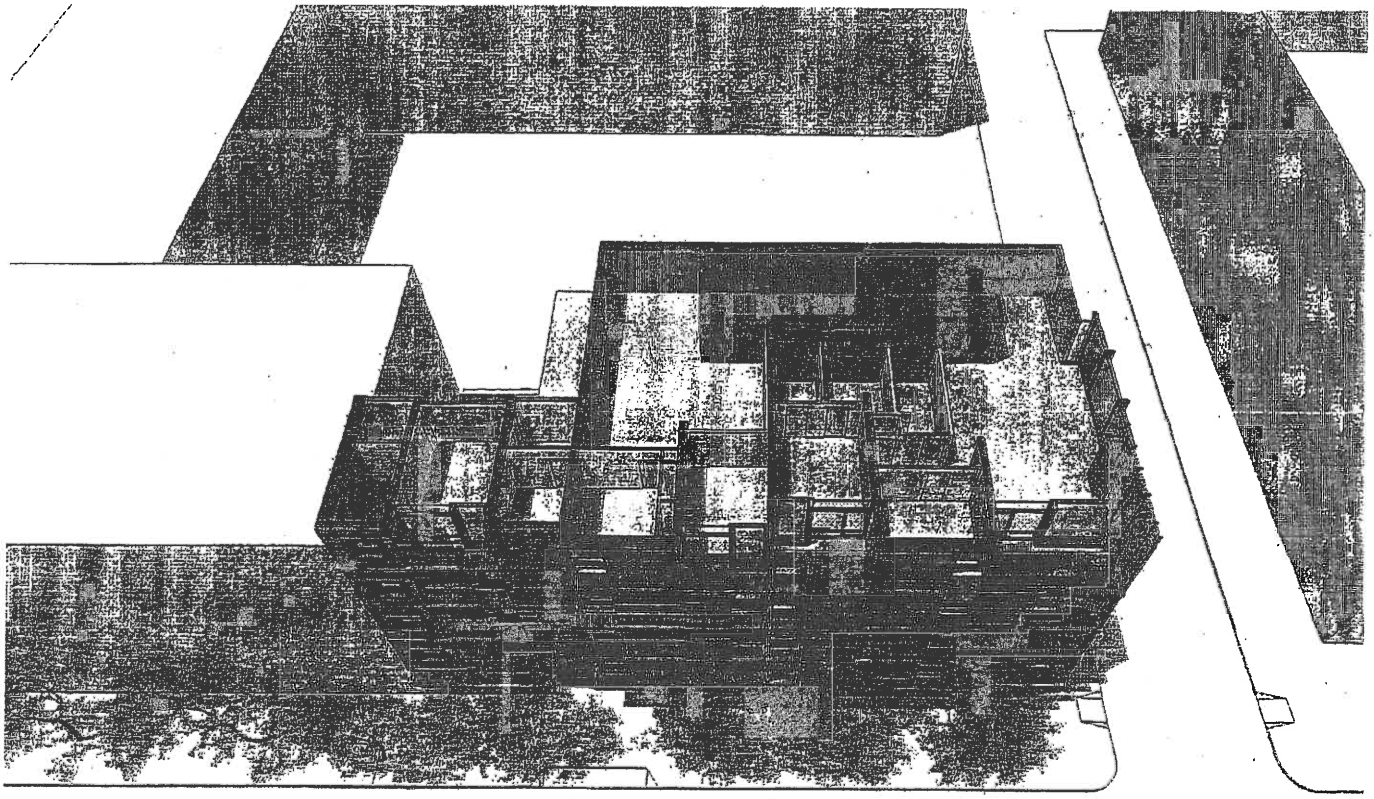
- SMART HOMES

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.



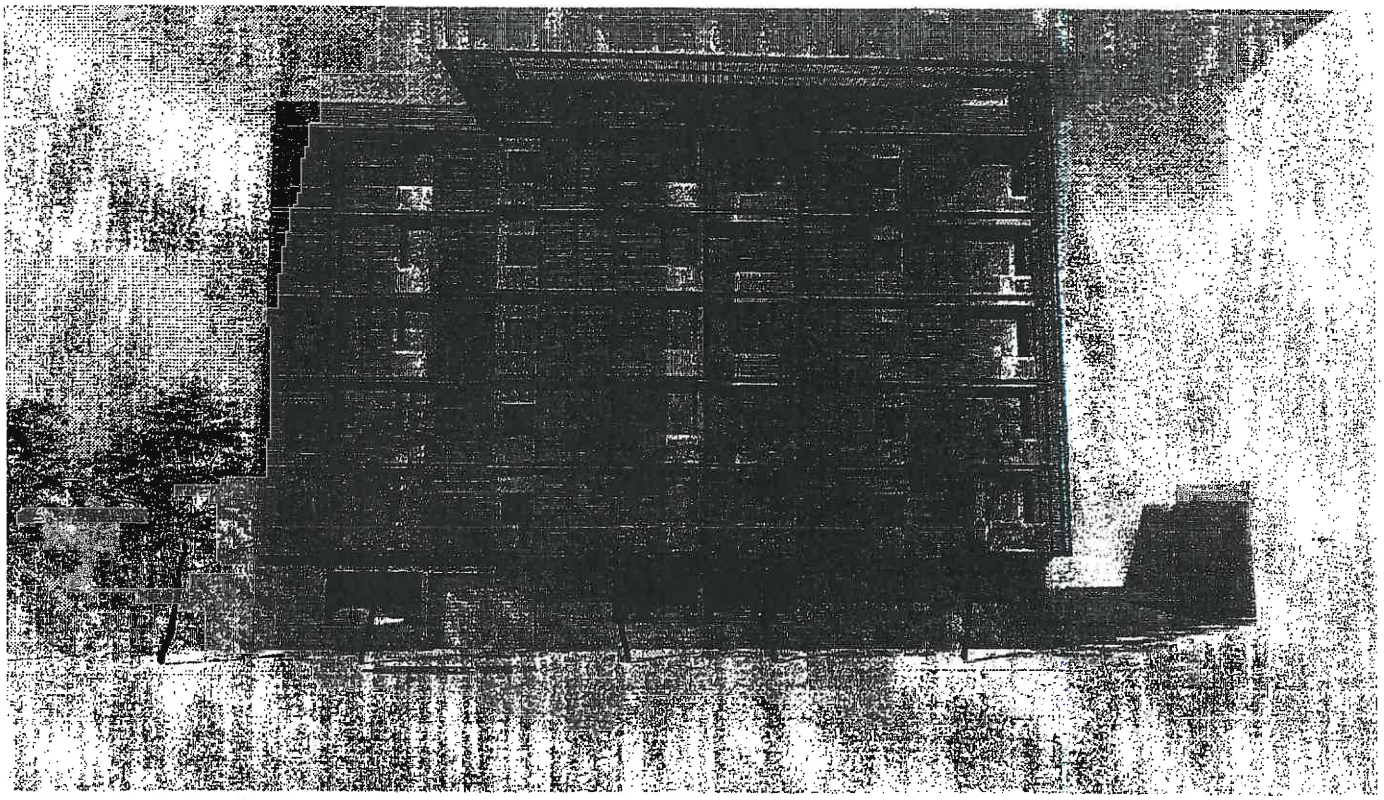
ROOF PLAN

nastasi
architects



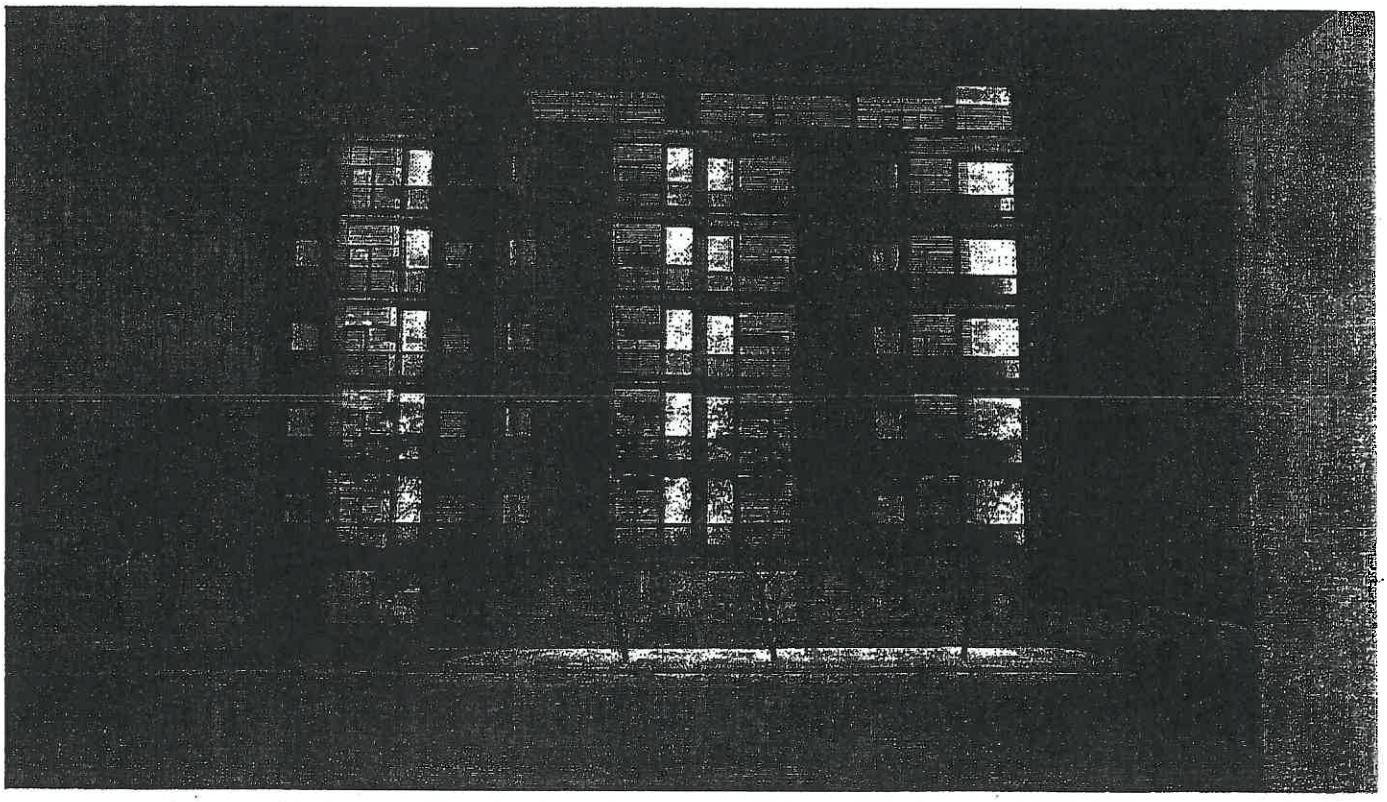
5th FLOOR PLAN

nastasi
architects



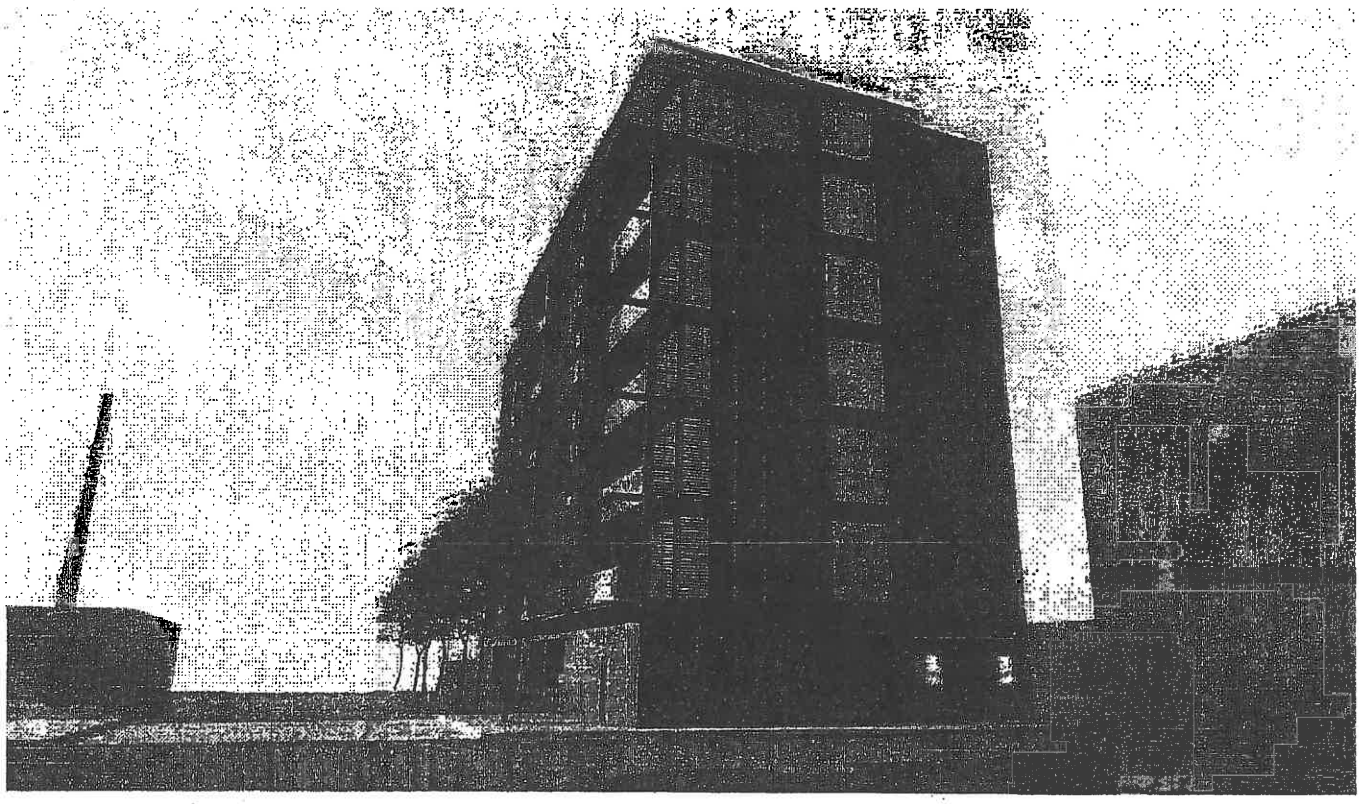
EAST ELEVATION - DAY

nastasi
architects



EAST ELEVATION - NIGHT

nastasi
architects



NORTH ELEVATION - DAY

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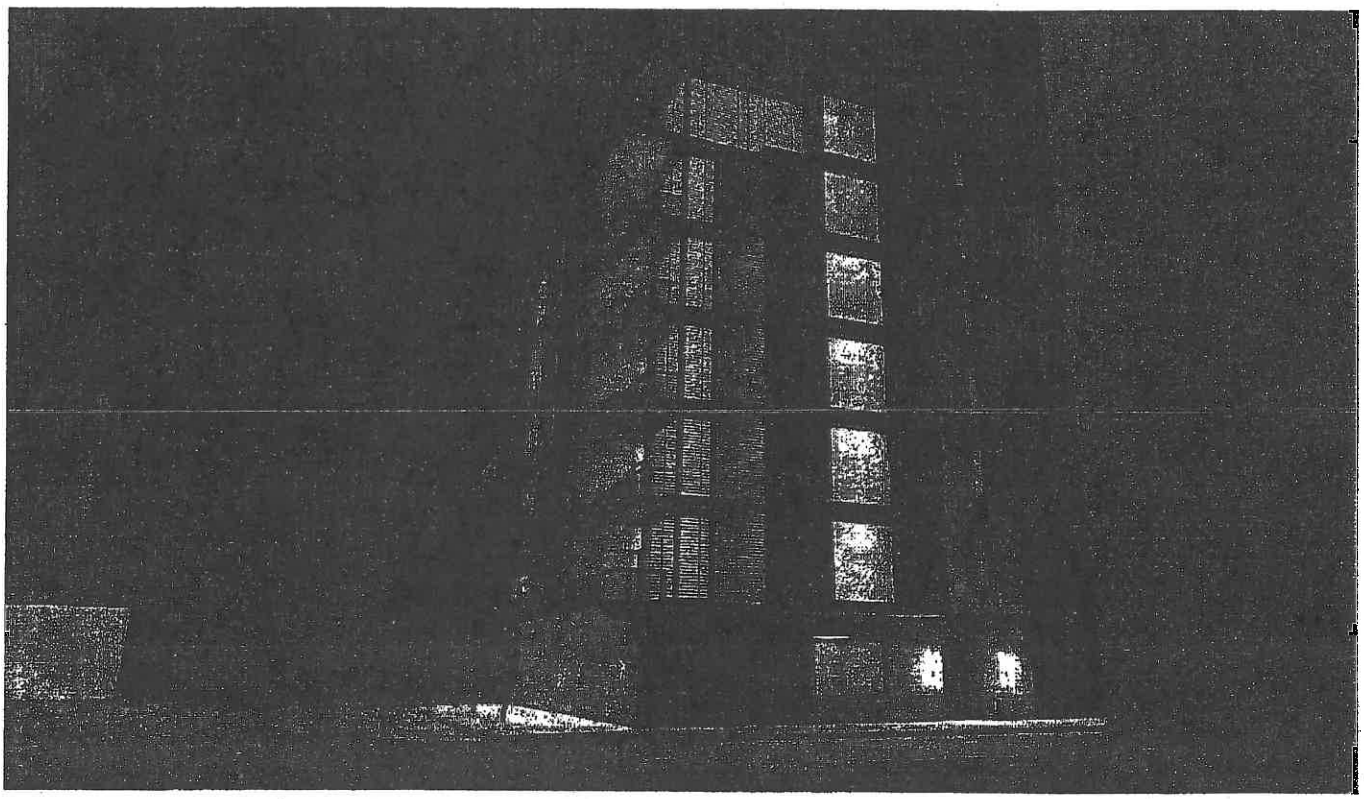
architects



NORTH ELEVATION - NIGHT

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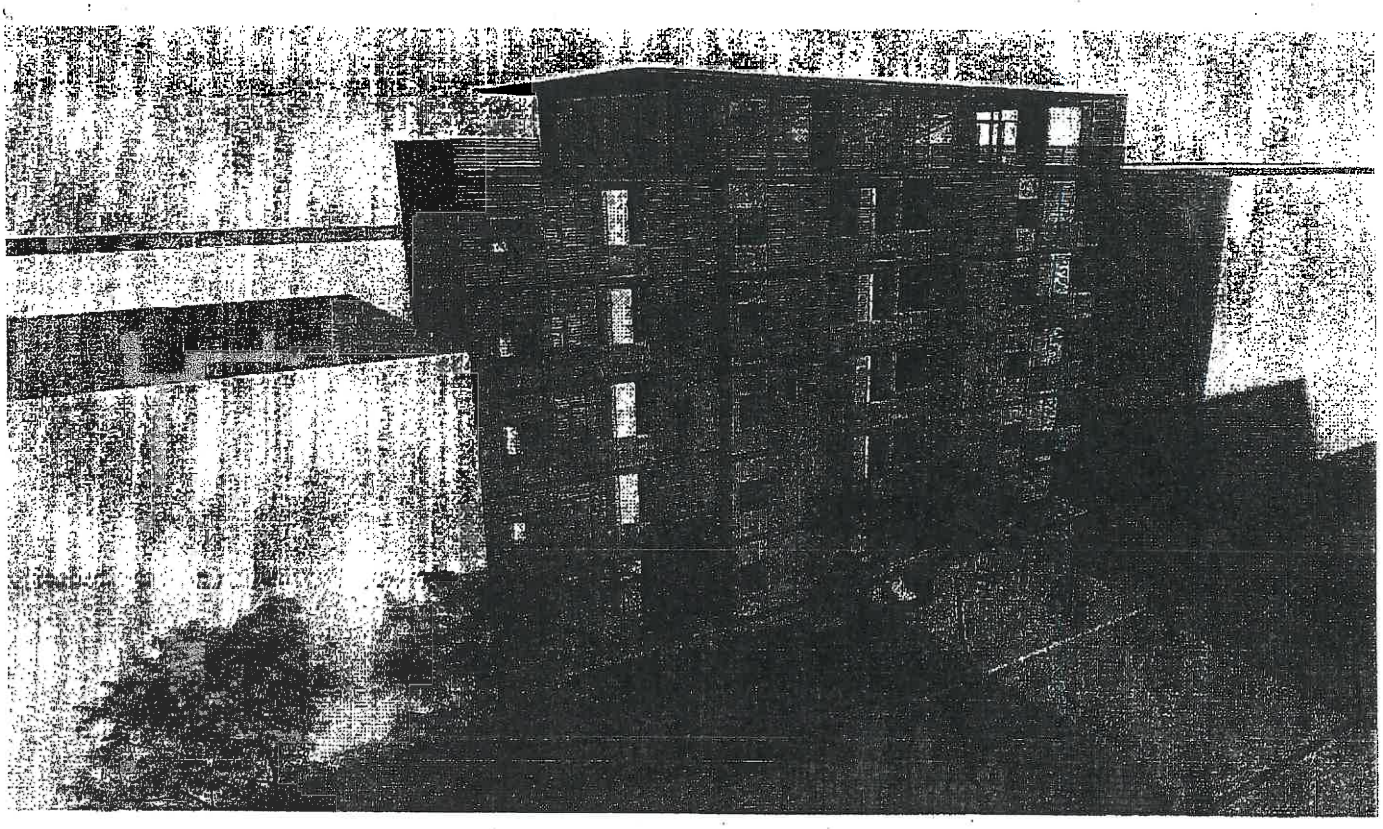
architects



SOUTH ELEVATION - DAY

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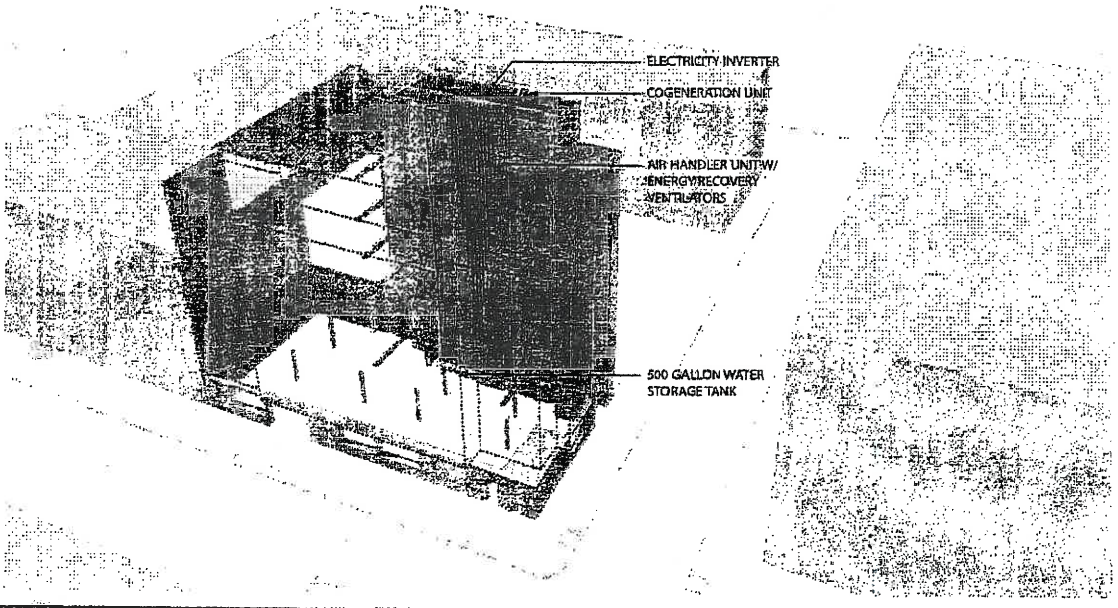
architects



AIR DISTRIBUTION AND ELECTRICITY GENERATION

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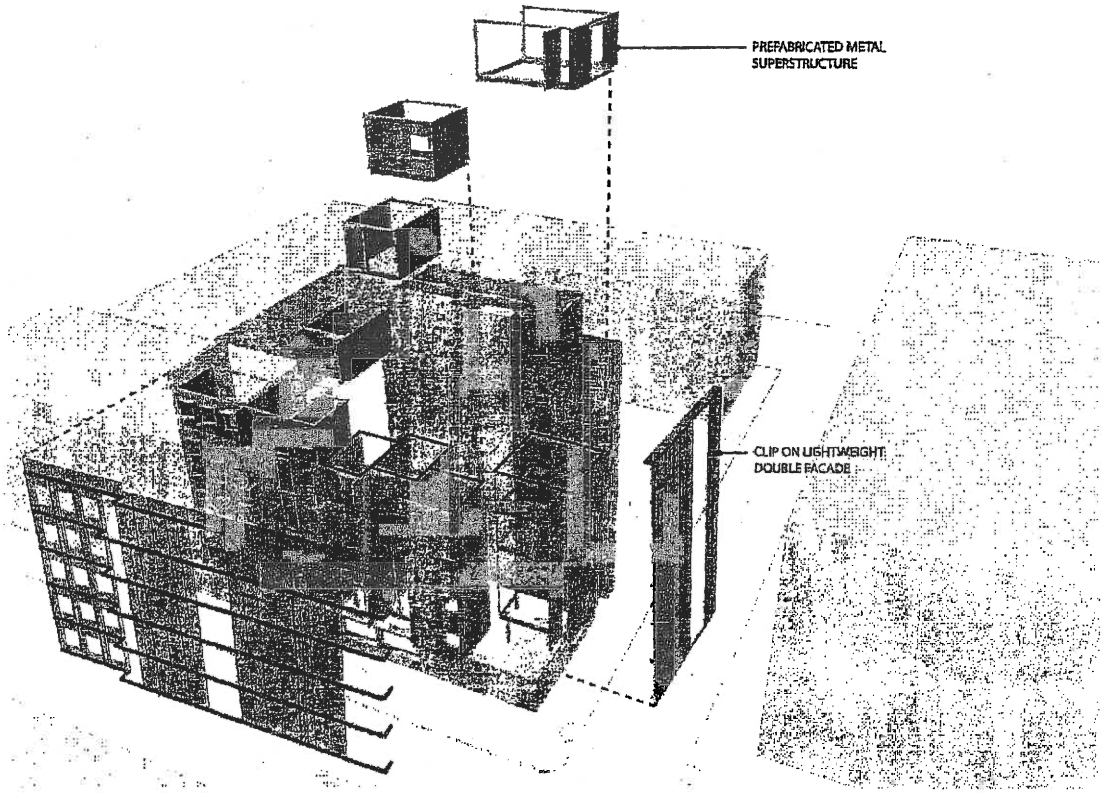
architects



PREFABRICATED LIGHTWEIGHT METAL FRAMING & CLIP ON SOLAR SHADING

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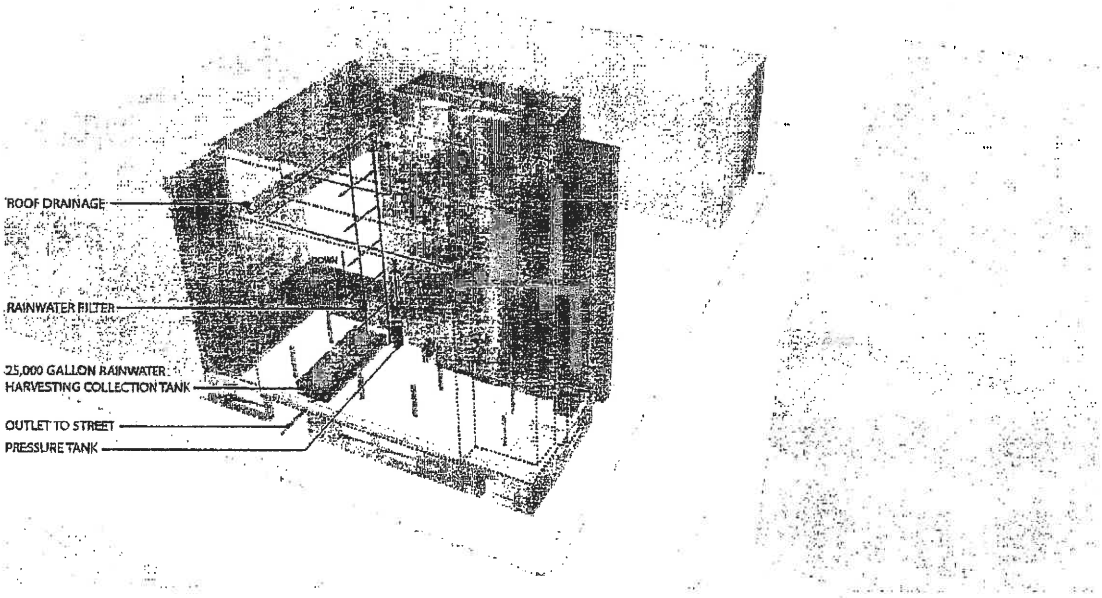
architects



WATER COLLECTION & DISTRIBUTION

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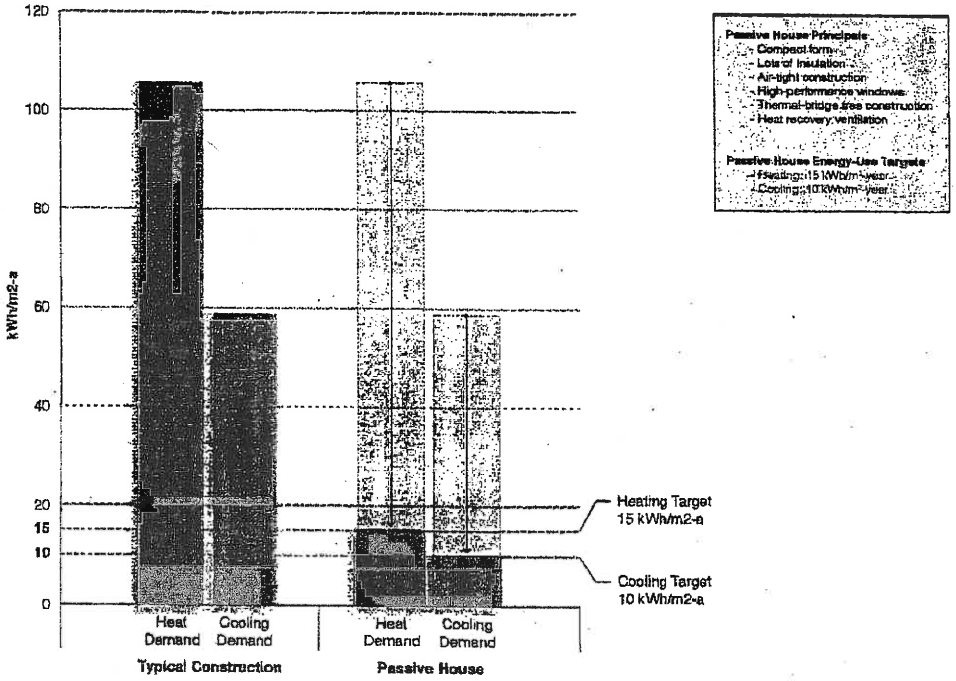
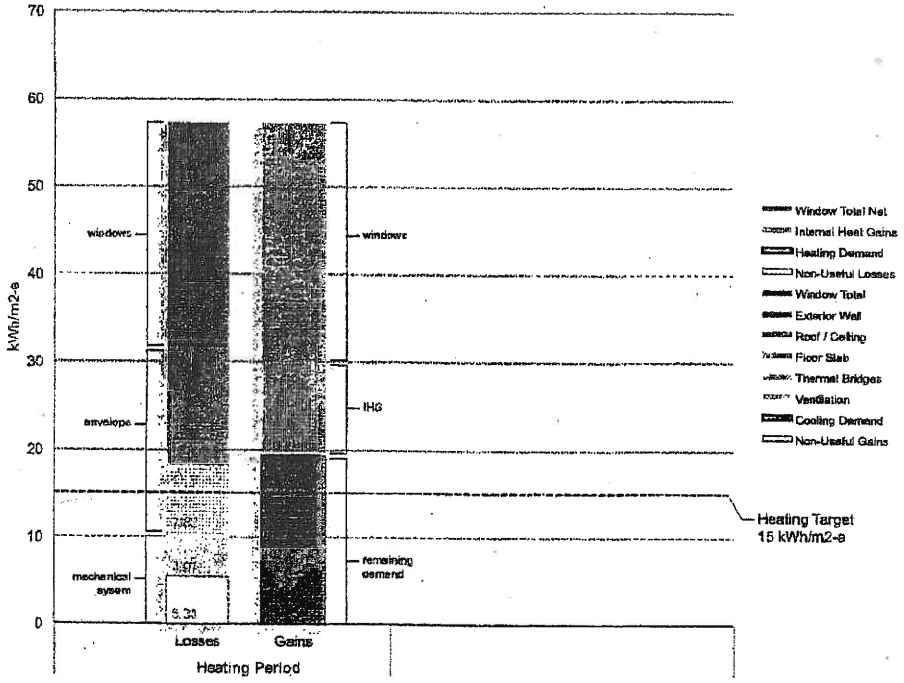
architects

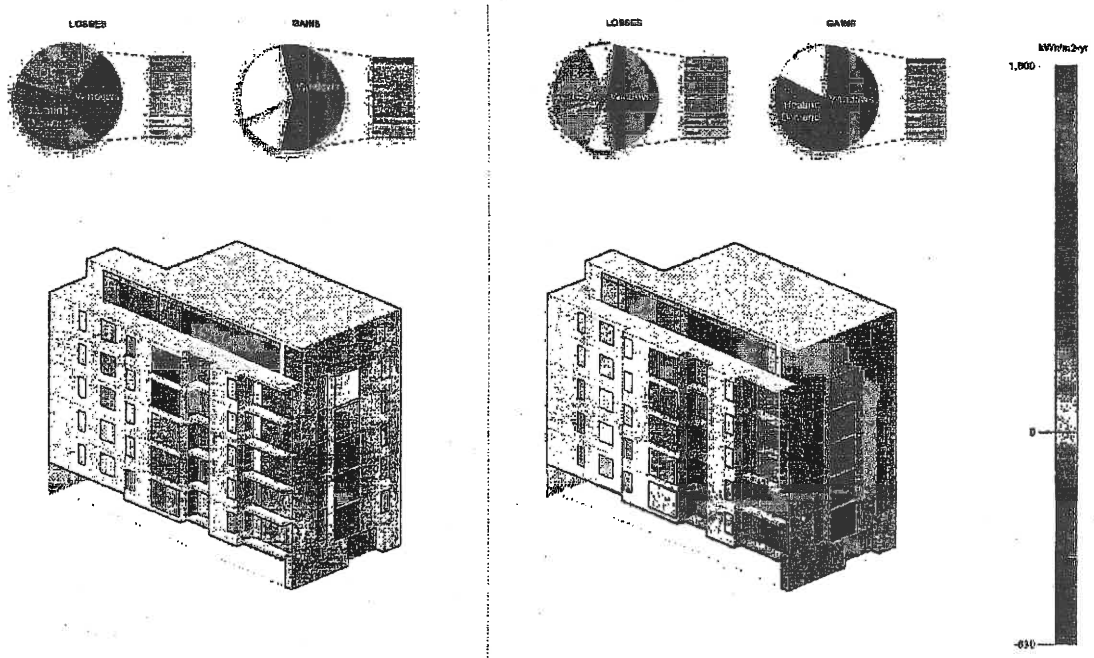
PASSIVE HOUSE TARGETS



EXISTING DEMAND HEATING AND COOLING SUPPLY



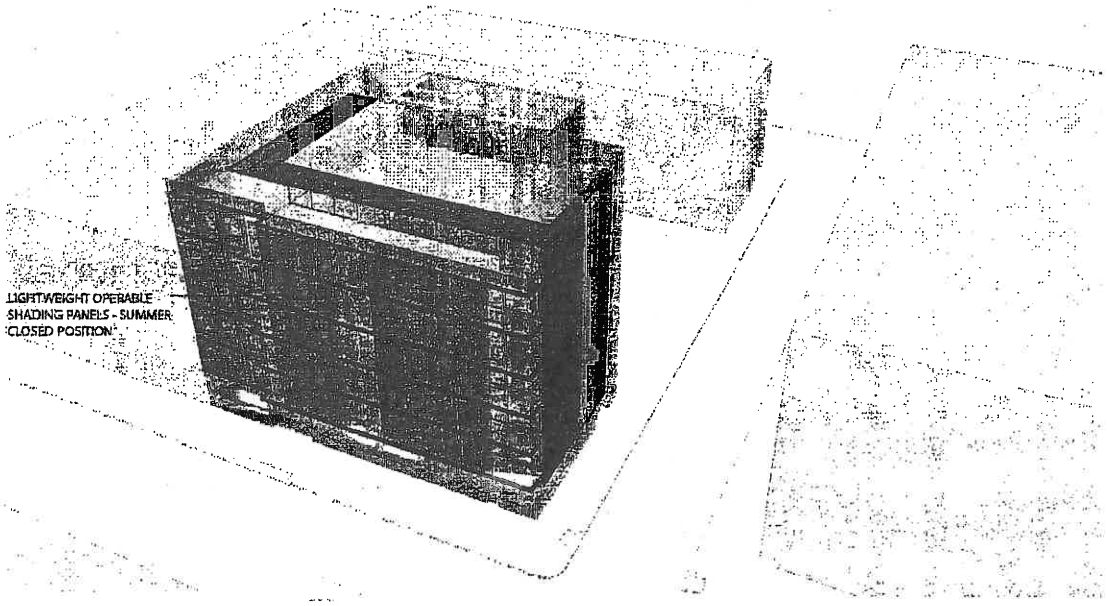
EXISTING DESIGN ENERGY BALANCE BY WINDOW



Summer

Winter

nastasi architects

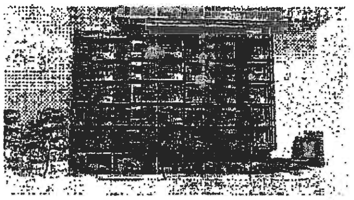


PERFORMATIVE DOUBLE FACADE - SUMMER

nastasi architects

461 11th Street Lofts

461 11th STREET, HOBOKEN, NJ



GENERAL NOTES

SEWER CALCULATIONS

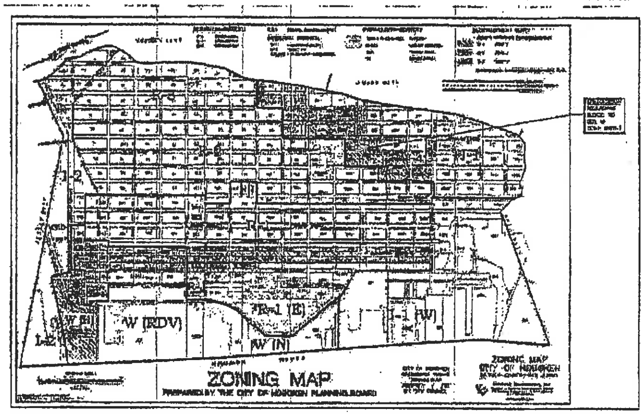
RECYCLING CALCULATIONS

RSIS COMPLIANCE STATEMENT

PROJECT INFORMATION

DRAWING LIST

NWRZ ZONE 1: Sub-Area 1



ZONING MAP

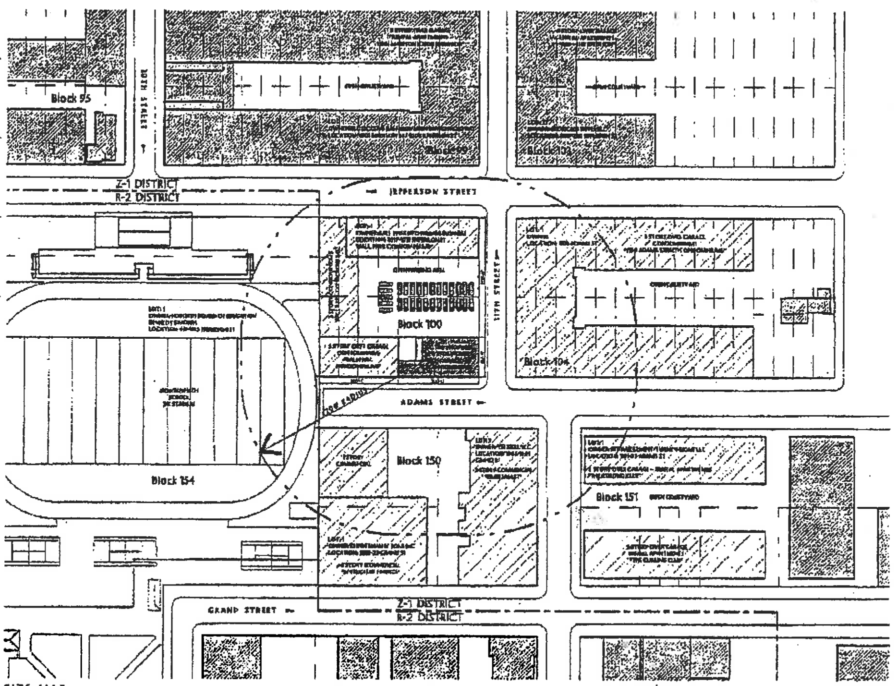
ZONING DATA

SITE PLAN DATA

11th Street Lofts

Zoning & Location Map
Property Survey
Project Information
Zoning Data

Z1



SITE MAP

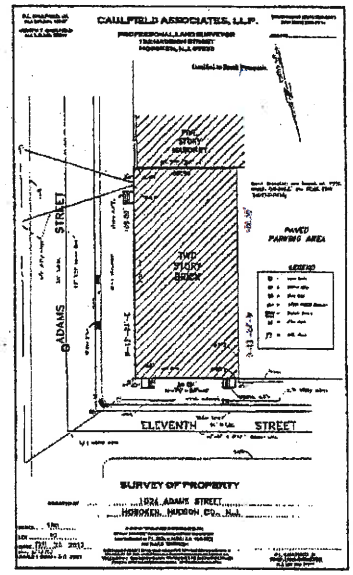
OWNER AND ADDRESS REPORT

OWNER AND ADDRESS REPORT

11th Street Lofts

Site Map
200' Property Owner List

Z2

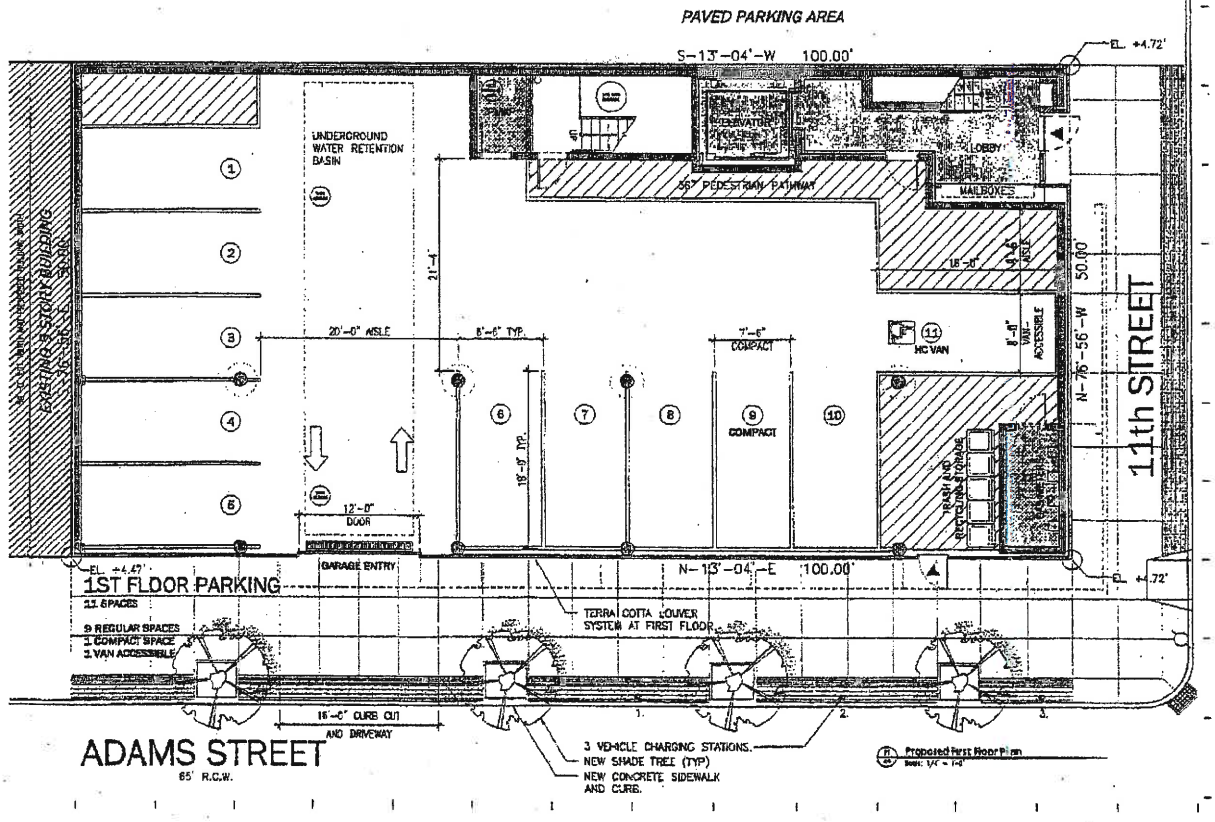


EXISTING SITE SURVEY
SCALE: AS NOTED

11th Street Lofts

Site Map
Zoning Info
Owner Address Report

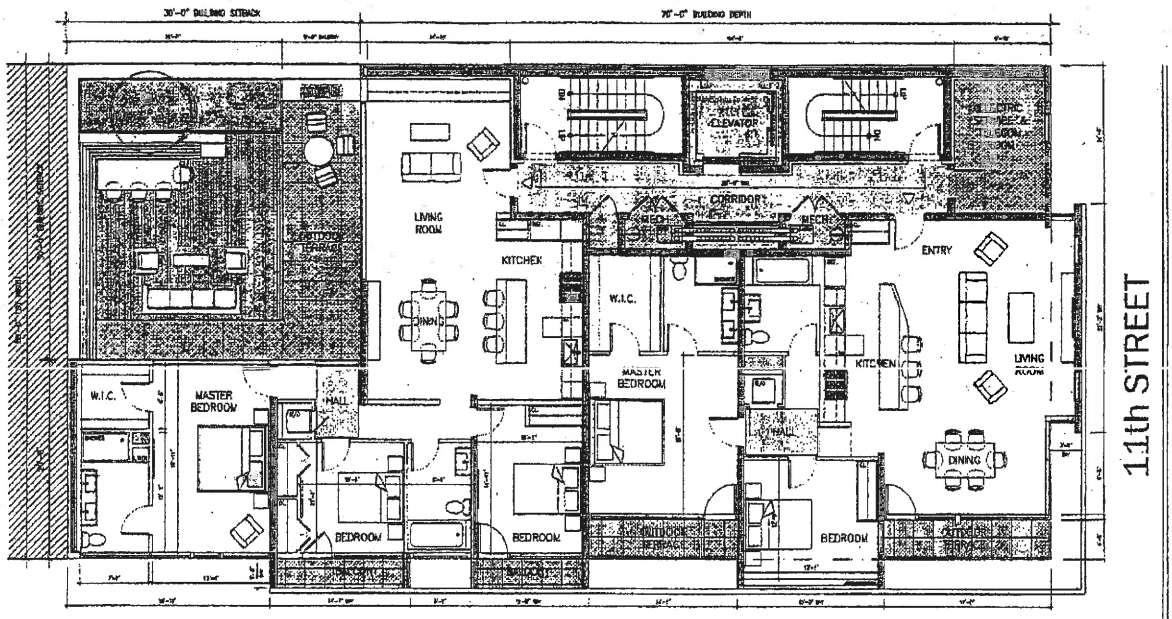
Z3



11th Street Lofts

Proposed Floor Plans
First Floor Plan

Z4



2nd FLOOR
4,100 SF GROSS BUILDING AREA
- 82% BUILDING COVERAGE
- 100% LOT COVERAGE

3BR UNIT
3 BR - 2 BA
1,510 SF INTERIOR
885 SF TERRACE & BALCONY

2,595 SF TOTAL

2 BR UNIT
2 BR - 2 BA
1,420 SF INTERIOR
115 SF BALCONY

1,535 SF TOTAL

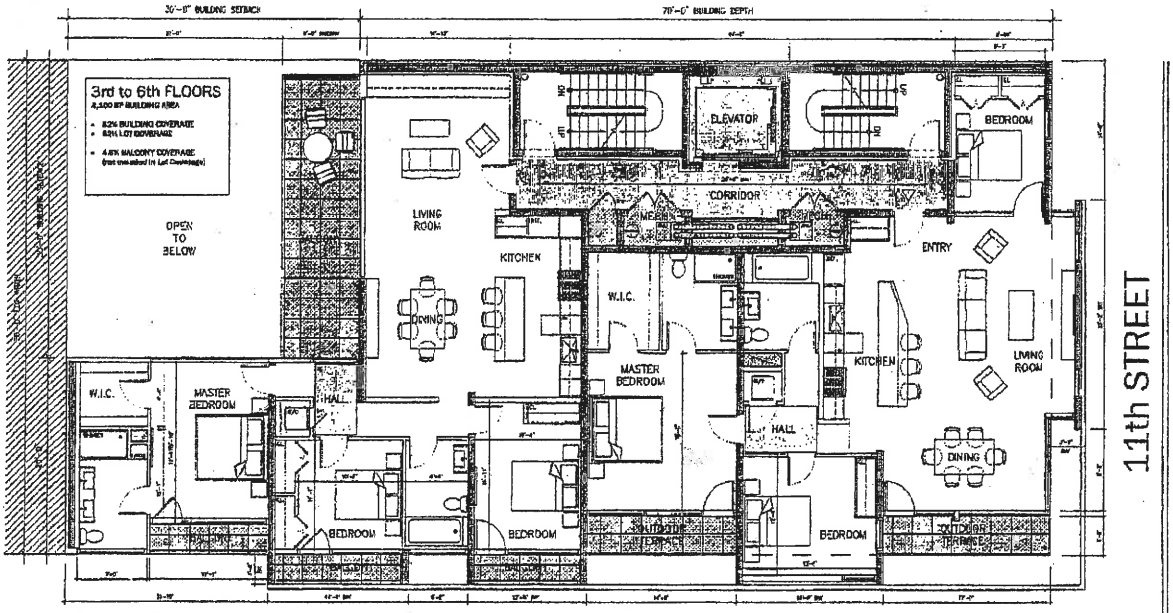
ADAMS STREET

Proposed Second Floor Plan
Scale: 1/8" = 1'-0"

11th Street Lofts

Proposed Floor Plans:
Second Floor Plan

Z5



3BR UNIT
3 BR - 2 BA
1,585 SF INTERIOR
300 SF TERRACE & BALCONY

1,885 SF TOTAL

3 BR UNIT
3 BR - 2 BA
1,550 SF INTERIOR
115 SF BALCONY

1,665 SF TOTAL

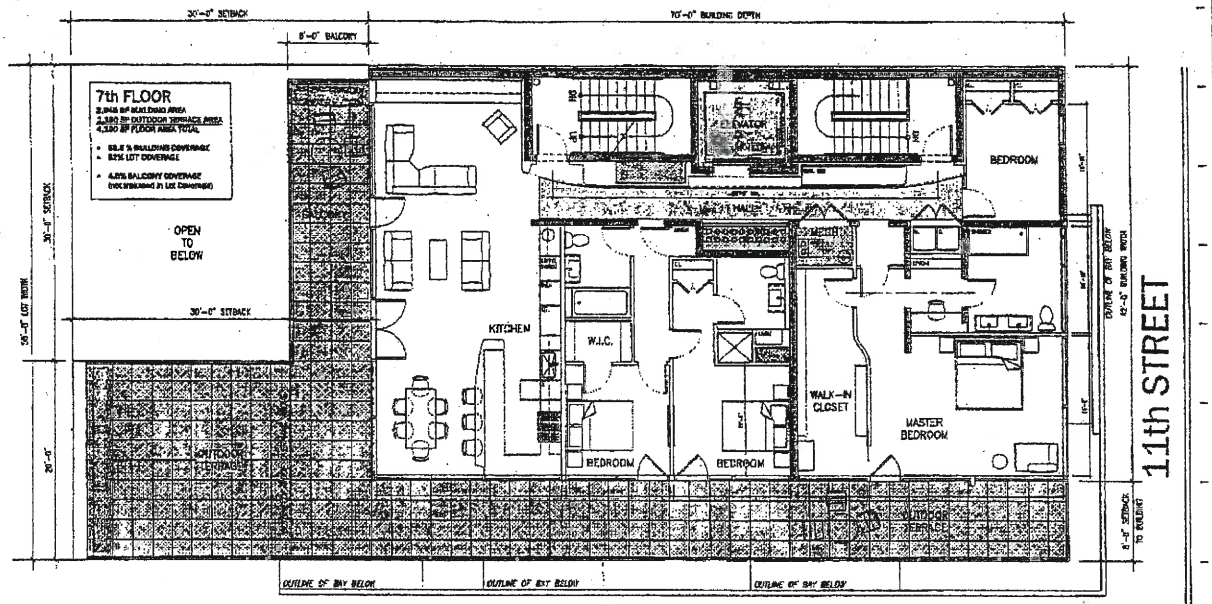
ADAMS STREET

Proposed 3rd through 6th Floor Plans
Scale: 1/8" = 1'-0"

11th Street Lofts

Proposed Floor Plans:
3rd through 6th Floors

Z6



4BR PH UNIT
4 BR - 3 BA
2,420 SF INTERIOR
1,360 SF TERRACE

3,780 SF TOTAL

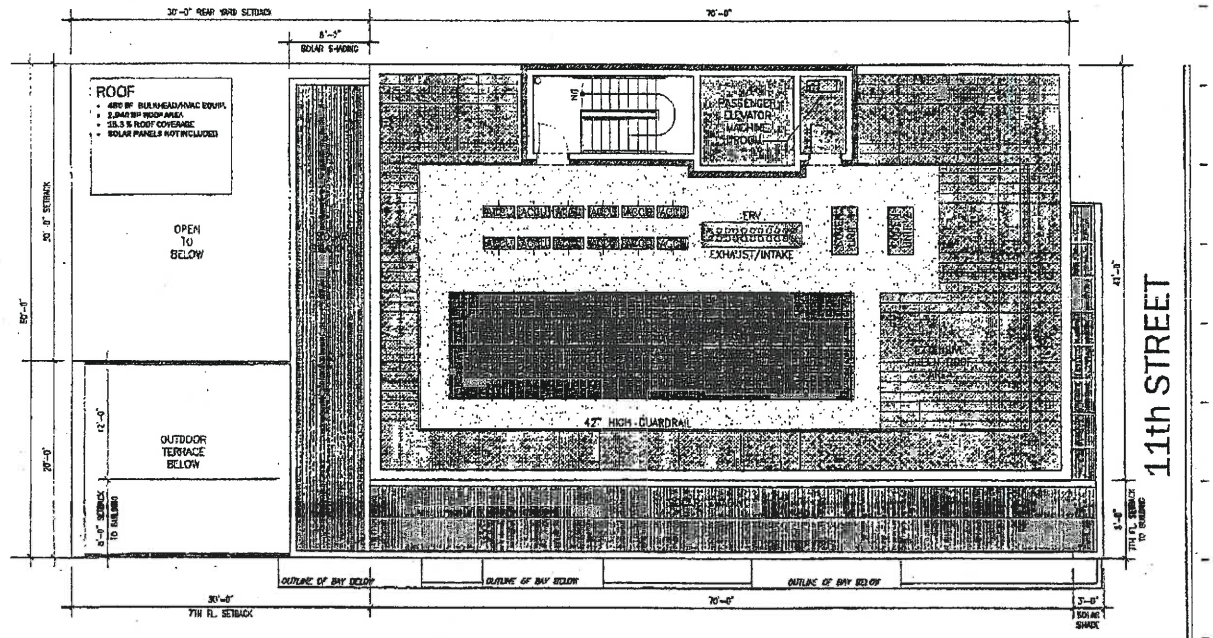
ADAMS STREET

Proposed 7th Floor Plan
Scale: 1/4" = 1'-0"

11th Street Lofts

Proposed Floor Plans:
7th Floor Plan

Z7



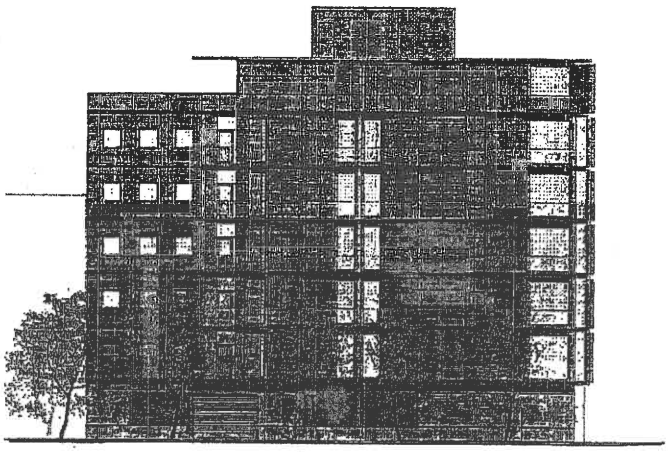
ADAMS STREET

Proposed Roof Plan
Scale: 1/4" = 1'-0"

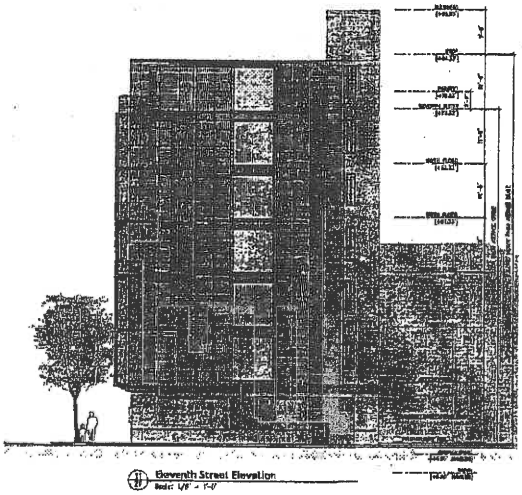
11th Street Lofts

Proposed Roof Plan

Z8



Adams Street Elevation
Scale: 1/8" = 1'-0"



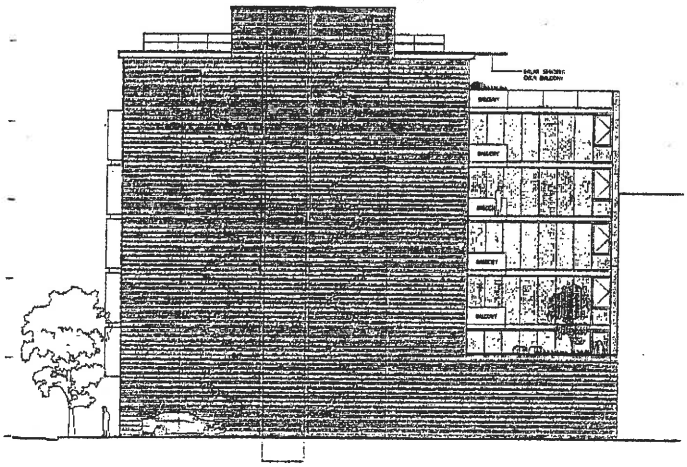
Seventh Street Elevation
Scale: 1/8" = 1'-0"

Tith Street Lofts

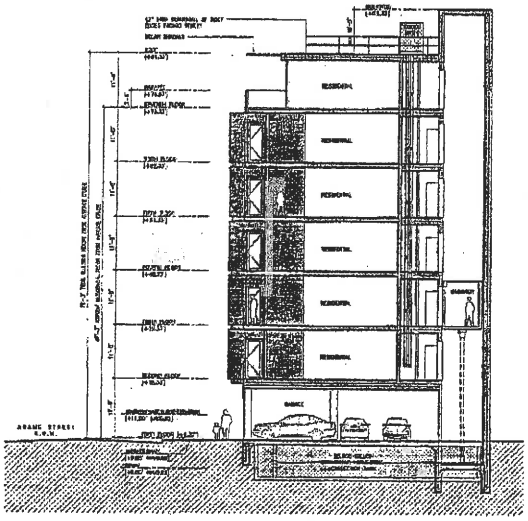
461 Tith Street
Hoboken, New Jersey 07030
Block 100 - Lot 17

Building Elevations

Z9



West Parking Area Elevation
Scale: 1/8" = 1'-0"



Building Section
Scale: 1/2" = 1'-0"

Tith Street Lofts

461 Tith Street
Hoboken, New Jersey 07030
Block 100 - Lot 17

West Elevation
Building Section

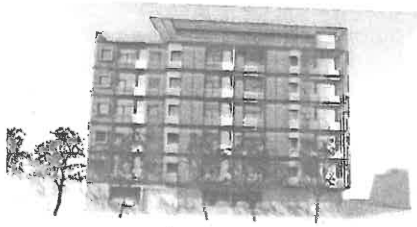
Z10

EXHIBIT C

Revised Sited Plans

461 11th Street Lofts

461 11th STREET, HOBOKEN, NJ



GENERAL NOTES

1. ALL WORK DESCRIBED SHALL CONFORM TO AND BE CONSTRUCTED UNDER THE PROVISIONS OF THE INTERNATIONAL BUILDING CODE (LATEST EDITION AS AMENDED BY THE NJ UNIFORM CONSTRUCTION CODE) AS WELL AS ALL REQUIREMENTS OF THE CITY OF HOBOKEN, NEW JERSEY
2. ALL PORTIONS OF THE PROJECT WHICH EXTEND TO THE PROPERTY LIMITS MUST BE APPROVED BY THE CITY OF HOBOKEN
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR FULL COMPLIANCE WITH THE NATIONAL STANDARD PLUMBING CODE, THE NATIONAL ELECTRIC CODE, AND ALL AGENCIES WHICH HAVE JURISDICTION OVER THE WORK, AS WELL AS THE REQUIREMENTS OF THE CITY OF HOBOKEN, N.J.
4. ALL DIMENSIONS AND LOCATIONS AS INDICATED ON THE DRAWINGS SHALL BE CONSIDERED TO BE REASONABLY CORRECT, BUT IT SHALL BE UNDERSTOOD THAT THEY ARE SUBJECT TO MODIFICATIONS AS MAY BE NECESSARY OR DESIRABLE AT THE TIME OF CONSTRUCTION OR INSTALLATION TO MEET ANY UNFORESEEN OR OTHER CONDITIONS
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 1988) ADVISORY BASE FLOOD ELEVATION = 11.0'
6. PROPOSED STREET TREES ARE SUBJECT TO APPROVAL BY THE HOBOKEN SHADE TREE COMMISSION.
7. LANDSCAPING LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL IS SUBJECT TO APPROVAL BY THE MAYOR AND COUNCIL
8. PRIOR TO FINAL SITE PLAN APPROVAL PROOF OF SERVICE FROM NORTH HUDSON SEWERAGE AUTHORITY IS REQUIRED
9. PRIOR TO FINAL SITE PLAN APPROVAL ALL UTILITIES ARE TO HAVE A PROOF OF SERVICE LETTER.

RSIS COMPLIANCE STATEMENT

THIS PROJECT WILL COMPLY WITH THE RESIDENTIAL SITE IMPROVEMENT STANDARDS OF THE ADMINISTRATIVE CODE OF THE STATE OF NEW JERSEY AND THE ADOPTED REVISIONS TO SAID STANDARDS BY THE CITY OF HOBOKEN, NEW JERSEY.

SEWER CALCULATIONS

1 2-BEDROOM UNIT @ 3.2 PERSONS EACH AND 225 G.P.D. PER UNIT = 4 PERSONS

7 3-BEDROOM UNITS @ 4 PERSONS EACH AND 300 G.P.D. PER UNIT = 28 PERSONS

2 4-BEDROOM UNIT @ 5.5 PERSONS EACH AND 300 G.P.D. PER UNIT = 10 PERSONS

TOTAL RESIDENTIAL OCCUPANCY = 42 PERSONS

2-BR UNITS: 1 X 225 G.P.D. = 225
3-BR UNITS: 9 X 300 G.P.D. = 2100
4+BR UNITS: 1 X 300 G.P.D. = 600

PROJECTED CONTRIBUTORY FLOW IN GALLONS PER DAY = 2,925 G.P.D.*

* NOTE: NORTH HUDSON SEWERAGE AUTHORITY HAS INDICATED THAT SUFFICIENT CAPACITY EXISTS FOR THIS PROJECT FLOW.

RECYCLING CALCULATIONS

RESIDENTIAL OCCUPANCY = 42 PERSONS
TOTAL OCCUPANCY = 42 PERSONS

WEEKLY MATERIAL GENERATION

CLASS (LOOSE, WHOLE)
1.5 LBS x 42 PERSONS = 63 LBS (APPROX. 0.13 CU YDS)

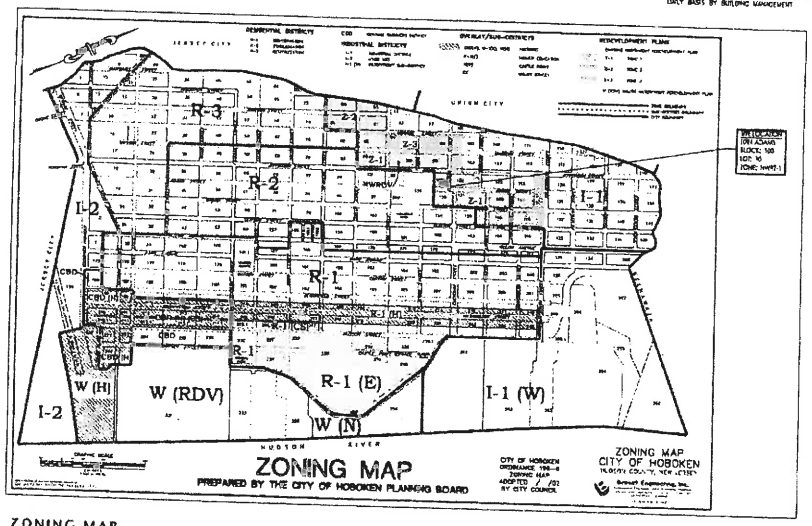
ALUMINUM CANS
0.1 LBS x 42 PERSONS = 4.2 LBS (LESS THAN 0.1 CU YDS)

TIN CANS
1.5 LBS x 42 PERSONS = 63 LBS (APPROX. 0.42 CU YDS)

CORRUGATED
2.5 LBS x 42 PERSONS = 105 LBS (APPROX. 0.18 CU YDS)

* OCCUPANT LOAD BASED ON I.B.C. CODE

RESIDENTIAL REFUSE TO BE STORED IN STORAGE ROOM AS SHOWN AND PLACED CURBSIDE ON A DAILY BASIS BY BUILDING MANAGEMENT



ZONING MAP
Not to Scale

BLOCK NUMBER	100
LOT NUMBERS	10
ZONING DISTRICT	NWRZ ZONE 1: Sub-Area 1
LOT AREA	9,000 SF
BUILDING FOOTPRINT	9,000 SF (FIRST FLOOR) 4,100 SF (2ND - 6TH FLOORS) 2,940 SF (7TH FLOOR)
REGULAR SPACES:	9
COMPACT SPACES:	1
REQUIRED ACCESSIBLE SPACES:	1 (VAN ACCESSIBLE)
TOTAL PARKING SPACES PROVIDED:	11
RESIDENTIAL UNIT TYPES PROVIDED:	
2 BEDROOM UNITS	1 UNIT
3 BEDROOM UNITS	7 UNITS
4 BEDROOM UNITS	2 UNITS
TOTAL RESIDENTIAL UNITS PROVIDED:	10 UNITS

PROJECT IS IN THE F.E.M.A. ADVISORY BASE FLOOD ELEVATION ZONE

PROJECT INFORMATION

DRAWING LIST

Z1 - ZONING MAP, ZONING DATA, DRAWING LIST, PROJECT DATA
Z2 - 200' RADIUS MAP & PROPERTY OWNER LIST
Z3 - EXISTING PROPERTY SURVEY
Z4 - 1ST FLOOR PLAN
Z5 - 2ND FLOOR PLAN
Z6 - 3RD, 4TH, AND 5TH FLOOR PLANS
Z7 - 6TH FLOOR
Z8 - 7TH FLOOR
Z9 - ROOF PLAN
Z10 - BUILDING ELEVATIONS
Z11 - WEST ELEVATION, BUILDING CROSS SECTION

REDEVELOPMENT ZONE 1	NWRZ ZONE 1: Sub-Area 1		
REGULATION	REQUIRED / PERMITTED:	PROPOSED	DEVIATION
ZONE: §196 Attachment 1 - Appendix A	MID-RISE RESIDENTIAL AND NON-RESIDENTIAL	MID-RISE RESIDENTIAL	
MINIMUM LOT SIZE	10,000 SF	9,000 SF	NO
PERMITTED BUILDING HEIGHT	5 RESIDENTIAL FLOORS (65') OVER 1 STORY PARKING 80' MAXIMUM TOTAL BUILDING HEIGHT 18 FEET FLOOR TO FLOOR	6 RESIDENTIAL FLOORS (85') OVER 1 STORY PARKING 78.5' TOTAL BUILDING HEIGHT 15' FLOOR LOBBY & PARKING, 12 FEET FLOOR TO FLOOR UPPER FLOORS (2ND TO 7TH), 11 FEET FLOOR TO FLOOR	YES
FLOOR AREA RATIO	3.0	4.68	YES
MAX LOT COVERAGE (%) (CORNER SITE)	FIRST FLOOR PARKING LEVEL: 100% RESIDENTIAL PORTION @ CORNER SITE: SEE URBAN DESIGN GUIDELINES General Building Bulk & Yard Requirements Below	FIRST FLOOR PARKING LEVEL: 100%	YES
DENSITY	MAXIMUM DWELLING UNITS (PERMITTED FA / 1,000) = 19 UNITS	10 UNITS	COMPLIES
URBAN DESIGN GUIDELINES			
General Building Bulk and Yard Requirements			
ROOF COVERAGE (§196-23A(1))	BUILDING ROOF AREA COVERAGE: 100 MAX. ROOF APPURTENANCES: 15 FEET ABOVE ROOF WAY	BUILDING ROOF AREA COVERAGE: 100 (TRACE NOT INCLUDE REAR AREA) ROOF APPURTENANCES: LESS THAN 15 FEET (COMPLIES)	YES
MAX FRONT YARD SETBACK (ft)	11TH STREET: 5 FEET (AT 60 FEET ABOVE GRADE) ADAMS STREET: 10 FEET	11TH STREET: 0 FEET ADAMS STREET: 0 FEET	YES
MAX DISTANCE REAR WALL FROM STREET (ft.) (CORNER SITE)	70 FT	11TH STREET: 180 FT ADAMS STREET: 50 FT (COMPLIES)	YES
MIN REAR YARD (ft) (MEASURED FROM 1ST RESIDENTIAL FLOOR)	30 FT	11TH STREET: 0 FEET ADAMS STREET: 30 FEET (COMPLIES)	YES
Building Base Design			
DOOR FREQUENCY (STREET FACADE AT BUILDING BASE)	EVERY 100' FEET	86' MAX	COMPLIES
WINDOW FREQUENCY (STREET FACADE AT BUILDING BASE)	EVERY 10 FEET	100' MAX	YES
PEDESTRIAN ENTRANCE / LOBBY (STREET FACADE AT BUILDING BASE)	ONE ON EVERY N-S STREET FRONT (ADAMS STREET)	MAIN ENTRANCE / LOBBY PROVIDED ON 11TH STREET	YES
Streetscape Requirements			
STREET TREES (NORTH-SOUTH STREETS)	DOUBLE ROW OF TREES ON NORTH-SOUTH STREETS EVERY 30 FEET (ADAMS STREET)	SINGLE ROW OF TREES PROVIDED ON ADAMS STREET	YES
ACTIVITY AREA (CORNER OF BUILDING BASE)	PROMINENT LOBBY/PEDESTRIAN ENTRANCE FOR MINIMUM SITE SIZE	LOBBY/PEDESTRIAN ENTRANCE ON 11TH STREET	YES
BALCONIES WITHIN PROJECT LOT LINES (CORNER SITES)	5% OF SITE AREA (9,000 SF X .05 = 350 SF)	SOUTH RUN BALCONIES ARE LESS THAN 5% OF SITE AREA AND ARE NOT COUNTED TOWARD LOT COVERAGE	COMPLIES
BAY WINDOWS WITHIN PROJECT LOT LINES (CORNER SITE)	NO ENCROACHMENT ON N-S STREET SETBACK BELOW 10 FEET NO ENCROACHMENT ON E-W STREET SETBACK BELOW 40 FEET	ENCROACHMENT INTO N-S STREET SETBACK BELOW 10 FEET ENCROACHMENT INTO E-W STREET SETBACK BELOW 40 FEET (SETBACK EACH STREET IS 0 FEET)	YES
Parking & Parking Design			
BUILDING BASE GARAGE ROOFS	GARAGE ROOF LANDSCAPED AND ACCESSIBLE TO TENANTS PRIVATE TERRACE 10 FOOT DEPTH (MIN)	GARAGE ROOF UNDESCAPED AND ACCESSIBLE TO PRIVATE 2ND FLOOR RESIDENTIAL UNIT	YES
MIN PARKING SPACES	RESIDENTIAL: 1 PER UNIT = 10 SPACES	11 SPACES	COMPLIES
Miscellaneous			
MIN DWELLING UNIT SIZE (S.F.)	750 SF	2 BEDROOM UNIT = 1,420 SF	COMPLIES
BAY WINDOWS	MAXIMUM 18 INCH EXTENSION INTO THE STREET RIGHT-OF-WAY	36 INCH EXTENSION INTO THE STREET RIGHT-OF-WAY	YES

ZONING DATA

* EXISTING NON-CONFORMANCE

REVISIONS		
NO.	DESCRIPTION	DATE
7	CITY COUNCIL SUBMISSION	04.02.14
6	CITY SUBMISSION UPDATE	04.01.14
5	CITY OF HOBOKEN SUBMISSION	03.04.14
NO.	TO WHOM ISSUED	DATE

ISSUES

Architect and Principal
607 Four Seasons Drive
Wayne, New Jersey 07470

SITE PLAN DATA

Site plan data is taken from Hudson Tax Maps & from a site survey dated 02/20/2013 with revisions through 01/17/2014, prepared by:

CAULFIELD ASSOCIATES, LLC
157 Madison Street
Hoboken, New Jersey, 07030
P.L. Caulfield, Jr.

NJLIC # 24317

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

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

321 Newark Street
Hoboken, NJ 07030
Tel: 201 653 3373
Fax: 201 653 2642
NJ License #AI19320
NY License #073172

Zoning & Location Map
Property Survey
Project Information
Zoning Data

Date: July 15, 2014
Scale: 1/16" = 1'-0"
Drawn: BW
Checked: N
Description: Zoning

Z1

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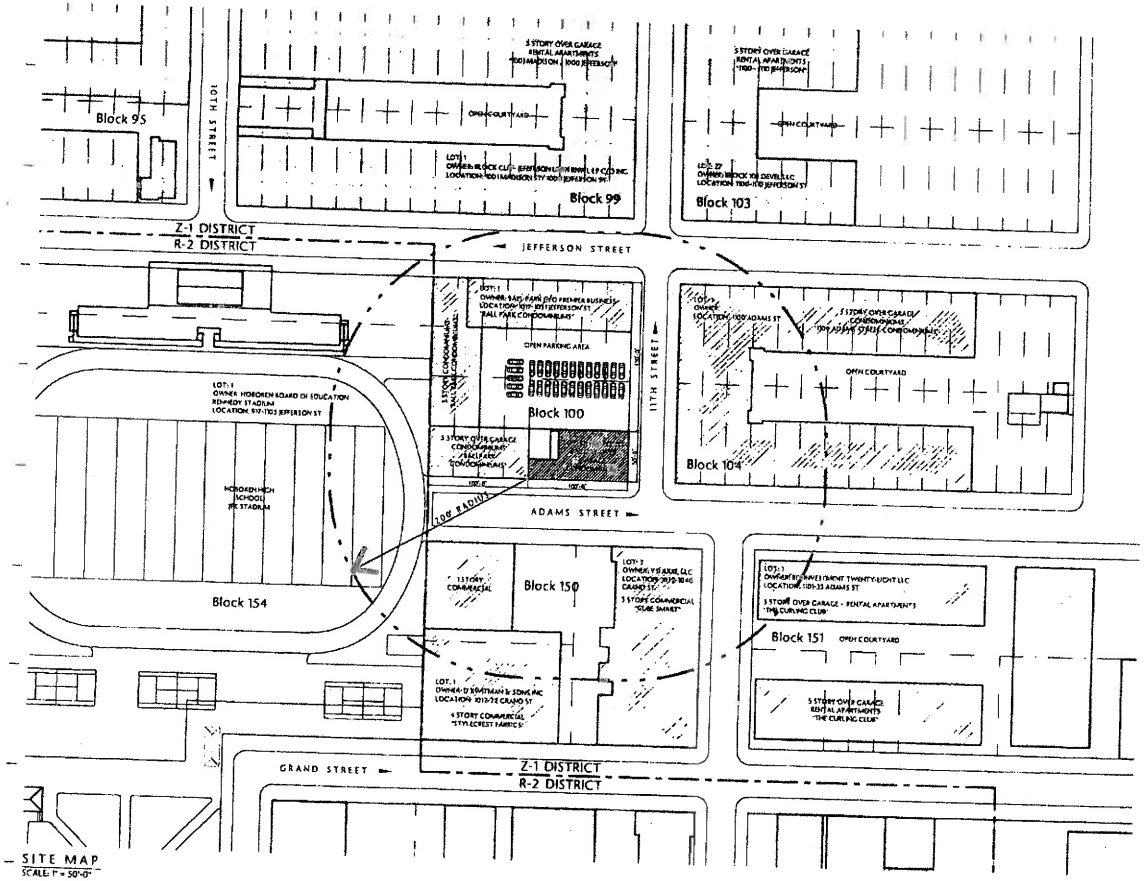

SITE MAP
SCALE: 1" = 50'-0"

OWNER AND ADDRESS REPORT

MARKER ON LOCATION MAP	BLOCK	LOT	PROPERTY OWNER	PROPERTY LOCATION
F1	99	1	CUFI - JEFFERSON LOFTS RENTAL LP C/O INC	1001 MADISON STY 1001 JEF
F2	99	1	CUFI - JEFFERSON LOFTS RENTAL LP C/O INC	1001 MADISON STY 1001 JEF
F3	100	1	SAFE PARK C/O PREMIER BUSINESS	1017-1021 JEFFERSON ST
F4	100	1	SAFE PARK C/O PREMIER BUSINESS	1017-1021 JEFFERSON ST
F5	100	1.01	PALMA PAZONALE LIMITED PARTNERSHIP	1001-08 ADAMS ST
F6	150	27.01	NIDCO 102 DEVEL LLC	1100-1110 JEFFERSON ST
F7	150	1.01	CHU YONG CAN & YONG SOON	1100 ADAMS ST
F8	150	1.01	CHU, KAM HOI	1100 ADAMS ST
F9	150	1.01	1100 ADAMS ADVOC LLC KOSLER ERB	1100 ADAMS ST

OWNER AND ADDRESS REPORT

MARKER ON LOCATION MAP	BLOCK	LOT	PROPERTY OWNER	PROPERTY LOCATION
F10	150	1.01	CHU, YONG CHUN & YOUNG SOON	1100 ADAMS ST
F11	150	1.01	MACCALUM, FAM FRIENDS C.E.	1100 ADAMS ST
F12	150	1.01	POVIROMO, JAIROO & JAROOMOI DEANTW	1100 ADAMS ST
F13	150	1.01	VAZIR, FAZIM	1100 ADAMS ST
F14	150	1.01	1100 ADAMS 206 LLC	1100 ADAMS ST
F15	150	1.01	SCHOOLER, SEAN	1100 ADAMS ST
F16	150	1.01	ARANO, ANITA & ELAINE TEE	1100 ADAMS ST
F17	150	1.01	UPIVINOV, MICHAEL S	1100 ADAMS ST
F18	150	1.01	CAMY, MICHAEL S & JENNIFER J COHN	1100 ADAMS ST
F19	150	1.01	LAKHANI, MAHESH	1100 ADAMS ST
F20	150	1.01	WOOD, SADRAB T & SHERMIT	1100 ADAMS ST
F21	150	1.01	WRIGHT, DOUGLAS & MARCY	1100 ADAMS ST
F22	150	1.01	MALIK, SHAH	1100 ADAMS ST
F23	150	1.01	CHMPT, DAVID J & LONI A	1100 ADAMS ST
F24	150	1.01	COX, MARY B	1100 ADAMS ST
F25	150	1.01	PUCK, MARK	1100 ADAMS ST
F26	150	1.01	CARDEL, TIFFANY	1100 ADAMS ST
F27	150	1.01	SAGAL, MORT	1100 ADAMS ST
F28	150	1.01	WEBB, DAVID	1100 ADAMS ST
F29	150	1.01	MOGHASSI, ARMINDAT & M NOWROOZI	1100 ADAMS ST
F30	150	1.01	MAYA, FRANCISCO CORCA	1100 ADAMS ST
F31	150	1.01	SALVATORE, ERVIN J	1100 ADAMS ST
F32	150	1.01	ABBATISTA, JENNIFER	1100 ADAMS ST
F33	150	1.01	WOOD, GEORGINA	1100 ADAMS ST
F34	150	1.01	SAKAMOTO, TAMAS	1100 ADAMS ST
F35	150	1.01	LEE, AH YIN	1100 ADAMS ST
F36	150	1.01	LEE, HYUNGANG	1100 ADAMS ST
F37	150	1.01	DE LA TORRE, ALEJANDRO JR & MARGOT	1100 ADAMS ST
F38	150	1.01	TYM, WILSON	1100 ADAMS ST
F39	150	1.01	REAGH, WILLIAM & MARGARET	1100 ADAMS ST
F40	150	1.01	CITRALO, YVONNE & BERNARDO	1100 ADAMS ST
F41	150	1.01	1110B, LLC	1100 ADAMS ST
F42	150	1.01	O'DONNELL, MEGAN	1100 ADAMS ST
F43	150	1.01	DAMM, YOSSI	1100 ADAMS ST
F44	150	1.01	MARTINE, JUDY & SOMPA	1100 ADAMS ST
F45	150	1.01	ELIA, PAMELA	1100 ADAMS ST
F46	150	1.01	SUPORTEL, MITT J & L C COOK	1100 ADAMS ST
F47	150	1.01	ALMAHAN, MAHMUD & SOONMI KANG	1101 ADAMS ST
F48	150	1.01	DOYLE, ROBERT A & P PENNFORTA	1102 ADAMS ST
F49	150	1.01	PRATA, WALTER JR	1102 ADAMS ST
F50	150	1.01	MAGNOLIA, SHENNYAZ	1102 ADAMS ST
F51	150	1.01	VALONE, WILLIAM & CORA	1103 ADAMS ST
F52	150	1.01	SAKAGARA, WILLIAM JOHN	1103 ADAMS ST
F53	150	1.01	GUICO, ELIZABETH	1103 ADAMS ST
F54	150	1.01	MATHEUS, FAM	1103 ADAMS ST
F55	150	1.01	NIPPERT, TRAN & AMBER	1103 ADAMS ST
F56	150	1.01	JIMENEZ, BERNARDO & RAMON MARCE	1103 ADAMS ST
F57	150	1.01	GARLO, CHRISTY C	1103 ADAMS ST
F58	150	1.01	MONTY, BRYAN J	1103 ADAMS ST
F59	150	1.01	HOOL, WILLIAM & AMY	1103 ADAMS ST
F60	150	1.01	TRAPP, SANDRA L	1103 ADAMS ST
F61	150	1.01	ISAAC, JEFFREY & MARYA C	1103 ADAMS ST
F62	150	1.01	PLEASE, ENRIQ	1103 ADAMS ST
F63	150	1.01	OSBORN, JENNIFER, ARTHUR & NANCY	1103 ADAMS ST
F64	150	1.01	MOCANCHOL, DAVID	1103 ADAMS ST
F65	150	1.01	FORT, AMY & MARCUS WEINGRO	1103 ADAMS ST
F66	150	1.01	BRIEA, AMANDA E	1103 ADAMS ST
F67	150	1.01	BAUERNS, TRAIN J R	1103 ADAMS ST
F68	150	1.01	MAIN, LYONG, WHA MIC NILE	1103 ADAMS ST
F69	150	1.01	JOH, YUJIN	1103 ADAMS ST
F70	150	1.01	CAMETO, WILLIAM J. JOHN & JACQUES	1103 ADAMS ST
F71	150	1.01	STROV, ANDREW	1103 ADAMS ST
F72	150	1.01	MALT, KAYLEN M	1103 ADAMS ST
F73	150	1.01	LANDRICK, MATTHEW	1103 ADAMS ST
F74	150	1.01	FARRELL, CHRISTOPHER & DIANA	1103 ADAMS ST
F75	150	1.01	BRIANO, KRIS ANN	1103 ADAMS ST
F76	150	1.01	JOYE, MICHAEL	1103 ADAMS ST
F77	150	1.01	HAWBRICH, KEN	1103 ADAMS ST
F78	150	1.01	MATHEUS, JEROME J & LYDIA S LEE	1103 ADAMS ST
F79	150	1.01	WONG, PETE & TINA	1103 ADAMS ST
F80	150	1.01	SAN MARTIN HOLDINGS LLC C/O TRIEN	1103 ADAMS ST
F81	150	1.01	SHIGNAL, JENNIFER & JAPIN	1103 ADAMS ST
F82	150	1.01	MARANO, GEORGE J	1103 ADAMS ST
F83	150	1.01	CIRLUK, MICHAEL & SALLY FAM	1103 ADAMS ST
F84	150	1.01	CHOY, EY JIM	1103 ADAMS ST
F85	150	1.01	MANN, JEFFREY M	1103 ADAMS ST
F86	150	1.01	CHU, YONG CHUN & YOUNG SOON	1103 ADAMS ST
F87	150	1.01	SAHU, RAM DUE	1103 ADAMS ST
F88	150	1.01	1100 ADAMS ADVOC LLC/ WYMAN ZHO	1103 ADAMS ST
F89	150	1.01	ABEL, IRVIN & VIRGINIA GONZALEZ	1103 ADAMS ST
F90	150	1.01	MACCALUM, FAM FRIENDS	1103 ADAMS ST
F91	150	1.01	POVIROMO, JAIROO & JAROOMOI DEANTW	1103 ADAMS ST
F92	150	1.01	VAZIR, FAZIM	1103 ADAMS ST
F93	150	1.01	1100 ADAMS 308 LLC	1103 ADAMS ST
F94	150	1.01	SCHOOLER, SEAN	1103 ADAMS ST
F95	150	1.01	ARANO, ANITA & ELAINE TEE	1103 ADAMS ST
F96	150	1.01	UPIVINOV, MICHAEL S	1103 ADAMS ST
F97	150	1.01	CAMY, MICHAEL S & JENNIFER J COHN	1103 ADAMS ST
F98	150	1.01	LAKHANI, MAHESH	1103 ADAMS ST
F99	150	1.01	WOOD, SADRAB T & SHERMIT	1103 ADAMS ST
F100	150	1.01	WRIGHT, DOUGLAS & MARCY	1103 ADAMS ST
F101	150	1.01	MALIK, SHAH	1103 ADAMS ST
F102	150	1.01	CHMPT, DAVID J & LONI A	1103 ADAMS ST
F103	150	1.01	COX, MARY B	1103 ADAMS ST
F104	150	1.01	PUCK, MARK	1103 ADAMS ST
F105	150	1.01	CARDEL, TIFFANY	1103 ADAMS ST
F106	150	1.01	SAGAL, MORT	1103 ADAMS ST
F107	150	1.01	WEBB, DAVID	1103 ADAMS ST
F108	150	1.01	MOGHASSI, ARMINDAT & M NOWROOZI	1103 ADAMS ST
F109	150	1.01	MAYA, FRANCISCO CORCA	1103 ADAMS ST
F110	150	1.01	SALVATORE, ERVIN J	1103 ADAMS ST
F111	150	1.01	ABBATISTA, JENNIFER	1103 ADAMS ST
F112	150	1.01	WOOD, GEORGINA	1103 ADAMS ST
F113	150	1.01	SAKAMOTO, TAMAS	1103 ADAMS ST
F114	150	1.01	LEE, AH YIN	1103 ADAMS ST
F115	150	1.01	LEE, HYUNGANG	1103 ADAMS ST
F116	150	1.01	DE LA TORRE, ALEJANDRO JR & MARGOT	1103 ADAMS ST

REVISIONS		
NO	DESCRIPTION	DATE
1	CITY COUNCIL SUBMISSION	07.22.14
2	CITY SUBMISSION UPDATE	09.17.14
3	CITY OF HOBOKEN SUBMISSION	12.04.14
NO.	THE SHOW ISSUED	DATE

ISSUES

OWNER
Hudson Tower Partnership
867 Four Stripes Drive
Wayne, New Jersey 07470

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

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

321 Newark Street
Hoboken, NJ 07030
Tel 201 653 3322
Fax 201 653 2642
NJ License #AI11884
NY License #093574

Site Map
200' Property Owner List

Date: July 21, 2014
Scale: as noted
Drawn: DM
Checked: N
Project Number: 1014.06

Z2

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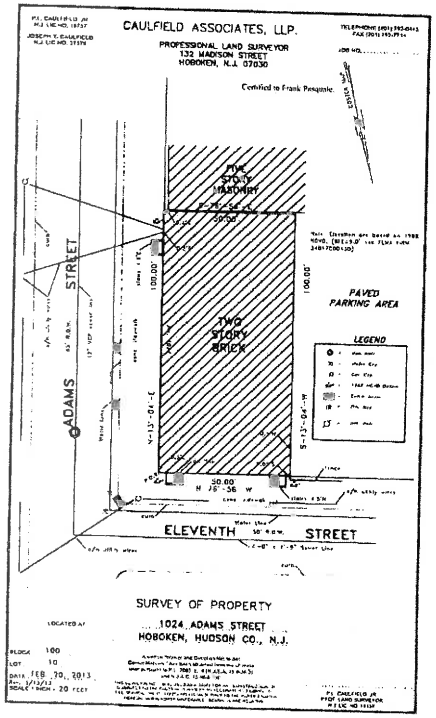

EXISTING SITE SURVEY
SCALE: AS NOTED

REVISIONS

NO.	DESCRIPTIONS	DATE
3	CITY COUNCIL SUBMISSION	04.03.14
2	CITY SUBMISSION UPDATE	04.01.14
1	CITY OF HOBOKEN SUBMISSION	12.04.13
NO.	TO WHOM ISSUED	DATE

ISSUES

FK Leonard Family Partnership
607 Four Scenic Drive
Wayne, New Jersey 07470
OWNER

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030

Block 100 - Lot 10

Nastasi Architects

321 Newark Street
Hoboken, NJ 07030
Tel 201 653 2577
Fax 201 653 2447
NJ License #AI17138
NY License #027577

Site Map
Zoning Info
Owner Address Report

Z3

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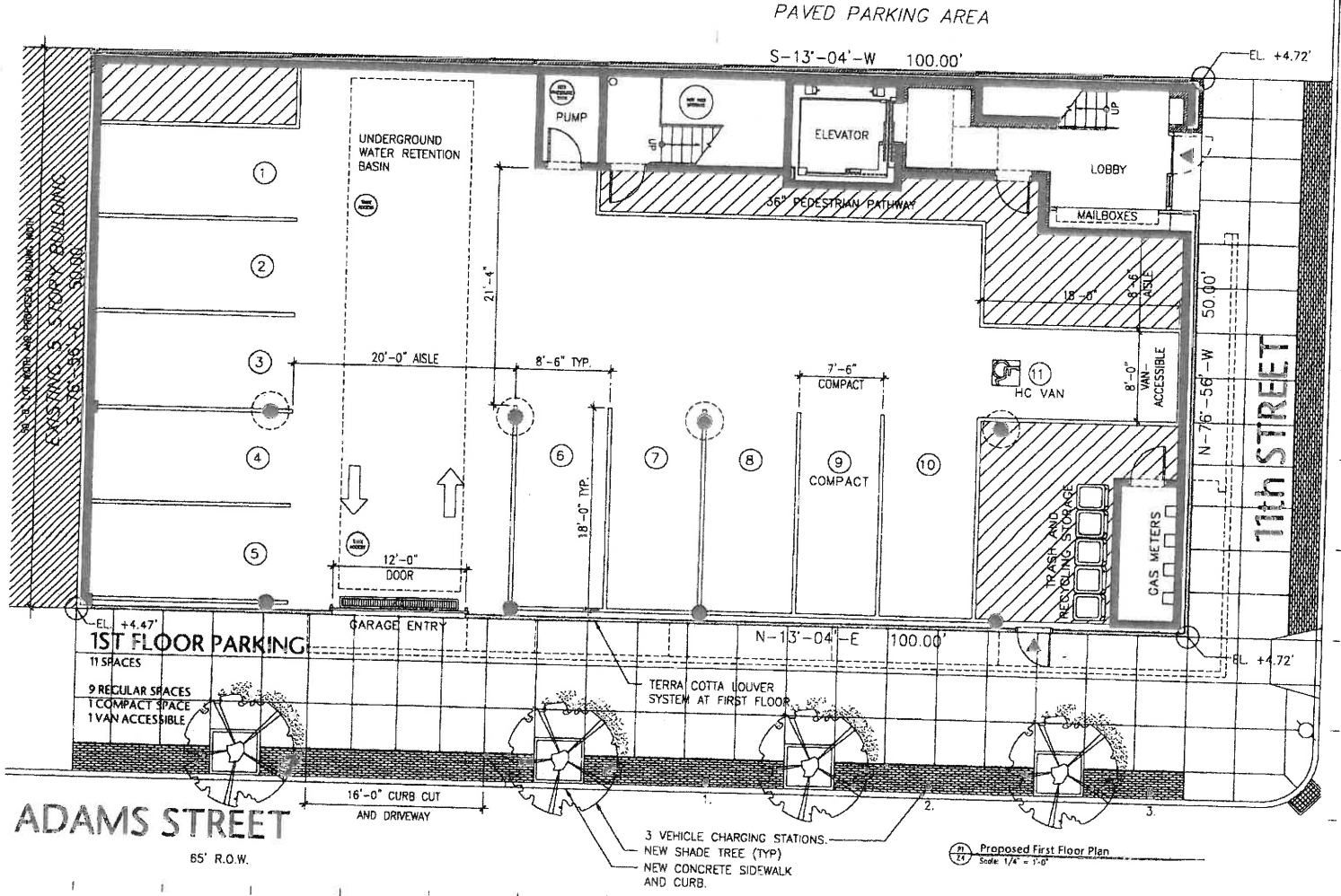

REVISIONS

NO.	DESCRIPTION	DATE
3	CITY COMMENTS, PLANNING BOARD	09.05.14
4	CITY SUBMISSION UPDATE	04.01.14
5	CITY OF HOBOKEN SUBMISSION	12.06.13
NO.	IN WORK SINCE	DATE

ISSUES

11th Limited Family Partnership
407 Paul Sarconi Drive
Wayne, New Jersey 07470

OWNER

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030

Block 100 - Lot 10

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

321 Newark Street
Hoboken, NJ 07030
Tel: 201.653.2577
Fax: 201.653.2642
NJ License: AR13560
NY License: 026154

Proposed Floor Plans:
First Floor Plan

Date: July 15, 2014
Scale: As noted
Drawn: BM
Checked: A
Project Number: 2014-10

Z4

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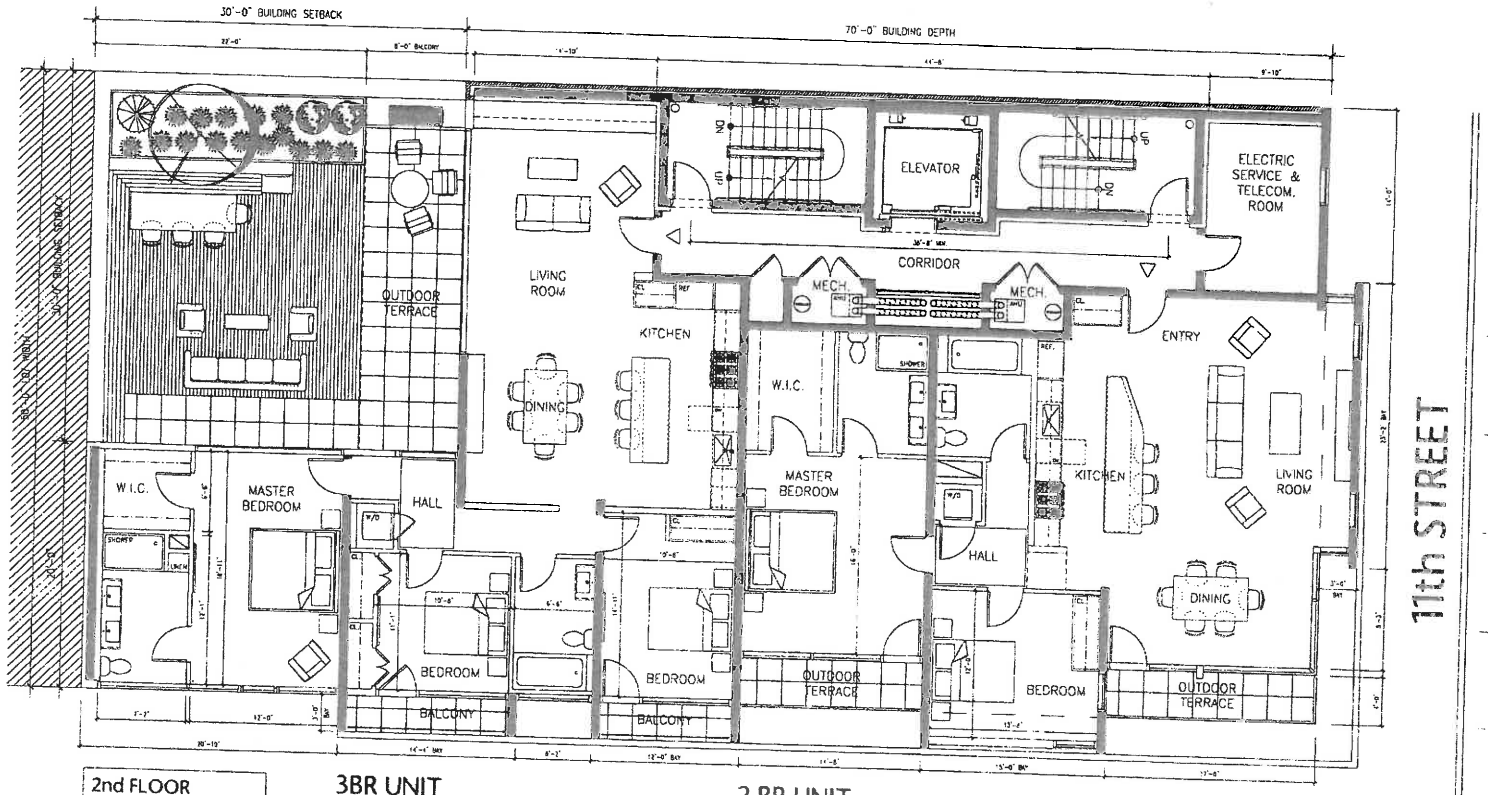

2nd FLOOR

4,100 SF GROSS BUILDING AREA

- 82% BUILDING COVERAGE
- 100% LOT COVERAGE

3BR UNIT

3 BR - 2 BA
1,510 SF INTERIOR
885 SF TERRACE/BALCONY

2,395 SF TOTAL

2 BR UNIT

2 BR - 2 BA
1,420 SF INTERIOR
115 SF TERRACE/BALCONY

1,535 SF TOTAL

P2 / Z5 Proposed Second Floor Plan
Scale: 1/4" = 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY ISSUES SUBMITTAL	04.01.14
2	CITY SUBMITTAL UPDATE	04.07.14
3	CITY OF HOBOKEN SUBMITTAL	FEBR 15

NO	ITEM ISSUED	DATE

ISSUES

Hillmeadow Partnership
107 Four Seasons Drive
Wayne, New Jersey 07470
OWNER

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

Nastasi Architects

Proposed Floor Plans:
Second Floor Plan

Z5

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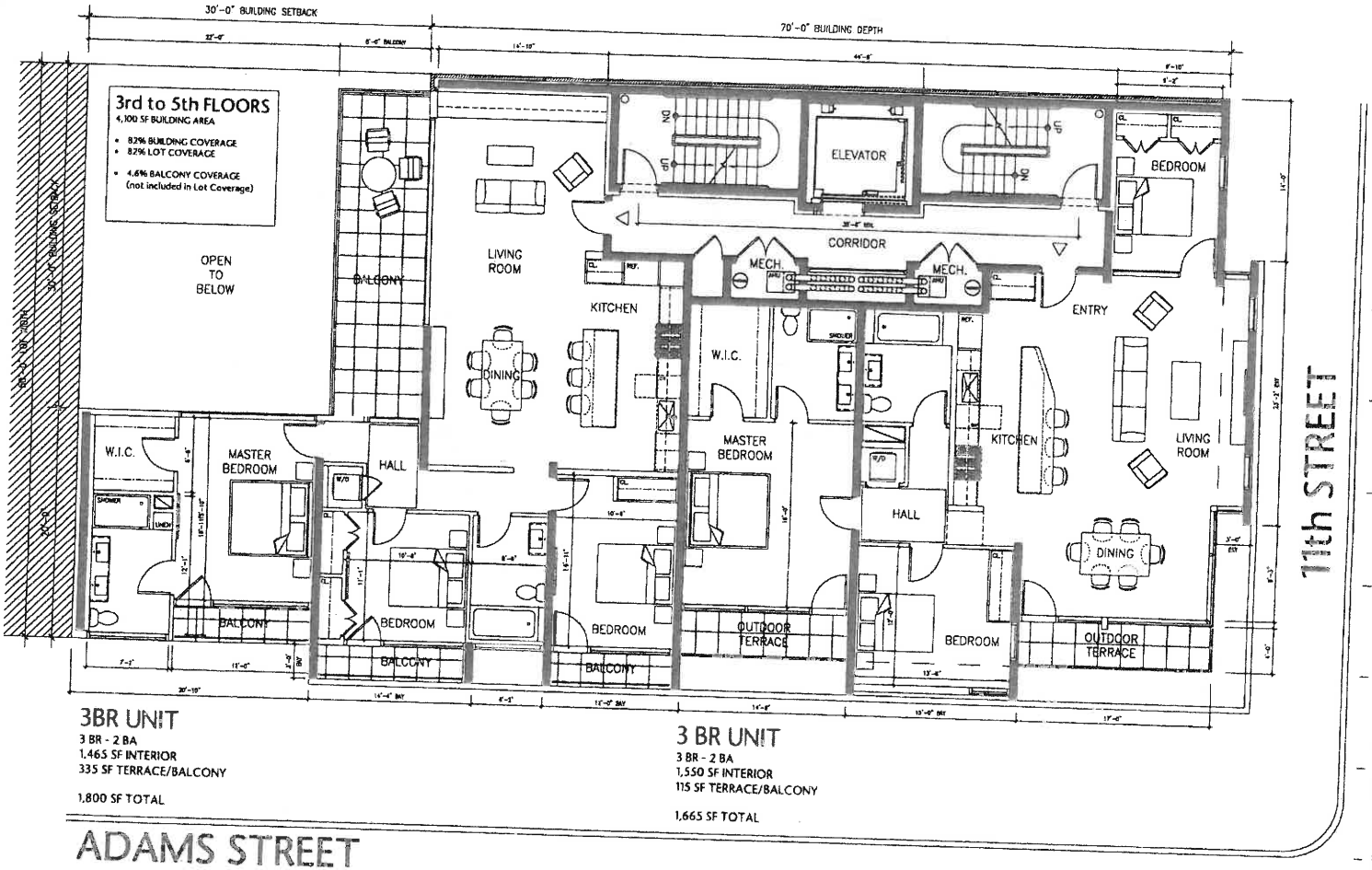

3BR UNIT
3 BR - 2 BA
1,465 SF INTERIOR
335 SF TERRACE/BALCONY

1,800 SF TOTAL

3 BR UNIT
3 BR - 2 BA
1,550 SF INTERIOR
115 SF TERRACE/BALCONY

1,665 SF TOTAL

P3 Z6 Proposed 3rd through 5th Floor Plans
Scale: 1/4" = 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE
7	CITY COUNCIL RESUBMISSION	04.02.14
6	CITY SUBMISSION REVISE	04.02.14
5	CITY SP HOUSING SUBMISSION	12.06.13
NO.	TO WHOM ISSUED	DATE

ISSUES

11th Street Lofts
461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

Proposed Floor Plans:
3rd through 5th Floors

Z6

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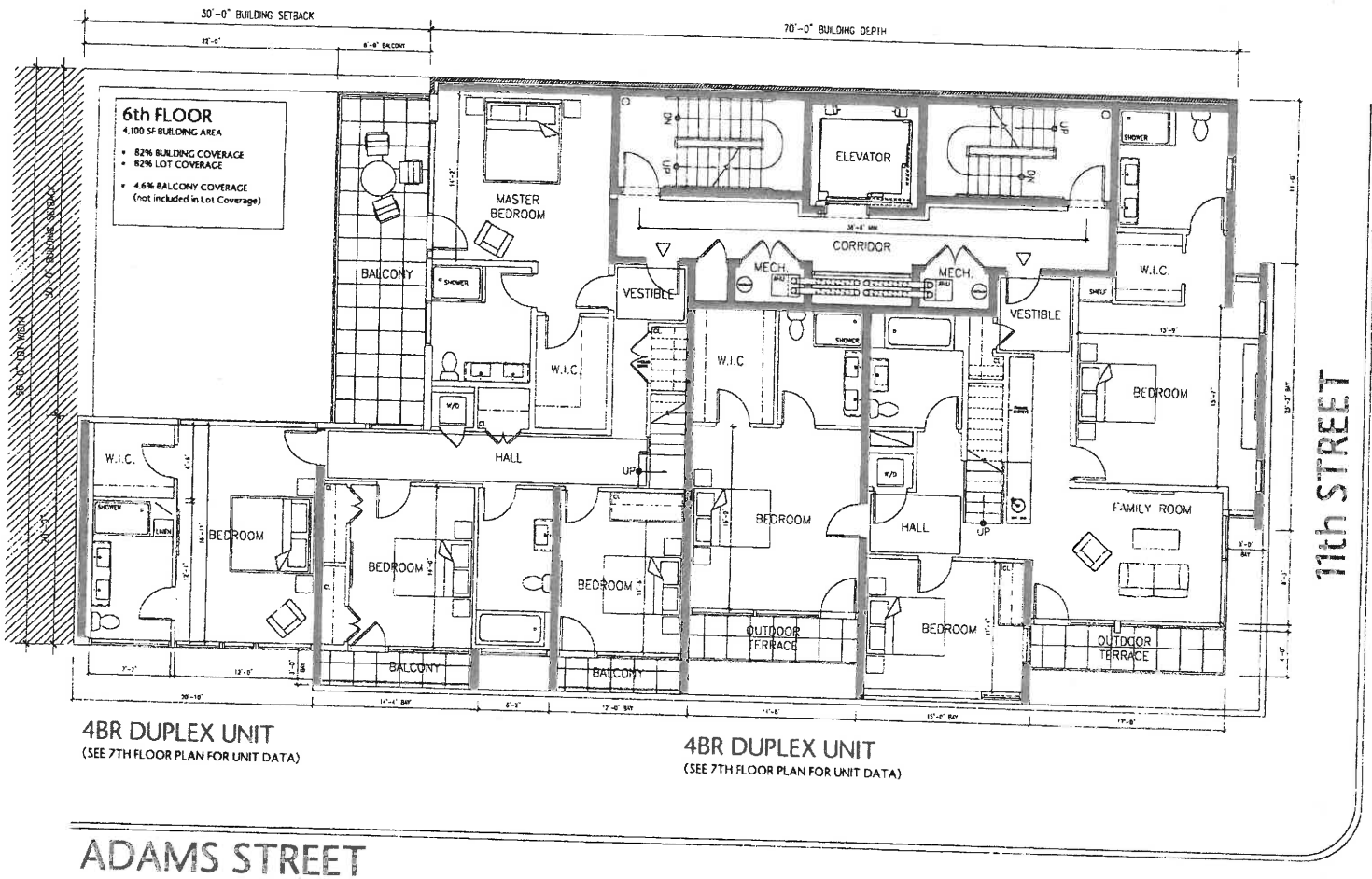

P4 Z7 Proposed 6th Floor Plan
Scale: 1/4" = 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY COUNCIL SUBMISSION	04.02.14
2	CITY SUBMISSION UPDATE	04.07.14
3	CITY OF HOBOKEN SUBMISSION	12.04.13

NO.	PZ WORK SESSION	DATE
	ISSUES	

Owner
Hoboken Family Partnership
603 Four Seasons Drive
Wayne, New Jersey 07470

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

Dalessi Architects

321 Newark Street
Hoboken, NJ 07030
Tel: 201.433.2327
Fax: 201.451.2842
NJ License #AI19528
NY License #0171374

Proposed Floor Plans:
6th Floor Plan

Date
Scale
Drawn
Checked
Project No.

Z7

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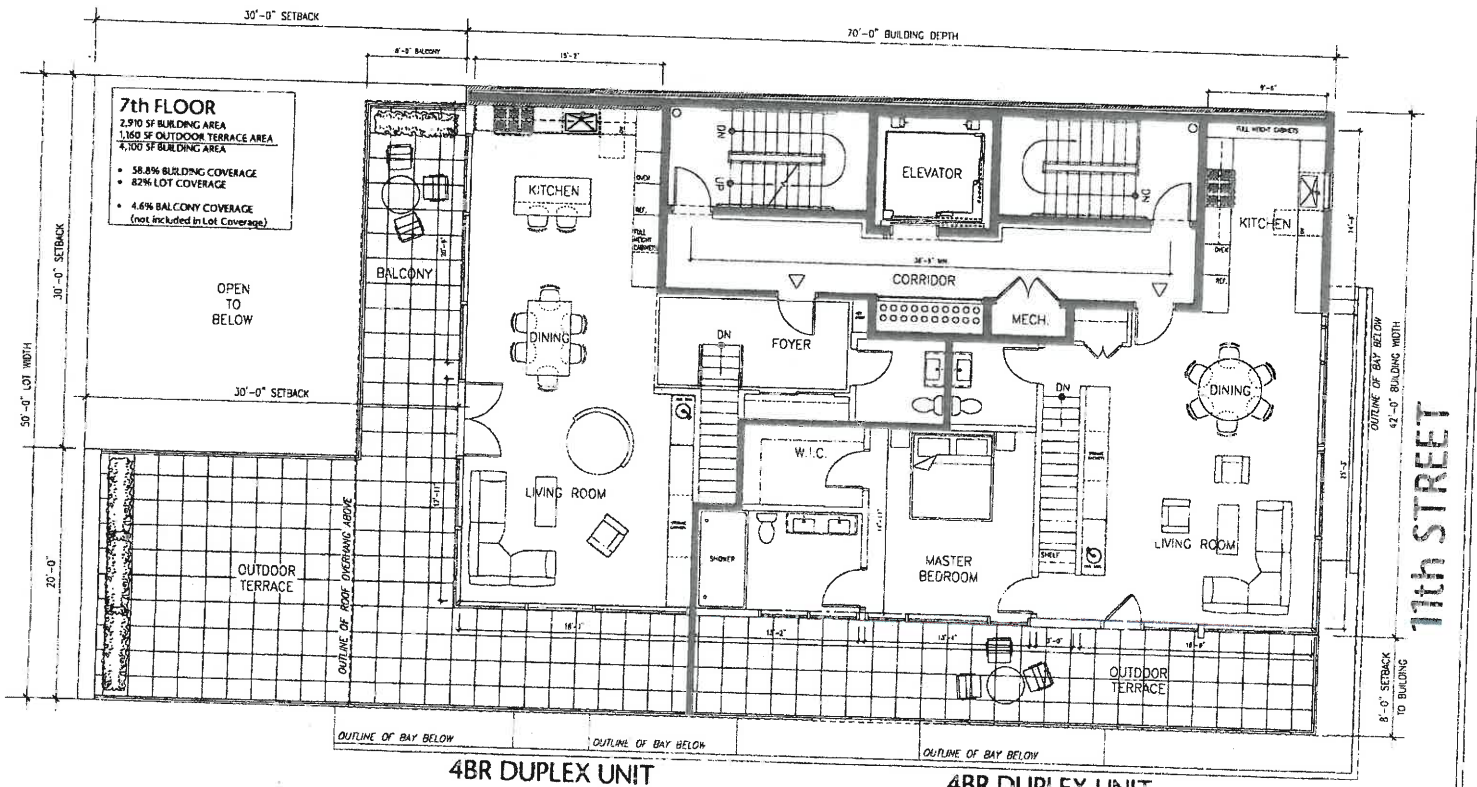

4BR DUPLEX UNIT

6TH FLOOR - 4 BR - 3BA
1505 SF INTERIOR
335 SF TERRACE/BALCONY
1,840 SF TOTAL

7TH FLOOR- 0.5 BA
895 SF INTERIOR
940 SF TERRACE/BALCONY
1,835 SF TOTAL

DUPLEX TOTAL - 4 BR - 3.5 BA
2400 SF INTERIOR TOTAL
1280 SF TERRACE/BALCONY TOTAL
3680 SF TOTAL

4BR DUPLEX UNIT

6TH FLOOR- 3BR - 3 BA
1560 SF INTERIOR
115 SF TERRACE/BALCONY
1,675 SF TOTAL

7TH FLOOR- 1BR - 1.5 BA
1125 SF INTERIOR
405 SF TERRACE/BALCONY
1,530 SF TOTAL

DUPLEX TOTAL - 4 BR - 4.5 BA
2685 SF INTERIOR TOTAL
520 SF TERRACE/BALCONY TOTAL
3205 SF TOTAL

ADAMS STREET

P5 / Z8 Proposed 7th Floor Plan
Scale: 1/4" = 1'-0"

REVISIONS

NO.	DESCRIPTIONS	DATE
2	CITY COUNCIL SUBMISSION	04.03.14
4	CITY SUBMISSION UPDATE	03.05.14
3	CITY OF HOBOKEN SUBMISSION	12.04.13
NO.	TO SHOW ISSUED	DATE

ISSUES

JP Limited Family Partnership
907 Four Seasons Drive
Wayne, New Jersey 07470

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

Proposed Floor Plans:
7th Floor Plan

Z8

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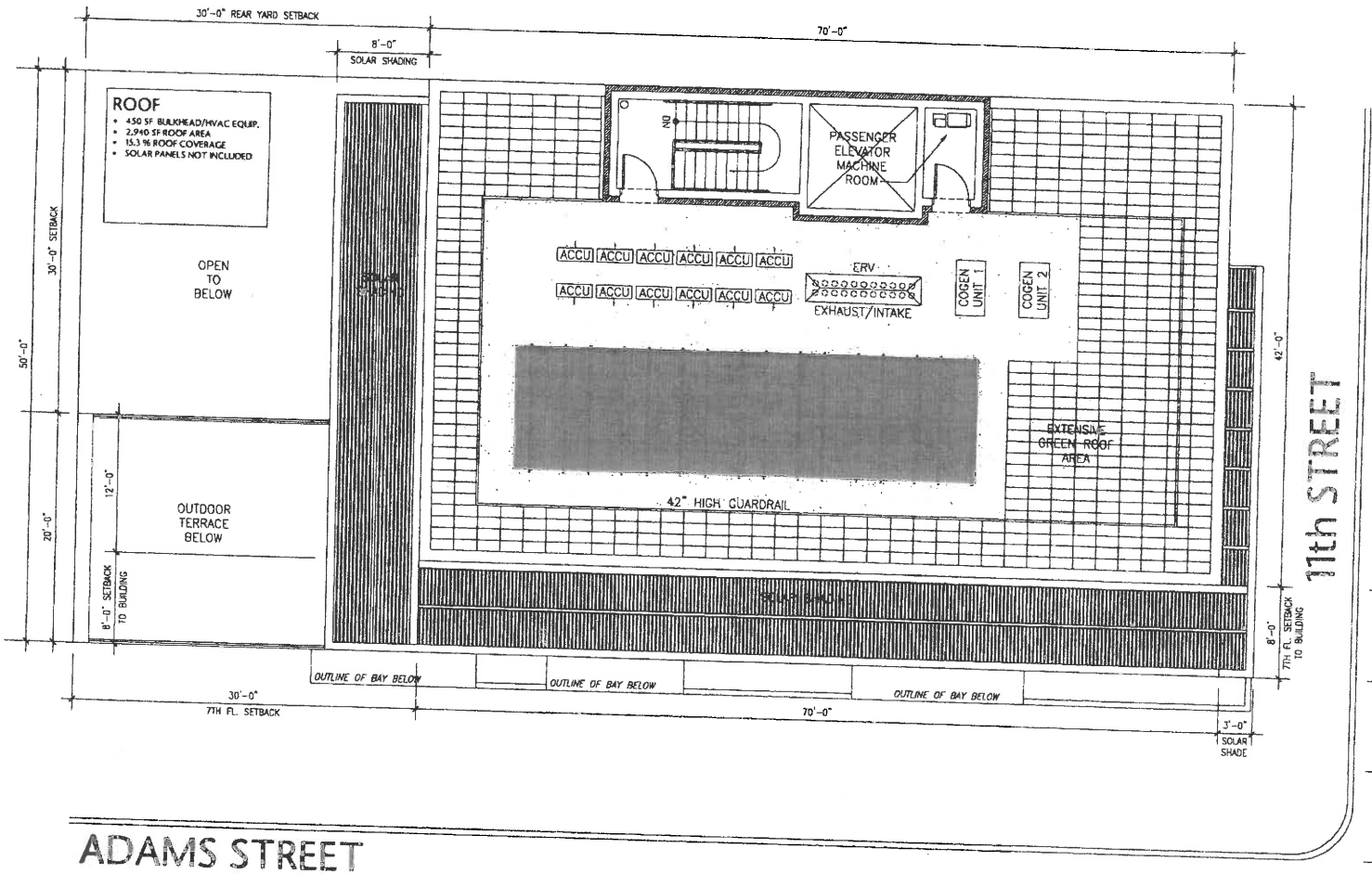

P6 Z9 Proposed Roof Plan
Scale: 1/4" = 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE
7	CITY COMMENTS SUBMISSION	04.03.14
6	CITY SUBMISSION UPDATE	04.03.14
5	CITY OF HOBOKEN SUBMISSION	12.06.13
NO.	TO WHOM ISSUED	DATE

ISSUES

Prepared for Family Partnership
400 Four Seasons Drive
Wayne, New Jersey 07470

DRAWER

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

nastasi architects

221 Newark Street
Hoboken, NJ 07030
Tel: 201.653.7377
Fax: 201.653.2642
NJ License #AI11850
NY License #029574

Proposed Roof Plan

Date: July 22, 2014
Scale: 1/4" = 1'-0"
Drawn: SMM
Checked: JN
Drawing number: 2013-04

Z9

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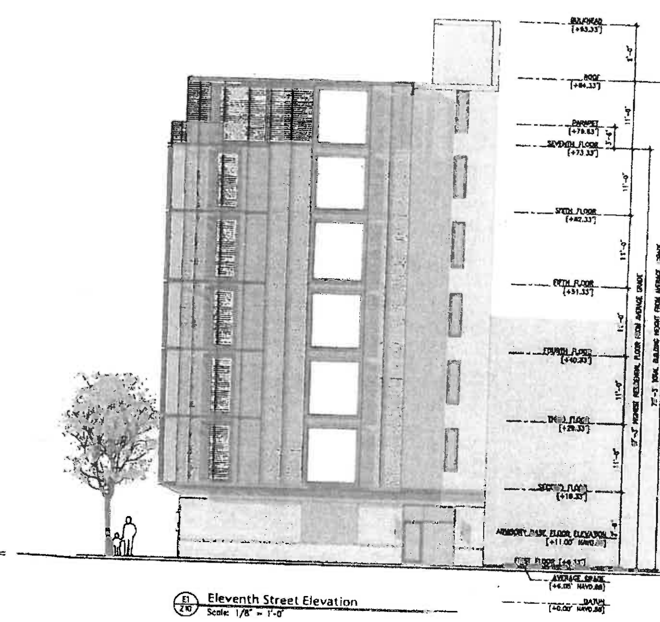
REVISIONS		
NO.	DESCRIPTION	DATE
7	CITY COUNCIL SUBMISSION	04.03.14
6	CITY SUBMISSION UPDATE	04.01.14
5	CITY OF HOBOKEN SUBMISSION	12.04.13
NO.	TO WHOM ISSUED	DATE
	ISSUES	

FP Limited Family Partnership — OWNER
807 Four Seasons Drive
Wayne, New Jersey 07470

E2 / Z10 Adams Street Elevation
Scale: 1/8" = 1'-0"



E1 / Z10 Eleventh Street Elevation
Scale: 1/8" = 1'-0"

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 · Lot 10

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

321 Newark Street
Hoboken, NJ 07030
Tel 201 653 7577
Fax 201 653 2642
NJ License
NY License

Building Elevations

Date
Scale
Drawn
Checked
Project Number

Z10

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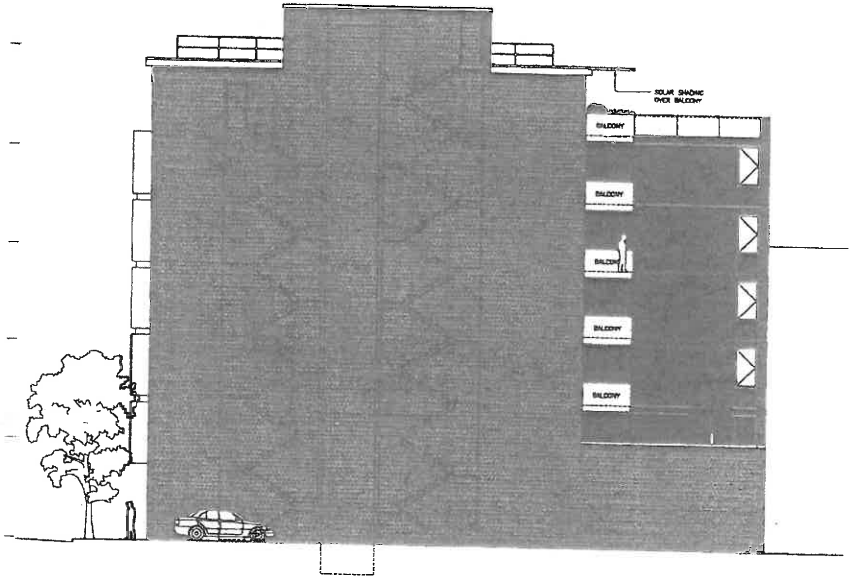
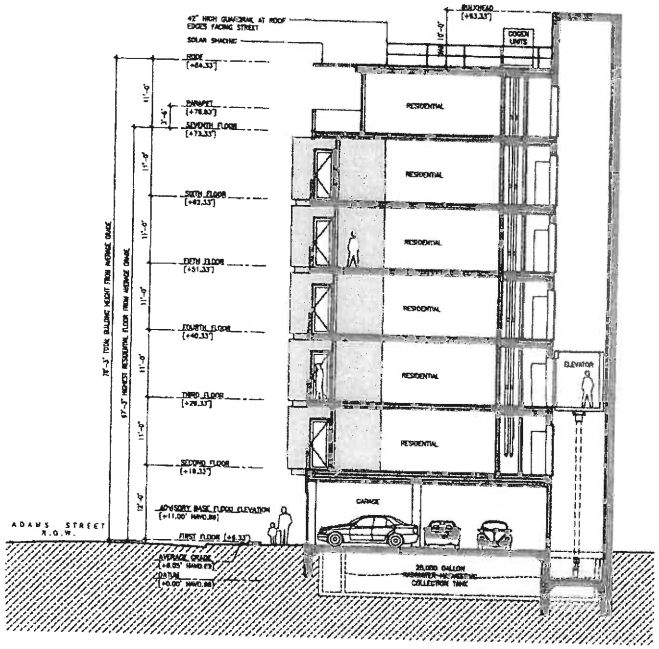


E3 / Z11 West Parking Area Elevation
Scale: 1/8" = 1'-0"



S1 / Z11 Building Section
Scale: 1/8" = 1'-0"

REVISIONS

NO.	DESCRIPTION	DATE
1	CITY COMMENTS INCORPORATED	04.03.14
2	CITY SUBMISSION UPDATE	06.01.14
3	CITY OF HOBOKEN SUBMISSION	12.04.13
0A	90 DAYS COMMENTS	0000

ISSUES

TK Limited Family Partnership
807 Four Seasons Drive
Wayne, New Jersey 07470
OWNER

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

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

321 Newark Street
Hoboken, NJ 07030
Tel 201 653 2377
Fax 201 653 2643
NJ License #AI13528
NY License #027137

West Elevation
Building Section

Date: July 21, 2014
Scale: As - 1.0
Drawn: MM
Checked: JN
Project Number: 1100-10

Z11

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EXHIBIT D

Narrative Project Description

Narrative Description of Project

Owner shall develop the Project Premises into a seven (7) story, ten (10) unit residential building including eleven (11) parking spaces. The residential building will be a state of the art, environmentally friendly structure. Passive and active solar elements shall be incorporated (see Revised Site Plans for more detail). Most notably, the owner shall incorporate natural gas cogeneration for power and heating, and obtain LEED Goldand Passive House Certification[1].

In the event of power loss due to weather events or for any other reason, the building will, because of the cutting edge designs, maintain power to service the building.

Components of Project

A. Ten (10) Market Rate Residential Units
B. Setbacks:
   Front: 0, Side 1: 0, Side 2: 0, Rear Yard: 0
C. Building Height: (feet) 79, Building Height: (stories) 7
D. Lot Coverage: 4.70
E. Commercial / Office Area (sq. ft.): 0
F. Commercial / Retail Area (sq. ft.): 0
G. Accessory Parking (# spaces): 11
H. Public Parking (# spaces): 0
I. Schedule for Construction /Completion: 18 months from Issuance of Building Permits

[1] Redeveloper believes that this Project will be the first multi-family residential building in the State of New Jersey to obtain Passive House Certification.

LÓRIEN LOFTS

461 11th Street, Hoboken, NJ

The Lórien Lofts is an innovative 21st 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 Gold: 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 Gold and Passive House.

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

- GOAL OF LEED BD+C Gold 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 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_2 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

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 powers 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.

- 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.

EXHIBIT E

Goals and Commitments by Redeveloper

Date: July 25, 2014

COMMITMENTS OF LORIEN LOFTS TO CONSTRUCTION PROJECT

1. Incorporate all requirements in construction of project to obtain Passive House Certification from Passive House Institute of Germany;

2. Incorporate all requirements in construction of project to obtain L.E.E.D. Gold Certification;

3. Install combined heat and power system (commonly referred to as co-generation);

4. Use a white roof a/k/a "cool roof" coating on roof to reduce energy consumption;

5. Install solar panels on roof;

6. Incorporate grey water recycling system and on site rainwater storage;

7. Install interior electric vehicle chargers;

8. Install bike rack.

ADDITIONAL GOALS THAT ARE NOT COMMITMENTS

1. Apply for L.E.E.D Platinum Certification;

2. Apply for Energy Star Building Certification

EXHIBIT F

Project Schedule

Lorien Lofts Project Schedule

Event	*Completion Date*
Filing of Pre-Application to Director of Community Affairs for Consistency Determination	One (1) Month from City City Council Approval
Filing of Application for Municipal Site Plan Approval	Two (2) months after final Consistency Determination
Filing of Application for Building Permits	Two (2) months after obtaining all Government Approvals
Obtain Response Action Outcome (if applicable)	Three (3) months after obtaining all Government Approvals
Demolition and Commencement of Construction	Three (3) months after obtaining all Government Approvals
Completion of Construction	Eighteen (18) months after Issuance of Building Permits
Obtain Approval from the Department of Community Affairs	Nineteen (19) months after Issuance of Building Permits
Filing for Certificate of Occupancy	Nineteen (19) months after Issuance of Building Permits

Passive House Certification	Twenty Four (24) months after Issuance of Building Permits
Filing for Certificate of Completion	Twenty Six (26) months after Issuance of Building Permits

EXHIBIT G

LEED Gold Components/Checklist

LEED 2009 for New Construction and Major Renovations

Project Checklist

461 11th Street
Hoboken, NJ

21 | 4 | 1 Sustainable Sites — Possible Points: 26

Y	?	N			
Y			Prereq 1	Construction Activity Pollution Prevention	
1			Credit 1	Site Selection	1
5			Credit 2	Development Density and Community Connectivity	5
		1	Credit 3	Brownfield Redevelopment	1
6			Credit 4.1	Alternative Transportation—Public Transportation Access	6
1			Credit 4.2	Alternative Transportation—Bicycle Storage and Changing Rooms	1
3			Credit 4.3	Alternative Transportation—Low-Emitting and Fuel-Efficient Vehicles	3
2			Credit 4.4	Alternative Transportation—Parking Capacity	2
	1		Credit 5.1	Site Development—Protect or Restore Habitat	1
	1		Credit 5.2	Site Development—Maximize Open Space	1
1			Credit 6.1	Stormwater Design—Quantity Control	1
	1		Credit 6.2	Stormwater Design—Quality Control	1
1			Credit 7.1	Heat Island Effect—Non-roof	1
1			Credit 7.2	Heat Island Effect—Roof	1
	1		Credit 8	Light Pollution Reduction	1

8 | 2 | Water Efficiency — Possible Points: 10

Y			Prereq 1	Water Use Reduction—20% Reduction	
4			Credit 1	Water Efficient Landscaping	2 to 4
2			Credit 2	Innovative Wastewater Technologies	2
2	2		Credit 3	Water Use Reduction	2 to 4

16 | 19 | Energy and Atmosphere — Possible Points: 35

Y			Prereq 1	Fundamental Commissioning of Building Energy Systems	
Y			Prereq 2	Minimum Energy Performance	
Y			Prereq 3	Fundamental Refrigerant Management	
10	9		Credit 1	Optimize Energy Performance	1 to 19
3	4		Credit 2	On-Site Renewable Energy	1 to 7
	2		Credit 3	Enhanced Commissioning	2
	2		Credit 4	Enhanced Refrigerant Management	2
1	2		Credit 5	Measurement and Verification	3
2			Credit 6	Green Power	2

4 | 10 | Materials and Resources — Possible Points: 14

Y			Prereq 1	Storage and Collection of Recyclables	
	3		Credit 1.1	Building Reuse—Maintain Existing Walls, Floors, and Roof	1 to 3
	1		Credit 1.2	Building Reuse—Maintain 50% of Interior Non-Structural Elements	1
2			Credit 2	Construction Waste Management	1 to 2
	2		Credit 3	Materials Reuse	1 to 2

Materials and Resources, Continued

Y	?	N			
2			Credit 4	Recycled Content	1 to 2
	2		Credit 5	Regional Materials	1 to 2
	1		Credit 6	Rapidly Renewable Materials	1
	1		Credit 7	Certified Wood	1

7 | 8 | Indoor Environmental Quality — Possible Points: 15

Y			Prereq 1	Minimum Indoor Air Quality Performance	
Y			Prereq 2	Environmental Tobacco Smoke (ETS) Control	
	1		Credit 1	Outdoor Air Delivery Monitoring	1
	1		Credit 2	Increased Ventilation	1
1			Credit 3.1	Construction IAQ Management Plan—During Construction	1
	1		Credit 3.2	Construction IAQ Management Plan—Before Occupancy	1
1			Credit 4.1	Low-Emitting Materials—Adhesives and Sealants	1
1			Credit 4.2	Low-Emitting Materials—Paints and Coatings	1
	1		Credit 4.3	Low-Emitting Materials—Flooring Systems	1
	1		Credit 4.4	Low-Emitting Materials—Composite Wood and Agrifiber Products	1
	1		Credit 5	Indoor Chemical and Pollutant Source Control	1
1			Credit 6.1	Controllability of Systems—Lighting	1
1			Credit 6.2	Controllability of Systems—Thermal Comfort	1
1			Credit 7.1	Thermal Comfort—Design	1
	1		Credit 7.2	Thermal Comfort—Verification	1
	1		Credit 8.1	Daylight and Views—Daylight	1
1			Credit 8.2	Daylight and Views—Views	1

6 | Innovation and Design Process — Possible Points: 6

1			Credit 1.1	Exemplary Performance - Heat Island Efffect Non-Roof	1
1			Credit 1.2	Exemplary Performance - Alternative Transportation - Public Transportation	1
1			Credit 1.3	Innovation in Design: Green Cleaning & Maintenance	1
1			Credit 1.4	Innovation in Design: Solid Waste Management	1
1			Credit 1.5	Exemplary Performance - Green Power Purchase	1
1			Credit 2	LEED Accredited Professional	1

3 | 1 | Regional Priority Credits — Possible Points: 4

1			Credit 1.1	Regional Priority: On-site Renewable Energy	1
1			Credit 1.2	Regional Priority: Stormwater Design - Quantity Control	1
1			Credit 1.3	Regional Priority: Innovative Wastewater technologies	1
	1		Credit 1.4	Regional Priority: To be determined	1

65 | 44 | 1 Total — Possible Points: 110

Certified 40 to 49 points Silver 50 to 59 points Gold 60 to 79 points Platinum 80 to 110

Passive House Institute

Passive House Institute
Dr. Wolfgang Feist
Rheinstraße 44/46
64283 Darmstadt
Germany
www.passivehouse.com

Certified Passive House

Certification criteria for residential Passive House buildings

Passive Houses are buildings in which comfortable indoor conditions can be achieved throughout the year with minimum energy expenditure. Passive Houses must meet very stringent requirements regarding both their design and construction. Passive Houses are certified based on a thorough quality check of their design. The certification criteria that apply for residential buildings are described below (criteria for non-residential buildings can be found at www.passivehouse.com).

1. Certification criteria

Heating

Specific space heating demand ≤ 15 kWh/(m²a)

or alternatively: heating load ≤ 10 W/m²

Cooling[1] (including dehumidification[2])

Total cooling demand ≤ 15 kWh/(m²a) + 0.3 W/(m²aK) · DDH

or alternatively: cooling load ≤ 10 W/m²

AND cooling demand ≤ 4 kWh/(m²aK) · ϑ_e + 2 · 0.3 W/(m²aK) · DDH – 75 kWh/(m²a)
but not greater than: 45 kWh(m²a) + 0.3 W/(m²aK) · DDH

Primary energy

Specific primary energy demand for heating, cooling, hot water, auxiliary electricity, domestic and common area electricity ≤ 120 kWh/(m²a)

Airtightness

Pressure test result, n_{50} ≤ 0.6 h^{-1}

---

1 The criteria for cooling and dehumidification apply provisionally and may possibly have to be adapted with advances in knowledge. The requirements applicable for each building are calculated automatically in the PHPP ("Verification" Sheet).
ϑ_e: Annual mean outdoor temperature in °C
DDH: Dry degree hours (time integral of the difference between the dew-point temperature and the reference temperature of 13 °C throughout all periods during which this difference is positive)

2 The partial requirement for dehumidification is described by the term '0.3 W/(m²aK) · DDH'.

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The entire building envelope, e.g. a row of terraced houses or an apartment block, must be taken into account for calculation of the specific values. An overall calculation or average values based on the TFA of several partial areas can be used to verify this. The combination of thermally separated buildings is not permissible.

Apart from this, individual terraced houses or semi-detached houses as well as partial renovations or extensions may be certified separately if the part under consideration has at least one exterior wall, one roof surface and a floor slab or basement ceiling.

The criteria must be verified using the latest version of the Passive House Planning Package. However, transfer of data to a newer PHPP version published when the project is already under way is not necessary. The monthly method is used for the specific heating demand. The reference value is the treated floor area (TFA) which is calculated as described in the latest version of the PHPP User Guide.

Besides being highly energy efficient, Passive Houses also offer an optimum standard of thermal comfort, a high level of user satisfaction and damage-free buildings. If there is any uncertainty regarding one of these aspects, this must be clarified before a certificate can be issued. The following are generally required for this: openable windows in all living areas, a low overheating frequency (≤ 10 % of the hours in a given year over 25 °C) as well as user-adjustable ventilation volume flow rates and indoor temperatures.

For certification, the valid Certification Criteria (available at www.passivehouse.com) apply and take precedence over the calculation methodology described in the PHPP User Guide and the PHPP application software, which shall apply subordinately.

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EXHIBIT I

Insurance – Minimum Policy Limits/Requirements

Insurance Coverage	Limits
1. Workers Compensation	Statutory
2. Employer's Liability	Statutory or $1,000,000 by accident, $1,000,000 by disease, each employee, $1,000,000 by disease, all employees, whichever is greater
3. Commercial General	$3,000,000 Combined Single Limit per liability, including premises, operations, product liability, completed operations, independent contractors, Explosion Collapse and Underground (XCU), Broad Form Property damage, Contractual Liability and Personal Injury coverage. Where environmental exposures exist for the Contractors or Subcontractors or consultants of the Redeveloper, then the requirements in 8 or 9 below, as applicable, shall apply.
4. Comprehensive Automobile	$1,000,000 Combined Single Limit per liability, including owned, hired and non-owned vehicles. Where environmental exposures exist for the Contractors or Subcontractors or consultants of the Redeveloper then they must evidence MCS 90 ENDORSEMENT AND IS0 CA 99 48 BROADENED POLLUTION COVERAGE ENDORSEMENT WITH A $3,000,000 LIMIT
5. Excess Liability	$10,000,000 Combined Single Limit per liability. The Umbrella must maintain coverage at least as broad as the primary policies.
8. Contractor's Pollution Liability Insurance (to be carrier by contractor's and consultants of Redeveloper)	$3,000,000 Per Occurrence/Aggregate Redeveloper, Contractors and Subcontractors or consultants handling hazardous materials as part of demolition, remediation or construction must have separate environmental coverage if "Pollution" is excluded in the general liability and/or umbrella/excess policies.
9. Pollution Liability (to be carrier by Contractors and consultants of Redeveloper)	$10,000,000

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION NO:___

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH FRANK PASQUALE LIMITED PARTNERSHIP

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, the City of Hoboken (the "City") desires that a portion of the real property within the Northwest Redevelopment Area located at Block 100, Lot 10 on the Tax Map of the City of Hoboken, more commonly known as 1024 Adams Street (hereinafter "Project Site"), be redeveloped in accordance with the Redevelopment Plan for the Northwest Industrial Area (the "Redevelopment Plan"); and

WHEREAS, on May 17, 2014, the City Council of the City of Hoboken (the "City Council") authorized the execution of an Interim Cost and Conditional Designation Agreement with Frank Pasquale Limited Partnership ("Frank Pasquale") to negotiate the terms of a Redevelopment Agreement, which such Redevelopment Agreement required that the redeveloper pay those reasonable costs incurred by the City associated with the review of the redeveloper's proposal, drafting and negotiation of a Redevelopment Agreement, and all other costs, fees and expenses related to the Redevelopment Agreement prior to the execution of same; and

WHEREAS, after extensive negotiations between the City and Frank Pasquale, as well as independent analysis of the *pro forma* for the project proposed by Frank Pasquale, agreement has been reached to provide for the development, construction and maintenance of a state of the art, environmentally protective, seven (7) story residential building consisting of ten (10) units comprising one (1) two-bedroom unit, seven (7) three-bedroom units, and two (2) four-bedroom units, including the following features: eleven (11) on-site parking spaces; LEED Gold Certification from the US Green Building Council; installation of a circuit connection box to support a potential power transfer to the micro-grid; and Passive House Certification from the Passive House Institute, with a requirement that Frank Pasquale make an Affordable Housing Payment in the total amount of $40,000 to the City to facilitate affordable housing opportunities within the City.

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

1. The Mayor of the City of Hoboken is hereby authorized to execute the Redevelopment Agreement by and between the City of Hoboken and Frank Pasquale Limited Partnership in substantially the form attached hereto as Schedule A.

2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.

3. This Resolution shall be effective immediately.

Meeting date: September 3, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa Longo
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: SEP 03 2014

CITY CLERK

EXHIBIT B (to Amended Redevelopment Agreement)

Pre-Submission Form

CITY OF HOBOKEN
PRE-SUBMISSION FORM

REQUEST FOR DESIGNATION AS REDEVELOPER

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

I. APPLICANT INFORMATION

Name: Bijou Development, LLC
Address: 1422 Grand Street, 5B Hoboken NJ
Telephone: 201.222.2580 ext. 311
Fax: 201.222.1713
Email: dgaber@bijouproperties.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 AKA 461 11th Street

B. Site Dimensions:

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

C. Redevelopment Area: NWRZ ZONE (1) Sub-Area (4)

D. Description of existing structure(s): 2 Story Brick Building

E. Description of present use: Office

III. RELATIONSHIP OF APPLICANT TO THE PROJECT SITE

Owner: Applicant Bijou Properties, LLC is the contract purchaser of Block 100, Lot 10. The current owner is 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: Bijou Properties, LLC

IV. APPLICANT PROFESSIONALS (as applicable)

A. Attorney:

Greenbaum Rowe Smith & Davis, LLP - Robert S. Goldsmith, Esq.
PO Box 5600
Woodbridge, NJ 07095
Telephone: 732.549.5600
Fax: 732.549.1881
Email: rgoldsmith@greenbaumlaw.com

B. Architect:

Nastasi Architects
321 Newark Street, Hoboken NJ
Telephone: 201.653.2577
Email: john@nastasiarchitects.com

REASON FOR APPLICATION / PURPOSE

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

The site has previously been approved for the development of a seven (7) story, seventy-nine (79) foot building with ten (10) residential units and parking facilities underneath by way of a Redevelopment Agreement between the City of Hoboken and the current owner, Frank Pasquale Limited Partnership, dated September 16, 2014 and a Resolution of Approval from the Planning Board of the City of Hoboken approved July 7, 2015. Frank Pasquale Limited Partnership has entered into a contract for the sale of the property with the Applicant. Accordingly, the Applicant seeks to be designated as the redeveloper for the site. Additionally, the Applicant is seeking modifications to the Redevelopment Agreement with the City and intends to seek similar modifications before the Planning Board. The modifications sought will not impact the goal that the development meet LEED Platinum and Passive House Certification.

V. DESCRIPTION OF PROPOSED PROJECT

A. Proposed Use(s): 10-Unit Residential Building

B. Proposed Setbacks:

Front East West 11th Street: 0 feet

Side North South Adams Street: 0 feet
Rear parking level: 0 feet
Rear All Floors above parking level: 30eet measured from interior of the Lot

C. Proposed Building(s):

Bldg. Ht. (feet): 79 ft. Bldg. Ht. (stories): 7 Stories

D. Proposed Lot Coverage:

First Floor Parking Level: 100% Residential Portion: 82%

E. Proposed Number of Residential Units:
- Market Rate: 10
- 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 spaces

I. Public Parking (# spaces): 0

J. Proposed Schedule for Construction / Completion: July, 2016-June, 2017

VI. PUBLIC BENEFITS AND AMENITIES

A. Open Space: N/A

B. Public Space: N/A

C. Jobs Created: N/A

D. Other: N/A

VII. REQUIRED SUBMISSIONS

1. Contribution Disclosure Statement: Attached as Exhibit "A"

2. Description of Applicant Qualifications

A. Prior Experience

- **Garden Street Lofts – 1425 Garden Street – Hoboken, NJ**
  30 condominiums, 8,100 sf of retail, first residential LEED-Gold High Rise in the State of New Jersey.

- **Hostess Building – 210 14th Street – Hoboken, NJ**
  42,000 sf of retail consisting of New York Sports Club, Chase Bank, CVS pharmacy and first green roof in the City of Hoboken.

- **Edge Lofts -1405 Clinton Street – Hoboken, NJ**
  35 residential units, 1,250 sf of retail, one of the first residential LEED Platinum buildings in the State of New Jersey.

- **Park + Garden – 1450 Garden Street – Hoboken, NJ**
  212 residential units, 32,000 sf of educational space, 13,000 sf of retail space, and 383 automated parking spaces. Registered to be LEED Gold Certified

- **The Vine - 900 Monroe Street, Hoboken, NJ**
  135 residential units, 14,000 sf of commercial space, and 144 automated parking spaces. Registered to be LEED Gold Certified

B. References

- Tom Ponticelli - TD Bank 201.574.3959. TD Bank has been a repeated source of construction and permanent funding on numerous projects.

C. Description of project team members and qualifications

LAWRENCE BIJOU - MANAGING PARTNER

After spending 20 years in commercial real estate, Larry Bijou founded Bijou Properties in 1999. He has since developed one of the most progressive and innovative sustainable development firms in New Jersey. Larry oversees all aspects of the development process including site acquisition, planning and zoning approvals, design, construction, and marketing. Larry holds a Bachelor of Arts degree from SUNY at Plattsburgh.

DAVID GABER - PARTNER/CFO

David has personally been involved in the design, development, planning, and financing of Bijou Properties' mid-rise and high-rise developments. He manages all strategic and operational aspects of the company, including project budgeting, debt/equity transactions, design, construction, procurement, and financial reporting.

David holds a Masters of Science in Real Estate degree from New York University, and Bachelor of Science of Business Administration degree from the University of Denver.

MATHEW TESTA- DIRECTOR OF CONSTRUCTION

Matt Testa manages all aspects of building design and construction for Bijou Properties. Matt is the resident Leadership in Energy and Environmental Design (LEED) accredited professional, helping anchor the company's focus on sustainable development practices. Matt also coordinates the firm's marketing and networking initiatives.

Since graduating from Lehigh University in 2002 with a BA in Architectural Design and minor in Graphic Communications, Matt has worked across the real estate management industry, including project supervision, construction management, and design development.

D. Demonstration of Financial Qualifications

Currently the Applicant and its related entities own several residential and commercial properties in the city of Hoboken. They have successfully maintained these properties as well as established multiple banking relationships for Debt & Equity. In 2008, Bijou Properties sold two and a half blocks of Real Estate for over $100 million, much of which has been reinvested in Hoboken.

(Additional financial information will be submitted upon request.)

3. Description of Project

A. Use; B. Building number and size; and C. Parking:

The development of a seven (7) story, seventy-nine (79) foot building with ten (10) residential units and eleven (11) parking spaces underneath including one (1) handicapped, barrier-free parking space. The development is designed to meet both LEED Platinum and Passive House certification.

d. Estimated Number of Residents and Employees: ~20 Residents and 0 Employees

e. Public Benefits and Amenities:

This project proposes to redevelop 5,000 square feet of property in the NWRZ with a highly-sustainable environmentally-advanced residential mid-rise building. The addition of the ten (10) new households will bring disposable income and purchasing power to Hoboken, which generate revenues and additional investment in the local retail market. The new residents will patronize local restaurants, retail shops, and entertainment venues thereby creating a lasting employment benefit to the local and state economies. The project will also create temporary employment for those in the construction and related trades.

f. Method for addressing any affordable housing requirements

- The Applicant intends to be bound by the agreement made between the City of Hoboken and the current developer, Frank Pasquale Limited Partnership, to contribute $4,000.00 from the closing of each of the ten (10) units (total of $40,000.00) in full and final satisfaction of the Redeveloper's obligation to provide any on or off site affordable housing units.

g. Proposed method of financing

- Debt and Equity

4. Project Site Survey – See attached

5. Architectural Plans & Drawings – See attached

6. Proposed Schedule for Construction- See attached

7. Description of any proposed amendments to the Redevelopment Plan and the reasons therefore. (Please note that the City's designation of an Applicant as a redeveloper shall not be deemed approval of any amendments to a Redevelopment Plan)

a. Plan Configuration and Revisions

- Unit count remains the same
- Plan configurations of approved 10 units have been modified
- Revised FAR of 4.52 remains below the allowable 4.70
- Revised Unit configuration will be:

  (1) 2 Bedroom, (8) 3 Bedrooms and (1) 4 Bedroom

b. Re-Articulation of Architectural Skin

Cementitious composite panel rainscreen, over Lightgauge metal framing.

c. Engineering Systems

- Introduction of Solar Thermal Heating in lieu of Passive Solar Energy collection
- Removal of Cogeneration System- The building is not large enough to generate the amount of hot water needed to run the Cogeneration System efficiently. Cogeneration is not required for Passive House certification nor is it required for LEED-Platinum certification.

CONTRIBUTION DISCLOSURE ORDINANCE AND FORM

AN ORDINANCE REQUIRING CONTRIBUTION DISCLOSURE STATEMENTS IN APPLICATIONS FOR MAJOR ZONING VARIANCES AND FOR OTHER MUNICIPAL APPROVALS, AND AMENDING AND SUPPLEMENTING THE "REVISED GENERAL ORDINANCES OF THE CITY OF HOBOKEN, NEW JERSEY"

Accordingly, Be it enacted by the City of Hoboken:

Section 1: Short Title: Contribution Disclosure Ordinance

Section 2: Purpose

WHEREAS, municipal Master Plans include well thought out, long-term decisions about the development capacity of the community; and

WHEREAS, municipal Master Plans are implemented through the enactment of local land use ordinances; and

WHEREAS, deviations from these local ordinances by way of variances pursuant to N.J.S.A. 40:55D-70d and N.J.S.A. 40:55D-70c, as well as exceptions and waivers pursuant to N.J.S.A. 40:55D-51, provide opportunities for significant private gain; and

WHEREAS, the redevelopment process currently underway within the City of Hoboken also provides opportunities for significant private gain; and

WHEREAS, openness in government and a fair and impartial variance, waiver and exception application process is crucial to assuring the continuing integrity of the municipal Master Plan, its implementing ordinances and the integrity of the application process; and

WHEREAS, disclosure of political contributions by property owners, developers, redevelopers and professionals will enhance the City's existing commitment to openness in government and provide further guarantees for a fair and impartial application and approval process; and

WHEREAS, disclosure of political contributions by property owners, developers, redevelopers and professionals will effectuate the purposes of the Municipal Land Use Law to promote morals and the general welfare; and

WHEREAS, the Mayor and City Council of the City of Hoboken, having considered the foregoing, believe that it is in the best interests of the residents of the City of Hoboken to enact the within Ordinance.

NOW THEREFORE, BE IT ORDAINED, that it is accordingly found and determined that the paramount public interest in enhancing the City's commitment to openness in government, and in providing further guarantees for a fair and impartial variance, waiver and exception application process, and in promoting morals and the general welfare, requires the disclosure of political contributions by property owners, developers, redevelopers and professionals within the City as a component of making application to the City for certain approvals, and requires the

supplementation of the municipal application checklists to mandate the listing of specified political contributions made by property owners, developers, redevelopers and the professionals whose services they use; and

BE IT FURTHER ORDAINED, that the "Revised General Ordinances of the City of Hoboken, New Jersey" is hereby amended and supplemented in order to incorporate the provisions set forth herein.

Section 3. Definitions:

Application Checklist - The term "Application Checklist" means the list of submission requirements adopted by ordinance and provided by municipal agencies to a developer pursuant to N.J.S.A. 40:55D-10.3.

Developer - The term "Developer" means a developer as defined by N.J.S.A. 40:55D-4, i.e. the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land. The term "Developer" includes any applicant or entity that wishes to undertake redevelopment activity within the City of Hoboken pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1, et seq.

Professional - The term "Professional" means any person or entity whose principals are required to be licensed by New Jersey Law and who supplies legal representation, expert testimony or written reports in support of an application. Professionals shall include both any individuals supplying the representation, testimonies or reports and the firms or entities in which said individuals practice.

Contribution - The term "Contribution" means every loan, gift, subscription, advance or transfer of money or other thing of value, including any item of real property or personal property, tangible or intangible (but not including services provided without compensation by individuals volunteering a part or all of their time on behalf of a candidate, committee or organization), made to or on behalf of any candidate, candidate committee, joint candidates committee, political committee, continuing political committee or political party committee and any pledge, promise or other commitment or assumption of liability to make such transfer. For purposes of reports required under the provisions of the ordinance, any such commitment or assumption shall be deemed to have been a contribution upon the date when such commitment is made or liability assumed.

Contribution Disclosure Statement - The term "Contribution Disclosure Statement" means a list specifying the amount, date, and the recipient of any and all contributions made to or on behalf of any candidate, candidate committee, joint candidates committee, political committee, continuing political committee or political party committee of, or pertaining to, the City of Hoboken, made prior to filing the application with or seeking approval from the City, and required to be reported pursuant to N.J.S.A. 19:44A-1, et seq. The disclosure shall include all such contributions made during the time period measuring from one (1) year prior to the last municipal election through the time of filing the application with or seeking approval from the

City. There shall be a continuing disclosure responsibility to require continuing disclosure of any such contributions made following the filing of the "Contribution Disclosure Statement" and during the pendency of the application and/or approval process.

Municipal Agencies - The term "Municipal Agencies" means the Municipal Planning Board, the Municipal Zoning Board of Adjustment, and the Municipal Governing Body acting as the Redevelopment Agency pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1, et seq.

Section 4. General Provisions:

a. Disclosure Requirements

i. Any applicant for a variance pursuant to N.J.S.A. 40:55D-70d or a variance pursuant to N.J.S.A. 40:55D-70c in conjunction with any application for any subdivision pursuant to local ordinance or a site plan not considered a minor site plan pursuant to local ordinance, as well as any application for a subdivision pursuant to local ordinance or site plan not considered a minor site plan pursuant to local ordinance requiring waivers or exceptions pursuant to N.J.S.A. 40:55D-51, as well as any applicant who wishes to undertake redevelopment activity within the City of Hoboken pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1, et seq., shall include in its application with and or submit to the relevant Municipal Agency a Contribution Disclosure Statement for all Developers involved in the said application; all associates of said Developers who would be subject to disclosure pursuant to N.J.S.A. 40: 55D-48. I or 40:55D48.2 shall also be subject to this requirement; and all Professionals who apply for or provide testimony, plans, or reports in support of said application or who have an enforceable proprietary interest in the property or development which is the subject of the application or whose fee in whole or part is contingent upon the outcome of the application shall also be subject to this requirement. Regardless of whether the owner of the property, which is the subject of the application falls in any of the categories established in the preceding sentence, the applicant shall include in its application to the relevant Municipal Agency a Contribution Disclosure Statement for said owner.

ii. During the pendency of the application process until the final approval associated with the application is granted, any applicant required to comply with this ordinance shall amend its Contribution Disclosure Statement to include continuing disclosure of all contributions within the scope of disclosure requirement of the above paragraph.

b. Inclusion of Contribution Disclosure Statements as an Element of the Application Checklist

i. An Application Checklist ordinance is hereby adopted pursuant to N.J.S.A. 40:55D-10.3 to require that the Contribution Disclosure Statements specified in paragraph "a" of this section be submitted by the applicant for all applications for variance relief pursuant to N.J.S.A. 40:55D-70d, as well as for relief pursuant to N.J.S.A. 40:55D-70c, or for relief pursuant to N.J.S.A. 40:55D-51 in applications for site plan and not considered to be minor site plans pursuant to local ordinance, or for approval to undertake redevelopment

activity within the City of Hoboken pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.

ii. The City's Municipal Agencies shall amend their Application Checklists to include the Contribution Disclosure Statements specified in paragraph "a" of this section.

iii. An application shall not be deemed complete by the administrative official or accepted for public hearing by the Municipal Agency until the required Contribution Disclosure Statements are submitted.

c. Availability of Contribution Disclosure Statements

All Contribution Disclosure Statements shall be available in the office of the administrative officer for review by any member of the public.

d. Intent of Contribution Disclosure Statements

It is the intent of this ordinance that Contribution Disclosure Statements shall serve solely as a means to inform the public and shall not serve in any manner as evidence relevant to the decision-making criteria for granting or denying requested variances or other approvals. Such decisions shall continue to be governed strictly under the relevant criteria set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., or other relevant law.

Section 5. Severability and Effectiveness Clause: If any sentence, paragraph or section of this ordinance, or the application thereof to any persons or circumstances shall be adjudged by a court of competent jurisdiction to be invalid, or if by legislative action any sentence, paragraph or section of this ordinance shall lose its force and effect, such judgment or action shall not affect, impair or void the remainder of this ordinance.

Section 6. Effective Date:
This ordinance shall become effective immediately upon final passage and publication in accordance with the law.

September 1, 2004

CONTRIBUTION DISCLOSURE STATEMENT - Definitions

Application Checklist - The term "Application Checklist" means the list of submission requirements adopted by ordinance and provided by municipal agencies to a developer pursuant to N.J.S.A. 40:55D-10.3.

Developer - The term "Developer" means a developer as defined by N.J.S.A. 40:55D-4, i.e. the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land. The term "Developer" includes any applicant or entity that wishes to undertake redevelopment activity within the City of Hoboken pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1, et seq.

Professional - The term "Professional" means any person or entity whose principals are required to be licensed by New Jersey Law and who supplies legal representation, expert testimony or written reports in support of an application. Professionals shall include both any individuals supplying the representation, testimonies or reports and the firms or entities in which said individuals practice.

Contribution - The term "Contribution" means every loan, gift, subscription, advance or transfer of money or other thing of value, including any item of real property or personal property, tangible or intangible (but not including services provided without compensation by individuals volunteering a part or all of their time on behalf of a candidate, committee or organization), made to or on behalf of any candidate, candidate committee, joint candidates committee, political committee, continuing political committee or political party committee and any pledge, promise or other commitment or assumption of liability to make such transfer. For purposes of reports required under the provisions of the ordinance, any such commitment or assumption shall be deemed to have been a contribution upon the date when such commitment is made or liability assumed.

Contribution Disclosure Statement - The term "Contribution Disclosure Statement" means a list specifying the amount, date, and the recipient of any and all contributions made to or on behalf of any candidate, candidate committee, joint candidates committee, political committee, continuing political committee or political party committee ***of, or pertaining to, the City of Hoboken,*** made prior to filing the application with or seeking approval from the City, and required to be reported pursuant to N.J.S.A. 19:44A-1, et seq. The disclosure shall include all such contributions made during the time period measuring from one (1) year prior to the last municipal election through the time of filing the application with or seeking approval from the City. There shall be a continuing disclosure responsibility to require continuing disclosure of any such contributions made following the filing of the "Contribution Disclosure Statement" and during the pendency of the application and/or approval process.

Municipal Agencies - The term "Municipal Agencies" means the Municipal Planning Board, the Municipal Zoning Board of Adjustment, and the Municipal Governing Body acting as the Redevelopment Agency pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1, et seq.

CONTRIBUTION DISCLOSURE STATEMENT - Applicability

General Applicability:
For all applications for variance relief pursuant to N.J.S.A. 40:55D-70d, as well as for relief pursuant to N.J.S.A. 40:55D-70c, or for relief pursuant to N.J.S.A. 40:55D-51 in applications for site plan and not considered to be minor site plans pursuant to local ordinance, or for approval to undertake redevelopment activity within the City of Hoboken pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (Note that the disclosure requirement does not apply to fully complying applications outside of designated redevelopment areas).

Specific Applicability: Projects

1. Any applicant for a variance pursuant to N.J.S.A. 40:55D-70d or a variance pursuant to N.J.S.A. 40:55D-70c in conjunction with:
   - any application for any subdivision pursuant to local ordinance or a site plan not considered a minor site plan
   - any application for any subdivision pursuant to local ordinance or a site plan requiring waivers or exceptions pursuant to N.J.S.A. 40:55D-51 (i.e. subdivision, site plan or conditional use)

2. Any applicant who wishes to undertake redevelopment activity within the City of Hoboken pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.

Specific Applicability: Individuals & Entities

1. All Developers involved in the said application

2. All Associates of said Developers who would be subject to disclosure pursuant to N.J.S.A. 40: 55D-48.1 or 40:55D-48.2 (i.e. a corporation applying for subdivision of land Into 6 or more parcels or applying for a variance to construct 25 or more dwelling units or a site to be developed for commercial purposes)

3. All Professionals who
   - apply for or provide testimony, plans, or reports in support of said application; or
   - who have an enforceable proprietary interest in the property or development which is the subject of the application; or
   - whose fee in whole or in part is contingent upon the outcome of the application

4. The Owner of the property which is the subject of the application regardless of whether said owner falls into any of the categories established in the preceding

Inclusion of Contribution Disclosure Statements as an Element of the Application Checklist

1. The City's Municipal Agencies shall amend their Application Checklists to include the Contribution Disclosure Statements specified above

2. An application shall not be deemed complete by the administrative official or accepted for public hearing by the Municipal Agency until the required Contribution Disclosure Statements are submitted

Time Period Covered

The disclosure shall include all such contributions as described in this ordinance made during the time period measuring from one (1) year prior to the last municipal election through the time of filing the application with or seeking approval from the City. There shall be a continuing disclosure responsibility to require continuing disclosure of any such contributions made following the filing of the "Contribution Disclosure Statement" and during the pendency of the application and/or approval process.

Reporting

During the pendency of the application process until the final approval associated with the application is granted, any applicant required to comply with this ordinance shall amend its Contribution Disclosure Statement to include continuing disclosure of all contributions within the scope of disclosure requirement of the above paragraph.

CONTRIBUTION DISCLOSURE STATEMENT - Affidavit

STATE OF NEW JERSEY :
: SS
COUNTY OF HUDSON :

_____
(Name of property owner, developer , redeveloper or professional)

being duly sworn according to law upon (his, her, their) oath, depose and say:

I,_____

a ☐ property owner, ☐ developer, ☐ redeveloper or ☐ professional making application or providing representation and/or support for an application for certain approvals to the Planning Board, Zoning Board of Adjustment or the City Council acting as the Redevelopment Agency pursuant to the New Jersey Local Redevelopment and Housing Law (N.J.S.A 40A:12A-1, et seq.) in regard to a property located at:

_____
(Street Address) (Block, Lot(s))

do hereby disclose, pursuant to the requirements of DR-152 (effective 9/1/04, and as amended; see definitions and applicability instructions attached), the name of the recipient (as well as the date and amount) of any contribution (every loan, gift, subscription, advance or transfer of money or other thing of value, including any item of real property or personal property, tangible or intangible but not including services provided without compensation by individuals volunteering a part or all of their time on behalf of a candidate, committee or organization) made to or on behalf of any candidate, candidate committee, joint candidates committee, political committee, continuing political committee or political party committee and any pledge, promise or other commitment or assumption of liability to make such transfer. The disclosure below includes all such contributions made during the time period measuring from one (1) year prior to the last municipal election through the time of filing the application with or seeking approval from the City.

I further understand that continuing disclosure is required for such contributions made following the filing of the "Contribution Disclosure Statement" and during the pendency of the application and/or approval process and hereby agree that prior to granting of final approval of the subject application, I will amend the disclosure statement if such further contributions are made.

CONTRIBUTION DISCLOSURE STATEMENT - List of Contributions

Date of Filing of Application _____

Date of Last Municipal Election _____

Date one year prior to election above _____

RECIPIENT	AMOUNT	DATE

Provide additional pages if necessary in the same form.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

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

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

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

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

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

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

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

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate,

the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Political Contribution Disclosure Form

Part II – City of Hoboken Disclosure List

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature | Printed Name | Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

Name: Lawrence Bijou Home Address: 20 Bonn Place, Weehawken NJ	Name: David Gaber Home Address: 1425 Garden Street, Hoboken NJ
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Subscribed and sworn before me this ___ day of _____, 2 __. (Notary Public) My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)

EXHIBIT C (to Amended Redevelopment Agreement)

July 27, 2016 Letter

BIJOU PROPERTIES

Bijou Properties, LLC
1422 Grand Street
Hoboken, NJ 07030

July 27th, 2016

Re: 1024 Adams Street - Interim Cost Agreement

To Whom It May Concern,

We have reviewed and recognize the terms of the prior Interim Cost and Conditional Designation Agreement for the 1024 Adams site that was approved May 7th, 2014. In the interest of time, recognizing the revisions proposed are minimal and may only need minor differences to the previously approved Redevelopment Agreement for the site that was dated September 3rd, 2014, we agree to be bound by the terms to pay for interim costs as defined in that Interim Cost and conditional Designation Agreement in connection with the review of our revised proposal as contract purchasers of the site.

We recognize that any approval of a redevelopment agreement will be conditioned on paying any outstanding bills for services related to the interim costs from the date of this letter until the redevelopment agreement is considered by City Council.

Respectfully,

David Gaber
Partner & CFO
Bijou Properties, LLC

EXHIBIT D (to Amended Redevelopment Agreement)

Original Interim Cost and Conditional Designation Agreement

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: 5-20-14 _____ By: _____
Dawn Zimmer
Mayor, City of Hoboken

114071-3

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~~

James J Burke, III
Attorney at Law
of New Jersey

Signed and sworn to before me

on _____, 2014.

_____
Notary Public

114071-3

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 May 20, 2014.

JERRY LORE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/16/2015

_____
Notary Public

114071-3

SCHEDULE A

James J. Burke, Esq.*
E-Mail: jim@attorneyburke.com

James P. Sweeney, Esq.*^
Of Counsel
E-Mail: 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

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
BY HOBOKEN PLANNING BOARD

CITY OF HOBOKEN

PRE-SUBMISSION FORM

REQUEST FOR DESIGNATION AS REDEVELOPER

All Applicants to the City must complete the following form in its entirety and submit one (1) original and four (4) copies and one (1) electronic copy via cd-rom 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% 1st 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 11th Street
Hoboken, NJ 07030
Tel: 973-590-7478
Fax: 201-683-8588
fapasquale@gmail.com

James Burke, Esq.
235 Hudson Street
Hoboken, New Jersey 07030
Tel: 201-610-0800
Fax: 201-610-1170
Jim@attorneyburke.com

Nastasi Architects
321 Newark Street
Hoboken, New Jersey 07030
Tel: 201-653-2577
Fax: 201-653-2642
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

Ann Marie Pelletier
Tel: 201-710-5499
Cell: 201-966-9456
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

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 has 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.

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 ad 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. Hi 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 se Tom's Company bio attached.

CHARTIER
SUSTAINABILITY GROUP

70 Monroe Street, #1
Hoboken, NJ 07030
Ph: (201) 420-1237
Fax: (201) 683-4447
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.

275 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 façade, 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)

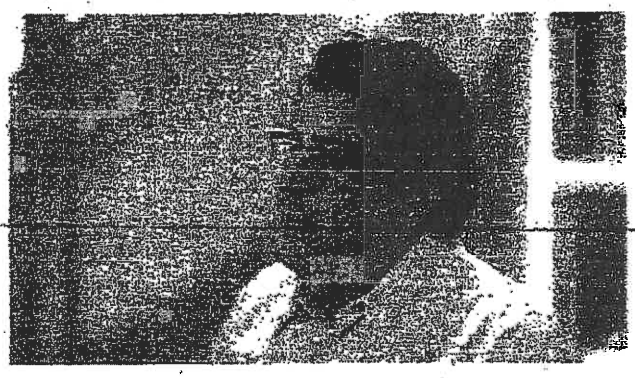
Thomas Chartier acted as Project Manager for the new construction of the 36 story, 460,000 square foot project, consisting of 250 condominiums is expected to attain a LEED-Platinum rating by the USGBC. In addition to the residential portion, the building also contains ground level retail spaces, an indoor 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 though the New Jersey Economic Development Authority and the Governor's Office. We are also considering a request to have a film documentary produced high lighting the Design, Development and Construction of this site for later use and release.

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

William J. Loffredo, CPA
Operating Manager

Wjl/jh

150 River Road, Ste. O1A, Montville, New Jersey 07045 • (973) 331-0800 • Fax (973) 331-0831
email: bill@loffredoassociates.com
Members of the American Institute and New Jersey Society of Certified Public Accountants
www.loffredoassociates.com

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

	FOR INSURANCE COMPANY USE
A1. Building Owner's Name FRANK PASQUALE	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1024 ADAMS STREET	Company NAIC Number:
City HOBOKEN State NJ ZIP Code 07030	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
BLOCK 108 LOT 18

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

A5. Latitude/Longitude: Lat. 40°45'46"N Long. 074°01'33"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 in
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 in
d) Engineered flood openings? ☐ Yes ☒ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
HOBOKEN 340222	HUDSON	NJ

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use Base flood depth)
34017C0043	D		08/18/2008	AE	9.0'

B10. Indicate the source of the Base Flood Elevation (BFE) zone 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 Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: _____ ☐ CBRS ☐ 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 A1–A30, 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: "1942 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)	8.42	☒ feet	☐ meters
b) Top of the next higher floor	8.15	☒ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____	☐ feet	☐ meters
d) Attached garage (top of slab)	_____	☐ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____	☐ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	8.14	☒ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	8.25	☒ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____	☐ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret 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 37573
Title PROF. LAND SURVEYOR Company Name CAULFIELD ASSOC. LLP
Address 132 [illegible] STREET City HOBOKEN State NJ ZIP Code 07030
Signature Date 02/25/2013 Telephone 201 792-0445

PLACE SEAL HERE

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. 1324 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 this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments: SEE ATTACHED NOTES

Signature Date 02/08/2019

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 6–8 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–8 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 item(s) and sign below. Check the measurement used in Items G8–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 Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including 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

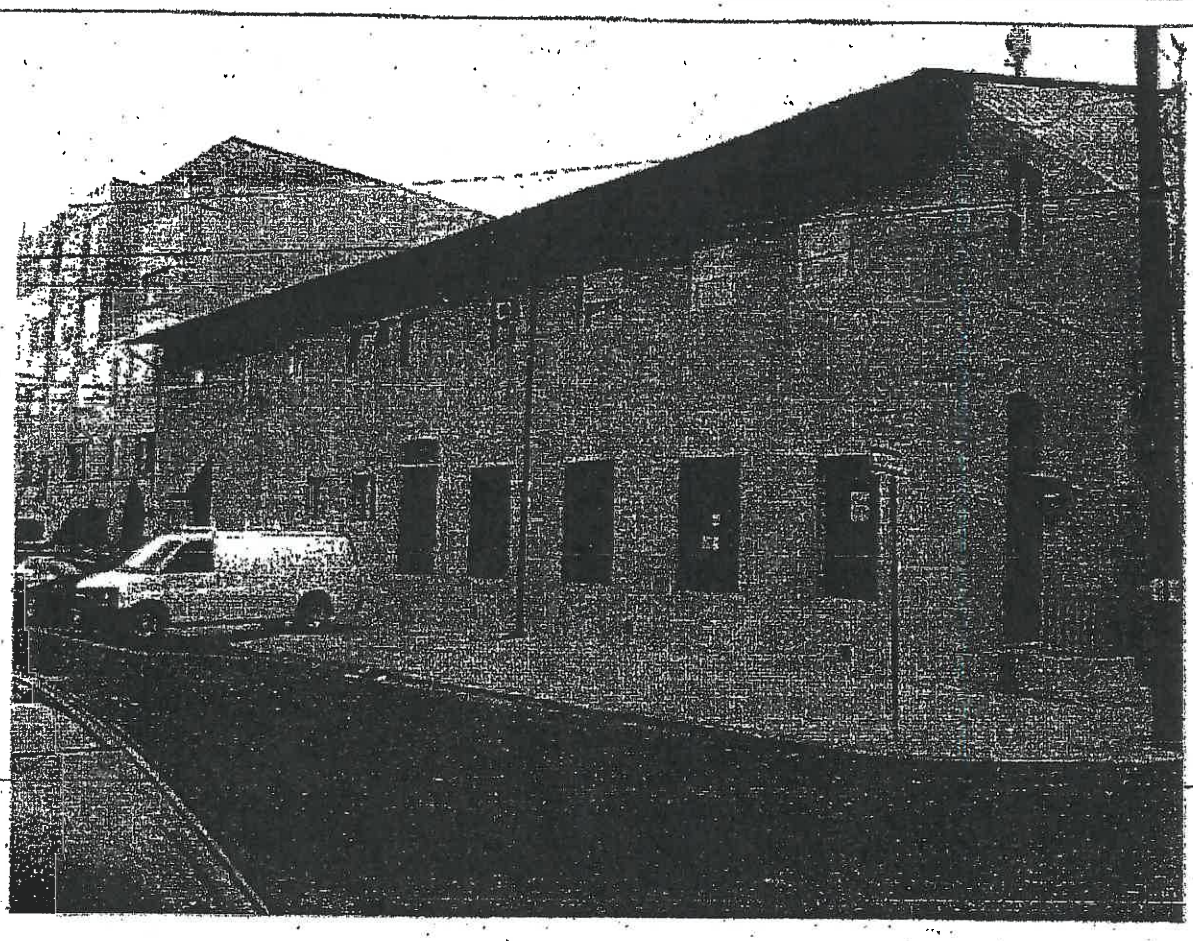
☐ Check here if attachments.

Building Photographs

See Instructions for Item A8.

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 using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A8. 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 A8. If submitting more photographs than will fit on this page, use the Continuation Page.



EASTERLY FACE OF BUILDING ALONG ADAMS ST

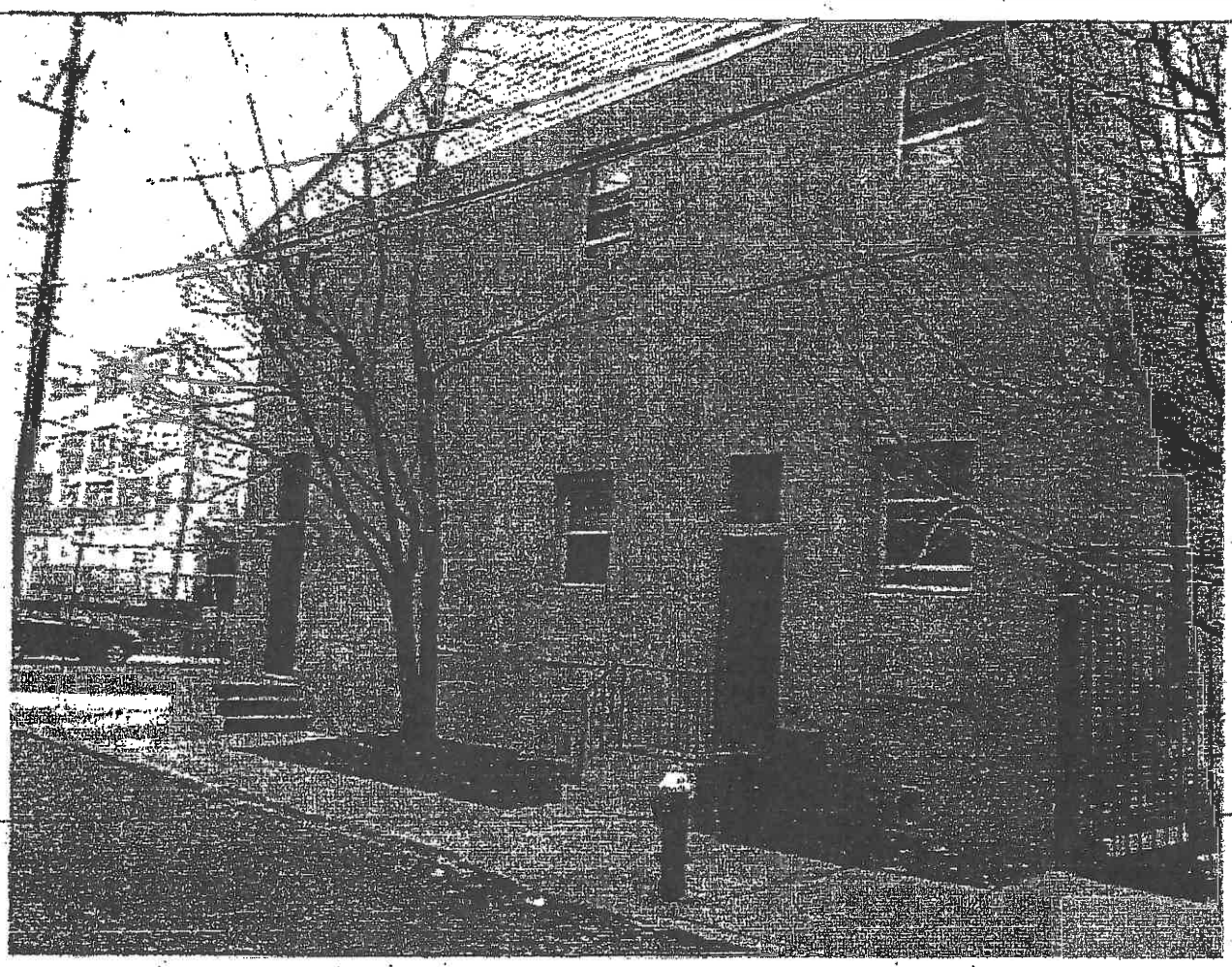
Building Photographs

Continuation Page

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

Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1004 ADAMS STREET	FOR INSURANCE COMPANY USE 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 A8.



NORTHERLY FACE OF BUILDING ALONG 11TH ST.

SECTION D (continue)

The site is occupied by a two story brick and stucco building. The building occupies the entire lot. Grade elevations where taken along Adams and 11th 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: Vertcon

CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

132 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 792-0445
FAX: (201) 792-7714

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.

D. CORPORATE/PARTNERSHIP DISCLOSURE

State of New Jersey :
County of Hudson : SS:

(Name of Applicant)
being duly sworn according to law upon (his, her, their) oath, depose and say

I, an authorized representative of

which is a corporation, or partnership, applying to the Planning Board/Zoning Board of Adjustment of HOBOKEN do hereby disclose, pursuant to the requirements of N.J.S.A. 40:55D-48.1, the name and address of all stockholders or individual partners owning at least 10% of the stock of the corporation, or at least 10% of the interest in the partnership, which are hereby listed as follows:

APPLICANT IS:

____ Corporation X Partnership ____ Joint Venture ____ LLC

Full Name of Individual (Stockholder/Partner)	Address of Individual (Stockholder/Partner)	Shares Owned
1. Frank F. Pasquale, Sr.	807 Four Seasons Dr., Wayne, NJ 07470	47%
2. Carla M. Pasquale	2 Rockledge Terr., Wayne, NJ 07470	30%
3. James J. Pasquale	42 Kings Ridge Rd., Warwick, NY 10990	16%
4. Frank A. Pasquale	1024 Adams St., Hoboken, NJ 07030	6%
5.		
6.		
7.		
8.		

Number of Minority (less than 10%) Owners not listed 1

If any of the above owners is a corporation or partnership, the applicant is required to disclose the name and address of each individual holding a 10% interest, or greater, in the named corporation or partnership, which shall be divulged in the same format as the above, pursuant to N.J.S.A. 40:55D-48.2.

Frank F. Pasquale

Frank Pasquale Applicant to sign

References:

William Lofredo, CPA
Towaco, NJ.

Honorable Michael Hubner
Morris County Superior Court

Robert Foley, Esq.
Bridgewater, NJ

SCHEDULE B

LÓRIEN LOFTS

461 11th Street, Hoboken, NJ

The Lórien Lofts is an innovative 21st 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. <u>LEED Platinum</u>: awarded for Pre-Construction Planning and Material Procurement.
B. <u>Passive House Certification</u>: 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_2 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 powers 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

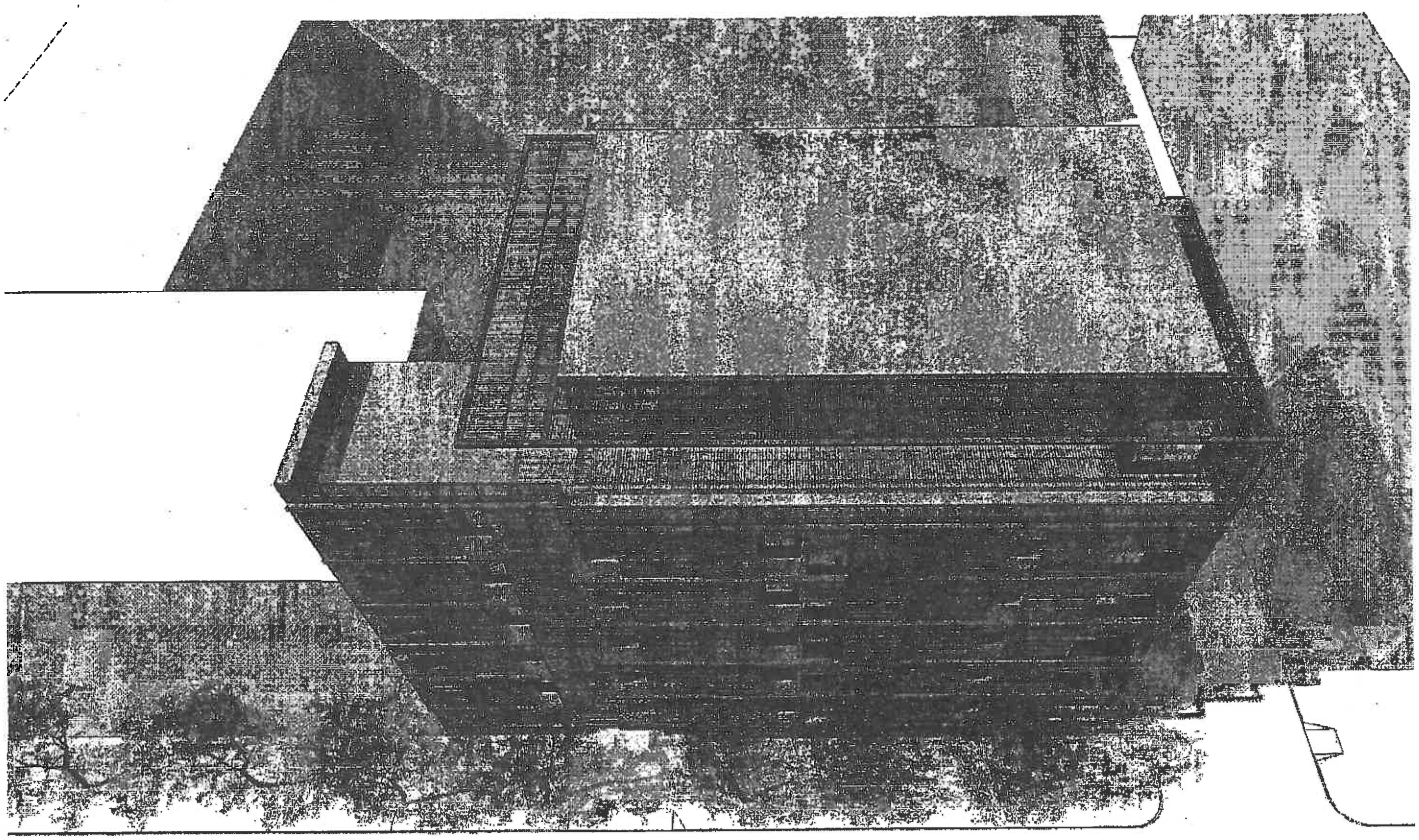
Radiant heat is more efficient than baseboard heating and usually more efficient than forced-air heating because it eliminates duct losses. People with allergies often prefer radiant heat because it doesn't distribute allergens like forced air systems can. A hydronic system such as contemplated by team 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.

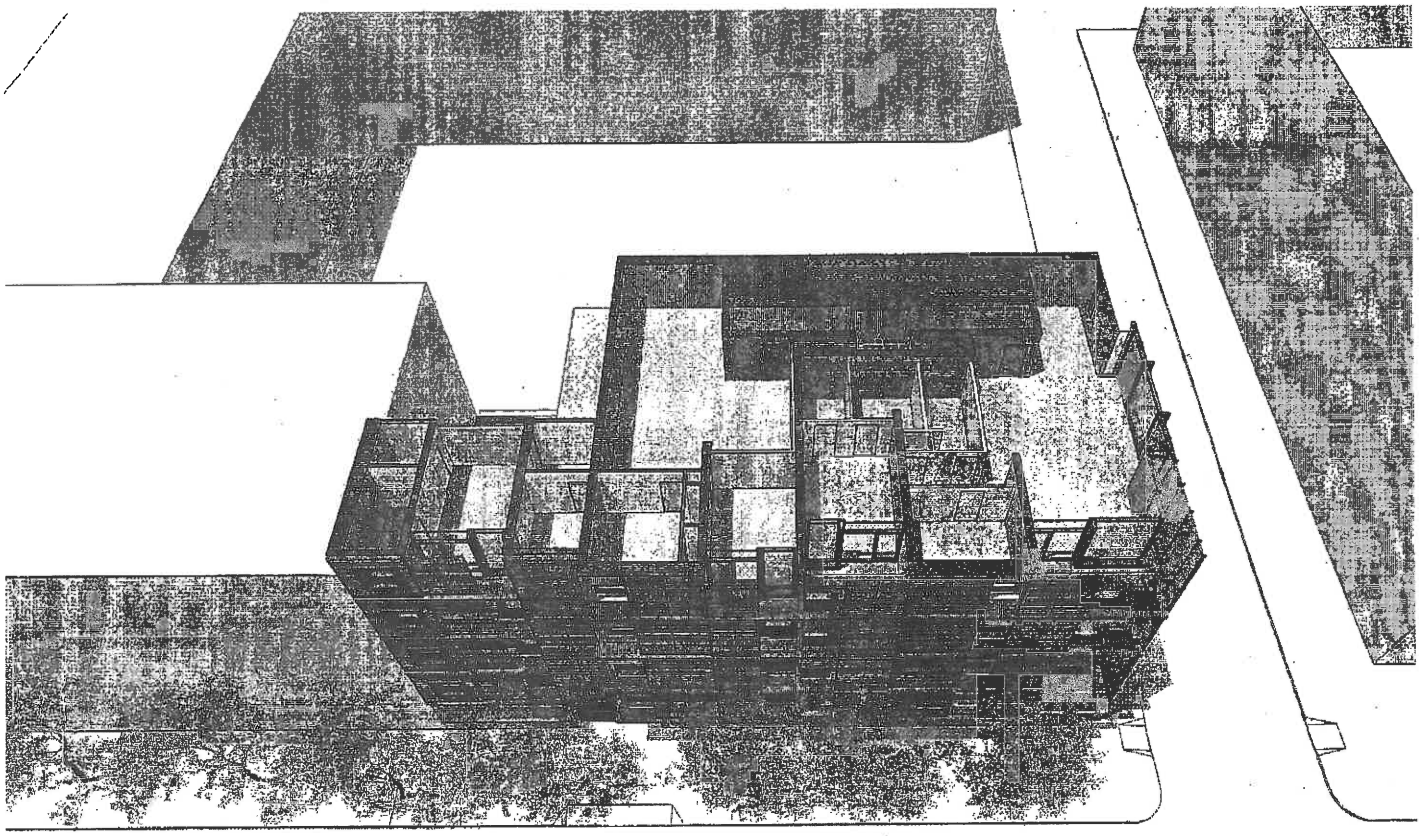
- SMART HOMES

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

nastasi
architects



5th FLOOR PLAN

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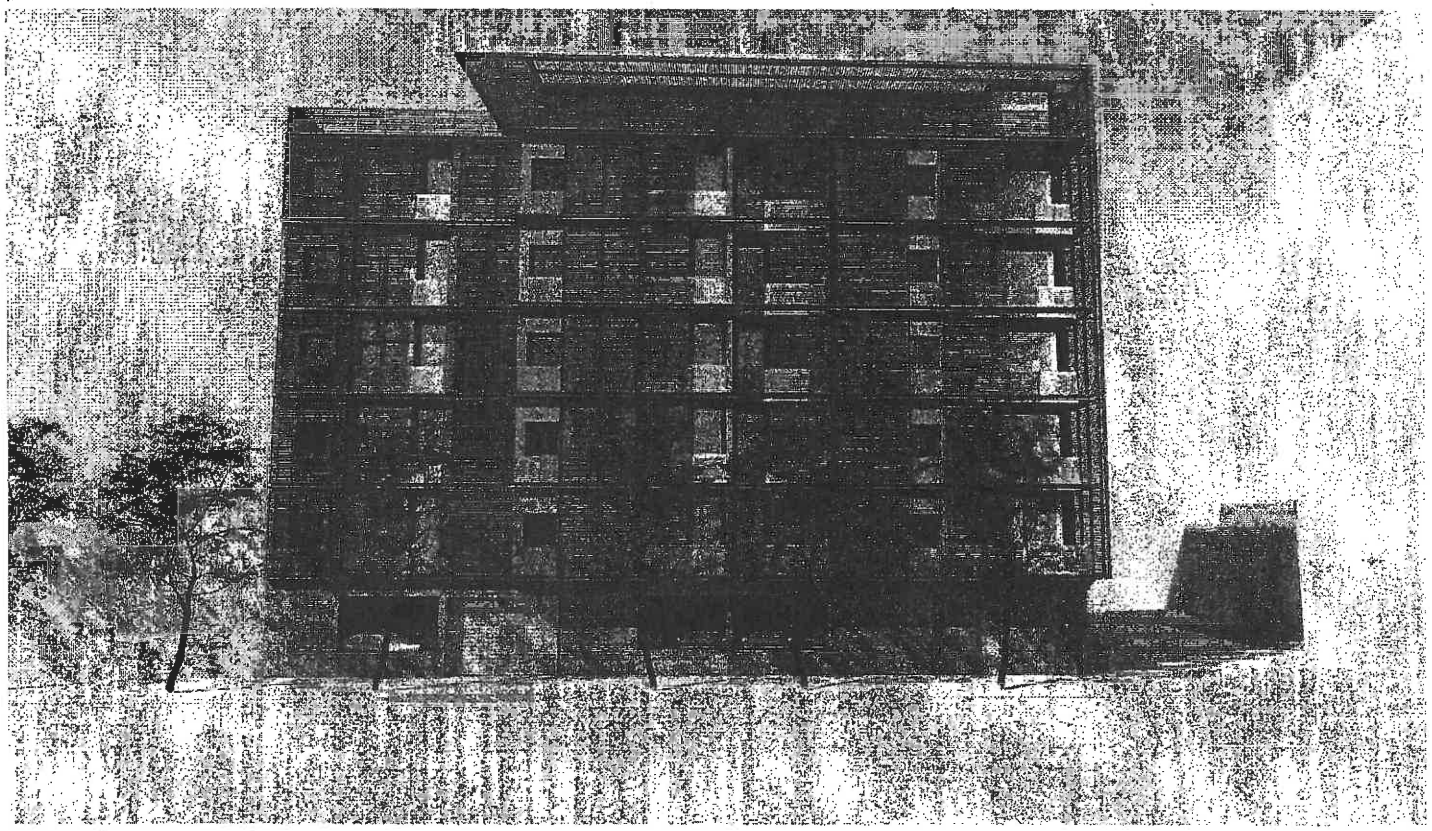
architects



EAST ELEVATION - DAY

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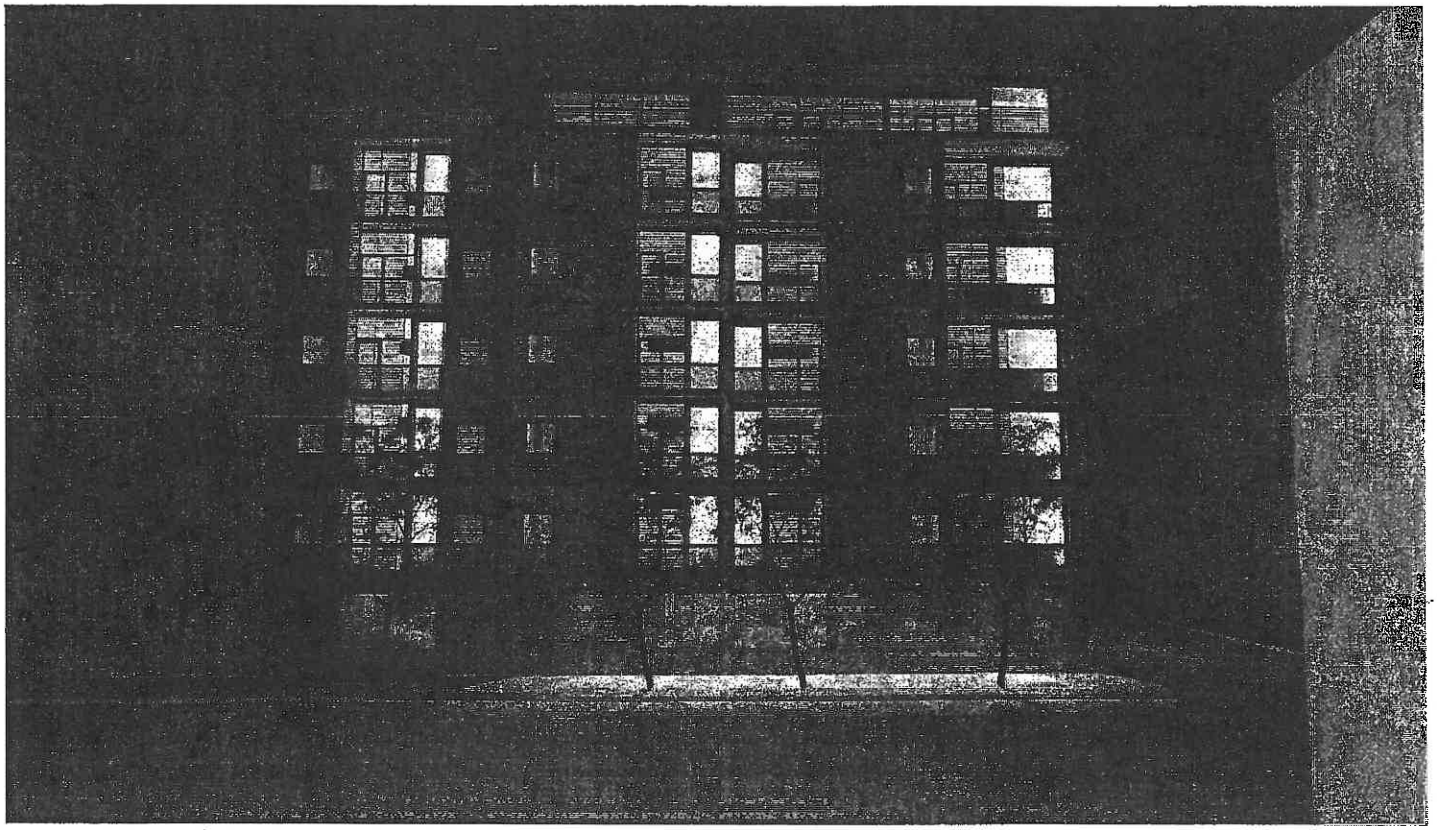
architects



EAST ELEVATION - NIGHT

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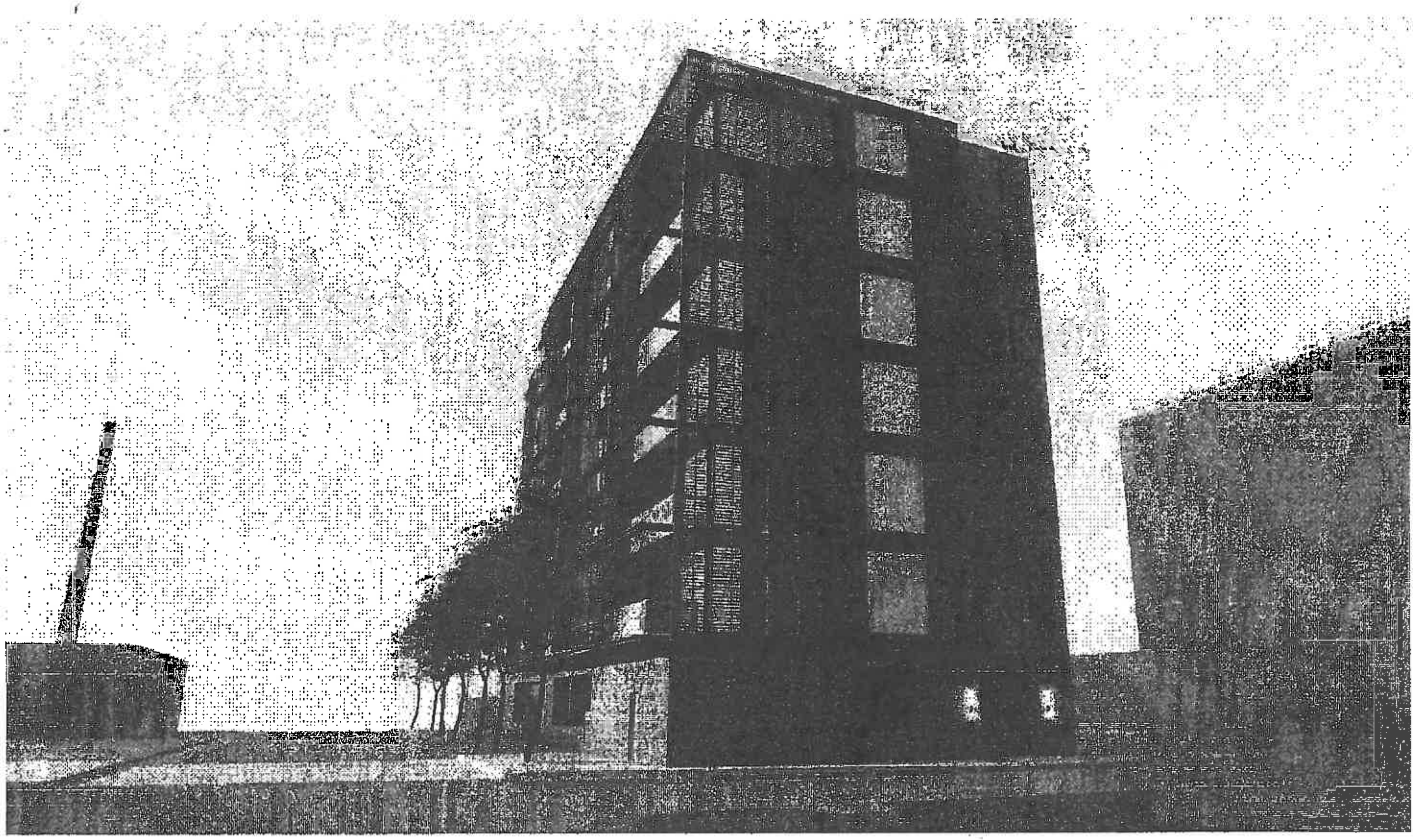

NORTH ELEVATION - DAY

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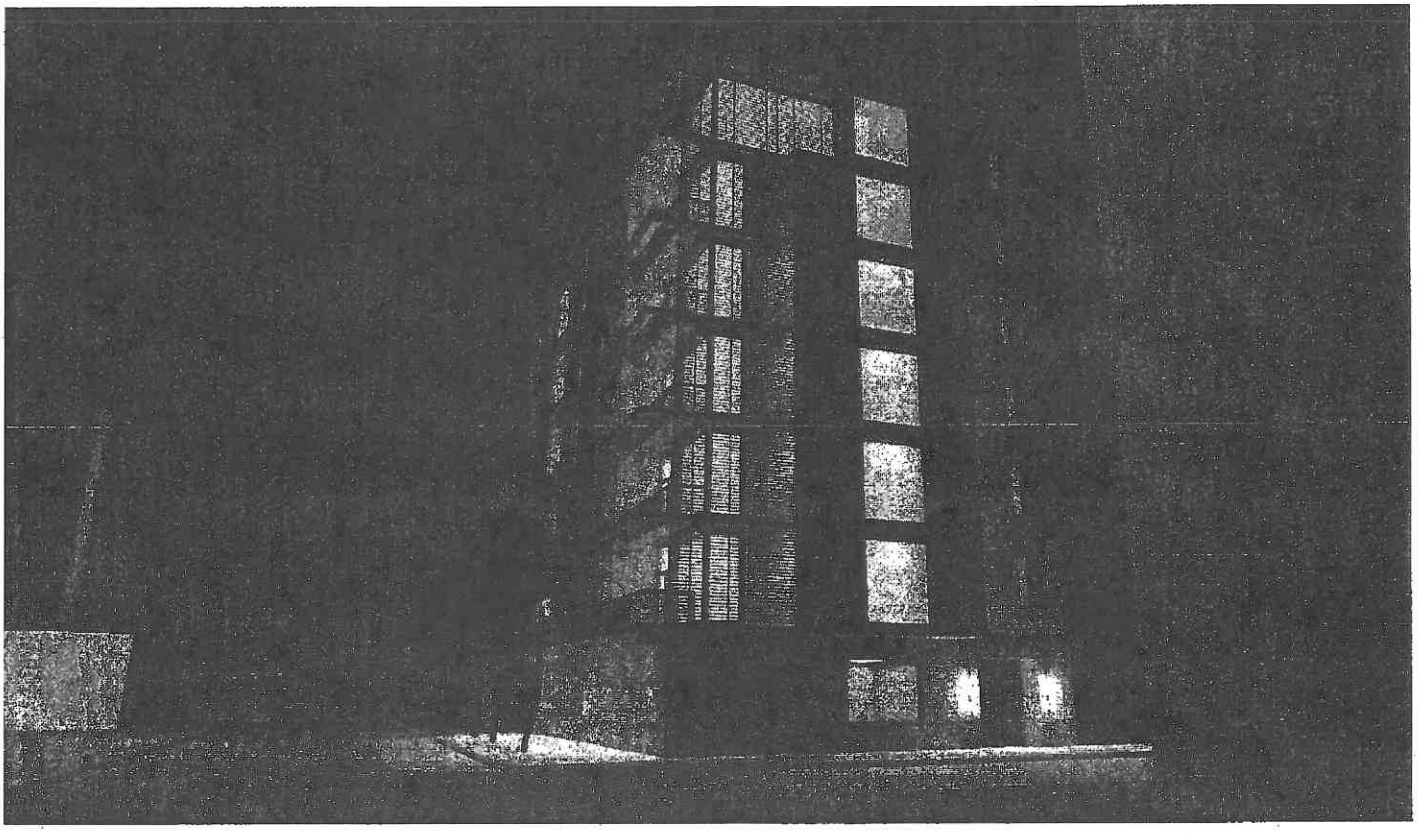
architects



NORTH ELEVATION - NIGHT

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architects

SOUTH ELEVATION - DAY

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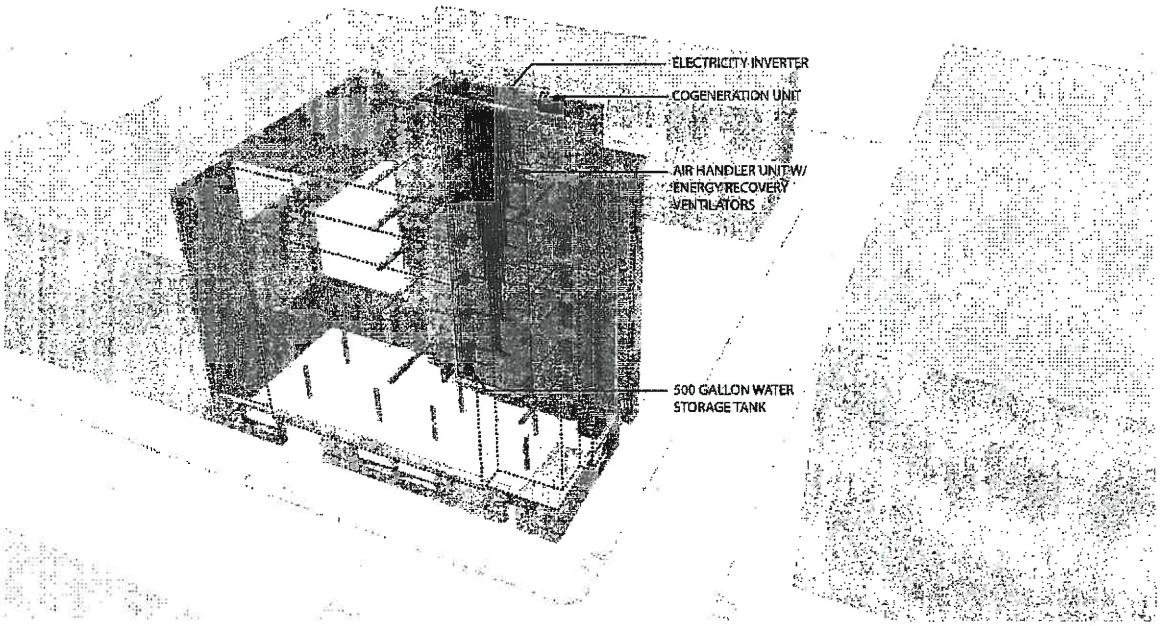
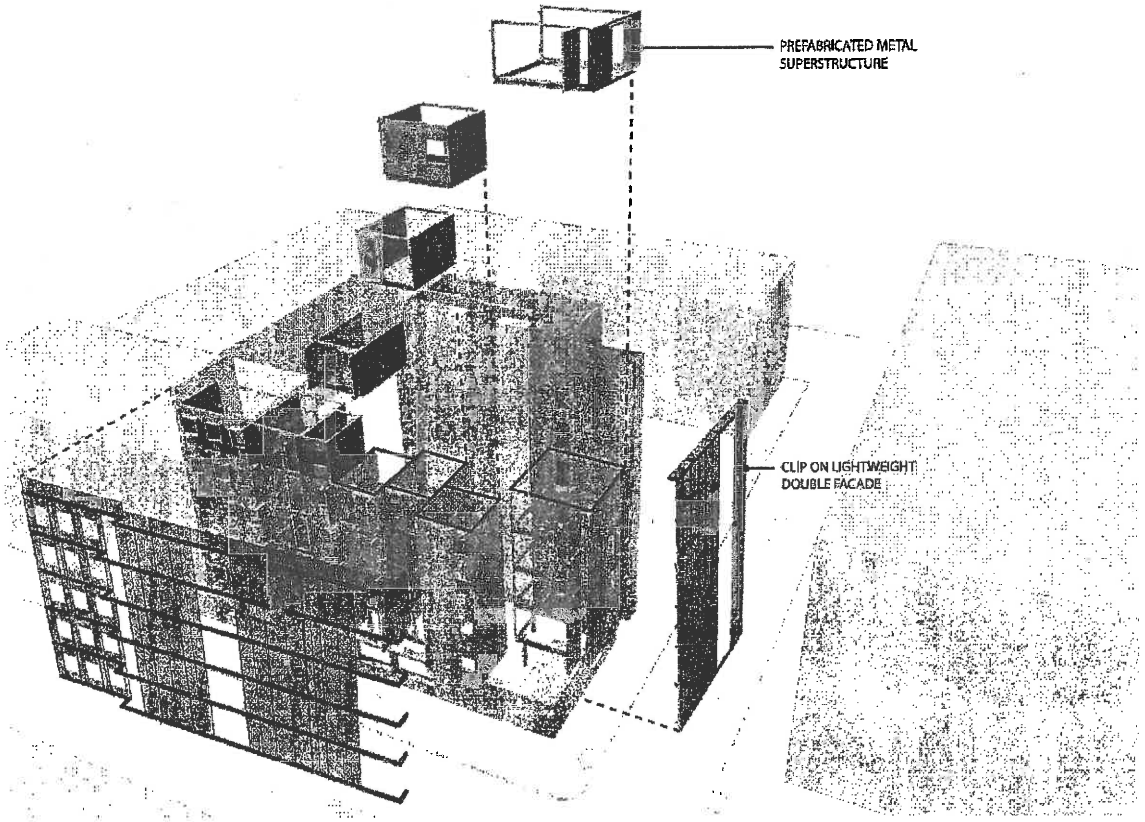
architects



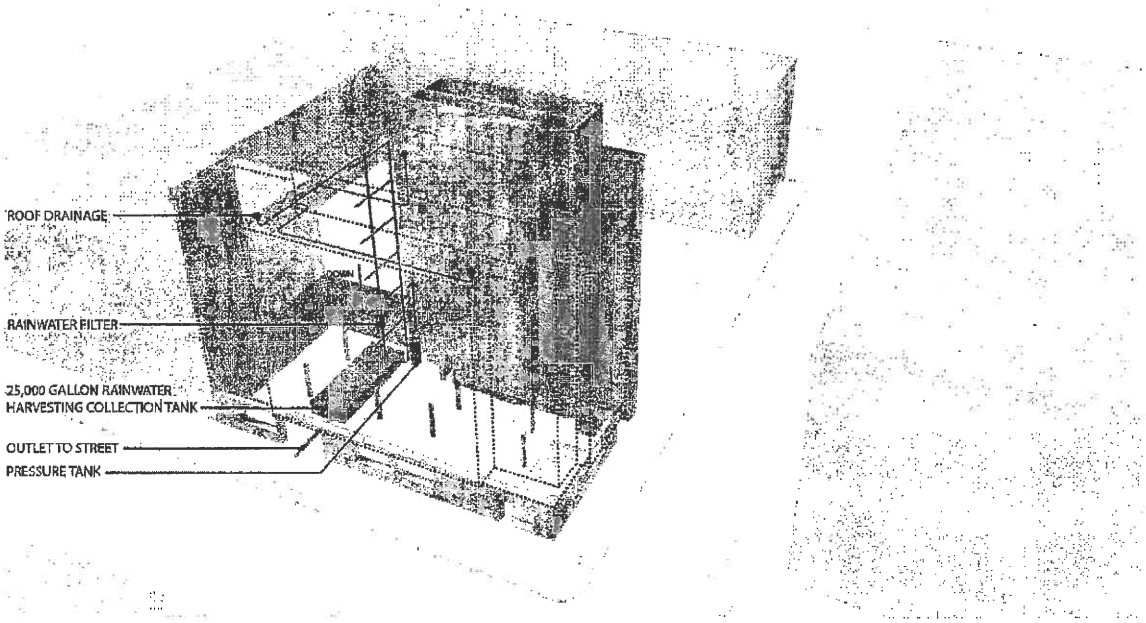
AIR DISTRIBUTION AND ELECTRICITY GENERATION

nastasi
architects



PREFABRICATED LIGHTWEIGHT METAL FRAMING & CLIP ON SOLAR SHADING

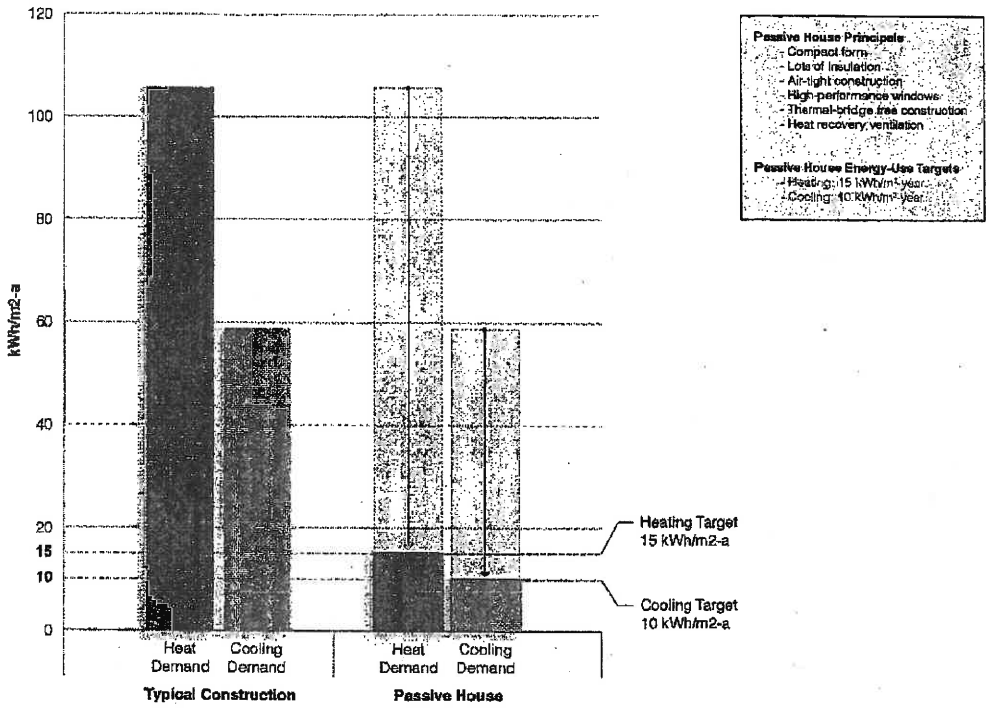
nastasi
architects



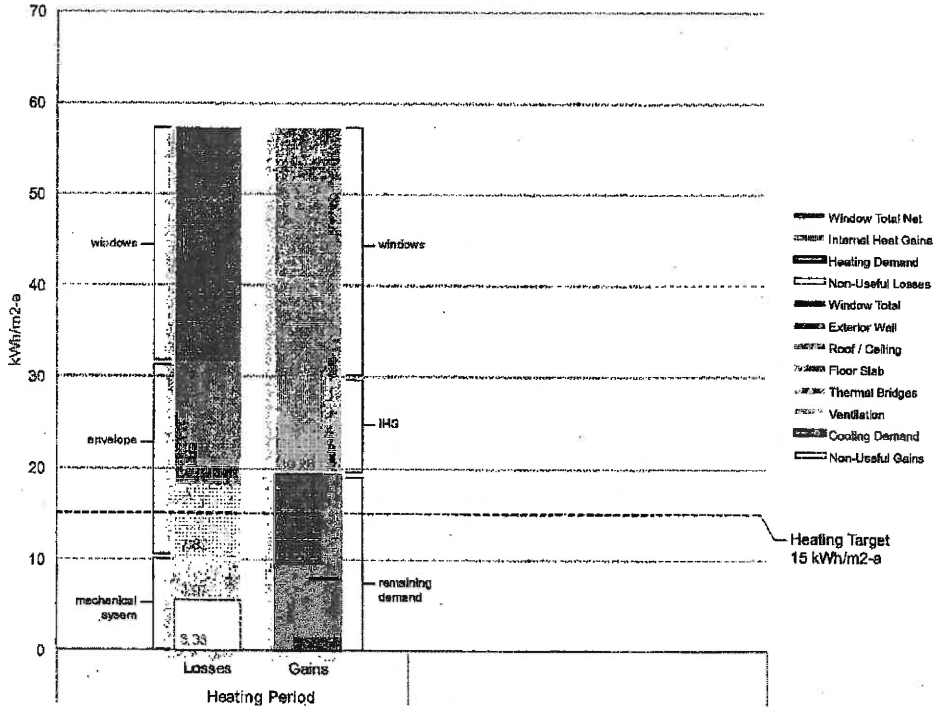
WATER COLLECTION & DISTRIBUTION

nastasi
architects

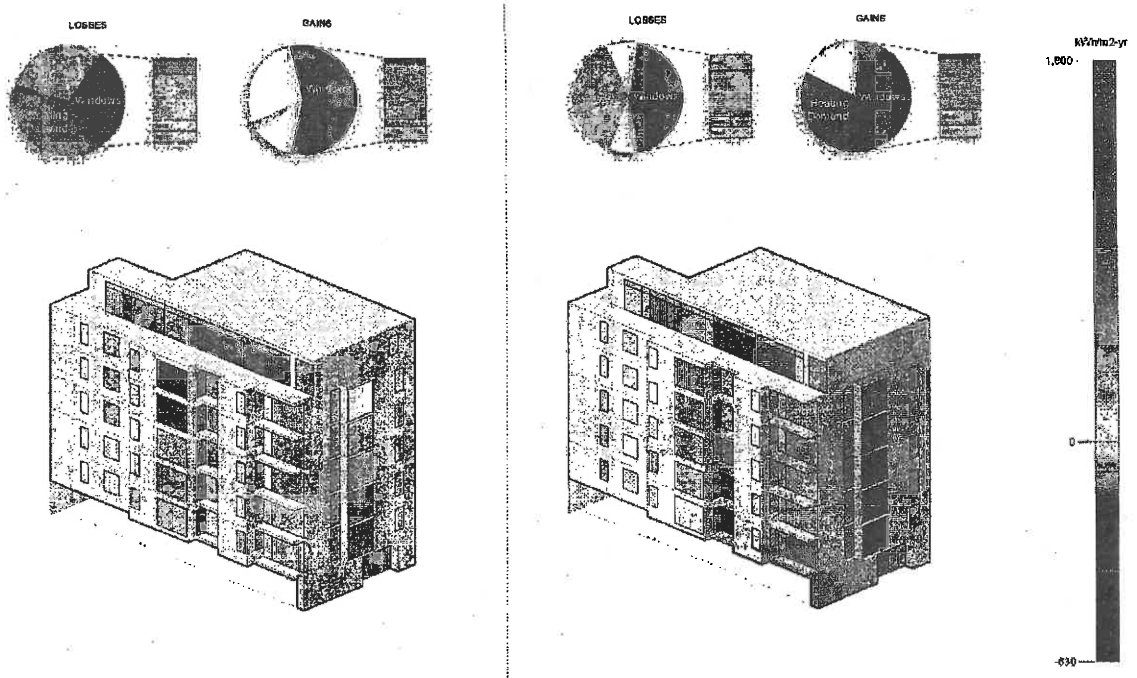
PASSIVE HOUSE TARGETS



EXISTING DEMAND HEATING AND COOLING SUPPLY



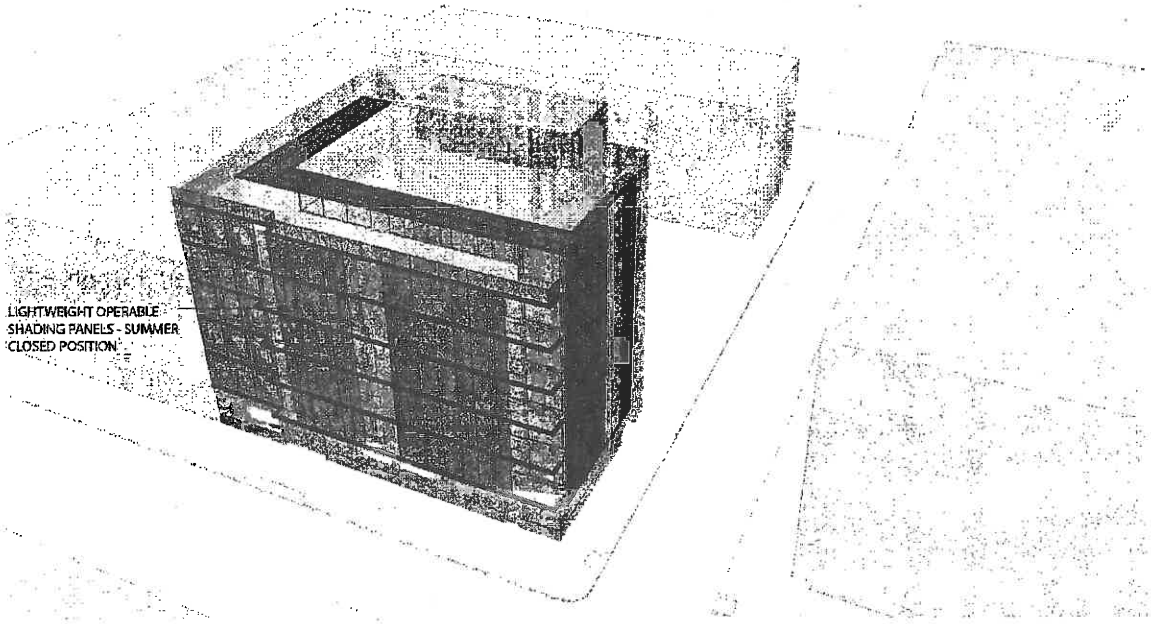
EXISTING DESIGN ENERGY BALANCE BY WINDOW



Summer

Winter

nastasi
architects

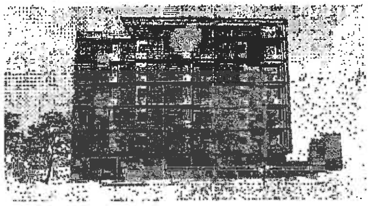


PERFORMATIVE DOUBLE FACADE - SUMMER

nastasi
architects

461 11th Street Lofts

4 6 1 1 1 t h S T R E E T , H O B O K E N , N J



GENERAL NOTES

1. ALL WORK DESCRIBED SHALL CONFORM TO AND BE CONSTRUCTED UNDER THE PROVISIONS OF THE INTERNATIONAL BUILDING CODE (LATEST EDITION AS AMENDED BY THE NJ UNIFORM CONSTRUCTION CODE) AS WELL AS ALL REQUIREMENTS OF THE CITY OF HOBOKEN, NEW JERSEY.
2. ALL PORTIONS OF THE PROJECT WHICH EXTEND TO THE PROPERTY LINES MUST BE APPROVED BY THE CITY OF HOBOKEN.
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR FULL COMPLIANCE WITH THE NATIONAL STANDARD PLUMBING CODE, THE NATIONAL ELECTRIC CODE, AND ALL AGENCIES WHICH HAVE JURISDICTION ON THE WORK, AS WELL AS THE REQUIREMENTS OF THE CITY OF HOBOKEN, N.J.
4. ALL DIMENSIONS AND LOCATIONS AS INDICATED ON THE DRAWINGS SHALL BE CONSIDERED TO BE REASONABLY CORRECT, BUT IT SHALL BE UNDERSTOOD THAT THEY ARE SUBJECT TO MODIFICATIONS AS MAY BE NECESSARY OR DESIRABLE AT THE TIME OF CONSTRUCTION OR INSTALLATION TO MEET ANY UNFORESEEN OR OTHER CONDITIONS.
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD 1988). ADVISORY BASE FLOOD ELEVATION = 11.0'
6. PROPOSED STREET TREES ARE SUBJECT TO APPROVAL BY THE HOBOKEN SHADE TREE COMMISSION.
7. LANDSCAPING LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL BE SUBJECT TO APPROVAL BY THE MAYOR AND COUNCIL.
8. PRIOR TO FINAL SITE PLAN APPROVAL PROOF OF SERVICE FROM NORTH HUDSON SEWERAGE AUTHORITY IS REQUIRED.
9. PRIOR TO FINAL SITE PLAN APPROVAL ALL UTILITIES ARE TO HAVE A PROOF OF SERVICE LETTER.

RSIS COMPLIANCE STATEMENT

THIS PROJECT WILL COMPLY WITH THE RESIDENTIAL SITE IMPROVEMENT STANDARDS OF THE ADMINISTRATIVE CODE OF THE STATE OF NEW JERSEY AND THE ADOPTED REVISIONS TO SAID STANDARDS BY THE CITY OF HOBOKEN, NEW JERSEY.

SEWER CALCULATIONS

1 2-BEDROOM UNIT @ 3.2 PERSONS EACH AND 225 G.P.D. PER UNIT = 4 PERSONS

9 3-BEDROOM UNITS @ 4 PERSONS EACH AND 300 G.P.D. PER UNIT = 36 PERSONS

1 4-BEDROOM UNIT @ 5 PERSONS EACH AND 300 G.P.D. PER UNIT = 5 PERSONS

TOTAL RESIDENTIAL OCCUPANCY = 45 PERSONS

2-BR UNITS: 1 x 225 G.P.D. = 225
3-BR UNITS: 9 x 300 G.P.D. = 2700
4-BR UNITS: 1 x 300 G.P.D. = 300

PROJECTED CONTRIBUTORY FLOW IN GALLONS PER DAY = 3,225 G.P.D.*

* NOTE: NORTH HUDSON SEWERAGE AUTHORITY HAS INDICATED THAT SUFFICIENT CAPACITY EXISTS FOR THIS PROJECT FLOW.

RECYCLING CALCULATIONS

RESIDENTIAL OCCUPANCY = 45 PERSONS
TOTAL OCCUPANCY = 45 PERSONS

WEEKLY MATERIAL GENERATION

GLASS (LOOSE, WHOLE) 1.5 LBS x 45 PERSONS = 68 LBS (APPROX. 0.31 CU YDS)

ALUMINUM CANS 0.1 LBS x 45 PERSONS = 4.5 LBS (LESS THAN 0.1 CU YDS)

TIN CANS 1.5 LBS x 45 PERSONS = 68 LBS (APPROX. 0.45 CU YDS)

CORRUGATED 2.5 LBS x 45 PERSONS = 113 LBS (APPROX. 0.91 CU YDS)

* OCCUPANT LOAD BASED ON I.B.C. CODE

RECYCLING REFUSE TO BE STORED IN STORAGE ROOM AS SHOWN AND PLACED CURBSIDE ON A DAILY BASIS BY BUILDING MANAGEMENT.

PROJECT INFORMATION

BLOCK NUMBER 100
LOT NUMBERS 10
ZONING DISTRICT NWRZ ZONE 1: Sub-Area 1
LOT AREA 6,000 SF
BUILDING FOOTPRINT 6,000 SF (FIRST FLOOR); 4,100 SF (2ND – 6TH FLOORS); 2,840 SF (7TH FLOOR)

REGULAR SPACES: 8
COMPACT SPACES: 5
REQUIRED ACCESSIBLE SPACES: (VAN ACCESSIBLE)
TOTAL PARKING SPACES PROVIDED: 13

RESIDENTIAL UNIT TYPES PROVIDED:
2 BEDROOM UNITS 1 UNIT
3 BEDROOM UNITS 9 UNITS
4 BEDROOM UNITS 1 UNIT
TOTAL RESIDENTIAL UNITS PROVIDED: 11 UNITS

PROJECT IS IN THE F.E.M.A. ADVISORY BASE FLOOD ELEVATION ZONE

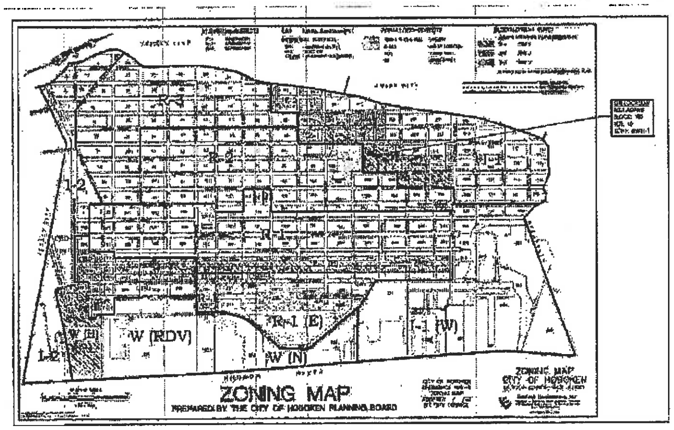
DRAWING LIST

- Z1 – ZONING MAP, ZONING DATA, DRAWING LIST, PROJECT DATA
- Z2 – 200' RADIUS MAP & PROPERTY OWNER LIST
- Z3 – EXISTING PROPERTY SURVEY
- Z4 – 1ST FLOOR PLAN
- Z5 – 2ND FLOOR PLAN
- Z6 – 3RD, 4TH, 5TH AND 6TH FLOOR PLAN
- Z7 – 7TH FLOOR
- Z8 – ROOF PLAN
- Z9 – BUILDING ELEVATIONS
- Z10 – WEST ELEVATION, BUILDING CROSS SECTION

ZONING DATA

REDEVELOPMENT ZONE:	NWRZ ZONE 1: Sub-Area 1		
ZONE 1	MID-RISE RESIDENTIAL AND NON-RESIDENTIAL	MID-RISE RESIDENTIAL	YES
MINIMUM SITE SIZE	10,000 SF	6,000 SF	NO*
PERMITTED BUILDING HEIGHT	5 RESIDENTIAL FLOORS OVER 1 STORY PARKING	6 RESIDENTIAL FLOORS OVER 1 STORY PARKING	YES
FLOOR AREA RATIO	[illegible]	[illegible]	YES
DENSITY	[illegible]	11 UNITS	COMPLIES
MAX. PARKING SPACES	RESIDENTIAL: 1 PER UNIT = 11 SPACES	13 SPACES	COMPLIES

* EXISTING NON-CONFORMING



ZONING MAP
Not to Scale

11th Street Lofts
461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10
321 Newark Street
Hoboken, NJ 07030

Zoning & Location Map
Property Survey
Project Information
Zoning Data

Z1

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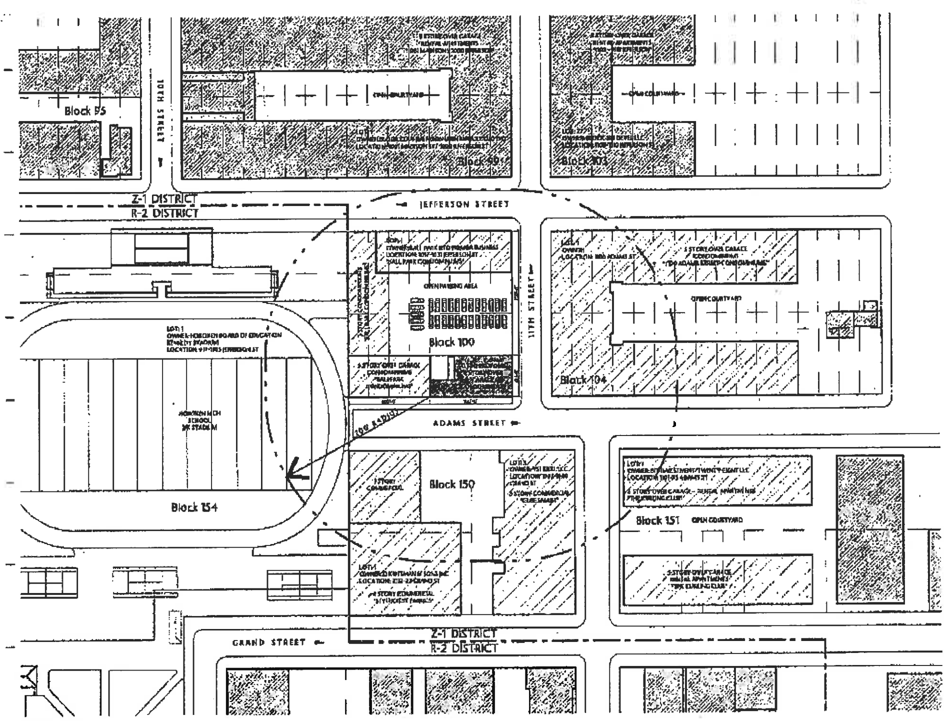

SITE MAP

OWNER AND ADDRESS REPORT

BLOCK	LOT	PROPERTY OWNER	PROPERTY LOCATION
[illegible]	[illegible]	[illegible]	[illegible]

OWNER AND ADDRESS REPORT

BLOCK	LOT	PROPERTY OWNER	PROPERTY LOCATION
[illegible]	[illegible]	[illegible]	[illegible]

11th Street Lofts
461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10
321 Newark Street
Hoboken, NJ 07030

Site Map
200' Property Owner List

Z2

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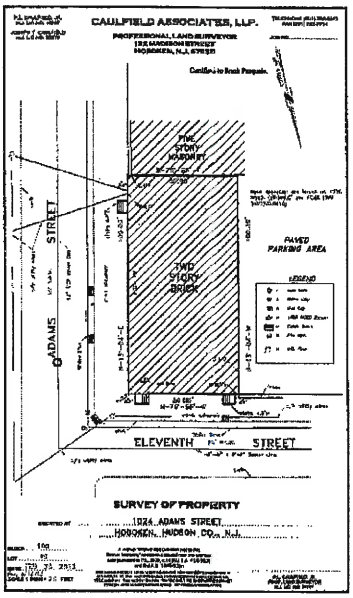


EXISTING SITE SURVEY
SCALE: AS NOTED

REVISIONS

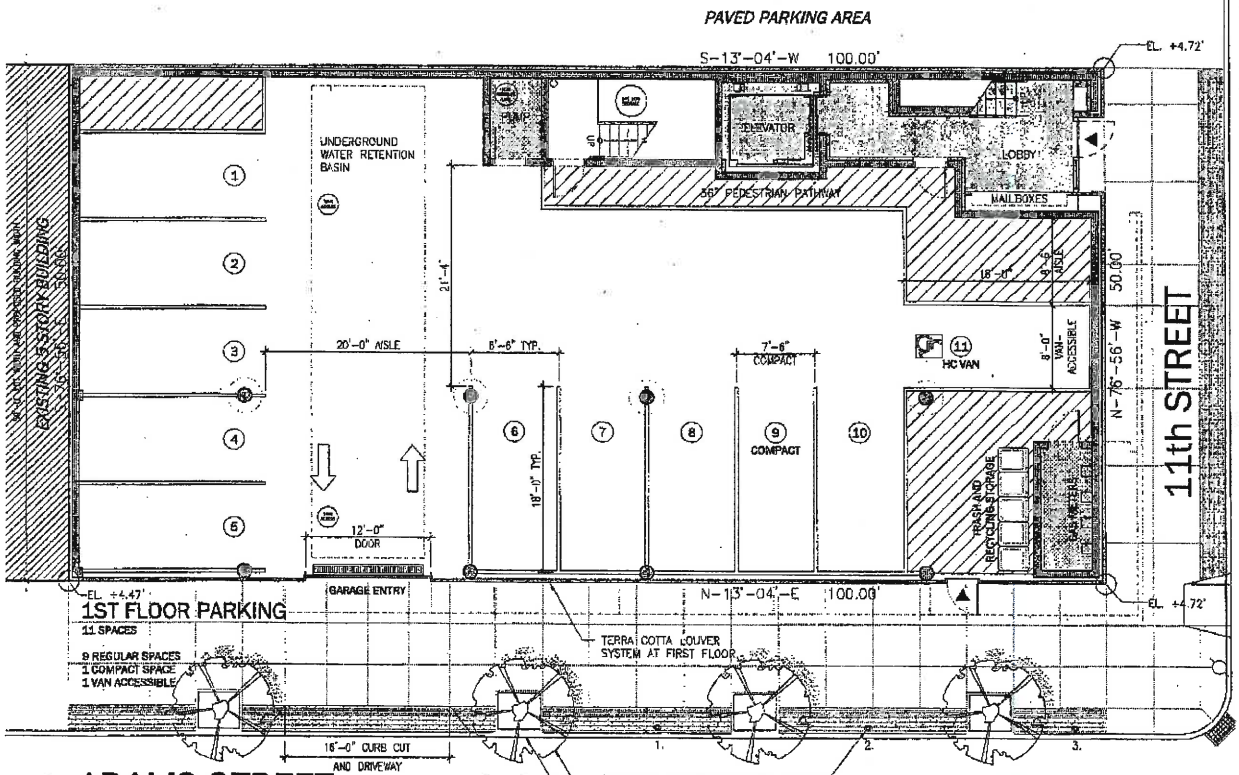
ISSUES

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

Site Map
Zoning Info
Owner Address Report

Z3



Proposed First Floor Plan
Scale: 1/4" = 1'-0"

REVISIONS

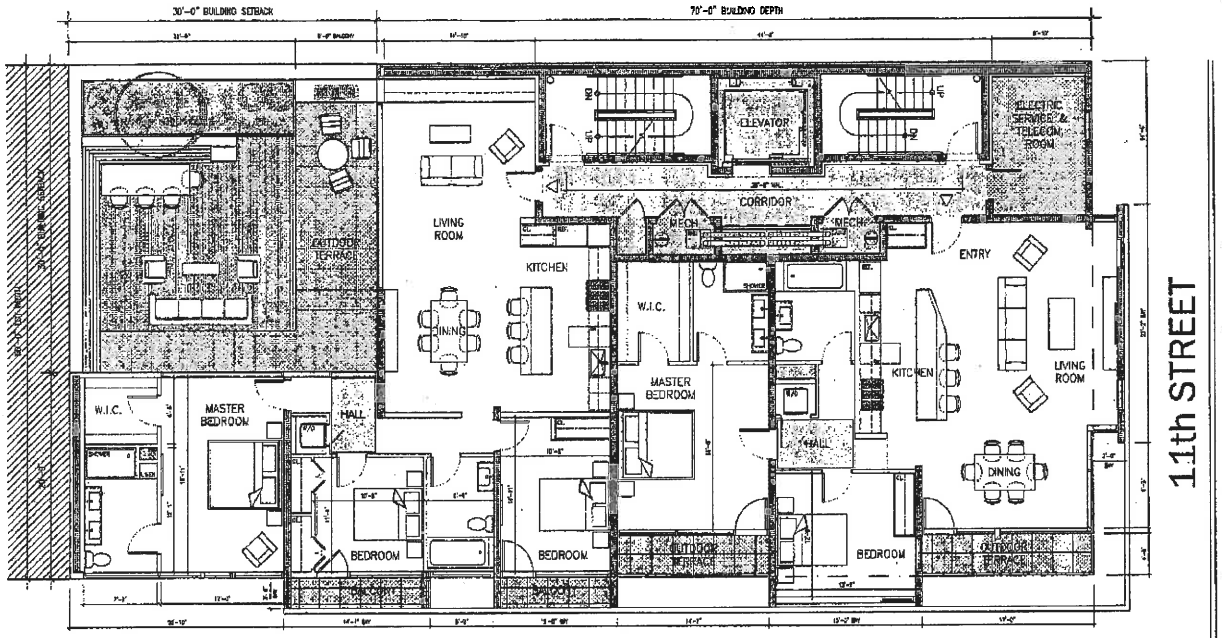
ISSUES

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

Proposed Floor Plans:
First Floor Plan

Z4



2nd FLOOR
4,100 SF GROSS BUILDING AREA
- 82% BUILDING COVERAGE
- 100% LOT COVERAGE

3BR UNIT
3 BR - 2 BA
1,510 SF INTERIOR
885 SF TERRACE & BALCONY

2,395 SF TOTAL

2 BR UNIT
2 BR - 2 BA
1,420 SF INTERIOR
115 SF BALCONY

1,535 SF TOTAL

ADAMS STREET

Proposed Second Floor Plan
Scale: 1/4" = 1'-0"

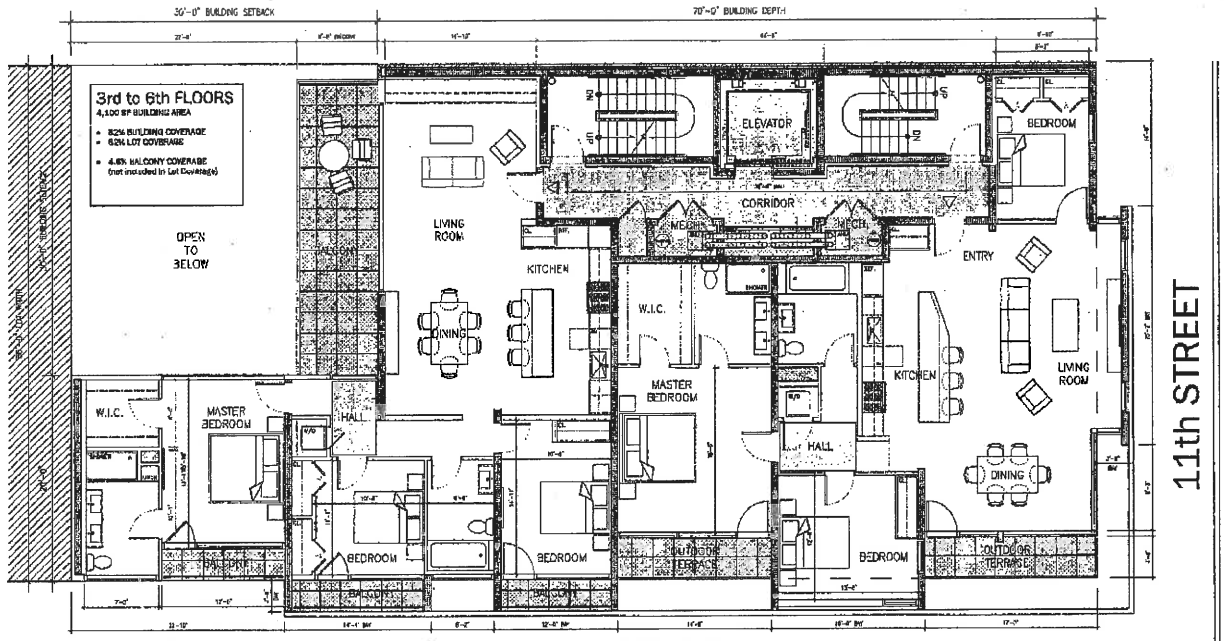
REVISIONS

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

Proposed Floor Plans:
Second Floor Plan

Z5



3BR UNIT
3 BR - 2 BA
1,585 SF INTERIOR
300 SF TERRACE & BALCONY

1,885 SF TOTAL

3 BR UNIT
3 BR - 2 BA
1,550 SF INTERIOR
115 SF BALCONY

1,665 SF TOTAL

ADAMS STREET

Proposed 3rd through 6th Floor Plans
Scale: 1/4" = 1'-0"

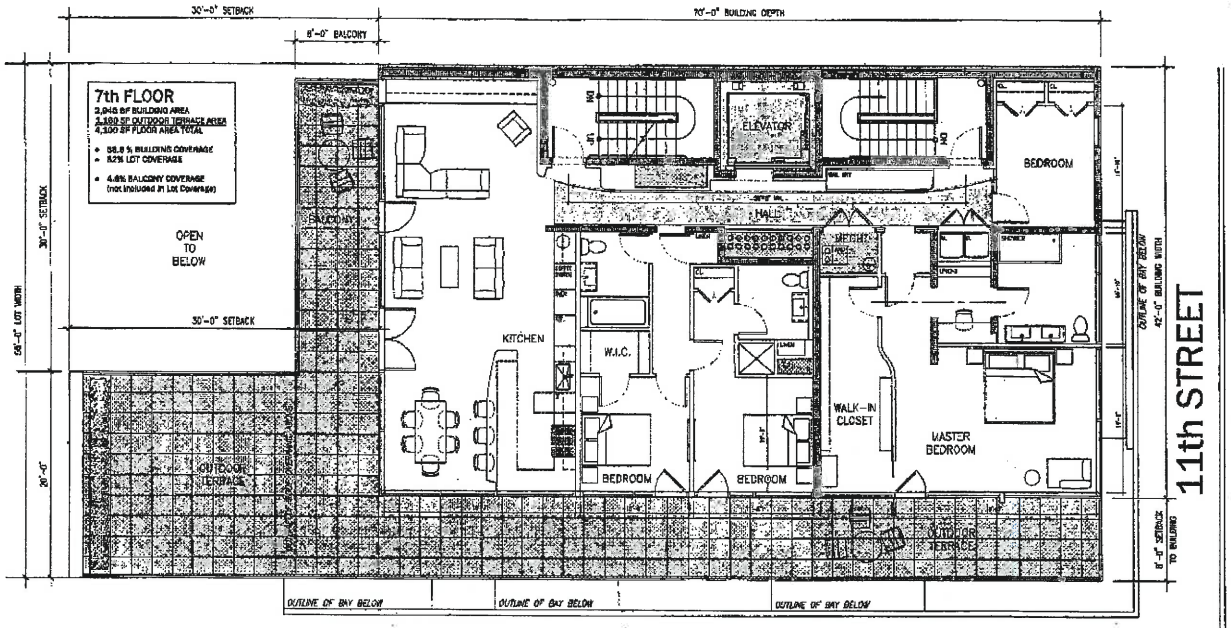
REVISIONS

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030
Block 100 - Lot 10

Proposed Floor Plans:
3rd through 6th Floors

Z6



4BR PH UNIT
4 BR - 3 BA
2,420 SF INTERIOR
1,360 SF TERRACE

3,780 SF TOTAL

ADAMS STREET

Proposed 7th Floor Plan
Scale: 1/4" = 1'-0"

REVISIONS

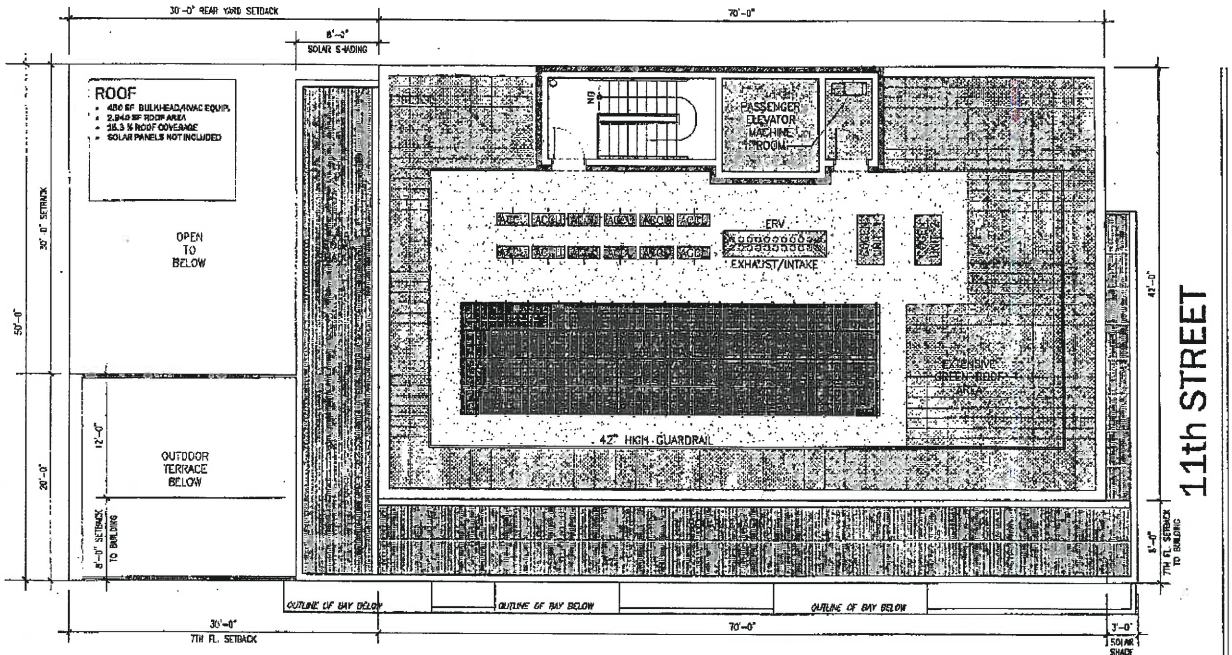
ISSUES

11th Street Lofts

441 11th Street
Hoboken, New Jersey 07030
Block 180 - Lot 10

Proposed Floor Plans:
7th Floor Plan

Z7



ADAMS STREET

Proposed Roof Plan
Scale: 1/4" = 1'-0"

REVISIONS

ISSUES

11th Street Lofts

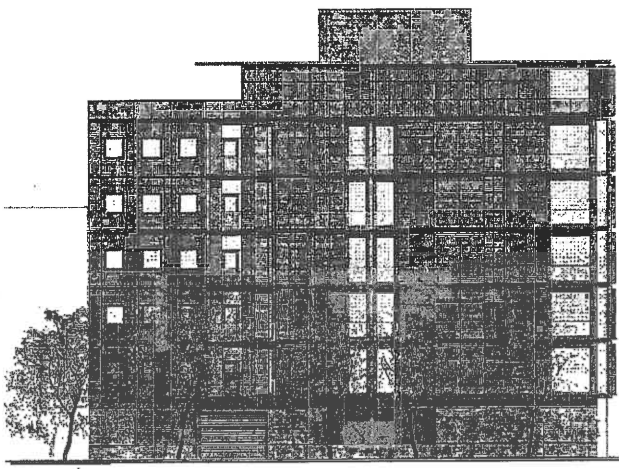
441 11th Street
Hoboken, New Jersey 07030
Block 180 - Lot 10

Proposed Roof Plan

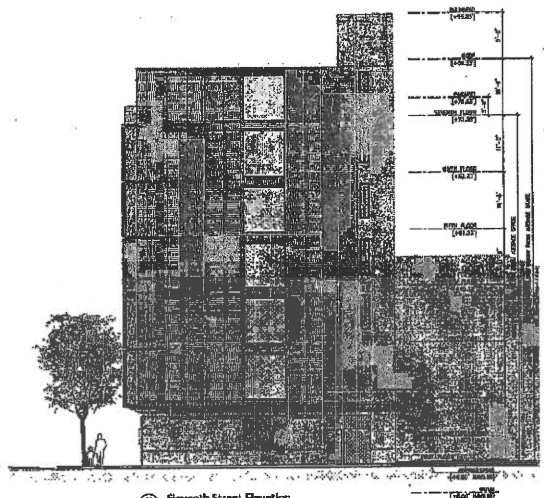
Z8

REVISIONS

ISSUES



Adams Street Elevation
Scale: 1/8" = 1'-0"



Eleventh Street Elevation
Scale: 1/8" = 1'-0"

11th Street Lofts

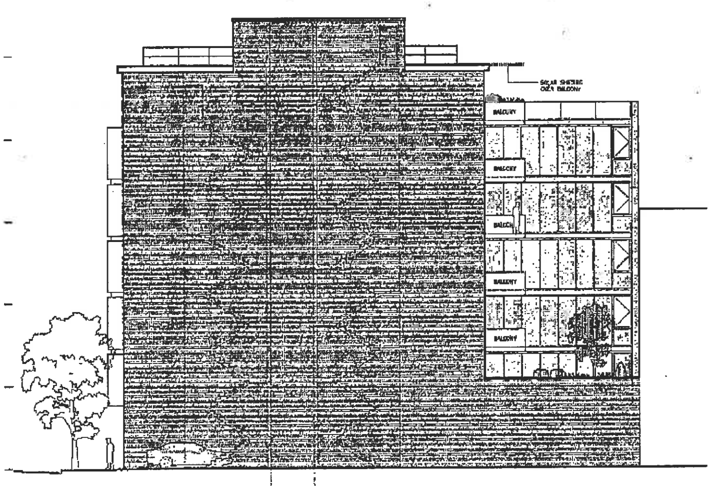
461 11th Street
Hoboken, New Jersey 07030

Building Elevations

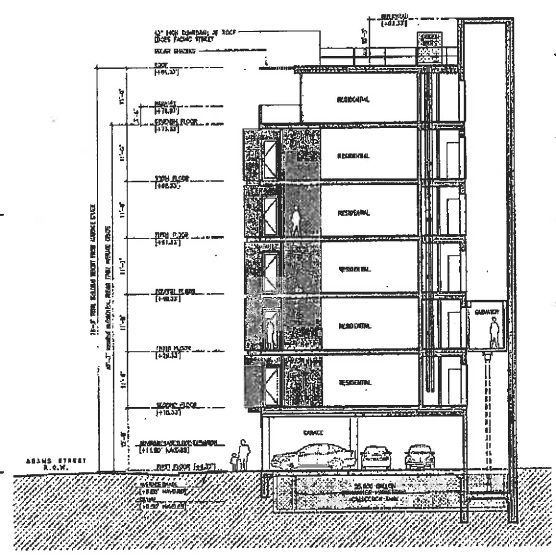
Z9

REVISIONS

ISSUES



West Parking Area Elevation
Scale 1/8" = 1'-0"



Building Section
Scale: 1/8" = 1'-0"

11th Street Lofts

461 11th Street
Hoboken, New Jersey 07030

West Elevation
Building Section

Z10

EXHIBIT E (to Amended Redevelopment Agreement)

Revised/Updated Site Plans

TRANSMITTAL

To: **Brandy Forbes**
Cc: **Meryl Gonchar**
Cc: **David Gaber**

From: Juan Rodriguez

Re: 1024 Adams Street
Block 100, Lot 10
461 11th Street
Hoboken, NJ 07030

Date: October 25,2016

The following Transmittal should serve to clarify upon the changes to the Architectural drawings for 1024 Adams a.k.a. Candela Lofts. between the following dates:

- April 15th, 2016 through September 15th,2016
- September 15th, 2016 through October 5th,2016
- October 5th , 2016 through October 25th, 2016

April 15th, 2016 through September 15th,2016

- As described in Article I Section 7 of the Amended Redevelopment Agreement, the project will incorporate a Solar thermal hot water system located on the roof. The solar hot water system generates hot water not electricity thus an electric supply to the microgrid is not possible.
- All balcony locations include a solid 42" high glass or metal guardrail is incorporated into the building façade as a buffer which would help prevent objects from falling from the balconies.
- Architectural Drawing sheet A001_Rev date 09.15.16, was submitted with updated sewer calculations which reflect the current unit count and occupants. (single sheet issued at this date)
- Architectural Drawing sheet A001. _Rev date 09.15.16 was submitted to reflect the correct Total gross residential floor area of 22,613 (single sheet issued at this date)
- Passivhaus certification criteria submitted
- LEED for Homes certification criteria submitted

September 15th, 2016 through October 5th,2016

- Architectural Drawing Sheet A000 indicates an updated Building façade rendering
- Architectural Drawing Sheet A201.1 indicates an updated Ground floor lobby design
- Architectural Drawing Sheet A201.2 indicates an updated Ground floor lobby design
- Architectural Drawing Sheets A202,A203, A204, A205 indicate an updated North East terrace design layout.
- Architectural Drawing Sheets A303 indicate updated façade materials for the North, East, and South building facades. Facade material is to be a Composite Rainscreen over R-40.

- Architectural Drawing Sheet A303 indicates updated façade materials for the West building facade. Facade materials are noted as a combination of Composite Rainscreen rainscreen over R-40 insulation and Finish Stucco over R-40 insulation.

October 5th , 2016 through October 25th,2016

- Architectural Drawing Sheet A000 indicates an updated parking layout of compact and regular spaces to allow for more regular spaces than previously submitted. Parking count remains the same at (11) total spaces including the required (1) van accessible space.
- Architectural Drawing Sheet A003 indicates an updated First floor Flood plan diagram.
- Architectural Drawing Sheet A201.1 and A201.2 indicate an updated Ground floor Lobby and Parking layout. Also indicated on this sheet is the On-Site Flood Panel Storage area within the garage, and the Exterior refuge area to be used during flood hazard situations.
- Architectural Drawing Sheet A202 indicates an updated location for the Electric room. The Electric room remains above the Design Flood Elevation at +18'-4" NAVD88.
- Architectural Drawing Sheet A207 indicates an increase in Green roof area and updated Green roof calculations as per LEED Platinum certification criteria.
- Architectural Drawing Sheet A301.1 and A301.2 indicates a new service door and updated flood vent location.

Please do not hesitate to call our studio with any questions at (201) 653-2577.

Sincerely,

Juan Rodriguez
nastasi **architects**

461 11th Street Lofts

Mid-rise Passivhaus Residential building
461 11th Street
hoboken.nj.07030

Redevelopment Amendment
October 25, 2016

PROJECT DATA:

OWNERS: FP LIMITED FAMILY PARTNERSHIP
807 FOUR SEASONS DRIVE
WAYNE NJ 07470

APPLICANT: FP LIMITED FAMILY PARTNERSHIP
807 FOUR SEASONS DRIVE
WAYNE NJ 07470600 HARRISON LLC

LOCATION: BLOCK 100 – LOT 10
461 11TH STREET
HOBOKEN, NEW JERSEY 07030

ZONE: NWRX ZONE 1: SUB–AREA 4

BULK ZONING REGULATIONS: (SEE SHEET A001)

200' PROPERTY OWNER'S LIST: (SEE SHEET A002)

LOT AREA	5,000 SF
BUILDING FOOTPRINT	5,000 SF (1ST FLOOR)
	4,100 SF (2ND–6TH FLOORS)
	2,940 SF (7TH FLOOR)
TOTAL GROSS BUILDING AREA	28,440 SF (ALL FLOORS)

*EXTERIOR BALCONIES & TERRACES NOT INCLUDED IN GSF CALCULATIONS

REGULAR SPACES:	7	
COMPACT SPACES:	3	
REQUIRED ACCESSIBLE SPACES:	1	(VAN ACCESSIBLE)
TOTAL PARKING SPACES PROVIDED:	11	

Updated Parking Layout

RESIDENTIAL UNIT TYPES PROVIDED:

2 BEDROOM UNITS	1 UNIT
3 BEDROOM UNITS	8 UNITS
4 BEDROOM UNITS	1 UNITS
TOTAL RESIDENTIAL UNITS PROVIDED:	10 UNITS

HUDSON COUNTY MAP
PROJECT IS IN THE F.E.M.A. ADVISORY BASE FLOOD ELEVATION ZONE
DRY FLOOD PROOF OF FIRST FLOOR LOBBY TO 13.0' NAVD88

LOCAL MAP
NOT TO SCALE

REGIONAL MAP
NOT TO SCALE

Architect

Nastasi Architects
321 Newark Street
Hoboken NJ, 07030
tel: 201.653.2577

Structural Engineer

Christie Engineering, P.C.
Bedminster NJ, 07921
tel: 908.470.1919

MEP/FP Engineer

Concord Atlantic Engineers
8025 Black Horse Pike
West Atlantic City, NJ 08232
tel: 609.272.9620

Site Engineer

George Gloede
P.O. Box 449 Oak Ridge, NJ 07438

SYMBOL KEY

Symbol	Description
A	Window Number
101	Door Number
Office 1001	Room Name / Room Number
W1	Wall Type Symbol
101 / A1.0	Cabinetry Number / Drawing Number
1001	Equipment Number
e FE(TYPE)	Fire Extinguisher, for type and cabinet style refer to specifications
REVISION # / CHANGE	Revision Number
1 / A1.0	Section/Elevation Number / Drawing Number
1 / A1.0	Detail Number / Drawing Number
	Area Detailed at Larger Scale
1	Column Line and Number
	Centerline
	Hidden Line Below Or Above
	Dimension to or from a centerline
	Dimension to or from a surface
	Level Line / Elevation datum
6'-8" A.F.F.	Elevation Above Finished Floor
	Existing walls to be removed
	Existing Masonry wall to remain, refer wall type details
	New Masonry wall, refer wall type details
	New wall construction, refer to wall type details & Finish Schedule
	Fire rated partition, refer to wall type details

DRAWING LIST

architectural

SHEET	DESCRIPTION
GENERAL INFORMATION	
A000	Cover Page, Drawing List, Code Data
A001	General Notes, Recycling Calculations, Sewer Calculations
A001.1	Zoning Information, FAR Calculations, Lot Coverage Calculations
A002	Site Map; 200ft Property Owner List
A003	Site Plan Notes; Flood Hazard Notes; Flood Panel Information; First Floor Flood Plan Diagram
A004	Parking Details, Planting Details, Landscape Schedule, Sidewalk Details, Paving Details
A005	Car Charging Detail, Bike rack detail, Parking Signage details
A006	Ground Floor Photometric Plan
FLOOR PLANS	
A201.1	First Floor Flood Plan
A201.2	First Floor Site Utilities Plan
A202	Second Floor Plan – Units 2S, 2N
A203	Third Floor Plan –Units 3S, 3N
A204	Fourth & Fifth Typical Construction Plans Units, 4N, 4S, 5N, 5S
A205	Sixth Floor Plan – Unit 6N, 6S
A206	Seventh Floor Plan – Unit 7
A207	Roof Plan
BUILDING ELEVATIONS	
A301.1	East Building Elevation
A301.2	East Building Elevation Balcony cutaway
A302	North Building Elevation
A303	West Building Elevation
A304	South Building Elevation
BUILDING SECTIONS	
A401	Building Section

structural

SHEET	DESCRIPTION

mechanical, electric, plumbing

SHEET	DESCRIPTION

THIS PROJECT IS DESIGNED USING THE FOLLOWING CODES:

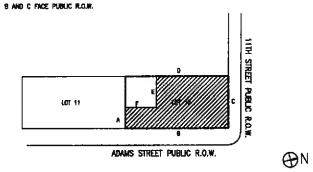
THE INTERNATIONAL BUILDING CODE / 2009
THE INTERNATIONAL MECHANICAL CODE/2009
THE INTERNATIONAL FUEL GAS CODE/ 2009
THE NATIONAL ELECTRICAL CODE/ 2011
THE NATIONAL STANDARD PLUMBING CODE/ 2009

CODE DATA

SECTION	2009 INTERNATIONAL BUILDING CODE
302.3.3	MIXED OCCUPANCIES, SEPARATED USE GROUPS R–2 MULTI FAMILY RESIDENTIAL (LOT 10)
503	GENERAL BUILDING HEIGHT AND AREA LIMITATIONS – TYPE 1B CONSTRUCTION
T 503	AREA FOR R–2 USE: UNLIMITED SF HEIGHT: 8 STORIES (85 FEET)
504.2	AUTOMATIC SPRINKLERS PROVIDED TOTAL BUILDING HEIGHT INCREASED TO 6 STORIES OVER 1 STORY PARKING (78'–3")
602.5	CONSTRUCTION CLASSIFICATION: TYPE IB
T 601	FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (HOURS) PRIMARY STRUCTURAL FRAME 2 HR (NOT LESS THAN TABLE 602 PER 704.10) BEARING WALLS, EXTERIOR 2 HR (NOT LESS THAN TABLE 602) BEARING WALLS, INTERIOR 2 HR NON–BEARING WALLS, EXT. (PER TABLE 602): SEE BELOW NON–BEARING WALLS, INTERIOR 0 HR FLOOR CONSTRUCTION 2 HR ROOF CONSTRUCTION 1 HR
T 602	FIRE RESISTANCE RATINGS FOR EXTERIOR WALLS

WALL	FACING	SEPARATION DIST.	RATING
A	LOT 11 PROPERTY LINE	<5 FT	1 HR
B	ADAMS STREET R.O.W.	>30 FT	0 HR
C	11TH STREET R.O.W.	>30 FT	0 HR
D	WEST PROPERTY LINE	<5 FT	1 HR
E	COURTYARD	=30 FT	0 HR
F	COURTYARD	=30 FT	0 HR

A, B AND C FACE PUBLIC R.O.W.



ADJOINING PROPERTY NOTIFICATION REQUIRED PRIOR TO ISSUING OF PERMITS FOR CONSTRUCTION

SECTION	
705.8	MAX AREA OF EXTERIOR WALL OPENINGS

WALL	FACING	SEPARATION DIST.	RATING
A	SOUTH PROPERTY LINE	>30 FT	NO LIMIT
B	ADAMS STREET	>30 FT	NO LIMIT
C	11TH STREET	<5 FT	NO OPENINGS
D	WEST PROPERTY LINE	<5 FT	NO OPENINGS
E	COURTYARD	=30 FT	NO LIMIT
F	COURTYARD	=30 FT	NO LIMIT

A, B AND C FACE PUBLIC R.O.W.

705.8.5	VERTICAL SEPARATION OF OPENINGS. (EXEMPT PER SECTION 705.8.5.2–EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEM)
708.4	FIRE RESISTANCE RATING (SHAFT ENCLOSURES) CONNECTING 7 STORIES 2 HR
709.3	FIRE PARTITIONS – FIRE RESISTANCE RATING TENANT DEMISING WALLS 1 HR CORRIDOR WALLS 1/2 HR (TABLE 1018.1)
713.4	FIRE DOOR & SHUTTER ASSEMBLIES 2 HR FIRE WALLS & BARRIERS 1 1/2 HR 1 HR SHAFT & EXIT ENCLOSURES 1 HR OTHER FIRE BARRIERS 3/4 HR 1 HR EXIT ACCESS CORRIDOR ENCLOSURE 1/3 HR OTHER FIRE PARTITIONS 3/4 HR
1008.1.1	DOORS MINIMUM EGRESS DOOR WIDTH PROVIDED 3'–0"
1009.1	STAIRWAY WIDTH MINIMUM STAIR WIDTH PROVIDED 3'–6" (1009.1.1 3'–0" PERMISSIBLE WITH AN OCCUPANCY LOAD LESS THAN 50)
1018.2	CORRIDOR WIDTH MINIMUM CORRIDOR WIDTH PROVIDED 3'–6" (1018.2.2 3'–0" PERMISSIBLE WITH AN OCCUPANCY LOAD LESS THAN 50)
712.3	HORIZONTAL ASSEMBLIES–FIRE RESISTANCE RATING BETWEEN DWELLING UNITS 2 HR (IBC TABLE 707.3.8)
1021.1	MIN. NUMBER OF EXITS 2
1207.2	AIRBORNE SOUND TRANSMISSION MIN. 50 S.T.C.
1207.3	STRUCTURE–BORNE SOUND TRANSMISSION MIN. 50 I.I.C.

APPLICABLE CODES FOR ARCHITECTURAL DRAWINGS

1. CURRENT NEW JERSEY UNIFORM CONSTRUCTION CODE (NJUCC) DEFINED AS THE NEW JERSEY ADMINISTRATIVE CODE CHAPTER 23 (NJAC 5:23)
2. INTERNATIONAL BUILDING CODE, NEW JERSEY EDITION, 2009 EDITION (IBC 2009) AS AMENDED BY THE BUILDING SUBCODE OF THE NJUCC (NJAC 5:23–3.14) PUBLISHED BY THE INTERNATIONAL BUILDING CODE
3. ICC/ANSI A117.1–2003 AMERICAN NATIONAL STANDARD FOR ACCESSIBLE AND USABLE BUILDINGS AND FACILITIES AS AMENDED BY THE BARRIER–FREE SUBCODE OF THE NJUCC (NJAC 5:23–7)

SPRINKLER NOTE

COMPLY WITH NFPA 13 2007 & NFPA 72 2007

SPRINKLER SHOP DRAWINGS TO BE SUBMITTED BY SPRINKLER CONTRACTOR TO CITY OF HOBOKEN FIRE SUBCODE OFFICIAL FOR REVIEW AND APPROVAL

REVISIONS

NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	08/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/06/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	08/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE

ISSUES

FP Limited Family Partnership — OWNERS
807 Four Seasons Drive
Wayne, New Jersey 07470

Lorien Lofts

461 11th Street
Hoboken NJ 07030

Block 100 - Lot 10

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

321 Newark Street
Hoboken, NJ 07030
Tel: 201.653.2577
Fax: 201.653.2642
NJ License #AI011330
NY License #021574

Project Data
Code Data
Drawing List
Symbol Key
Location Maps

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A000

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MODIFICATION PROCEDURES
1. Contractors shall promptly notify the Architect of any ambiguity, inconsistency, or error that they may discover upon examination of the bidding documents. Site and local conditions shall be reviewed on site.
2. Any interpretation, correction or change of the contract will be made by written addendum.
3. Where alternative construction to design is installed, certification shall be provided to the The Port Authority of NY & NJ. This certification is to be performed by the Architect or other approved testing agency and shall be at the expense of the Contractor unless otherwise agreed to in writing (IBC 1703.4(.1&.2) and 1703.5).
4. Construction variations from these documents by the Owner or Contractor shall be the responsibility of the persons making such changes.

REGULATORY REQUIREMENTS
1. Work shall comply with the "New Jersey Uniform Construction Code," the "Regulations of the New Jersey Uniform Construction Code," and other, regulations, ordinances, utility companies and all governmental agencies having jurisdiction, most recent edition.
2. All construction work to be in accordance with and conform to "International Building Code, New Jersey Edition/2009," including all subsequent revisions and amendments thereto.
3. All electrical work to be in accordance with and conform to "The National Electrical Code 2011," including all subsequent revisions and amendments thereto.
4. All mechanical work to be in accordance with and conform to "International Mechanical Code/2009," including all subsequent revisions and amendments thereto.
5. All plumbing work to be in accordance with and conform to "The National Standard Plumbing Code/2003," including all subsequent revisions and amendments thereto.
6. Wherever drawings state to be "Certified", test reports conducted by an approved testing agency shall be provided to the architect at the expense of the Contractor (IBC 1703.1).

SPECIAL PROJECT PROCEDURES
1. Work shall comply with the "New Jersey Uniform Construction Code," the "Regulations of the New Jersey Uniform Construction Code," and other, regulations, ordinances, utility companies and all governmental agencies having jurisdiction, most recent edition.
2. No Contractor nor Subcontractor shall commence work under this contract until he/she has provided proof of insurance of such character and in such amounts as will provide adequate protection for the Owner, the Architect, the members thereof, and their successors, all agents, officers and servants of the Owner, and the Contractor and Subcontractor against all claims, liabilities, damages and accidents. Such insurance shall remain in force throughout the life of this contract.
3. Each Contractor by making his/her bid represents that he/she has read and understands the contract documents and his/her bid is made in accordance therewith; and that he/she visited the site and has familiarized himself/herself with the local conditions under which the work is to be performed; and that his/her bid is based upon the materials, systems, and equipment described in the contract documents without exceptions.
4. All permits and inspections shall be the responsibility of the Contractor. All permits must be clearly displayed at jobsite and copies of same distributed to the Architect and the Owner.

QUALITY REQUIREMENTS
1. Labor, materials and workmanship shall be in accordance with the highest standards of the industry.
2. All work performed as a part of this contract is to be guaranteed by the Contractor and/or Subcontractor and to be free from defects on material and workmanship for a period of one (1) year from the date of substantial completion of the work: the Contractor and/or Subcontractor agrees to return to the job and make repairs and/or replacement to such defects at no cost to the Owner.
3. Details and dimensions, shown in any section, apply to all similar sections unless otherwise noted.
4. These drawings were prepared with the intent that the Work shall be performed by a qualified General Contractor.
5. All Work shall be in conformance with all Codes and regulations of any Federal, State, County agency having jurisdiction over such work and The Port Authority of NY & NJ.
6. All Work is to be performed by qualified mechanics and technicians, and shall be of the highest levels of craftsmanship.
7. Any discrepancies between the drawings and site conditions, and any incongruencies present within these drawings are to be brought to the attention of the Architect as soon as they are noticed and prior to continuation of the work.
8. Contractor shall maintain Workman's Compensation, and shall maintain for the duration of the project, Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance and shall provide proof of such coverage to the Owner and Architect prior to commencement of Work.
9. During the course of the Work, conditions may be found that require Architectural or Engineering intervention. It is the responsibility of the Contractor to bring such conditions to the attention of the Architect and the Owner immediately following discovery, and prior to commencement or continuation of Work.
10. Alcohol is not to be stored or consumed on the site, and work is not to be performed by persons under the influence of alcohol.
11. Do not scale construction documents. Use written dimensions only.

EXAMINATION OF PREMISES
1. Prior to submitting a proposal, each bidder will be held to have examined the premises and satisfied him/herself as to the existing conditions under which he/she will be obliged to work.
2. If, in the Contractor's opinion, any work shown on the drawings or called for in the specifications is portrayed in such a manner as to preclude first quality work and/or product, the Contractor shall refer same to the Architect prior to proceeding.
3. Contractors to verify all dimensions and report any discrepancies to the Architect prior to beginning any work in the affected area.

PROTECTION OF PREMISES
1. Contractor shall devise methods and procedures to ensure safe, orderly execution of the work, and to allow safe passage of the Owner's personnel, and general public to occupied portions of the building.
2. Contractor shall protect from damage all portions of the existing structure to remain.
3. Protect all floors with suitable coverings as required.
4. Remove all protection at completion of work or as quickly as possible.
5. All damage to adjacent facilities to be repaired promptly, at no cost to the Owner.
6. Maintain existing utilities to adjacent areas and protect against damage during demolition and construction.

DIVISION 6: WOODS AND PLASTICS

08430: WOOD STAIRS AND HANDRAILS
1. Maximum riser height shall be 7 inches maximum and 4 inches minimum and a minimum tread depth shall be 11 inches (IBC 1003.3.3.3). (U.O.N.)
2. Guards shall be located along open-sided walking surfaces, mezzanines, industrial equipment platforms, stairways, ramps, and landings which are located more than 30 inches above the floor or grade below (IBC 1003.2.12) with balusters spaced such that a sphere with a diameter of four inches cannot pass through any opening (IBC 1003.2.12.2).

WOOD FINISHES AND TRIM
1. The wood of the interior trim shall be a combination of formaldehyde free MDF and Poplar, unless otherwise noted on the architectural drawings.
2. The interior trim shall be painted by the Contractor, as directed by the Architect in conjunction with the Owner.
3. Samples of all wood trim and finishes shall be submitted to the Architect for review prior to the ordering of the trim for this project.

DIVISION 9: FINISHES

09250: GYPSUM BOARD
1. Provide G-P Gypsum Dens Armor PLUS glass fiber mat "paperless" interior drywall on walls and ceilings in bathroom and where noted.
2. Gypsum board shall be fastened with approved screws spaced as per Table 2304.9.1 of the IBC.
3. Provide gypsum board in thickness indicated in maximum lengths available to minimize end-to-end joints.
4. Provide gypsum board to comply with ASTM C 840 and ASTM C 36.
5. Provide and install corner bead where required in compliance with ASTM C 840.
6. All joint treatments to be from a single source and to comply with ASTM C 475, ASTM C 840, and both gypsum board and joint treatment manufacturers' recommendations.
7. All joint compounds to be applied in three coats and sanded.
8. Joint tape to comply with ASTM C475, perforated type.
9. Partitions to be gypsum board of thickness specified in construction documents, taped, spackled, sanded and painted.
10. Metal trim and accessories: Standard types of galvanized steel, of sizes required to suit conditions of installation, similar and equal to those by United States Gypsum. Casing beads and edge trim shall be specific L, USG 801B series, and corner beads be Durabead Reinforcement, or approved equal.

PAINTING AND STAINING
1. General Contractor shall be responsible for all painting. The color scheme will be a three color scheme.
2. All surfaces scheduled to be painted shall be thoroughly cleaned and properly prepared.
3. All surfaces of wood, gypsum board and trim throughout the interior areas of new construction shall be painted or stained as directed by the Owner and Architect, unless otherwise specified.
4. All areas to be painted shall receive three (3) coats on all surfaces (one prime coat and two finish coats). Painted wood trim shall be sanded between coats of paint.
5. The interior walls shall be painted in a latex eggshell finish paint. Bathroom and Kitchen walls shall be painted in a latex eggshell finish paint. All interior MDF and Poplar, scheduled to be painted, shall be painted in a semi-gloss paint.
6. The Contractor shall provide samples of the interior paint colors for review and approval of the Owner and Architect prior to any painting.
7. All areas of finished work are to be protected and cleaned.
8. Paint colors for the interior are to be selected by the Owner from the Benjamin Moore catalog in conjunction with the Architect, and provided and applied by the Contractor.
9. Paint to be delivered to the site in new, unopened containers.

RSIS COMPLIANCE STATEMENT

THIS PROJECT WILL COMPLY WITH THE RESIDENTIAL SITE IMPROVEMENT STANDARDS OF THE ADMINISTRATIVE CODE OF THE STATE OF NEW JERSEY AND THE ADOPTED REVISIONS TO SAID STANDARDS BY THE CITY OF HOBOKEN, NEW JERSEY.

SEWER CALCULATIONS

1 2-BEDROOM UNIT ● 3.2 PERSONS EACH AND 225 G.P.D. PER UNIT	= 4 PERSONS
8 3-BEDROOM UNITS ● 4 PERSONS EACH AND 300 G.P.D. PER UNIT	= 32 PERSONS
1 4-BEDROOM UNIT ● 5 PERSONS EACH AND 300 G.P.D. PER UNIT	= 5 PERSONS
TOTAL RESIDENTIAL OCCUPANCY	= 41 PERSONS

2-BR UNITS: 1 X 225 G.P.D. =	225
3-BR UNITS: 8 X 300 G.P.D. =	2400
4-BR UNITS: 1 X 300 G.P.D. =	300
PROJECTED CONTRIBUTORY FLOW IN GALLONS PER DAY:	= 3,225 G.P.D.*

* NOTE: NORTH HUDSON SEWERAGE AUTHORITY HAS INDICATED THAT SUFFICIENT CAPACITY EXISTS FOR THIS PROJECT FLOW.

RECYCLING CALCULATIONS

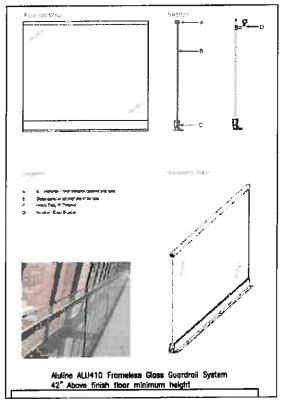
RESIDENTIAL OCCUPANCY	=	41 PERSONS
TOTAL OCCUPANCY	=	41 PERSONS

WEEKLY MATERIAL GENERATION

GLASS (LOOSE, WHOLE) 1.5 LBS x 41 PERSONS	=	62 LBS	
600 LBS PER CU YD		(APPROX. 0.11 CU YDS)	
ALUMINUM CANS 0.1 LBS x 41 PERSONS	=	4.1 LBS	
74 LBS PER CU YD		(LESS THAN 0.1 CU YDS)	
TIN CANS 1.5 LBS x 41 PERSONS	=	61.5 LBS	
150 LBS PER CU YD		(APPROX. 0.42 CU YDS)	
CORRUGATED 2.5 LBS x 41 PERSONS	=	102.5 LBS	
600 LBS PER CU YD		(APPROX. 0.18 CU YDS)	

* OCCUPANT LOAD BASED ON I.B.C. CODE

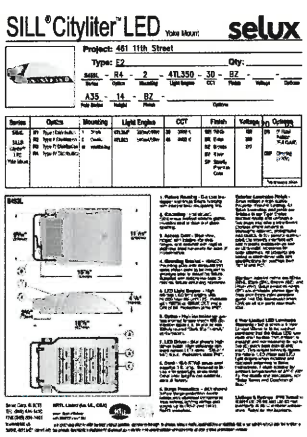
RESIDENTIAL REFUSE TO BE STORED IN STORAGE ROOM AS SHOWN AND PLACED CURBSIDE ON A DAILY BASIS BY BUILDING MANAGEMENT.



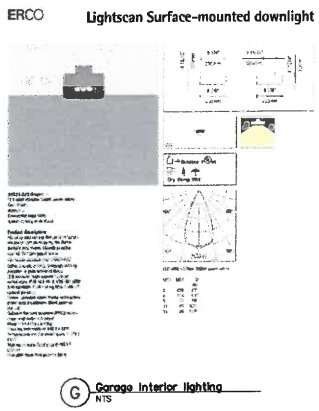
(3) 42" Glass guardrail detail
NTS

Visual pedestrian warning device to be yellow strobe type activated by garage door opener
Light to be mounted in clear view on exterior wall

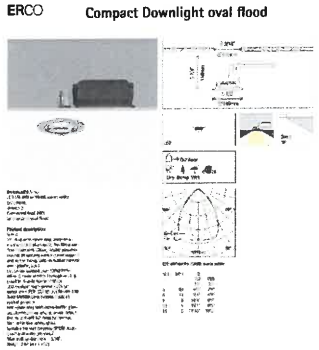
(2) Pedestrian warning device
NTS



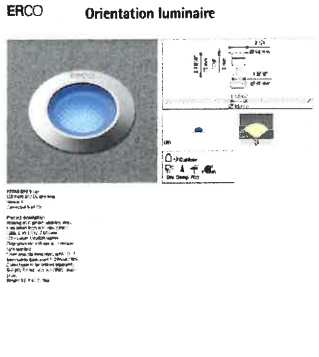
(XP) Street Lighting Post
NTS



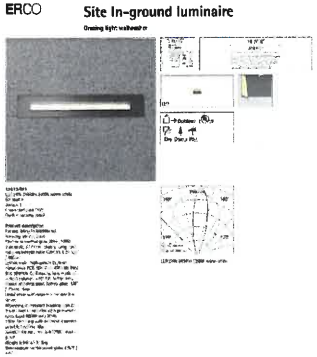
(G) Garage interior lighting
NTS



(X7) Overhang downlight
NTS



(X1) Parking entry illumination
NTS



(X5) Floor Recessed uplight
NTS

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	08/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/06/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	09/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE
	ISSUES	

OWNERS
FP Limited Family Partnership
807 Four Seasons Drive
Wayne, New Jersey 07470

Lorien Lofts

461 11th Street
Hoboken NJ 07030

Block 100 - Lot 10

nastasi architects

321 Newark Street
Hoboken, NJ 07030
Tel: 201 653. 2577
Fax: 201 653. 2642
NJ License #AI11556
NY License #021574

General Notes
Zoning Information
Sewer Calculations
Site Lighting
Railing Details

Date:	October 23, 2016
Scale:	As Noted
Drawn By:	R
Checked By:	R
Phase/Revision:	CD

A001

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ZONING DATA

REDEVELOPMENT ZONE 1	NWRZ ZONE 1: Sub-Area 4		
REGULATION	APPROVED	AS SUBMITTED	DEVIATION
ZONE 1 §196 Attachment 1 – Appendix A	MID-RISE RESIDENTIAL AND NON-RESIDENTIAL	MID-RISE RESIDENTIAL	COMPLIES
MINIMUM SITE SIZE	5,000 SF	5,000 SF	COMPLIES
MIN. FRONT YARD SETBACK (ft)	EAST-WEST 11TH STREET: 0 FEET	EAST-WEST 11TH STREET: 0 FEET	COMPLIES
MIN. SIDE YARD SETBACK (ft)	NORTH-SOUTH ADAMS STREET: 0 FEET	NORTH-SOUTH ADAMS STREET: 0 FEET	COMPLIES
MIN. REAR YARD SETBACK (ft)	PARKING LEVEL: 0 FEET ALL FLOORS ABOVE FIRST FLOOR PARKING LEVEL: 30 FT MEASURED FROM THE INTERIOR OF THE LOT	GROUND FLOOR PARKING LEVEL: 0 FEET ALL FLOORS ABOVE PARKING LEVEL: 30 FT	COMPLIES
MAX. DISTANCE REAR WALL FROM STREET (ft.)	PARKING LEVEL: NO MAXIMUM ALL FLOORS ABOVE PARKING LEVEL: 80 FT FROM 11TH STREET LOT LINE	PARKING LEVEL: NO MAXIMUM ALL FLOORS ABOVE PARKING LEVEL: 70 FT FROM 11TH STREET LOT LINE	COMPLIES
STREET TREES	SINGLE ROW OF TREES ON NORTH-SOUTH STREETS EVERY 25 FEET (ADAMS STREET)	SINGLE ROW OF TREES PROVIDED ON BOTH ADAMS STREET AND 11TH STREET – 24 FEET MAX SPACING	COMPLIES
PERMITTED BUILDING HEIGHT	ADDITIONAL RESIDENTIAL FLOOR PERMITTED UNDER THE REQUISITE THAT MORE THAN 50% OF RESIDENTIAL UNITS BE 3 BEDROOM OR LARGER. 6 RESIDENTIAL FLOORS (67') OVER 1 (12' STORY) PARKING 78' MAXIMUM TOTAL BUILDING HEIGHT	RESIDENTIAL UNIT BREAKDOWNS: 2 BEDROOM: 1 3 BEDROOM: 8 4 BEDROOM: 1 6 RESIDENTIAL FLOORS (67'-0") OVER 1 (12' STORY) PARKING 79'-0" TOTAL BUILDING HEIGHT	COMPLIES
FLOOR AREA RATIO	ADDITIONAL FAR PERMITTED UNDER THE REQUISITE THAT MORE THAN 50% OF RESIDENTIAL UNITS BE 3 BEDROOM OR LARGER. TOTAL FAR NOT TO EXCEED 4.70	TOTAL GROSS RESIDENTIAL AREA: 22,613 SF TOTAL LOT AREA: 5,000 SF TOTAL FAR: 4.52	COMPLIES
DENSITY	MAXIMUM DWELLING UNITS (PERMITTED FAR(3.0) / 1,000) = 15 UNITS	10 UNITS	COMPLIES
MAX LOT COVERAGE (%)	FIRST FLOOR PARKING LEVEL: 100% RESIDENTIAL PORTION: 82%	FIRST FLOOR PARKING LEVEL: 100% RESIDENTIAL PORTION: 82%	COMPLIES
BAY WINDOWS ENCROACHMENT	MAY ENCROACH INTO N-S STREET SETBACK BELOW 10 FEET ABOVE GRADE MAY ENCROACH INTO E-W STREET SETBACK AT 40 FEET ABOVE GRADE MAXIMUM 40 INCH EXTENSION INTO THE STREET RIGHT-OF-WAY	NO ENCROACHMENT INTO N-S STREET SETBACK BELOW 10 FEET ABOVE GRADE ENCROACHMENT INTO E-W STREET SETBACK AT 40 FEET ABOVE GRADE 40 INCH EXTENSION INTO THE STREET RIGHT-OF-WAY	COMPLIES COMPLIES
MIN. PARKING SPACES	RESIDENTIAL: 1 PER UNIT = 9 SPACES	11 SPACES PROVIDED	COMPLIES
URBAN DESIGN GUIDELINES			
General Building Bulk and Yard Requirements			
ROOF COVERAGE §196-23A(1)	BUILDING ROOF AREA COVERAGE: 16% MAX. ROOF APPURTENANCES: 15 FEET ABOVE ROOF MAX.	BUILDING ROOF AREA COVERAGE: 15.68% – *(DOES NOT INCLUDE SOLAR ARRAY)* ROOF APPURTENANCES: LESS THAN 15 FEET (COMPLIES)	COMPLIES
BALCONIES WITHIN PROJECT LOT LINES (CORNER SITE)	5% OF SITE AREA (5,000 SF X 5% = 250 SF)	SOUTH REAR BALCONIES ARE LESS THAN 5% OF SITE AREA AND ARE NOT COUNTED TOWARD LOT COVERAGE EAST BALCONIES ARE INCLUDED IN LOT COVERAGE CALCULATIONS	COMPLIES
Building Base Design			
WINDOW FREQUENCY (STREET FACADE AT BUILDING BASE)	AT LEAST EVERY 10 FEET	CONTINUOUS WINDOW OPENINGS AT GARAGE BASE	COMPLIES
WINDOW SILL HEIGHT MAXIMUM (STREET FACADE AT BUILDING BASE)	4'-6" ABOVE AVERAGE BLOCK GRADE	WINDOW SILL AT 3'-3" ABOVE GRADE	COMPLIES
DOOR FREQUENCY (STREET FACADE AT BUILDING BASE)	EVERY 100' FEET	78' MAX BETWEEN DOORS	COMPLIES
PEDESTRIAN ENTRANCE / LOBBY (STREET FACADE AT BUILDING BASE)	ONE ON EVERY N-S STREET FRONT (ADAMS STREET)	COVERED MAIN ENTRANCE PROVIDED ON ADAMS STREET WITH MAIN LOBBY AT 11TH STREET	COMPLIES
BUILDING BASE GARAGE ROOFS	GARAGE ROOF LANDSCAPED AND ACCESSIBLE TO TENANTS PRIVATE TERRACE 10 FOOT DEPTH (MAX)	GARAGE ROOF LANDSCAPED AND ACCESSIBLE TO PRIVATE 2ND FLOOR RESIDENTIAL UNIT AS PER PRIOR CITY COUNCIL APPROVAL	COMPLIES
WINDOW OPENINGS	MAX WINDOW SILL HEIGHT: 4FT ABOVE GRADE MAX WINDOW SIZE 3FT X 3FT	WINDOW SIZES EXCEED ALLOWABLE 3FT X 3FT	DEVIATION

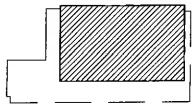
COVERAGE NOTES:

BUILDING LOT COVERAGE
The percentage of area of a lot which is occupied by the physical limits of the building.

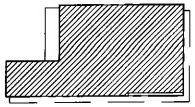
FLOOR AREA
The sum of the gross horizontal area of all floors of any building on a lot, measured from the exterior walls or from the center line of walls common to two buildings, but not including cellar space, floor space in open balconies, elevator or stair bulkheads and mechanical spaces.

FLOOR AREA RATIO (FAR)
The sum of the area of all floors of buildings or structures compared to the total area of the site

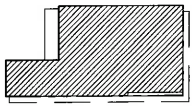
FAR DIAGRAMS



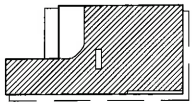
Seventh Floor
2940 SF



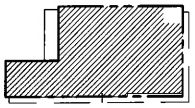
Sixth Floor
4045 SF



Fourth & Fifth Floor
4045 SF



Third Floor
3601 SF



Second Floor
3937 SF

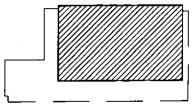
Parking Floor
Not Included in FAR calculations

FAR CALCULATION

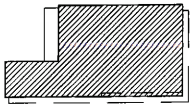
LOT AREA		5,000 SF
RESIDENTIAL FLOOR AREA RATIO (FAR) APPROVED: 4.70		
FAR CALCULATION EXCLUDES FLOOR SPACE IN OPEN BALCONIES.		
SECOND FLOOR		3,637 SF
THIRD FLOOR		3,601 SF
TYPICAL FLOORS 4,5,6	(4045*3)	12,135 SF
7TH FLOOR		2,940 SF
TOTAL BUILDING FLOOR AREA: (RESIDENTIAL FLOORS)		22,613 SF
TOTAL RESIDENTIAL FLOOR AREA:		22,613 SF
LOT AREA:		5,000 SF
SUBMITTED FLOOR AREA RATIO:		4.52

*TYPICAL FAR CALCULATIONS ALLOW FOR THE EXCLUSION OF ELEVATOR OR STAIR BULKHEADS AND MECHANICAL SPACES. FOR THE PURPOSE OF THIS APPLICATION STAIR, ELEVATOR, AND MECHANICAL AREAS HAVE BEEN INCLUDED AS PART OF THE RESIDENTIAL FLOOR AREA.

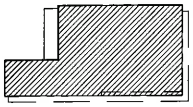
LOT COVERAGE DIAGRAMS



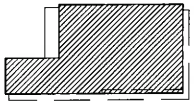
Seventh Floor
2940 SF



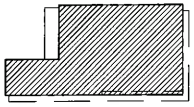
Sixth Floor
4100 SF



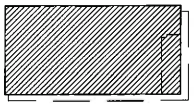
Fourth & Fifth Floor
4100 SF



Third Floor
4100 SF



Second Floor
4100 SF



Parking Floor

LOT COVERAGE CALCULATION

LOT AREA 5,000 SF

BUILDING FOOTPRINT

THE BUILDING FOOTPRINT IS CALCULATED AS THE TOTAL BUILT AREA FOR EACH PORTION OF THE BUILDING EXISTING WITHIN THE PROPERTY:

GROUND FLOOR PARKING LOT COVERAGE
APPROVED 100% FOR THE FIRST FLOOR CONTAINING PARKING

THE GROUND FLOOR GSF INCLUDES THE TOTAL AREA OF THE PARKING GARAGE, RESIDENTIAL LOBBY, AND COVERED RESIDENTIAL ENTRY.

GROUND FLOOR GSF:	5,000 SF
LOT AREA:	5,000 SF
SUBMITTED LOT COVERAGE:	100%

TYPICAL FLOOR RESIDENTIAL LOT COVERAGE
APPROVED 82% FOR THE RESIDENTIAL PORTION OF THE BUILDING

THE RESIDENTIAL GSF INCLUDES THE BUILDING AREA WITHIN THE LOT BOUNDARY INCLUDING THE PORTION OF THE NORTH-EAST BALCONY WITHIN THE LOT BOUNDARIES:

TYPICAL RESIDENTIAL FLOOR GSF:	4,100 SF
LOT AREA:	5,000 SF
SUBMITTED LOT COVERAGE	82%

REVISIONS

NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	06/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE

ISSUES

FP Limited Family Partnership — OWNERS
807 Four Seasons Drive
Wayne, New Jersey 07470

Lorien Lofts

461 11th Street
Hoboken NJ 07030

Block 100 - Lot 10

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

321 Newark Street
Hoboken, NJ 07030
Tel: 201. 653. 2577
Fax: 201. 653. 2642
NJ License #AI11550
NY License #021574

Zoning Table
FAR Diagrams
Lot Coverage Diagrams

Date:	October 23, 2016
Scale:	As Noted
Drawn By:	JK
Checked By:	JK
Phase/Revision:	CD

A001.1

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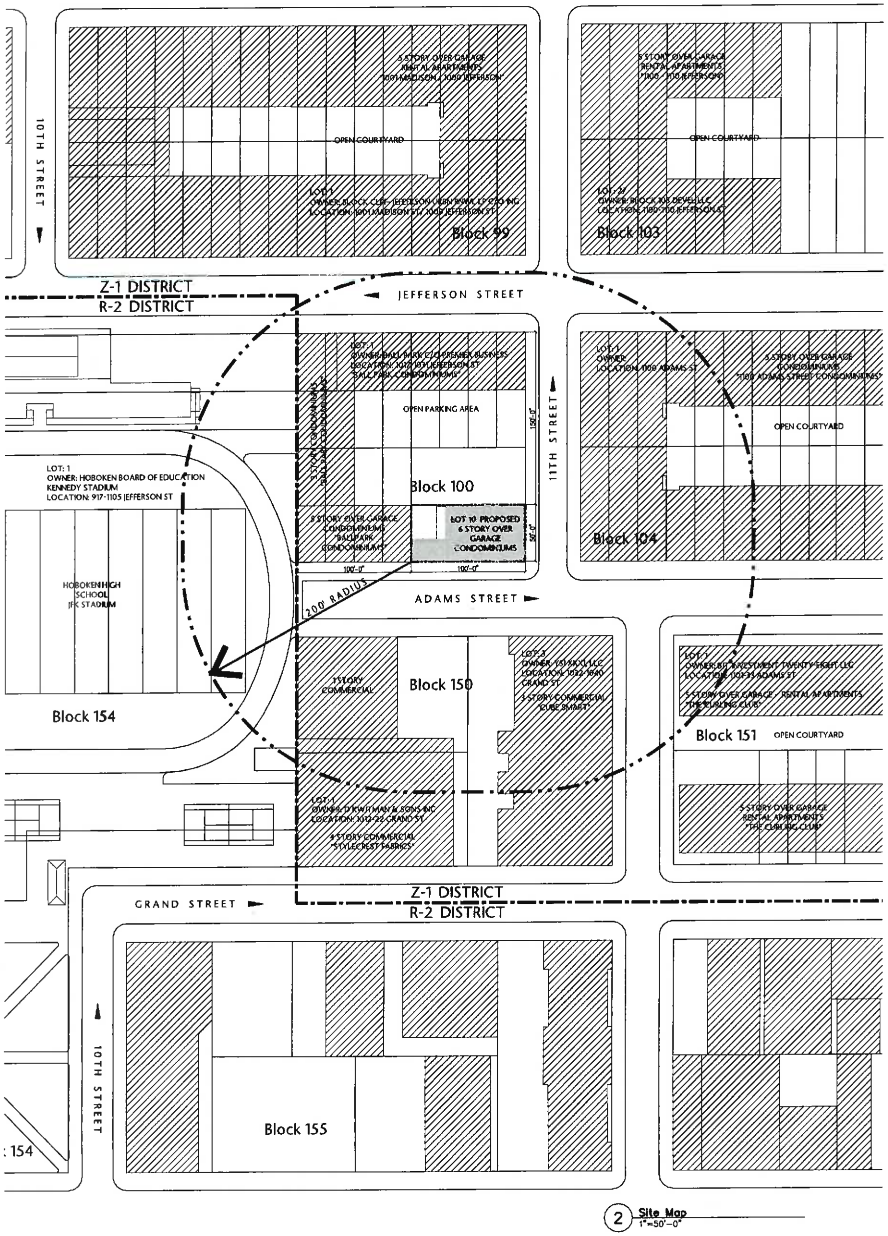

2 Site Map
1"=50'-0"

BLOCK	LOT	PROPERTY OWNER	PROPERTY LOCATION
100	1	BALL PARK & PREMIER BUSINESS 59 BEAVERBROOK RD #202 LINCOLN PARK, NJ 07035	1017-31 JEFFERSON ST
100	1	BALL PARK & PREMIER BUSINESS 59 BEAVERBROOK RD #202 LINCOLN PARK, NJ 07035	1017-31 JEFFERSON ST
100	10	FRANK PASQUALE LIMITED PARTNERSHIP 807 FOUR SEASONS DRIVE WAYNE NJ 07470	1024-30 ADAMS ST
104	1.01	CHO, YONG CHU & YOUNG BOON 290 MORGAN WAY FORT LEE, NJ 07024	1100 ADAMS ST
104	1.01	SHIN, NAM BOK 25 WEST HARBOR TERRACE PALISADES PARK, NJ 07650	1100 ADAMS ST
104	1.01	1100 ADAMS 8A LLC 1100 ADAMS ST #A HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	DONOVAN, MATTHEW K 1100 ADAMS ST #201 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	BACCAGLINI, PAUL FREDERICK 1100 ADAMS ST #202 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	POWERGOOD, JARROD & ANDRONIKI DEMETRI 1100 ADAMS STREET #203 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	VAZIR, PRATIK 1100 ADAMS ST #204 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	1100 ADAMS 205 LLC 3 RYE LANE RYE, NY 10580	1100 ADAMS ST
104	1.01	SCHOLTEN, BRIAN 1100 ADAMS ST UNIT 206 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	ANAND, ADITYA & CLAIRE YEE 1100 ADAMS ST #207 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	LEVENSON, MICHAEL S 1100 ADAMS ST #208 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	CAREY, MICHAEL F & JENNIFER J CONN 1100 ADAMS ST #209 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	LAKHIANI, RAMESHA 1100 ADAMS ST. #210 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	TOOR, SABBAD Z & SHIRIN T 1100 ADAMS STREET #211 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	VIGMAN, DOUGLAS & NANCY 1100 ADAMS STREET #212 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	BONOMME, RYAN & MAGGIE 1100 ADAMS ST #213 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	LEVINSON, PAUL & RACHEL E NEMAN 12 SHEFFIELD RD NORTH CALDWELL, NJ 07006	1100 ADAMS ST
104	1.01	MENELLER, DAVID 1100 ADAMS ST #215 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	NORTON, ROBERT 1100 ADAMS ST #216 HOBOKEN, NJ 07030	1100 ADAMS ST
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104	1.01	SANDE, RORY L 1100 ADAMS ST #301 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	WEEKS, DANIEL 4438 CANTERWOOD DR NE ADA MI 49301	1100 ADAMS ST
104	1.01	RIBLIAZZO, ANTHONY & B WEINSTEIN 1100 ADAMS STREET #303 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	RAYAS, FRANCISCO CHICA- 1100 ADAMS STREET #304 HOBOKEN, NJ 07030	1100 ADAMS ST
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104	1.01	LAKHIANI, NARESH & NATASHA 55 FREDERICKS STREET WEST ORANGE, NJ 07052	1100 ADAMS ST
104	1.01	LEE, KI HYE 10 WEST 48TH STREET APT 15C NEW YORK, N.Y. 10036	1100 ADAMS ST
104	1.01	LEE, HYUNJUNG 253 DELAWARE AVENUE CLIFTON, NJ 07014	1100 ADAMS ST
104	1.01	DUBLINO, PHILLIPS & COURTNEY 1100 ADAMS ST #315 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	YIN, WILSON 1100 ADAMS ST #316 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	CHU, ERIC & NANCY 1100 ADAMS ST #317 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	LIGHT, PRESTON B 1100 ADAMS ST #318 HOBOKEN, NJ 07030	1100 ADAMS ST
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104	1.01	THOMPSON, DANIEL & DANIELLE KELLEY 1100 ADAMS ST #405 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	SILVERPLATE, JASON 1100 ADAMS ST #406 HOBOKEN, NJ 07030	1100 ADAMS ST
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104	1.01	GRILLO, STEVEN G 1100 ADAMS ST #502 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	BERRY, BRYAN J 1313 GRAND STREET #403 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.01	CLEMENTE, JOSEPH & LEEBAU, GEMMA 1100 ADAMS ST #504 HOBOKEN, NJ 07030	1100 ADAMS ST
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104	1.01	VIGMAN, DOUGLAS & NANCY 23 SPRUCE ROAD BRIARCLIFF MANOR, NY 10510	1100 ADAMS ST
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104	1.01	RICHELOTO, SILVIO RICARDO 1100 ADAMS ST #615 HOBOKEN, NJ 07030	1100 ADAMS ST
104	1.02	1118 ADAMS ST URB REN C/O BEACHWOLD 192 LEXINGTON AVE RM 901 NEW YORK NY 10016	1118 ADAMS ST/1121 JEFF
104	1.02	1118 ADAMS ST URB REN C/O BEACHWOLD 192 LEXINGTON AVE RM 901 NEW YORK NY 10016	1118 ADAMS ST/1121 JEFF
150	1	D KWITMAN & SONS INC 1015 ADAMS STREET HOBOKEN NJ 07030	1012-22 GRAND ST
150	3	CUBESMART LP PO BOX 320099 ALEXANDRIA VA 22320	1032-1040 GRAND ST
151	1	1130 GRAND ST HOBOKEN LLC 270 PARK AVE 7TH FL NEW YORK, NY 10017	1101 ADAMS ST
154	1.01	HOBOKEN BOARD OF EDUCATION 1115 CLINTON ST HOBOKEN, NJ 07030	917-1105 JEFFERSON ST

1 200 FT Property Owners List
NTS

REVISIONS

NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/06/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	09/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16

NO.	TO WHOM ISSUED	DATE
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15

ISSUES

OWNERS
FP Limited Family Partnership
807 Four Seasons Drive
Wayne, New Jersey 07470

Lorien Lofts

461 11th Street
Hoboken NJ 07030
Block 100 - Lot 10

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

321 Newark Street
Hoboken, NJ 07030
Tel: 201. 653. 2577
Fax: 201. 653. 2642
NJ License #AI11550
NY License #021574

200 FT Property List

Date: October 25, 2016
Scale: As Noted
Drawn By: JR
Checked By: JR
Phase/Revision: CD

A002

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GENERAL NOTES:

1. ALL WORK DESCRIBED SHALL CONFORM TO AND BE CONSTRUCTED UNDER THE PROVISIONS OF THE INTERNATIONAL BUILDING CODE (LATEST EDITION AS AMENDED BY THE NJ UNIFORM CONSTRUCTION CODE) AS WELL AS ALL REQUIREMENTS OF THE CITY OF HOBOKEN, NEW JERSEY.
2. ALL PORTIONS OF THE PROJECT WHICH EXTEND TO THE PROPERTY LIMITS MUST BE APPROVED BY THE CITY OF HOBOKEN.
3. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR FULL COMPLIANCE WITH THE NATIONAL STANDARD PLUMBING CODE, THE NATIONAL ELECTRIC CODE, AND ALL AGENCIES WHICH HAVE JURISDICTION ON THE WORK, AS WELL AS THE REQUIREMENTS OF THE CITY OF HOBOKEN, N.J.
4. ALL DIMENSIONS AND LOCATIONS AS INDICATED ON THE DRAWINGS SHALL BE CONSIDERED TO BE REASONABLY CORRECT, BUT IT SHALL BE UNDERSTOOD THAT THEY ARE SUBJECT TO MODIFICATIONS AS MAY BE NECESSARY OR DESIRABLE AT THE TIME OF CONSTRUCTION OR INSTALLATION TO MEET ANY UNFORESEEN OR OTHER CONDITIONS.
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE 1968 NORTH AMERICAN VERTICAL DATUM (NAVD 1988).

FLOOD HAZARD PROTECTION NOTES:

1. SITE IS LOCATED WITHIN ZONE ABFE: A (EL 12) AS PER THE ADVISORY FLOOD INSURANCE RATE MAPS WHOSE EFFECTIVE DATE IS FEBRUARY 22, 2013 (BASE FLOOD ELEVATION RESULTING FROM A FLOOD THAT HAS A 1% OR GREATER CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR).
2. ALL OF THIS SITE LIES IN A FLOOD HAZARD AREA. CERTAIN ACTIVITIES IN THE FLOOD HAZARD AREAS ARE REGULATED BY THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SOME ACTIVITIES MAY BE PROHIBITED ON THIS SITE OR MAY FIRST REQUIRE A PERMIT. CONTACT THE DIVISION OF LAND USE REGULATION AT (609) 292-0060 FOR MORE INFORMATION PRIOR TO ANY CONSTRUCTION ON SITE.
3. THE STRUCTURAL ENGINEER WILL INCLUDE HYDROSTATIC PRESSURE GENERATED BY THE FLOOD HAZARD AREA FOR THE DESIGN OF THE FOUNDATION AND AREAS DESIGNED TO BE DRY FLOOD PROOFED.
4. THE GARAGE AREA AND SECONDARY EGRESS STAIRWAY TO BE WET FLOOD PROOFED. ONLY THE ELEVATOR LOBBY, PRIMARY EGRESS STAIR WAY, AND EXTERIOR AREA BENEATH OVERHANG TO BE DRY FLOOD PROOFED.

PRE-CONSTRUCTION NOTES:

1. UTILITY LOCATION SHOWN ON PLANS ARE FOR REFERENCE ONLY AND MUST BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION. ON SITE UTILITIES LOCATIONS AREA BASED ON FIELD OBSERVATION AND RECORD DRAWINGS. ACTUAL CONDITIONS MAY VARY.
2. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL:
   a. THOROUGHLY FAMILIARIZE HIMSELF WITH THE SITE CONDITIONS.
   b. REVIEW THE SURVEY & SITE PLANS FOR INCONSISTENCIES WITH ACTUAL CONDITIONS.
   c. VERIFY FINISHED FLOOR ELEVATIONS OF EXISTING STRUCTURES TO REMAIN WITH RESPECT TO STREET ELEVATIONS SHOWN.
   d. VERIFY LOCATION, DEPTH & ELEVATIONS OF UTILITY CONNECTIONS.
3. STAKE OUT NEW BUILDING & VERIFY ITS LOCATION TO PROPERTY LINES WITH RESPECT TO DIMENSIONS SHOWN ON PLANS.
4. MARK LIMIT OF SOIL DISTURBANCE & TAG ANY TREES TO BE REMOVED.
5. REVIEW ALL LOCAL, COUNTY& STATE PERMIT REQUIREMENTS FOR THE PROJECT.
6. ALL SEWER & STORM WATER PIPES TO BE CLEANED PRIOR TO CONSTRUCTION.

HUDSON-ESSEX-PASSAIC COUNTIES SOIL EROSION AND SEDIMENT CONTROL NOTES:

1. ALL NECESSARY SOIL EROSION AND SEDIMENT CONTROL PRACTICES ON THIS PLAN WILL BE CONSTRUCTED IN ACCORDANCE WITH THE "NEW JERSEY STANDARDS FOR SOIL EROSION AND SEDIMENT CONTROL" LAST REVISED JULY 1999. THESE MEASURES WILL BE INSTALLED PRIOR TO ANY MAJOR SOIL DISTURBANCE OR IN THEIR PROPER SEQUENCE AND MAINTAINED UNTIL PERMANENT PROTECTION IS ESTABLISHED.
2. ALL SOIL TO BE EXPOSED OR STOCKPILED FOR A PERIOD OF GREATER THAN 60 DAYS, AND NOT UNDER ACTIVE CONSTRUCTION, WILL BE TEMPORARILY SEEDED AND HAY MULCHED OR OTHERWISE PROTECTED WITH VEGETATIVE COVER. THIS TEMPORARY COVER SHALL BE MAINTAINED UNTIL SUCH TIME WHEREBY PERMANENT RESTABILIZATION IS ESTABLISHED.
3. SEEDING DATES: THE FOLLOWING SEEDING DATES ARE BEST RECOMMENDED TO ESTABLISH PERMANENT VEGETATIVE COVER WITHIN MOST LOCATIONS IN THE HEPSCD:
   SPRING: 03/01-05/15
   FALL: 08/15-10/01
4. SEDIMENT FENCES ARE TO BE PROPERLY TRENCHED AND MAINTAINED UNTIL PERMANENT VEGETATIVE COVER IS ESTABLISHED.
5. ALL STORM DRAINAGE INLETS SHALL BE PROTECTED BY ONE OF THE PRACTICES ACCEPTED IN THE STANDARDS, AND PROTECTION SHALL REMAIN UNTIL PERMANENT STABILIZATION HAS BEEN ESTABLISHED. STORM DRAINAGE OUTLET POINTS SHALL BE PROTECTED AS REQUIRED BEFORE THEY BECOME FUNCTIONAL.
6. MULCH MATERIALS WHERE NECESSARY SHALL BE UN-ROTTED SALT HAY OR SMALL GRAIN STRAW APPLIED AT THE RATE OF 70-90 POUNDS PER 1000 SQUARE FEET (1.5-2.0 TONS/ACRE). ADDITIONAL REQUIRED MULCH PRACTICES ARE PRESCRIBED IN THE STANDARDS.
7. ALL EROSION CONTROL DEVICES SHALL BE PERIODICALLY INSPECTED, MAINTAINED AND CORRECTED BY THE CONTRACTOR. ANY DAMAGE INCURRED BY EROSION SHALL BE RECTIFIED IMMEDIATELY.
8. THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT WILL BE NOTIFIED IN WRITING AT LEAST 48 HOURS PRIOR TO ANY SOIL DISTURBING ACTIVITIES. FAX - (973) 284-0784 EMAIL - INFORMATION@HEPSCD.ORG
9. THE APPLICANT MUST OBTAIN A DISTRICT ISSUED REPORT-OF-COMPLIANCE PRIOR TO APPLYING FOR THE CERTIFICATE OF OCCUPANCY OR TEMPORARY CERTIFICATE OF OCCUPANCY FROM THE RESPECTIVE MUNICIPALITY. NJ - DCA OR ANY OTHER CONTROLLING AGENCY. CONTACT THE DISTRICT AT 973-364-0786 TO REQUEST A FINAL INSPECTION, GIVING ADVANCED NOTICE UPON COMPLETION OF THE RESTABILIZATION MEASURES. A PERFORMANCE DEPOSIT MAY BE POSTED WITH THE DISTRICT WHEN WINTER WEATHER OR SNOW COVER PROHIBITS THE PROPER APPLICATION OF SEED, MULCH, FERTILIZER OR HYDRO-SEED.
10. PAVED ROADWAYS MUST BE KEPT CLEAN AT ALL TIMES. DO NOT UTILIZE A FIRE OR GARDEN HOSE TO CLEAN ROADS UNLESS THE RUNOFF IS DIRECTED TO A PROPERLY DESIGNED AND FUNCTIONING SEDIMENT BASIN. ALL PUMP DEWATERING OPERATIONS SHALL BE DIRECTED TOWARD A FUNCTIONING SEDIMENT BASIN.
11. ALL SURFACES ARE TO BE PROVIDED WITH 8 INCHES OF TOPSOIL PRIOR TO RE-SEEDING.
12. ALL PLAN REVISIONS MUST BE SUBMITTED TO THE DISTRICT FOR PROPER REVIEW AND APPROVAL.
13. A CRUSHED STONE WHEEL CLEANING TRACKING-PAD WHERE APPLICABLE IS TO BE INSTALLED AT ALL SITE EXITS USING 2 ½" CRUSHED STONE TO A MINIMUM LENGTH OF 50 FEET. ALL DRIVEWAYS MUST BE PROVIDED WITH CRUSHED STONE UNTIL PAVING IS COMPLETE.
14. MAXIMUM SOIL SLOPES SHALL NOT EXCEED 2:1 UNLESS ADDITIONAL MEASURES ARE TAKEN AND APPROVED BY THE SOIL CONSERVATION DISTRICT. THESE "SPECIAL" MEASURES SHALL BE DESIGNED BY THE APPLICANT'S ENGINEER.
15. THE HUDSON-ESSEX-PASSAIC SOIL CONSERVATION DISTRICT SHALL BE NOTIFIED, IN WRITING, FOR THE SALE OF ANY PORTION OF THIS PROJECT OR FOR THE SALE OF INDIVIDUAL LOTS. NEW OWNERS' INFORMATION SHALL BE PROVIDED. ADDITIONAL MEASURES DEEMED NECESSARY BY DISTRICT OFFICIALS SHALL BE IMPLEMENTED AS CONDITIONS WARRANT.

Revised Note

LANDSCAPING & UTILITY NOTES:

1. ANY STREET TREES PROPOSED ARE SUBJECT TO APPROVAL BY THE HOBOKEN SHADE TREE COMMISSION AS PER CITY ORDINANCE 62-7.
2. LANDSCAPING LOCATED IN THE PUBLIC RIGHT-OF-WAY SHALL BE SUBJECT TO APPROVAL BY THE MAYOR AND COUNCIL.
3. PRIOR TO FINAL SITE PLAN APPROVAL PROOF OF SERVICE FROM NORTH HUDSON SEWERAGE AUTHORITY IS REQUIRED.
4. PRIOR TO FINAL SITE PLAN APPROVAL ALL UTILITIES ARE TO HAVE A PROOF OF SERVICE LETTER.
5. IF REQUIRED BY THE HUDSON-ESSEX-PASSAIC SOIL EROSION CONSERVATION DISTRICT, PRIOR TO FINAL SITE PLAN APPROVAL AN APPROVED SOIL EROSION AND SEDIMENT CONTROL PLAN MEETING THE REQUIREMENTS SET FORTH BY THE HUDSON-ESSEX-PASSAIC SOIL EROSION CONSERVATION DISTRICT IS REQUIRED.

FLOOD HAZARD AREA CONTROL ACT RULES
N.J.A.C. 7:13-6.1(C)3

i. TOPOGRAPHY SHOWN BASED ON ON NAVD88 WHICH SUPERCEDES NGVD.

ii. THE ENTIRE SITE IS IN THE FLOOD PLAIN. THE CURRENT FEMA FLOOD HAZARD AREA ELEVATION IS EL 11' NAVD88. THE ADVISORY FLOOD INSURANCE RATE MAPS WHOSE EFFECTIVE DATE IS FEBRUARY 22, 2013 ARE ADOPTED BY THE CITY OF HOBOKEN AND ESTABLISH THE FLOOD HAZARD ELEVATION FOR THIS SITE AT EL 12' NAVD88.

v. NOTE: ALL OF THIS SITE LIES IN A FLOOD HAZARD AREA. CERTAIN ACTIVITIES IN FLOOD HAZARD AREAS ARE REGULATED BY THE NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION AND SOME ACTIVITIES MAY BE PROHIBITED ON THIS SITE OR MAY FIRST REQUIRE A PERMIT. CONTACT THE DIVISION OF LAND USE REGULATION AT (609) 292-0060 FOR MORE INFORMATION PRIOR TO ANY CONSTRUCTION ON SITE.

vi. 7:13-3.1 - METHOD 1 USED TO DETERMINE FLOOD HAZARD AREA AND FLOODWAY

N.J.D.E.P. NOTES:

REASONS FOR EXCEPTION FROM THE ELEVATION REQUIREMENTS OUTLINED IN N.J.A.C. 7:13-11.5 AND 11.6:

1. THE FIRST FLOOR LOBBY CANNOT BE ELEVATED TO LOCATE THE LOWEST HORIZONTAL MEMBER OF THE LOBBY FLOOR TO 1' ABOVE A.B.F.E. BECAUSE THE BUILDING CODES REQUIRES THE LOBBY TO BE ACCESSIBLE. THERE IS NOT ENOUGH SPACE ON THE SITE TO PROVIDE A CODE COMPLIANT RAMP OF SUFFICIENT LENGTH TO ELEVATE THE LOWEST HORIZONTAL MEMBER OF THE LOBBY FLOOR TO 1' ABOVE A.B.F.E., OR APPROXIMATELY ELEVATION 13.0' NAVD88.
2. THE PARKING GARAGE CANNOT BE ELEVATED TO 1' ABOVE A.B.F.E. BECAUSE A CODE COMPLIANT RAMP TO AN ELEVATED FIRST FLOOR WITH THE REQUIRED SPACE FOR TURNING AT ITS END CANNOT FIT INSIDE THE BUILDING FOOTPRINT.
3. THE DRY-FLOOD PROOFED AREA ON THE NORTH END OF THE SITE IS DESIGNED TO PERMIT EMERGENCY EGRESS BY ONE FIRE STAIR TO THE OUTSIDE OF THE BUILDING IN AN EMERGENCY.
4. THE ELEVATOR AND ELEVATOR LOBBY ARE REQUIRED TO BE ACCESSIBLE FROM STREET LEVEL BELOW THE A.B.F.E. ELEVATOR CONTROLS ARE LOCATED ON THE 2ND FLOOR AND THE ELEVATOR HAS A SENSOR WHICH WILL PREVENT THE CAR FROM DESCENDING BELOW THE 2ND FLOOR IN THE EVENT OF A FLOOD. THE PROPOSED FINISHES OF THE LOBBY ARE TO BE WATER RESISTANT TO MINIMIZE DAMAGE IN THE EVENT THAT FLOOR WATER ENTERS THE BUILDING.
5. CALCULATIONS THAT DEMONSTRATE THAT THE DRY FLOOD PROOFED AREAS OF THE BUILDING MEET THE REQUIREMENTS FOR FLOOD RESISTANCE AT N.J.A.C. 7:13-11.4(b) TO BE SUBMITTED SEPARATELY BY STRUCTURAL ENGINEER.

DRY FLOOD PROOFING CERTIFICATION
(FIRST FLOOR LOBBY & ELEVATOR):
N.J.A.C. 7:13-11.5(q):

(q) THE DEPARTMENT SHALL ISSUE AN INDIVIDUAL PERMIT FOR A BUILDING THAT IS FLOOD-PROOFED ONLY IF ONE OF THE FOLLOWING REQUIREMENTS IS SATISFIED:

BUILDING MEETS REQUIREMENT #1:
1. THE APPLICANT DRY FLOOD-PROOFS IN ACCORDANCE WITH (r) BELOW:

(r) THE DEPARTMENT SHALL ISSUE AN INDIVIDUAL PERMIT TO DRY FLOOD-PROOF A BUILDING ONLY IF THE BUILDING IS DESIGNED AND CONSTRUCTED WITH MEASURES TO PREVENT FLOODWATERS FROM ENTERING THE BUILDING DURING A FLOOR DEPTH OF AT LEAST ONE FOOT ABOVE THE FLOOR HAZARD AREA DESIGN FLOOD ELEVATION.

1. THE FIRST FLOOR PERIMETER WALLS ARE CAST-IN-PLACE CONCRETE WHICH WATER CANNOT PENETRATE.
2. ANY AND ALL OPENINGS BELOW THE FLOOD ELEVATION AT THE RESIDENTIAL LOBBY ARE TO BE PROTECTED WITH A REMOVABLE FLOOD BARRIER SYSTEM AS DETAILED.
3. DRY FLOOD PROOFING BARRIERS ARE LOCATED AT ANY OPENINGS TO THE RESIDENTIAL LOBBY AS SHOWN.

FLOOD PANEL SYSTEM

FIRST FLOOR RESIDENTIAL LOBBY TO BE DRY FLOOD PROOFED.
FLOOD LOG SYSTEM BY FLOOD PANEL LLC.
INSTALLED TO 1'-0" ABOVE BASE FLOOD ELEVATION.

GRADE AT EXTERIOR AREA: EL 6.2' NAVD88
FEMA ADVISORY BASE FLOOD ELEVATION +1' FREEBOARD = 13' NAVD88
FLOOD PANEL HEIGHT: 7.0' ABOVE GRADE.

SOLID REMOVABLE PANEL FLOOD LOGS DO NOT REQUIRE ANGLE SUPPORT BRACES. THE BARRIERS ARE MOUNTED ON PERMANENT WALL BRACKETS AT EACH END AND REMOVABLE MID-SPAN SUPPORT POSTS.

WET FLOOD PROOFING CERTIFICATION
(FIRST FLOOR GARAGE AND EGRESS STAIR IN GARAGE):
N.J.A.C. 7:13-11.5(n):

(n) THE DEPARTMENT SHALL ISSUE AN INDIVIDUAL PERMIT TO ENCLOSE AN AREA THAT LIES BELOW THE LOWEST FLOOR OF A HABITABLE BUILDING ONLY IF THE FOLLOWING REQUIREMENTS ARE SATISFIED:

BUILDING MEETS REQUIREMENT #1-3 BELOW:

1. THE ENCLOSURE IS USED SOLELY FOR PARKING OF VEHICLES, BUILDING ACCESS OR STORAGE;
2. THE FLOOR OF THE ENCLOSURE IS SITUATED AT OR ABOVE THE ADJOINING EXTERIOR GRADE ALONG AT LEAST ONE ENTIRE EXTERIOR WALL, IN ORDER TO PROVIDE POSITIVE DRAINAGE OF THE ENCLOSED AREA; AND
3. THE ENCLOSURE IS CONSTRUCTED WITH PERMANENT FLOOD OPENINGS THAT MEET THE REQUIREMENTS OF THE UNIFORM CONSTRUCTION CODE AT N.J.A.C. 5:23.

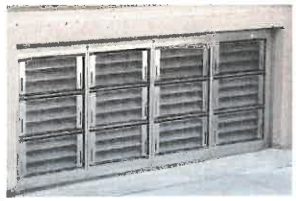
N.J.A.C. 7:13-11.5(p):

(p) THE DEPARTMENT SHALL ISSUE AN INDIVIDUAL PERMIT FOR AN ENCLOSURE UNDER (n) ABOVE THAT IS GREATER THAN SIX FEET IN HEIGHT ONLY IF:

1. THE DEED FOR THE LOT ON WHICH THE ENCLOSURE OR GARAGE IS CONSTRUCTED IS MODIFIED TO:
   i. EXPLAIN THAT THE ENCLOSURE OR GARAGE IS LIKELY TO BE INUNDATED BY FLOODWATERS, WHICH MAY RESULT IN DAMAGE AND/OR INCONVENIENCE.
   ii. DISCLOSE THE DEPTH OF FLOODING THAT THE ENCLOSURE OR GARAGE WOULD EXPERIENCE DURING THE FEMA 100-YEAR FLOOD AND FLOOD HAZARD AREA DESIGN FLOOD, IF EITHER ELEVATION IS KNOWN;
   iii. PROHIBIT HABITATION OF THE ENCLOSURE OR GARAGE; AND
   iv. EXPLAIN THAT CONVERTING THE ENCLOSURE OR GARAGE INTO A HABITABLE AREA MAY SUBJECT THE PROPERTY OWNER TO ENFORCEMENT UNDER THIS CHAPTER;
2. WITHIN 90 CALENDAR DAYS OF THE ISSUANCE OF THE INDIVIDUAL PERMIT FOR THE ENCLOSURE OR GARAGE, A COPY OF THE MODIFIED DEED AS FILED WITH THE LOCAL COUNTY CLERK IS PROVIDED TO THE DEPARTMENT AT THE ADDRESS SET FORTH AT N.J.A.C. 7:13-1.1(f).

WET FLOOD PROOFING NOTES:

1. THE PERIMETER WALLS AT THE ENTIRE FIRST FLOOR ARE CAST-IN-PLACE CONCRETE.
2. THE BUILDING IS DESIGNED AND CONSTRUCTED TO BE FLOOD-RESISTANT DURING A FLOOD DEPTH OF AT LEAST ONE FOOT ABOVE THE FLOOD HAZARD AREA DESIGN FLOOD ELEVATION, SO THAT FLOODWATERS CAN ENTER THE BUILDING THOUGH PERMANENT OPENINGS, WHILE NOT DAMAGING THE STRUCTURAL INTEGRITY OF THE BUILDING. ENGINEERED WET FLOOD VENTS TO BE PROVIDED.
3. AN ENGINEERED FLOOD VENT SYSTEM IS PROVIDED. SEE ENGINEERED FLOOD VENT SYSTEM, THIS SHEET.
4. THE INVERT OF EACH FLOOD VENT SHALL BE NO MORE THAN 12 INCHES ABOVE THE ADJOINING EXTERIOR GRADE.
5. THE INVERT OF AT LEAST HALF OF THE FLOOD VENTS SHALL BE NO MORE THAN 12 INCHES ABOVE THE FLOOR OF THE BUILDING.
6. THE COMBINED EFFECTIVE OPEN AREA OF THE FLOOD VENTS SHALL BE AT LEAST ONE SQUARE INCH PER SQUARE FOOT OF THE AREA OF THE FOOTPRINT OF THE BUILDING, UNLESS A SMALLER FEMA-APPROVED DEVICE WITH AN EQUIVALENT EFFECTIVE AREA IS UTILIZED.
7. THE FLOOD VENTS SHALL NOT BE BLOCKED AT ANY TIME, BUT SHALL PERMANENTLY REMAIN OPEN SO THAT FLOODWATERS CAN FREELY ENTER THE BUILDING TO BALANCE HYDROSTATIC PRESSURE DURING A FLOOD.

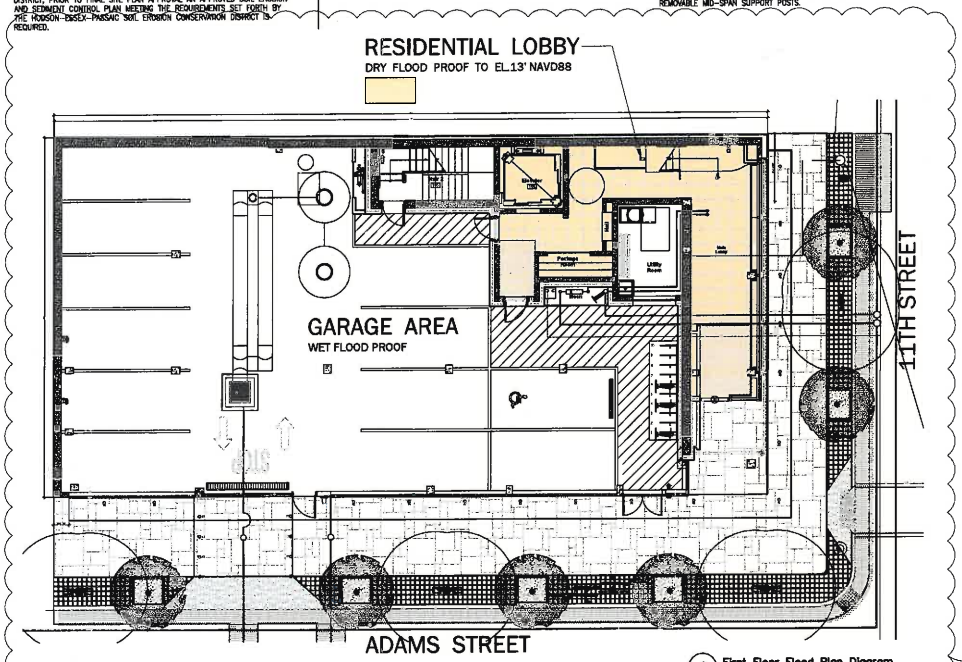


ENGINEERED FLOOD VENT SYSTEM

FIRST FLOOR GARAGE AND EGRESS STAIR IN GARAGE TO BE WET FLOOD PROOFED.
ENGINEERED FLOOD VENTS BY SMARTVENT PRODUCTS, INC.
PRE-TESTED ENGINEERED FLOOD VENT BY THE INTERNATIONAL CODE COUNCIL EVALUATION SERVICE, INC. (ICC-ES)
ICC-ES EVALUATION REPORT ESR-2074

ADJOINING EXTERIOR GRADE: EL 6.2' NAVD88
FEMA ADVISORY BASE FLOOD ELEVATION +1' FREEBOARD = 13' NAVD88

INSTALL PER WET FLOOD PROOFING NOTES THIS SHEET.
SEE THIS SHEET FOR FLOOD VENT LOCATIONS AND SPECIFICATIONS.



1 First Floor Flood Plan Diagram
1/8"=1'-0"

7 Updated Lobby Layout

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/19/16
5	PLANNING BOARD COMMENTS	08/19/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE
	ISSUES	

FP Limited Family Partnership — OWNERS
807 Four Seasons Drive
Wayne, New Jersey 07470

Lorien Lofts

461 11th Street
Hoboken NJ 07030
Block 100 - Lot 10

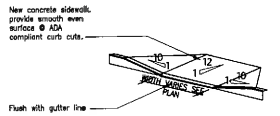
n a s t a s i
a r c h i t e c t s

321 Newark Street
Hoboken, NJ 07030
Tel: 201 653. 2577
Fax: 201 653. 2642
NJ License #AI11550
NY License #021574

Flood Hazard Notes
Flood Panel Notes

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	DW
Checked By:	JF
Phase/Revisions	CD

A003



ADA COMPLIANT CURB CUT
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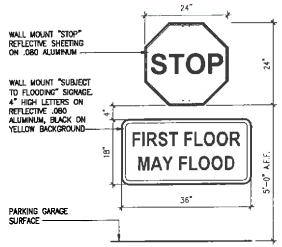

STOP AND FLOODING SIGNAGE
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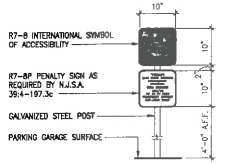

HANDICAP PARKING SIGN
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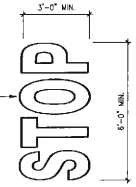

TRAFFIC CONTROL SIGN
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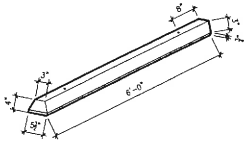
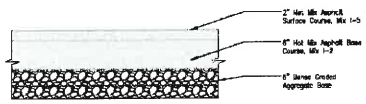


PRECAST CONCRETE BUMPER
Not to scale

PARKING DETAILS
Not to scale



PAVEMENT RESTORATION DETAIL
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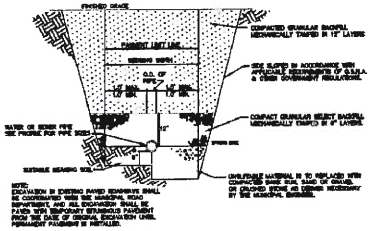

UTILITY TRENCH DETAIL
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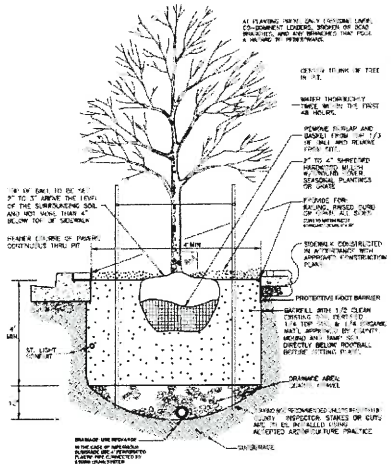
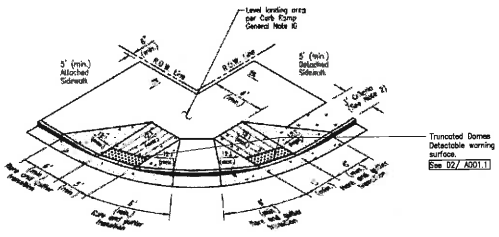


TREE PIT DETAIL
Not to scale

LANDSCAPE SCHEDULE				
TAG	SYMBOL	NAME	QUANTITY	NOTES
A		ORNAMENTAL BRADFORD PEAR TREE. 4" CALIPER	QUANTITY: 6	1. WHERE NECESSARY, MULCH USING SMALL GRAIN STRAW OR SALT HAY TO PROMOTE GRASS GROWTH 2. LANDSCAPED AREAS (ESPECIALLY THOSE LOCATED NEAR LOT ENTRANCES) SHALL BE SELECTED AND MAINTAINED TO A HEIGHT THAT WILL IN NO WAY INTERFERE WITH THE DRIVER'S LINE OF SIGHT FOR ONCOMING CARS OR PEDESTRIANS. SELECT PRIMARILY AZALEAS AND YEWS/EVERGREENS.

LANDSCAPE SCHEDULE
Not to scale



TYPICAL CURB CUT DETAIL
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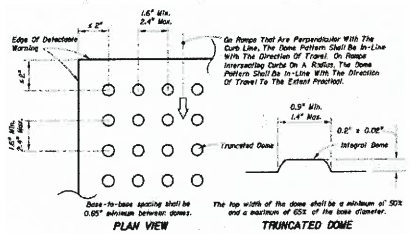

DETECTABLE WARNING SURFACE DETAIL
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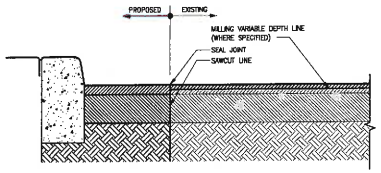
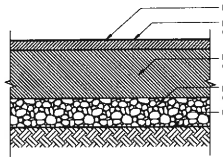


PAVEMENT SAWCUT DETAIL
NOT TO SCALE



ASPHALT PAVEMENT DETAIL
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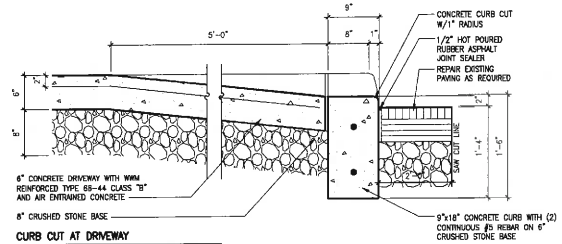
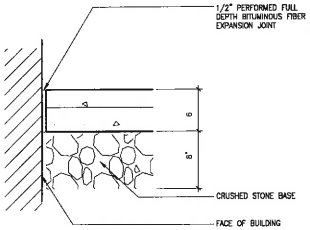
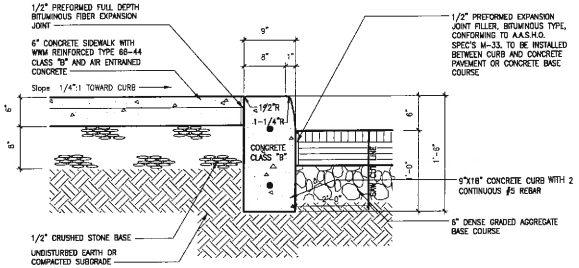


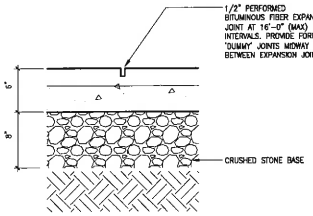
CURB CUT AT DRIVEWAY
Not to scale



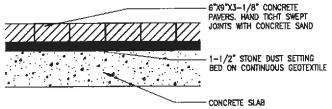
SIDEWALK AT BUILDING EDGE
Not to scale



CONCRETE SIDEWALK AND CURB
Not to scale



SIDEWALK CONTROL JOINT DETAIL
Not to scale



CONCRETE PAVER DETAIL
Not to scale

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	08/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
7	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE
ISSUES		

FP Limited Family Partnership OWNERS
807 Four Seasons Drive
Wayne, New Jersey 07470

Lorien Lofts

461 11th Street
Hoboken NJ 07030
Block 100 - Lot 10

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NY License #021574

Parking Details
Planting Details
Landscape Schedule
Sidewalk Details
Paving Details

Date:	October 23, 2016
Scale:	As Noted
Drawn By:	DW
Checked By:	JR
Phase/Revision:	CD

A004

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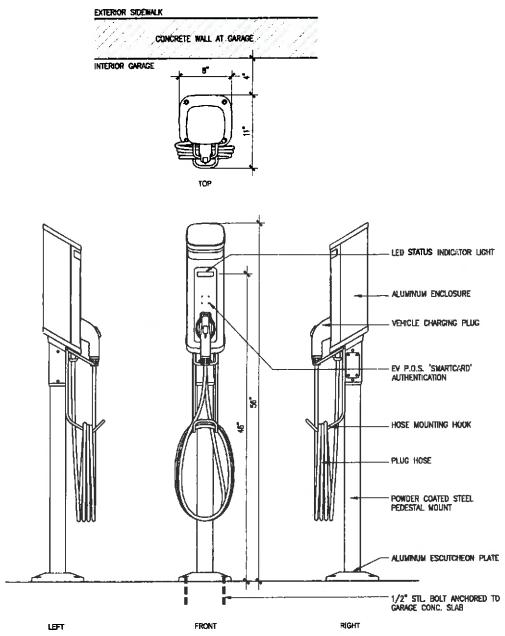
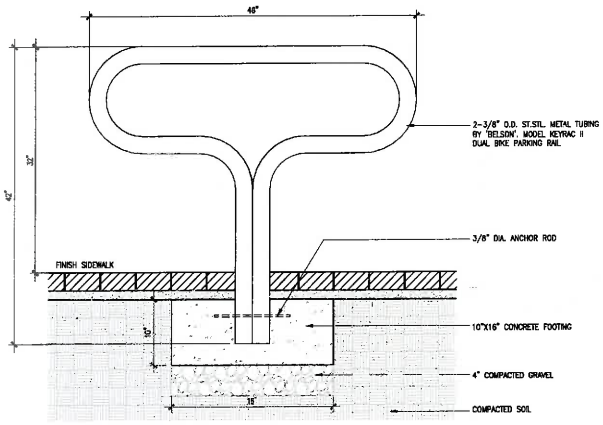


'SEMACONNECT' ChargePro 6
Pedestal Installation

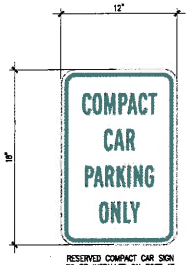
ELECTRIC VEHICLE CHARGING STATION
Not to scale



SIDEWALK MOUNTED BIKE PARKING RACK DETAIL
Not to scale

VAN ACCESSIBLE SIGN TO BE INSTALLED ON POST AT HEAD OF PARKING SPACE

VAN ACCESSIBLE PARKING SIGNAGE
Not to scale



RESERVED COMPACT CAR SIGN TO BE INSTALLED ON POST AT HEAD OF EACH COMPACT PARKING SPACE

RESERVED COMPACT CAR PARKING SIGNAGE
Not to scale

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	08/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	09/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16

ISSUES		
NO.	TO WHOM ISSUED	DATE
1	NJDEP SUBMITTAL	04/10/15
2	FINAL SITE PLAN SUBMITTAL	04/17/15

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Bike Parking Detail
Parking Signage
EV Charging Detail

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	DW
Checked By:	JR
Phase/Revisions:	CD

A005

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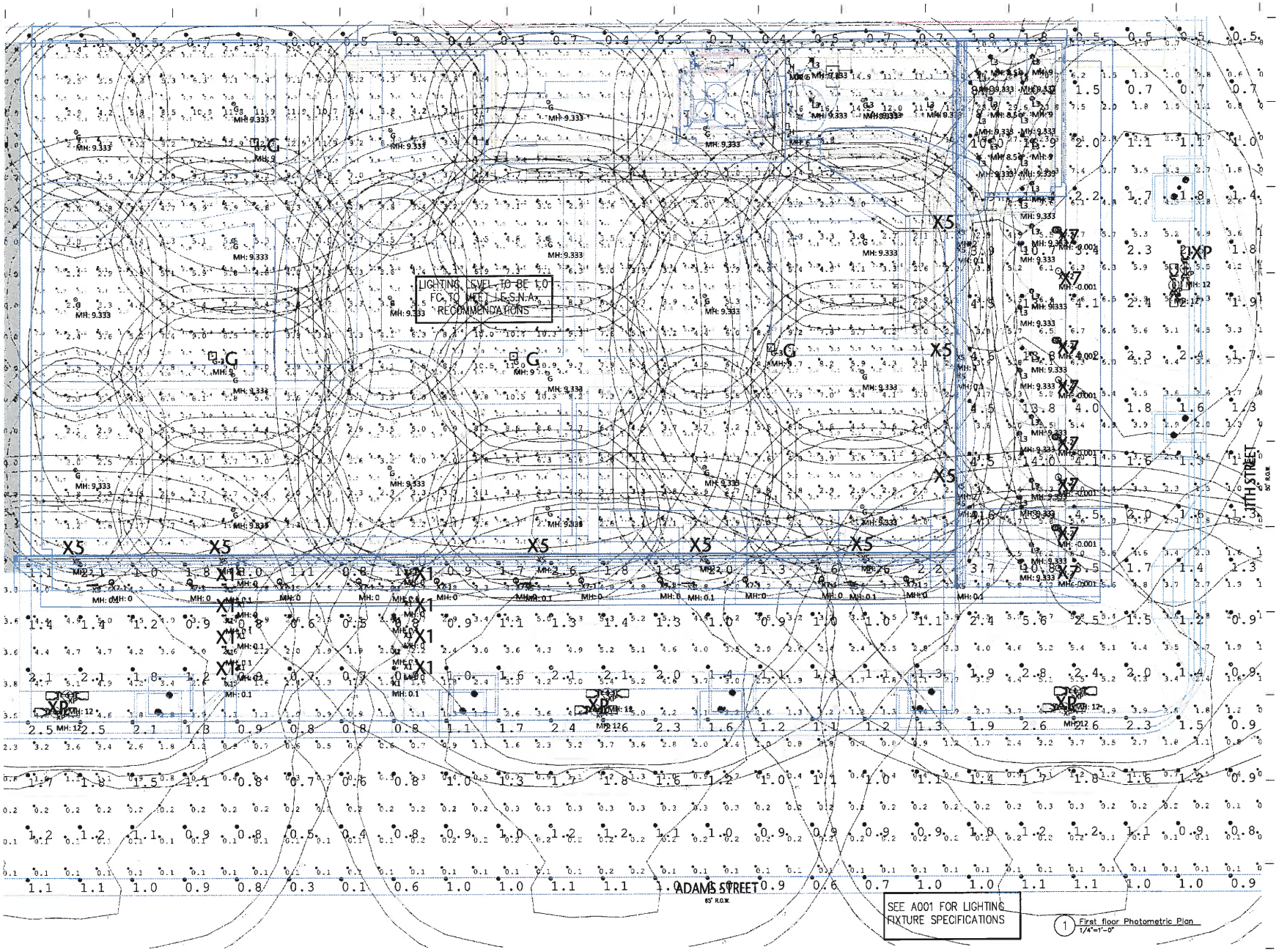

1 First floor Photometric Plan
1/4"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	08/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	AHREP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE
	ISSUES	

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Ground Floor Photometrics Plan

Date:	October 23, 2016
Scale:	As Noted
Drawn By:	DW
Checked By:	JR
Phase/Revisions	CD

A006

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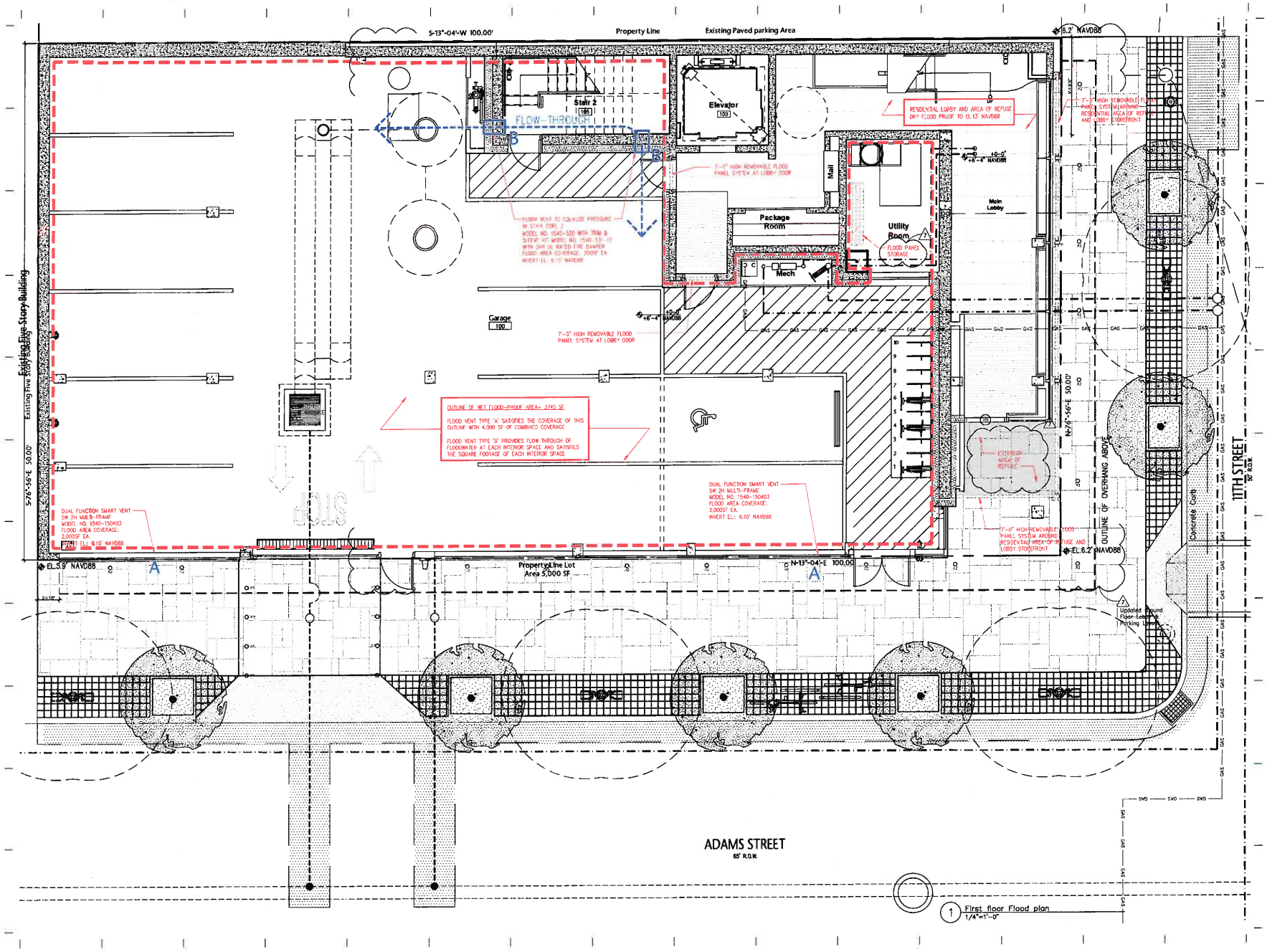

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	08/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/17/18
1	HUDEP SUBMITTAL	04/10/19
NO.	TO WHOM ISSUED	DATE
ISSUES		

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First Floor Flood plan

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A201.1

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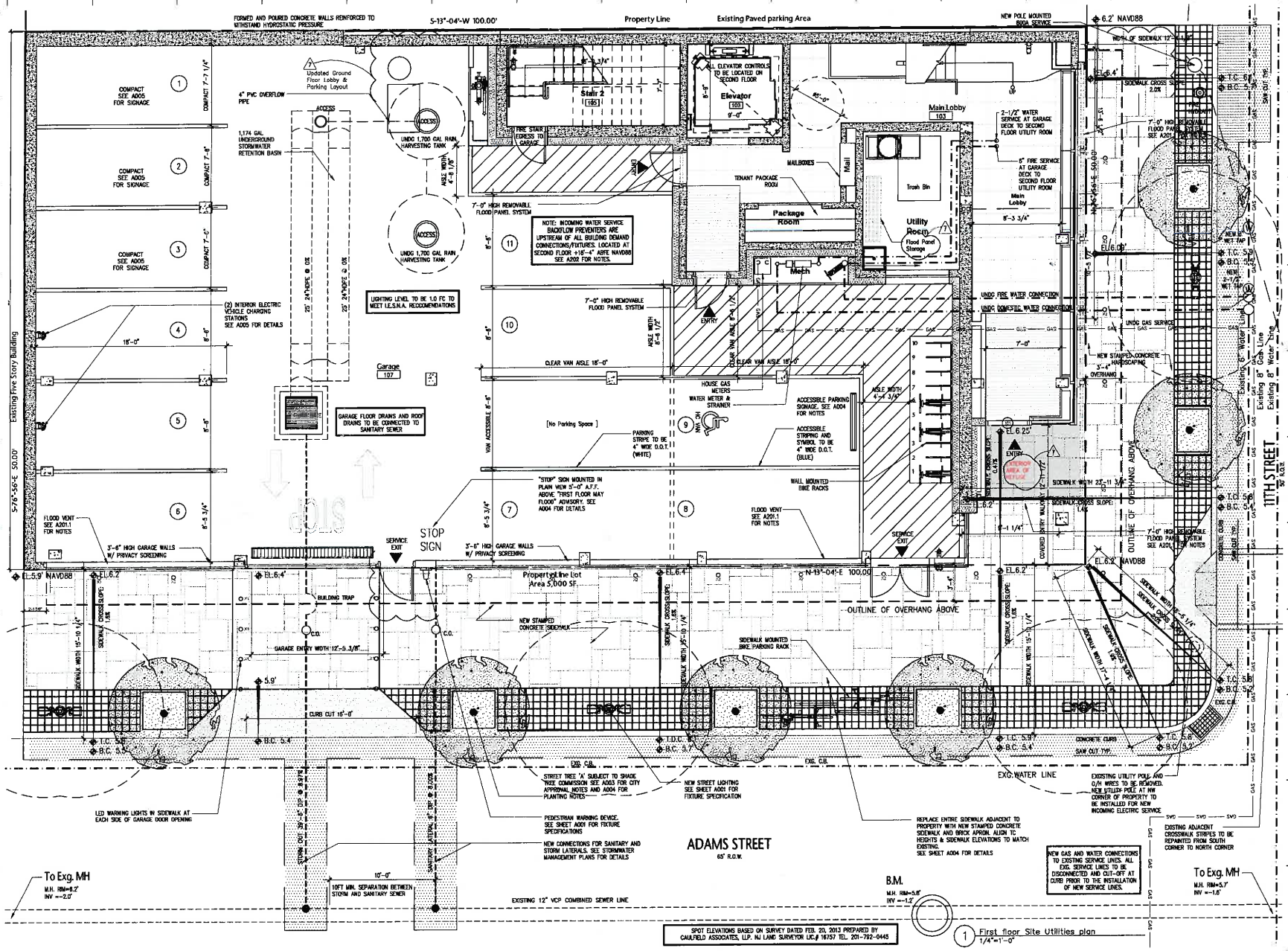

1 First floor Site Utilities plan
1/4"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	08/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	09/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
7	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE

ISSUES

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First Floor Site Utilities plan

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A201.2

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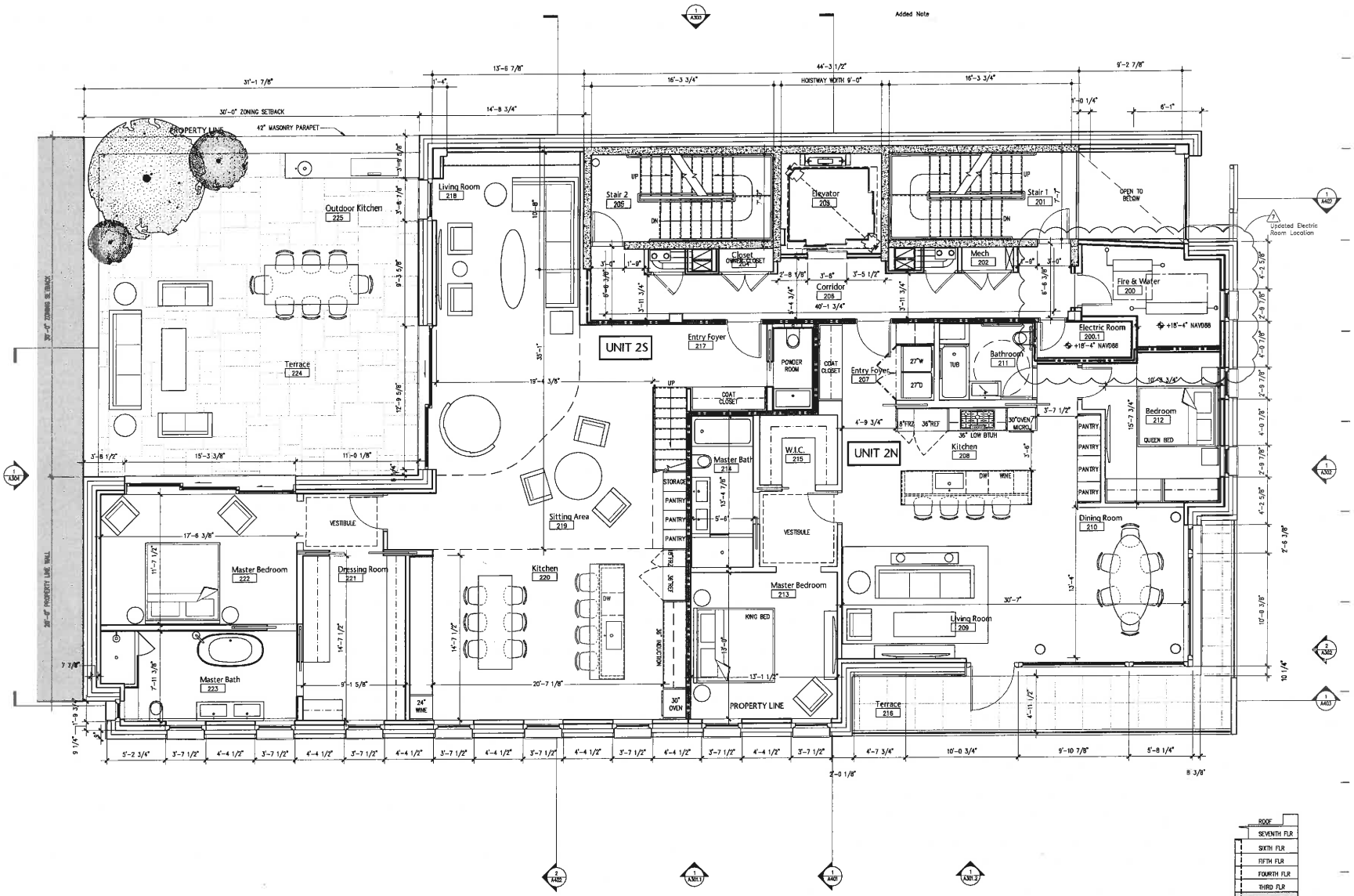

1 Second Floor Plan
1/4"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	09/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE
ISSUES		

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Second Floor Plan

Date:	October 23, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A202

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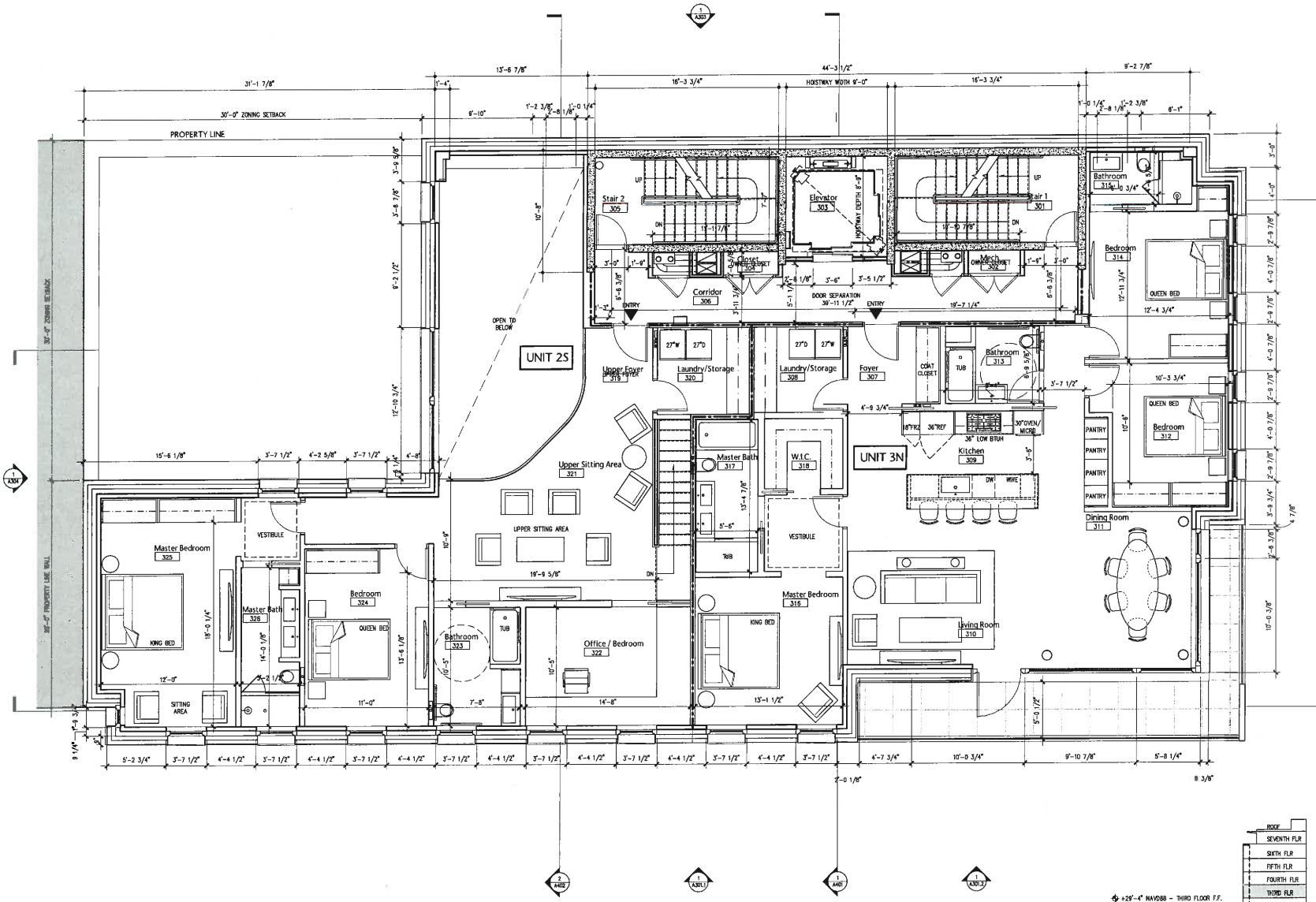

+29'-4" NAVD88 - THIRD FLOOR F.F.

ROOF
SEVENTH FLR
SIXTH FLR
FIFTH FLR
FOURTH FLR
THIRD FLR
SECOND FLR
GARAGE

1 Third Floor Plan
1/4"=1'-0"

REVISIONS

NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/06/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	09/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15

NO.	TO WHOM ISSUED	DATE

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Third Floor Plan

Date:	October 23, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A203

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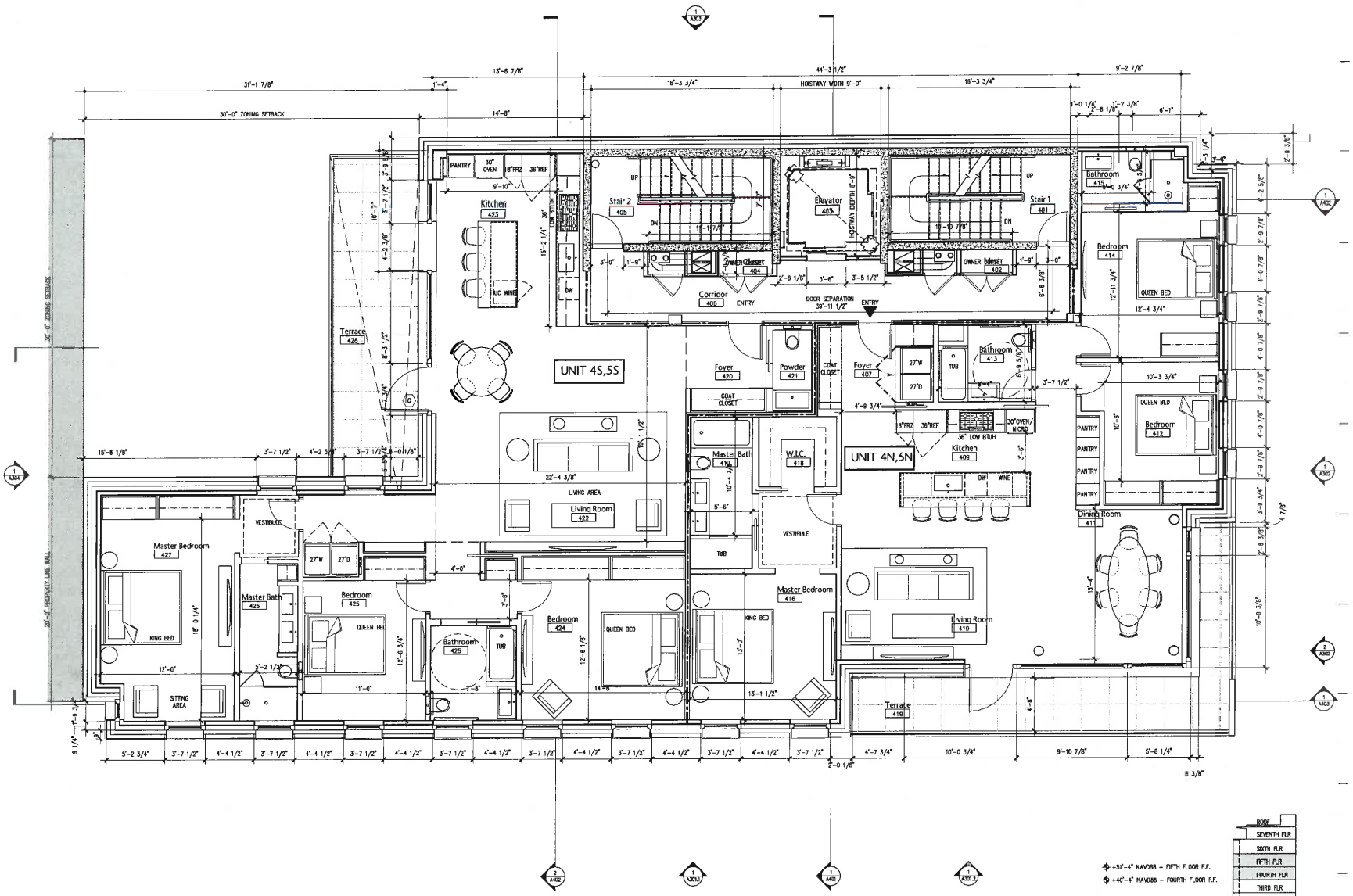

1 Typical Fourth & Fifth Floor Plan
1/4"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	09/15/16
6	REDEVELOPMENT AMENDMENT	10/05/18
7	REDEVELOPMENT AMENDMENT	10/25/18

ISSUES		
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE

OWNERS
FP Limited Family Partnership
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Fourth & Fifth Floor Plan

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JB
Checked By:	JB
Phase/Revision:	CD

A204

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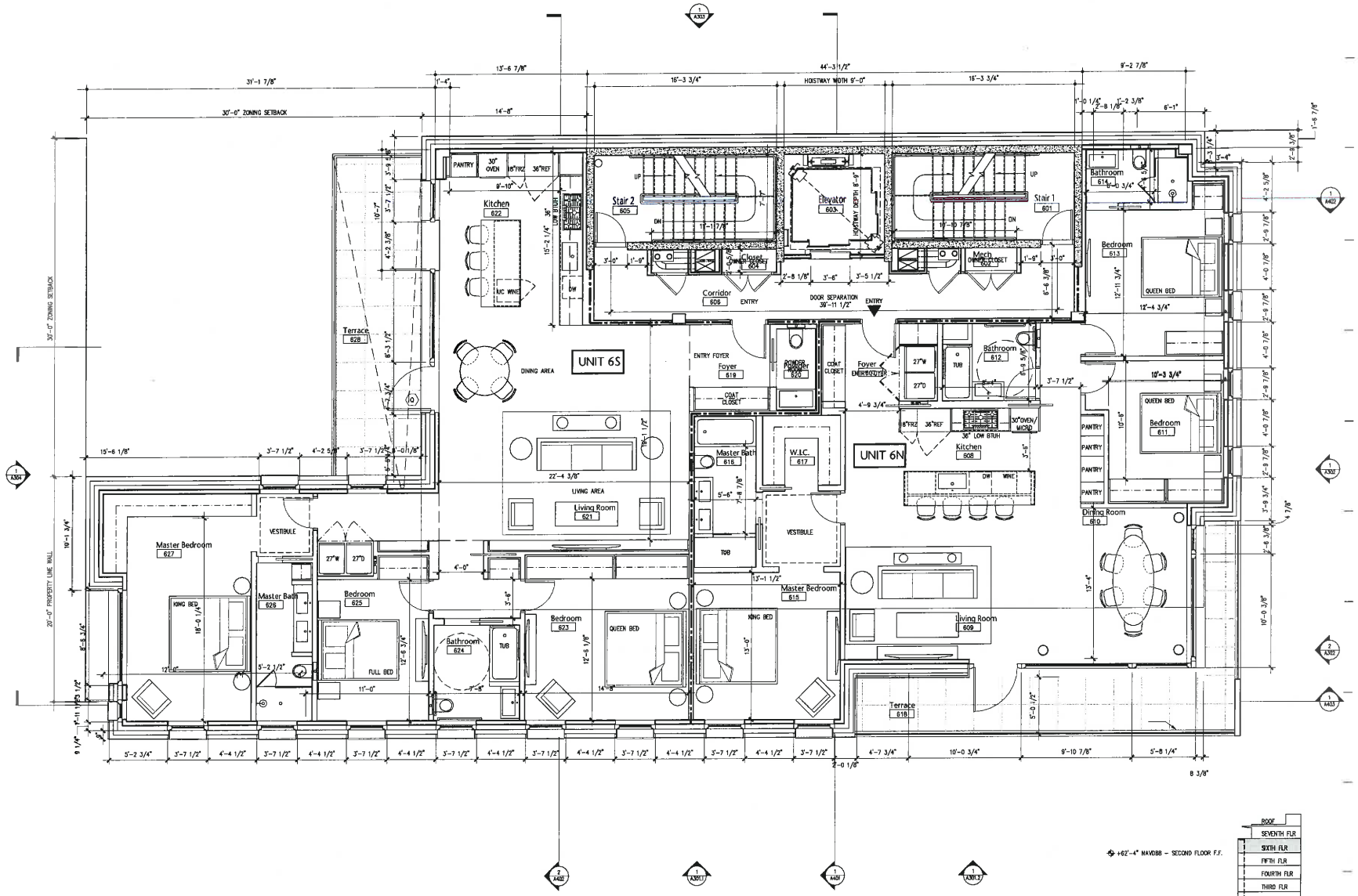

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/18
5	PLANNING BOARD COMMENTS	09/15/18
6	REDEVELOPMENT AMENDMENT	10/05/18
7	REDEVELOPMENT AMENDMENT	10/25/18

ISSUES		
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE

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Sixth Floor Plan

+62'-4" NAVD88 – SECOND FLOOR F.F.

ROOF
SEVENTH FLR
SIXTH FLR
FIFTH FLR
FOURTH FLR
THIRD FLR
SECOND FLR
GARAGE

1 Sixth Floor Plan
1/4"=1'-0"

Date:	October 23, 2014
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A205

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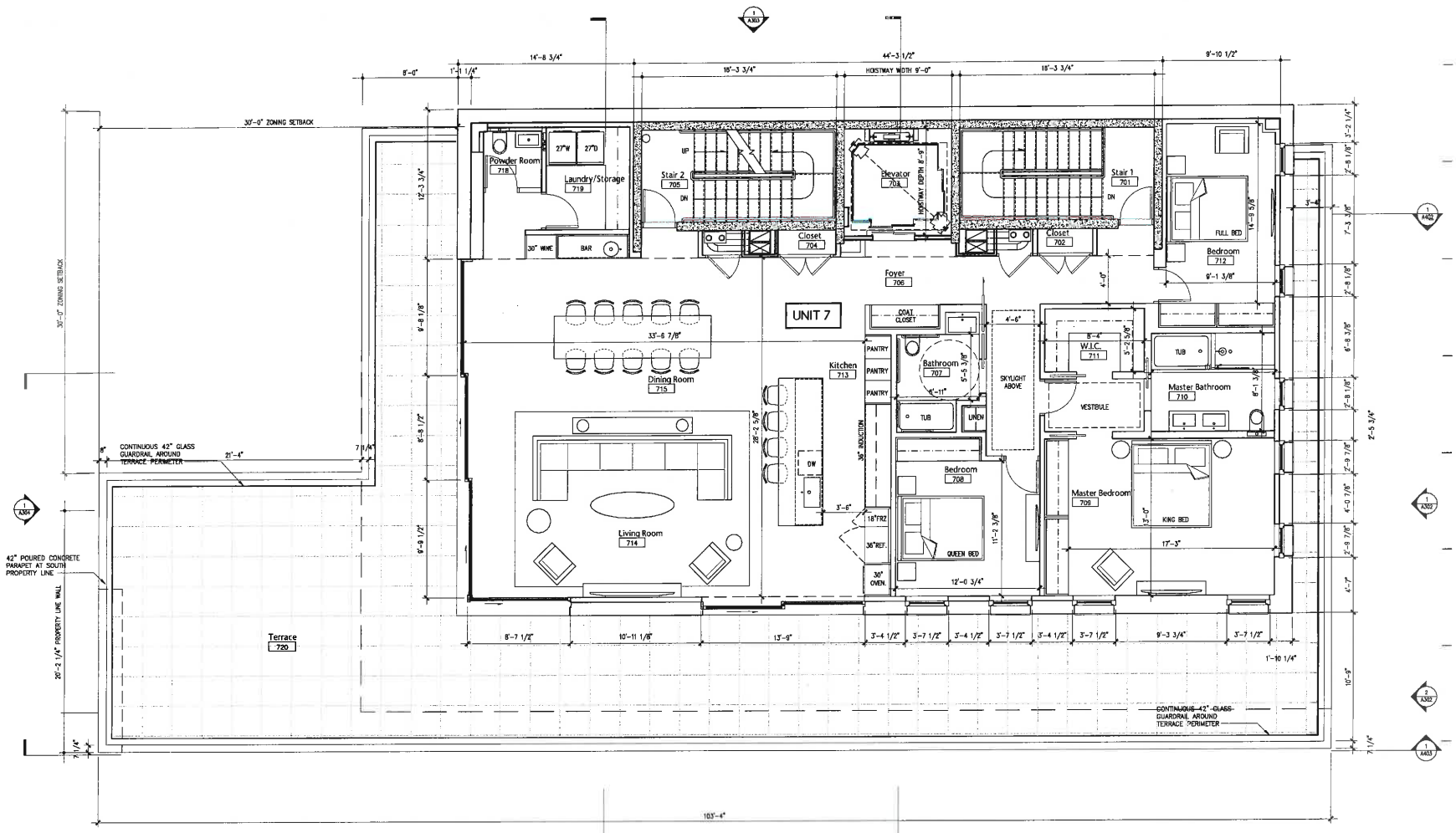

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/06/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	09/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16

ISSUES		
7	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE

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Seventh Floor Plan

+74'-6" NAVD88 – SECOND FLOOR F.F.

ROOF
SEVENTH FLR
SIXTH FLR
FIFTH FLR
FOURTH FLR
THIRD FLR
SECOND FLR
GARAGE

1 Seventh Floor Plan
1/4"=1'-0"

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JB
Checked By:	JB
Phase/Revision:	CD

A206

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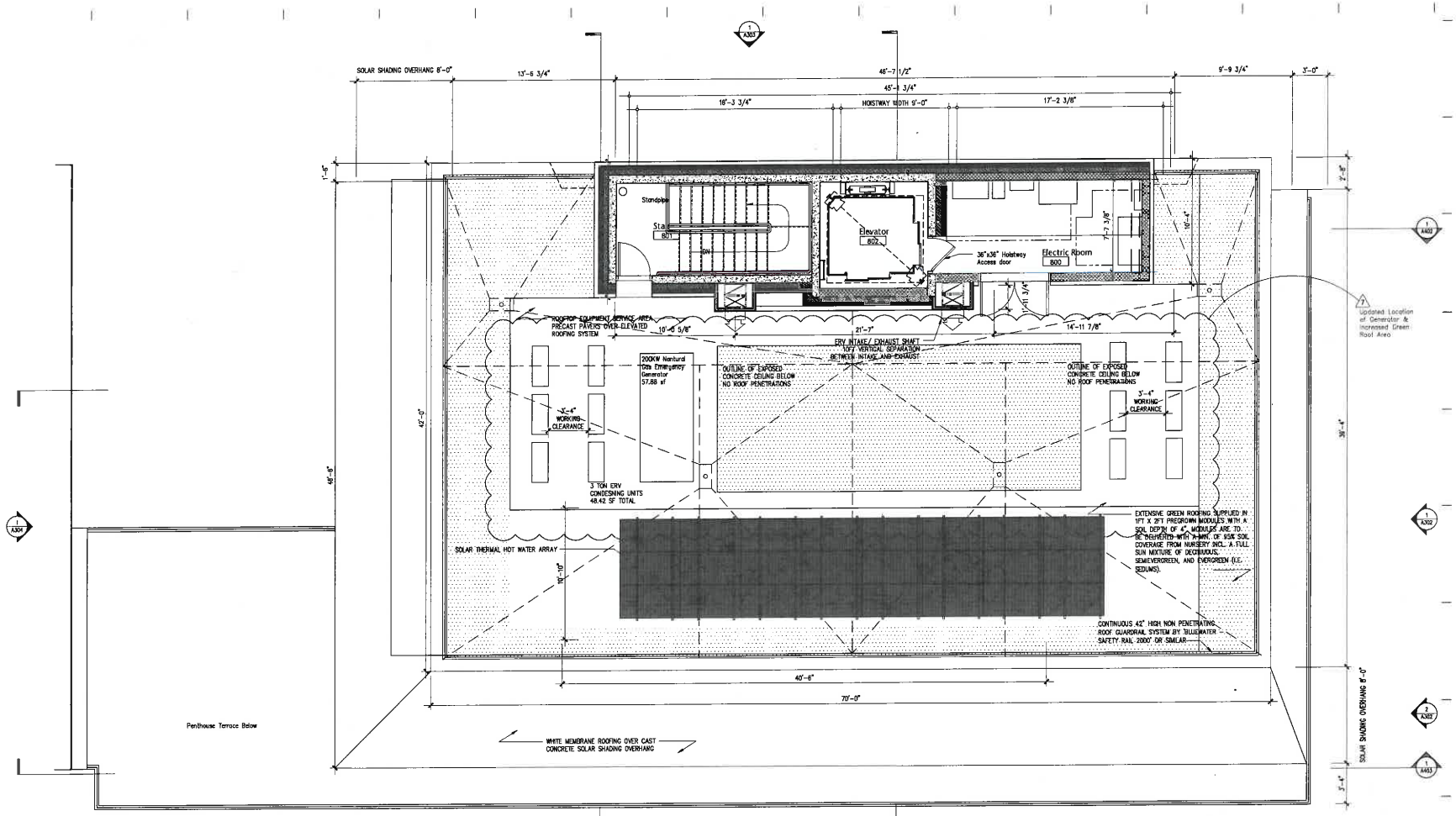

ROOF COVERAGE NOTES:

TOTAL GROSS ROOF AREA: 3,940
ALLOWED ROOF COVERAGE PERCENTAGE: 16%
TOTAL ALLOWED ROOF COVERAGE AREA: 630.40 SF

STAIR, ELEVATOR, AND MECHANICAL ROOM BULKHEAD: 532.40 SF
EMERGENCY GENERATOR: 85 SF
ERV CONDENSERS: 49 SF

TOTAL PROPOSED ROOF APPURTENANCES: 15.98% (629.81/3940)

STANDARD ROOFING AREA: 55.7% SF (2194/3940)
GREEN ROOF AREA: 26.6 % SF (1,116/3940)

1 Roof Plan
1/4"=1'-0"

ROOF
SEVENTH FLR
SIXTH FLR
FIFTH FLR
FOURTH FLR
THIRD FLR
SECOND FLR
GARAGE

REVISIONS

NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	08/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/06/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	09/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
7	FINAL SITE PLAN SUBMITTAL	04/17/18
1	NJDEP SUBMITTAL	04/10/15

NO.	TO WHOM ISSUED	DATE

ISSUES

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Roof Plan

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A207

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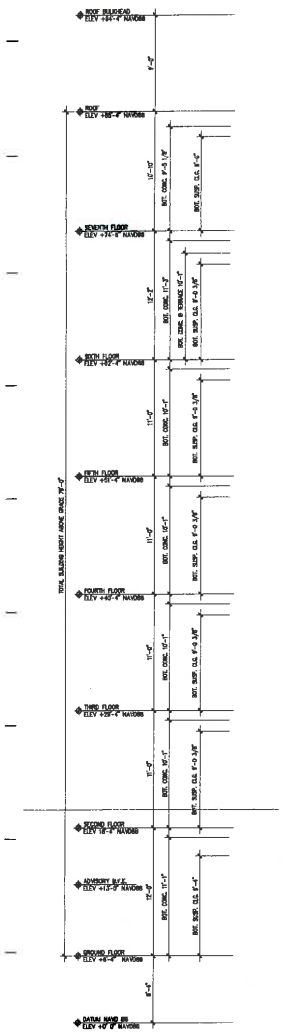


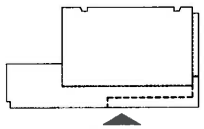
GARAGE VENTILATION REQUIREMENTS AS PER IBC 2009 406.3.3.1

TOTAL PERIMETER AREA TO HAVE 20% CLEAR OPENING FOR NATURAL VENTILATION

TOTAL PERIMETER AREA: 2770 SF
REQUIRED AREA OF CLEAR OPENING (20%): 554 SF
CLEAR OPENING AREA PROVIDED: 558 SF

AGGREGATE LENGTH OF OPENINGS REQ'D SHALL BE 40% OF THE TOTAL PERIMETER LENGTH

TOTAL PERIMETER LENGTH: 277 LF
REQUIRED AGGREGATE LENGTH OF OPENING (40%): 111 LF
AGGREGATE LENGTH OF OPENINGS PROVIDED: 111 LF



1 East Building Elevation
3/16"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	08/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	08/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16

ISSUES		
NO.	TO WHOM ISSUED	DATE
7	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15

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East Building Elevation Balconcy with Solar Shade

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A301.1

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1 East Building Elevation at Balcony
3/16"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	08/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/18
5	PLANNING BOARD COMMENTS	08/13/18
6	REDEVELOPMENT AMENDMENT	10/05/18
7	REDEVELOPMENT AMENDMENT	10/25/18
2	FINAL SITE PLAN SUBMITTAL	01/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE
	ISSUES	

FP Limited Family Partnership
807 Four Seasons Drive
Wayne, New Jersey 07470
OWNERS

Lorien Lofts

461 11th Street
Hoboken NJ 07030

Block 100 - Lot 10

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

321 Newark Street
Hoboken, NJ 07030
Tel: 201 653. 2577
Fax: 201 653. 2642
NJ License #AI11558
NY License #021574

East Building Elevation Balcony Cutaway without Solar Shade

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

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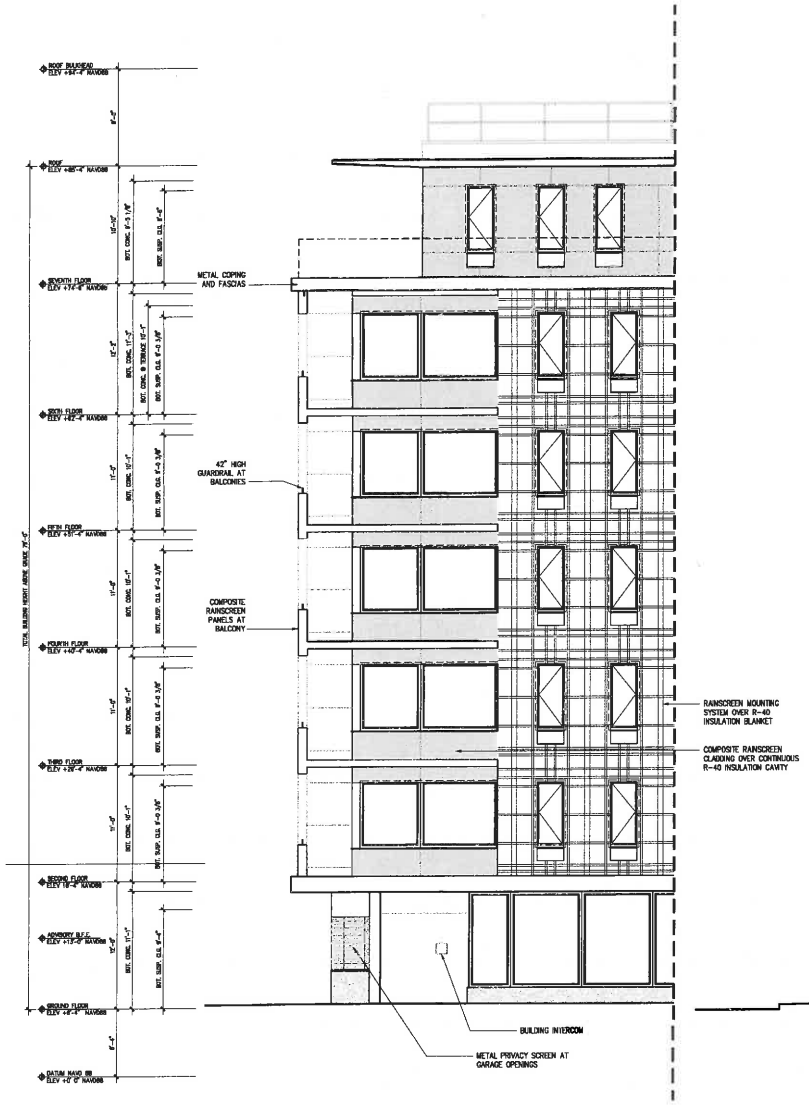
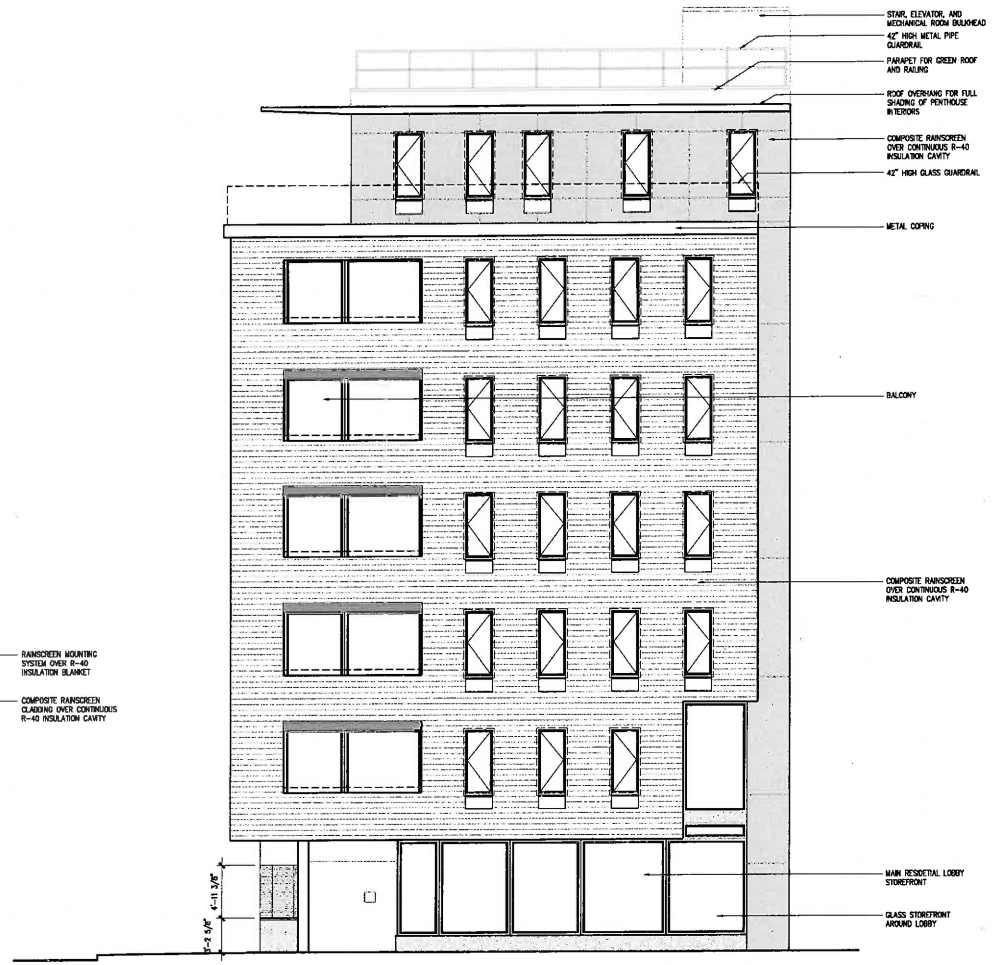


2 North Building Elevation at Balcony
3/16"=1'-0"



1 North Building Elevation
3/16"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/22/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	08/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE
ISSUES		

FP Limited Family Partnership — OWNERS
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Wayne, New Jersey 07470

Lorien Lofts

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Hoboken NJ 07030

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NY License #021574

North Building Elevation Balcony with Solar Shade

Balconcy Cutaway without Solar Shade

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A302

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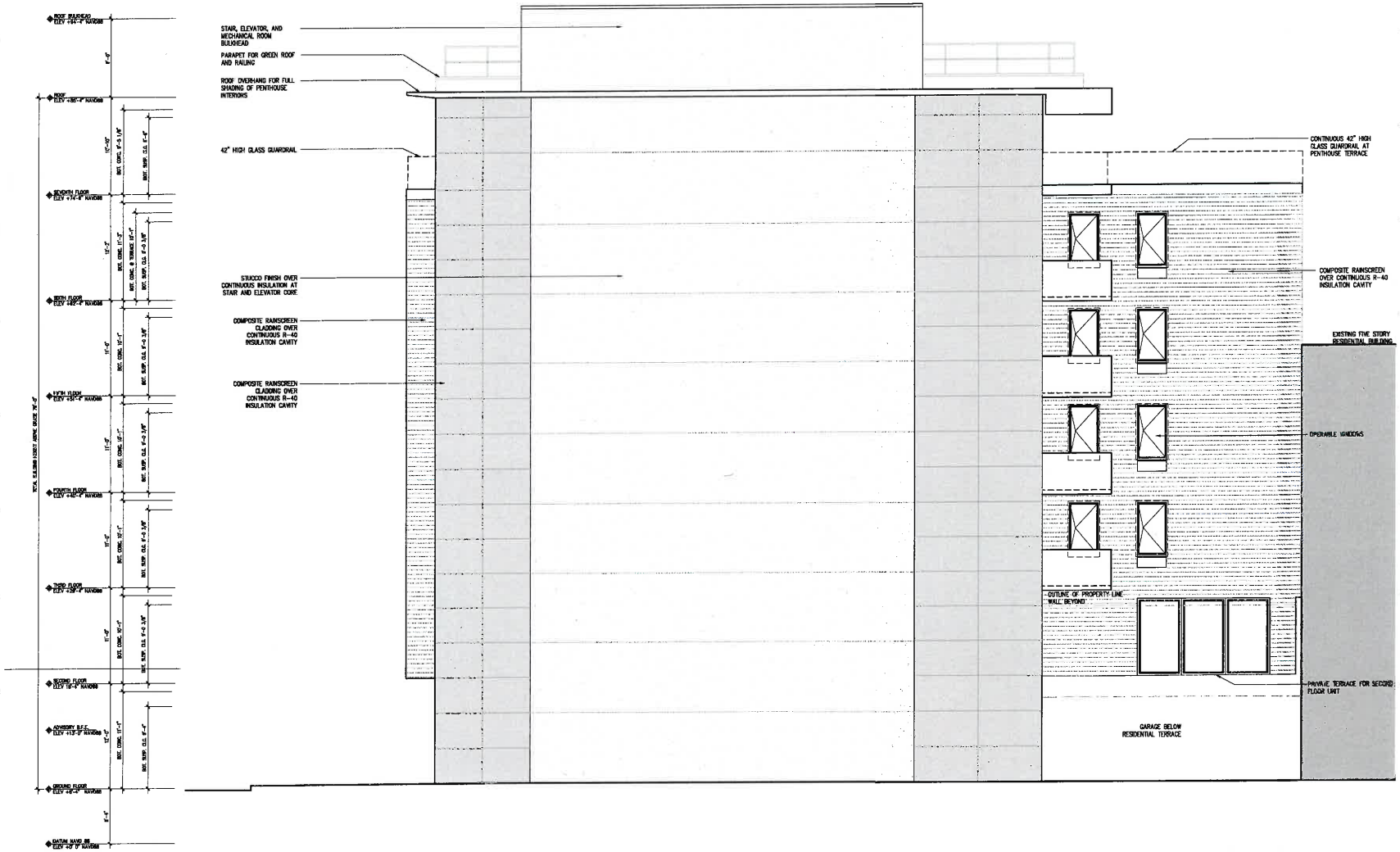

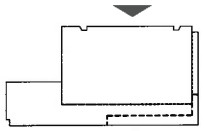

1 West Building Elevation
3/16"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	06/04/15
2	PRELIMINARY & FINAL SITE PLAN	06/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	08/15/16
6	REDEVELOPMENT AMENDMENT	10/05/16
7	REDEVELOPMENT AMENDMENT	10/25/16
2	FINAL SITE PLAN SUBMITTAL	04/11/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE
ISSUES		

FP Limited Family Partnership OWNERS
807 Four Seasons Drive
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Lorien Lofts

461 11th Street
Hoboken NJ 07030

Block 100 - Lot 10

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West Building Elevation

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JS
Checked By:	JR
Phase/Revision:	CD

A303

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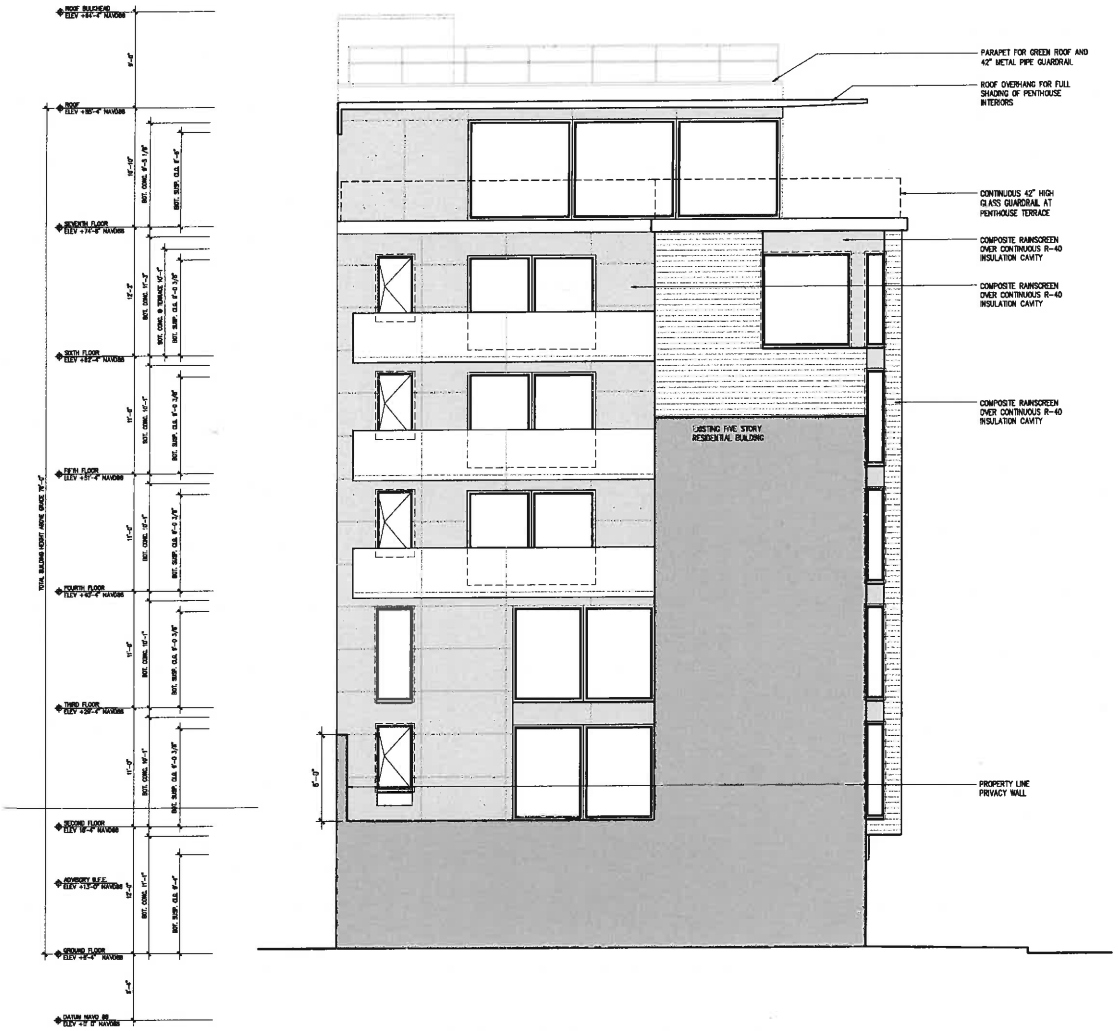

1 South Building Elevation
3/16"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	09/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	08/15/16
6	REDEVELOPMENT AMENDMENT	10/20/16
7	REDEVELOPMENT AMENDMENT	10/23/18

ISSUES		
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE

OWNERS
FP Limited Family Partnership
807 Four Seasons Drive
Wayne, New Jersey 07470

Lorien Lofts

461 11th Street
Hoboken NJ 07030
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South Building Elevation

Date:	October 23, 2016
Scale:	As Noted
Drawn By:	JR
Checked By:	JR
Phase/Revision:	CD

A304

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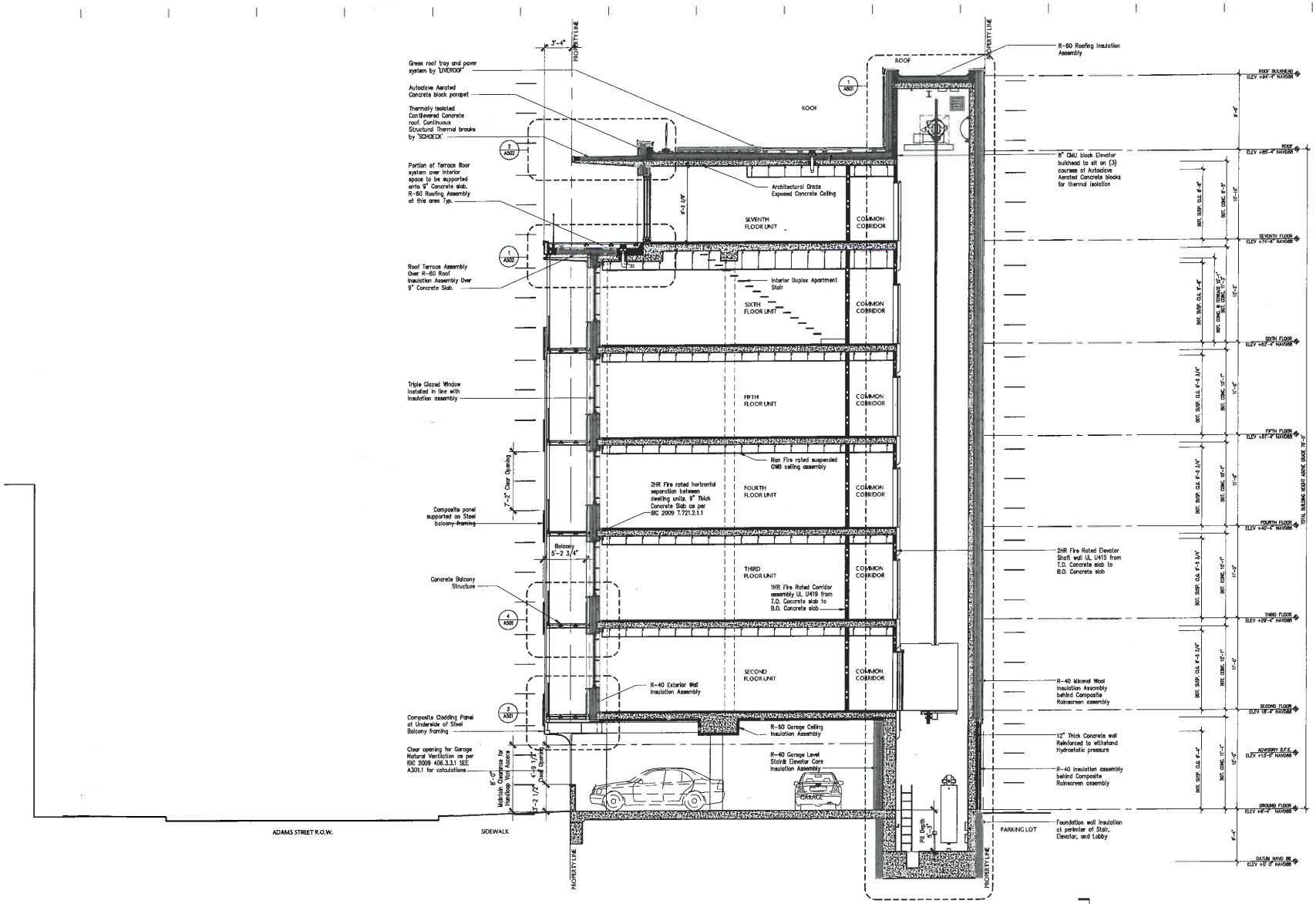

1 Section Looking South at Terrace
3/16"=1'-0"

REVISIONS		
NO.	DESCRIPTIONS	DATE
1	PLANNING BOARD COMMENTS	08/04/15
2	PRELIMINARY & FINAL SITE PLAN	08/23/15
3	FLOOD PLAIN COMPLIANCE COMMENTS	07/08/15
4	REDEVELOPMENT AMENDMENT	04/15/16
5	PLANNING BOARD COMMENTS	08/15/16
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7	REDEVELOPMENT AMENDMENT	10/25/18
2	FINAL SITE PLAN SUBMITTAL	04/17/15
1	NJDEP SUBMITTAL	04/10/15
NO.	TO WHOM ISSUED	DATE
ISSUES		

FP Limited Family Partnership OWNERS
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Lorien Lofts

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Section looking South

Date:	October 25, 2016
Scale:	As Noted
Drawn By:	JR
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Phase/Revision:	CD

A401

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EXHIBIT F (to Amended Redevelopment Agreement)

Narrative Project Description

Site Information: The proposed project is located at 1024 Adams Street, a/k/a 461 11th Street, as depicted on the official tax maps of the City of Hoboken as Block 100, Lot 10. The property is 50' x 100' for a total square footage of 5,000 sq. ft. It is located in the NWRZ Zone, Sub-Area 4 and currently features a two-story brick office building that is proposed to be demolished.

Proposed Project: The redeveloper proposes to demolish the existing two-story brick office building and construct a seven (7) story, seventy-nine (79) foot tall building with ten (10) residential units and parking facilities underneath for eleven (11) parking spaces including one (1) handicapped, barrier-free parking space. As set forth in the Redeveloper's Goals and Commitments, the project is proposed to meet LEED Platinum and Passive House Certification.

EXHIBIT G (to Amended Redevelopment Agreement)

Goals & Commitments

COMMITMENTS

1. Incorporate all requirements in construction of project to obtain Passive House Certification from Passive House Institute of Germany.

2. Incorporate all requirements in construction of project to obtain L.E.E.D. Gold Certification.

3. Install a white roof a/k/a "cool roof" coating on roof to reduce energy consumption.

4. Install a solar thermal hot water panel system on the roof.

5. Install a rain water harvesting retention system.

6. Install two (2) interior electric vehicle charging station.

7. Install a bike rack.

GOALS THAT ARE NOT COMMITMENTS

1. Apply for L.E.E.D. Platinum Certification.

2. Apply for Energy Star Building Certification.

461 11th Street LEED Sustainability Design Narrative

I. PROJECT DESCRIPTION

461 11th Street Lofts located at 461 11th Street Lofts in Hoboken, NJ consists of one seven story midrise multifamily building containing 10 dwelling units. The project is currently being designed to meet a certification level of LEED Platinum under the LEED for Homes Multifamily Mid-rise v2010 program. The project is on track to earn at least 90 points.

II. AFFADAVIT

I, Lauren Hildebrand, serve as the LEED for Homes Green Rater for Steven Winter Associates, Inc. (SWA), a LEED for Homes Provider. I have reviewed the project drawings and documentation in progress and I attest that the project is on track to achieve a Platinum rating under the 2010 LEED for Homes Multifamily Mid-Rise rating system, earning at least 90 points served as the LEED for Homes Provider for the project, with I, Lauren Hildebrand, serving as the LEED Green Rater.

Lauren Hildebrand, LEED AP BD+C
LEED for Homes Green Rater
Senior Consultant
Steven Winter Associates, Inc.

IV. NARRATIVE FOR LEED CREDITS

461 11th Street is fulfilling all prerequisites for all categories, in addition to the listed optional LEED credits.

Innovation & Design Process

ID 1.1 Preliminary Rating
The project team has conducted a preliminary planning meeting and has targeted LEED Platinum certification. Accountability for each credit and its associated tasks has been assigned.

ID 1.2 Energy Expertise for Mid-rise
Steven winter Associates, Inc. will provide the required energy expertise: we have experience with mid-rise energy systems, mechanical equipment, envelope upgrades, and energy modeling.

ID 1.6 Trades Training
SWA provided a trades training in LEED program requirements with the HVAC installer, plumber, and insulator.

ID 2.1 Quality Management for Durability
Prior to construction the project team completed the Durability Risk Evaluation Form to identify all moderate to high risk durability issues, and developed a Durability Inspection Checklist to respond to these issues.

ID 2.2 Durability Management
During construction, the builder has a quality management process in place to inspect, verify, and checks off each measure listed in the Durability Inspection Checklist. This task is ongoing throughout construction.

ID 2.3 Third-Party Durability Management Verification
SWA is inspecting and verifying each measure listed on the Durability Inspection Checklist.

ID 3.1 – ID 3.4 Innovative or Regional Design

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The project is expecting exemplary performance for 3 points

- 3.1 - Exemplary SS 7 Alternative Transportation
- 3.2 - Exemplary WE2 Irrigation System
- 3.3 – Exemplary LL 5 Community Resources

Locations & Linkages

LL 3.1 Edge Development
The site is located on a lot where at least 25% of the perimeter border existing development).

LL 3.3 Brownfield Redevelopment for MID-RISE
The project has been developed on a site documented as contaminated (by means of an ASTM E1903-97 Phase II Environmental Site Assessment or a local voluntary cleanup program) **OR** develop on a site defined as a brownfield by a local, state, or federal government agency, and appropriate remediation was performed.

LL 4 Existing Infrastructure
The site is located within ½ mile of existing water and sewer.

LL 5.3 Outstanding Community Resources for Mid-rise:
The site will achieve credit for being located within ½ mile of 14 basic community resources.

LL 6 Access to open Space
The site is located less than ½ mile away from publicly accessible or community-based open space larger than ¾ acre.

Sustainable Sites

SS 1.1 Erosion Controls During Construction
The project team has designed and planned erosion control measures that were implemented prior to construction. These measures include (where appropriate):

- Stockpiled and protected disturbed topsoil from erosion.
- Controlled the path and velocity of runoff with silt fencing.
- Protected sewer inlets, streams, and lakes with straw bales and silt fencing.
- Provided swales to divert surface water from hillsides.
- Used tiers, erosion blankets and compost blankets on sloped areas

SS 1.2 Minimize Disturbed Area of Site
The project team has minimized the disturbed area on the site by building on the lot to achieve a density of greater than 40 units per acre.

SS 2.1 No Invasive Plants
The Landscape Architect has specified that no invasive plants will be installed on the site.

SS 2.2 Basic Landscape Design
The Landscape Architect has included these measures in the design:

- All turf is drought-tolerant.
- No turf is planted in densely shaded areas.
- No turf is planted on slopes of 25% or greater
- Mulch or soil amendments are added as appropriate.
- All compacted soil (from construction vehicles) was filled to 6" deep

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SS 2.3 Limit Conventional Turf
Turf planting will be limited to less than 20% of the total landscaped lot areas. The remainder is mulched beds and/or natural ground cover plants.

SS 3.1 Reduce Local Heat Island Effects
Over 50% of the hardscape is shaded. The parking garage is included in this calculation, so over 50% of the hardscape will be shaded.

SS 3.2 Reduce Roof Heat Island Effects for MID-RISE

In order to reduce heat island effect on the site the project team has specified the installation of high albedo materials and vegetated roof that covers at least 75% of the roof area. The TPO will have an SRI of at least 78.

SS 5 Pest Control Alternatives
The project team has specified that the building design will include these measures for pest control:

- Exterior wood 12" above soil
- External cracks and joints sealed with caulking, and pest-proof screens installed on permanent openings
- No wood-to-concrete connections, or connections separated with dividers
- Solid concrete foundation walls or pest-proof masonry wall design

SS 7.1 Public Transit for MID-RISE
SWA has verified that the project site is within ½ mile of transit services providing 125+ rides per weekday.

SS 7.2 Bicycle Storage for MID-RISE
The project team will provide secure, covered bicycle storage capacity to accommodate 15% of the residents (7-10 bike racks will be installed).

Water Efficiency

WE 2.1 High-Efficiency Irrigation System for MID-RISE
The irrigation system will be designed with the following features: head-to-head coverage; drip irrigation for 50 percent of the planting beds; bedding areas separately zoned; timer/controller that activates the valves for each watering zone at the best time of day; pressure regulating devices; moisture sensor controller or rain delay controller.

WE 3.1 High Efficiency Fixtures and Fittings
Specified toilets are 1.28 gpf, less than the 1.30 gpf requirement for the credit.

WE 3.2 Very High Efficiency Fixtures and Fittings
The project team has specified lavatory faucets to have a flow rate of less than or equal to 1.5 gallons per minute and showers will have less than or equal to 1.75 gallons per minute

Energy & Atmosphere

EA 1.1 Minimum Energy Performance for MID-RISE
The project has will meet the mandatory provisions for ASHRAE 90.1 – 2007. The team is in the process of completing an energy model, which will be updated to represent as-built conditions before being submitted to the USGBC-assigned reviewer.

EA 1.2 Testing and Verification for MID-RISE
The project is meeting the EA1 Alternative Compliance Path as verified by SWA's Green Raters. Green Rater testing and inspection includes verifying the thermal Enclosure Checklist as well as duct tightness testing, blower door testing, exhaust fan flow rates, and pressure differentials between rooms.

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EA 1.3 Optimize Energy Performance for MID-RISE

Current projected energy savings are expected to be at least 30% compared to ASHRAE 90.1-2007.

EA 11.1 Refrigerant charge test
The HVAC Installer will provide verification that the air conditioning system has the proper refrigerant charge.

EA 11.2 Appropriate HVAC Refrigerants
The MEP has specified mechanical systems with non-HCFC refrigerant.

Materials & Resources

MR 1.1 Framing Order Waste Factor Limit
The builder documented that the framing order waste factor is not more than 10%.

MR 2.1 FSC-Certified Tropical Wood
The project will use no tropical hardwoods unless the products are Forest Stewardship Council (FSC) certified, including Luan which is commonly found in cabinets and flooring under-layment.

MR 2.2 Environmentally Preferable Products
The project will use building materials that meet one or more of the criteria below. Except as noted, a material must make up 90% of the component by weight or volume. A single component that meets each criterion (i.e., environmentally preferable, low emissions, and local sourcing) can earn points for each. Recycled content products must contain at least 25% postconsumer recycled content (unless otherwise noted) or half that rate of postindustrial (preconsumer) recycled content. Local production means products that were extracted, processed, and manufactured within 500 miles of the home.
The project team has specified the following:

- 90% hard flooring
- All foundation aggregate used on the project is harvested within 500 miles of the building site
- The cement for foundations is produced within 500 miles of the site.
- The gypsum board on the interior walls and ceiling will be extracted, processed, and manufactured within 500 miles of the site.
- The project team has specified architectural paints, coatings, and primers applied to interior walls and ceilings to have a VOC content 50g/L for flats and 150 g/L for nonflats AND anticorrosive and antirust paints applied to interior ferrous metal substrates to have a VOC content 250 g/L AND clear wood finishes to have a VOC content 350g/L for varnish and 550 g/L for lacquer AND floor coatings to have a VOC content of 100 g/L AND sealers to have a VOC content of 250g/L for waterproofing and 275 g/L for sanding and 200 g/L for all other sealers AND shellacs to have a VOC content of 730 g/L for clear and 550g/L for pigmented AND stains to have a VOC content of 250 g/L.

MR 3.1 Construction Waste Management Planning
The project planned to divert waste generated on the construction site from landfills and/or incinerators by confirming the percentage the waste hauler is recycling and/or reusing.

MR 3.2 Construction Waste Reduction
The project plans to divert 75% or more of the total materials taken off the construction site from landfills and incinerators. The percentage is calculated using either weight or volume. Land clearing and demolition waste is not counted in these calculations. Waste tipping receipts are being collected.

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Indoor Environmental Quality

EQ 2.1 Basic Combustion Venting Measures
The project will meet all of the measures for indoor air quality regarding combustion equipment including no unvented combustion appliances, carbon monoxide (CO) are installed on each floor of each unit, no fireplaces are installed without doors, and space and water heating equipment that involves combustion is designed and installed with closed combustion.

EQ 4.1 Basic Outdoor Air Ventilation for MID-RISE
The whole building ventilation system installed complies with ASHRAE Standard 62.2-2007 and the HVAC contractor has reviewed the requirements of ASHRAE 62.1-2007 sections 4 and 7 and verified compliance of the residential-associated spaces.

EQ 5.1 Basic Local Exhaust for MID-RISE
Local exhaust systems in all bathrooms and the kitchens meet the requirements of Section 5 of ASHRAE Standard 62.2-2007. All fans and ducts are installed to the requirements of Section 7 of ASHRAE Standard 62.2-2007 Air will be exhausted directly outdoors and not to attics and interstitial spaces. Bathroom exhaust fans will be ENERGY STAR rated with a minimum of 50 cfm and kitchen fans rated at minimum of 100 cfm. Common bathrooms and kitchens will meet ASHRAE 62.1 2007 Standard.

EQ 6.1 Room-by-Room Load Calculations
The heating system will be designed using ACCA Manual J and D in a room-by-room analysis to ensure proper distribution. The fans and ducts are installed to meet ASHRAE 62.2.

EQ 7.1 Best Filters
The HVAC installer will Install air filters with a minimum efficiency reporting value (MERV) 13 and ensure air handlers can maintain adequate pressure and flow. Air filter housings will be airtight to prevent bypass or leakage.

EQ 9.1 Radon-Resistant Construction in High-Risk Areas
Radon resistant construction measures have been incorporated into the building for passive radon protection.

EQ 10.1 No HVAC in Garage
All air-handling equipment and ductwork serving the building is placed outside the fire-rated envelope of the garage.

EQ 11 Environmental Tobacco Smoke Reduction for MID-RISE
Smoking will be prohibited within the living units and common areas of the building. Any exterior smoking areas are greater than 25 feet from entries, air inlets, and windows. Prohibitions will be communicated through lease agreements and signage.

EQ 12 .1 Compartmentalization of Units
SWA tests, inspects and verifies that all walls, chases, doors and windows are air-sealed and/or weather-stripped. Compartmentalization tests verify a maximum leakage of 0.30 CFM50 per square foot of enclosure.

Awareness & Education

AE 1.1 Basic Operations Training
The owner will provide a Tenant Manual with an explanation of the green features of the building and instructions on how to clean and care of green building features in an environmentally responsible manner. Management staff will offer a minimum one-hour walk-through with the tenants featuring identification of all green features and instructions on how to best operate and maintain these features for maximum benefits.

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EXHIBIT H (to Amended Redevelopment Agreement)

Revised/Updated Project Schedule

PROJECT SCHEDULE

Milestone	Timeline
Building Permit	Four (4) Months Following Planning Board Resolution Approving Amended Site Plan Application
Site Demolition	Five (5) Months Following Planning Board Resolution Approving Amended Site Plan Application
Commencement of Construction (Driving of Piles)	Six (6) Months Following Planning Board Resolution Approving Amended Site Plan Application
Substantial Completion of Construction	Sixteen (16) Months Following Construction Commencement
Issuance of TCO	Eighteen (18) Months Following Construction Commencement

EXHIBIT I (to Amended Redevelopment Agreement)

Passive House Certification Criteria

Criteria for the Passive House, EnerPHit and PHI Low Energy Building Standard

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1 Introduction

1.1 Structure of the criteria

The present document contains the complete criteria for the energy standards for buildings as defined by the Passive House Institute (PHI). The specific criteria for the three standards are specified in the first three subsections of Section 2 "Criteria". The requirements given in Section 2.4 "General minimum criteria for all Standards" must also be complied with irrespective of the chosen energy standard. Evidence of compliance with the criteria shall be provided using the Passive House Planning Package (PHPP) with the application of the boundary conditions listed in Section 2.5 "Boundary conditions for the PHPP calculation".

If a building is to be certified by the Passive House Institute or one of the certifiers accredited by PHI, the examination shall take place in accordance with Section 3 "Technical regulations for building certification". The documents to be submitted for the certification process are listed in Section 3.2.

1.2 Changes in version 9 of the certification criteria

Previously there were three separate documents with criteria for residential Passive House buildings, non-residential Passive House buildings and for EnerPHit retrofits. These have now been combined in one document and supplemented with the criteria for the new PHI Low Energy Building Standard. There are no longer any separate documents for residential and non-residential buildings.

The criteria were extended with regard to the following aspects:

- A new evaluation procedure based on Primary Energy Renewable (PER) which was recently developed by the Passive House Institute has been integrated. For the Passive House or EnerPHit Standard, one of the three classes Classic, Plus and Premium can now be achieved depending on the PER demand and the renewable energy generated. The requirement for the PER demand replaces the previous requirement for the non-renewable primary energy demand (PE); however, the old method based on PE may continue to be used in parallel during a transitional phase (only for the Classic and PHI Low Energy Building categories).
- The EnerPHit criteria for modernisation of existing buildings using Passive House components were previously only valid for the cool, temperate climate. They are now applicable worldwide. The requirements conform to classification in seven climate zones.
- The previous restriction to a cool, temperate climate ceases to apply also in the case of non-residential Passive House buildings.
- Pre-certification of stepwise retrofits to EnerPHit (or Passive House) standard based on an EnerPHit Retrofit Plan is now possible after completion of the first retrofit step (section 3.3)

Additionally, the criteria have been completely revised and restructured with the purpose of making them clearer and more comprehensible. The previous external document relating to the so-called "soft criteria" no longer applies. These criteria have been more precisely defined and integrated into the actual criteria.

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1.3 Coming into effect

This update of the criteria comes into effect with the release of version 9 of the Passive House Planning Package (PHPP). English PHPP 9 has been released on October 1st 2015. As other language versions of PHPP 9 are released subsequently, this new version of the criteria comes into effect later for users of these versions.

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2 Criteria

2.1 Passive House Standard

Passive Houses are characterised by an especially high level of thermal comfort with minimum energy consumption. In general, the Passive House Standard provides excellent cost-effectiveness particularly in the case of new builds. The categories Passive House Classic, Plus or Premium can be achieved depending on the renewable primary energy (PER) demand and generation of renewable energy.

Table 1 Passive House Criteria

			Criteria[1]			Alternative Criteria[2]
Heating						
Heating demand	[kWh/(m²a)]	≤	15			-
Heating load[3]	[W/m²]	≤	-			10
Cooling						
Cooling + dehumidification demand	[kWh/(m²a)]	≤	15 + dehumidification contribution[4]			variable limit value[5]
Cooling load[6]	[W/m²]	≤	-			10
Airtightness						
Pressurization test result n_{50}	[1/h]	≤	0.6			
Renewable Primary Energy (PER)[7]			Classic	Plus	Premium	
PER demand[8]	[kWh/(m²a)]	≤	60	45	30	±15 kWh/(m²a) deviation from criteria...
Renewable energy generation[9] (with reference to projected building footprint)	[kWh/(m²a)]	≥	-	60	120	...with compensation of the above deviation by different amount of generation

[1] The criteria and alternative criteria apply for all climates worldwide. The reference area for all limit values is the treated floor area (TFA) calculated according to the latest version of the PHPP Manual (exceptions: generation of renewable energy with reference to projected building footprint and airtightness with reference to the net air volume).

[2] Two alternative criteria which are enclosed by a double line together may replace both of the adjacent criteria on the left which are also enclosed by a double line.

[3] The steady-state heating load calculated in the PHPP is applicable. Loads for heating up after temperature setbacks are not taken into account.

[4] Variable limit value for the dehumidification fraction subject to climate data, necessary air change rate and internal moisture loads (calculation in the PHPP).

[5] Variable limit value for cooling and dehumidification demand subject to climate data, necessary air change rate and internal heat and moisture loads (calculation in the PHPP).

[6] The steady-state cooling load calculated in the PHPP is applicable. In the case of internal heat gains greater than 2.1 W/m² the limit value will increase by the difference between the actual internal heat gains and 2.1 W/m².

[7] The requirements for the PER demand and generation of renewable energy were first introduced in 2015. As an alternative to these two criteria, evidence for the Passive House Classic Standard can continue to be provided in a transitional phase by proving compliance with the previous requirement for the non-renewable primary energy demand (PE) of $Q_P \leq 120$ kWh/(m²a). The desired verification method can be selected in the PHPP worksheet "Verification". The primary energy factor profile 1 in the PHPP should be used by default unless PHI has specified other national values.

[8] Energy for heating, cooling, dehumidification, DHW, lighting, auxiliary electricity and electrical appliances is included. The limit value applies for residential buildings and typical educational and administrative buildings. In case of uses deviating from these, if an extremely high electricity demand occurs then the limit value can also be exceeded after consultation with the Passive House Institute. Evidence of efficient use of electrical energy for all significant devices and systems is necessary for this with the exception of existing devices which have already been owned by the user previously and for which an improvement of the electrical efficiency by means of upgrading or renewal would prove uneconomical over the lifecycle.

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[9] Renewable energy generation plants which are not spatially connected to the building may also be taken into account (except for biomass use, waste-to-energy plants, and geothermal energy): only new systems may be included (i.e. systems which did not start operation before the beginning of construction of the building) which are owned by the building owner or the (long-term) users (first-time acquisition).

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2.2 EnerPHit Standard

The Passive House Standard often cannot be feasibly achieved in older buildings due to various difficulties. Refurbishment to the EnerPHit Standard using Passive House components for all relevant structural elements in such buildings leads to extensive improvements with respect to thermal comfort, structural integrity, cost-effectiveness and energy requirements.

The EnerPHit-Standard can be achieved through compliance with the criteria of the component method (Table 2) or alternatively through compliance with the criteria of the energy demand method (Table 3). Only the criteria of one of these methods must be met. The climate zone to be used for the building's location is automatically determined on the basis of the chosen climate data set in the Passive House Planning Package (PHPP).

As a rule, the criteria mentioned in Table 2 correspond with the criteria for certified Passive House components[1]. The criteria must be complied with at least as an average value[2] for the entire building. A higher value is permissible in certain areas as long as this is compensated for by means of better thermal protection in other areas.

In addition to the criteria in Table 2 or Table 3, the general criteria in Table 4 must always be met. The EnerPHit categories Classic, Plus or Premium may be achieved depending on the renewable primary energy (PER) demand and generation of renewable energy.

[1] The criteria for certified Passive House components and data sheets for all certified components can be found on the Passive House Institute website (www.passivehouse.com).
[2] Note: When calculating average U values for insulated building components, the area weighted mean of the U-value, not the average insulation thickness, applies. Thermal bridges must only be taken into account during the calculation of the average value if they are part of the standard structure of the building component (e.g. wall ties). For multiple ventilation systems, the average value weighted by volumetric flow applies.

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Table 2 EnerPHit criteria for the building component method

Climate zone according to PHPP	Opaque envelope[1] against...				Windows (including exterior doors)					Ventilation	
	...ground	...ambient air			Overall[4]			Glazing[5]	Solar load[6]		
	Insulation	Exterior insulation	Interior insulation[2]	Exterior paint[3]	Max. heat transfer coefficient ($U_{D/W,installed}$)			Solar heat gain coefficient (g-value)	Max. specific solar load during cooling period	Min. heat recovery rate[7]	Min. humidity recovery rate[8]
	Max. heat transfer coefficient (U-value)			Cool colours							
	[W/(m²K)]			-	[W/(m²K)]			-	[kWh/m²a]	%	
Cold	Determined in PHPP from project specific heating and cooling degree days against ground.	0.12	0.30	-	0.65	0.70	0.80	$U_g - g \cdot 1.0 \leq 0$	100	80%	-
Cool-temperate		0.15	0.35	-	0.85	1.00	1.10	$U_g - g \cdot 1.6 \leq 0$		75%	-
Warm-temperate		0.30	0.60	-	1.00	1.10	1.20	$U_g - g \cdot 2.5 \leq 1$		70%	-
Warm		0.50	0.75	-	1.25	1.30	1.40	-		-	-
Hot		[illegible]	[illegible]	Yes	[illegible]	[illegible]	[illegible]	-			[illegible]
Very hot		0.25	0.45	Yes	1.05	1.10	1.20	-		-	60 % (humid climate)

[1] Opaque building envelope

If the heat transfer resistance (R-value) of existing building components is taken into account for the improvement of the heat transfer coefficients (U-value) of modernised building components, this must be demonstrated in accordance with the accepted technical standards. It is sufficient to adopt a conservative approximation of the thermal conductivity of the present building materials from suitable reference charts. If building component assemblies of existing buildings are not clearly identifiable, standardised estimates according to the year of construction as taken from appropriate component catalogues (e.g. "EnerPHit-Planerhandbuch", PHI 2012, only available in German) can be used as long as these are comparable with the component at hand.

In refurbishments of existing buildings, it is not always possible to achieve absence of thermal bridges with justifiable effort as is necessary for Passive House new builds. Nevertheless, thermal bridge effects must always be avoided or minimised as much as possible while ensuring cost-effectiveness. Thermal bridges that are part of the construction system, e.g. wall ties, must be taken into account in the evaluation of the heat transfer coefficient of this construction.

[2] Interior insulation

An important reason for the lower requirements for interior insulation (compared with exterior insulation) is that it reduces the useable area, therefore in principle only exterior walls are regarded as having interior insulation (if applicable), but roofs, basement ceilings and floor slabs are not.

[3] Exterior colour

Cool colours: colours which have a low absorption coefficient in the infrared part of the solar spectrum.

This criterion is defined by the solar reflectance index (SRI) which is calculated from the absorptivity and emissivity in the PHPP in accordance with the international standard ASTM E1980-11.

Flat roofs (inclination ≤ 10°): SRI ≥ 90

Sloped roofs and walls (inclination > 10° and < 120°): SRI ≥ 50

Measured values of areas exposed to weathering for at least 3 years must be used. If measured values are only available for the new state then the absorptivity should be converted using the auxiliary calculation in the PHPP worksheet "Areas" provided for this purpose. For simplification, the emissivity can be kept as it is.

In the following cases, this criterion does not have to be met:

"greened" surfaces; areas which are covered with rear ventilated solar collectors or photovoltaic panels (including the distance required between the panels); penetrations in building components and the associated equipment; accessible (roof) terraces or paths; areas that are strongly shaded or do not face the sun.

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Other measures can also be undertaken as an alternative to the use of cool colours (e.g. increasing the insulation thickness beyond the applicable criterion for the building component), if this does not increase the overall cooling demand compared with the use of cool colours.

[4] Windows, overall

The illustrations show the respective inclination of the installed window. In each case the criterion for inclination of components will apply which most closely approximates the actual inclination of the window. There will be no interpolation between two criteria. However, since the glazing U-value changes with the inclination due to physical processes, the glazing U-value U_g corresponding to the actual inclination must be set for the window itself.

In the case of small windows above an average frame length to window area ratio of 3 m/m² the limit value mentioned in the table is steadily increased. The limit value to be applied is automatically calculated and shown in the PHPP worksheet "Verification" in accordance with the following formula:

Addition to the limit value [W/m²K]: (l/A-3)/20

l: length of window frame

A: window area

[5] Glazing

The limit value only applies for actively heated buildings with a heating demand above 15 kWh/(m²a).

[6] Solar load

The limit value only applies for actively cooled buildings with a sensible cooling demand above 15 kWh/(m²a). It refers to the solar radiation entering the building per m² of glazing area after taking into account all reduction factors due to shading etc., and must be complied with for the average value of all identically aligned windows. If the limit value is exceeded, then suitable measures must be undertaken to reduce the solar load to the point where the limit value can be complied with again. These include movable shading elements, shading overhangs and anti-sun glazing (latter only in pure cooling climates).

[7] Ventilation, minimum heat recovery efficiency

The heat recovery criterion must be complied with beyond the criteria for "Certified Passive House Components" for the entire ventilation system, i.e. also including the heat losses of the warm ventilation ducts located in the cold area and of the cold ducts located in the warm area.

[8] Minimum moisture recovery efficiency A "humid climate" prevails with dry degree hours for dehumidification ≥ 15 kKh (based on a dew-point temperature of 17 °C). This is automatically determined in the PHPP.

Table 3 EnerPHit criteria for the energy demand method (as an alternative to Table 2)

Climate zone according to PHPP	Heating	Cooling
	Max. heating demand	Max. cooling + dehumidification demand
	[kWh/(m²a)]	[kWh/(m²a)]
Arctic	35	equal to Passive House requirement
Cold	30	
Cool-temperate	25	
Warm-temperate	20	
Warm	15	
Very hot	-	

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Table 4 General EnerPHit criteria (always applicable, irrespective of the chosen method)

			Criteria[1]			Alternative Criteria[2]
Airtightness						
Pressurization test result n_{50}	[1/h]	≤	1.0			
Renewable Primary Energy (PER)[3]			Classic	Plus	Premium	
PER demand[4]	[kWh/(m²a)]	≤	$60 + (Q_H - Q_{H,PH}) \cdot f_{ØPER,H} + (Q_C - Q_{C,PH}) \cdot 1/2$	$45 + (Q_H - Q_{H,PH}) + (Q_C - Q_{C,PH}) \cdot 1/2$	$30 + (Q_H - Q_{H,PH}) + (Q_C - Q_{C,PH}) \cdot 1/2$	±15 kWh/(m²a) deviation from criteria...
Renewable energy generation[5] (with reference to projected building footprint)	[kWh/(m²a)]	≥	-	60	120	...with compensation of the above deviation by different amount of generation

[1] Criteria and alternative criteria apply for all climate zones worldwide. The reference area for all limit values is the treated floor area (TFA) calculated according to the latest version of the PHPP Manual (exceptions: generation of renewable energy with reference to projected building footprint and airtightness with reference to the net air volume).

[2] Two alternative criteria which are enclosed by a double line together may replace both of the adjacent criteria on the left which are also enclosed by a double line.

[3] The requirements for the PER demand and generation of renewable energy were first introduced in 2015. As an alternative to these two criteria evidence for the Passive House Classic Standard can continue to be provided in a transitional phase by proving compliance with the previous requirement for the non-renewable primary energy demand:
$Q_P \leq 120$ kWh/(m²a) + (Q_H - 15 kWh/(m²a)) • 1.2 + Q_C - $Q_{C,\text{Passive House criterion}}$
In the above mentioned formula if the terms "(Q_H - 15 kWh/(m²a))" and " Q_C - $Q_{C,\text{Passive House criterion}}$" are smaller than zero, then zero will be adopted as the value.
The desired verification method can be selected in the PHPP worksheet "Verification". The primary energy factor profile 1 in the PHPP should be used by default unless PHI has specified other national values.

[4] Energy for heating, cooling, dehumidification, DHW, lighting, auxiliary electricity and electrical appliances is included. The limit value applies for residential buildings and typical educational and administrative buildings. In case of uses deviating from these, if an extremely high electricity demand occurs then the limit value can also be exceeded after consultation with the Passive House Institute. For this, evidence of efficient use of electrical energy is necessary, with the exception of existing electricity uses for which an improvement of the electrical efficiency by means of upgrading or renewal would prove uneconomical over the lifecycle.
Q_H: heating demand
$Q_{H,PH}$: Passive House criterion for the heating demand
$f_{ØPER,H}$: weighted mean of the PER factors of the heating system of the building
Q_C: cooling demand (incl. dehumidification)
$Q_{C,PH}$: Passive House criterion for the cooling demand
If the terms "(Q_H - $Q_{H,PH}$)" and "(Q_C - $Q_{C,PH}$)" are smaller than zero, zero will adopted as the value.

[5] Renewable energy generation plants which are not spatially connected to the building may also be taken into account (except for biomass use, waste-to-energy plants, and geothermal energy): only new systems may be included (i.e. systems which did not start operation before the beginning of construction of the building) which are owned by the building owner or the (long-term) users (first-time acquisition).

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Exemptions for EnerPHit

The limit values in Table 2 for the heat transfer coefficients of the exterior envelope building components may be exceeded if absolutely necessary based on one or more of the following compelling reasons:

- ☐ If required by the historical building preservation authorities
- ☐ If the cost-effectiveness of a required measure is no longer assured due to exceptional circumstances or additional requirements
- ☐ Due to legal requirements
- ☐ If implementation of the required standard of thermal insulation would result in unacceptable restriction of the use of the building or adjacent outer areas
- ☐ If special, additional requirements (e.g. fire safety) exist and there are no components available on the market that also comply with the EnerPHit criteria
- ☐ If the heat transfer coefficient (U-value) of windows is increased due to a high thermal transmittance (psi value) of the window installation offset to the insulation layer in a wall that has interior insulation
- ☐ If reliably damage-free construction is only possible with a smaller insulation thickness in the case of interior insulation
- ☐ If other compelling reasons relating to construction are present

If the thickness of the thermal insulation is restricted due to any of the reasons mentioned above, and an exemption is applicable, then the insulation thickness that is still possible must be implemented with a high-performance insulation material with a thermal conductivity $\lambda \leq 0.025$ W/(mK) if this can be implemented cost-effectively and in a damage-free way (in the case of interior insulation). In this case, the additional application of a surrounding insulation skirt should be considered in the case of floor slabs and basement ceilings. The measure should be implemented if this is economically viable.

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2.3 PHI Low Energy Building Standard

The PHI Low Energy Building Standard is suitable for buildings which do not fully comply with Passive House criteria for various reasons.

Table 5 PHI Low Energy Building criteria

			Criteria[1]	Alternative Criteria[2]
Heating				
Heating demand	[kWh/(m²a)]	≤	30	
Cooling				
Cooling + dehumidification demand	[kWh/(m²a)]	≤	Passive House requirement[3] + 15	
Airtightness				
Pressurization test result n_{50}	[1/h]	≤	1.0	
Renewable Primary Energy (PER)[4]				
PER demand[5]	[kWh/(m²a)]	≤	75	Exceeding the criteria up to +15 kWh/(m²a) is permitted...
Renewable energy generation[6] (with reference to projected building footprint)	[kWh/(m²a)]	≥	-	...with compensation of the above deviation by additional generation

[1] Criteria and alternative criteria apply for all climate zones worldwide. The reference area for all limit values is the treated floor area (TFA) calculated according to the latest version of the PHPP Manual (exceptions: generation of renewable energy with reference to projected building footprint and airtightness with reference to the net air volume).

[2] Two alternative criteria which are enclosed by a double line together may replace both of the adjacent criteria on the left which are also enclosed by a double line.

[3] The basis is the maximum of the two alternative Passive House criteria for the cooling demand. The Passive House criterion for the cooling load does not apply. The criterion applicable for the respective building is automatically calculated in the PHPP and displayed in the worksheet "Verification".

[4] The requirements for the PER demand and generation of renewable energy were first introduced in 2015. As an alternative to these two criteria, evidence for the PHI Low Energy Building Standard can be provided in a transitional phase by proving compliance with the requirement for the non-renewable primary energy demand (PE) of $Q_P \leq 120$ kWh/(m²a). The desired verification method can be selected in the PHPP worksheet "Verification". The primary energy factor profile 1 in the PHPP should be used by default unless the PHI has specified other national values.

[5] Energy for heating, cooling, dehumidification, DHW, lighting, auxiliary electricity and electrical appliances is included. The limit value applies for residential buildings and typical educational and administrative buildings. In case of uses deviating from these, if an extremely high electricity demand occurs then the limit value can also be exceeded after consultation with the Passive House Institute. Evidence of efficient use of electrical energy for all relevant devices and systems is necessary for this with the exception of existing devices which have already been owned by the user previously and for which an improvement of the electrical efficiency by means of upgrading or renewal would prove uneconomical over the lifecycle.

[6] Renewable energy generation plants which are not spatially connected to the building may also be taken into account (except for biomass use, waste-to-energy plants, and geothermal energy): only new systems may be included (i.e. systems which did not start operation before the beginning of construction of the building) which are owned by the building owner or the (long-term) users (first-time acquisition).

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2.4 General minimum criteria for all Standards

Besides a high level of energy efficiency, Passive House buildings and buildings refurbished to the EnerPHit Standard offer an optimum standard of thermal comfort and a high degree of user satisfaction as well as protection against condensate related damage. In order to guarantee this, the minimum criteria mentioned below must also be complied with in addition to the criteria in Sections 2.1 to 2.3. With the exception of thermal comfort, these requirements also apply for PHI Low Energy Buildings.

2.4.1 Frequency of overheating

Percentage of hours in a given year with indoor temperatures above 25 °C

- ☐ without active cooling: ≤ 10 %
- ☐ with active cooling: cooling system must be adequately dimensioned

2.4.2 Frequency of excessively high humidity

Percentage of hours in a given year with absolute indoor air humidity levels above 12 g/kg

- ☐ without active cooling: ≤ 20 %
- ☐ with active cooling: ≤ 10 %

2.4.3 Minimum thermal protection

In general, the minimum level of thermal protection is already covered by the much more stringent criteria mentioned in Sections 2.1 to 2.3. The following minimum criteria therefore do not need to be considered separately, if typical Passive House Components are used. If a construction component fails to achieve the thermal comfort requirements in individual cases, a red warning symbol appears next to it in the PHPP (there is no such warning for the moisture protection requirement in PHPP).

The criteria for the minimum level of thermal protection are always applicable irrespective of the energy standard and must be complied with even if EnerPHit exemptions are used. They apply for each individual building component on its own (e.g. wall build-up, window, connection detail). Averaging of several different building components as evidence of compliance with the criteria is not permissible. As opposed to this the thermal comfort criteria do not apply for PHI Low Energy Buildings. The moisture protection requirements, however, also apply to this standard.

Thermal comfort

For the **arctic to warm-temperate climate zones** interior surface temperatures of the standard cross-sections of walls and ceilings as well as the average interior surface temperatures of windows may not be more than 4.2 K below the operative indoor temperature. The temperature of the floor surface may not fall below 19 °C. The requirements will be checked in the PHPP with an indoor temperature of 22 °C and a minimum outdoor temperature taken from the climate data set for the building's location. For building components in contact with the basement or ground the requirement for the U-value will be divided by the reduction factor f_T ("ground reduction factor" in the PHPP sheet "Ground"). For small windows the requirement will be mitigated by an addition to the limit value depending on the window size.

In the **warm to very hot climate zones** the U-values of ceiling components may not be higher than the EnerPHit component requirements for windows of the same inclination. There are no thermal comfort requirements for walls and floors in these climate zones.

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The following exemptions from the thermal comfort requirements apply in addition:

- ☐ The requirements do not apply for areas which are not adjacent to rooms with prolonged occupancy or for separate isolated areas which are smaller than 1 m².
- ☐ For windows and doors, exceeding the limit value is permissible if low temperatures arising on the inside are compensated by means of heating surfaces or if, for other reasons, there are no concerns relating to thermal comfort.
- ☐ The requirements for warm to very hot climates will not apply if the building component is shaded on the outside to a large extent.
- ☐ Alternatively, the criteria for thermal comfort will be deemed to have been fulfilled if evidence of the comfort conditions is provided in accordance with DIN EN ISO 7730.

Moisture protection

Besides the requirement for the temperature of the building component's interior surface ($f_{Rsi=0,25\ m^2K/W}$) mentioned in Table 6, all standard cross-sections and connection details must also be planned and executed so that excessive moisture build-up in the building component can be ruled out with the intended building use.

Table 6 Criteria for moisture protection

Climate zone	Min. temperature factor $f_{Rsi=0.25\ m^2K/W}$ []
Arctic	0.80
Cold	0.75
Cool-temperate	0.70
Warm-temperate	[illegible]
Warm	0.55
[illegible]	[illegible]
Very hot	[illegible]

2.4.4 Occupant Satisfaction

Exemptions to the below requirements are possible in justified cases as long as there is no significant likelihood of occupant satisfaction being impaired.

- ☐ All rooms with prolonged occupancy must have at least one operable window.
- ☐ It must be possible for the user to operate the lighting and temporary shading elements. Priority must be given to user-operated control over any automatic regulation.
- ☐ In case of active heating and/or cooling, it must be possible for users to regulate the interior temperature for each utilisation unit.
- ☐ The heating or air-conditioning technology must be suitably dimensioned in order to ensure the specified temperatures for heating or cooling under all expected conditions.

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- ☐ Ventilation system:
  - ☐ Controllability
    The ventilation volume flow rate must be adjustable for the actual demand. In residential buildings the volume flow rate must be user-adjustable for each accommodation unit (three settings are recommended: standard volume flow / standard volume flow +30 % / standard volume flow -30 %).
  - ☐ Ventilation in all rooms
    All rooms within the thermal building envelope must be directly or indirectly (transferred air) ventilated with a sufficient volume flow rate. This also applies for rooms which are not continuously used by persons provided that the mechanical ventilation of these rooms does not involve disproportionately high expenditure.
  - ☐ Excessively low relative indoor air humidity
    If a relative indoor air humidity lower than 30 % is shown in the PHPP for one or several months, effective countermeasures should be undertaken (e.g. moisture recovery, air humidifiers, automatic demand-based (zone) control, extended cascade ventilation, or monitoring of the actual relative air humidity with the option of subsequent measures).
  - ☐ Sound level
    The ventilation system must not generate noise in rooms with prolonged occupancy. Recommended values for the sound level are
    - ☐ ≤ 25 db(A): supply air rooms in residential buildings, and bedrooms and recreational rooms in non-residential buildings
    - ☐ ≤ 30 db(A): rooms in non-residential buildings (except for bedrooms and relaxation rooms) and extract air rooms in residential buildings
  - ☐ Draughts
    The ventilation system must not cause uncomfortable draughts.

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2.5 Boundary conditions for the PHPP calculation

When verifying the criteria using the Passive House Planning Package (PHPP), the following boundary conditions must be fulfilled:

- ☐ Zoning
  The entire insulated and airtight building envelope must be taken into account for calculation of the specific values e.g. a row of terraced houses, an apartment block or an office building with several thermally connected units. An overall calculation can be used to provide evidence of this. If all zones have the same set temperature, then a weighted average based on the TFA from individual PHPP calculations of several sub-zones may be used. Combination of thermally separated buildings is not permissible. Buildings which are adjacent to other buildings (e.g. continuous perimeter block development, terraced houses, extensions of existing buildings) must include at least one exterior wall, a roof area and a floor slab and/or basement ceiling to be eligible for separate certification. It is not permitted to excluded parts of a building (e.g. one or several storeys, or parts of storeys) from the energy balance.

- ☐ Internal heat gains
  The PHPP contains standard values for internal heat gains in a range of utilisation types. These are to be used unless PHI has specified other values (e.g. national values). The use of the individually calculated internal heat gains in PHPP is only permitted if it can be shown that actual utilisation will and must differ considerably from the utilisation on which the standard values are based.

- ☐ Internal moisture gains
  Average value over all annual hours (also outside of the usage period):
  residential building: 100 g/(person*h)
  non-residential building without significant moisture sources beyond moisture released by persons (e.g. office, educational buildings etc.): 10 g/(Person*h)
  non-residential building with significant moisture sources beyond moisture released by persons: plausibly substantiated estimation based on the anticipated utilisation.

- ☐ Occupancy rates
  Residential buildings: standard occupancy rate in the PHPP; if the expected number of persons is significantly higher than the standard occupancy rate, then it is recommended that the higher value should be used.
  Non-residential buildings: Occupancy rates and periods of occupancy must be determined on a project-specific basis and coordinated with the utilisation profile.

- ☐ Indoor design temperature
  Heating, residential buildings: 20 °C without night setback, non-residential buildings: standard indoor temperatures based on EN 12831 apply. For unspecified uses or deviating requirements, the indoor temperature is to be determined on a project-specific basis. For intermittent heating (night setback), the indoor design temperature may be decreased upon verification.
  Cooling and dehumidification: 25 °C and 12 g/kg absolute indoor air humidity

- ☐ Climate data
  Climate data sets (with a seven-digit ID number) approved by the Passive House Institute should be used. The selected data set must be representative for the climate of the building's

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location. If an approved data set is not yet available for the location of the building, then a new data set can be requested from an accredited Passive House Building Certifier.

- Average ventilation volumetric flow
  Residential buildings: 20-30 m³/h per person in the household, but at least a 0.30-fold air change with reference to the treated floor area multiplied by 2.5 m room height.
  Non-residential buildings: The average ventilation volumetric flow must be determined for the specific project based on a fresh air demand of 15-30 m³/h per person (higher volumetric flows are permitted in the case of use for sports etc. and if required by the applicable mandatory requirements relating to labour laws). The different operation settings and times of the ventilation system must be considered. Operating times for pre-ventilation and post-ventilation should be taken into account when switching off the ventilation system. For residential and non-residential buildings, the mass flows used must correspond with the actual adjusted values.

- Domestic hot water demand
  Residential buildings: 25 litres of 60 °C water per person per day unless PHI has specified other national values.
  Non-residential buildings: the domestic hot water demand in litres of 60 °C water per person per day must be separately determined for each specific project.

- Balance boundary for electricity demand
  All electricity uses that are within the thermal building envelope are taken into account in the energy balance. Electricity uses near the building or on the premises that are outside of the thermal envelope are generally not taken into account. By way of exception, the following electricity uses are taken into account even if they are outside of the thermal envelope:

  - Electricity for the generation and distribution of heating, domestic hot water and cooling as well as for ventilation, provided that this supplies building parts situated within the thermal envelope.
  - Elevators and escalators which are situated outside provided that these overcome the distance in height caused by the building and serve as access to the building
  - Computers and communication technology (server including UPS, telephone system etc.) including the cooling necessary for these, to the extent they are used by the building's occupants.
  - Household appliances such as washing machines, dryers, refrigerators , freezers if used by the building's occupants themselves
  - Intentional illumination of the interior by externally situated light sources.

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3 Technical regulations for building certification

3.1 Testing procedure

Passive House buildings and buildings refurbished to the EnerPHit Standard are buildings in which comfortable indoor conditions can be achieved throughout the year with extremely low energy input. They must meet very stringent requirements regarding their design, planning and execution.

Subject to a thorough quality check, buildings can be certified in accordance with the criteria for the respective energy standard as mentioned in Section 2. If the technical accuracy of the required documentation for the tested building is confirmed in accordance with Section 3.2. and the criteria in Section 2 are fulfilled, the respective applicable seal will be issued.

Passive House seal

EnerPHit seal

EnerPHit^{+i} seal (for buildings with mostly interior insulation)

PHI Low Energy Building seal

EnerPHit certification is only possible for buildings for which modernisation to the Passive House Standard for new builds would be uneconomical or impossible in practical terms due to the existing building characteristics or building substance. In principle, an EnerPHit certificate cannot be issued for new builds. If more than 25 % of the opaque exterior wall area of an EnerPHit retrofit has interior insulation, then the designation EnerPHit^{+i} ("+I" in superscript form) is used[3].

For building certification, the current certification criteria and technical regulations for building certification (i.e. this document; current version always available at www.passivehouse.com) apply and take precedence over the calculation methodology described in the PHPP User Manual and the PHPP software, which shall apply subordinately. PHI reserves the right to adapt criteria and calculation procedures to reflect technical advances and developments. An informal application for the certificate can be made with the chosen Passive House Institute accredited Building Certifier. The required documents according to Section 3.2 must be submitted in full to the certifier. The

[3] Does not apply in warm, hot and extremely hot climate zones.

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certification documents must be checked at least once. Depending on the procedure, further checks may also be arranged.

Note: if possible, checking the relevant documents should be carried out during the planning stage so that any necessary corrections or suggestions for improvement can be taken into account in the implementation. In the absence of experience with Passive House construction, at least one consultation prior to planning and if applicable, also a consultation during the project is advised.

After the assessment, the client will receive results with corrected calculations and suggestions for improvement, if applicable. Inspection of construction work is not automatically covered by the certification. Additional quality assurance of the construction work by the certifying body is particularly useful if the construction management has no previous experience with the construction of Passive House buildings or with EnerPHit retrofits.

The awarding of the certificate only determines the correctness of the documents submitted according to the technological development relating to the standards as defined in Section 2 at the time of certification. The assessment relates neither to the supervision of the construction works, nor to monitoring of the user behaviour. The liability for the planning remains with the responsible planners and all liability for the implementation lies with the construction management.

In individual cases, it is possible that although a building meets the criteria in full, it may have serious deficiencies in other areas which greatly restrict its usability, safety or user satisfaction. If the certifier becomes aware of any such defects then it is at the certifier's discretion to retain the certificate until it can be proven that these defects have been sufficiently rectified.

The Certified Passive House, EnerPHit and PHI Low Energy Building seals may only be used with the associate certified building. The certificate is valid for the construction implementation and building use documented in the booklet accompanying the certificate. The energy-relevant characteristic values of the building may be changed due to any extensive conversions or change of use that may take place in the future, in which case the certificate will become invalid.

The documents submitted for certification may be used by the Passive House Institute for anonymised scientific evaluations and statistics.

3.2 Documents to be submitted

The use of components[4] certified by the Passive House Institute is advised because all necessary parameters have been reliably tested and are available and as a rule can be used for building certification without the need for any further verification. The applicant is liable to provide evidence of the characteristic values of products which have not been certified by the Passive House Institute.

[4] Data sheets for certified components can be found at www.passivehouse.com

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3.2.1 Passive House Planning Package (PHPP)

Compliance with the criteria must be verified using the latest version of the PHPP. However, transfer of data to a newer PHPP version published when the project is already under way is not necessary. The PHPP calculation should be submitted as an Excel file with at least the following calculations:

Worksheet

- ☐ Property data, summary of results ..... **Verification**
- ☐ Selection of the climatic data set ..... **Climate**
- ☐ Calculation of U-values of regular building components ..... **U-values**
- ☐ Summary of areas with allocation of radiation balance data, thermal bridges ..... **Areas**
- ☐ Calculation of reduction factors against ground, if used ..... **Ground**
- ☐ Building component database ..... **Components**
- ☐ Determination of the U_W values ..... **Windows**
- ☐ Determination of shading coefficients ..... **Shading**
- ☐ Air quantities, heat recovery efficiency, input of pressure test results ..... **Ventilation**
- ☐ Dimensioning of ventilation systems with several ventilation units (if used) ..... **Additional vent**
- ☐ Calculation of the heating demand using monthly method based on EN 13790 (if heating used) **Heating**
- ☐ Calculation of the heating load of the building [5] (if heating used) ..... **Heating Load**
- ☐ Determination of summer ventilation ..... **SummVent**
- ☐ Assessment of summer climate [5] ..... **Summer**
- ☐ Specific useful cooling demand (if active cooling is used) ..... **Cooling**
- ☐ Latent cooling demand (if active cooling is used) ..... **Cooling Units**
- ☐ Calculation of the cooling load of the building[5] (if active cooling is used) ..... **Cooling Load**
- ☐ Heating distribution losses; DHW demand and distribution losses ..... **DHW+Distribution**
- ☐ Solar DHW provision (if solar heating system exists) ..... **SolarDHW**
- ☐ Photovoltaic electricity generation (if PV system is used) ..... **PV**
- ☐ Calculation of shared and domestic electricity demand (only for residential buildings) **Electricity**
- ☐ Utilisation profiles of non-residential buildings ..... **Use non-res**
- ☐ Electricity demand of non-residential buildings ..... **Electricity non-res**
- ☐ Calculation of the auxiliary electricity demand ..... **Aux Electricity**
- ☐ Calculation of internal heat gains (only for residential buildings) ..... **IHG**
- ☐ Calculation of internal heat gains (only for non-residential buildings) ..... **IHG non-res**
- ☐ PER and PE value ..... **PER**
- ☐ Annual utilisation factor for heat generators ..... **Compact, HP, HP Ground, Boiler or District Heating**

[5] The PHPP calculations for the heating load, summer ventilation and cooling load have been developed for buildings with homogeneous utilisation. More in-depth studies/other methods should be referred to for buildings with intermittent ventilation or heating/cooling operation and greatly fluctuating internal loads.

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3.2.2 Planning documents for architecture

- ☐ Site plan including the building's orientation, position and height of relevant shading elements (neighbouring buildings, prominent trees, possibly elevated terrain, etc.); photographs of the plot and surroundings. The shading situation must be clearly understandable.
- ☐ Implementation plans (floor plans, sections, elevations) with comprehensible dimensioning for all area calculations (room dimensions, envelope areas, rough window opening sizes).
- ☐ Comprehensible calculation of the treated floor area.
- ☐ Location plans of envelope areas which allow easy and clear allocation of the areas in the PHPP to the planning drawings. Alternatively, if an existing DesignPH file can fulfil this function, this may also be submitted.

3.2.3 Standard and connection details

- ☐ Location plans of thermal bridges (if present) for clear allocation of the entries in the PHPP.
- ☐ Detailed drawings of all building envelope connections, e.g. the exterior and interior walls at the basement ceiling or floor slab, exterior wall at the roof and ceiling, roof ridge, verge, attachment of balconies etc. The details should be given with dimensions and information about materials used and their conductivities. The airtight layer should be indicated and its execution at connection points should be described.
- ☐ Evidence regarding the thermal bridge loss coefficients based on EN ISO 10211 as used in the PHPP. Alternatively, comparable documented thermal bridges can be used (e.g. in certified Passive House/EnerPHit construction systems, PHI publications, thermal bridge catalogues).
- ☐ Manufacturer, type and technical data sheets, especially of insulation materials with very low conductivity (λ_R < 0.032 W/(mK)). Rated values of the thermal conductivity according to national standards or building authority approvals are permissible.
- ☐ Evidence regarding radiation properties of the building's exterior surface (only in hot and very hot climates); for roof products: measured values for absorptivity or reflectance and emissivity determined in accordance with ANSI/CRRC-1 (or comparable methods). For wall products: on account of poorer availability of data, no requirements currently apply for the source of the specific values. All values must be determined after a period of exposure to weathering of at least 3 years (or conversion from new condition values in the PHPP).
- ☐ Proof of protection against excessive moisture build-up (only in doubtful cases)

3.2.4 Windows and doors

- ☐ Location plans for windows and doors for clear allocation of the entries in the PHPP.
- ☐ Evidence of the window and door frames to be installed: manufacturer, type, U_f value, $\Psi_{Installation}$, $\Psi_{Glazing\ Edge}$, graphical representations of all planned installation situations in the exterior wall. The calculated values should be computed in accordance with EN ISO 10077-2.
- ☐ Evidence of the glazing to be fitted: manufacturer, type, build-up, U_g value according to EN 673 (mathematically computed, accuracy to two decimal places), g-value in accordance with EN 410, type of edge spacer.

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3.2.5 Ventilation

- ☐ Building services plans for ventilation: representation and dimensioning of ventilation units, volumetric flows (Final Protocol Worksheet for Ventilation Systems: "Design", see PHPP CD), sound protection, filters, supply and extract air valves, openings for transferred air, outdoor air intake and exhaust air outlet, dimensioning and insulation of ducts, subsoil heat exchanger (if used), regulation, etc.
- ☐ Information about the subsoil heat exchanger (if used): length, depth and type of installation, soil quality, size and tube material and verification of the heat recovery efficiency (e.g. with PHLuft[6]). For subsoil brine heat exchangers: regulation, temperature limits for winter/summer and verification of the heat transfer efficiency
- ☐ Evidence regarding heat recovery efficiency and electricity demand of the ventilation system in accordance with the Passive House Institute method (see www.passivehouse.com). In cooling climates heat dissipated by the fans reduces the efficiency of the heat recovery as it represents an additional heat load. However, for simplification the existing method of PHI is currently still used for proof of heat recovery efficiency also in cooling climates. Exhaust air systems without heat recovery (e.g. fume hoods and fume cabinets etc.) should be included. Different operation settings and operation times should be taken into account.
- ☐ Manufacturer, type, technical data sheets and verification of the electricity demand of all components of the ventilation system such as the heating coils, frost protection etc.
- ☐ HRV commissioning report: at minimum, the report must include the following: description of the property, location/address of the building, name and address of the tester, time of adjustment, ventilation system manufacturer and type of device, adjusted volume flow rates for standard operation, mass flow/volumetric flow balance for outdoor air and exhaust air (maximum imbalance of 10 %). A report should be provided regarding the adjustment of all supply air and extract air valves. If this is not possible in individual non-residential buildings for technical reasons, then at least the volume flow rates in the ventilation unit (outdoor air/exhaust air) and in the principal ducts of the ventilation system should be measured. Recommended: "Final Protocol Worksheet for Ventilation Systems", source PHPP CD or www.passivehouse.com.

3.2.6 Heating/cooling (if used), DHW and waste water

- ☐ Building services plans for heating/cooling (if used): DHW and waste water: representation of heat generators, heat storage, heat distribution (pipes, heating coils, heating surfaces, pumps, regulation), hot water distribution (circulation, single pipes, pumps, regulation), aerated drain pipes including their diameters and insulation thicknesses, representation and dimensioning of cooling and dehumidification systems.
- ☐ Short description of the planned building services supply systems, if necessary with schematic diagrams.
- ☐ Manufacturer, type, technical data sheets and verification of the electricity demand for heat generators for heating and hot water, heat storage, pumps, cooling of the building (if used), pressure increase, lift pumps etc.
- ☐ In buildings without active cooling: evidence regarding summer comfort. The PHPP procedure for determining overheating in summer only indicates the average value for the whole building;

[6] PHLuft: Programme facilitating planning of Passive House ventilation systems. Free download from www.passivehouse.com

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nevertheless, individual parts may become overheated. If this is suspected, a detailed analysis should be carried out (e.g. by means of a transient simulation).

3.2.7 Electrical devices and lighting

- ☐ Building services plans for electrical fittings: (in residential buildings only if planning or concept for efficient use of electricity exists, otherwise the standard values already entered in the PHPP will be used) representation and dimensioning of lighting (as well as concepts or simulations for the use of daylight, if applicable), elevators, kitchen equipment, computers, telecommunication systems and other specific uses of electricity (e.g. furnaces)
- ☐ Manufacturer, type, technical data sheets and verification of the electricity demand for all significant electricity uses such as elevators, lighting, security technology etc.

3.2.8 Renewable energy

- ☐ Solar thermal systems attached to the building: data sheets relating to the collectors and storage used, indicating the necessary input parameters. If the method implemented in the PHPP for assessing the solar fraction is not used, then additional evidence regarding the monthly contribution of the solar thermal system is required (e.g. simulation report).
- ☐ PV system attached to the building: data sheets of the collectors and inverters used, indicating the parameters necessary for input.
- ☐ Renewable energy generation plants which are not spatially connected to the building: Appropriate proof of ownership must be provided together with evidence of the forecasted yearly electricity production of the system (simulation) and if necessary, proof of the percentage of ownership of the system as a whole.

3.2.9 Airtightness of the building envelope

The airtightness measurement is carried out in accordance with EN 13829 (method A). Alternatively the measurement can be carried out in accordance with ISO 9972 (method 1). However, the net air volume in accordance with EN 13829 must be used for calculation of the n_{50} value in any case. A series of measurements is required for positive pressure AND negative pressure, in deviation from the standards. The pressure test should only be carried out for the heated building envelope. Porches, conservatories etc. that are not integrated into the thermal envelope of the building should not be included in the pressure test. It is recommended that the test be carried out when the airtight layer is still accessible so that needed repairs can be carried out more easily. The pressure test report should also document the calculation of the indoor air volume.

In principle, the pressure test should be carried out by an institution or person independent of the client or contractor. A pressure test that has been carried out by the client will only be accepted if the test result is signed by someone taking personal responsibility for the accuracy of the information provided.

Only for EnerPHit: for values between 0.6 h^{-1} and 1.0 h^{-1}, extensive leakage detection must be carried out within the framework of the pressurisation test, during which individual leakages which may cause structural damage or impair comfort are sealed. This must be confirmed in writing and signed by the person in charge in accordance with Section 3.2.10.

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3.2.10 Confirmation of detection and sealing of leaks (only for EnerPHit and pre-certification)

(complete retrofit EnerPHit projects: only required for a pressure test result of $0.6\ h^{-1} < n_{50} \leq 1.0\ h^{-1}$)

Standard text:

I hereby confirm that a search for leaks was carried out at negative pressure[7]. All rooms within the airtight building envelope were accessed for this purpose. All potential weak points were checked for leaks. This also applies in the case of areas which were difficult to access (e.g. large room heights). Any larger leaks that were found having a relevant share of the total leakage volumetric flow or affecting thermal comfort were sealed.

The following information is necessary:

- ☐ Name, address, company of the person signing
- ☐ Date and signature
- ☐ Description and address of the construction project
- ☐ Pressurisation test: date and name of the person carrying this out

3.2.11 Photographs

The progress of construction should be supported with photographs; it is not necessary to provide complete photographic documentation of all measures.

3.2.12 Exemptions (only for EnerPHit)

If applicable, necessary proof of the use of exemptions e.g. economic feasibility calculation (see 3.2.13), written confirmation by the historic building preservation authority, excerpts from laws and ordinances, extract of a plan are required.

Generally, in the event that a specific value that is required as standard is exceeded on the basis of an exemption, clear evidence should be provided that the prerequisites for the exemption exist by presenting the appropriate documents with the signature of the person in charge.

If a reduction of the heating demand or cooling demand is not achieved due to extremely extensive use of exemptions, it is at the discretion of the certifier to issue only written confirmation relating to the specific value achieved in place of an EnerPHit certification.

3.2.13 Economic feasibility calculation (only for EnerPHit)

If applicable, required as evidence for the use of an exemption (see Section 3.2.12).

[7] In individual cases, leakage detection at excess pressure may be admissible particularly in the case of an airtight layer on the outside. Leakage detection can take place in the context of a pressurisation test. Alternatively, the pressure difference can also be generated by simple fans or the ventilation system.

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Calculation of economic feasibility compared with a refurbishment without improvement of the energy efficiency, using the PHPP worksheet "Comparison". Use of the boundary conditions previously entered in the PHPP in case different national boundary conditions are not verified.

Alternatively: in agreement with the certifier, separate calculation using a dynamic valuation method (e.g. net present value method) over the lifecycle of the building component on the basis of all relevant costs minus the costs that are incurred anyway; more exact description e.g. in "Wirtschaftlichkeit von Wärmedämm-Maßnahmen im Gebäudebestand" ("Economic feasibility of thermal insulation measures in existing buildings 2005", in German), which can be downloaded from www.passivehouse.com.

3.2.14 Verification of general minimum requirements (according to Section 2.3)

- ☐ Protection against excessive moisture build-up
  If the certifier has concerns regarding physical damage to the building due to moisture, these should be resolved through evidence of moisture protection provided in accordance with accepted technical standards.
  For building components with interior insulation, evidence must be provided regarding careful detail planning, with which air flow behind the insulation layer can be safely and permanently prevented if the execution of these details is carried out in accordance with the planning.
  For interior insulation, evidence must also be provided regarding the moisture-related technical suitability of the components for the specific application. In case of doubt, proof of suitability with regard to moisture protection, must be provided by means of a corresponding expert's report (with legally effective acceptance of responsibility) which is based on accepted methods. This usually takes place through a hygrothermal simulation.
  As a rule, proof regarding the temperature factor f_{Rsi} or input of this value into the PHPP is not required for connection details in a quality typical for Passive Houses, but such proof may be requested by the certifier in case of uncertainty.

- ☐ Thermal comfort
  If components fail to meet the minimum requirements for thermal comfort mentioned in section 2.4.3, then evidence of the comfort conditions based on DIN EN ISO 7730 can be provided alternatively (does not apply for PHI Low Energy Buildings).
- ☐ Occupant satisfaction
  If use is made of any of the exemptions mentioned in Section 2.4.4, then evidence of the prerequisites for these must be provided.

3.2.15 Construction manager's declaration

Execution according to the reviewed project plan must be documented and confirmed with the construction manager's declaration. Any variation in construction should be mentioned; if any of the products used deviate from those included in the project plan, corresponding evidence must be provided.

In some circumstances it may be necessary to provide additional test reports or data sheets for the components used in the building. If values that are more favourable than those in the standard PHPP calculation procedure are to be used, these should be supported by evidence.

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3.3 Pre-certification for stepwise retrofit

If energy retrofits are carried out in several individual consecutive steps, then pre-certification of the building as an EnerPHit (or Passive House) project is possible. The preparation of a comprehensive EnerPHit Retrofit Plan (ERP) is a prerequisite for this. The pre-certificate provides building owners and planners the security that the standard being aimed for will actually be achieved after the completion of all steps. The procedure is described below.

*The **EnerPHit Retrofit Plan** (ERP) is a document for building owners. It includes a well-thought-out overall concept for stepwise retrofits. This takes into account important interrelations between different energy saving measures. Thus an optimal final result can securely be obtained over all steps with manageable effort. The ERP output file included on the PHPP CD creates the basic structure of the retrofit plan by import from a completed PHPP.*

3.3.1 Procedure for pre-certification

The pre-certification can take place as soon as the following prerequisites have been met:

- ☐ the ERP and all other necessary documents in accordance with Section 3.3.4 "Documents to be submitted for pre-certification" have been submitted to the certifier.
- ☐ the first modernisation step has been completed and meets the specifications in the ERP
- ☐ the energy demand has been reduced significantly compared to the initial state. This can be substantiated in one of the following ways:
  - ☐ at least 20 % reduction of renewable (PER) or non-renewable (PE) primary energy demand
  - ☐ at least 20 % or 40 kWh/(m²a) reduction of heating demand or sum of cooling and dehumidification demand. Only the one of the two types of room conditioning (heating or cooling + dehumidification) which had the higher useful energy demand in the initial state may be considered for this
  - ☐ at least one property unit has been almost entirely modernized in accordance with the ERP in a building with several owners
  - ☐ a new extension has been erected in accordance with the ERP
- ☐ leakage detection[8] has been carried out

Preferably, the required documents in Section 3.3.4 "Documents to be submitted for pre-certification" should already be submitted prior to the first modernisation measure so that any deviations from the criteria can be identified prior to implementation.

It is also recommended to submit the documentation of the respective measures for review for all subsequent steps prior to implementation of the retrofit measures. The certifier can then issue an updated version of the pre-certification after completion of the measure.

[8] Leakage detection is only required after measures which could affect airtightness of the building envelope. Leakage detection should take place at a time in the construction process when the affected building components are still easily accessible.

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An application can be made for an EnerPHit (or Passive House) certificate after completion of the last retrofit step. The necessary documents as mentioned in Section 3.2 should be submitted if these have not already been handed over for the preceding retrofit steps.

3.3.2 Retrofit sequences

Pre-certification may be applied for any variant of stepwise retrofit. This includes energy saving measures carried out at different points of time for...

- ☐ ...components (e.g. Step 1: wall insulation, Step 2: window replacement and ventilation system, Step 3: roof insulation and heating system etc.)
- ☐ ...building sections (e.g. single wings, apartments, new extensions or terraced houses)

3.3.3 Moisture protection: requirements for intermediate states

The risk of moisture-related structural damage may not increase, i.e. individual retrofit steps must not lead to a risk of damage, which did not exist or existed only to a lesser extent before the start of retrofit measures.

3.3.4 Documents to be submitted for pre-certification

- ☐ PDF of the completed EnerPHit Retrofit Plan (ERP) with which the standard being aimed for (EnerPHit / Passive House) can be achieved, including the following documents:
  - ☐ All relevant worksheets of the ERP Output File (Excel template is included in PHPP CD)
  - ☐ Attachment with
    - plans of the existing building
    - plans of the fully modernized building with schematic representation of the insulation layer and airtightness layer position in all components of the building envelope (floor plans, sections and (if necessary) elevations, scale 1:50 to 1:100)
    - simplified plans of regular details and connection details of the building envelope for future steps with representation of the insulation layer and airtightness layer position (incl. representation of intermediate states)
- ☐ Completed Passive House Planning Package (PHPP) calculation as Excel file. Each individual retrofit step should be entered as a variant in the worksheet "Variants".
- ☐ All documents in accordance with Section 3.2 that are necessary for the energy efficiency measures already completed at the time of submission.
- ☐ Report of leakage detection at negative pressure (section 3.2.10) in the area of the modernised building component (only after the implementation of measures, which could affect airtightness of the building envelope).

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Exhibit J (to Amended Redevelopment Agreement)

Declaration of Covenants, Conditions and Restrictions Regarding Amended Redevelopment Agreement

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING AMENDED REDEVELOPMENT AGREEMENT

Record and Return to:
Joanne Vos, Esq.
Maraziti Falcon, LLP
150 John F. Kennedy Parkway
Short Hills, New Jersey 07078

Prepared by:

_____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS REGARDING AMENDED REDEVELOPMENT AGREEMENT
Block 100, Lot 10
In the
City of Hoboken (the "**Property**")

This Declaration of Covenants, Conditions and Restrictions Regarding Amended Redevelopment Agreement (this "**Declaration**") is made this _____ day of _____, 2016 by and between THE CITY OF HOBOKEN (the "**City**"), a public body corporate and politic of the State of New Jersey having its offices at 94 Washington Street, Hoboken, New Jersey 07030, acting pursuant to the provisions of Local Redevelopment and Housing Law;

and

1024 ADAMS HOBOKEN, LLC, a limited liability company having its principal place of business at c/o Bijou Properties, 1422 Grand Street, Unit 5, Hoboken, New Jersey 07030 (together with permitted successors or assigns as hereinafter provided, referred to as the "**Redeveloper**");

W I T N E S S E T H

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 rehabilitation; and

WHEREAS, the Governing Body duly adopted a resolution that identified and designated certain parcels of property within the City as areas "in need of redevelopment" in accordance with the Redevelopment Law (the "**Northwest Industrial Area**"); and

WHEREAS, on, May 20, 1998, the Governing Body, by Ordinance No. R-318, adopted the Redevelopment Plan for the Northwest Industrial Area, which included the Northwest Industrial Area; and

WHEREAS, in order to implement the development, financing, construction, operation and management of the Project, the Governing Body by duly adopted resolution authorized the execution of a Amended Redevelopment Agreement with the Redeveloper dated October 19, 2016 (the "**Amended Redevelopment Agreement**" or "the **Agreement**") in accordance with N.J.S.A. 40A:12A-8(f) of the Act; and

WHEREAS, N.J.S.A. 40A:12A-9(a) of the Act requires that all agreements, leases, deeds and other instruments between a municipality and a redeveloper shall contain a covenant running with the land requiring, among other things, that " . . . the owner shall construct only the uses established in the current redevelopment plan . . . "; and

WHEREAS, the Amended Redevelopment Agreement contains such a covenant by the Redeveloper and its successor or assigns for as long as the Amended Redevelopment Agreement remains in effect, as well as certain other covenants, as set forth in Section 4.1 of the Amended Redevelopment Agreement; and

WHEREAS, the Amended Redevelopment Agreement requires that such covenants be memorialized in a Declaration of Covenants, Conditions and Restrictions and said declaration be recorded in the office of the Hudson County Register.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Amended Redevelopment Agreement.

Section 2. Redeveloper covenants and agrees that:

1. **Completion of Project in Accordance with Agreement and Applicable Legal Requirements.** The Redeveloper shall use commercially reasonable efforts to complete the Project in accordance with the provisions of the Agreement and all applicable Legal Requirements, including, but not limited to, the Redevelopment Law, all Governmental Approvals and all applicable Environmental Laws, as those terms are defined herein. Such obligation shall include, but not be limited to, the Redeveloper using commercially reasonable efforts to ensure that: all consultants, professionals, employees, agents, and contractors engaged by the Redeveloper or any subcontractor of any of the Redeveloper's contractors possess the skill and judgment necessary to construct and implement the Project in accordance and compliance with the terms and conditions of the Agreement and the Redevelopment Plan, as may be amended; and, other than the Permitted Encumbrances, there are no encumbrances or restrictions upon the Property which would prohibit the Project from being completed in accordance and compliance with the terms and conditions of the Agreement and the Redevelopment Plan, as may be amended. All activities performed under the Agreement shall be performed in accordance with the high level of skill and care necessary so that the Project, upon completion, satisfies the design, materials and quality requirements of the Agreement and all applicable Governmental Approvals and Legal Requirements.

2. **Tasks by Redeveloper.** The Redeveloper shall undertake the following tasks for the completion and implementation of the Project with due diligence: (a) financing of

the Project; (b) development and construction of the Project; and (c) commencement of the construction and completion of the Project on or prior to the dates set forth in the Project Schedule, which the City has fixed as reasonable, except as otherwise provided in this Agreement.

3. **Modification of Project Description.** In the event the Redeveloper wishes to materially change or materially modify the Project Description, the Redeveloper shall obtain the City Council's written approval prior to any development or construction of any portion of the Project, including any element proposed to be modified, shall be by formal Resolution of the City Council.

4. **Utilization of Property as Collateral.** Prior to issuance of a Certificate of Completion by the City for the Project, the Redeveloper shall not utilize the Property or any portion thereof as collateral for any activity unrelated to this Project; provided that nothing herein shall be deemed to prevent Redeveloper from closing on its acquisition, construction and permanent mortgage financing.

5. **Utilization of Property to be Consistent with Redevelopment Plan.** The Redeveloper shall not utilize any portion of the Property in a manner that is not consistent with the Redevelopment Plan, as may be amended, and the Agreement.

6. **Prohibition of Discrimination.** The Redeveloper agrees for itself and for its successors and assigns that Redeveloper shall not discriminate against any person, or group of persons, on account of race, color, religious principles, creed, nationality, ancestry, familial status, disability, marital status, sex, affectional or sexual orientation or gender identity or expression in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of owners, tenants, lessees, subtenants, sublessees, or vendees within the Structure. This covenant shall expressly survive the issuance of a Certificate of Completion for the Property and shall run with the land in perpetuity.

7 **Purpose of the Redevelopment not for Speculation.** The Redeveloper covenants and acknowledges that its undertakings pursuant to the Agreement shall be for the purpose of the redevelopment of the Property and not for speculation in land holding.

8. **Prior Written Consent of City.** In addition to any other provisions herein requiring the Redeveloper to obtain prior written approval of the City, the Redeveloper shall not, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed: (a) effect or permit any change, directly or indirectly, in the majority ownership or control of the Redeveloper; or (b) assign or attempt to assign the Agreement or any rights herein or in the Project or any portion of the Property. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit, and the City's prior approval shall not be required for, Permitted Transfers, as that term is defined in the Agreement.

9. **Sale, Conveyance, or Transfer.** The Redeveloper further represents and

agrees for itself and its successors and assigns, that except as required to perform its obligations with respect to completing the Project or to operate and maintain any portion of the Project, or to perform any other obligation under the Agreement or any other purpose authorized by the Agreement, that the Redeveloper has not made or created, and that it will not make or create, prior to the issuance of the Certificate of Completion referenced herein, or suffer to be made or created, any sale, conveyance or transfer of the Property or any portion thereof, or the Agreement, without the prior written approval of the City, excluding Permitted Transfers, as that term is defined in the Agreement.

10. **Compliance with Pay-to-Play Ordinance.** The Redeveloper covenants that it shall not solicit or make any financial contribution in contravention of or otherwise prohibited by the City of Hoboken's Redevelopment Pay-to-Play Ordinance, as same is defined in the Amended Redevelopment Agreement.

Section 3. It is intended and agreed that, except as may be limited by the rights of Holder as provided in the Amended Redevelopment Agreement, the covenants and restrictions set forth in Section 2 of this Declaration shall run with the land and shall without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Amended Redevelopment Agreement and/or this Declaration, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any Person in possession or occupancy of the Property or any part thereof. The covenants and restrictions herein shall be binding on Redeveloper itself, each successor in interest to Redeveloper and each party in possession or occupancy, respectively, only for such period as Redeveloper or such successor or party shall be in possession or occupancy of the Property, the Project or any part thereof.

Section 4. In amplification, and not in restriction, of the provisions of Section 2 of this Declaration, it is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the covenants and restrictions set forth in the Amended Redevelopment Agreement and this Declaration, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such covenants and restrictions have been provided. Such covenants and restrictions shall run in favor of the City for the entire period during which such covenants and restrictions shall be in force and effect.

Section 5. Upon redevelopment of the Property and completion of the Project, the conditions determined to have existed at the time the area was determined to be in need of redevelopment shall be deemed to no longer exist and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations, the covenants contained herein shall automatically terminate and this Declaration will be discharged of record upon Redeveloper's receipt of a Certificate of Completion, *provided however*, that the covenant in Section 2.5 hereof (Prohibition of Discrimination) shall remain in effect without limitation as to time and shall run with the land in perpetuity.

Section 6. The Redeveloper agrees that it shall pay to the City the total sum of Forty Thousand Dollars ($40,000.00) ("**Affordable Housing Payment**") in full and final satisfaction of the Redeveloper's obligation to provide any on or off site affordable housing units, in order to provide a funding source to be utilized by the City to assist in achieving this goal. The Affordable Housing Payment shall be paid by the Redeveloper to the City in ten (10) equal payments of Four Thousand Dollars ($4,000.00) to be made within five (5) business days of the closing of title to each of the ten (10) units that shall comprise the Project.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Declaration of Covenants, Conditions and Restrictions Regarding Amended Redevelopment Agreement to be executed in their names by their duly authorized officials or managers, as the case may be, and their corporate seals to be hereunto affixed attested to by their duly authorized officers all as of the date first written above.

Attest:

_____

CITY OF HOBOKEN

By: _____
Dawn Zimmer, Mayor

Witness:

_____

1024 ADAMS HOBOKEN, LLC

By: _____
Name: David Gaber
Title: Authorized Signatory

Dated:_____

[Signature Page for Declaration of Covenants, Conditions and Restrictions]

State of New Jersey)
) ss:
County of Hudson)

Be it remembered, that on this ____ day of _____, 2016, before me the subscriber, personally appeared David Gaber, authorized signatory of **1024 Adams Hoboken, LLC**, the limited liability company named in and on whose behalf he executed the within instrument, and thereupon he acknowledged that he signed, sealed and delivered the same as the act and deed of the limited liability company for the uses and purposes therein expressed, that he was authorized by the limited liability company to execute the within instrument on behalf of the limited liability company.

_____

A Notary Public of _____
My Commission Expires: _____

STATE OF NEW JERSEY

ss:

COUNTY OF HUDSON

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

(a) this person is the Mayor of the City of Hoboken, named in this document;

(b) this document was signed and delivered by the City as its voluntary act duly authorized by a proper resolution of the City; and

(c) this person signed this proof to attest to the truth of these facts.

_____

Name:

Signed and sworn to before me

on _____, 2016

_____

Notary Public

Exhibit K (to Amended Redevelopment Agreement)

Insurance – Minimum Policy Limits/Requirements

Insurance Coverage	Limits
1. Workers Compensation	Statutory
2. Employer's Liability	Statutory or $1,000,000 by accident, $1,000,000 by disease, each employee, $1,000,000 by disease, all employees, whichever is greater.
3. Commercial General	$1,000,000 per any one occurrence for Bodily Injury and Property Damage, $2,000,000 annual Aggregate including Independent Contractors, Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury Liability. Where environmental exposures exist for the Contractors or Subcontractors or consultants of the Redeveloper, then the requirements in 8 or 9 below, as applicable, shall apply.
4. Comprehensive Automobile	$1,000,000 per any one occurrence for liability, including owned, hired and non-owned vehicles. Where environmental exposures exist for the Contractors or Subcontractors or consultants of the Redeveloper then they must evidence MCS 90 ENDORSEMENT AND IS0 CA 99 48 BROADENED POLLUTION COVERAGE ENDORSEMENT WITH A $1,000,000 LIMIT.

5. Excess Liability	**$10,000,000 per any one occurrence for liability. The Umbrella must maintain coverage at least as broad as the primary policies.**
6. Contractor's Pollution Liability Insurance (to be carrier by contractor's and consultants of Redeveloper)	**Redeveloper, Contractors and Subcontractors or consultants handling hazardous materials as part of demolition, remediation or construction must have separate environmental coverage if "Pollution" is excluded in the general liability and/or umbrella/excess policies. Coverage should include Soft Costs, Transportation and Non-Owned Disposal Coverage on blanket basis.**
7. Pollution Liability (to be carrier by Contractors and consultants of Redeveloper)	**$1,000,000 per any one Occurrence/Aggregate. Coverage should include Soft Costs, Transportation and Non-Owned Disposal Coverage on blanket basis. Non-owned Disposal Coverage on a blanket basis.**

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

CORRECTED RESOLUTION INSERTING A SPECIAL ITEM OF REVENUE INTO THE CY2016 MUNICIPAL BUDGET TO INCLUDE THE $169,091.00 RECEIVED FOR THE 2016 ASSISTANCE TO FIREFIGHTERS PROGRAM GRANT WITH A CITY MATCH IN THE AMOUNT OF $16,909.00

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

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

WHEREAS, the City of Hoboken has received notice of an award of $169,091.00 from FEMA for CY2016 Assistance to Firefighters Program Grant, with a City match in the amount of $16,909.00, for a total amount of $186,000.00, and wishes to amend its CY2016 Budget to include $169,091.00 as revenue with an appropriation for an equal amount; and,

WHEREAS, Resolution F3 dated November 2, 2016 was passed to insert this special item of revenue into the CY2016 municipal budget, however, it contained a mistake regarding the City's match amount and therefore the City Council of the City of Hoboken wishes to pass an amended Resolution to correct said mistake.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken hereby requests that the Director of the Division of Local Government Services approve the insertion of an item of revenue in the CY2016 budget in the amount of $169,091.00 This is now available as revenue from:

This is now available as revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
With Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
FEMA Firefighter Assist Program
Other Expenses $169,091.00

BE IT FURTHER RESOLVED that the sum of $169,091.00 is hereby appropriated under the caption of:

General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
FEMA Firefighter Assist Program O/E
Other Expenses $169,091.00

BE IT FURTHER RESOLVED that the sum of $16,909.00 representing the amount for the City's share of the aforementioned undertaking appears in the CY2016 budget under the caption "Matching Funds for Grants" and is hereby appropriated under the caption of "City Match-FEMA Firefighter Assistance Program."

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

Meeting date: November 14, 2016

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

APPROVED BY:

STEPHEN D. MARKS
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

Award Package

AC D

Award # EMW-2015-FO-1630

SCBA GRANT

FED GRANT AWARD 169,091.00
CITY MATCH 16909.00 6-01-46-892001

$186,000.00

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application

INSTRUMENT:	GRANT
AGREEMENT NUMBER:	EMW-2015-FO-01630
GRANTEE:	Hoboken Fire Department
DUNS NUMBER:	956400931
AMOUNT:	$186,000.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

26-AUG-16 to 25-AUG-17

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$186,000.00
Supplies	$0.00
Contractual	$0.00
Construction	$0.00
Other	$0.00
Indirect Charges	$0.00

State Taxes	$0.00
Total	$186,000.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

The approved cost for SCBA is 30 at $6,200 each.
Therefore, they have recommended the award at this level:
Total budget $186,000
Federal share $169,091
Applicant share $16,909

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Nancy Cannon at nancy.cannon@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

The approved cost for SCBA is 30 at $6,200 each.
Therefore, they have recommended the award at this level:
Total budget $186,000
Federal share $169,091
Applicant share $16,909

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Nancy Cannon at nancy.cannon@fema.dhs.gov.

Agreement Articles

FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety

GRANTEE: Hoboken Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2015-FO-01630

AMENDMENT NUMBER:

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Article XLI	Environmental Planning and Historic Preservation Screening

I. **Assurances, Administrative Requirements and Cost Principles**

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances - Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, *Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 C.F.R. Part 3002.

II. **Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VIII. **Civil Rights Act of 1968**

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

IX. **Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the

work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**

a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to *http://www.fsrs.gov.*

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For

example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at *https://www.sam.gov.*

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

i. in the subrecipient's preceding fiscal year, the subrecipient received-

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at *http://www.sec.gov/answers/execomp.htm.*)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.,* between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus.*

ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

XV. **False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. **Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. **Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients

are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XX. **Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. **Non-supplanting Requirement**

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. **Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. **Procurement of Recovered Materials**

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. **Contract Provisions for Non-federal Entity Contracts under Federal Awards**

a. Contracts for more than the simplified acquisition threshold set at $150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000.

All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. **SAFECOM**

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. **Terrorist Financing E.O. 13224**

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. **Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)**

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity

receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. **Trafficking Victims Protection Act of 2000**
All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. **Rehabilitation Act of 1973**
All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. **USA Patriot Act of 2001**
All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. **Use of DHS Seal, Logo and Flags**
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. **Whistleblower Protection Act**
All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. **DHS Specific Acknowledgements and Assurances**

All recipients must acknowledge and agree-and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions

governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions
For purposes of this award term:

1. *System of Award Management(SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at *http://www.sam.gov*).

2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. **Animal Welfare Act of 1966**

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. **Protection of Human Subjects**

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. **Incorporation by Reference of Notice of Funding Opportunity**

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. **Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these

procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. **Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. **Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. **Environmental Planning and Historic Preservation Screening**

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency-website at: https://www.fema.gov/library/viewRecord.do?id=6906

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2015-FO-01630	0	22-6001993	AWARD	WX02311N2016T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Hoboken Fire Department 201 Jefferson Street Hoboken New Jersey, 07030-1901	Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Katrice Hagan	FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF PROJECT COORDINATOR	PHONE NO.
Anton Peskens	2014202258	Catherine Patterson	1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD
26-AUG-16	SF-270	Cost Sharing	From:26-AUG-16 To:25-AUG-17 Budget Period From:01-OCT-15 To:30-SEP-16

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2016-F5-C111-P4310000-4101-D	$0.00	$169,091.00	$169,091.00	$16,909.00
		TOTALS	$0.00	$169,091.00	$169,091.00	$16,909.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
N/A	N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Katrice Hagan	22-AUG-16

Go Back

Action Fire Apparatus Company, Inc., dba

NEW JERSEY FIRE EQUIPMENT COMPANY

Apparatus, Equipment, Hose, Supplies

119-131 Rt. 22 East
Green Brook, NJ 08812
Tel. 732-968-2121
Fax 732-968-4724
www.njfe.com

September 12, 2016

CITY OF HOBOKEN
HOBOKEN FIRE DEPARTMENT
ATT: CHIEF PESKENS

QUOTATION

Terms: net 30
Acceptance: New Jersey State Contract A80961;T0790;Exp. 3/31/17
FOB: prices quoted are DELIVERED PRICES to Hoboken
Delivery: 5-7 weeks ARO
Salesman: James Giunchini

1) 30 – SCOTT #x3124022000202 Wireframe SCBA (NFPA/NJPEOSHA), standard Kevlar harness with spring clips, 4500 psi, EZ-FLO+ regulator, CBRN, Quick-Disconnect, Heads-Display, Rapid Intervention/ Universal air connection, PAK ALERT SE+ dual redundant pressure reducer, complete, NO facepiece, NO cylinder, NO carry case
NJSC A80961 ---------- @ 5868.00 --- 176,040.00 delivered

2) 30 – SCOTT #201215-02 AV3000HT facepiece, Kevlar head harness, Nosecup, medium NJSC A80961 ---------- @ 322.20 --- 9,666.00 delivered

3) 60 – SCOTT #10009673, 4500 psi, nominal 45 minute, carbon wrap cylinder only, NO valve NJSC A80961 ------ @ 1071.00 --- 64,260.00 delivered
[a] NJFE COURTESY – remove valves from old Customer cylinders, replace "O" rings, install valves on new cylinders, fill with breathing air ---------- NO CHARGE

4) TRADE-IN – NJFE COURTESY:
[a] 30 – Customer SCOTT AP75 ---------- @ 1900.00 ----- (57,000.00)
[b] 60 – Customer 4500 psi SCOTT cylinders @ 60.00 ----- (3,600.00)

$189,366.00 delivered

Training Session for on basic operation/care of equipment included.

Thank you.

George D. Fosdick
President

295C Bergen Turnpike, Ridgefield Park, NJ 07660 • Tel: 201-983-0353 • Fax: 201-870-6015
68 First Avenue, Atlantic Highlands, NJ 07716 • Tel: 732-291-4261 • Fax: 732-291-3547

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Mr. Anton Peskens
Hoboken Fire Department
94 Washington St
Hoboken, New Jersey 07030-4556

Re: Award No.EMW-2015-FO-01630

Dear Mr. Peskens:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Assistance to Firefighters Grant has been approved in the amount of $169,091.00. As a condition of this award, you are required to contribute a cost match in the amount of $16,909.00 of non-Federal funds, or 9 percent of the Federal contribution of $169,091.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit

the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO KIMLEY-HORN & ASSOCIATES, INC. FOR ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $75,700.00 TO DESIGN COMPLETE AND GREEN STREET IMPROVEMENTS ON NEWARK STREET

WHEREAS, Newark Street between Madison Street and Willow Avenue is in need of safety improvements after experiencing thirty-six (36) crashes resulting in nine injuries between 2011 and 2015; and,

WHEREAS, green infrastructure will beautify the Newark Street corridor and incorporate stormwater improvements recommended as part of the "delay" strategy of the Rebuild by Design comprehensive flood control plan; and,

WHEREAS, complete green streets improvements to Newark Street will leverage other traffic safety improvements proposed for Southwest Hoboken; and,

WHEREAS, Kimley-Horn has been prequalified as a pool engineer for the City of Hoboken pursuant to Resolution No. 33 dated January 20, 2016; and,

WHEREAS, the City solicited a proposal from Kimley-Horn for the design of the complete and green street improvements on Newark Street, which proposal is attached hereto; and,

WHEREAS, the City Council of the City of Hoboken wishes to award a contract for the complete and green street improvements on Newark Street to Kimley-Horn in accordance with the attached proposal dated November 1, 2016.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a professional services contract is hereby awarded to Kimley-Horn for design engineering services for complete and green street improvements on Newark Street, in the not to exceed amount of $75,700.00, in accordance with their attached proposal dated November 1, 2016 (not including optional Task 5) for a period to expire April 30, 2017.

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

1. The award of this contract is subject to finalization of the contract terms.

2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes the Mayor, or he designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The Mayor, or her designee, is hereby authorized to execute an agreement as outlined herein.

Meeting Date: November 14, 2016.

APPROVED BY:	**APPROVED AS TO FORM:**
_____	_____
STEPHEN MARKS **BUSINESS ADMINISTRATOR**	**BRIAN ALOIA, ESQ.** **CORPORATION COUNSEL**

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO KIMLEY-HORN & ASSOCIATES, INC. FOR ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED $75,700.00 TO DESIGN COMPLETE AND GREEN STREET IMPROVEMENTS ON NEWARK STREET

AMOUNT TO BE CERTIFIED:

$75,700.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $75,700.00 is available in the following appropriation: _____; and I further certify that this commitment together with all previous made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

November 1, 2016

Mr. Ryan Sharp, PP, AICP
Principal Planner
Department of Transportation and Parking
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

RE: ***Newark Street Intersection Safety Improvements***

Dear Mr. Sharp:

Per our recent discussion, Kimley-Horn is pleased to submit this letter agreement ("Agreement") to City of Hoboken ("City", or "Client") to provide professional engineering services related to the design of intersection safety improvements along Newark Street. The following scope of services and fees are based on our project understanding at the time this letter was prepared.

PROJECT UNDERSTANDING

Kimley-Horn understands that the City is interested in improving approximately 1,525 linear feet of Newark Street from 50' east of Willow Avenue to Jefferson Street and Observer Highway from Jefferson Street to 50' west of Madison Street to enhance bicycle and pedestrian mobility and incorporate green infrastructure. The limits of improvements to the side street segments are assumed to extend no more than 75' from the center line of Newark Street.

We understand the City requests a charrette style meeting to engage the public regarding existing safety concerns and potential design solutions.

We understand the City's desired improvements consist of traffic calming pedestrian safety improvements at each project intersection, which may include reconfiguration of skewed intersection geometries, concrete curb extensions, new and upgraded high visibility crosswalks, stop-for-pedestrian signs, daylighting poles (if necessary), and ADA compliant curb ramps.

We understand the City desires to connect the recently constructed protected bike lane along Observer Highway, which begins east of Marin Boulevard, to Newark Street. In addition, bicycle facilities along Newark Street and connections to side streets are desired.

It is the City's desire to incorporate green infrastructure into the design of the curb extensions, which may include shade trees, bioswales, or curb extension rain gardens.

The proposed pedestrian and bicycle facility improvements and green infrastructure will be designed based upon applicable standards, including NJDOT's Roadway Design Manual, NJDOT's Bicycle and Pedestrian Facilities Design Guidelines, the Americans with Disabilities Act Access Guide (ADAAG), the Public Rights-of-Way Accessibility Guidelines (PROWAG), the American Association of State Highway and Transportation Officials (AASHTO) design standards, the National Association of City Transportation Officials (NACTO) design guidelines, the Manual on Uniform Traffic Control Devices (MUTCD), Hoboken's Bicycle and Pedestrian Master Plan, Hoboken's Green Infrastructure Strategic Plan, and Hoboken Complete Streets Policy. It is understood that street resurfacing is not included as part of this project.

The City desires to be out to bid within 90 days of notice to proceed, but the schedule may be extended, if necessary, to obtain an adequate existing conditions survey and utilities information. The City desires to complete the plans with 60% and 90% plan reviews of design submittals – a second scenario considering only one plan review submission is also proposed.

The City will provide the most recent GIS files, including those for utilities, bike lanes, Corner Cars, bike racks, transit, etc. Kimley-Horn understands that the limits of the project will be within the existing pavement surface and to the curb returns on the side streets along each segment. While there will be a need to modify existing curbs, the City does not intend to purchase right-of-way under this project.

SCOPE OF SERVICES

Given the project understanding and assumptions discussed above, Kimley-Horn will perform the following tasks:

Task 1 – Project Kick-off Meeting

Kimley-Horn will conduct a project kick-off meeting with City Administration and staff. This meeting will include a walking tour of the project area.

Task 2 – Topographic Survey and Utility Locate

Kimley-Horn will hire a subconsultant to conduct a topographic survey of the project area. The survey will represent the street R.O.W. sidelines using local tax map information and include plan view details from building face, top of curb, bottom of curb, centerline, above ground utilities and other visible physical features. Subsurface utilities will be shown based

on observed evidence and record information from utility agencies we attempt to contact. We will obtain and show invert elevation, pipe type & pipe sizes where obtainable. The plan will show spotshot elevations where appropriate and contour elevations at 1' vertical intervals. The horizontal datum will be NAD83 NJSPC and the vertical datum will be NAVD88. It is assumed that 2 test pits per intersection will be performed to identify vertical position of utilities after 30% (i.e., Concept Plan) design for green infrastructure design.

The limits of the topographic survey will include:

- Newark Street from 50' east of Willow Ave to Jefferson Street and Observer Highway from Jefferson Street to 50' west of Madison Street – full survey detail 75' from the center of each intersection every 25' in all road directions

The survey and utility information will be used to create the base mapping for the construction plans.

Task 3 – Community Charrette

Kimley-Horn will conduct one (1) community charrette style meeting to solicit feedback from the public regarding existing conditions in the project area and to develop preliminary design alternatives at each of the project intersections. Kimley-Horn will work with City staff to prepare presentation materials consisting of a PowerPoint presentation, up to two (2) information boards, handouts, and comment forms. This task assumes one preparatory meeting/conference call will be required in the week(s) leading up to the charrette. This task does not include the administration of a public online survey.

Task 4 – Field Review, Existing Conditions and Concept Plan

Kimley-Horn will conduct a field review to check the existing conditions of each project intersection with the survey data. Kimley-Horn will also photograph key locations of the project area.

Following the completion of the field review, Kimley-Horn will prepare a concept plan on the base mapping created from Task 2. Comments from the City on this concept plan will be addressed in the 60% design plan task.

The Concept Plan will include the following elements:

- Reconfiguration of skewed intersection geometries, which is assumed to include only restriping or other traffic control device (does not include relocation of curb lines)
- Concrete curb extensions
- New and upgraded high visibility crosswalks

- Stop-for-pedestrian signs
- Daylighting poles
- ADA compliant curb ramps
- Connection of the recently constructed protected bike lane along Observer Highway, which begins east of Marin Boulevard, to Newark Street
- Bicycle lanes along Newark Street and connections to side streets
- Green infrastructure design of the curb extensions – to include either rain gardens, bioswales, or shade trees

Kimley-Horn will attend a Concept Plan review meeting with City of Hoboken staff to discuss City comments and review

Task 5 – Soil Borings

Kimley-Horn will hire a subconsultant to conduct soil borings in the location of the proposed green infrastructure. One soil boring and one permeability test is proposed at each intersection in the vicinity of the proposed green infrastructure facility. The borings will be analyzed for infiltration capacityThe test borings will be located in the paved roadway adjacent to the existing curbs and will extend to depths of approximately 15 feet below the existing paved surface or prior refusal. Laboratory permeability tests will be conducted on samples of the materials extracted from the borings at depths ranging from about 3 to 6 feet below the existing pavement surface, or 2 feet above the seasonal high groundwater level or bedrock.

Through our subconsultant, Kimley-Horn will provide traffic control for the soil borings. We will contact NJ One-Call at least 3 days prior to the start of the work as required by law. Therefore, no private utility locating companies will be contracted as part of this task. The boreholes will be backfilled with the drill cuttings and the surface will be patched with asphalt cold patch. It is assumed that road opening permits, if required, will be obtained and paid for by the City of Hoboken.

We anticipate the field work will be completed in 1 day. Our report will include the logs of the borings and a boring location plan, the results of the laboratory testing which will include the permeability tests and gradation tests, and our recommendations regarding earthwork and utility installation and backfilling.

If the City does not have a standard pavement patching detail, a laboratory CBR test and a pavement design may be performed for asphalt patching.

Task 6 – 60% Design Plans (if desired)

Following the approval from the City of the Conceptual Design, Kimley-Horn will develop 60% design plans for the project. The 60% design plans will consist of the following:

- Cover Sheet
- Notes, Legend, and Typical Sections
- Construction Layout Plans
- Grading Plans
- Signage and Striping Plans
- Landscape Plans
- Traffic Control Plan
- Soil Erosion and Sediment Control Plans and Details
- Construction Details
-

Kimley-Horn will attempt to avoid utility impacts through subsurface utility locating services (if needed and as an additional service) and conflict avoidance design practices. However, in case utility impacts cannot be avoided, design of utility relocations will be considered an additional service and is not covered in this scope.

It should be noted that one scenario for design plan reviews by the City will be to exclude the 60% design plans and proceed straight to 90% design plans. A separate fee for the 60% design plan submission is provided.

Task 7 – Permits

It is anticipated that the project will require a Soil Conservation Permit. Additionally, Hudson County approval may be required. The construction documents will provide required soil erosion and sediment control measures.

Task 8 – 90% Design Plans

Upon receipt of a consolidated and reconciled set of comments on the 60% design plans, Kimley-Horn will prepare a comment response memorandum and revise the plans according to the comments as 90% design plans to submit to the City. Kimley-Horn will also provide an engineer's opinion of probable construction cost (OPC) at this 90% design stage. Standard specifications will be provided on the plan sheets; a separate technical specification book is not provided for with this scope.

Task 9 – 100% Design Plans (Bid Documents)

Upon receipt of a final set of comments on the 90% design plans and OPC, Kimley-Horn will prepare a comment response memorandum and make minor revisions (not related to

design) to the plans and the OPC according to the comments as 100% design plans to submit to the City. This task assume the City will provide the project manual (i.e., bid and contract terms, etc.). This task excludes the preparation of bid tabs.

SERVICES NOT INCLUDED

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the City, will be considered additional services. Upon approval from the City, Kimley-Horn will perform these services at our then current hourly rates.

Any additional submittals not explicitly listed herein or review cycles (apart from those resulting from failure of Kimley-Horn to address comments made by the City) will be considered additional services.

As additional services, Kimley-Horn can provide the following services:

- Environmental Services
- Historic Resources
- Negotiation with utilities companies for relocation of their facilities
- Additional meetings beyond those listed in the Scope of Services
- Construction Administration and Inspection Services
- Engineering design services during construction
- Permit and Application fees, which are to be paid directly by the City
- Structural calculations or designs for special structures and/or retaining walls, if required
- Traffic signal design
- Traffic volume data collection
- Utility relocation design

INFORMATION PROVIDED BY CLIENT

Kimley-Horn will be entitled to rely on the completeness and accuracy of all information provided by the City and the City's consultants. Kimley-Horn assumes that the following information will be provided:

- Current City GIS files
- Timely plan reviews and consolidated and reconciled comments between City departments

SCHEDULE

Kimley-Horn will provide services as expeditiously as practicable with the goal of meeting the following schedule. Upon notice to proceed, Kimley-Horn anticipates this task order to have an overall duration of approximately 90 days, as requested by the City. This schedule is highly dependent on the timely review of deliverables by the City.

FEE AND EXPENSES

Kimley-Horn will perform the services described above for a total lump sum fee of $75,700, which includes $22,400 of survey and geotechnical work. If Task 6 (60% Design Plans) is excluded, the remaining tasks will be performed on a lump sum basis for a budget of $65,700. All permitting, application, and similar project fees will be paid directly by the Client.

Tasks 1,3,4,6,7,8,9	$53,300
Task 2	$7,200
Task 5	$15,200 (includes traffic control)
Task 5 (optional CBR test and pavement design)	$2,800

If the City has a standard detail for pavement patching, the optional Task 5 is not required.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the contract provisions of the City's RFP 15-37 and the "Exceptions and Addendum to Specifications" section of Kimley-Horn's response to RFP 15-37, which are incorporated by reference.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Sincerely:

KIMLEY-HORN AND ASSOCIATES, INC.

Adam T. Gibson, P.E.
Project Manager

Eddie Marscheider
Senior Vice-President

City of Hoboken

By: _____

_____
(Date)

_____
(Print or Type Name)

Title:_____
(Member or Manager, as authorized)

_____
(Email Address)

_____, Witness

_____
(Print or Type Name)

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

WHEREAS, Sharon Curran, Collector of Revenue for the City of Hoboken recommends that the following refunds be made in accordance with N.J.S.A. 54:4-69.

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury in the total amount of **$9,749.80**, made payable to the following:

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Lee, William & Janel 1300 Grand St #618 Hoboken, NJ 07030	**114/1/C0618**	**1300 Grand St**	**4/14&2/15**	**$5,226.92 (abatement)**
Guy, Benjamin 224 Hudson St #1A Hoboken, NJ 07030	**213.01/11/C001A**	**224 Hudson St**	**3/16**	**$3,630.91**
Matthew Lipsky 1200 Grand St #631 Hoboken, NJ 07030	**109/1.01/C0631**	**1200 Grand St**	**4/16**	**$891.97**

Meeting date: November 14, 2016

APPROVED: **APPROVED AS TO FORM:**

_____ _____

SHARON CURRAN **BRIAN ALOIA, ESQ.**
TAX COLLECTOR **CORPORATION COUNSEL**

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

Sponsored by:_____

Seconded by:_____

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Special meeting of the City Council for Regular meeting of October 19, 2016 have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance: **Approved as to form:**

_____ _____

City Clerk **Corporation Counsel**

Meeting Date: November 14, 2016

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