

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

Introduced by:   
 Seconded by: 

FEB 0 1 2017 CITY OF HOBOKEN  
 RESOLUTION NO. : \_\_\_\_\_

  
 RESOLUTION APPOINTING JONATHAN OTTO AS THE FOURTH ALTERNATE MEMBER OF THE CITY OF HOBOKEN  
 ZONING BOARD OF ADJUSTMENT  
 CITY CLERK

WHEREAS, pursuant to the Code of the City of Hoboken, §44-11, the City of Hoboken has established a Zoning Board of Adjustment; and,

WHEREAS, pursuant to an amendment to §44-11, members of the Zoning Board of Adjustment are now appointed by the City Council, rather than the Mayor; and,

WHEREAS, there are currently vacancies on the Zoning Board of Adjustment; and,

WHEREAS, the City Council has followed the process contemplated by the "Citizens Service Act," in that applications for the position were publicly sought and reviewed, and the following appointee timely submitted his/her application to the Clerk of the City of Hoboken;

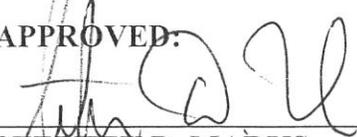
NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Hoboken hereby appoints the following individual to serve as described below on the City of Hoboken Zoning Board of Adjustment, for the terms described below:

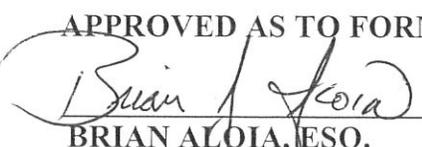
JONATHAN OTTO	4th Alternate	Feb. 1, 2017	Dec. 31, 2018	Two Years
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BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: February 1, 2017

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:  
  
 STEPHEN D. MARKS  
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:  
  
 BRIAN ALOIA, ESQ.  
 CORPORATION COUNSEL

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

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

**RESOLUTION AWARDING A ONE (1) YEAR CONTRACT TO  
BENECARD SERVICES LLC FOR THE PROVISION OF EMPLOYEE  
PRESCRIPTION DRUG INSURANCE**

**WHEREAS**, the City of Hoboken is contractually required to provide prescription drug insurance benefits to certain of its employees and retirees; and,

**WHEREAS**, the City of Hoboken is desirous of continuing said coverage in accordance with its current contractual obligations; and,

**WHEREAS**, prior to entering into any contract to obtain insurance, the City must secure full and open competition among insurers; and,

**WHEREAS**, pursuant to Section 20A-33 of the City Code, the City's insurance broker obtained quotations from prescription drug insurance providers; and,

**WHEREAS**, the Administration has determined that the proposal of Benecard Services LLC for the coverage provided for in their attached proposal is the most advantageous to the City, costs and other factors considered, and therefore recommends awarding a contract to Benecard in accordance with their attached proposal for a period of one (1) year; and,

**WHEREAS**, Benecard Services LLC is the City's current prescription drug coverage provider, and the attached proposal reflects a 0% increase; and,

**WHEREAS**, the Self-Insurance Fund Commission has voted to recommend awarding a contract with Benecard Services LLC for prescription drug coverage.

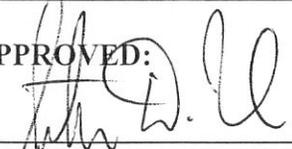
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that the Administration is hereby authorized to enter into a contract with Benecard Services LLC, to commence March 1, 2017 and expire February 28, 2018.

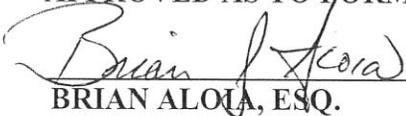
A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 01 2017

*James J. Sarunia*  
\_\_\_\_\_  
CITY CLERK

Meeting date: February 1, 2017

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:   
STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:  
  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

# BENECARD®

Benecard Services, LLC

December 21, 2016

Mr. Ryan Graham  
 Fairview Insurance Agency Associates  
 25 Fairview Avenue  
 Verona, NJ 07044

Re: **Benecard®** Prescription Benefit Program, City of Hoboken Renewal

Dear Ryan,

Benecard is pleased to have an opportunity to offer its prescription benefit administration services to the City of Hoboken for another year. Benecard has built our reputation on providing risk free, quality & sound prescription benefit administration services to our clients and their members over the past 20+ years by providing:

- a combination of aggressive network management & effective clinical cost management programs resulting in lower than average national and regional trends
- accurate forecasts & stable annual renewal quotations
- a comprehensive reporting package and expert advice on the next steps to take

Benecard has reviewed the prescription benefit program activities to date for the current plan year and is pleased to announce that based on our aggressive cost management the City of Hoboken's current program rates will remain unchanged for the new program year effective March 1, 2017 expiring February 28, 2018. This quote does **not** include any services/fees for purposes of administering the City of Hoboken's Retiree Drug Subsidy (RDS) program. This quote will remain valid for (60) days.

The quoted renewal rates provided below do not account for any Federal and/or State government programs, fees, taxes or regulations including, but not limited to, the Patient Protection and Affordable Care Act with the exception of certain preventive health services and coverage for dependents to the age 26. The quoted renewal rates also assume that the present benefit design, co-pay structure, and participation level will remain unchanged. Should any of these factors change during the contract period, Benecard reserves the right to re-rate this program. The proposed rates include insurance carrier charges by Heartland Fidelity Insurance Company pursuant to coverage for your Benecard contract. These charges guarantee program costs by the carrier for the contract period.

Benecard Client ID# 1626 – Group #'s 1000/1098/1099/1100/5000/5098/5099/5100  
 Retail Co-pay: \$10 Preferred Brand / \$5 Generic / \$15 Non-Preferred Brand  
 Retail Day Supply Limitation: 34 days or 100 units, whichever is greater, 35-60 2x co-pay, 61-90 3x co-pay  
 Mail Order Co-pay: \$20 Preferred Brand / \$10 Generic / \$30 Non-Preferred Brand  
 Mail Order Day Supply Limitation: up to 90 days

<sup>1</sup>Out of Pocket Limit (separate): \$1,800 for individual and \$3,600 for family

Coverage	Single	Parent/Child	Parent/Children	Member/Spouse	Family	Totals
Current Census	141	29	23	54	67	314
Monthly Rates	297.16	399.00	399.00	788.23	788.23	
Annualized Program Cost Based on Current Census						1,896,281

Over Age Dependent Rate for 3/1/2017 - 2/28/2018 **\$237.03**

Should the proposed rates change at any point during the 2017/2018 contract period the overage dependent rate will be changed accordingly.

Benecard Client ID# **1626** – Group #'s **2000/2098/2099/3000/3098/3099/3100**

Retail Co-pay: \$5 Brand / \$3 Generic

Retail Day Supply Limitation: 34 days or 100 units, whichever is greater, 35-60 2x co-pay, 61-90 3x co-pay

Mail Order Co-pay: \$1 Brand / \$1 Generic

Mail Order Day Supply Limitation: up to 90 days

<sup>1</sup>Out of Pocket Limit (separate): \$1,800 for individual and \$3,600 for family

Coverage	<u>Single</u>	<u>Parent/Child</u>	<u>Parent/Children</u>	<u>Member/Spouse</u>	<u>Family</u>	<u>Totals</u>
Current Census	197	16	12	165	158	548
Monthly Rates	<b>332.77</b>	<b>446.80</b>	<b>446.80</b>	<b>882.68</b>	<b>882.68</b>	
Annualized Program Cost Based on Current Census						4,358,061

Over Age Dependent Rate for 3/1/2017 - 2/28/2018 **\$265.43**

Should the proposed rates change at any point during the 2017/2018 contract period the overage dependent rate will be changed accordingly.

Benecard Client ID# **1626** – Group #'s **4000/4098/4099/4100**

Retail Co-pay: \$10 Brand / \$5 Generic

Retail Day Supply Limitation: 34 days or 100 units, whichever is greater, 35-60 2x co-pay, 61-90 3x co-pay

Mail Order Co-pay: \$10 Brand / \$5 Generic

Mail Order Day Supply Limitation: up to 90 days

<sup>1</sup>Out of Pocket Limit (separate): \$1,800 for individual and \$3,600 for family

Coverage	<u>Single</u>	<u>Parent/Child</u>	<u>Parent/Children</u>	<u>Member/Spouse</u>	<u>Family</u>	<u>Totals</u>
Current Census	42	6	6	12	56	122
Monthly Rates	<b>301.82</b>	<b>405.24</b>	<b>405.24</b>	<b>800.61</b>	<b>800.61</b>	
Annualized Program Cost Based on Current Census						863,770

Over Age Dependent Rate for 3/1/2017 - 2/28/2018 **\$240.75**

Should the proposed rates change at any point during the 2017/2018 contract period the overage dependent rate will be changed accordingly.

**Return of Savings (ROS) for the policy period March 1, 2017 expiring February 28, 2018**

The City of Hoboken shall pay the program rates as quoted on a monthly basis as described herein. In the event that actual annual claims for the period 3/1/17 through 2/28/18 are less than 94% of the program costs billed by Benecard, Benecard's retention shall not exceed a maximum of 6% of billed program costs and the full amount of any difference shall be returned to the City of Hoboken as a credit against the following year's renewal with Benecard. This reconciliation shall occur on an annual basis as of the completion of the proposed program year. (An example of the calculation is as follows: Total Program Costs Billed and the actual claim payments [Claims Payments] will be reported to the City of Hoboken. Should actual Claims Payments fall below 94% of the Total Program Costs Billed for the contract period; the City of Hoboken may be eligible to a credit of the full difference between 94% of the Total Program Costs Billed and the actual Claims Payments.) The return of program cost credit is contingent upon an actual program start of March 1<sup>st</sup> and the City of Hoboken's formal renewal acceptance with Benecard for the following 2018-2019 policy period.

<sup>1</sup> The Affordable Care Act requires the City of Hoboken's health benefits program implement an out-of-pocket (OOP) limit to protect individuals from excessive OOP expenses on all essential health benefits on or after January 1, 2015. The OOP limits represented above are based on the City of Hoboken's request to have a separate prescription OOP and at these required dollar limits effective January 1, 2017. It is our understanding that the City of Hoboken's acceptance of this proposal is based on their request to have a separate OOP limit combined with all other essential health benefit OOP limits that does not exceed the annual limitation on the OOP's for that year as outlined by the Department of Labor. The Rx OOP limits are subject to change if the ACA OOP limits are modified. Benecard reserves the right to re-rate the City of Hoboken's prescription benefit program if the client modifies or implements a different copayment level, coinsurance, deductible or any other benefit design change, including a change to the OOP amount that differs from what was used for underwriting purposes to develop for the quotation provided herein or enacts a change after inception of the new policy start date.

We look forward to continuing to provide the highest quality of client and participant services during the coming plan year, and to continue our longstanding relationship based on quality of service and careful program cost management. Do feel free to contact me should any questions arise regarding this renewal proposal.

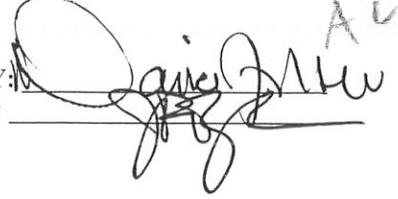
Very truly yours,

Barbara Seifert  
Client Relations Manager

cc: Kelly Monahan, Client Services Director  
Julie Graham, Fairview Insurance Agency Associates

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

FEB 01 2017

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

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



STATE OF NEW JERSEY  
 DEPARTMENT OF ENVIRONMENTAL PROTECTION  
 GREEN ACRES ENABLING RESOLUTION  
 CITY CLERK

WHEREAS, the New Jersey Department of Environmental Protection, Green Acres Program ("State"), provides loans and/or grants to municipal and county governments and grants to nonprofit organizations for assistance in the acquisition, development, and stewardship of lands for outdoor recreation and conservation purposes; and

WHEREAS, the City of Hoboken desires to further the public interest by obtaining funding in the form of a \$1,875,000 matching grant from the State to fund the following project(s): Block 10 Acquisition at a cost of \$2,500,000;

NOW, THEREFORE, the City Council of the City of Hoboken resolves that Mayor Dawn Zimmer or the successor to the office of Mayor is hereby authorized to:

- (a) make application for such a loan and/or such a grant,
- (b) provide additional application information and furnish such documents as may be required, and
- (c) act as the authorized correspondent of the above named applicant; and

WHEREAS, the State shall determine if the application is complete and in conformance with the scope and intent of the Green Acres Program, and notify the applicant of the amount of the funding award; and

WHEREAS, the applicant is willing to use the State's funds in accordance with such rules, regulations and applicable statutes, and is willing to enter into an agreement with the State for the above named project;

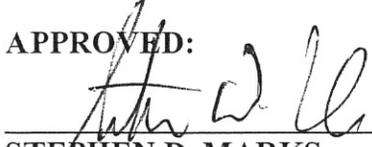
NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE City Council of the City of Hoboken:

1. That the Mayor of the above named body or board is hereby authorized to execute an agreement and any amendment thereto with the State known as the Block 10 Acquisition;
2. That the applicant has its matching share of the project, if a match is required, in the amount of \$625,000;
3. That, in the event the State's funds are less than the total project cost specified above, the applicant has the balance of funding necessary to complete the project;
4. That the applicant agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its performance of the project; and
5. That this resolution shall take effect immediately.

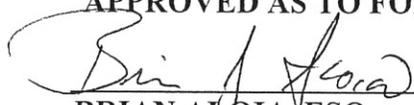
Meeting date: February 1, 2017

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:

  
\_\_\_\_\_  
STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

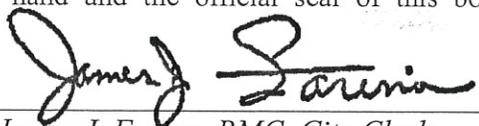
APPROVED AS TO FORM:

  
\_\_\_\_\_  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

**CERTIFICATION**

I, James J. Farina, RMC, City Clerk, do hereby certify that the foregoing is a true copy of a resolution adopted by the City Council of the City of Hoboken at a meeting held on the 1st day of February, 2017

IN WITNESS WHEREOF, I have hereunder set my hand and the official seal of this body this 1 day of February, 2017.

  
\_\_\_\_\_  
James J. Farina, RMC, City Clerk

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: N. Ramo

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

RESOLUTION AWARDING A ONE YEAR CONTRACT TO  
SPECTROTEL, INC. TO PROVIDE TELEPHONE SERVICES

WHEREAS, N.J.S.A. 40A:11-5(1)(f) permits municipalities to award public contracts without public bidding to a utility service company that is registered with the State of New Jersey Board of Public Utilities; and,

WHEREAS, Spectrotel, Inc. is registered with the New Jersey Board of Public Utilities to provide telephone services; and,

WHEREAS, the City of Hoboken requires a utility service company to provide local and long distance telephone services; and,

WHEREAS, the Administration recommends awarding a contract to Spectrotel, Inc. in the not to exceed amount of \$120,000.00 to expire on February 1, 2018.

NOW, THEREFORE, BE IT RESOLVED, that a contract is awarded to Spectrotel, Inc. to provide local and long distance telephone services in the not to exceed amount of \$120,000.00 to expire on February 1, 2018; 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 with:

Spectrotel, Inc.  
3535 State Highway 66, Suite 7  
Neptune, NJ 07753

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

FEB 01 2017

Meeting date: February 1, 2017

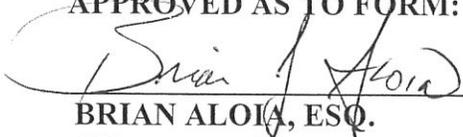
James J. Sarina  
CITY CLERK

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

APPROVED:

  
 \_\_\_\_\_  
 STEPHEN D. MARKS  
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 BRIAN ALOIA, ESQ.  
 CORPORATION COUNSEL

**CERTIFICATION OF FUNDS**

RESOLUTION TITLE:

RESOLUTION AWARDDING A ONE YEAR CONTRACT TO SPECTROTEL, INC.  
 TO PROVIDE TELEPHONE SERVICES

AMOUNT TO BE CERTIFIED:

\$120,000.00

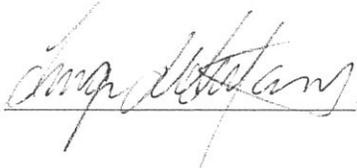
ACCOUNT NUMBER TO CERTIFY FROM:

\$20,000.00 from temporary budget: 7-01-31-4~~0~~0-000

\$100,000.00 remaining when full budget is adopted.

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$120,000.00 is available in the following appropriation: \$20,000.00 from 7-01-31-400-000 in the 2017 temporary appropriations; and I further certify that, upon adoption of the CY2017 final budget, I will immediately review same to determine whether the additional \$100,000.00 balance is available and appropriated in the CY2017 budget; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

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Batch Id: GDS      Batch Date: 02/01/17      Batch Type: Standard

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Account No. Account Description	Type	Entry Description	Amount	Seq
7-01-31-440-000 COMMUNICATIONS O/E	Encumbrance	CFO Cert for meeting 02/01/17 Spectrote1	20,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	7-01	0.00	0.00	0.00	0.00	0.00	20,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	20,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	20,000.00
Total:	1	20,000.00

There are NO errors in this listing.

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	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	20,000.00

Batch: GDS      Updated Entries:    1    Updated Amount:    20,000.00    Ref Num:    4661

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We make it simple. We keep it personal.

## MASTER SERVICES AGREEMENT

Spectrotel Agent ID: 552000		Agent Name: Flexible Communications		Date: 12 / 21 / 2016	
<b>Company &amp; Billing Information</b>					
Company Name: City of Hoboken			Main Contact Name: James Peters		
Main Billing Address: 94 Washington St		Fir/St:	City: Hoboken	State: NJ	Zip: 07030 - 0485
Main Contact E-mail: support@flexiblecomm.com			Main Contact Phone: (862) 200 - 5333		Main Contact Fax: ( ) -
<input type="checkbox"/> Check if alternate billing address and/or special billing instructions is required					
<b>Finance Information</b>					
Billing/Finance Contact Name:		Contact Phone: ( ) -		Contact E-mail: @	
Years In Service:		FED Tax ID :		Type of Business:	
Legal Form of Business: <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation					
Tax Exempt - If Yes, check appropriate boxes: <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local (All applicable exemption certificates must be attached and validated by Spectrotel for exemptions to apply.)					
<b>Service Agreements</b>					
<b>Voice Services:</b> <input checked="" type="checkbox"/> Business Calling Solutions <input type="checkbox"/> Integrated Voice/Data <input checked="" type="checkbox"/> Voice T1/PRI <input type="checkbox"/> SIP/PBX Cloud <input type="checkbox"/> Other		<b>Internet/IP Services:</b> <input type="checkbox"/> Internet Over Anything <input type="checkbox"/> IOF <input type="checkbox"/> Private Line/MPLS/FEPL <input type="checkbox"/> TLS <input type="checkbox"/> Managed Services <input type="checkbox"/> Other		<b>Other Services:</b> <input type="checkbox"/> Audio Conference Calling <input type="checkbox"/> Other:	
<b>Letter of Authorization (Applies to Voice Services Only)</b>					
The undersigned customer ("Customer") hereby appoints Spectrotel to act as its authorized agent for all matters for local and long distance service and appoints Spectrotel to act as Customer's carrier for local dial tone. Customer may also choose Spectrotel for 1+ equal access dialing, long distance service, 800/888/877 service, and/or dedicated access service, and Customer understands that only one telecommunications carrier may be designated as the preferred carrier for each of such services. Customer also understands that there will be no charge for its initial selection of a primary long distance company. Any selection after the initial choice may involve charges.					
<b>Customer Proprietary Network Information</b>					
I initial here to hereby authorize my Sales Agent access to view my customer proprietary information including, but not limited to, my Spectrotel Invoice. (If box is not checked and initiated, Spectrotel will not release any company or customer network information, including customer service records, to requesting carriers or third parties without prior written notification and or consent of Customer).					

## Terms and Conditions

**General.** This Master Services Agreement ("MSA") is entered into between Spectrotel Holding Company, LLC, on behalf of the Spectrotel operating telephone companies and Razgate Financial LLC, as set forth on the signature page of this MSA (individually and collectively, "Spectrotel") and Customer. This MSA shall apply to any services Customer receives from Spectrotel or its representatives, affiliates, subsidiaries, successors, or assignees ("Services"). This MSA by itself does not constitute an order for any Service that Spectrotel provides. Customer shall order Service(s) by submitting a Customer Service Order or by executing a separate service agreement(s) ("Service Agreement"), which shall incorporate by reference the terms and conditions set forth herein. Any conflicting, different or additional terms and conditions including changes or additions to the Customer Service Order or Service Agreement(s) (collectively referred to herein as the "Service Agreements") or elsewhere including changes or additions to this MSA on the part of the Customer are objected to by Spectrotel and shall not constitute a part of this MSA or Service Agreements (except for Customer, draft or pricing information that is filled in as part of the MSA and Service Agreements and accepted by Spectrotel) unless Spectrotel expressly agrees to said additions or changes in writing. No action by Spectrotel, including without limitation provision of Services to Customer pursuant to such Service Agreements, shall be construed as constituting a waiver or binding or stopping Spectrotel with respect to such term or condition. To the extent that a conflict should arise between this MSA and the Service Agreements, the terms of this MSA shall take precedence except in the case of Fiber EPL (FEPL) and Transport LAN Service ("TLS") (along with Internet, MPLS, or voice services utilizing FEPL or TLS transport) in which case the TLS or FEPL Terms and Conditions of the Product Guide shall take precedence or in the case of Managed Services in which case the Terms and Conditions of Managed Services shall take precedence.

**Credit Inquiries/Deposits.** Customer authorizes Spectrotel to inquire into Customer's credit history, including asking consumer reporting agencies or any other references for credit information, and Spectrotel may require, based on Customer's credit worthiness or payment history with Spectrotel and to the extent permitted by law, a non interest bearing security deposit that will ultimately be refunded upon expiration or termination of the Service Agreements, assuming all amounts owed or due have been paid in full. Should Customer decline to pay a deposit, Spectrotel in its sole discretion, may refuse to install new service.

**Charges and Payment.** The installation and monthly recurring charges for Service(s) addressed herein will be as specified in applicable Service Agreements. The charges stated do not include any international, federal, state, municipal, and local taxes; assessments; fees; or surcharges. Payment for Service(s), including applicable international, federal, state, municipal, and local taxes; assessments; fees; or surcharges, will be due upon receipt of invoice. Beginning thirty (30) days after the date of invoice, at which point Customer will be considered past due, interest on late payments will accrue at the rate of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is less, on the unpaid balance. Customer will be liable to Spectrotel for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any undisputed amounts due and owing to Spectrotel. Should Customer fail to keep its account balance current, Spectrotel has the right to suspend Customer's Service upon at least ten (10) days' written notice (except as specified otherwise by FCC or state regulations or laws, where applicable) and continue billing until sufficient payment has been received by Spectrotel to bring Customer's undisputed account balance current. If the Service is suspended due to Customer's non-payment, it will not be restored until all undisputed charges (including any interest charges) and a

service restoration fee are paid in full. If Customer fails to pay all undisputed charges in full within fourteen (14) days after suspension, Spectrotel reserves the right to terminate Service(s) in full. In the event of termination, Customer shall be responsible for all termination charges as defined herein.

**Taxes, Fees and Surcharges.** Customer will be responsible for all applicable taxes, fees and surcharges that are levied or imposed as a result of Spectrotel's provision of the Service including but not limited to international, federal, state, local and municipal taxes, federal and state Universal Service Charges, FCC Network Access Charges, Number Portability Surcharges, 911 and E911 Fees or charges, payer per call surcharges and telephone relay surcharges. Unless Customer provides a valid exemption certificate(s), Customer shall be responsible for payment of such applicable taxes, fees or surcharges until said certificate(s) is provided. Spectrotel reserves the right to reject Customer's tax exempt status if Spectrotel finds that Customer's standing as a tax exempt entity does not have legal standing. Spectrotel will execute billing under Customer's legal tax exempt status starting the period immediately following receipt of valid a valid tax exempt certificate(s). Customer will notify Spectrotel in writing if Customer's tax-exempt status changes during the term of this MSA or in the applicable Service Agreements.

**Billing Disputes.** Notification of any dispute regarding Customer's invoice, along with appropriate documentation of any billing discrepancies, in reasonable detail, must be submitted to Spectrotel's Customer Care Center within ninety (90) days of the invoice date. Written notice is recommended. To the extent Customer elects to utilize telephone notification, Customer is responsible for retaining the trouble ticket number for verification. Disputes will not be addressed without a trouble ticket number. Failure to provide the ninety (90) days' notice specified herein shall result in complete waiver of Customer's right to dispute the invoice subject to any legal rights Customer may have under applicable law. Once a billing dispute is identified, Spectrotel will research such disputes in a commercially reasonable time period and will not hold Customer liable for the disputed charges until the parties reached a conclusion on the validity of the claims in good faith. To the extent such dispute is resolved in the favor of Spectrotel, with the next invoice after resolution Customer shall pay Spectrotel the disputed charges plus interest at lesser of one and one-half percent (1.5%) or the highest rate allowed by law. To the extent such dispute is resolved in favor of the Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges. However, regardless of any billing disputes, all undisputed balances must be paid in full and in accordance with the Charges and Payment Policy defined herein.

**Additional Charges.** Customer is subject to a paper invoice and account maintenance fee for each remittable account, and in the case of an individual child account receiving a paper statement, a paper invoice fee. The paper invoice fee may be waived if Customer elects electronic invoice delivery. Customer is subject to applicable one time and/or monthly charges for moves, adds, changes, and upgrades to existing Services ("MAC"), the costs for which will be provided at time of order and may and may not require a new Service Agreement for said MAC. Unless otherwise specified in a Services Agreement, any feature(s) or Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable Spectrotel tariff or price list located at <http://spectrotel.com/Support/lacqstariffs>. If no charges are set forth in Spectrotel's tariffs or price lists for such Services, the charges shall be Spectrotel's prevailing retail rate which shall be disclosed to Customer at time of order. Service records will constitute full proof of the content and nature of Customer's Service(s).



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Tariffs and Rates. The terms and conditions of this MSA and any applicable Service Agreements are subject to Spectrotel's tariff(s) which are subject to change without notice to Customer and are on file with the applicable state and/or federal regulatory authorities. Other restrictions may apply pursuant to such tariffs. In the event of any express conflict between this MSA or any applicable Service Agreements and the language in the applicable Spectrotel tariff(s), the tariff language will supersede this MSA and any Service Agreements to the extent required by law. Spectrotel reserves the right to modify its pricing as set forth in the Service Agreements, this MSA or elsewhere upon thirty (30) days' written notice or as required by applicable law.

Installation. Spectrotel will use best efforts to provide Service(s) by the requested Customer installation date. Scheduled installation dates are estimates only. Spectrotel will not be liable for any damages whatsoever related to delays in meeting any installation or service dates including but not limited to, delays resulting from normal construction procedures or for any reason beyond Spectrotel's control. Spectrotel will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies Spectrotel within five (5) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide Spectrotel all required access and security as necessary. Spectrotel reserves the right to substitute, change or rearrange equipment used to provide the Services so long as the quality or type of Service is not materially impaired or degraded. Installation of the service is to the nearest point of entry of Customer's premise ("demarc") which may or may not be within the Customer's premise. If Customer requests or requires additional cabling between demarc and Customer's desired entry point, the additional charges to extend the demarc are the sole responsibility of Customer. Spectrotel may quote additional cabling to Customer on a time and material basis which Customer may purchase at its discretion. Customer may also purchase this additional work and/or material from a third party.

Cancellation Prior to Installation - Except for FEPL and TLS, If Customer desires to modify the service order or service order delivery date prior to installation, but after the Firm Order Commit Date ("FOC") has been set, Customer shall be responsible for charges equivalent to actual costs incurred by Spectrotel for cancellation or modification. Spectrotel shall provide an itemized cost breakdown upon request. If Customer cancels or modifies its order prior to FOC, no fees shall apply unless otherwise noted on Service Agreement. FEPL and TLS cancellation policy shall be governed by the FEPL and TLS terms and conditions in the FEPL and TLS product guides.

Maintenance/Return of Equipment. Maintenance of Spectrotel owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in the Service Agreements; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or its employees, agents, or consultants. Customer agrees to obtain and maintain (with an insurer reasonably acceptable to Spectrotel) insurance coverage with respect to the Spectrotel equipment in the amount of its replacement cost. Upon request, Customer shall provide Spectrotel with a certificate of such insurance showing such coverage. Spectrotel may require the insurance policy to name Spectrotel as a loss payee. Customer acknowledges that title to all Spectrotel equipment and software, if any, provided as part of the Service(s) is and shall remain with Spectrotel throughout the term of the Services Agreements and such equipment and software shall be returned to Spectrotel upon discontinuance of the related Services Agreement. Notwithstanding the foregoing, customer hereby authorizes Spectrotel to prepare and file precautionary financing statements under the Uniform Commercial Code in any applicable jurisdiction describing such equipment and software and naming the customer as debtor and Spectrotel as secured party. Customer is responsible for arranging access to its premises to permit Spectrotel's authorized personnel, employees or agents to repair, maintain, inspect, replace, remove or install any and all equipment and software required by the Services. Customer will surrender any Spectrotel owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used. In the same condition as delivered subject only to reasonable wear and tear. At its sole discretion, Spectrotel may also choose to dispatch personnel to retrieve Spectrotel equipment or software from the service location in which equipment or software is located. Customer agrees that access to said location for retrieval, shall not be unreasonably withheld. If Spectrotel owned equipment or software is surrendered in damaged condition or if equipment or software is found by Spectrotel to be in damaged condition during the retrieval process (excluding reasonable wear and tear), Customer will pay Spectrotel any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender Spectrotel equipment or software within thirty (30) days after Spectrotel's request or if Customer refuses to provide access for retrieval, Customer will be liable for Spectrotel's reasonable expenses representing the reasonable replacement value of the Spectrotel equipment or software plus collection expenses including reasonable attorney's fees. Customer's obligations pursuant to this section will survive termination of this MSA.

Term and Termination. For ongoing Services, the term specified on the Service Agreements shall commence on the date of installation. Notwithstanding the foregoing, this MSA shall become effective on the date it is accepted by Spectrotel and shall remain in effect for successive one month periods until the end of the Term set forth in the Service Agreements for each of the Services. Where a term longer than one month has been specified, and except as set forth in the Service Agreements, the initial Term will automatically renew for successive one (1) year periods, unless Customer notifies Spectrotel of its desire not to renew at least ninety (90) days prior to the expiration of the then-current Term. In the event of any discontinuation by Spectrotel for non-payment by Customer or if Customer terminates early for any reason other than a material breach of this MSA or the Service Agreements by Spectrotel (before which Spectrotel shall be given written notice and 30 days to cure), Customer will be obligated to pay an early termination fee ("ETF"), which shall be calculated as the sum of: (a) the number of months remaining in the then current Term for each of the services being disconnected multiplied by the agreed upon monthly recurring charges as denoted in the Service Agreements, or in the case of usage-only based Services (e.g., LD Only business lines or LD - T1 circuits) (b) the number of months remaining in the then-current term of the Service Agreements multiplied by the average monthly usage charges over the two most recent 30-day billing periods or minimum revenue commitment for usage based charges associated with the Service(s), whichever is greater. Any termination of Service or of the applicable Service Agreements or this MSA either by Customer or Spectrotel in the event of breach of this MSA or Service Agreements could result in Customer's loss of all IP addresses and phone numbers assigned should Customer fail to move services to another carrier prior to termination. In addition, all Spectrotel property (including but not limited to Spectrotel routers, switches, equipment, facilities, and software) shall be returned to Spectrotel in accordance with the terms herein. Spectrotel reserves the right to restrict, suspend or terminate Service(s) and terminate this MSA and/or Service Agreements in the event Customer is found to be in breach of the terms of this MSA as defined herein and/or Service Agreements. The ETF is not a penalty and has been determined based upon the facts and circumstances known by the parties at the time of the negotiation and entering into this MSA, with due consideration given to the performance expectations of each party. The ETF constitutes a reasonable approximation of the damages Spectrotel would sustain if its damages were readily ascertainable. Neither party will be required to provide any proof of these damages, and the ETF provided herein will constitute full compensation as the sole and exclusive remedy for any failure by Customer to meet its specified performance.

Change in Law. During the term of the Service Agreements or this MSA, if the FCC, a state public utility commission or board or any other administrative governing body, or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of cancelling, changing, or superseding any material term or provision of this MSA or Service Agreements (collectively, "Change of Law"), then this MSA or Service Agreements shall be deemed modified in such a way as the parties mutually agree is consistent with the form, intent and purpose of this MSA or Service Agreements and is necessary to comply with a Change of Law. Parties agree to negotiate said changes in good faith, but should the parties not be able to agree on modifications necessary to comply with a Change of Law within thirty (30) calendar days after the Change of Law is effective, then upon written notice either party may either terminate this MSA or Service Agreement or, to the extent practicable, parties may terminate that portion of the MSA or Service Agreement impacted by the Change of Law. In the case of termination Spectrotel agrees Customer shall be responsible for

## MASTER SERVICES AGREEMENT

all undisputed fees up to the end of the thirty-day period and will not be liable for any further early termination fees.

Notices. Notices under this MSA to Spectrotel shall be sent by first-class US Mail, postage prepaid, certified, return receipt requested, or by overnight carrier (delivery signature required) to: Spectrotel Holding Company LLC, PO Box 339, Neptune, NJ 07754, Attention: Director of Customer Care, with a copy to Attention: Chief Operating Officer. Unless otherwise provided below by Customer, Notices to Customer shall be sent to address provided on this MSA to the attention of the main contact provided herein. Notices shall be deemed received five (5) business days after mailing by first-class US Mail and one business day after mailing via an overnight carrier, morning delivery.

### NOTICES TO CUSTOMER:

Company Name: **City of Hoboken**

Attention: **Stephen D. Marks**

Address 1: **94 Washington Street**

Address 2:

City, St, Zip: **Hoboken, NJ 07030**

Assumption/Purchase of Contract. In the event that Spectrotel assumes or purchases an existing contract between Customer and another telecommunications carrier to provide Services, Customer will be indemnified and held harmless against any and all termination liability associated with the existing contract so long as: a) Customer enters into a Service Agreement with Spectrotel for a term equal to or greater than the remaining term of Customer's existing contract with the other telecommunications carrier for said services; and b) Customer continues to purchase the services from Spectrotel under the contract for the full term. Spectrotel shall not be responsible for any termination liability incurred by Customer from the other telecommunications providers as a result of moving services to Spectrotel unless Spectrotel explicitly agrees and approves in writing in advance of order the explicit amount of the termination liability Spectrotel would agree to cover as part of the Service Agreement with Spectrotel. Customer must provide proof of billing and payment of termination liability from said provider(s) before Spectrotel will provide credit to Spectrotel's invoice for the written approved amount of any termination liability Spectrotel agreed to cover on behalf of the Customer.

Acceptable Use Policy ("AUP"). Customer agrees not to allow the use of the Service to in any way to transmit or post material that as Spectrotel determines in its sole reasonable discretion: (a) is prohibited by any law or regulation, or facilitates or encourages the violation of any law or regulation; (b) disrupts third parties, or violates the intellectual property rights or other rights of Spectrotel or any third party; (c) is abusive, profane, libelous, slanderous, obscene, threatening, misleading, harassing, discriminatory, or otherwise harmful or disruptive component; (d) violates or tampers with the security of any computer equipment, network, or program, (e) constitutes, facilitates, or encourages unsolicited commercial email or "spam". SPECTROTEL RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY, ALTER OR OTHERWISE UPDATE ITS AUP AT ANY TIME AND SHALL NOTIFY CUSTOMER OF A CHANGE IN THE AUP THROUGH A MESSAGE ON ITS INVOICE TO THE CUSTOMER. SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON THE POSTING OF THE MODIFIED TERMS OF USE ON SPECTROTEL'S WEBSITE AFTER NOTIFICATION. WWW.SPECTROTEL.COM. BY USING SERVICE AFTER SPECTROTEL HAS POSTED NOTICE OF SUCH MODIFICATIONS, ALTERATIONS OR UPDATES, CUSTOMER AGREES TO BE BOUND BY THE REVISED ACCEPTABLE USE TERMS. This MSA together with the actual removal of material or denial of access to material by Spectrotel is deemed notice to Customer within the meaning of the Digital Millennium Copyright Act. Other Acceptable Use Items. a) Web Hosting: Customer represents and warrants that any current or planned website Spectrotel or its partners host on Customer's behalf ("Hosted Website") does not and will not violate the Spectrotel AUP. If Customer Violates the AUP, Spectrotel reserves the right to immediately suspend or disconnect service and charge all applicable termination fees; b) Line Usage: Customer agrees that for voice services purchased with "unlimited local" or "unlimited calling" call plans, if Spectrotel finds that the volume of usage is over and above what is considered "normal" usage for the Service (this may or may not include lines on automatic dialers or lines used for dial-up Internet connectivity, or other high usage applications), Spectrotel may place the Service line on a measured usage plan for the duration of applicable Service Agreement with notice to Customer. Customer has a choice to accept the change in call plan or disconnect Service, but if Service is disconnected, the Customer remains liable for any ETF charges described herein. At its discretion, Customer may change call plan on a line within 2 months of installation and once per year thereafter.

Indemnification and Limitations on Liability. Customer will defend, indemnify and hold Spectrotel, its affiliates, representatives, successors, and assignees, and each of their respective owners, directors, officers, employees and agents, harmless from and against all third-party claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use or misuse of the Service(s) or otherwise arising under the applicable Service Agreements or this MSA. Spectrotel will defend, indemnify and hold Customer, its affiliates and each of their respective owners, directors, officers, employees and agents harmless from and against all claims, suits, expenses of any kind or nature for any and all damages of any kind arising from or related to any claim that the Services, equipment, software, and any other materials provided by Spectrotel under the MSA or an applicable Service Agreement infringe any intellectual property or other proprietary right of a third party. IN NO EVENT WILL EITHER PARTY BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL SPECTROTEL BE LIABLE TO CUSTOMER, ITS EMPLOYEES, SUBCONTRACTORS AND AGENTS OR TO ANY THIRD PARTY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THE APPLICABLE SERVICE AGREEMENTS OR THIS MSA, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. SPECTROTEL'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE APPLICABLE SERVICE AGREEMENTS OR THIS MSA WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED THEREIN DURING THE MONTH IN WHICH SUCH LIABILITY ARISES. Without limiting the generality of the foregoing, Spectrotel shall have no liability for any damages resulting from unauthorized access to Customer's phone system, computer system, Local Area Network or equipment by third parties or hackers, including, without limitation any damages resulting from any fraudulent phone or data usage, computer virus, worm or other malicious code. Customer expressly agrees that its use of any of Spectrotel's websites is at Customer's own risk. Force Majeure: In no event will Spectrotel be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against Spectrotel or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within Spectrotel's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, Spectrotel will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party.



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This section will survive termination or expiration of the Service Agreements and/or this MSA and will continue to apply after the Service Agreements and/or this MSA ends.

Security and Fraud. Spectrotel has implemented technical and administrative measures designed to secure Customer's information and Services from unauthorized access, use, alteration or disclosure and to assure its availability in all cases either in accordance with the commitments in the applicable Service Agreements or, in the absence of such commitments, in a manner Spectrotel believes is prudent for common business information. However, Spectrotel cannot and does not guarantee that these measures will be sufficient to prevent unauthorized access, use, alteration or disclosure or to assure availability. Moreover, an attacker with sufficient time and resources could defeat the measures Spectrotel has in place and gain access to customer information. Except as may be expressly provided in a corresponding Service Agreement, none of the Services are designed to protect confidential information (including but not limited to financial or health information). Accordingly, if Customer requires protection of sensitive information, Customer should not use such Services to transmit or store such information without implementing additional Customer-controlled security measures, such as encryption, to protect such information. Customer shall bear the risk of loss arising from, and under no circumstances will Spectrotel be responsible for any damages, loss or injury resulting from (i) use of the Service, whether authorized or unauthorized by Customer, including any charges or fees incurred as a result of fraudulent or unauthorized use of the Services, (ii) access to, alteration or destruction of or the unavailability of any information transmitted for stored through the Service or (iii) the unavailability of all or any part of the Service. Customer will notify Spectrotel immediately of any breach or suspected breach of security or unauthorized use of Customer's Spectrotel account, telephony services, or profile. Customer acknowledges that Spectrotel reserves the right, but is not required, to take any and all action it deems appropriate (including, without limitation, blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof. In addition, Spectrotel may temporarily suspend or permanently terminate Services to Customer, without notice or liability, if Spectrotel deems such action necessary to protect itself or third parties from unlawful conduct or other harm.

Assignment. Spectrotel may assign the rights, privileges or obligations conveyed under this MSA with written notice to Customer as required by law. Customer may not assign the rights, privileges, or obligations conveyed under this MSA without first obtaining the written consent of Spectrotel, which consent will not be unreasonably withheld, provided, however, that the party to whom this MSA is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN AND IN THE APPLICABLE SPECTROTTEL TARIFF(S), THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. SPECTROTTEL ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

### MASTER SERVICES AGREEMENT

SPECTROTTEL SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES INCLUDING SECURITY SERVICES WILL BE: (1) UNINTERRUPTED AND CONTINUOUS, (2) ERROR OR VIRUS FREE, OR (3) CONTINUOUSLY AVAILABLE. SPECTROTTEL ALSO DOES NOT WARRANT ANY SERVICE, EQUIPMENT, OR SOFTWARE PROVIDED BY A THIRD PARTY FOR WHICH SPECTROTTEL IS A RESELLER OR AGENT. By executing this MSA, each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and perform its obligations hereunder, that the execution and delivery of this MSA has been duly and validly authorized and approved by it, and that this MSA is valid and binding upon it in accordance with its terms.

No Agency. This MSA does not create any agency, joint venture, or partnership between Spectrotel and Customer, each of which are independent business entities. Neither Spectrotel nor Customer will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

Miscellaneous. This MSA (together with the Service Agreements), is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between Spectrotel and Customer. No prior agreements, understandings, statements, proposals, understandings or representations, either oral or written apply. The terms and conditions of this MSA shall not be amended, varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between Spectrotel and the Customer, failure or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both parties. Neither party shall be bound by any pre-printed terms additional to or different from those in this MSA that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices, or other communications. This MSA can be modified only in writing by the parties. Headings used herein are included only for convenience and will not control or affect the meaning or construction of this MSA. If any provision of this MSA is held to be illegal or unenforceable, the MSA's unaffected provisions will remain in effect. If either party fails to enforce any right or remedy under this MSA, said party does not waive the right or remedy. The rights and remedies of the parties shall be cumulative and in addition to any other rights or remedies provided by law or equity. Governing Law. The rights and obligations of the parties under this MSA will be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflict of laws provisions that would result in the application of the laws of any other jurisdiction. The parties agree and acknowledge that any action or law suit in equity or judicial proceeding initiated by either party arising out of this MSA shall be instituted only in the courts of the State of New York or federal courts sitting therein. In the event of an ambiguity or question of intent or interpretation, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the extent to which any such party or its counsel participated in the drafting of any provision hereof. This MSA does not and is not intended to confer any rights or remedies upon any person other than Spectrotel and Customer and their successors and assigns.

This MSA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative as of the day and year so indicated:

Agreed/ Accepted Customer:
Name:
Title:
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agreed/ Accepted: Spectrotel Holding Company, LLC
Name:
Title:
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spectrotel Operating Companies: Spectrotel, Inc.; Spectrotel of the SE, LLC; Spectrotel of New York, LLC; Spectrotel of Virginia, LLC; Spectrotel of New Jersey, LLC; Spectrotel of Pennsylvania, LLC; Spectrotel of Maryland, LLC; Spectrotel of New England, LLC; Spectrotel of Alabama, LLC; Razgate Financial LLC

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

A9

FEB 01 2017

SPONSORED BY:

*Raeen S. B. ...*

SECONDED BY:

*Nuba J. ...*

*James J. ...*  
CITY CLERK  
CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOBOKEN EXPRESSING  
ITS STRONG DISAGREEMENT WITH A FEDERAL EXECUTIVE ORDER ON  
“BORDER SECURITY AND IMMIGRATION ENFORCEMENT IMPROVEMENTS”,  
URGING NEW JERSEY’S ATTORNEY GENERAL TO JOIN IN OPPOSITION TO  
THE ORDER, AND EXPRESSING SOLIDARITY WITH REFUGEES AND  
IMMIGRANTS TO THE UNITED STATES**

**WHEREAS**, the United States of America is a country founded by immigrants and refugees;

**WHEREAS**, immigrants have always been a source of our Nation’s strength;

**WHEREAS**, as Americans we are rightfully proud of our great diversity, as it is among our country’s greatest assets;

**WHEREAS**, the United States of America is unique on earth for being a place that is united by a set of ideas, among them the notion that, no matter who you are or where you are from, we are equals under the law;

**WHEREAS**, the City of Hoboken is a city founded by immigrants and one that was built by immigrants;

**WHEREAS**, to this day, immigrants continue to live and work in Hoboken and contribute to the fabric of our community;

**WHEREAS**, sadly, there have been exceptions where our country has not lived up to the values of welcoming refugees and immigrants, and we must learn from such lessons taught to us by history;

**WHEREAS**, in <sup>1939</sup>~~1929~~, over 900 Jewish refugees arrived by ship to the coast of Florida on the *St. Louis*, fleeing persecution from Nazi Germany, and the United States denied permission to these Jewish refugees to find safe harbor in the United States, who were returned to Europe, resulting in hundreds of them being victims of the Holocaust genocide;

**WHEREAS**, we must learn from the lesson of history, lest they repeat themselves at the cost of the life and liberty of innocent human beings;

**WHEREAS**, on January 25, 2017, the federal government issued an Executive Order on “Border Security and Immigration Enforcement Improvements”;

**WHEREAS**, the Executive Order bars Syrian refugees from entering the United States indefinitely, bars any refugees from entering the United States for a period of 120 days, and prevents individuals from seven Muslim majority countries, refugees or otherwise, from entering the United States for a period of 90 days. These seven countries are Iran, Iraq, Libya, Somalia, Sudan, Syria and Yemen;

**WHEREAS**, it is the position of the City Council of the City of Hoboken that the Executive Order constitutes an assault on America's values and our longstanding tradition of welcoming refugees and immigrants;

**WHEREAS**, the Executive Order has a direct harmful impact on countless innocent women, children, men, and families around the world, causing tremendous emotional pain and suffering upon innumerable families, including refugees from Syria and other parts of the world fleeing from severe forms of oppression, and even Hoboken residents simply seeking unification with their family members from countries subject the Executive Order;

**WHEREAS**, 16 Attorneys General, the top legal enforcement officers for the states of New York, California, Pennsylvania, Washington, Massachusetts, Hawaii, Oregon, Washington, D.C., Connecticut, Virginia, Vermont, Illinois, New Mexico, Iowa, Maine and Maryland have affirmatively declared that the Executive Order is "unconstitutional, un-American and unlawful," and have pledged to "work together to ensure the federal government obeys the Constitution, respects our history as a nation of immigrants, and does not unlawfully target anyone because of their national origin or faith";

**WHEREAS**, as of the date of this Resolution, 4 separate federal judges around the country have ordered stays on parts of the Executive Order, finding there is a likelihood of success on the merits of claims that the Executive Order violates fundamental due process, equal protection and protections against discrimination on the basis of religion or national origin;

**WHEREAS**, the Attorney General of the State of New Jersey, Christopher Porrino, has not yet joined his colleagues in the 16 states referenced above in expressing concerns about the substance of the Executive Order;

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Hoboken condemns in the strongest terms the Executive Order because its substance runs counter to America's longstanding tradition of welcoming refugees and immigrants from around the world;

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken expresses its support and solidarity with all those Syrian and other refugees impacted by the Executive Order, and others being separated from their families for no reason other than the coincidence of being from a country subject to the Executive Order;

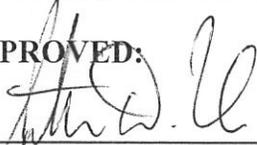
**BE IT FURTHER RESOLVED** that the City of Hoboken respectfully urges Attorney General Porrino to join his 16 colleagues referenced above in opposition to the Executive Order, so that the State of New Jersey may stand on the right side of history when this order is ultimately struck down by the courts.

**BE IT FURTHER RESOLVED** that a City Clerk of the City of Hoboken shall deliver a certified copy of this Resolution via electronic mail to Attorney General Porrino within 12 hours of its passage and via hand delivery within 24 hours of its passage.

**Meeting date: February 1, 2017**

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:**



\_\_\_\_\_  
**STEPHEN D. MARKS**  
**BUSINESS ADMINISTRATOR**

**APPROVED AS TO FORM:**

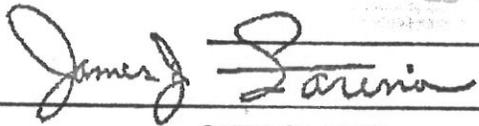


\_\_\_\_\_  
**BRIAN ALOIA, ESQ.**  
**CORPORATION COUNSEL**

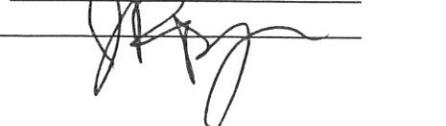
A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON:

001

FEB 0 1 2017

  
CITY CLERK

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

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

**RESOLUTION TO AWARD A ONE YEAR CONTRACT TO  
MCMANIMON SCOTLAND BAUMAN TO SERVE AS PUBLIC  
UTILITIES COUNSEL IN THE NOT TO EXCEED AMOUNT OF  
\$50,000.00**

**WHEREAS**, service to the City as Special Legal Counsel - Public Utilities Counsel is a professional service as defined by N.J.S.A. 40A:11-1 et seq.; and,

**WHEREAS**, the City of Hoboken issued Request for Proposals 17-01 seeking a qualified attorney to serve as Public Utility Counsel to the City; and,

**WHEREAS**, proposals were received from the following:

1. Riker Danzig Scherer Hyland Perretti, LLP
2. McManimon Scotland Bauman
3. Decotiis, Fitzpatrick, Cole & Giblin, LLP

**WHEREAS**, a three member evaluation committee reviewed the proposals and two of the evaluators gave McManimon Scotland Bauman the highest score; and,

**WHEREAS**, as a result, the evaluation committee has determined that McManimon Scotland Bauman is the most qualified firm to provide effective and efficient legal services to the City, cost and other factors considered; and,

**WHEREAS**, the Administration recommends awarding a contract to McManimon Scotland Bauman for legal services as Public Utilities Counsel to the City, for the term of February 1, 2017 through January 31, 2018, in the amount of \$50,000.00.

**NOW THEREFORE, BE IT RESOLVED**, that a contract is hereby awarded to McManimon Scotland Bauman to represent the City as Special Legal Counsel- Public Utilities Counsel for a term to commence February 1, 2017 and expire January 31, 2018, for a not to exceed amount of Fifty Thousand Dollars (\$50,000.00); and:

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

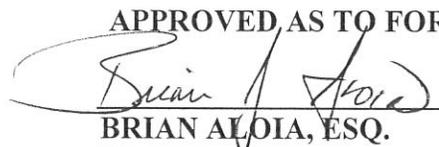
- purpose of this resolution.
4. The mayor, or her designee, is hereby authorized to execute an agreement as outlined herein with:

McManimon Scotland Bauman  
 75 Livingston Avenue  
 Roseland, New Jersey 07068

**Meeting date: February 1, 2017**

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:**  
  
 \_\_\_\_\_  
**STEPHEN D. MARKS**  
**BUSINESS ADMINISTRATOR**

**APPROVED AS TO FORM:**  
  
 \_\_\_\_\_  
**BRIAN ALOIA, ESQ.**  
**CORPORATION COUNSEL**

**CERTIFICATION OF FUNDS**

RESOLUTION TITLE:

RESOLUTION TO AWARD A ONE YEAR CONTRACT TO MCMANIMON SCOTLAND BAUMAN TO SERVE AS PUBLIC UTILITIES COUNSEL IN THE NOT TO EXCEED AMOUNT OF \$50,000.00

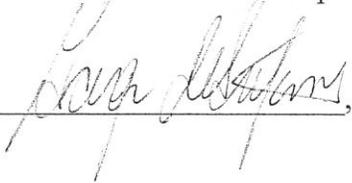
AMOUNT TO BE CERTIFIED:

\$50,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$50,000.00 is available in the following appropriation: \$25,000.00 from 7-01-20-156-020 in the temporary CY2017 appropriation; and I further certify that, immediately upon adoption of the CY2017 final budget, I will certify the remaining \$25,000.00 from 7-01-20-156-020; 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 CY2017 temporary appropriation and/or budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

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Batch Id: GDS      Batch Date: 02/01/17      Batch Type: Standard

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Account No. Account Description	Type	Entry Description	Amount	Seq
7-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO Cert for meeting 02/01/17 Mcmanimon	25,000.00	1

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Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	7-01	0.00	0.00	0.00	0.00	0.00	25,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	25,000.00

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	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	25,000.00
Total:	1	25,000.00

There are NO errors in this listing.

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	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	25,000.00

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Batch: GDS      Updated Entries:    1    Updated Amount:    25,000.00    Ref Num:    4663

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**CITY OF HOBOKEN**  
**Office of Corporation Counsel**

**DAWN ZIMMER**  
Mayor



**BRIAN ALOIA**  
Corporation Counsel

To: Mayor Zimmer  
Brian Aloia  
Stephen Marks  
Al Dineros

From: Scott DeRosa, Esq.

Re: Evaluation Results for: Special Counsel – Public Utilities Counsel to the City of Hoboken  
RFP 17-01

Date: January 27, 2017

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Please be advised, that as of January 27, 2017, all evaluations for: Public Utilities Counsel to the City of Hoboken RFP 17-01 were received in the Law Department and reviewed. The evaluation results were as follows:

	Riker Danzig	McManimon Scotland Bauman	Decotiis
Juan Melli	108	110	109
Patrick Wherry	110	99	105
Brian Aloia	98	99	98
Totals	316	308	312

The administration is hereby authorized to review the above evaluation results and proceed to contract for the above services in accordance therewith. Thank you.

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

CC 2

AT A MEETING HELD ON: FEB 01 2017

*James J. Sarnia*

SPONSORED BY:  
SECONDED BY:

*[Signature]*  
*[Signature]*

CITY CLERK

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

**RESOLUTION TO AWARD A ONE YEAR CONTRACT TO SOBEL HAN, LLP FOR LEGAL SERVICES AS THE TENANT ADVOCATE ATTORNEY IN THE NOT TO EXCEED AMOUNT OF \$25,000.00**

**WHEREAS**, service to the City as Special Legal Counsel- Tenant Advocate Attorney is a professional service as defined by N.J.S.A. 40A:11-1 et seq.; and,

**WHEREAS**, the City of Hoboken issued Request for Proposals 17-02 seeking a qualified Tenant Advocate Attorney; and,

**WHEREAS**, one (1) proposal was received from Sobel Han, LLP; and,

**WHEREAS**, the evaluation committee has determined that the proposal submitted by Sobel Han, LLP demonstrates that they are qualified to provide effective and efficient legal services to the City; and,

**WHEREAS**, the Administration recommends awarding a contract to Sobel Han, LLP for legal services as Tenant Advocate Attorney, for the term of January 1, 2017 through December 31, 2017, in the not to exceed amount of \$25,000.00.

**NOW THEREFORE, BE IT RESOLVED**, that a contract is hereby awarded to Sobel Han, LLP to represent the City as Special Legal Counsel-Tenant Advocate Attorney for a term to commence on January 1, 2017 and expire on December 31, 2017, for a total not to exceed amount of **Twenty Five Thousand Dollars (\$25,000.00)**; and:

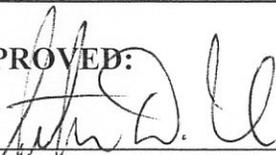
1. The award of this contract is subject to finalization of the contract terms.
2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes 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 with:

Sobel Han, LLP  
120 Sylvan Avenue  
Englewood Cliffs, New Jersey 07632

Meeting date: February 1, 2017

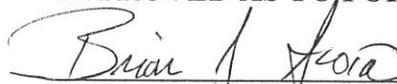
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:



STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AWARD A ONE YEAR CONTRACT TO SOBEL HAN, LLP FOR LEGAL SERVICES AS THE TENANT ADVOCATE ATTORNEY IN THE NOT TO EXCEED AMOUNT OF \$25,000.00

AMOUNT TO BE CERTIFIED:

\$25,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

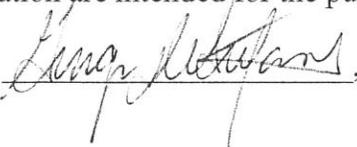
\$6,250.00 from temporary budget: 7-01-20-156-020

\$18,750.00 remaining when full budget is adopted

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$25,000.00 is available in the following appropriation: \$6,250.00 from 7-01-20-156-020 in the temporary CY2017 appropriation; and I further certify that, immediately upon adoption of the CY2017 final budget, I will certify the remaining \$18,750.00 from 7-01-20-156-020; 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 CY2017 temporary

appropriation and/or budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

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Batch Id: GDS      Batch Date: 02/01/17      Batch Type: Standard

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Account No. Account Description	Type	Entry Description	Amount	Seq
7-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO Cert for meeting 02/01/17 Sobel Han	6,250.00	1

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Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	7-01	0.00	0.00	0.00	0.00	0.00	6,250.00
Total of All Funds:		<hr/> 0.00	<hr/> 0.00	<hr/> 0.00	<hr/> 0.00	<hr/> 0.00	<hr/> 6,250.00

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	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	6,250.00
Total:	1	6,250.00

There are NO errors in this listing.

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	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	6,250.00

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Batch: GDS      Updated Entries:    1    Updated Amount:      6,250.00    Ref Num:    4662

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SPONSORED BY:

SECONDED BY:

*Peter H. Cusig*  
*James J. Savino*

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

**RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO  
ENTER INTO A CONFIDENTIALITY AND NON-DISCLOSURE  
AGREEMENT WITH PSE&G PRIOR TO ENTERING INTO A  
LICENSE AGREEMENT FOR THE INSTALLATION OF SECURITY  
CAMERAS ON CERTAIN UTILITY POLES**

**WHEREAS**, the City of Hoboken desires to place a security camera on Utility Pole #467, on Harrison Street for Block 12/Southwest Park; and,

**WHEREAS**, this utility pole is solely operated by PSE&G; and,

**WHEREAS**, prior to entering into a license agreement with PSE&G for the use of this utility pole, PSE&G requires that the City enter into the attached Confidentiality & Non-Disclosure Agreement; and,

**WHEREAS**, therefore, the City recommends entering into the attached Confidentiality and Non-Disclosure Agreement with PSE&G to allow the City to the enter into a license agreement with PSE&G to utilize the utility poles for placement of the desired security camera.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the City of Hoboken is hereby authorized to enter into the attached Confidentiality & Non-Disclosure Agreement with PSE&G, or an agreement that is substantially similar with no substantive changes; and:

1. The above recitals are incorporated as if fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to realize the intent and purpose of this resolution.
3. This resolution shall be effective immediately.

**Meeting date: February 1, 2017**

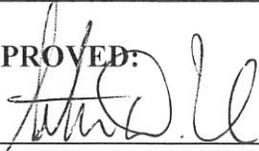
**A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 01 2017**

*James J. Savino*

**CITY CLERK**

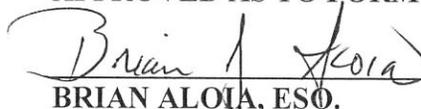
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

APPROVED:



STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (hereinafter the "Agreement") is entered into as of \_\_\_\_\_, 201\_\_ by and between Public Service Electric and Gas Company ("PSE&G") a New Jersey corporation with offices located at 80 Park Plaza, Newark, New Jersey 07102, and The City of Hoboken ("Hoboken"), a municipal government with offices located at 94 Washington Street, Hoboken, New Jersey 07030. PSE&G and Hoboken are hereinafter sometimes individually referred to as a "Party" or, collectively, as the "Parties."

WHEREAS, the Parties have expressed an interest in entering into one or more potential business transactions or relationships ("Business Relationship") with each other, and;

WHEREAS, the Parties, for their mutual benefit, and with their mutual objective to provide adequate protection and safeguards, may exchange and disclose certain Confidential Information (as hereinafter defined) to each other while exploring the possibility of a Business Relationship:

NOW, THEREFORE, in return for good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term "Confidential Information" means information disclosed by a Party to the Other Party, including, but not limited to: business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to a Party's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media (collectively, "Notes") made by a Party or its employees, agents or servants with respect to such Confidential Information.
2. A Party who receives Confidential Information from the other Party shall abide by the terms and conditions of this Agreement. A Party who receives Confidential Information from the other Party shall hold said Confidential Information in confidence and not disclose it to any third parties except that Confidential Information may be disclosed to those individuals within the receiving Party's organization on a "need-to-know basis", provided that said third parties agree to keep said information confidential.
2. Confidential Information shall be subject to the restrictions hereof if it is in oral, written, visual and/or electronically retrievable form, as well as any physical samples thereof, or other tangible form.
3. The term "Confidential Information" shall not include information which at the time of receipt: (a) was already demonstrably in the public domain; (b) was already rightfully possessed by the receiving Party; (c) was available on a non-confidential basis prior to receipt (provided the source is not known to be itself bound by an applicable, effective confidentiality or similar agreement); (d) had entered the public domain without any breach or fault of a Party; or (e) is developed independently by either Party as evidenced by the developing Party's documentation made in the ordinary course of business.
4. If the receiving Party is required to disclose Confidential Information pursuant to law or the legal process of any court, governmental agency or stock exchange, the receiving Party shall (to the extent permitted) first notify the disclosing Party and, if practicable, afford the disclosing Party (at its own expense) the opportunity to seek a protective order related to any such disclosure and, provided further,

that the receiving Party will furnish only that portion of the Confidential Information that it is legally required to disclose and will exercise commercially reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

5. All written Confidential Information shall remain the property of the disclosing Party and immediately upon (i) the decision by either Party not to proceed further with consideration of the Business Relationship or (ii) a request by the disclosing Party at any time (which will be effective upon receipt, or three days after being mailed first class prepaid postage to the receiving Party), the receiving Party will turn over to the disclosing Party all Confidential Information of the disclosing Party and all Notes containing any such Confidential Information and any and all copies or extracts thereof; or, destroy all of the above upon notice to and approval of the disclosing Party. However, such return or destruction will not abrogate the continuing obligation of confidentiality hereunder. *Provided, however,* that the receiving Party's counsel shall be permitted to retain a file copy of the Confidential Information, and all documents, memorandum, notes and other writings whatsoever prepared by the Company, or such representatives, based on any of the information supplied by the disclosing Party; and, *provided further, however,* that any information held in computer, word processing or other such systems shall only be required to destroyed or returned to the extent reasonably practicable.

6. The Parties may disclose the Confidential Information to employees, consultants, employees of affiliates and attorneys on a "need to know" basis, provided that such persons have agreed to adhere to the terms of this Agreement.

7. Neither this Agreement nor the disclosing or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase of products or services by either Party or to enter into the Business Relationship.

8. The laws of the State of New Jersey shall govern this Agreement, except for New Jersey's conflicts of laws provisions that would defeat the application of its substantive laws to this Agreement. Any disputes or lawsuits arising out of or related to this Agreement resulting in litigation shall be litigated in New Jersey or the U.S. District Court for the District of New Jersey.

9. The receiving Party understands and acknowledges that any disclosure or misappropriation of any Confidential Information in violation of this Agreement may cause the disclosing Party irreparable harm, the amount of which would be difficult to ascertain, and therefore agrees that the disclosing Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the disclosing Party shall deem appropriate consistent with this Agreement. Such right of the disclosing Party is in addition to the remedies otherwise available to the disclosing Party at law or equity. Receiving Party expressly waives the defense that the remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the disclosing Party.

10. This Agreement shall be binding on all successors of the Parties.

11. Any one Party's liability under this Agreement shall be limited to the dollar amount of any direct damages that are proven to result from a breach of a Party's obligations under this Agreement. Under no circumstances shall the Parties be liable to each other for any special, incidental, indirect, or consequential loss or damages whatsoever (including lost profits or revenue) for anything arising out of the use, reliance upon, or disclosure of Confidential Information, whether claims for said loss or damages are premised on contract, tort (including negligence) or otherwise.

12. This Agreement constitutes the entire and only agreement between the Parties relating to the confidentiality of information, and supersedes any previous agreements between the Parties with respect thereto.

13. The terms and conditions of this Agreement may not be changed, amended or waived unless in writing signed by both Parties. There are no third party beneficiaries to this Agreement.

14. This Agreement may be executed in counterparts. Each shall be deemed an original, but together shall constitute one and the same instrument.

15. In the event that a transaction or engagement between the Parties is not consummated, the obligations and restrictions contained herein shall continue in full force and effect for a period of two years from the date of this Agreement.

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative, as of the first date written above.

**Public Service Electric and Gas Company**

**The City of Hoboken**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

CD2

FEB 01 2017

SPONSORED BY:  
SECONDED BY:

  
CITY CLERK

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

RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE TERMINATION OF A PRIOR DEED OF EASEMENT FOR PUBLIC OPEN SPACE UPON CERTAIN PARCELS WITHIN THE MONROE CENTER AREA, AN AREA WITHIN THE NORTHWEST INDUSTRIAL AREA OF THE CITY, AND A PRIOR RIGHT OF WAY EASEMENT, IN ORDER TO ACCOMODATE CERTAIN REDEVELOPMENT WHICH WILL RESULT IN THE CONVEYANCE TO THE CITY OF THREE (3) REAL PROPERTIES WHICH SHALL BE DEVELOPED, COLLECTIVELY, AS A 2.0 ACRE PUBLIC PARK, SUBJECT TO THE APPROVAL OF THE COMMISSIONER OF THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

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, by resolutions adopted July 6, 2016, the City Council of the City of Hoboken authorized the execution of Redevelopment Agreements with Monroe Center Hoboken Urban Renewal, LLC and Monroe Investment Group, LLC, respectively (collectively, the "Redevelopment Agreements"), for the redevelopment of certain parcels of property within the Northwest section of the City which had been designated as areas "in need of redevelopment" in accordance with the Act, as follows:

- Block 80, Lot 1.01 and Block 81, Lot 2.01 on the Tax Map of the City of Hoboken, more commonly known as 701 Harrison Street (referred to herein as "Monroe III");
- Block 81, Lot 3.01 (Unit C) on the Tax Map of the City of Hoboken, more commonly known as 700 Monroe Street (referred to herein as "Monroe V");
- Block 74, Lots 3 – 20 on the Tax Map of the City of Hoboken, more commonly known as 605-633 Jackson Street and 628-632 Monroe Street (referred to herein as the "Jackson Street Property");
- Block 81, Lot 3.01 (Unit B) on the Tax Map of the City of Hoboken (referred to herein as "Phase IV");
- Portion of Block 81, Lot 3.01 (Unit A) on the Tax Map of the City of Hoboken, also more commonly known as part of 720 Monroe Street (referred to herein as the "Phase I Sliver");

- Block 81, Lot 3.01 (Unit A) on the Tax Map of the City of Hoboken, also more commonly known as 720 Monroe Street, excluding the Phase I Sliver (referred to herein as “Phase I”) (collectively referred to herein as the “Monroe Center Area,” the “Redevelopment Area” or the “Properties”); and,

**WHEREAS**, the Redevelopment Agreements provide for, *inter alia*, the construction and development of four hundred twenty-four (424) residential units, forty two (42) (i.e. 10%) of which will be deed restricted as affordable units, on Monroe III; no less than four hundred and fifteen (415) on-site parking spaces for residential, commercial and transient uses on Monroe III; development and conveyance of Phase IV to the City for utilization as a public plaza; development and conveyance of Monroe V to the City for utilization as a public park; and development and conveyance of the Jackson Street Property to the City for utilization as a public park, including the construction of an approximately 6,835 square foot gymnasium for use by the public (the “Public Gym”); the improvement of the Phase I Sliver with landscaping and hardscaping to be consistent with the design of the Phase IV improvements; and the installation of robust piping and stone stormwater detention systems to contribute towards the City’s stormwater storage needs during significant rain events under Monroe V, the Jackson Street Property and Phase IV, consistent with the goals of the City’s Rebuild by Design initiatives which are applicable to the Properties; the continued repurposing and rehabilitation of the two (2) former industrial buildings upon Phase I (collectively, the “Buildings”); the development and implementation of a Courtyard (or such plaza) under the catwalk-style suspended bridge which connects the Buildings (the “Bridge”); a certain covenant to continue artistic uses within the Buildings; and the re-establishment of a clear deed of easement for public access to provide ingress and egress between Monroe Street and Eighth Street and the Phase IV public park development, under the Bridge (the “Walkway Area”) and across the Phase I Sliver; and,

**WHEREAS**, certain portions of the Properties were already subject to a certain Deed of Easement for Public Space dated November 30, 2004 and recorded in the Office of the Hudson County Register in Deed Book 7459, Page 69 and re-recorded in Deed Book 7622, Page 276 (“Prior Deed of Easement”) and shown on a Subdivision Plan recorded in the Recorder's Office of Hudson County, New Jersey in Map No. 4002 as well as a Deed of Public Right of Way Easement which was previously granted to the City and was dated November 30, 2004 and recorded in the Office of the Hudson County Clerk in Deed Book 7568, Page 316 (the “ROW Easement”); and,

**WHEREAS**, the Prior Deed of Easement and the ROW Easement (collectively, the “Prior Easements”) were originally implemented as part of a previous redevelopment project known as or referred to as “Village West” which was approved by the Planning Board of the City of Hoboken in or around 2004; and,

**WHEREAS**, the Prior Easements were recorded but Village West was never developed; and,

**WHEREAS**, the terms of the Redevelopment Agreements and the Deeds providing for the conveyances of Monroe V and Phase IV are not wholly consistent with certain terms of the Prior Easements, including with regard to operation and maintenance requirements; and,

**WHEREAS**, the parties acknowledged and agreed that in order to provide for appropriate and adequate public access to complement the future park use of Phase IV and Monroe V; accommodate the projects contemplated by the Redevelopment Agreements; and address certain related title matters, the Prior Easements should be vacated or terminated as more specifically set forth in a resolution of the Hoboken City Council adopted July 6, 2016, a copy of which is attached hereto as **Exhibit A**, entitled Resolution of the City of Hoboken Authorizing the Public Hearings Required by N.J.S.A. 13:8B-1, et seq. for Releasing Certain Portions of a Proper Deed of Easement for Public Open Space upon Certain Parcels Comprising Approximately 4,622 Square Feet within the Monroe Center Area, an Area within the Northwest Industrial Area, and a Right of Way Easement, in Order to Accommodate Certain Redevelopment which will Result in the Conveyance to the City of Three (3) Real Properties which shall be Developed, Collectively, as a 2.0 Acre Public Park and the Re-Establishment of Certain Public Access Areas Comprising Approximately 21,417 Square Feet (the “Public Hearing Resolution”); and,

**WHEREAS**, the Public Hearing Resolution authorized the City to hold a hearing in order to solicit public comments regarding the termination of the Prior Deed of Easement and ROW Easement in compliance with the Conservation Restriction Act, N.J.S.A. 13:8B-1, et seq. (the “Conservation Act”); and,

**WHEREAS**, the public hearing was held on January 12, 2017, at which time no public comments or concerns were offered; and,

**WHEREAS (#11)**, the City had published notices of the hearing in the Jersey Journal on December 22, 2016, December 28, 2016, December 29, 2016, January 4, 2017, January 5, 2017, and January 11, 2017, in accordance with the requirements set forth in the Conservation Act, as set forth in **Exhibit B**; and,

**WHEREAS**, the City Council has confirmed its preliminary conclusion, and in light of the fact that no public comments or concerns regarding the termination have been offered, that the termination of the Prior Easements in exchange for the remediation, development and conveyance of a 2.0 acre public park, and the re-establishment of certain public access areas all as set forth in the Public Hearing Resolution, as well as the other amenities to be provided by the Redevelopment Agreements, is in the best interests and welfare of the residents of the City of Hoboken; and,

**WHEREAS**, accordingly, upon the occurrence of all of the Termination Triggers as set forth in the Public Hearing Resolution, subject to the approval of the Commissioner of the New Jersey Department of Environmental Protection, the City may record a termination of the Prior Easements in their entirety.

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

1. Upon the satisfaction of the requirements set forth in N.J.S.A. 13:8B-1, et seq., including the approval of the Commissioner of the New Jersey Department of Environmental Protection, and upon the occurrence of all of the Termination Triggers, as that term is defined in the Public Hearing Resolution, the Mayor of the City of Hoboken is hereby authorized to execute and record a termination of the Prior Easements in their entirety.

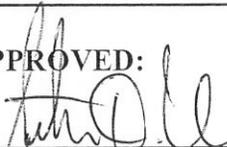
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent, to the extent permitted by law, including providing this Resolution to the New Jersey Department of Environmental Protection with a request for the Commissioner to issue formal approval of the termination of the Prior Easements.

3. This Resolution shall be effective immediately.

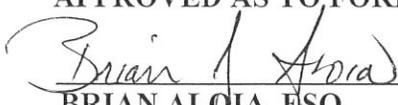
**Meeting date: February 1, 2017**

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	/			

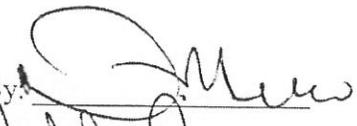
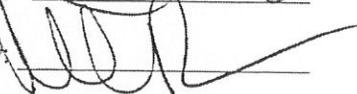
**APPROVED:**

  
 \_\_\_\_\_  
**STEPHEN D. MARKS**  
**BUSINESS ADMINISTRATOR**

**APPROVED AS TO FORM:**

  
 \_\_\_\_\_  
**BRIAN ALOIA, ESQ.**  
**CORPORATION COUNSEL**

CP3

Introduced By:   
Seconded By: 

**CITY OF HOBOKEN  
RESOLUTION NO:**

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE PUBLIC HEARINGS REQUIRED BY N.J.S.A. 13:8B-1, ET SEQ. FOR RELEASING PORTIONS OF A PRIOR DEED OF EASEMENT FOR PUBLIC OPEN SPACE UPON CERTAIN PARCELS COMPRISING APPROXIMATELY 4,622 SQUARE FEET WITHIN THE MONROE CENTER AREA, AN AREA WITHIN THE NORTHWEST INDUSTRIAL AREA, AND A RIGHT OF WAY EASEMENT, IN ORDER TO ACCOMODATE CERTAIN REDEVELOPMENT WHICH WILL RESULT IN THE CONVEYANCE TO THE CITY OF THREE (3) REAL PROPERTIES WHICH SHALL BE DEVELOPED, COLLECTIVELY, AS A 2.0 ACRE PUBLIC PARK AND THE RE-ESTABLISHMENT OF CERTAIN PUBLIC ACCESS AREAS COMPRISING APPROXIMATELY 21,417 SQUARE FEET**

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

WHEREAS (#2), 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 following parcels which are located within the Northwest Industrial Area of the City:

- Block 80, Lot 1.01 and Block 81, Lot 2.01 on the Tax Map of the City of Hoboken, more commonly known as 701 Harrison Street (referred to herein as "Monroe III", identified on the Map attached hereto as Exhibit A, and described in total with more particularity on Exhibit B);

- Block 81, Lot 3.01 (Unit C) on the Tax Map of the City of Hoboken, more commonly known as 700 Monroe Street (referred to herein as "Monroe V" and as identified on the Map attached hereto as Exhibit A, and described in total with more particularity on Exhibit C);

- Block 74, Lots 3 – 20 on the Tax Map of the City of Hoboken, more commonly known as known as 605-633 Jackson Street and 628-632 Monroe Street (referred to herein as the "Jackson Street Property" and as identified on the Map attached hereto as Exhibit A, and described with more particularity on Exhibit D); and

- Block 81, Lot 3.01 (Unit B) on the Tax Map of the City of Hoboken (referred to herein as "Phase IV" and as identified on the Map attached hereto as Exhibit A, and described with more particularity on Exhibit E);

- Portion of Block 81, Lot 3.01 (Unit A) on the Tax Map of the City of Hoboken, also more commonly known as part of 720 Monroe Street (referred to herein as the “Phase I Sliver” and as identified on the Map attached hereto as **Exhibit A**, and described with more particularity on **Exhibit F**); and

- Block 81, Lot 3.01 (Unit A) on the Tax Map of the City of Hoboken, also more commonly known as 720 Monroe Street, excluding the Phase I Sliver (referred to herein as “Phase I” and as identified on the Map attached hereto as **Exhibit A**, and described with more particularity, including the Phase I Sliver, on **Exhibit G**) (collectively referred to herein as the “Monroe Center Area,” the “Redevelopment Area” or the “Properties”); and

**WHEREAS (#3)**, the City of Hoboken (the “City”) desires that the Monroe Center Area be redeveloped in accordance with the Redevelopment Plan for the Northwest Industrial Area, as same may be amended (the “Redevelopment Plan”), and to that end, has authorized the execution of a Redevelopment Agreement with Monroe Center Hoboken Urban Renewal, LLC (“MCHUR”), the owner of Monroe III (the “MCHUR Redevelopment Agreement”), as well as a separate but related Redevelopment Agreement with Monroe Investment Group, LLC (“MIG”), the owner of Phase I and the Phase I Sliver (the “MIG Redevelopment Agreement”); and

**WHEREAS (#4)**, the MCHUR Redevelopment Agreement and the MIG Redevelopment Agreement are collectively referred to herein as the “Redevelopment Agreements”; and

**WHEREAS (#5)**, the MCHUR Redevelopment Agreement provides for, *inter alia*, the construction and development of four hundred twenty-four (424) residential units, forty two (42) (i.e. 10%) of which will be deed restricted as affordable units, on Monroe III; no less than four hundred and fifteen (415) on-site parking spaces for residential, commercial and transient uses on Monroe III; development and conveyance of Phase IV to the City by the owner of Phase IV, Phase 4 Association, LLC, an affiliate of MIG (“Phase IV Owner”), pursuant to a separate agreement between MCHUR and Phase IV Owner (the “Third Party Agreement”) for utilization as a public plaza; development and conveyance of Monroe V by Redeveloper (or Redeveloper’s affiliate) to the City for utilization as a public park; and development and conveyance of the Jackson Street Property by MCHUR’s affiliate to the City for utilization as a public park, including the construction of an approximately 6,835 square foot gymnasium for use by the public (the “Public Gym”); the improvement of the Phase I Sliver with landscaping and hardscaping to be consistent with the design of the Phase IV improvements; and the installation of robust piping and stone stormwater detention systems to contribute towards the City’s stormwater storage needs during significant rain events under Monroe V, the Jackson Street Property and Phase IV, consistent with the goals of the City’s Rebuild by Design initiatives which are applicable to the Properties; and

**WHEREAS (#6)**, the MIG Redevelopment Agreement provides for, *inter alia*, the continued repurposing and rehabilitation of the two (2) former industrial buildings upon Phase I (collectively, the “Buildings”); the development and implementation of a Courtyard (or such plaza) under the catwalk-style suspended bridge which connects the Buildings (the “Bridge”); a certain covenant to continue artistic uses within the Buildings; and the re-establishment of a clear

deed of easement for public access to provide ingress and egress between Monroe Street and Eighth Street and the Phase IV public park development, under the Bridge (the "Walkway Area") and across the Phase I Sliver; and

**WHEREAS (#7)**, the parties to the Redevelopment Agreements acknowledge that the Properties or certain portions thereof are already subject to a certain Deed of Easement for Public Space dated November 30, 2004 and recorded in the Office of the Hudson County Register in Deed Book 7459, Page 69 and re-recorded in Deed Book 7622, Page 276 ("Prior Deed of Easement"), a copy of which is attached hereto as **Exhibit H**, and shown on a Subdivision Plan recorded in the Recorder's Office of Hudson County, New Jersey in Map No. 4002 (the "Subdivision Plan"); and

**WHEREAS (#8)**, the parties to the Redevelopment Agreements also acknowledge that in addition, a Deed of Public Right of Way Easement, a copy of which is attached hereto as **Exhibit I**, was previously granted to the City and was dated November 30, 2004 and recorded in the Office of the Hudson County Clerk in Deed Book 7568, Page 316 (the "ROW Easement"); and

**WHEREAS (#9)**, the parties to the Redevelopment Agreements further acknowledge that: the Prior Deed of Easement, as well as the ROW Easement, were originally implemented as part of a previous redevelopment project known as or referred to as "Village West" which was approved by the Planning Board of the City of Hoboken in or around 2004 (the "Approval"); the Approval was contingent upon the implementation of the Prior Deed of Easement; the Prior Deed of Easement, as well as the ROW Easement, were recorded but Village West was never developed and as such, neither the Prior Deed of Easement nor the ROW Easement may be applicable; and

**WHEREAS (#10)**, the Redevelopment Agreement by and between the City and the designated redeveloper for the Village West project was terminated by Resolution of the City Council; and

**WHEREAS (#11)**, the terms of the various documents to be executed by and between the parties regarding the Properties, including the Redevelopment Agreements and the Deeds providing for the conveyance of Monroe V and Phase IV, are not wholly consistent with certain terms of the Prior Deed of Easement, particularly with regard to operation and maintenance requirements; and

**WHEREAS (#12)**, finally, the parties acknowledge and agree that in order to provide for appropriate and adequate public access to: complement the future park use of Phase IV and Monroe V; accommodate the projects contemplated by the Redevelopment Agreements; and address certain related title matters, following should occur: the Prior Deed of Easement should be vacated or terminated in phases upon the occurrence of certain triggering events as set forth herein (collectively, the "Termination Triggers"); the ROW Easement should be vacated or terminated in its entirety; and the appropriate and adequate public access should be simultaneously established or re-established, as applicable, also as set forth herein; and

**WHEREAS (#13)**, the Prior Deed of Easement and Subdivision Plan touch upon and concerns the Properties as follows:

- the portion of Monroe III shown as Block 81, Lot 2.01 and that area depicted as the “Former Easement” on the Open Space Plan dated June 3, 2016 attached hereto as **Exhibit J** totaling approximately 19,626 square feet (the “Prior Monroe III Easement”), a small portion of which, comprising approximately 3,580 square feet, the parties acknowledge and agree would not provide any reasonable utility to the public;

- a portion of Monroe V as that parcel is described and depicted on **Exhibits A and C** (the “Prior Monroe V Easement”);

- all of Phase IV as described and depicted on **Exhibits A and E** attached hereto (the “Prior Phase IV Easement”);

- a portion of Phase I as depicted on **Exhibit K** attached hereto (the “Prior Phase I Easement”) and all of the Phase I Sliver as described and depicted on **Exhibits A and F** attached hereto (the “Prior Phase I Sliver Easement”), totaling approximately 6,863 square feet (“collectively, the “Prior Easements”); and

**WHEREAS (#14)**, the Prior Monroe III Easement is intended to be vacated or terminated in total upon the satisfaction of the requirements set forth in N.J.S.A. 13:8B-1, et seq. (the “Conservation Restriction Act”) (the “Monroe III Trigger”) in order to provide for the redevelopment of Monroe III which, pursuant to the MCHUR Redevelopment Agreement, will result in the environmental remediation, development and conveyance of a 2.0 acre public park to the City at no purchase price whatsoever as further described herein and in the MCHUR Redevelopment Agreement; and

**WHEREAS (#15)**, as soon as practical after the requirements of the Conservation Restriction Act have been satisfied, MCHUR shall record a new Deed of Easement for Public Access in the form attached hereto as **Exhibit K** (the “Monroe III Deed of Easement for Public Access”) to re-establish public access over those portions of Monroe III shown as Block 81, Lot 2.01 on the Tax Map of the City of Hoboken and the area within Block 80, Lot 1.01 depicted as the “Proposed Easement” on **Exhibit J**, comprising approximately 16,046 square feet; and

**WHEREAS (#16)**, the Prior Monroe V Easement is intended to be terminated and vacated upon the satisfaction of the requirements set forth in the Conservation Restriction Act together with the transfer of the Deed to the City for Monroe V, as set forth in the MCHUR Redevelopment Agreement, which establishes, *inter alia*, that: the City will utilize Monroe V for purposes of public recreation and conservation; the entirety of Monroe V shall comprise public open space which shall be open to the general public during hours of operation to be established by the City; Monroe V shall be programmable by the City for public events; and the Prior Deed of Easement shall be automatically terminated and vacated in its entirety to the extent that it touches upon and concerns Monroe V (collectively, the “Monroe V Trigger”); and

**WHEREAS (#17)**, the Prior Phase IV Easement is intended to be terminated and vacated upon the satisfaction of the requirements set forth in the Conservation Restriction Act together with the transfer of the Deed to the City for Phase IV, as set forth in the MCHUR Redevelopment Agreement, which establishes, *inter alia*, that: the City will utilize Phase IV for purposes of public recreation and conservation; the entirety of Phase IV shall comprise public open space which shall be open to the general public during hours of operation to be established by the City; Phase IV shall be programmable by the City for public events; and the Prior Deed of Easement shall be automatically terminated and vacated in its entirety to the extent that it touches upon and concerns Phase IV (collectively, the "Phase IV Trigger"); and

**WHEREAS (#18)**, the Prior Phase I Easement is intended to be vacated or terminated upon the satisfaction of the requirements set forth in the Conservation Restriction Act in order to provide for the redevelopment of Phase I as further described herein and in the MIG Redevelopment Agreement and a new Deed of Easement for Public Access will be recorded in the form attached hereto as **Exhibit L** (the "Phase I Deed of Easement for Public Access") (which is also attached to and incorporated by reference in the MIG Redevelopment Agreement) to provide the public with access over the Walkway Area as that area is described with more particularity within **Exhibit L** which recording the parties acknowledge and agree is to be effectuated upon the conveyance of Phase IV to the City, also as set forth in the MIG Redevelopment Agreement (collectively, the "Phase I Trigger"); and

**WHEREAS (#19)**, the Prior Phase I Sliver Easement is intended to be vacated or terminated upon the satisfaction of the requirements set forth in the Conservation Restriction Act in order to provide for the redevelopment of the Phase I Sliver as further described herein and in the MCHUR Redevelopment Agreement and the Phase I Deed of Easement for Public Access will be recorded to provide the public with access over the Phase I Sliver as that area is described with more particularity within **Exhibit L** which recording the parties acknowledge and agree is to be effectuated upon the conveyance of Phase IV to the City, as set forth in the MIG Redevelopment Agreement (collectively, the "Phase I Sliver Trigger"); and

**WHEREAS (#20)**, the recording of the Phase I Deed of Easement will re-establish public access over certain portions of Phase I, as well as over the Phase I Sliver, comprising approximately 5,361 square feet; and

**WHEREAS (#21)**, the City Council has preliminarily concluded, subject to public comment, that the vacation and termination of the Prior Easements, in exchange for the remediation, development and conveyance of a 2.0 acre public park, and the re-establishment of certain public access areas as set forth herein, as well as the other amenities to be provided by the Redevelopment Agreements is in the best interests and welfare of the residents of the City of Hoboken; and

**WHEREAS (#22)**, accordingly, upon the occurrence of all of the Termination Triggers, the City may record a termination of the Prior Deed of Easement in its entirety, as may be necessary and appropriate.

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

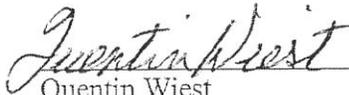
1. The Mayor of the City of Hoboken is hereby authorized to commence the process set forth at N.J.S.A. 13:8B-5 by scheduling the appropriate public hearings and publishing the notice of same accordingly.

2. Upon the satisfaction of the requirements set forth in N.J.S.A. 13:8B-1, et seq. and upon the occurrence of all of the Termination Triggers, as that term is defined herein, the Mayor of the City of Hoboken is hereby authorized to execute and record a termination of the Prior Deed of Easement in its entirety, as may be necessary and appropriate.

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.

**REVIEWED BY:**

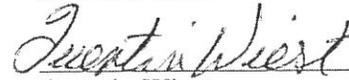
  
 \_\_\_\_\_  
 Quentin Wiest  
 Business Administrator

**APPROVED AS TO FORM:**

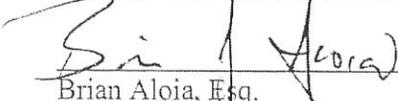
  
 \_\_\_\_\_  
 Brian Aloia, Esq.  
 Corporation Counsel

Meeting date: \_\_\_\_\_

**APPROVED:**

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

**APPROVED AS TO FORM:**

  
 \_\_\_\_\_  
 Brian Aloia, Esq.  
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravi Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher		/		
David Mello	/			
Reuben Ramos Jr.	/			
Michael Russo	/			

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

JUL 06 2015

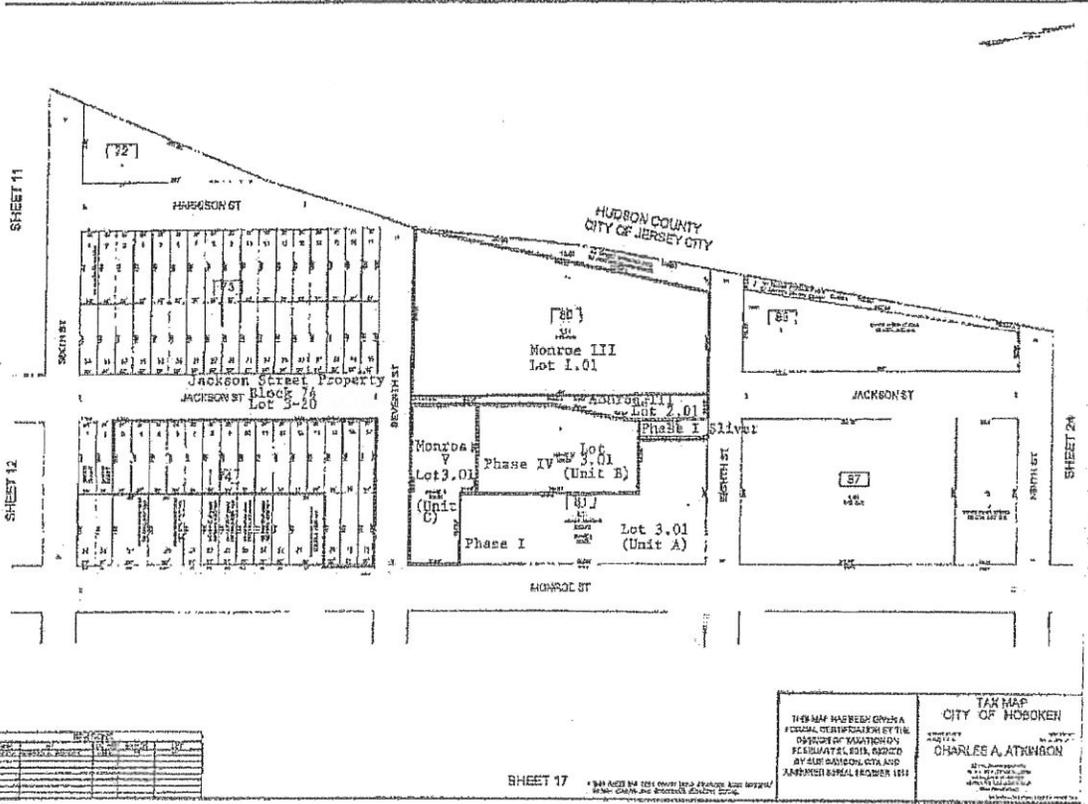
*James J. Sarena*

CITY CLERK

# Exhibit A Map

16

16



16

Lot No.	Area	Owner	Remarks

SHEET 17

THIS MAP HAS BEEN OPENED FOR PUBLIC INSPECTION BY THE OFFICE OF RECORDS AND PLATS, AS REQUIRED BY THE HOBOKEN CITY AND TOWNSHIP LOCAL ORDINANCE 1911.

TAX MAP  
CITY OF HOBOKEN  
CHARLES A. ATKINSON

**Exhibit B**  
**Legal Description of Monroe III**

### LEGAL DESCRIPTION OF MONROE III

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

Parcel 1 (Lot 1.01 Block 80):

Beginning at a point in the southerly line of Eighth Street which point is intersected by the westerly line of Jackson Street, the same as indicated on a map entitled "Final Major Subdivision Block 80, Lot 1-9, 10, 11-19 & 19.1 Block 81, Lot 1.1, 1-24 Block 87, Lot 1-12, 21-32 City of Hoboken Hudson County New Jersey" which map was filed in the Hudson County Register's Office on 02/03/2005 as Map #4002 which point is also distant 221.00 feet westerly from the corner formed by the southerly line of Eighth Street the westerly line of Monroe Street and from thence running:

- 1) North 77 degrees, 17 minutes, 34 seconds West, and along the southerly line of Eighth Street 152.90 feet to a point in the easterly line of Conrail M.S.-N.J. Junction RR Branch, thence;
- 2) South 24 degrees, 48 minutes, 20 seconds West, and along the easterly line of Conrail M.S.-N.J. Junction RR Branch 434.65 feet to a point in the northerly line of Seventh Street, thence;
- 3) South 77 degrees, 17 minutes, 34 seconds East, and along the northerly line of Seventh Street 224.41 feet to a point in the proposed westerly line of Jackson Street as shown on aforementioned map; thence
- 3) North 12 degrees, 34 minutes, 59 seconds East, and along the westerly line of said Jackson Street, 168.21 feet to a point of curvature; thence
- 5) In a general northerly direction along said westerly line of Jackson Street and along a curve to the right with a radius of 208.00 feet, an arc distance of 42.25 feet to a point of tangency; thence
- 6) North 24 degrees, 13 minutes, 20 seconds East, and along said westerly line of Jackson Street, 69.16 feet to a point of curvature; thence
- 7) In a general northerly direction along said westerly line of Jackson Street and along a curve to the left with a radius of 208.00 an arc distance of 42.25 feet to a point of tangency; thence
- 8) North 12 degrees, 34 minutes, 59 seconds East, and along said westerly line of Jackson Street 105.07 feet to the southerly line of Eighth Street and the point and place of Beginning.

Parcel 2 (Lot 2.01 Block 81-New Jackson Street):

Beginning at a point in the southerly line of Eighth Street which point is Intersection by the easterly line of Jackson Street, the same as Indicated a man entitled "Final Major Subdivision Block 80, Lot 1-9 & 19.1 Block 81, Lot 1.1,1-34 Block 87, Lot 1-12, 21-32 City of Hoboken Hudson County New Jersey" which map was filed In the Hudson County Register's Office on 02/03/2005 as #4002, which point is also distant 201.00 feet westerly from the corner formed by the southerly line of Eighth Street and the westerly line of Monroe Street and from thence running:

- 1) North 77 degrees, 17 minutes, 34 seconds West, and along the southerly line of Eighth Street

20.00 feet to a point in the proposed westerly line of Jackson Street as shown on the aforementioned map; thence

- 2) South 12 degrees, 34 minutes, 59 seconds West, along said westerly line of Jackson Street 105.07 feet to a point of curvature; thence
- 3) In a generally southerly direction along said westerly line of Jackson Street along a curve to the right with a radius of 208.00 feet an arc distance of 42.25 feet to a point of tangency; thence
- 4) South 24 degrees, 13 minutes, 20 seconds West, along said westerly line of Jackson Street, 69.16 feet to a point of curvature; thence
- 5) In a generally southerly direction along said westerly line of Jackson Street along a curve to the left with a radius of 208.00 feet an arc distance of 42.25 feet to a point of tangency; thence
- 6) South 12 degrees, 34 minutes, 59 seconds West, along said westerly line of Jackson Street 168.21 feet to a point in the northerly line of Seventh Street; thence
- 7) South 77 degrees, 17 minutes, 34 seconds East, and along the northerly line of Seventh Street 20 feet to a point in the proposed easterly line of Jackson Street as shown on aforementioned map; thence
- 8) North 12 degrees, 34 minutes, 59 seconds East, and along the easterly line of said Jackson Street, 168.25 feet to a point of curvature; thence
- 9) In a general northerly direction along said easterly line of Jackson Street and along a curve to the right with a radius of 188.00 feet, an arc distance of 38.19 feet to a point of tangency; thence
- 10) North 24 degrees, 13 minutes, 20 seconds East, and along said easterly line of Jackson Street 69.16 feet to a point of curvature; thence
- 11) In a general northerly direction along said easterly line of Jackson Street and along a curve to the left with a radius of 228.00 feet an arc distance of 46.32 feet to a point of tangency; thence
- 12) North 12 degrees, 34 minutes, 59 seconds East, and along said easterly line of Jackson Street 105.03 feet to the southerly line of Eighth Street and the point and place of Beginning,

FOR INFORMATION ONLY: Being Lot 1.01, Block 80 and Lot 2.01, Block 81; Tax Map of the City of Hoboken, County of Hudson, State of New Jersey.

BEING the same property described as follows:

(Continued on next page)

18 April 2016  
100492501

**WRITTEN DESCRIPTION  
TAX LOT 1.01 IN BLOCK 80 AND  
TAX LOT 2.01 IN BLOCK 81  
IN THE CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY**

Beginning at a point in the northerly sideline of Seventh Street, 50 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1862 as Map No. 846-K, 51.50 feet wide per survey, where the same is intersected by the easterly sideline of Jackson Street, 20 feet wide as shown on a map entitled "Village West, City of Hoboken, Hudson County, New Jersey," filed in the Hudson County Clerk's Office on February 3, 2005 as Map No. 4002 and as described in Deed Book 7588 at Page 316, lands now or formerly of Monroe Center Hoboken, LLC, described in Deed Book 8988 at Page 694, said point distant 222.56 feet measured westerly along said northerly sideline of Seventh Street from its intersection with the westerly sideline of Monroe Street, 65 feet wide as shown on said Filed Map No. 846-K, and runs, thence:

1. Along the northerly sideline of Seventh Street, North  $77^{\circ}14'27''$  West, a distance of 242.44 feet, to a point in the line of lands of New Jersey Transit; thence
2. Along lands of New Jersey Transit, North  $18^{\circ}14'34''$  East, a distance of 11.60 feet, to a point of non-tangent curvature; thence
3. Continuing along lands of New Jersey Transit, on a non-tangent curve to the left having a radius of 3869.83 feet, an arc length of 423.36 feet, a central angle of  $06^{\circ}16'05''$  and a chord which bears North  $25^{\circ}02'19''$  East, a chord distance of 423.14 feet, to a point in the southerly sideline of Eighth Street, 50 feet wide as shown on said Filed Map No. 846-K; thence
4. Along the southerly sideline of Eighth Street, South  $77^{\circ}14'27''$  East, a distance of 173.52 feet, to a point where the same is intersected by the easterly sideline of Jackson Street as shown on said Filed Map No. 4002; thence
5. Along the easterly sideline of Jackson Street, South  $12^{\circ}42'53''$  West, a distance of 104.81 feet, to a point of curvature; thence
6. Continuing along the easterly sideline of Jackson Street, on a curve to the right having a radius of 228.00 feet, an arc length of 46.32 feet, a central angle of  $11^{\circ}38'21''$  and a chord which bears South  $18^{\circ}32'04''$  West, a chord distance of 46.24 feet, to a point of tangency; thence
7. Continuing along the easterly sideline of Jackson Street, South  $24^{\circ}21'14''$  West, a distance of 69.16 feet, to a point of curvature; thence



**Exhibit C**  
**Legal Description of Monroe V**

## LEGAL DESCRIPTION OF MONROE V

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hoboken, County of Hudson, State of New Jersey:

BEING Known and designated as Unit No. C in the Monroe Commercial Center Condominium, a condominium, together with an undivided 33 1/3% interest in the Common elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations and other provisions as set forth in the Master Deed for Monroe Center Commercial Condominium, dated February 23, 2007, and recorded February 27, 2007, in the Office of the Hudson County Clerk/Register in Deed Book 8141, page 1, as same may now or hereafter be lawfully amended.

BEING further described as follows:

BEING known and designated as a portion of Lot 3.01 in Block 81 as shown on a certain map entitled "Final Major Subdivision Village West, City of Hoboken, Hudson County, New Jersey" duly filed in the Hudson County Register's Office on February 3, 2005 as Map Number 4002, as follows:

BEGINNING at a point being at the intersection of the Westerly sideline of Monroe Street (65 foot Right of Way) and the Northerly sideline of Seventh Street (50 foot Right of Way) and from said beginning point and from thence running

- 1) Along the aforesaid Northerly sideline of Seventh Street, North 77 degrees 17 minutes 34 seconds West, a distance of 222.59 feet to a point in the Easterly sideline of new Lot 2.01 in Block 81; thence
- 2) Along the said Easterly sideline of new Lot 2.01 in Block 81, North 12 degrees 34 minutes 59 seconds East, a distance of 92.89 feet; thence
- 3) South 77 degrees 12 minutes 31 seconds East, a distance of 122.00 feet; thence
- 4) South 12 degrees 47 minutes 29 seconds West, a distance of 21.08 feet; thence
- 5) South 77 degrees 24 minutes 49 seconds East, a distance of 100.83 feet to the aforesaid Westerly sideline of Monroe Street; thence
- 6) Along the said Westerly sideline of Monroe Street, South 12 degrees 42 minutes 26 seconds West, a distance of 71.84 feet to the point and place of BEGINNING.

The above description is drawn in accordance with a survey made by Koestner Associates,  
Professional Engineers and Land Surveyors, Hackensack, New Jersey dated December 20, 2006.

NOTE FOR INFORMATION ONLY: Being Lot(s) 3.01 (Unit C), Block 81, Tax Map of the  
City of Hoboken, County of Hudson, State of New Jersey

BEING the same property described as follows:

(Continued on next page)

18 April 2016  
100492501

**WRITTEN DESCRIPTION  
TAX LOT 3.01 UNIT C IN BLOCK 81  
IN THE CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY**

Beginning at the intersection of the westerly sideline of Monroe Street, 65 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1862 as Map No. 846-K, with the northerly sideline of Seventh Street, 50 feet wide as shown on said Filed Map, 51.50 feet wide per survey, and runs, thence:

1. Along the northerly sideline of Seventh Street, North  $77^{\circ}14'27''$  West, a distance of 222.56 feet, to its intersection with the easterly sideline of Jackson Street, 20 feet wide as shown on a map entitled "Village West, City of Hoboken, Hudson County, New Jersey," filed in the Hudson County Clerk's Office on February 3, 2005 as Map No. 4002 and as described in Deed Book 7568 at Page 316, lands now or formerly of Monroe Center Hoboken, LLC, described in Deed Book 8988 at Page 694; thence
2. Along the easterly sideline of Jackson Street and lands of Monroe Center Hoboken, LLC, North  $12^{\circ}42'53''$  East, a distance of 93.14 feet, to a point where the same is intersected by the division line between Unit B and Unit C of Monroe Commercial Center Condominium, described in Deed Book 8141 at Page 1; thence
3. Along the division line between Unit B and Unit C, South  $77^{\circ}04'37''$  East, a distance of 122.00 feet, to a point in the line of Unit A of Monroe Commercial Center Condominium; thence
4. Along Unit A, South  $12^{\circ}55'23''$  West, a distance of 21.08 feet, to a point; thence
5. Continuing along Unit A, South  $77^{\circ}16'55''$  East, a distance of 100.69 feet, to a point in the westerly sideline of Monroe Street; thence
6. Along the westerly sideline of Monroe Street, South  $12^{\circ}45'33''$  West, a distance of 71.78 feet, to the Point of Beginning.

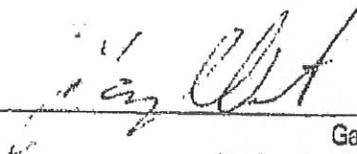
Enccompassing an area of 18,558 sq. ft. or 0.42604 acre, more or less

This description is prepared in accordance with a plan entitled "Boundary & Topographic Survey, Monroe Center III, Block No. 74, Lot Nos. 3 through 20, Block No. 80, Lot No. 1.01,

Written Description  
Block 81, Lot No. 3.01 Unit C  
City of Hoboken  
Hudson County, New Jersey

18 April 2016  
Page 2 of 2

Block No. 81, Lot Nos. 2.01 & 3.01 C000B & C000C, City of Hoboken, Hudson County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., Parsippany, New Jersey, Job No. 100492501, dated 28 July 2015, Drawing Nos. VT-101, VT-102 and VT-103.

  
4-18-16  
Gary A. Veenstra  
Professional Land Surveyor  
New Jersey License No. 24GS03721300  
NJ Certificate of Authorization No. 24GA27996400

\\langan.com\c:\data\p\100492501\survey data - 100492501\office data\c:\data\p\100492501\survey data\block 81 lot 3.01 unit c (moores v) 2015-04-18.docx

**LANGAN**

**Exhibit D**  
**Legal Description of the Jackson Street Property**

## LEGAL DESCRIPTION OF JACKSON STREET PROPERTY

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

### Tract I:

On a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November, 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York" and duly filed in the Office of the Clerk (now Register) of the said County of Hudson, are known and designated as Lots Numbered Fifteen (15), Sixteen (16) and Seventeen (17) in Block Numbered Seventy-four (74) as laid down on said map.

Being more commonly known as #629, 631 and 633 Jackson Street, Hoboken, New Jersey.

### Second Parcel

All that certain lot, tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the City of Hoboken, County of Hudson and State of New Jersey, which on a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November, 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York." and duly filed in the office of the Clerk (now Register) of said County of Hudson, is known and distinguished as lot number Eighteen (18) in Block Seventy-four (74), is bounded and described as follows:

Beginning at the southwest corner of Seventh and Monroe Streets, at the intersection of said Monroe and Seventh Streets, running thence west or nearly so along the southerly line of Seventh Street on hundred (100) feet (100' 0"); thence south or nearly so along the center line of said block seventy-four (74) twenty-five (25) feet to the northerly line of lot number nineteen (19) in said block; thence east or nearly so along the northerly line of lot nineteen (19), one hundred feet (100' 0") to the westerly side of Monroe Street; thence along the westerly side or line of Monroe Street, twenty-five (25' 0") feet in a northerly direction to the point or place of beginning.

### Also

All those tracts or parcels of land and premises, hereinafter particularly described, situate, lying and being in the City of Hoboken, County of Hudson and State of New Jersey, more particularly described as follows:

Lot Numbered twenty (20) Block Seventy-four (74) on the Official Assessment Map of the City of Hoboken, which is known and designated upon a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November, 1860 by Daniel Ewen, Austin D. Ewen, City

Surveyors, New York." and duly filed in the Office of the Clerk (now Register) of Hudson County as lot numbered twenty (20) in Block numbered seventy-four (74).

Also all that certain lot, tract or parcel of land and premises, situate, lying and being in the City of Hoboken, in the County of Hudson, and State of New Jersey, known as Lot Numbered Nineteen (19) in Block Seventy-four (74) on the Official Assessment Map of the City of Hoboken which on a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York" duly filed in the Office of the Clerk (now Register) of said County of Hudson is known and designated as lot Number Nineteen (19) in Block Seventy-four (74) and which is bounded and described as follows:

Beginning at a point on the westerly side of Monroe Street Twenty-five (25') from the Southwest corner of Seventh and Monroe running thence (a) Westerly and parallel with Seventh Street, one hundred feet (100'), thence (b) Southerly and parallel with Monroe Street twenty-five (25') feet and thence (c) Easterly and parallel with Seventh Street One Hundred Feet (100') and thence (d) Northerly and along the Westerly side of Monroe Street twenty-five (25') feet to the point and place of beginning.

All of the foregoing tracts being more commonly known by Street numbers 628, 630, 632 Monroe Street, Hoboken, New Jersey.

Tract II:

On a certain map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York" on file in the Office of the Clerk (now Register) of Hudson County, aforesaid, as lots numbered three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11) and twelve (12) in block number seventy-four (74).

Being commonly known as 605-23 Jackson Street, Hoboken, New Jersey.

Tract III:

Known as Lots No. 13 and 14, in Block No. 74, on the official assessment map of the City of Hoboken, which on a map entitled "Map of property situate at Hoboken, Hudson County, New Jersey, belonging to the Estate of John G. Coster, deceased, surveyed and laid out into lots November 1860 by Daniel Ewen and Austin D. Ewen, City Surveyors, New York" and duly filed in the office of the Clerk (now Register) of said County of Hudson, N.J. and being known and designated as lots number thirteen (13) and fourteen (14) in block number seventy-four (74), together with all of the right, title and interest of the Grantor in and to the building, structures and improvements thereon, together with all easements, if any, and right of access to said property.

Being known as and by the Street Nos. 625-627 Jackson Street, Hoboken, N.J.

NOTE FOR INFORMATION ONLY: Also being Lot(s) 3 thru 20, Block 74 of the Tax Map of

the City of Hoboken, County of Hudson, State of New Jersey.

BEING the same property described as follows:

(Continued on next page)

18 April 2016  
100492501

**WRITTEN DESCRIPTION  
TAX LOTS 3 THROUGH 20 IN BLOCK 74  
IN THE CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY**

Beginning at the intersection of the easterly sideline of Jackson Street, 65 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1862 as Map No. 846-K, with the southerly sideline of Seventh Street, 50 feet wide as shown on said Filed Map, 51.50 feet wide per survey, and runs, thence:

1. Along the southerly sideline of Seventh Street, South  $77^{\circ}14'27''$  East, a distance of 200.00 feet, to its intersection with the westerly sideline of Monroe Street, 65 feet wide as shown on said Filed Map; thence
2. Along the westerly sideline of Monroe Street, South  $12^{\circ}45'33''$  West, a distance of 75.00 feet, to a point where the same is intersected by the division line between Lot 20 and Lot 21 in Block 74 as shown on said Filed Map; thence
3. Along the division line between Lot 20 and Lot 21 in Block 74, North  $77^{\circ}14'27''$  West, a distance of 100.00 feet, to a corner of Lots 14, 15, 20 and 21 in Block 74 as shown on said Filed Map; thence
4. Along the rear line of Lots 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block 74 as shown on said Filed Map, South  $12^{\circ}45'33''$  West, a distance of 300.50 feet, to a corner of Lots 2, 3, 32 and 33 in Block 74 as shown on said Filed Map; thence
5. Along the division line between Lot 2 and Lot 3 in Block 74, North  $77^{\circ}14'27''$  West, a distance of 100.00 feet, to a point in the easterly sideline of Jackson Street; thence
6. Along the easterly sideline of Jackson Street, North  $12^{\circ}45'33''$  East, a distance of 375.50 feet, to the Point of Beginning.

Encompassing an area of 45,050 sq. ft. or 1.03421 acres, more or less

This description is prepared in accordance with a plan entitled "Boundary & Topographic Survey, Monroe Center III, Block No. 74, Lot Nos. 3 through 20, Block No. 80, Lot No. 1.01, Block No. 81, Lot Nos. 2.01 & 3.01 C000B & C000C, City of Hoboken, Hudson County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., Parsippany, New Jersey, Job No. 100492501, dated 28 July 2015, Drawing Nos. VT-101, VT-102 and VT-103.



Gary A. Veenstra  
Professional Land Surveyor  
New Jersey License No. 24GS03721300  
NJ Certificate of Authorization No. 24GA27996400

Langan Engineering and Environmental Services, Inc. 100492501 Written Description for Block 74 Lots 3 thru 20 dated 2016-04-18.docx

**Exhibit E**  
**Legal Description of Phase IV**

### LEGAL DESCRIPTION OF PHASE IV

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hoboken, County of Hudson, State of New Jersey:

BEING Known and designated as Unit No. B in the Monroe Commercial Center Condominium, a condominium, together with an undivided 33 1/3% interest in the Common elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations and other provisions as set forth in the Master Deed for Monroe Center Commercial Condominium, dated February 23, 2007, and recorded February 27, 2007, in the Office of the Hudson County Clerk/Register in Deed Book 8141, page 1, as same may now or hereafter be lawfully amended.

BEING further described as follows:

BEING known and designated as a portion of Lot 3.01 in Block 81 as shown on a certain map entitled "Final Major Subdivision Village West, City of Hoboken, Hudson County, New Jersey" duly filed in the Hudson County Register's Office on February 3, 2005 as Map Number 4002, as follows:

DESCRIPTION OF PROPERTY LOCATED IN THE CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY.

BEGINNING AT A POINT THE FOLLOWING TWO COURSES FROM THE INTERSECTION OF THE WESTERLY SIDELINE OF MONROE STREET AND THE NORTHERLY SIDELINE OF SEVENTH STREET (A) ALONG THE SAID SIDELINE OF SEVENTH STREET, NORTH 77 DEGREES 17 MINUTES 34 SECONDS WEST, 222.59 FEET TO A POINT, (B) NORTH 12 DEGREES 34 MINUTES 59 SECONDS EAST, 92.89 FEET TO A POINT, AND FROM SAID POINT OF BEGINNING RUNNING,

THENCE (1) NORTH 12 DEGREES 34 MINUTES 59 SECONDS EAST, 75.36 FEET TO A POINT;

THENCE (2) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET AN ARC LENGTH OF 38.19 FEET TO A POINT;

THENCE (3) NORTH 24 DEGREES 13 MINUTES 20 SECONDS EAST, 69.16 FEET TO A POINT;

THENCE (4) ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 228.00 FEET AN ARC LENGTH OF 46.32 FEET TO A POINT;

THENCE (5) NORTH 12 DEGREES 34 MINUTES 59 SECONDS EAST, 4.05 FEET TO A POINT;

THENCE (6) SOUTH 77 DEGREES 25 MINUTES 13 SECONDS EAST, 100.33 FEET TO A POINT;

THENCE (7) SOUTH 12 DEGREES 47 MINUTES 29 SECONDS WEST, 231.53 FEET TO A POINT;

THENCE (8) NORTH 77 DEGREES 12 MINUTES 31 SECONDS WEST, 122.00 FEET TO THE POINT AND PLACE OF BEGINNING.

The above description is drawn in accordance with a survey made by Lapatka Associates, Inc., dated December 8, 2013.

NOTE FOR INFORMATION ONLY: Being Lot(s) 3.01 (Unit B), Block 81, Tax Map of the City of Hoboken, County of Hudson, State of New Jersey

BEING the same property described as follows:

(Continued on next page)

18 April 2016  
100492501

**WRITTEN DESCRIPTION  
TAX LOT 3.01 UNIT B IN BLOCK 81  
IN THE CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY**

Beginning at a point where the easterly sideline of Jackson Street, 20 feet wide as shown on a map entitled "Village West, City of Hoboken, Hudson County, New Jersey," filed in the Hudson County Clerk's Office on February 3, 2005 as Map No. 4002 and as described in Deed Book 7568 at Page 316, lands now or formerly of Monroe Center Hoboken, LLC, described in Deed Book 8988 at Page 694, is intersected by the division line between Unit B and Unit C of the Monroe Commercial Center Condominium, described in Deed Book 8141 at Page 1, said point distant the following two courses from the intersection of the northerly sideline of Seventh Street, 50 feet wide as shown on said Filed Map, 51.50 feet wide per survey, with the westerly sideline of Monroe Street, 65 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1862 as Map No. 846-K:

- A. Along the northerly sideline of Seventh Street, North  $77^{\circ}14'27''$  West, a distance of 222.56 feet, to its intersection with the easterly sideline of Jackson Street; thence
- B. Along the easterly sideline of Jackson Street, North  $12^{\circ}42'53''$  East, a distance of 93.14 feet, to the TRUE Point of Beginning, and runs, thence:
  1. Along the easterly sideline of Jackson Street and lands of Monroe Center Hoboken, LLC, North  $12^{\circ}42'53''$  East, a distance of 75.36 feet, to a point of curvature; thence
  2. Continuing along Jackson Street and lands of Monroe Center Hoboken, LLC, on a curve to the right having a radius of 188.00 feet, an arc length of 38.19 feet, a central angle of  $11^{\circ}38'21''$  and a chord which bears North  $18^{\circ}32'04''$  East, a chord distance of 38.13 feet, to a point of tangency; thence
  3. Continuing along Jackson Street and lands of Monroe Center Hoboken, LLC, North  $24^{\circ}21'14''$  East, a distance of 69.16 feet, to a point of curvature; thence
  4. Continuing along Jackson Street and lands of Monroe Center Hoboken, LLC, on a curve to the left having a radius of 228.00 feet, an arc length of 46.32 feet, a central angle of  $11^{\circ}38'21''$  and a chord which bears North  $18^{\circ}32'04''$  East, a chord distance of 46.24 feet, to a point of tangency; thence
  5. Continuing along Jackson Street and lands of Monroe Center Hoboken, LLC, North  $12^{\circ}42'53''$  East, a distance of 4.05 feet, to a point where the same is intersected by the division line between Unit A and Unit B of the Monroe Commercial Center Condominium; thence
  6. Along Unit A, South  $77^{\circ}17'19''$  East, a distance of 100.33 feet, to a point; thence



**Exhibit F**  
**Legal Description of Phase I Sliver**

18 April 2016  
100492501

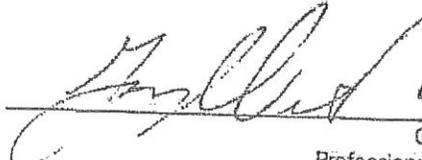
**WRITTEN DESCRIPTION  
PORTION OF UNIT A, TAX LOT 3.01 IN BLOCK 81  
IN THE CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY**

Beginning at a point in the southerly sideline of Eighth Street, 50 feet wide as shown on a map entitled "Map of Property Situate at Hoboken, Hudson County, New Jersey, belonging to The Estate of John G. Coster, Dec'd," filed in the Hudson County Clerk's Office on August 6, 1862 as Map No. 846-K, where the same is intersected by the easterly sideline of Jackson Street, 20 feet wide as shown on a map entitled "Village West, City of Hoboken, Hudson County, New Jersey," filed in the Hudson County Clerk's Office on February 3, 2005 as Map No. 4002 and as described in Deed Book 7568 at Page 316, lands now or formerly of Monroe Center Hoboken, LLC, described in Deed Book 8988 at Page 694, said point distant 200.38 feet measured westerly along said southerly sideline of Eighth Street from its intersection with the westerly sideline of Monroe Street, 65 feet wide as shown on said Filed Map No. 846-K, and runs, thence:

1. Along the southerly sideline of Eighth Street, South  $77^{\circ}14'27''$  East, a distance of 20.83 feet, to a point where the same is intersected by the easterly line of a public open space easement, described in Deed Book 7459 at Page 69 and Deed Book 7622 at Page 276; thence
2. Along the easterly line of said public open space easement and the continuation thereof, through lands of Monroe Investment Group, LLC, known as Unit A in the Monroe Commercial Center Condominium, described in Deed Book 8141 at Page 1, South  $12^{\circ}42'39''$  West, a distance of 100.74 feet, to a point in the division line between Unit A and Unit B of said Monroe Commercial Center Condominium; thence
3. Along said division line, North  $77^{\circ}17'19''$  West, a distance of 20.84 feet, to a point in the easterly sideline of Jackson Street as shown on said Filed Map No. 4002; thence
4. Along the easterly sideline of Jackson Street, North  $12^{\circ}42'53''$  East, a distance of 100.76 feet, to the Point of Beginning.

Encompassing an area of 2,099 sq. ft. or 0.04819 acre, more or less

This description is prepared in accordance with a plan entitled "Boundary & Topographic Survey, Monroe Center III, Block No. 74, Lot Nos. 3 through 20, Block No. 80, Lot No. 1.01, Block No. 81, Lot Nos. 2.01 & 3.01 C000B & C000C, City of Hoboken, Hudson County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., Parsippany, New Jersey, Job No. 100492501, dated 28 July 2016, Drawing Nos. VT-101, VT-102 and VT-103.

  
4-18-16  
Gary A. Veenstra  
Professional Land Surveyor  
New Jersey License No. 24GS03721300  
NJ Certificate of Authorization No. 24GA27996400

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**Exhibit G**  
**Legal Description of Phase I**

## LEGAL DESCRIPTION OF PHASE I

Real property in the City of Hoboken, County of Hudson, State of New Jersey, described as follows:

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Hoboken, County of Hudson, State of New Jersey:

BEING Known and designated as Unit No. A in the Monroe Commercial Center Condominium, a condominium, together with an undivided 33 1/3% interest in the Common elements appurtenant thereto, in accordance with and subject to the terms, conditions, easements, covenants, restrictions, limitations and other provisions as set forth in the Master Deed for Monroe Center Commercial Condominium, dated February 23, 2007, and recorded February 27, 2007, in the Office of the Hudson County Clerk/Register in Deed Book 8141, page 1, as same may now or hereafter be lawfully amended.

BEING further described as follows:

BEING known and designated as a portion of Lot 3.01 in Block 81 as shown on a certain map entitled "Final Major Subdivision Village West, City of Hoboken, Hudson County, New Jersey" duly filed in the Hudson County Register's office on February 3, 2005 as map number 4002.

BEGINNING at a point being at the intersection of the westerly sideline of Monroe Street (65 foot ROW) and the southerly sideline of Eighth Street (50 foot ROW) and from said beginning point and from thence running

- (1) Along the aforesaid southerly sideline of Eighth Street, North  $77^{\circ}17'34''$  West, a distance of 201.00 feet to a point in the easterly sideline of new lot 2.01 in Block 81; thence
- (2) Along the said easterly sideline of new lot 2.01 in Block 81, South  $12^{\circ}34'59''$  West, a distance of 100.98 feet; thence
- (3) South  $77^{\circ}25'13''$  East, a distance of 100.33 feet; thence
- (4) South  $12^{\circ}47'29''$  West, a distance of 252.61 feet; thence
- (5) South  $77^{\circ}24'49''$  East, a distance of 100.83 feet to the aforesaid westerly sideline of Monroe Street; thence
- (6) Along the said westerly sideline of Monroe Street, North  $12^{\circ}42'26''$  East, a distance of 353.16 feet to the point and place of BEGINNING.

All in accordance with a survey prepared by KOESTNER ASSOCIATES, Professional Engineers and Land Surveyors, Hackensack, New Jersey dated December 20, 2006, revised as of January 31, 2007.

**Exhibit H**  
**Prior Deed of Easement**

cc - record and return:  
4/14/04  
GENERAL LAND ABSTRACT CO.  
P.O. Box 827  
Plainboro, NJ 08530-0827

080011357  
RECEIVED  
AND  
RECORDED  
DEC  
07/25/05 12:10P  
BARBARA A. DONNELLY  
HOBOKEN COUNTY  
REGISTER OF DEEDS  
Exhibit No. 25750112

BARBARA A. DONNELLY  
HOBOKEN COUNTY  
REGISTER OF DEEDS  
Receipt No. 237245

APPROPRIATE  
RECORDED  
RECORDED  
RECEIVED

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DEED OF EASEMENT FOR PUBLIC OPEN SPACE

THIS DEED OF EASEMENT FOR PUBLIC OPEN SPACE is made this 10 day of November, 2004 by Monroe Center, LLC, a New Jersey Limited Liability Company having its principal place of business at 720 Monroe Street, C-308, Hoboken, New Jersey 07030 (hereinafter "Grantor"), in favor of the City of Hoboken, a municipal corporation with offices at City Hall, Newark and Washington Streets, Hoboken, New Jersey 07030 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantor is the sole owner in fee simple of certain parcels of real property located in the City of Hoboken, Hudson County, New Jersey known and designated as new Block 80, Lot 1.01 and new Block 81, Lots 2.01 and 3.01 formerly known as Block 80, Lots 1-18 and 19.01 and Block 81, Lots 1-34 and 1.1 as delineated on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey (hereinafter the "Property") which Property is located between 7<sup>th</sup> Street, Monroe Street, 8<sup>th</sup> Street and the adjoining New Jersey Transit property (hereinafter "the Property"); and

WHEREAS, the Grantor sought and has obtained preliminary major site Plan and preliminary major subdivision approval from the City of Hoboken Planning Board on September 3, 2002 for the Property. The Planning Board's approval is conditioned upon the creation of a public open space located on a portion of the "Property" referenced above and more specifically shown on the preliminary site Plans and major subdivision Plan for

RE-RECORD TO INCLUDE SCHEDULES A, B & C AND EXHIBIT A BK#07622 PG#00276

1 ~~BOOKED~~ ~~RECORDED~~

170

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION OR EXEMPTION (c. 45, P.L. 1963)

PARTIAL EXEMPTION (c. 176, P.L. 1975)

To Be Recorded With Deed Pursuant to c. 45, P.L. 1963 as amended by c. 302, P.L. 1991 (N.J.S.A. 45:15-3 (a)(2))

STATE OF NEW JERSEY } SS. COUNTY OF HUDSON

FOR RECORDER'S USE ONLY. Consideration \$, Realty Transfer Fee \$, Date, By.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side) Dependent, Gerard Sadler, being duly sworn according to law upon his/her oath deposes and says that he/she is the Husband of the Grantor in a deed dated November 30, 2004 transferring real property identified as Block No. 60, Lot 447 Lot No. Block 61, Lots 2, 91 and 201 located at Jackson Street, City of Hoboken, County of Hudson and enclosed hereto.

(2) CONSIDERATION (See Instruction #6) Dependent states that, with respect to deed hereto enclosed, the actual amount of money and the redemptory value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantor and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1.00.

(3) FULL EXEMPTION FROM FEE Dependent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 45, P.L. 1963, for the following reason(s): Explain in detail. (See Instruction # 7.) More reference to exemption symbol is not sufficient.

(a) For a consideration of less than \$100.00. (b) It is a municipality of this State.

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to veterans only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #2 and #7)

Dependent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

- A. SENIOR CITIZEN (See Instruction #3)
B. BLIND (See Instruction #4)
C. LOW AND MODERATE INCOME HOUSING (See Instruction #5)
D. DISABLED (See Instruction #6)
E. NEW CONSTRUCTION (See Instruction #7)

Dependent under this Affidavit to induce the County Clerk or Register of Deeds to record the deed was accepted the fee submitted herewith in accordance with the provisions of c. 45, P.L. 1963.

Subscribed and sworn to before me this 30 day of November, 2004. Notary Public of the State of New Jersey

Signature of Dependent: Gerard Sadler, Jr. 333 River Road Hoboken, NJ 07030. Notary: RONRGE CENTER, LLO 720 Monroe Street Hoboken, NJ 07030

Deeds Ann Arborer ID #2857518 Registered Sept 20, 2008

FOR OFFICIAL USE ONLY. Instrument Number, Deed Number, Deed Dated, Book, Page, County, City/Town/Village.

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation, in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

Vilaga West prepared by Paulus, Sokolowski & Sartor dated March 28, 2001, revised August 6, 2003 and the architectural plans prepared by Vijay Kale Architects, P.C. dated March 28, 2001, and revised August 20, 2003 (hereinafter known as the "Plans"); and

WHEREAS, the Grantor's Optionor, Monroe Center Development, L.L.C. was designated as the Redeveloper of the Property pursuant to the City of Hoboken's Northwest Redevelopment Plan by virtue of the Resolution of the Hoboken City Council dated October 4, 2000; and

WHEREAS, the Grantor's Optionor, Monroe Center Development, L.L.C. (hereinafter "Optionor") has entered into a Developer's Agreement with the Mayor and City Council of the City of Hoboken dated June 18, 2001; and

WHEREAS, on March 28, 2001 the Grantor's Optionor filed its request for preliminary site Plan approval and preliminary and final subdivision approval to construct six (6) new buildings as well as the rehabilitation of two (2) existing buildings and the creation of a proposed public open space consisting of 1.285 acres surrounding Jackson Street, which is to be reconstructed and reopened between 7<sup>th</sup> and 8<sup>th</sup> Streets; and

WHEREAS, the Grantor after providing the requisite public notice and after the Planning Board conducted numerous public hearings, received Planning Board approval for the preliminary major subdivision and preliminary major site Plan for the "Property" as set forth on the "Plans"; and

WHEREAS, the public open space area is more particularly described on Schedules "A", "B" and "C" annexed hereto and made a part hereof; and

WHEREAS, the Zone 2 plan for the Northwest Redevelopment Zone contains a provision allowing for programmable public open space, including the cartway for a portion

of Jackson Street to be reopened between 7<sup>th</sup> and 8<sup>th</sup> Streets, which public open space the Planning Board found was easily and obviously accessible to the public and was satisfactorily designed; and

WHEREAS, the Grantor shall have the sole right to determine how to program the open space dedicated herein and to place and use temporary carts, display booths, kiosks and all other equipment necessitated by the various uses in the public open space, which space may be used by the Grantor, its successors and assigns, for events such as, but not limited, to street fairs, art exhibits, craft show, musical performances skating rink and like and similar uses, which Grantor may charge a fee for vendors; and

WHEREAS, the Grantee acknowledges that the Grantor may request permission from the Grantee to temporarily close Jackson Street between 7<sup>th</sup> and 8<sup>th</sup> Streets and the Grantee agrees that it will act expeditiously on the Grantor's requests for permission to close Jackson Street and permission will not be unreasonably withheld. The Grantee acknowledges that the temporary closing of Jackson Street between 7<sup>th</sup> and 8<sup>th</sup> Streets effectuates the public purpose in creating the public open space as set forth in the City's Ordinance creating the Northeast Redevelopment Zone and as set forth in the Planning Board's approval.

WHEREAS, the Grantor herein desires to grant to the Grantee and the general public the rights of public access intended by the City of Hoboken Land Use Ordinance and the City of Hoboken Planning Board in its approval of the Grantor's project known as "Village West".

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration the receipt of which is hereby acknowledged by the Grantor and in

~~BK 107622 PG 10072~~  
3 BK 107622 PG 10072

further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of New Jersey, and the City of Hoboken, the Grantor hereby voluntarily grants, and conveys to the Grantee an Easement in perpetuity dedicating the public open space as set forth on the Plans approved by the City of Hoboken Planning Board for "Village West" as programmable public open space for use by the general public during the hours currently mandated by the City of Hoboken Ordinances and in accordance with the terms and conditions of the approval granted by the City of Hoboken Planning Board.

1. Purpose. It is the purpose of this Deed of Easement For Public Open Space to insure that the portion of the Property as set forth on the Plans as public open space approved by the City of Hoboken's Planning Board remains as programmable open public space and shall be open to the public 365 days of the year, 7 days a week at a minimum between the hours of 7 a.m. to 8 p.m. from May 1 through October 31, and from sunrise to sunset from November 1 through April 30 as currently mandated by the Northwest Redevelopment Plan of the City of Hoboken in accordance with the Ordinances of the City of Hoboken and the terms and conditions of the approval granted by the City of Hoboken's Planning Board. Further, the Grantee/his successors and assigns shall:

(a) Post signs indicating the hours of operation of open space, welcoming the public without restriction.

(b) Be responsible for the maintenance and security of this open space.

2. Rights of Grantee. To accomplish the purpose of the Easement, the following rights are conveyed to Grantee and general public by this Easement:

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- (a) To enter upon the Property for the purpose of using the Property for the passive and active recreation facilities proposed by the Grantor's Optionor and approved by the City of Hoboken Planning Board contained in its Resolution of approval dated September 3, 2002.
- (b) The Grantee shall have the right to require the Grantor and/or its Optionor to complete the public open space no later than Phase IV in its development plan as approved by the City of Hoboken Planning Board.
- (c) The Grantee shall have the right to compel the Grantor and/or its Optionor to develop the public open space as identified in Exhibit A-9 as marked into evidence in the proceedings before the City of Hoboken Planning Board and in accordance with the design of the Project for Public Spaces presented and testified to before the City of Hoboken Planning Board.
- (d) The Grantee shall have the right to compel the Grantor and/or the Optionor to maintain and provide adequate security for the open space described in Exhibit "A".

3. Grantee's Remedies. If Grantee determines that the Grantor is in violation of any of the provisions of this Easement, Grantee shall give written notice to the Grantor of such violation, and demand corrective action sufficient to cure the violation and, where the violation involves damage to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so damaged. If the Grantor fails to cure the violation within thirty (30) days after receipt of

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notice thereof from Grantee, or the Grantor shall fail to begin curing such violation within the thirty (30) day period, and shall fail to continue diligently curing such violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte if necessary, by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of this Easement or damage to the Property protected by this Easement, including, without limitation, damages for the cost(s) of restoration of the Property to the condition that existed prior to any such damage occurring. Without limiting the Grantor's liability therefor, the Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled. The Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

4. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee in the exercise of its rights under this Easement in the event of a breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of its right to enforce the terms of the Easement for any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by

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Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

5. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any damage or injury to the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, or earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Costs and Liabilities. The Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage.

7. Taxes. The Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by any taxing authority having jurisdiction over the Property (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

8. Hold Harmless. The Grantor shall hold harmless, indemnify, and defend Grantee and its members, officers, employees, agents, and contractors and other representatives (collectively the "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any

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property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties.

9. Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation in accordance with applicable law.

10. Assignment. This Easement shall not be assignable except upon the written agreement of the parties.

11. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property. The Grantor further agrees to give written notice to the Grantee of the transfer of any interest in the "Property" at least 30 days prior to the date of such transfer. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12. Estoppel Certificates. Upon request by the Grantor, the Grantee shall, within 30 days, execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of the Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by the Grantor.

13. Notices. Any notice, demand request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served (a) personally; (b) by certified or registered mail, return receipt required;

(c) by overnight delivery by a nationally recognized courier, or (d) by facsimile, followed by a hard copy sent by any method provided by (a) through (c) addressed as follows:

To Grantor: Monroe Center, LLC  
720 Monroe Street, C-308  
Hoboken, New Jersey 07030  
Fax: 201-795-3815

To Grantee: City Clerk  
City of Hoboken  
City Hall  
Newark and Washington Streets  
Hoboken, New Jersey 07030  
Fax: 201-420-2009

14. Recording. Grantor shall record this instrument in a timely fashion in the official records of the Register Hudson County, New Jersey to preserve the Grantee's and Grantor's rights in this Easement and furnish the City Clerk with a recorded copy.

15. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of New Jersey.

(b) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior

discussions, negotiations, understandings or agreements relating to the Easement, all of which are merged herein.

(d) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(e) Successors. The covenants, terms and conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

(f) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

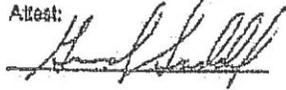
(g) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

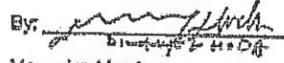
TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

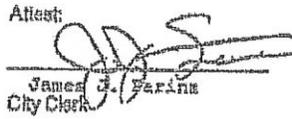
IT WITNESS WHEREOF, Grantor and Grantee have executed this Deed of

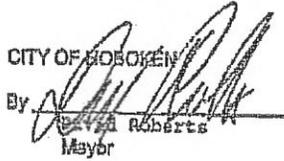
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BK#07622 PG#00266

Easement on the day end year first above written.

Attest:   
James J. Farina  
City Clerk

MONROE CENTER, LLO  
By:   
Managing Member

Attest:   
James J. Farina  
City Clerk

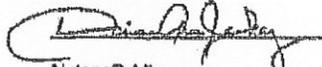
CITY OF ROBOKEN  
By:   
Betsy Roberts  
Mayor

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STATE OF NEW JERSEY  
COUNTY OF HUDSON §

I CERTIFY that on November 22, 2004 Dilawez Hoda personally came before me and this person acknowledges under oath, to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the managing member of Monroe Center, LLC, a Limited Liability Company, the company named in this document; and
- (b) this document was signed and made by the company as its voluntary act and deed by virtue of authority from its members.

  
Notary Public  
State of New Jersey

Dilawez Hoda  
ID #2605715  
Expiration: Sept 28, 2008

ENCLOSURE PAGE 12





PAULINE SCHEIDT AND CARTER  
 Civil Engineers and Surveyors  
 P.O. Box 6028  
 Newark, NJ 07109  
 Tel: 732 650-8700  
 www.pscandc.com

SCHEDULE "A"

Proposed Public Space Easement  
 Portion of Lot 1.01 Block 88  
 City of Hoboken, Hudson County, New Jersey

BEGINNING at a point, said point being the intersection of the southerly right-of-way line of 8<sup>th</sup> Street (59' wide), and the westerly line of proposed Lot 2.01 Block 81 and running the following 5 (five) courses;

1. S 12°34'59" W a distance of 195.07 feet to a point of curvature, thence;
2. Along a curve to the right, having a radius of 208.00 feet, an arc length of 42.25 feet a delta angle of 11°38'22" having a chord that bears S18°24'09"W for a distance of 42.18 feet to a point of tangency, thence
3. S 24°13'20" W a distance of 69.16 feet to a point of curvature, thence
4. Along a curve to the left, having a radius of 208.00 feet, an arc length of 42.25 feet a delta angle of 11°38'22" having a chord that bears S18°24'09"W for a distance of 42.18 feet to a point of tangency, thence;
5. S 12°34'59" W a distance of 155.21 feet to the northerly sideline of 7<sup>th</sup> Street, (59' wide) thence;
6. Along said northerly sideline of 7<sup>th</sup> Street N 77°17'34" W a distance of 22.46 feet to a point, thence;
7. N 12°42'32" E a distance of 84.58 feet to a point, thence
8. N 77°17'28" W a distance of 5.96 feet to a point, thence
9. N 12°42'32" E a distance of 99.86 feet to a point, thence
10. N 24°48'27" E a distance of 147.04 feet to a point, thence
11. N 65°11'33" W a distance of 2.97 feet to a point, thence
12. N 24°48'27" E a distance of 13.83 feet to a point, thence
13. N 65°11'33" W a distance of 18.60 feet to a point, thence

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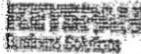
14. N 24°48'27" E a distance of 80.61 feet to a point the southerly right-of-way line of 8<sup>th</sup> Street, thence

15. Along the southerly right-of-way line of 8<sup>th</sup> Street S 77°17'34" E a distance of 20.46 feet the point or place of BEGINNING.

Containing 11,068 square feet or 0.254 acres.

The above area being shown on a plan entitled in part entitled "Final Major Subdivision Block 80, Lot 1-9, 10, 11-19 & 19.1; Block 81, Lot 1.1, 1-34; Block 87, Lot 1-12, 21-32, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski and Sartor Consulting Engineers on March 23, 2001 and last revised on February 11, 2004.

  
Francis C. Weck Jr.  
Professional Land Surveyor  
New Jersey License No. 27190



PAULINE SCHULSTEIN AND SARTON  
 67A Mountain Blvd. Extension  
 P.O. Box 4039  
 Warren, NJ 07059  
 Tel 732.869-8700  
 WWW.PSANDS.COM

SCHEDULE "B"

Proposed Public Space Easement  
 Portion of Lot 3.01, Block 81  
 City of Hoboken, Hudson County, New Jersey

BEGINNING at a point in the southerly right-of-way line of 8<sup>th</sup> Street (50' wide), said point being a common point between the northwesterly corner of Block 81, Proposed Lot 3.01 and the northeasterly corner of Block 81, Proposed Lot 2.01, and running thence;

1. Along the southerly right-of-way line of 8<sup>th</sup> Street S 77°17'34" E a distance of 20.83 feet to a point, thence;
2. S 12°34'45" W a distance of 99.62 feet to a point, thence;
3. S 77°25'13" E a distance of 179.95 feet to a point in the westerly right-of-way of Monroe Street (65' wide), thence;
4. Along the westerly right-of-way of Monroe Street S 12°42'26" W a distance of 53.97 feet to a point, thence;
5. N 77°12'31" W a distance of 106.56 feet to a point, thence;
6. S 12°47'29" W a distance of 179.25 feet to a point, thence;
7. N 77°12'31" W a distance of 89.50 feet to a point, thence;
8. S 12°47'29" W a distance of 92.84 feet to a point in the northerly right-of-way line of 7<sup>th</sup> Street (50' wide), thence;
9. Along the northerly right-of-way line of 7<sup>th</sup> Street N 77°17'34" W a distance of 32.13 feet to a point, thence;
10. Along a common line between Block 81, Proposed Lot 2.01 and Block 81, Proposed Lot 3.01, N 12°34'59" E a distance of 168.25 feet to a point of curvature, thence following five courses along the same common line;

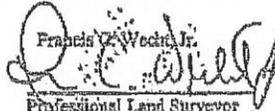
11. On a curve to the right with a radius of 188.00 feet, an arc length of 38.19 feet and who's cord bears N 18°24'09" E a distance of 38.13 feet to a point of tangency, thence;
12. N 24°13'20" E a distance of 69.16 feet to a point of curvature, thence;
13. Continuing along same common line along a curve to the left with a radius of 228.00 feet, an arc length of 46.32 feet and who's cord bears N 18°24'09" E a distance of 46.24 feet to a point of tangency, thence;
14. Continuing across the same, N 12°34'59" E a distance of 105.03 feet to the point and place of BEGINNING.

EXCEPTING there from a parcel for the use of an elevator shaft, described as follows; Beginning at a point, said point distant from the northeasterly corner of Block 81, Proposed Lot 3.01, by the following three courses measure S 12°42'26" W, 99.22 feet, N 77°25'13" W, 35.21 feet, and S 12°47'29" W, 10.12 feet and running thence;

1. S 12°47'29" W a distance of 21.33 feet to a point, thence;
2. N 77°12'31" W a distance of 33.55 feet to a point, thence;
3. N 12°47'29" E a distance of 21.33 feet to a point, thence;
4. S 77°12'31" E a distance of 33.55 feet to the point and place of beginning.

Containing a total area of 36,368 square feet or 0.835 acres.

The above area being shown on a plan entitled in part entitled "Final Major Subdivision Block 80, Lot 1-9, 10, 11-19 & 19.1; Block 81, Lot 1.1, 1-34; Block 87, Lot 1-12, 21-32, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski and Sartor Consulting Engineers on March 28, 2001 and last revised on February 11, 2004

Francis C. Wecht, Jr.  
  
 Professional Land Surveyor  
 New Jersey License No. 27190

BK107622 PG100278



**PAINTER, SCHMIDT AND JANTER**  
 676 Marazion Blvd. Easton  
 P.O. Box 4838  
 Warren, NJ 07058  
 Tel: 732 664-6700  
 www.pasandk.com

**SCHEDULE "C"**

**Proposed Public Space Encasement  
 Lot 2.01 Block 81  
 City of Hoboken, Hudson County, New Jersey**

**BEGINNING** at a point, said point being the intersection of the southerly right-of-way line of 8<sup>th</sup> Street (50' wide), and the westerly line of proposed Lot 3.01 Block 81 and running thence;

1. S 12°34'59" W a distance of 105.03 to a point of curvature, thence;
2. Along a curve to the right, having a radius of 228.00 feet, an arc length of 46.32 feet a delta angle of 11°38'22", having a chord that bears S18°24'09"W for a distance of 46.24 feet to a point of tangency, thence;
3. S 24°13'20" W a distance of 69.16 feet to a point of curvature, thence;
4. Along a curve to the left, having a radius of 188.00 feet, an arc length of 38.19 feet a delta angle of 11°38'22", having a chord that bears S18°24'09"W for a distance of 38.13 feet to a point of tangency, thence;
5. S 12°34'59" W a distance of 168.25 feet to a point of intersection of the same with the northerly right-of-way line of 7<sup>th</sup> Street (50' wide), thence;
6. N 77°17'34" W a distance of 20.00 feet along said northerly right-of-way line of 7<sup>th</sup> Street to a point in the same, thence;
7. Along a proposed lot line between Block 80, proposed Lot 1.01 and Block 81, proposed Lot 2.01 the following 5 (five) courses;
8. N 12°34'59" E a distance of 168.21 feet to a point of curvature, thence;
9. Along a curve to the right, having a radius of 208.0 feet, an arc length of 42.25 feet a delta angle of 11°38'22" having a chord that bears N18°24'09"E for a distance of 42.18 feet to a point of tangency, thence;
10. N 24°13'20" E a distance of 69.16 feet to a point of curvature, thence;

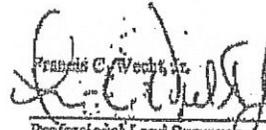
SK 07522 PG 100294

11. Along a curve to the left, having a radius of 208.0 feet, an arc length of 42.25 feet a delta angle of  $11^{\circ}38'22''$  having a chord that bears  $N18^{\circ}24'09''E$  for a distance of 42.18 feet to a point of tangency, thence;
12.  $N 12^{\circ}34'59'' E$  a distance of 105.07 feet to an intersection with the southerly right-of-way line of 8<sup>th</sup> Street (50' wide), thence;
13.  $S 77^{\circ}17'54'' E$  a distance of 20.00 feet along the said southerly right-of-way line of 8<sup>th</sup> Street (50' wide) to the point or place of BEGINNING.

Subject to any easements or restrictions of record that an accurate title searches may disclose

Containing 8,539 square feet or 0.196 acres.

The above here being shown on a plan entitled in part entitled "Final Major Subdivision Block 80, Lot 1-9, 10, 11-19 & 19.1; Block 81, Lot 1.1, 1-34; Block 87, Lot 1-12, 21-32, City of Hoboken, Hudson County, New Jersey" prepared by Paulus, Sokolowski and Sirtor Consulting Engineers on March 28, 2001 and last revised on February 11, 2004.

  
Francis C. Veitch, Jr.  
Professional Land Surveyor  
New Jersey License No. 27190

BK107622 PG0025

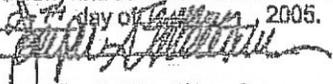
STATE OF NEW JERSEY

§  
COUNTY OF HUDSON

BE IT REMEMBERED, that on this 27 day of January, 2005, before me, Notary public of the State of New Jersey, personally appeared, James J. Farina, City Clerk, who being by me duly sworn, on his oath, deposes and makes proof to my satisfaction, that he is the City Clerk of the City of Hoboken that the execution as well as the making of this instrument, has been duly authorized by a proper Resolution of the governing body of the City of Hoboken; and that the seal affixed to said instrument is the proper seal and was thereto affixed and said instrument signed and delivered by David Roberts, the Mayor of the City of Hoboken, as and for the voluntary act and deed of said City, in the presence of said deponent, who thereupon subscribed his name thereto as attesting witness.

  
James J. Farina  
City Clerk  
City of Hoboken

Sworn and subscribed to Before me this  
27 day of January, 2005.

  
A Notary Public of New Jersey  
Res. Attest by At Large in New Jersey

BK:07622 PG:00294

~~BK107457 PG:00082~~

RLK  
GENERAL LAND ABSTRACT COMPANY  
1 GATEWAY CENTER SUITE 2503  
NEWARK NJ 07102-5311

444964

**Exhibit I**  
**ROW Easement**

Classification	Block	Rate	Exempt Code	F
Courts	0.00	0.00	H.P.H.R.F.	0.00
General	0.00	0.00	Public	0.00
Other	0.00	0.00	Extra	0.00
Julie				0.00

000005435 05/01/2005 10:37A  
 RECEIVED BARBARA A. NOBBELLY  
 AND HUDSON COUNTY  
 RECORDED REGISTER OF DEEDS  
 PREPARED BY  
 Joseph T. Daly, Esq.

**DEED OF PUBLIC RIGHT OF WAY EASEMENT**

3  
 and

This Deed is made on November 30, 2004,

BETWEEN **MONROE CENTER, L.L.C.**, a limited liability company of the State of New Jersey, whose address is 720 Monroe Street, O-300, Hoboken, New Jersey 07030, referred to as the "Grantor", and

AND **CITY OF HOBOKEN**, a Municipal Corporation, whose address is City Hall, Newark and Washington Street, Hoboken, New Jersey 07030, referred to as the "Grantee".

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**Transfer of Ownership.** The Grantor grants and conveys ownership of an easement over the property described below to the Grantee. This transfer is made for the sum of ONE (\$1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION. The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 40:15-1.1) Municipality of Hoboken, Block No. 81, Lot No. 2.01.

**Property.** The property consists of the land and all of the buildings and structures on the land in the City of Hoboken, County of Hudson, and State of New Jersey. The legal description is:

SEE DESCRIPTION ANNEXED as Schedule "A"

It is the intent and purpose of this Deed of Public Right of Way Easement to dedicate the property described in Schedule "A" annexed hereto for use as a public street and road purposes for pedestrian use and for the installation of sanitary sewer improvements, drainage improvements, related subdivision improvements and public utilities.

This easement is being granted in order to comply with the preliminary subdivision and site plan approval granted to Monroe Center Development, L.L.C. by Resolution dated September 3, 2002 for this property and the adjoining properties now known as Block 80, Lot 1.01, Block 81, Lot 2.01 and Lot 3.01 and Block 87, Lot 1.01.

The Grantor and its successors and/or assigns shall be responsible for the repair(s), maintenance, snow plowing, cleaning and control of reopened Jackson Street between Seventh (7<sup>th</sup>) and Eighth (8<sup>th</sup>) Streets in the City of Hoboken. The Grantors shall not be responsible for the maintenance of the existing sanitary sewer line in Jackson Street. The Grantee shall not have any responsibility to repair, maintain or police this section of Jackson Street. The Grantor in the future may request and if the Grantee accepts Title 30 jurisdiction over this section of Jackson Street, then the Grantee shall be authorized to perform all customary and required police functions on this section of Jackson Street. The applicant will ensure that the roadway will have the ability to be closed to vehicular traffic by means of removable bollards.

Copy 90.00 6/4

Proposed Public Space Assessment  
Block 81, Proposed Lot 2.01  
City of Hoboken, Hudson County, New Jersey

*OK  
Lexus  
Jackson  
St.*

The parcel of land hereinafter more particularly described being a proposed ground floor public space assessment being known as Block 81, proposed Lot 2.01 in the City of Hoboken, Hudson County, New Jersey. It is the same parcel as shown on a plan entitled "Major Subdivision Block 80, Lot 1-9, 10, 11-19 & 19.1; Block 81, Lot 1.1, 1-3.4; Block 87, Lot 1-12, 21-32, City of Hoboken, Hudson County, New Jersey" prepared by Paulina Sokolowski and Partner Consulting Engineers on March 28, 2001 and bearing the latest revision date of July 30, 2003.

BEARING at a point in the southeasterly right-of-way line of 8<sup>th</sup> Street (50' wide), said point being a common point between the northwesterly corner of Block 81, proposed Lot 1.01 and the northwesterly corner of Block 81, proposed Lot 2.01, thence along the dividing line between said Block 81, proposed Lot 1.01 and said Block 81, proposed Lot 2.01 the following (five) courses;

1. S 12°34'59" W a distance of 106.03 to a point of curvature, thence;
2. Along a curve to the right having a radius of 228.6 feet, a length of 46.33 feet a delta angle of 11°38'22", having a chord that bears S18°24'09"W for a distance of 46.24 feet to a point of tangency, thence;
3. S 24°12'20" W a distance of 69.16 feet to a point of curvature, thence;
4. Along a curve to the left, having a radius of 188.0 feet, a length of 38.18 feet a delta angle of 11°38'22", having a chord that bears S18°24'09"W for a distance of 38.13 feet to a point of tangency, thence;
5. N 12°34'59" E a distance of 163.25 feet to a point of intersection of the same with the southeasterly right-of-way line of 7<sup>th</sup> Street (50' wide), thence;
6. N 77°10'34" W a distance of 20.00 feet along said southeasterly right-of-way line of 7<sup>th</sup> Street to a point in the same, thence;
7. Along a proposed block line between block 80, proposed lot 1.01 and block 81, proposed lot 2.01 the following (five) courses;
8. N 12°34'59" E a distance of 168.01 feet to a point of curvature, thence;
9. Along a curve to the right, having a radius of 208.0 feet, a length of 42.25 feet a delta angle of 11°38'22" having a chord that bears N18°24'09"E for a distance of 42.14 feet to a point of tangency, thence;

7/26/03  
1824 of 1st Revision.dwg 2/16/03 11:21:41 AM

8K:07568 PG:00817

WALTON CRUZ & ASSOC

- 10. N 24°13'20" E a distance of 69.16 feet to a point of curvature, thence;
- 11. Along a curve to the left, having a radius of 208.0 feet, a length of 42.26 feet a delta angle of 11°39'23" having a chord that bears N15°24'09" E for a distance of 42.18 feet to a point of tangency, thence;
- 12. N 12°34'59" E a distance of 105.07 feet to an intersection with the southerly right-of-way line of 2<sup>nd</sup> Street (50' wide), thence;
- 13. S 77°17'34" E a distance of 20.00 feet along the said southerly right-of-way line of 2<sup>nd</sup> Street (50' wide) to the point or place of BEGINNING.

Containing 8,139 square feet or 0.186 acres.

Francis C. Wacker, Jr.  
*Francis C. Wacker, Jr.*  
 Professional Land Surveyor  
 New Jersey License No. 27180

22/02/05  
 10/23/2005 05:00 123704555

05:00 123704555 PG:0002

MAY 5 2005 2:12PM

The Grantor, its successors and assigns may request permission from the Grantee to close this section of Jackson Street for all vehicular traffic for limited time periods for public events which the Grantor will sponsor in the adjoining public open space throughout the calendar year. The Grantee will not unreasonably withhold permission to temporarily block off this section of Jackson Street when requested by the Grantor its successor(s) and assign(s) for use of this section of Jackson Street for public events, which use was approved by the Planning Board and is a stated purpose for the mandatory reopening of this section of Jackson Street by the City Council of Hoboken in adopting the Redevelopment Plan for the Northwest Industrial Area of the City of Hoboken. Only the Grantor and its successors and assigns shall have the right to request a temporary closure of Jackson Street.

**Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the property other than to place a mortgage on the subject premises. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (except for the making of a mortgage which presently exists on the property).

**Signatures.** The Grantor signs this Deed as of the date at the top of the first page.

Witness:

MONROE CENTER, L.L.C.

Dilraj Hoda  
Dilraj Hoda

By: Gerard Sadbel  
Gerard Sadbel

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

Be it remembered, that on this 10 day of November, 2004, before me, the subscriber a Notary Public of the State of New Jersey, personally appeared Gerard Sadbel, who, being by me duly sworn on his oath, depose and make proof to my satisfaction, that he is a member of Monroe Center, L.L.C., named in the within instrument; authorized to execute this document on behalf of said Limited Liability Company; and that the execution, as well as the making of this instrument, has been duly authorized; and said instrument was signed and delivered by him as and for his voluntary act and deed of said Limited Liability Company, in the presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and Subscribed Before Me,  
this 30 day of November, 2004

Clara J. ...  
Notary Public of  
The State of New Jersey

Dilraj Hoda  
ID #12345678  
Notary Public, NJ, 2008

BK:07568 PG:00219

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION OR EXEMPTION (C-49, P.L. 1968)

PARTIAL EXEMPTION

To Be Recorded With Deed Pursuant to N.J.A.C. 17:27, P.L. 1963 as amended by A. 285, P.L. 1991 and L.E.A. 10/15/05 et seq.

STATE OF NEW JERSEY COUNTY OF HUDSON \$55

FOR RECORDER'S USE ONLY Consideration \$ Realty Transfer Fee \$ Date By

(I) PARTY OR LEGAL REPRESENTATIVE (See Instructions #2, 4 and 5 on reverse side) Dependent Gerard Saddel, bringing duly sworn according to law upon oath before me and sign that he/she is the surviving member of the grantor in a deed dated November 30, 2004 transferring real property identified as Block No. 88, Lot 3.01 Lot No. Block 81, Lots 2.01 and 3.01 located at Jackson Street, City of Hoboken, County of Hudson and annexed hereto.

(II) CONSIDERATION (See Instruction #6) Dependent states that, with respect to deed hereto entered, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the reasonable amount of any prior mortgages to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 4.00

(III) FULL EXEMPTION FROM FEE Dependent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by L. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction # 7.) More reference to exemption symbol is not sufficient.

(a) For a consideration of less than \$150.00. (b) For a non-residential use of this State.

(6) PARTIAL EXEMPTION FROM FEE NOTE: An hour before each recording date, ALL STATES IN APPROPRIATE CAPACITY MUST BE CHECKED. Failure to do so will void deed for partial exemption. (See Instructions #2 and #3)

Dependent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by L. 176, P.L. 1975 for the following reason(s):

- A. SENIOR CITIZEN (See Instruction #8)
B. BLIND (See Instruction #9)
C. LOW AND MODERATE INCOME HOUSING (See Instruction #9)
D. NEW CONSTRUCTION (See Instruction #8)

Dependent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the same herewith in accordance with the provisions of L. 49, P.L. 1968.

Subscribed and sworn to before me this 13th day of November, 2004 Gerard Saddel, Jr. 353 River Road Hoboken, NJ 07030

MONROE CENTER, LLC Name of Grantor 720 Monroe Street Hoboken, NJ 07030 Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY Instrument Number Deed Number Deed Date County Book Date Recorded Page

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director.

DEED OF PUBLIC RIGHT OF WAY EASEMENT

Dated: November , 2004

MONROE CENTER, L.L.C.

Grantor,

TO

CITY OF HOBOKEN,  
a Municipal Corporation,

Grantee

RECORD AND RETURN TO:

WEINER LESNIAK, LLP  
629 Parsippany Road  
P.O. Box 0438  
Parsippany, New Jersey 07054

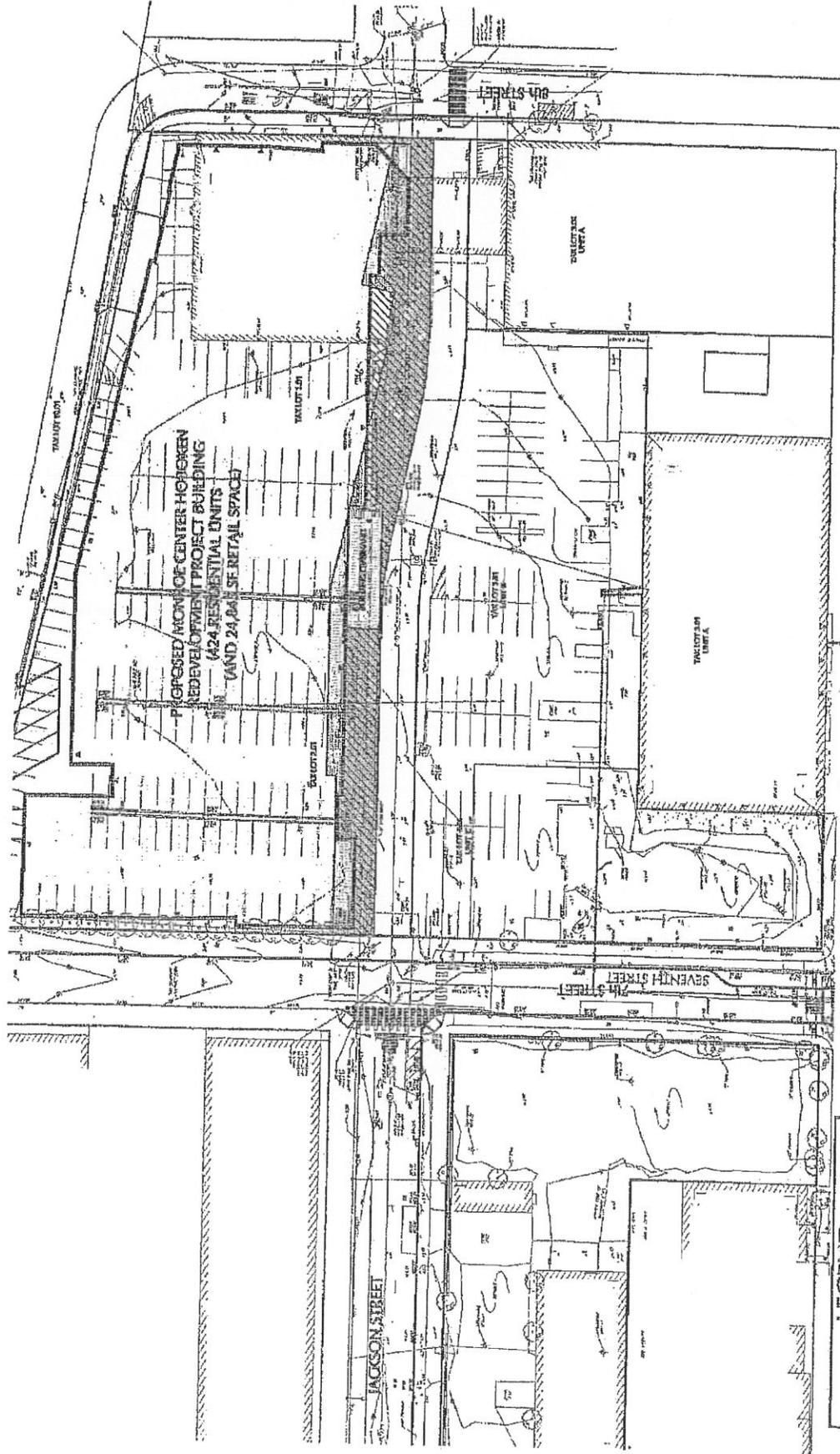
X:\wp\data\ref\nol\ref\17650 Deed of Public Right of Way Easement.JTD 5-8-03.doc  
rev 1/22/04

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BOOK 7568  
PAGE 322-580

**Exhibit J**  
**Open Space Plan, dated June 3, 2016**



PROPOSED MONROE CENTER HOBOKEN  
REDEVELOPMENT PROJECT BUILDING  
(424 RESIDENTIAL UNITS  
AND 24,041 SF RETAIL SPACE)

MONROE CENTER HOBOKEN REDEVELOPMENT PROJECT  
OPEN SPACE PLAN  
3 JUNE 2016



SYMBOL	DESCRIPTION
	PROPOSED EASEMENT (7,507 SF)
	FORMER EASEMENT (11,077 SF)

Record and Return to:

Prepared By:

Greenbaum, Rowe, Smith & Davis LLP  
Metro Corporate Campus One  
P.O. Box 5600  
Woodbridge, New Jersey 07095-0988  
Attn: Jack Fersko, Esq.

\_\_\_\_\_  
Jack Fersko, Esq.

**DEED OF EASEMENT FOR PUBLIC ACCESS**

**THIS DEED OF EASEMENT** is made on this \_\_\_ day of \_\_\_\_\_, 2016, by and between:

**MONROE CENTER HOBOKEN URBAN RENEWAL, LLC**, a Delaware limited liability company, having an address of c/o Bijou Properties, LLC, 1422 Grand Street, Hoboken, New Jersey 07030 (hereinafter referred to as "**Grantor**"); and

**CITY OF HOBOKEN**, a New Jersey municipal corporation, with government offices located at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as "**Grantee**").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property and the improvements located on Block 80, Lot 1.10 and Block 81, Lot 2.01, and commonly known as 701 Harrison Street (collectively, the "**Property**"), as currently shown on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey; and

**WHEREAS**, Grantor's predecessor-in-title, Monroe Center, LLC ("**MC**") executed a Deed of Easement for Public Space in favor of Grantee for purposes of providing public access with regard to the Property as well as additional properties (the "**Monroe Center Easement**") which such Monroe Center Easement, dated November 30, 2004, was recorded in the Office of the Hudson County Register in Deed Book 7459, Page 69 and re-recorded in Deed Book 7622, Page 276 to include schedules, including Schedule B thereto which describes the public access easement encumbering the Property, and was further depicted on filed subdivision plat recorded in the Recorder's Office of Hudson County, New Jersey in Map No. 4002 ("**Map 4002**"); and

WHEREAS, MC also executed a Deed of Public Right of Way Easement from MC to the City dated November 30, 2004 and recorded in the Office of the Hudson County Clerk in Deed Book 7568, Page 316 (the "ROW Easement"); and

WHEREAS, Grantor and Grantee wish to amend, confirm and clarify the location and terms of the Monroe Center Easement encumbering the Property; and

WHEREAS, Grantor and Grantee agree that the ROW Easement shall be terminated and replaced in its entirety by this Deed of Easement for Public Access; and

WHEREAS, Grantor desires to grant to the Grantee and the general public the rights of public pedestrian access between 7<sup>th</sup> Street and 8<sup>th</sup> Street and ingress and egress to certain improvements to be located upon the property designated as Block 81, Lot 3.01 C000B and Block 81, Lot 3.01 C000C as shown on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey (the "Proposed Open Space Development") and as intended by the City of Hoboken Land Use Ordinance.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises, covenants and conditions hereinafter contained, Grantor does hereby grant and convey to Grantee, its successors and assigns forever, and Grantee does hereby accept, the public access easement set forth herein on the terms and conditions herein contained.

1. Grant of Public Access Easement. Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive right of way and easement over, upon and across a portion of the Property, for the purposes of providing public pedestrian access to and egress from the Proposed Open Space Development and between 7<sup>th</sup> Street and 8<sup>th</sup> Street. The public access easement is located and described as set forth on Exhibit A attached hereto and made a part hereof (the "Easement Premises").

2. Maintenance. Grantor, its successors and/or assigns, at Grantor's sole cost and expense, shall maintain the Easement Premises, including with regard to snow and ice removal and all other necessary maintenance.

3. No Dedication. The public access easement is not to be construed as a dedication to the Grantee of the Easement Premises. Furthermore, upon written notice to be provided to the City's Community Development Director, Grantor may close the Easement Premises for limited periods as may be reasonably necessary to perform any repairs or maintenance or to construct improvements which shall be installed in compliance with all applicable legal requirements.

4. Reservation of Rights by Grantor. Subject to the limitations set forth in this Deed of Easement, Grantor shall have the right to use, occupy and enjoy the surface of, the subsurface under, and the air space over the Easement Premises for any lawful purpose which does

not unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by Grantee. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, Grantee hereby agrees that the construction, installation, repair, replacement or maintenance within the Easement Premises of sewer, gas, electric and other utilities and appurtenant facilities, and any other improvements constructed pursuant to any site plan approval for the Property, installed in compliance with all applicable legal requirements, shall not be deemed to unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by Grantee.

5. **Indemnification.** Grantor shall indemnify, defend and hold harmless Grantee, and Grantee's members, officers, agents, contractors and other representatives from and against any and all liability, lawsuits, claims, damages, losses, costs and expenses including, without limitation, reasonable attorneys' fees, court costs and legal expenses arising out of, relating to or resulting from: the negligent, reckless or intentional act or omission of Grantor or Grantor's members, officers, agents, contractors and other representatives, in the maintenance, repair, construction or reconstruction of any improvements, or any other act undertaken with respect to the Easement Premises.

6. **Termination of ROW Easement.** The ROW Easement is hereby terminated and of no further force or effect.

7. **Release of Monroe Center Easement upon the Property.** Except as provided herein with respect to the public access easement over the Easement Premises, the Property, as that term is defined herein, is hereby released from the Monroe Center Easement as described therein and depicted on Map 4002.

8. **Notices.** All notices or other communications required or permitted to be given under this Deed of Easement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail; if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery.

9. **Binding Effect.** The terms, covenants and conditions herein contained shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. **Governing Law.** This Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11. No Other Agreements. This Deed of Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Deed of Easement shall not be modified or terminated except by a written instrument signed by both Grantor and Grantee.

12. Effective Date. This Deed of Easement shall be effective upon the full execution by both Grantor and Grantee.

13. Recording. This Deed of Easement shall be recorded in the Office of the Hudson County Register.

14. Miscellaneous. If any provision of this Deed of Easement is found to be invalid or unenforceable, the remainder of this Deed of Easement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Deed of Easement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Grantor and Grantee have each executed this Deed of Easement as of the date and year first set forth above. Grantee executes this Deed of Easement to acknowledge its consent to the terms and conditions herein contained.

MONROE CENTER HOBOKEN URBAN  
RENEWAL, LLC, a Delaware limited liability  
company

By: Monroe Center Hoboken Venture, LLC, a  
Delaware limited liability company, its Sole  
Member

By: Monroe Center Partner LLC, a Delaware  
limited liability company, its Manager

By:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: David Gaber

Title: Authorized Signatory

CITY OF HOBOKEN, a New Jersey  
municipal corporation,

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

Name: Dawn Zimmer

Title: Mayor

ACKNOWLEDGMENT

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

Be it remembered that on this \_\_\_\_ day of \_\_\_\_\_, 2016, David Gaber personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person executed the attached document as the authorized signatory of Monroe Center Partner, LLC, the manager of Monroe Center Hoboken Venture, LLC, the sole member of Monroe Center Hoboken Urban Renewal, LLC, the entity named in this document as Grantor;

(b) this document was signed and made by the Grantor as its duly authorized and voluntary act and deed; and

(c) the full and actual consideration paid, or to be paid for the within Easement, evidenced by the within Deed, as such consideration is defined in N.J.S.A. 46:15-7 is \$1.00.

\_\_\_\_\_  
Attorney at Law of New Jersey  
or Notary Public

ACKNOWLEDGMENT

STATE OF NEW JERSEY

:  
: SS.

COUNTY OF HUDSON

:

Be it remembered that on this \_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_  
personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person executed the attached document on behalf of the City of  
Hoboken, a New Jersey municipal corporation, the Grantee named in this document;

(b) this document was signed and made by said Grantee as its duly authorized  
and voluntary act and deed; and

(c) the full and actual consideration paid, or to be paid for the within Easement,  
evidenced by the within Deed, as such consideration is defined in N.J.S.A. 46:15-7 is \$1.00.

\_\_\_\_\_  
Attorney at Law of New Jersey  
or Notary Public

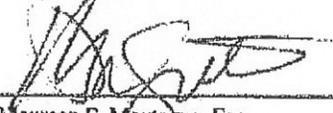
Exhibit A  
Easement Premises



**Exhibit L**  
**Phase I Deed of Easement for Public Access**

Record and Return to:  
Maureen E. Montague, Esq.  
Lowenstein Sandler  
65 Livingston Avenue  
Roseland, New Jersey 07068

Prepared By:

  
Maureen E. Montague, Esq.

**DEED OF EASEMENT FOR PUBLIC ACCESS**

**THIS DEED OF EASEMENT** is made on this \_\_\_ day of \_\_\_\_\_, 2016, by and between:

**MONROE INVESTMENT GROUP, LLC**, a New Jersey limited liability company, having an address at c/o Hershy Weiss, 720 Monroe Street, Hoboken, New Jersey 07030 (hereinafter referred to as "Grantor"); and

**CITY OF HOBOKEN**, a New Jersey municipal corporation, with government offices located at City Hall, 94 Washington Street, Hoboken, New Jersey 07030 (hereinafter referred to as "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property and the improvements located on Block 81, Lot 3.01 C00A (the "Property"), as currently shown on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey; and

**WHEREAS**, Grantor's predecessor-in-title, Monroe Center, LLC executed a Deed of Easement for Public Space in favor of Grantee for purposes of providing public access with regard to the Property as well as additional properties (the "Monroe Center Easement") which such Monroe Center Easement, dated November 30, 2004, was recorded in the Office of the Hudson County Register in Deed Book 7459, Page 69 and re-recorded in Deed Book 7622, Page 276 to include schedules, including Schedule B thereto which describes the public access easement encumbering the Property; and

**WHEREAS**, Grantor and Grantee wish to confirm and clarify the location and terms of the Monroe Center Easement encumbering the Property; and

**WHEREAS**, Grantor and Grantee agree that this Deed of Easement for Public Access shall restate, confirm and clarify that portion of the Monroe Center Easement applicable to the Property; and

WHEREAS, Grantor desires to grant to the Grantee and the general public the rights of public access for ingress and egress to certain improvements to be located upon property designated as Block 81, Lot 3.01 C000B as shown on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey (the "Proposed Open Space Development") and as intended by the City of Hoboken Land Use Ordinance.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises, covenants and conditions hereinafter contained, Grantor does hereby grant and convey to Grantee, its successors and assigns forever, and Grantee does hereby accept, the public access easement set forth herein on the terms and conditions herein contained.

1. Grant of Public Access Easement. Grantor grants to Grantee, and Grantee accepts from Grantor, a non-exclusive right of way and easement over, upon and across the Property, for the purposes of providing public pedestrian access to and egress from the Proposed Open Space Development. The public access easement is located and described as set forth on Exhibit A attached hereto and made a part hereof (the "Easement Premises").

2. Maintenance. Grantor, its successors and/or assigns, at Grantor's sole cost and expense, shall maintain the Easement Premises, including with regard to snow and ice removal and all other necessary maintenance.

3. No Dedication. The public access easement is not to be construed as a dedication to the Grantee of the Easement Premises. Furthermore, upon written notice to be provided to the City's Community Development Director, Grantor may close the Easement Premises for limited periods as may be reasonably necessary to perform any repairs or maintenance or to construct improvements which shall be installed in compliance with all applicable legal requirements.

4. Reservation of Rights by Grantor. Subject to the limitations set forth in this Deed of Easement, Grantor shall have the right to use, occupy and enjoy the surface of, the subsurface under, and the air space over the Easement Premises for any lawful purpose which does not unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by Grantee. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, Grantee hereby agrees that the construction, installation, repair, replacement or maintenance within the Easement Premises of sewer, gas, electric and other utilities and appurtenant facilities, and any other improvements constructed pursuant to any site plan approval for the Property, installed in compliance with all applicable legal requirements, shall not be deemed to unreasonably interfere with or unreasonably threaten the safe, proper or convenient use, occupancy or enjoyment of the Easement Premises by Grantee.

5. Indemnification. Grantor shall indemnify, defend and hold harmless Grantee, and Grantee's members, officers, agents, contractors and other representatives from and against any and all liability, lawsuits, claims, damages, losses, costs and expenses including,

without limitation, reasonable attorneys' fees, court costs and legal expenses arising out of, relating to or resulting from: the negligent, reckless or intentional act or omission of Grantor or Grantor's members, officers, agents, contractors and other representatives, in the maintenance, repair, construction or reconstruction of any improvements, or any other act undertaken with respect to the Easement Premises.

6. Notices. All notices or other communications required or permitted to be given under this Deed of Easement shall be given in writing and delivered personally or mailed by certified or registered mail, postage prepaid, or by a respectable priority delivery service such as Federal Express or UPS, addressed to the address first set forth above. The foregoing addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail; if sent by priority delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery.

7. Binding Effect. The terms, covenants and conditions herein contained shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

8. Governing Law. This Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. No Other Agreements. This Deed of Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Deed of Easement shall not be modified or terminated except by a written instrument signed by both Grantor and Grantee.

10. Effective Date. This Deed of Easement shall be effective upon the full execution by both Grantor and Grantee.

11. Recording. This Deed of Easement shall be recorded in the Office of the Hudson County Register.

12. Miscellaneous. If any provision of this Deed of Easement is found to be invalid or unenforceable, the remainder of this Deed of Easement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Deed of Easement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Grantor and Grantee have each executed this Deed of Easement as of the date and year first set forth above. Grantee executes this Deed of Easement to acknowledge its consent to the terms and conditions herein contained.

**MONROE INVESTMENT GROUP, LLC,**  
a New Jersey limited liability company

By: Mayer Weiss  
Name: Mayer Weiss  
Title: Managing Member

**CITY OF HOBOKEN,** a New Jersey  
municipal corporation,

By: \_\_\_\_\_  
Name: Dawn Zimmer  
Title: Mayor



ACKNOWLEDGMENT

STATE OF NEW JERSEY

:  
: SS.  
:

COUNTY OF HUDSON

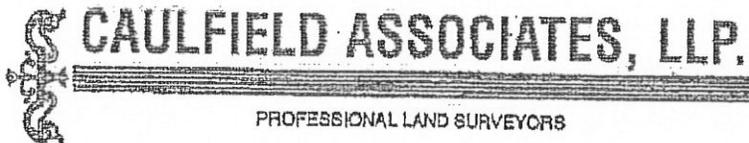
Be it remembered that on this \_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_  
personally appeared before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person executed the attached document on behalf of the City of Hoboken, a New Jersey municipal corporation, the Grantee named in this document;
- (b) this document was signed and made by said Grantee as its duly authorized and voluntary act and deed; and
- (c) the full and actual consideration paid, or to be paid for the within Easement, evidenced by the within Deed, as such consideration is defined in N.J.S.A. 46:15-7 is \$1.00.

\_\_\_\_\_  
Attorney at Law of New Jersey  
or Notary Public

Exhibit A





# CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

192 MADISON STREET  
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 782-0446

FAX: (201) 782-7714

[www.surveyor.nj.com](http://www.surveyor.nj.com)

## DESCRIPTION

### PROPOSED EASEMENT AREA 1 LOT 3.01 C00A, BLOCK 81 HOBOKEN, HUDSON COUNTY, NJ

BEGINNING at a point in the westerly line of Monroe Street, a distance of 110.21 feet southerly from its intersection with the southerly line of Eighth Street, running thence

1. S-12°-42'-26"-W, along the westerly line of Monroe Street, a distance of 33.02 feet to a point, thence
2. N-77°-17'-34"-W, and parallel with Eighth Street, a distance of 100.51 feet to a point, thence
3. N-12°-42'-26"-E, a distance of 33.02 feet to a point, thence
4. S-77°-17'-34"-E, a distance of 100.47 feet to a point in the westerly line of Monroe Street, said point being the point or place of beginning.

Known as part of Lot 3.01, in Block 81, as shown on the Official Tax Assessment Map for Hoboken, Hudson County, New Jersey.



# CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

132 MADISON STREET  
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 782-0446

FAX: (201) 782-7714

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

## DESCRIPTION

PROPOSED EASEMENT AREA 2  
LOT 3.01 C00A, BLOCK 81  
HOBOKEN, HUDSON COUNTY, NJ

BEGINNING at a point in the southerly line of Eighth Street, a distance of 180.65 feet westerly from its intersection with the westerly line of Monroe Street, running thence

1. S-12°-42'-26"-W, a distance of 100.94 feet to a point, thence
2. N-77°-25'-13"-W, a distance of 20.13 feet to a point, thence
3. N-12°-34'-59"-E, a distance of 100.98 feet to a point in the southerly line of Eighth Street, thence
4. S-77°-17'-34"-E, along the southerly line of Eighth Street, a distance of 20.35 feet to a point, said point being the point or place of beginning.

Known as part of Lot 3.01, in Block 81, as shown on the Official Tax Assessment Map for Hoboken, Hudson County, New Jersey.

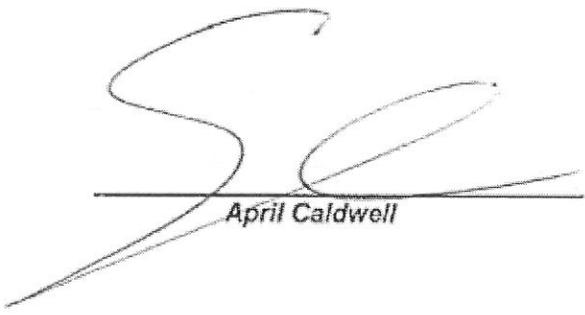
Account # 1147806  
Ad # 4281251

State of New Jersey  
Hudson County

April Caldwell, of full age and being  
duly sworn according to law, on her  
oath deposes and says that she is the  
Accounting Clerk of:

**THE JERSEY JOURNAL**

A newspaper published in Jersey City,  
County and State aforesaid and that a  
notice, a true copy of which is annexed,  
was published in the said newspaper  
on the following date(s): 1/5 & 1/11/17



April Caldwell

Sworn to and subscribed before me  
this 11th day of January, 2017



Notary Public of New Jersey

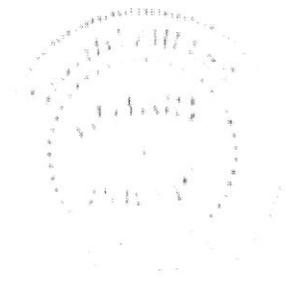
SHAWN MILLER  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 50015502  
My Commission Expires 5/11/2020

City of Hoboken  
County of Hudson  
State of New Jersey

**Public Notice**

Please be advised that in order to provide for the remediation, development and conveyance to the City of Hoboken of a 2.0 acre public park as well as other amenities in the Northwest Industrial Area of the City, and to establish public access to the park areas as set forth in certain Redevelopment Agreements to which the City is a party pursuant to Local Redevelopment and Housing Law, N.J.S.A. 45A:12A-1, et seq., the City is seeking the approval of the Commissioner of the New Jersey Department of Environmental Protection, pursuant to the New Jersey Conservation Restriction and Historic Preservation Restriction Act, N.J.S.A. 13:8B-1 et seq., to terminate the following previously established Deeds of Open Space: (1) Deed of Easement for Public Space dated November 30, 2004 and recorded in the Office of the Hudson County Register in Deed Book 7459, Page 49 and re-recorded in Deed Book 7622, Page 276; and (2) Deed of Public Right of Way Easement dated November 30, 2004 and recorded in the Office of the Hudson County Clerk in Deed Book 7568, Page 316, as each of these Deeds of Open Space touch upon and concern those parcels located in the Monroe Center Area and designated as: Block 80, Lot 1.01 and Block 81, Lot 2.01 referred to as 701 Harrison Street; and Block 81, Lot 3.01 (Units A, B and C) referred to as 706 Monroe Street. The Deeds of Open Space were originally implemented as part of a previous redevelopment project known as "Village West" which was approved by the Planning Board in or about 2004 and which approval was contingent upon the implementation of the Deeds of Open Space. Although the Deeds of Open Space were recorded, Village West was never developed and portions of the public space afforded by the Deeds of Open Space currently offer no reasonable public utility. The termination of the Deeds of Open Space will result in the remediation, development and conveyance of a 2.0 acre public park, as well as other amenities to be provided to the City, and the re-establishment of certain public access areas, all as further set forth in the City's Resolution No. CD3 Authorizing the Public Hearings to Release the Deeds of Open Space which can be viewed on the City's website at: [www.hobokennj.gov/monroe](http://www.hobokennj.gov/monroe) as well as in the Office of the City Clerk located in City Hall, 94 Washington Street, Hoboken, N.J. The City must conduct a public hearing pursuant to N.J.S.A. 13:8B-5 to solicit input from the public. The City will conduct the public hearing on January 12, 2017 at 6:30PM at the Multi-Service Center, located at 124 Grand St, Hoboken, N.J. Written comments may also be submitted to [bforbes@hobokennj.gov](mailto:bforbes@hobokennj.gov).

01/05 & 01/11/17 \$111.40



Account # 1147806  
Ad # 4275492

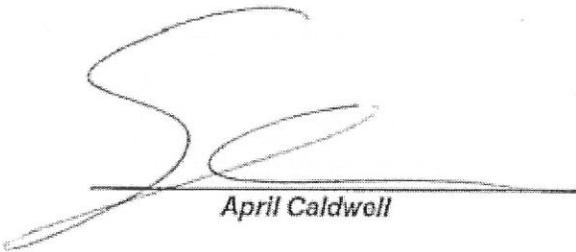
State of New Jersey  
Hudson County

April Caldwell, of full age and being  
duly sworn according to law, on her  
oath deposes and says that she is the  
Accounting Clerk of:

**THE JERSEY JOURNAL**

A newspaper published in Jersey City,  
County and State aforesaid and that a  
notice, a true copy of which is annexed,  
was published in the said newspaper  
on the following date(s):

12/29/16 & 01/04/17



April Caldwell

Sworn to and subscribed before me  
this 4<sup>th</sup> day of JAN, 2017



Notary Public of New Jersey

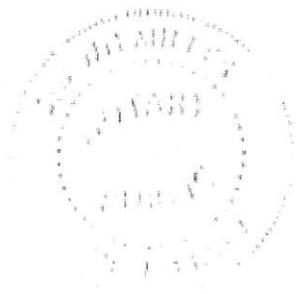
SHAWN MILLER  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 50015502  
My Commission Expires 5/11/2020

City of Hoboken  
County of Hudson  
State of New Jersey

Public Notice

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12/29/16 & 01/04/17 3111.40



Account #

114 7806

Ad #

4275441

State of New Jersey  
Hudson County

Luana Natalicio, of full age and being  
duly sworn according to law, on her  
oath deposes and says that she is the  
Accounting Clerk of:

**THE JERSEY JOURNAL**

A newspaper published in Jersey City,  
County and State aforesaid and that a  
notice, a true copy of which is annexed,  
was published in the said newspaper  
on the following date(s):

12/22 & 12/28/16

  
Luana Natalicio

Sworn to and subscribed before me  
this 28<sup>th</sup> day of DEC, 2016

  
Notary Public of New Jersey

SHAWN MILLER  
NOTARY PUBLIC OF NEW JERSEY  
I.D. # 50015502  
My Commission Expires 5/11/2020

City of Hoboken  
County of Hudson  
State of New Jersey

**Public Notice**

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12/22 & 12/28/16

\$111.00

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

E1

FEB 01 2017

SPONSORED BY: \_\_\_\_\_

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

 \_\_\_\_\_



CITY OF HOBOKEN

CITY CLERK

RESOLUTION NO.: \_\_\_\_\_

**RESOLUTION AWARDING A PROFESSIONAL SERVICE  
CONTRACT TO TURNER CONSTRUCTION FOR  
PRECONSTRUCTION SERVICES FOR THE 9/11 MEMORIAL  
PROJECT**

**WHEREAS**, the City of Hoboken awarded a contract to Jaroff Design for the construction of the 9/11 Memorial; and,

**WHEREAS**, the City of Hoboken has a need to obtain a construction engineering firm to provide construction management services relative to the 9/11 Memorial project; and,

**WHEREAS**, Turner Construction had been working with the City on the 9/11 Memorial project prior to the award of the contract to Jaroff Design; and,

**WHEREAS**, pursuant to Hoboken City Code §20A-4(A), the municipality shall award all contracts or agreements for the provision of professional services on the basis of qualification based, competitive negotiation; and,

**WHEREAS**, §20A-4(H) of the Hoboken City Code allows the City Council to waive part or all of the requirements of §20A-4 by a majority vote of the full Council in the event compliance with part or all of the requirements delineated in §20A-4 is impracticable; and,

**WHEREAS**, the anticipated term of the proposed contract is not to exceed one (1) year; and,

**WHEREAS**, the Administration recommends that the requirements set forth in Hoboken City Code §20A-4 be waived for the contract for construction management services for the 9/11 Memorial project; and,

**WHEREAS**, the Administration further recommends that a non-fair and open contract be awarded to Turner Construction, due to the fact that Turner Construction is familiar with the project and the specifications, and therefore is uniquely qualified to perform construction management services for this project, and soliciting bids from firms with no knowledge of the project would be impracticable; and,

**WHEREAS**, the Administration therefore recommends awarding this service as a non-fair and open contract pursuant to N.J.S.A. 19:44A-20.5 in an amount not to exceed \$14,874.00 and in accordance with the attached proposal dated January 6, 2017, for a term to expire no later than February 1, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken authorizes the Mayor to enter into a non-fair and open contract with Turner Construction, as described herein, for the services described in their attached January 6, 2017 proposal, for a term to expire no later than February 1, 2018, and in the amount of \$14,874.00; and,

**BE IT FURTHER RESOLVED** by a majority of the City Council of the City of Hoboken, voting in full, that the requirements of §20A of the Hoboken City Code are hereby waived relative to this contract; and,

**BE IT FURTHER RESOLVED**, that no minimum payment is implied or guaranteed and the City reserves the right to cancel this Agreement at any time and Turner Construction shall only be paid for the work completed or on a pro-rated amount if payment arrangements are based upon a fixed retainer; and,

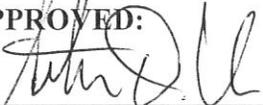
**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately, subject to the following conditions:

1. The terms of Turner Construction's written proposal dated January 6, 2017 shall govern the contract, and no changes may be made without the prior written consent of both parties.
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.

**Meeting date: February 1, 2017**

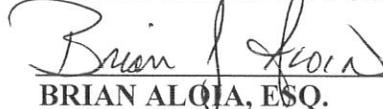
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	//			
Michael DeFusco	//			
James Doyle	//			
Tiffanie Fisher	//			
David Mello	//			
Ruben Ramos, Jr.	//			
Michael Russo	//			
President Jennifer Giattino	/			

**APPROVED:**



**STEPHEN D. MARKS**  
**BUSINESS ADMINISTRATOR**

**APPROVED AS TO FORM:**



**BRIAN ALOJA, ESQ.**  
**CORPORATION COUNSEL**

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO TURNER CONSTRUCTION FOR PRECONSTRUCTION SERVICES FOR THE 9/11 MEMORIAL PROJECT

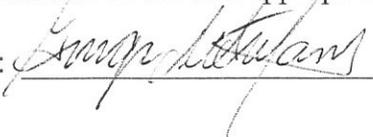
AMOUNT TO BE CERTIFIED:

\$14,874.00

ACCOUNT NUMBER TO CERTIFY FROM: C-04-60-716-320

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$14,874.00 is available in the following appropriation: C-04-60-716-320; 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 CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

---

Batch Id: GDS      Batch Date: 02/01/17      Batch Type: Standard

---

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-716-320 Z-420 SOFT COSTS SECTION 20 NON-FINANCE	Encumbrance	CFO Cert for meeting 02/01/17 turner con	14,874.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	c-04	0.00	0.00	0.00	0.00	0.00	14,874.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	14,874.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	14,874.00
Total:	1	14,874.00

There are NO errors in this listing.

---

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	14,874.00

---

Batch: GDS      Updated Entries:    1    Updated Amount:    14,874.00    Ref Num:    4664

---



Proposal to: Hoboken

Project Location: Hoboken, NJ

PreConstruction Services: Hoboken 9\_11 Memorial

Date of Proposal: Friday, January 6, 2017

Duration in Months: 1.00 Months

Start Preconstruction Services: Friday, January 6, 2017

Complete Preconstruction Services: Wednesday, March 1, 2017

		Jan-2017	Feb-2017	Billable (Hrs / Mo)	Total Hours	Billable Rate (\$)	Estimated Costs
		1	2				
<b>PRECONSTRUCTION SERVICES</b>							
Part 1 - Assist Hoboken with the administration of the procurement of the Glass/Metal Package		✓					
Part 2 - Assist Hoboken with the administration of the procurement of the Site Work/Concrete/Excavation / Site Electric Bid Package			✓				
<b>PROJECT MEETINGS PER MONTH</b>		1	1				
<b>GENERAL EXPENSES</b>							
Misc Reimbursable Expenses		\$200	\$200				\$400
<b>STAFF PARTICIPATION</b>							
<b>Staff Position</b>		%	Hrs	%	Hrs		
<b>ESTIMATING STAFF</b>							
1	Director of Precon / Procurement Attilio Rivetti	3%	5.19	3%	5.19	173 10 \$254	\$2,640
2	Procurement Manager Linda Corso	15%	25.95	20%	34.60	173 61 \$185	\$11,200
<b>SUPPORT STAFF</b>							
1	Financial Support Natalie Ronzo	2%	3.46	2%	3.46	173 7 \$92	\$634
<b>Totals:</b>			35		43	78	
<b>NOTES:</b>							
A Turner to issue one hardcopy and .pdf version of the deliverable as applicable.							Staff Cost \$14,474
B Services based upon descriptions noted above.							General Expense \$400
C Services based upon durations noted above.							Total Lump Sum Precon \$14,874
D Documents to be issued to Turner electronically as 1 complete set.							Total Lump Sum Precon \$14,874
E Proposal is Lump Sum. Payments are due the 1st of each month. Equal payments, based upon Average \$/Month							Avg \$/Mo \$7,436.80
F Travel, Parking, Lodging, Meals not included within the above other than travel to Hoboken							

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

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

PS 1

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

FEB 01 2007

James J. [Signature]  
CITY CLERK

~~A RESOLUTION AUTHORIZING~~ SUBMISSION OF A GRANT  
APPLICATION TO THE US DEPARTMENT OF HOMELAND SECURITY  
(DHS), FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)  
FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY  
RESPONSE (SAFER) GRANT

WHEREAS, the US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities; and,

WHEREAS, the goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Association; and, ~~up to eight (8)~~

WHEREAS, the Administration recommends applying for the salary and benefits reimbursement for ~~(4) four~~ new firefighters; and,

WHEREAS, the SAFER grant will reimburse the city for 75% of salary and benefits costs in years one and two, and 35% in year three; based off the salary and benefits of a first year firefighter; and,

WHEREAS, there is a requirement to maintain staffing levels during the grant period; and,

WHEREAS, the Administration recommends the grant application be reviewed jointly by the Public Safety Subcommittee and the Revenue and Finance Subcommittee; and,

WHEREAS, if the grant is awarded, and after consultation with the Public Safety Subcommittee and the Revenue and Finance Subcommittee, the Administration may recommend to the City Council that the grant award be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Hoboken City Council that the Hoboken Fire Department is authorized to file the SAFER grant application with the US Department of Homeland Security, Federal Emergency Management Administration; and,

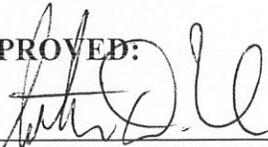
BE IT FURTHER RESOLVED that the Mayor or her designee is authorized to execute the above referenced grant application and all other documents to fulfill the intent of the application, ~~and the City Council ratifies same.~~ *for up to 8 new firefighters*

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

Meeting date: February 1, 2017

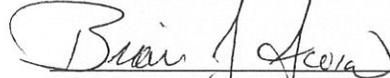
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	✓			
Peter Cunningham	✓			
Michael DeFusco	✓			
James Doyle	✓			
Tiffanie Fisher	✓			
David Mello	✓			
Ruben Ramos, Jr.	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

APPROVED:



STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:



BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

TX1

AT A MEETING HELD ON:

FEB 01 2017

INTRODUCED BY:

SECONDED BY:

*James J. Sarcia*

*J. Palmer*

CITY OF HOBOKEN

CITY CLERK

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 \$17,972.31, made payable to the following:

NAME	BL/LT/UNIT	PROPERTY	QTR/YEA R	AMOUNT
Imperial North America Management Corp. P.O. Box 6039 Hoboken, NJ 07030	67/7/C0006	513 Monroe St	4/16	\$951.92
Imperial North America Management Corp. P.O. Box 6039 Hoboken, NJ 07030	67/7/C0008	513 Monroe St	4/16	\$171.03
Imperial North America Management Corp. P.O. Box 6039 Hoboken, NJ 07030	67/7/C0007	513 Monroe St	4/16	\$810.25
Imperial North America Management Corp. P.O. Box 6039 Hoboken, NJ 07030	67/7/C0004	513 Monroe St	4/16	\$924.98
Imperial North America Management Corp. P.O. Box 6039 Hoboken, NJ 07030	67/7/C0003	513 Monroe St	4/16	\$767.21

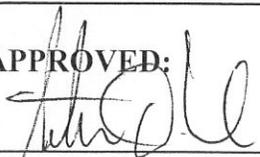
<b>Imperial North America Management Corp. P.O. Box 6039 Hoboken, NJ 07030</b>	<b>67/7/C0001</b>	<b>513 Monroe St</b>	<b>4/16</b>	<b>\$546.40</b>
<b>Imperial North America Management Corp. P.O. Box 6039 Hoboken, NJ 07030</b>	<b>67/7/C0005</b>	<b>513 Monroe St</b>	<b>4/16</b>	<b>\$712.95</b>
<b>Vishal Patel 132 Adams Street #1 Hoboken, NJ 07030</b>	<b>30/13.01/ C0001</b>	<b>132 Adams St</b>	<b>3/16</b>	<b>\$400.45</b>
<b>Chase Attn: Refund Dept. PO Box 961227 Ft. Worth, TX 76161-0227</b>	<b>38/14/C0004</b>	<b>235 Monroe St</b>	<b>4/16</b>	<b>\$1,189.11</b>
<b>Sergey Suchkov 315 Grand St#4 Hoboken, NJ 07030</b>	<b>52/9/C0004</b>	<b>315 Grand St</b>	<b>4/16</b>	<b>\$2,552.35</b>
<b>David Kroner 517 Jackson St #6 Hoboken, NJ 07030</b>	<b>66/9/C0006</b>	<b>517 Jackson St</b>	<b>3/16</b>	<b>\$2,168.35</b>
<b>Peter D'Angelo 10 Daily Street Nutley, NJ 07110</b>	<b>109/1.01/ C0516</b>	<b>1200 Grand St</b>	<b>4/16</b>	<b>\$709.01</b>

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
Gerald Udell 385 Watchung Avenue Bloomfield, NJ 07003	1/17/C004C	72 Park Ave	4/16	\$1,718.15
Lighthouse Outdoor Advertising LLC 126 Winding Way Little Silver, NJ 07739	29/25/C001R	118 Jefferson St	4/16	\$1,048.46
CitiMortgage, Inc. P.O. Box 23689 Rochester, NY 14692	15/20/ C003R	86 Monroe St	3/16	\$1,168.84
Bisham Colon 421 Jackson St #1 Hoboken, NJ 07030	57/11/C0001	421 Jackson St	3/16	\$2,132.85

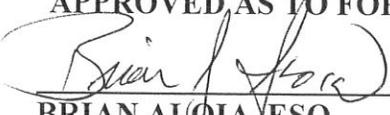
Meeting date: February 1, 2017

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:

  
 \_\_\_\_\_  
 STEPHEN D. MARKS  
 BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 BRIAN ALOIA, ESQ.  
 CORPORATION COUNSEL

TX2

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

FEB 01 2017

SPONSORED BY: [Signature]  
SECONDED BY: [Signature]

[Signature]  
[Signature]  
CITY CLERK

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

**RESOLUTION CANCELLING THE 2017 REAL ESTATE TAXES ON  
BLOCK 107, LOT 1; BLOCK 103, LOT 7; AND BLOCK 113, LOT 1**

**WHEREAS**, the City of Hoboken purchased Block 107, Lot 1; Block 103, Lot 7; and Block 113, Lot 1, on December 20, 2016, and, therefore, the property is now city owned and tax exempt; and,

**WHEREAS**, the attached property records show open taxes, based on the original assessment, which should hereafter be cancelled; and,

**WHEREAS**, the 2017- Q1 and 2017-Q2 taxes should be canceled from the tax duplicate in the total amount of \$35,458.97.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that the 2017-Q1 and 2017-Q2 real estate tax amounts on Block 107 Lot 1; Block 103, Lot 7, and Block 113, Lot 1, are hereby canceled in the total amount of \$35,458.97.

**Meeting date:** February 1, 2017

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:**  
[Signature]  
STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

**APPROVED AS TO FORM:**  
[Signature]  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

**2016 FINAL/2017 PRELIMINARY TAX BILL**

CITY OF HOBOKEN

HUDSON

BLOCK NUMBER	LOT NUMBER	QUALIFICATION
103	7	
PROPERTY LOC:	1113-1131 MADISON ST	
BLDG DESC:	FENCED LOT	
ADDITIONAL LOTS:	L8-26	
LAND DIMENSION:	50,000 SQ SF	
BANK:	MORTGAGE #	TAX ACCT. # 3053

**EXPLANATION OF TAXES**

DESCRIPTION	RATE PER \$100	AMOUNT OF TAX
COUNTY TAX	0.627	4444.80
SCHOOL TAX	0.372	2637.11
LOCAL MUNICIPAL TAX	0.480	3402.72
COUNTY OPEN SPACE TAX	0.013	92.16
MUNICIPAL OPEN SPACE	0.020	141.78
MUNICIPAL LIBRARY TAX	0.039	276.47

**ASSESSED VALUATION INFORMATION**

LAND	IMPROVEMENTS	TOTAL
708900	0	708900
EXEMPTIONS	NET TAXABLE VALUE	708900

COGNIS CORP/BASF CORP.  
100 PARK AVE ATT TAX DEPT  
FLORHAM PK NJ 07932

2016 TOTAL TAX	1.551	10995.04
2016 NET TAX		10995.04
LESS 2016 PREV. BILLED		5306.12
BALANCE OF 2016 TAX		5688.92

2016 3RD QTR DUE AUG. 1, 2016.	2844.46	2016 4TH QTR DUE NOV. 1, 2016.	2844.46	2017 1ST QTR DUE FEB. 1, 2017.	2748.76	2017 2ND QTR DUE MAY. 1, 2017.	2748.76
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INFORMATION FOR TAXPAYERS	2017 PRELIMINARY TAX									
<p>MAKE CHECK PAYABLE TO: CITY OF HOBOKEN TAX OFFICE</p> <p>MAIL TO: CITY OF HOBOKEN TAX OFFICE 94 WASHINGTON STREET HOBOKEN, NEW JERSEY 07030 201-420-2081</p> <p>SEE REVERSE SIDE FOR ADDITIONAL INFORMATION</p> <p>This is the 3&amp;4 Qtr 2016 and 1&amp;2Qtr 2017 Tax Bill. 3rd Qtr Taxes due 8/16/16, 4th Qtr 11/10/16, 1st Qtr. 2/10/17, 2nd Qtr. 5/10/17. Payments received after due dates will be charged interest from the 1st. Hours are 8AM TO 5PM until the 10th. Last day to pay without interest is the 10th day of the month due. Late nights until 6PM-Aug. 9th, Nov. 2nd, 2016, -Feb. 1st and May 3rd, 2017 WEBSITE: <a href="http://www.hobokennj.gov/proptaxes">www.hobokennj.gov/proptaxes</a></p>	<p>PRELIMINARY TAX IS EQUAL TO ONE HALF OF 2016 TOTAL NET TAX</p> <p style="text-align: right; border: 1px solid black; border-radius: 10px; padding: 5px;">5497.52</p>									
	<p><b>DISTRIBUTION OF TAXES</b></p> <table border="1"> <tbody> <tr> <td>County Taxes</td> <td>41.27%</td> <td>\$ 4536.96</td> </tr> <tr> <td>School Taxes</td> <td>23.98%</td> <td>\$ 2637.11</td> </tr> <tr> <td>Municipal Taxes</td> <td>34.75%</td> <td>\$ 3820.97</td> </tr> </tbody> </table>	County Taxes	41.27%	\$ 4536.96	School Taxes	23.98%	\$ 2637.11	Municipal Taxes	34.75%	\$ 3820.97
County Taxes	41.27%	\$ 4536.96								
School Taxes	23.98%	\$ 2637.11								
Municipal Taxes	34.75%	\$ 3820.97								
<p><b>STATE AID USED TO OFFSET LOCAL PROPERTY TAXES:</b> The budgets of the government agencies funded by this tax bill include State aid used to reduce property taxes. State aid offset information for current year municipal tax bills will start becoming available at the end of July. Access the Division of Local Government Services' website at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/property_tax.html">http://www.nj.gov/dca/divisions/dlgs/resources/property_tax.html</a> to find (based on the assessed value of this parcel) the amount of state aid used to offset property taxes on this parcel.</p>										

CITY OF HOBOKEN HUDSON

## 2017-2

**TAX COLLECTOR'S STUB-DETACH AND RETURN WITH YOUR PAYMENT**  
2017 2ND QUARTER TAX DUE MAY 1, 2017

BLOCK NUMBER	LOT NUMBER	QUALIFICATION	BANK CODE
103	7		
TAX ACCOUNT NUMBER	TAX BILL NUMBER	TAX AMOUNT BILLED	DUE MAY 1, 2017
3053	002823		2748.76
			ADJUSTMENT
			INTEREST
			CASH
			CHECK
			TOTAL

COGNIS CORP/BASF CORP.  
1113-1131 MADISON ST



CITY OF HOBOKEN HUDSON

## 2017-1

**TAX COLLECTOR'S STUB-DETACH AND RETURN WITH YOUR PAYMENT**  
2017 1ST QUARTER TAX DUE FEBRUARY 1, 2017

BLOCK NUMBER	LOT NUMBER	QUALIFICATION	BANK CODE
103	7		
TAX ACCOUNT NUMBER	TAX BILL NUMBER	TAX AMOUNT BILLED	DUE FEBRUARY 1, 2017
3053	002823		2748.76
			ADJUSTMENT
			INTEREST
			CASH
			CHECK
			TOTAL

COGNIS CORP/BASF CORP.  
1113-1131 MADISON ST



**2016 FINAL/2017 PRELIMINARY TAX BILL**

CITY OF HOBOKEN

HUDSON

BLOCK NUMBER	LOT NUMBER	QUALIFICATION
107	1	
PROPERTY LOC:	1201 MADISON/1200 ADAMS	
BLDG DESC:	LAND	
ADDITIONAL LOTS:		
LAND DIMENSION:	186,000 SF	
BANK:	MORTGAGE #	TAX ACCT. # 3062

**EXPLANATION OF TAXES**

DESCRIPTION	RATE PER \$100	AMOUNT OF TAX
COUNTY TAX	0.627	16528.35
SCHOOL TAX	0.372	9806.29
LOCAL MUNICIPAL TAX	0.480	12653.28
COUNTY OPEN SPACE TAX	0.013	342.69
MUNICIPAL OPEN SPACE	0.020	527.22
MUNICIPAL LIBRARY TAX	0.039	1028.08

**ASSESSED VALUATION INFORMATION**

LAND	IMPROVEMENTS	TOTAL
2636100	0	2636100
EXEMPTIONS	NET TAXABLE VALUE	2636100

COGNIS CORP/BASF CORP  
100 PARK AVE ATT:TAX DEPT  
FLORHAM PK, NJ 07932

2016 TOTAL TAX	1.551	40885.91
2016 NET TAX		40885.91
LESS 2016 PREV. BILLED		19731.21
BALANCE OF 2016 TAX		21154.70

2016 3RD QTR DUE AUG. 1, 2016.	10577.35	2016 4TH QTR DUE NOV. 1, 2016.	10577.35	2017 1ST QTR DUE FEB. 1, 2017.	10221.48	2017 2ND QTR DUE MAY. 1, 2017.	10221.48
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**INFORMATION FOR TAXPAYERS**

MAKE CHECK  
PAYABLE TO: CITY OF HOBOKEN TAX OFFICE  
  
MAIL TO: CITY OF HOBOKEN TAX OFFICE  
94 WASHINGTON STREET  
HOBOKEN, NEW JERSEY 07030  
201-420-2081

**2017 PRELIMINARY TAX**

PRELIMINARY TAX IS EQUAL TO  
ONE HALF OF 2016 TOTAL NET TAX

20442.96

**SEE REVERSE SIDE FOR ADDITIONAL INFORMATION**

This is the 3&4 Qtr 2016 and 1&2Qtr 2017 Tax Bill. 3rd Qtr Taxes due 8/16/16, 4th Qtr 11/10/16, 1st Qtr. 2/10/17, 2nd Qtr. 5/10/17. Payments received after due dates will be charged interest from the 1st. Hours are 8AM TO 5PM until the 10th. Last day to pay without interest is the 10th day of the month due. Late nights until 6PM-Aug. 9th, Nov. 2nd, 2016, -Feb. 1st and May 3rd, 2017  
WEBSITE: www.hobokennj.gov/proptaxes

**DISTRIBUTION OF TAXES**

County Taxes	41.27%	\$ 16871.04
School Taxes	23.98%	\$ 9806.29
Municipal Taxes	34.75%	\$ 14208.58

**STATE AID USED TO OFFSET LOCAL PROPERTY TAXES:** The budgets of the government agencies funded by this tax bill include State aid used to reduce property taxes. State aid offset information for current year municipal tax bills will start becoming available at the end of July. Access the Division of Local Government Services' website at [http://www.nj.gov/dca/divisions/dlgs/resources/property\\_tax.html](http://www.nj.gov/dca/divisions/dlgs/resources/property_tax.html) to find (based on the assessed value of this parcel) the amount of state aid used to offset property taxes on this parcel.

CITY OF HOBOKEN  
HUDSON

**2017-2**

TAX COLLECTOR'S STUB-DETACH AND RETURN WITH YOUR PAYMENT  
2017 2ND QUARTER TAX DUE MAY 1, 2017

BLOCK NUMBER	LOT NUMBER	QUALIFICATION	BANK CODE
107	1		
TAX ACCOUNT NUMBER	TAX BILL NUMBER	TAX AMOUNT BILLED	DUE MAY 1, 2017
3062	002855		10221.48
			ADJUSTMENT
			INTEREST
			CASH
			CHECK
			TOTAL

COGNIS CORP/BASF CORP  
1201 MADISON/1200 ADAMS



CITY OF HOBOKEN  
HUDSON

**2017-1**

TAX COLLECTOR'S STUB-DETACH AND RETURN WITH YOUR PAYMENT  
2017 1ST QUARTER TAX DUE FEBRUARY 1, 2017

BLOCK NUMBER	LOT NUMBER	QUALIFICATION	BANK CODE
107	1		
TAX ACCOUNT NUMBER	TAX BILL NUMBER	TAX AMOUNT BILLED	DUE FEBRUARY 1, 2017
3062	002855		10221.48
			ADJUSTMENT
			INTEREST
			CASH
			CHECK
			TOTAL

COGNIS CORP/BASF CORP  
1201 MADISON/1200 ADAMS



**2016 FINAL/2017 PRELIMINARY TAX BILL**

CITY OF HOBOKEN

HUDSON

BLOCK NUMBER	LOT NUMBER	QUALIFICATION
113	1	
PROPERTY LOC:	1301-11 JEFFERSON ST	
BLDG DESC:	LAND	
ADDITIONAL LOTS:		
LAND DIMENSION:	30,000 SQ FT	
BANK:	MORTGAGE #	TAX ACCT. # 3071

**EXPLANATION OF TAXES**

DESCRIPTION	RATE PER \$100	AMOUNT OF TAX
COUNTY TAX	0.627	7695.79
SCHOOL TAX	0.372	4565.93
LOCAL MUNICIPAL TAX	0.480	5891.52
COUNTY OPEN SPACE TAX	0.013	159.56
MUNICIPAL OPEN SPACE	0.020	245.48
MUNICIPAL LIBRARY TAX	0.039	478.69

**ASSESSED VALUATION INFORMATION**

LAND	IMPROVEMENTS	TOTAL
1227400	0	1227400
EXEMPTIONS	NET TAXABLE VALUE	1227400

COGNIS CORP/BASF CORP  
100 PARK AVE ATT:TAX DEPT  
FLORHAM PK NJ 07932

2016 TOTAL TAX	1.551	19036.97
2016 NET TAX		19036.97
LESS 2016 PREV. BILLED		9187.09
BALANCE OF 2016 TAX		9849.88

2016 3RD QTR DUE AUG. 1, 2016.	4924.94	2016 4TH QTR DUE NOV. 1, 2016.	4924.94	2017 1ST QTR DUE FEB. 1, 2017.	4759.25	2017 2ND QTR DUE MAY. 1, 2017.	4759.24
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INFORMATION FOR TAXPAYERS	2017 PRELIMINARY TAX									
<p>MAKE CHECK PAYABLE TO: CITY OF HOBOKEN TAX OFFICE</p> <p>MAIL TO: CITY OF HOBOKEN TAX OFFICE 94 WASHINGTON STREET HOBOKEN, NEW JERSEY 07030 201-420-2081</p> <p>SEE REVERSE SIDE FOR ADDITIONAL INFORMATION</p> <p>This is the 3&amp;4 Qtr 2016 and 1&amp;2Qtr 2017 Tax Bill. 3rd Qtr Taxes due 8/16/16, 4th Qtr 11/10/16, 1st Qtr. 2/10/17, 2nd Qtr. 5/10/17. Payments received after due dates will be charged interest from the 1st. Hours are 8AM TO 5PM until the 10th. Last day to pay without interest is the 10th day of the month due. Late nights until 6PM-Aug. 9th, Nov. 2nd, 2016, -Feb. 1st and May 3rd, 2017 WEBSITE: www.hobokennj.gov/proptaxes</p>	<p>PRELIMINARY TAX IS EQUAL TO ONE HALF OF 2016 TOTAL NET TAX</p> <p style="text-align: right; border: 1px solid black; border-radius: 10px; padding: 5px;">9518.49</p>									
SEE REVERSE SIDE FOR ADDITIONAL INFORMATION	DISTRIBUTION OF TAXES									
	<table border="1"> <tbody> <tr> <td>County Taxes</td> <td>41.27%</td> <td>\$ 7855.35</td> </tr> <tr> <td>School Taxes</td> <td>23.98%</td> <td>\$ 4565.93</td> </tr> <tr> <td>Municipal Taxes</td> <td>34.75%</td> <td>\$ 6615.69</td> </tr> </tbody> </table>	County Taxes	41.27%	\$ 7855.35	School Taxes	23.98%	\$ 4565.93	Municipal Taxes	34.75%	\$ 6615.69
County Taxes	41.27%	\$ 7855.35								
School Taxes	23.98%	\$ 4565.93								
Municipal Taxes	34.75%	\$ 6615.69								
<p><b>STATE AID USED TO OFFSET LOCAL PROPERTY TAXES:</b> The budgets of the government agencies funded by this tax bill include State aid used to reduce property taxes. State aid offset information for current year municipal tax bills will start becoming available at the end of July. Access the Division of Local Government Services' website at <a href="http://www.nj.gov/dca/divisions/dlgs/resources/property_tax.html">http://www.nj.gov/dca/divisions/dlgs/resources/property_tax.html</a> to find (based on the assessed value of this parcel) the amount of state aid used to offset property taxes on this parcel.</p>										

CITY OF HOBOKEN HUDSON

**2017-2**

TAX COLLECTOR'S STUB-DETACH AND RETURN WITH YOUR PAYMENT  
2017 2ND QUARTER TAX DUE MAY 1, 2017

BLOCK NUMBER	LOT NUMBER	QUALIFICATION	BANK CODE
113	1		
TAX ACCOUNT NUMBER	TAX BILL NUMBER	TAX AMOUNT BILLED	DUE MAY 1, 2017
3071	002904		4759.24
			ADJUSTMENT
			INTEREST
			CASH
			CHECK
			TOTAL

COGNIS CORP/BASF CORP  
1301-11 JEFFERSON ST



CITY OF HOBOKEN HUDSON

**2017-1**

TAX COLLECTOR'S STUB-DETACH AND RETURN WITH YOUR PAYMENT  
2017 1ST QUARTER TAX DUE FEBRUARY 1, 2017

BLOCK NUMBER	LOT NUMBER	QUALIFICATION	BANK CODE
113	1		
TAX ACCOUNT NUMBER	TAX BILL NUMBER	TAX AMOUNT BILLED	DUE FEBRUARY 1, 2017
3071	002904		4759.25
			ADJUSTMENT
			INTEREST
			CASH
			CHECK
			TOTAL

COGNIS CORP/BASF CORP  
1301-11 JEFFERSON ST



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

751

FEB 01 2017

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

CITY CLERK

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

**RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT  
TO PETRY TRAFFIC LLC FOR THE DESIGN OF A NEW TRAFFIC  
SIGNAL SYSTEM**

**WHEREAS**, the City of Hoboken requires a qualified firm to perform professional traffic engineering services associated with the design of traffic signal improvements for the South West Quadrant of the City of Hoboken; and,

**WHEREAS**, Petry Traffic LLC has been prequalified for engineering services to the City, pursuant to City Council Resolution A1 dated January 4, 2017; and,

**WHEREAS**, Petry Traffic LLC submitted the attached proposal dated January 26, 2017 for the required traffic engineering services; and,

**WHEREAS**, the Administration recommends awarding a contract to Petry Traffic, LLC in the amount of \$158,585.00 in accordance with the attached proposal, for a period of one (1) year to expire no later than February 1, 2018.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that a professional services contract is hereby awarded to Petry Traffic LLC, in the amount of \$158,585.00 for a term of one (1) year, to expire no later than February 1, 2018.

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

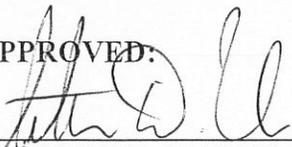
1. The award of this contract is subject to finalization of the contract terms.
2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes 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: February 1, 2017**

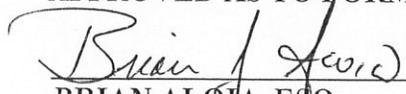
Meeting date: February 1, 2017

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:

  
\_\_\_\_\_  
STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

  
\_\_\_\_\_  
BRIAN ALOJA, ESQ.  
CORPORATION COUNSEL

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 PETRY TRAFFIC LLC FOR THE DESIGN OF A NEW TRAFFIC SIGNAL SYSTEM

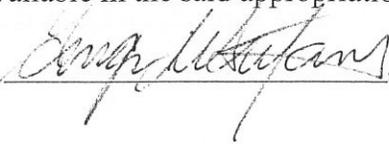
AMOUNT TO BE CERTIFIED:

\$158,585.00

ACCOUNT NUMBER TO CERTIFY FROM: C-04-60-716-520

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$158,585.00 is available in the following appropriation: C-04-60-716-520; 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 CY2017; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

---

Batch Id: GDS      Batch Date: 02/01/17      Batch Type: Standard

---

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-716-520 Z-431 SECTION 20 SOFT COSTS	Encumbrance	CFO Cert for meeting 02/01/17 Petry Traf	158,585.00	1

WARNING: This account would have a negative balance: C-04-60-716-520. Balance would be: 18,120.00-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	158,585.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	158,585.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	158,585.00
Total:	1	158,585.00

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

---

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	158,585.00

---

Batch: GDS      Updated Entries: 1      Updated Amount: 158,585.00      Ref Num: 4665

---

Account No: C-04-60-716-520  
 Description: Z-431 SECTION 20 SOFT COSTS      Type: Sub Account  
 Starting Date: 0      Ending Date: 02/01/17      Po Transactions: Summarized  
 \* Transaction is included in Previous and/or Opening Balance      \*\* Transaction is not included in Balance  
 En = PO Line Item First Encumbrance Date      BC = Blanket Control      BS = Blanket Sub

Date	Description	Trans Amount	Balance
10/18/16	Add Acct New: 325000.00 Adopted Budget      Z-431 RESURF STREETS	325,000.00	325,000.00
11/14/16	Encumbrance Finance Hold for Financing Costs Post Ref: B    4503    1	75,000.00-	250,000.00
11/14/16	Encumbrance CFO Encumbr for 11/14/16 Cert of Funds Post Ref: B    4504    1	75,700.00-	174,300.00
01/31/17	PO 17-00399    1 Open      SOUTHWEST SIGNAL IMPROVEMENTS Vn 4218      PETRY TRAFFIC, LLC	33,835.00-	140,465.00
02/01/17	Encumbrance CFO Cert for meeting 02/01/17 Petry Traf Post Ref: B    4665    1	158,585.00-	18,120.00-



January 26, 2017

**VIA E-MAIL**

Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030

Re: South West Signal Improvements - Survey  
South West Signal Improvements - Traffic Signal Design  
Light Rail Crossing - Analysis and Design  
City of Hoboken, Hudson County, New Jersey  
Proposal No. 160031

Dear Mr. Marks:

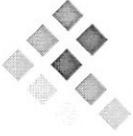
Petry Traffic is pleased to submit this proposal for Professional Traffic Engineering Services associated with design of the traffic signal improvements in the South West quadrant of the City of Hoboken. The following outlines our anticipated scope of services:

This proposal is divided into four sections as follows:

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

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

155 Passaic Avenue, Fairfield, New Jersey 07004  
973-227-7005  
973-227-7074 (fax)  
[www.petrytraffic.com](http://www.petrytraffic.com)



## SECTION I – SCOPE OF SERVICES

1. Newark Avenue & Harrison Street
2. Newark Avenue & Jackson Street
3. Newark Avenue & Monroe Street/Grove Street
4. Newark Avenue & Madison Street
5. Newark Avenue/Observer Highway & Henderson Street
6. Observer Highway & Madison Street
7. Observer Highway & Paterson Avenue & Monroe Street
8. Observer Highway & Jackson Street
9. Observer Highway & Harrison Street
10. Paterson Avenue & Jackson Street
11. Patterson Avenue & Harrison Street
12. Patterson Avenue and The NJT Light Rail Crossing





## PHASE 1 SURVEY and BASEMAPPING

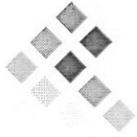
Prior to initiating field work, our survey team will obtain and review pertinent records, plans, and reports available from the County and City. After reviewing these records, we will be performing a field survey. The following outlines the procedures for this effort:

### SURVEY LIMITS

1. The basic survey limits are shown on the map below. The basic survey is for the preparation of signing and striping plans. The detailed survey is for the preparation of Electrical Plans, Curb, and Sidewalk.



2. Detailed survey shall be performed at the following intersections (the limit of the detailed work is at the curb return or no more than 10' past the curb return):



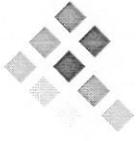
- a. Observer Highway and Madison Street
- b. Jackson Street and Observer Highway
- c. Harrison Street and Observer Highway
- d. Newark/Observer (by fire house) to Madison (Parallel HC Crossing to Newark Street)
- e. Corners of Newark Street to Jackson Street (Parallel HC Crossing to Newark Street)
- f. Corners of Newark Street and Harrison Street (Parallel HC Crossing to Newark Street)
- g. Paterson Avenue and Harrison Street Striping and Signal
- h. Newark and Monroe Signing and Signal

### **RIGHT-OF-WAY**

3. Existing right-of-way will be obtained through tax maps. No deeds or filed map review is included in this proposal.

### **TOPOGRAPHIC SURVEY**

4. The topographic survey (detailed survey) will be prepared following Hudson County and NJDOT graphic standards at the locations/intersections noted above.
5. Detailed Survey for all roadway features are to be located as follows:
  - a. Edge of pavement
  - b. Edge of traveled way
  - c. Existing pavement markings
  - d. Existing signage with sign designations
  - e. Existing above ground utilities, lighting at intersections.
  - f. Existing storm water drainage structures, no inverts and pipe sizes.
  - g. All remaining existing features necessary to prepare Traffic Signal Permit Plans
6. Roadway construction baselines and stationing are to be established for all legs of the intersections.
7. The baseline is to be provided digitally to the contractor during construction as part of future construction services (not included in this proposal).

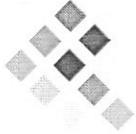


Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
January 26, 2016  
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8. Buildings and parking facilities directly adjacent to the R.O.W. limits shall be shown as needed.

#### **GENERAL SURVEY REQUIREMENTS**

9. Survey is to utilize the N.J. Plane Coordinate System.
10. All elevations are to be NGVD 1929.
11. A digital drawing in AutoCAD DWG format shall be provided.
12. All utility companies were to be contacted and given the opportunity to mark all facilities in the project area prior to survey commencement.
13. Reference material to be provided to Petry:
  - a. Tax Maps
  - b. Municipal Utility Maps
  - c. Zoning map



## **PHASE 2                      TRAFFIC ANALYSIS**

### **Newark Avenue & Madison Street**

A Warrant Report must be prepared in accordance with the criteria in the Manual on Uniform Traffic Control Devices (MUTCD). The Warrant Report is then submitted to the County for their review and approval.

The previously obtained turning movement volumes will also be utilized to analyze the operation of the intersection in iterative Highway Capacity Software (HCS) runs and analysis using Synchro and SimTraffic. The capacity will be maximized and phasing recommendations will be made. Depending on the results of these analyses, separate timing plans will be prepared for AM and PM conditions provided, as well as off-peak and school peak timing, as necessary.

### **Observer Highway & Jackson Street**

A Warrant Report must be prepared in accordance with the criteria in the Manual on Uniform Traffic Control Devices (MUTCD).

The previously obtained turning movement volumes will also be utilized to analyze the operation of the intersection in iterative Highway Capacity Software (HCS) runs and analysis using Synchro and SimTraffic. The capacity will be maximized and phasing recommendations will be made. Depending on the results of these analyses, separate timing plans will be prepared for AM and PM conditions provided, as well as off-peak and school peak timing, as necessary.

### **Observer Highway & Harrison Street**

A Warrant Report must be prepared in accordance with the criteria in the Manual on Uniform Traffic Control Devices (MUTCD).

The previously obtained turning movement volumes will also be utilized to analyze the operation of the intersection in iterative Highway Capacity Software (HCS) runs and analysis using Synchro and SimTraffic. The capacity will be maximized and phasing recommendations will be made. Depending on the results of these analyses, separate timing plans will be prepared for AM and PM conditions provided, as well as off-peak and school peak timing, as necessary.



Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
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### **Paterson Avenue and Light Rail Crossing**

We shall perform a new traffic count and continue our observations at this location. We shall incorporate this intersection into the overall model. We will create a new model of the area utilizing the information obtained in our study and from NJT to update the entire SW model to coordinate all of the signals with the function of the light rail crossing.

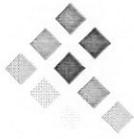
The turning movement volumes will be utilized to analyze the operation of the intersection in iterative Highway Capacity Software (HCS) runs and analysis using Synchro and SimTraffic. The capacity will be maximized and phasing recommendations will be made. Depending on the results of these analyses, separate timing plans will be prepared for AM and PM conditions provided, as well as off-peak and school peak timing, as necessary.

Utilizing this new information, we shall adjust the proposed signal timing throughout the system making this location the master time sync.

We shall coordinate with NJT and NJDOT on this modification. We do NOT anticipate a new Diagnostic Team Meeting for this location. We expect to prepare an update memo with NJT concurrence to be filed with NJDOT.

A new report shall be prepared summarizing our findings and provided as a basis of interaction with Jersey City, NJT and NJDOT.

This phase of the project is currently on-going and is anticipated to continue past the completion of the SW Improvements.



### **PHASE 3      TRAFFIC SIGNAL DESIGN**

#### **Newark Avenue & Jackson Street (Signal, Curb, and Sidewalk Modification)**

This location shall require the preparation of construction, electrical, signing and striping and Traffic Signal Permit plans. As most of the planned improvements are on County Roads all plans shall be prepared to HUDSON County Standards.

Utilizing the previously completed traffic model, we shall establish phasing patterns and a Traffic Signal Layout Plan will be prepared. The Traffic Signal Layout Plan will be prepared for depicting proposed signal layout, pavement markings, channelization, signing, and parking restrictions. The signal plan will be prepared in accordance with the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Once the Traffic Signal Layout Plan is finalized, the electrical plan will be designed in accordance with the NJDOT Design Manual and Hudson County Guidelines. This plan typically includes junction box locations, conduit layout, controller location, electrical wiring, and construction notes.

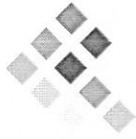
Once the traffic signal design and analysis is complete, the traffic signal timing directive will be prepared on an 8 ½" x 11" sheet that will be submitted to the County as a hard copy and a Microsoft Word Document. The timing can also be included on the plan if desired.

#### **Observer Highway & Harrison Street (New Signal, Curb, and Sidewalk Modification)**

Prepare plans to construct a new traffic signal and improve the intersection of Observer Hwy and Harrison Street to include one thru lane and a Left Turn Lane onto Observer Hwy. Some on-street parking spaces near the intersection will need to be removed in order to facilitate this change.

This location shall require the preparation of construction, electrical, signing and striping and Traffic Signal Permit plans. As most of the planned improvements are on County Roads all plans shall be prepared to HUDSON County Standards.

Utilizing the previously completed traffic model, we shall establish phasing patterns and a Traffic Signal Layout Plan will be prepared. The Traffic Signal Layout Plan will be prepared for depicting proposed signal layout, pavement markings, channelization, signing, and



parking restrictions. The signal plan will be prepared in accordance with the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Once the Traffic Signal Layout Plan is finalized, the electrical plan will be designed in accordance with the NJDOT Design Manual and Hudson County Guidelines. This plan typically includes junction box locations, conduit layout, controller location, electrical wiring, and construction notes.

Once the traffic signal design and analysis is complete, the traffic signal timing directive will be prepared on an 8 ½" x 11" sheet that will be submitted to the County as a hard copy and a Microsoft Word Document. The timing can also be included on the plan if desired.

#### **Observer Highway & Madison Street (New Signal, Curb, and Sidewalk Modification)**

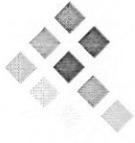
Prepare design plans to construct a traffic signal at the intersection Observer Highway & Madison Street and convert the Madison Street northbound approach from one dedicated right-turn lane to a dedicated left-turn lane and a shared left-turn/through/right-turn lane. Additionally, provide a dedicated right-turn lane along Newark Street westbound to Madison Street northbound. Remove five on-street angled parking stalls.

This improvement will relocate the Newark Avenue westbound traffic currently maneuvering right-turns onto Jackson Street northbound to Madison Street northbound. This improvement will reduce the traffic conflict at Newark Avenue & Jackson Street and reduce the traffic volumes on Jackson Street northbound.

This location shall require the preparation of construction, electrical, signing and striping and Traffic Signal Permit plans. As most of the planned improvements are on County Roads all plans shall be prepared to HUDSON County Standards.

Utilizing the previously completed traffic model, we shall establish phasing patterns and a Traffic Signal Layout Plan will be prepared. The Traffic Signal Layout Plan will be prepared for depicting proposed signal layout, pavement markings, channelization, signing, and parking restrictions. The signal plan will be prepared in accordance with the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Once the Traffic Signal Layout Plan is finalized, the electrical plan will be designed in accordance with the NJDOT Design Manual and Hudson County Guidelines. This plan



typically includes junction box locations, conduit layout, controller location, electrical wiring, and construction notes.

Once the traffic signal design and analysis is complete, the traffic signal timing directive will be prepared on an 8 ½" x 11" sheet that will be submitted to the County as a hard copy and a Microsoft Word Document. The timing can also be included on the plan if desired.

#### **Observer Highway & Paterson Avenue & Monroe Street (Signal Modification)**

This location shall require the preparation of electrical, signing and striping and Traffic Signal Permit plans. As most of the planned improvements are on County Roads all plans shall be prepared to HUDSON County Standards.

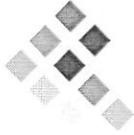
Utilizing the previously completed traffic model, we shall establish phasing patterns and a Traffic Signal Layout Plan will be prepared. The Traffic Signal Layout Plan will be prepared for depicting proposed signal layout, pavement markings, channelization, signing, and parking restrictions. The signal plan will be prepared in accordance with the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Once the Traffic Signal Layout Plan is finalized, the electrical plan will be designed in accordance with the NJDOT Design Manual and Hudson County Guidelines. This plan typically includes junction box locations, conduit layout, controller location, electrical wiring, and construction notes.

Once the traffic signal design and analysis is complete, the traffic signal timing directive will be prepared on an 8 ½" x 11" sheet that will be submitted to the County as a hard copy and a Microsoft Word Document. The timing can also be included on the plan if desired.

#### **Observer Highway & Jackson Street (New Signal, Curb, and Sidewalk Modification)**

Prepare design plans to construct a Traffic Signal at the intersection of Observer Highway & Jackson Street. The existing unsignalized intersection of Observer Highway & Jackson Street has stop control on the eastbound and westbound approaches of Observer Highway. During the peak hours, the Observer Highway eastbound and westbound approaches experience excessive delay do the high congestion on Jackson Street northbound. This poses both operational and safety issues for vehicles and pedestrians.



The new traffic signal at this location will provide the following benefits:

- Provide added safety to pedestrians crossing Jackson Street;
- Provide the needed gaps in traffic for vehicles maneuvering an eastbound left-turn or a westbound right-turn from Observer Highway onto Jackson Street northbound.
- Meter Jackson Street congestion between Newark Avenue and Paterson Avenue.

This location shall require the preparation of construction, electrical, signing and striping and Traffic Signal Permit plans. As most of the planned improvements are on County Roads all plans shall be prepared to HUDSON County Standards.

Utilizing the previously completed traffic model, we shall establish phasing patterns and a Traffic Signal Layout Plan will be prepared. The Traffic Signal Layout Plan will be prepared for depicting proposed signal layout, pavement markings, channelization, signing, and parking restrictions. The signal plan will be prepared in accordance with the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD).

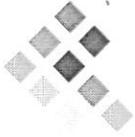
Once the Traffic Signal Layout Plan is finalized, the electrical plan will be designed in accordance with the NJDOT Design Manual and Hudson County Guidelines. This plan typically includes junction box locations, conduit layout, controller location, electrical wiring, and construction notes.

Once the traffic signal design and analysis is complete, the traffic signal timing directive will be prepared on an 8 ½" x 11" sheet that will be submitted to the County as a hard copy and a Microsoft Word Document. The timing can also be included on the plan if desired.

#### **Paterson Avenue & Jackson Street (Signal Modification)**

This location shall require the preparation of electrical, signing and striping and Traffic Signal Permit plans. As most of the planned improvements are on County Roads all plans shall be prepared to HUDSON County Standards.

Utilizing the previously completed traffic model, we shall establish phasing patterns and a Traffic Signal Layout Plan will be prepared. The Traffic Signal Layout Plan will be prepared for depicting proposed signal layout, pavement markings, channelization, signing, and



Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
January 26, 2016  
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parking restrictions. The signal plan will be prepared in accordance with the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Once the Traffic Signal Layout Plan is finalized, the electrical plan will be designed in accordance with the NJDOT Design Manual and Hudson County Guidelines. This plan typically includes junction box locations, conduit layout, controller location, electrical wiring, and construction notes.

Once the traffic signal design and analysis is complete, the traffic signal timing directive will be prepared on an 8 ½" x 11" sheet that will be submitted to the County as a hard copy and a Microsoft Word Document. The timing can also be included on the plan if desired.



#### **PHASE 4 CONSTRUCTION PLANS**

The following locations shall require construction plans.

1. Newark Avenue & Jackson Street (Signal, Curb and Sidewalk Modification)
2. Observer Highway & Harrison Street (New Signal, Curb and Sidewalk Modification)
3. Observer Highway & Madison Street (New Signal, Curb and Sidewalk Modification)
4. Observer Highway & Paterson Avenue & Monroe Street (Signal Modification)
5. Observer Highway & Jackson Street (New Signal, Curb and Sidewalk Modification)
6. Paterson Avenue & Jackson Street (Signal Modification)
7. Newark Avenue and Harrison Street (Curb and Sidewalk Modifications)

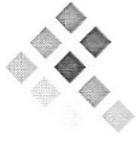
Petry will prepare a Construction, Signing and Striping Plan for each intersection. It is not anticipated that any widening or geometric improvements will be needed to safely accommodate a new traffic signal at the proposed locations. However, these plans will include curb installation at the corners where needed, ADA compliant handicap ramps, and pavement repair strips (no grade changes are anticipated). The ADA compliant handicap ramps design will include detailed grading for each ramp.

The signing and striping design will conform to the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and City design guidelines. All existing traffic signs will be replaced on the project and the proposed signs used in the design will take into account the appropriate sizes and retro-reflectivity as specified in the MUTCD.

It is anticipated that the NJDOT Standard Maintenance and Protection of Traffic Details will be referenced for this design and no site specific details or schemes will be necessary.

#### **PHASE 5 BID DOCUMENTS**

Upon completion and approval of the plans by the County, Construction Quantities will be calculated and included as "To Be Constructed" boxes on the plan sheets. An Engineer's Estimate will be provided to the City and the County. The construction specifications will conform to the 2007 NJDOT Standard Specifications for Road and Bridge Construction. Supplemental specifications will be prepared for any non-standard equipment. Non-standard details will also be included as needed. The Final Bid Set will be prepared and will be suitable for public bid.



**SCHEDULE OF FEES**

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

PHASE 1.0	SURVEY and BASEMAPPING	\$ 33,835
PHASE 2.0	TRAFFIC ANALYSIS	\$ 19,700
PHASE 3.0	TRAFFIC SIGNAL DESIGN	\$ 69,325
PHASE 4.0	CONSTRUCTION PLANS	\$ 27,750
PHASE 5.0	BID DOCUMENTS	\$ 7,975
<b>TOTAL FEE</b>		<b>\$158,585</b>

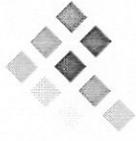
ADDITIONAL FEES (IF REQUIRED)	AS SPECIFIED
MEETINGS/HEARINGS/ADDITIONAL SERVICES	
Planning/Zoning Board Meetings	Hourly
Agency/Coordination Meetings	Hourly
Exhibits/Renderings/Meeting Preparation	Hourly

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

**EXCLUSIONS AND UNDERSTANDINGS**

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

- Services not specifically outlined above in Section I;
- Meetings;
- Bid Assistance;
- Construction Administration, Construction Inspections, Construction Stake-Out, etc.;
- Post construction signal services, ordinance or certification preparation;
- Storm water Design;
- Utility Relocation or Utility Engineering;
- Permitting;



Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
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- Geotechnical and Structural Design;
- Intersection Lighting Design;
- Roadway Widening or Geometric Revisions other than those noted;
- Changes or revisions beyond our control or changes in basic concept after design service has been accomplished;
- Substantial plan revisions, changes, or preparation of additional design support requested by regulatory agencies during the course of project review.

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

No extra work will be performed without authorization from the City.

If you find this proposal acceptable, please forward a copy of the Resolution of Approval for this proposal to this office. This will constitute approval of the proposed work. We thank you very much for the opportunity to offer our services and look forward to working with you on this and future projects. In the meantime, should you have any questions regarding this proposal, please feel free to contact me.



Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
January 26, 2016  
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## **SECTION II – BUSINESS TERMS AND CONDITIONS**

### **Where ever there is a conflict the City of Hoboken Terms and conditions shall apply as noted in the RFQ.**

Petry Traffic LLC agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Petry Traffic LLC and said Client.

#### **1.0 SCOPE OF SERVICES:**

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

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

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

#### **2.0 STANDARD OF CARE:**

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

#### **3.0 INVOICES:**

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

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

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

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

#### **4.0 PAYMENT:**

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

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

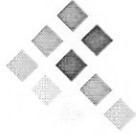
#### **5.0 RETAINER:**

DELETED

#### **6.0 RIGHT OF ENTRY/JOBSITE:**

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

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



Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
January 26, 2016  
Page 17 of 20

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

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

**7.0 UTILITIES:**

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

**8.0 TERMINATION OR SUSPENSION OF SERVICES:**

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

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

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

**9.0 SUBCONTRACTORS:**

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

**10.0 AGREED REMEDY:**

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

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

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

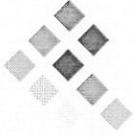
**11.0 LIABILITY TO THIRD PARTIES:**

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

**12.0 INDEMNIFICATION:**

Petry Traffic LLC shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Petry Traffic LLC and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Petry Traffic) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Petry Traffic or any claims against Petry Traffic arising from the acts, omissions or work of others, unless it is proven in a court of competent



Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
January 26, 2016  
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jurisdiction that Petry Traffic is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

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

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

#### **13.0 ASSIGNS:**

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

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

#### **14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:**

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

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

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

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

#### **15.0 GENERAL CONDITIONS:**

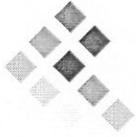
Petry Traffic LLC shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information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

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

#### **16.0 ENTIRE AGREEMENT:**

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

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



2017 RATE SCHEDULE  
City of Hoboken, Hudson County, NJ  
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2017

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

Engineering Services

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Planning

Other Technical Services

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

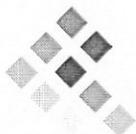
**TECHNICAL STAFF RATES**

<b>BILLING TITLES</b>	<b>HOURLY RATES</b>
Technical Director/Principal	155.00
Project Manager	150.00
Senior Project Specialist	145.00
Senior Technical Professional	140.00
Project Specialist	140.00
Senior Technical Specialist	135.00
Technical Professional	130.00
Senior Specialist	125.00
Technical Specialist	115.00
Specialist	105.00
Senior Data Technician	95.00
Senior Technical Assistant	80.00
Technical Assistant	70.00
Data Technician	60.00
Survey Crew – 2 Man	185.00
Survey Crew – 1 Man	140.00
Expert	225.00

**REIMBURSABLE EXPENSES**

<b>General Expenses</b>	<b>Cost + 20%</b>
Travel (Hotel, Airfare, Meals)	Cost
Cost Sub-Consultants/Sub-Contractors	Cost + 20%
Mileage Reimbursement*	0.56 / Per
Mile Plotting	3.50/Each
Computer Mylars / Color Plots	45.00/Each
Photo Copies	0.10/Each
Color Photo Copies	1.50/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	35.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%

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



Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
January 26, 2016  
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**CLIENT CONTRACT AUTHORIZATION**

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

_____	_____
Signature	Date
_____	_____
Printed Name	Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office.** Invoices are due within 30 days. This proposal is valid until January 30, 2017.

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

Very truly yours,  
PETRY ENGINEERING  
  
John Jahr, P.T.P., T.S.O.S.  
Principal  
732-236-7557

JJJ

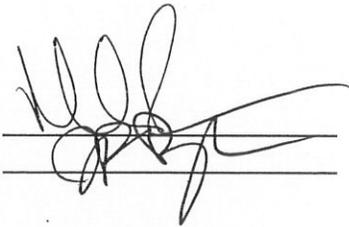
Cc: John Morgan, Director

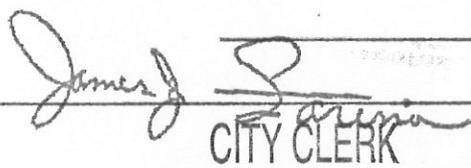
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A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON:

FEB 01 2017

SPONSORED BY:  
SECONDED BY:

752  


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

**APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A  
GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF  
TRANSPORTATION THE FOR 2017 MUNICIPAL AID PROGRAM**

**WHEREAS**, the New Jersey Department of Transportation (NJDOT) has announced that it is accepting applications for its FY2017 Municipal Aid State Aid program (the "Program"); and,

**WHEREAS**, the purpose of the Program is to maintain and improve New Jersey's local transportation infrastructure by providing financial assistance to counties and municipalities for traditional and non-traditional transportation initiatives; and,

**WHEREAS**, Municipal Aid has been a significant resource for municipalities in funding local transportation projects; and,

**WHEREAS**, NJDOT has set a goal to award up to 10 percent of the Municipal Aid program to fund projects such as pedestrian safety improvements, bikeways, and streetscapes; and,

**WHEREAS**, the City intends to submit an application for safety, accessibility, and drainage improvements to various streets, including Jackson Street between Eighth Street and Ninth Street and the intersections of Ninth Street and Madison Street, Fourth Street and Garden Street, Second Street and Clinton Street, Seventh Street and Clinton Street, Fourteenth Street and Shipyard Lane, and Eleventh Street and Adams Street; and,

**WHEREAS**, all projects funded through the Transportation Trust Fund must comply with the Americans with Disabilities Act (ADA); and,

**WHEREAS**, if awarded, NJDOT requires Municipal Aid projects to be delivered to construction award within 24 months of grant agreement execution; and,

**WHEREAS**, there is no City monetary match required for the acceptance of this grant, and this authorization to execute the grant agreement is contingent on there being no City monetary match for this grant; and,

**WHEREAS**, the City Council of the City of Hoboken wishes to authorize the Administration to take the necessary steps to complete said grant application and to accept and utilize any resulting funding.

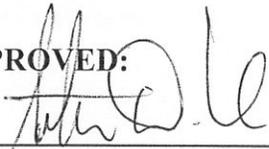
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that:

1. The Mayor and/or the Mayor's designee are hereby authorized to electronically submit the grant application identified as MA-2017-Hoboken City-00030 to the New Jersey Department of Transportation on behalf of the City of Hoboken and to accept the terms of the grant funding; and,
2. The Mayor and/or the Mayor's designee are hereby authorized to sign the grant agreement on behalf of the City of Hoboken and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement; and,
3. Upon receipt of the fully executed grant agreement, the Council does further authorize the expenditure of funds pursuant to the terms of the agreement; and,
4. The Mayor and/or the Mayor's designee are hereby authorized to assume maintenance responsibility over all improvements completed with grant funding awarded under the FY2017 Municipal Aid Program.

**Meeting date:** February 1, 2017

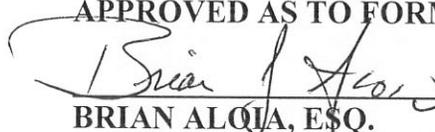
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael DeFusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino				

**APPROVED:**



**STEPHEN MARKS  
BUSINESS ADMINISTRATOR**

**APPROVED AS TO FORM:**



**BRIAN ALOJA, ESQ.  
CORPORATION COUNSEL**

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: FEB 01 2017

TS3

*James J. Sarena*

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

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

**RESOLUTION AUTHORIZING AN ADDENDUM TO THE CONTRACT  
WITH UNDERGROUND UTILITIES CORPORATION FOR THE  
WASHINGTON STREET REDESIGN PROJECT**

**WHEREAS**, pursuant to Resolution No. 16-677 (agenda item A4) dated October 19, 2016, the City awarded a contract to Underground Utilities Corporation ("Underground Utilities") to perform construction services for the Washington Street Redesign Project, as delineated in Bid No. 16-09; and,

**WHEREAS**, the City wishes to include the attached addendum to the contract with Underground Utilities; and,

**WHEREAS**, in particular, the City will allow Underground Utilities to utilize a portion of Block 113, Lot 1, for staging during the construction project; and,

**WHEREAS**, McGuire Associates, LLC performed an analysis of Block 113, Lot 1 to determine the fair rental value of the property; and,

**WHEREAS**, in consideration for utilizing a portion of Block 113, Lot 1 during the project, Underground Utilities will pay the City \$2,000.00 per month, which is the fair rental value of the property.

**NOW, THEREFORE, BE IT RESOLVED**, that the City is authorized to include an addendum to the contract with Underground Utilities to allow Underground Utilities to utilize a portion of Block 113, Lot 1 for staging purposes during the Washington Street Redesign Project at a rate of \$2,000.00 per month; and,

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

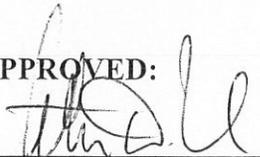
1. The award of this contract is subject to finalization of the contract terms.
2. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
3. The Council hereby authorizes 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 with:

Underground Utilities Corp.  
711 Commerce Road  
Linden, New Jersey 07036

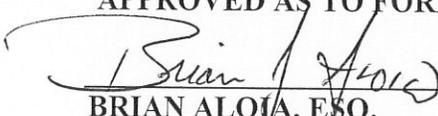
Meeting date: February 1, 2017

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:

  
\_\_\_\_\_  
STEPHEN D. MARKS  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

  
\_\_\_\_\_  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

# McGuire Associates, LLC

Real Estate Appraisers and Consultants

547 Summit Avenue, Jersey City, New Jersey 07306  
Phone (201) 963-4444 • Fax (201) 963-0914

January 11,, 2017

Stephen D. Marks, PP, AICP  
Business Administrator  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

RE:1301-11 Jefferson Street  
Hoboken, New Jersey  
Block 113 Lot 1

Dear Mr. Marks:

In accordance with your request, I have completed my analysis as to the Fair Rental Value of the above property, and this letter is to advise you of my conclusion.

The subject property, Block 113 Lot 1, is located at the northeast corner of the intersection of Jefferson Street and Thirteenth Street and the northwest corner of the intersection of Adams Street and Thirteenth Street. The parcel contains a total area of 30,000 square feet or 0.689 acres.

The property is zoned I-1 Industrial Zoning District.

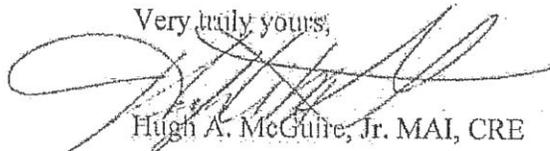
In arriving at the market rent for the subject property, I have considered the value of the land and a fair return on that value.

Industrial land values throughout Hoboken range from a low of \$32.00 per square foot to a high of \$40.00 per square foot.

Taking the mid-range of approximately \$36.00 per square foot, would indicate a per square foot value. Applying that value to the subject's 30,000 square feet, would result in an indicated value of \$1,080,000 for the entire parcel.

Based upon a 6% return the Fair Rental Value of the subject property is \$ 64,800.00 per year.

Very truly yours,



Hugh A. McGuire, Jr. MAI, CRE

**Addendum**  
**to**  
**Contract for Construction Services**  
**between**  
**Underground Utilities Corporation**  
**and**  
**City of Hoboken (Bid No. 16-09)**

**THIS ADDENDUM** (“Addendum”) to the Contract for Construction Services dated December 1, 2016, (the “Agreement”) is made as of the date of the last signature below (the “Effective Date”), by and between Underground Utilities Corporation, with its principal place of business at 711 Commerce Road, Linden, New Jersey 07036 (“Underground”) and the City of Hoboken, with its principal place of business at 94 Washington Street, Hoboken, New Jersey 07030 (“City”). Underground and City are collectively from time to time referred to herein as the “Parties” with each being individually referred to as a “Party.”

**WHEREAS**, City and Underground desire to modify the terms of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing promises and the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Underground agree as follows:

**1. Basic Information and Defined Terms.** City will allow Underground to utilize a portion of City owned property according to the terms and conditions of this Addendum. Further, in addition to the terms which are defined elsewhere in this Addendum, the following basic information terms shall have the following meaning.

(a) **Property:** City owns the lot that is identified in the Hoboken City Tax Map as Block 113, Lot 1, which is approximately 30,300 square feet. Underground is authorized to use approximately 12,000 square feet of the lot (the “Property”).

(b) **Permitted Use:** The Property may be used and occupied for the purpose of staging a construction area during the Washington Street Redesign Project.

(c) **Term:** The term is one (1) month which shall automatically renew on a month to month basis unless Underground notifies City, or City notifies Underground, in writing at least 15 days before the expiration of the term of an intention to terminate said Addendum.

(d) **Commencement Date:** Underground may take immediate possession of the Property.

(e) **Rent:** Two thousand dollars (\$2,000.00) per month payable on the 15<sup>th</sup> of each month.

(f) **Security Deposit:** None

2. **Use.** The Property may be used and occupied for the purpose of staging a construction area during the Washington Street Redesign Project. Underground shall not allow the Property to be used for any purpose deemed unlawful, disreputable or extra hazardous. Underground will not commit waste and will not create any nuisance.
3. **Delivery of Possession.** City will deliver possession of the Property to Underground on the Commencement Date, "AS-IS" in its present condition.
4. **Repairs and Care.** Underground agrees that it shall maintain the Property in good condition and state of repair and at the end or other expiration of the term, shall deliver up the Property in good order and condition.
5. **Alternations; Improvements.** No alterations, additions or improvements shall be made, shall be installed in or attached to the Property without the advance written consent of City.
6. **Compliance with Laws.** Underground shall comply with all Municipal, State and Federal legal requirements with respect to its use of the Property or the use and occupation thereof, and Underground shall pay all costs, expenses, fines, penalties and damages which may be imposed upon City, because of its failure to comply with the provisions of this Section.
7. **Indemnification.** Underground will indemnify and hold harmless City from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees that may be incurred in enforcing its obligations under this Addendum) including any and all claims and liability for losses or damage to the Property or injuries to persons for any cause or reason whatsoever arising out of or by reason of the occupancy of the Property by Underground, its agents, servants or any business of Underground.
8. **Assignment.** Underground shall not assign, mortgage, sublet or sublease the Property or any part thereof, without the advance written consent of City.
9. **Removal of Underground's Property.** Any equipment, machinery, goods or other property of Underground or its agents, not removed by Underground upon the termination of this Addendum, or upon any quitting, vacating or abandonment of the Property by Underground or upon Underground's eviction, shall be considered as abandoned and City shall have the right, subject to ten (10) days written notice to Underground, that City may sell or otherwise dispose of the same, at the expense of Underground, and shall not be accountable to Underground for any part of the proceeds of such sale, if any.
10. **Default.** If Underground shall fail to perform any of the covenants, conditions and agreements herein contained on its part to be kept or performed, Underground shall be in default hereunder. If Underground is in default and after a five (5) day notice to Underground describing the basis for the default and provided Underground has an additional ten (10) day period to cure its default, City may terminate this Addendum upon additional written notice advising Underground that the default remains uncured and this Addendum will end on the date fixed in said notice which shall not be less than fifteen (15) days after expiration of the cure period.

**11. Title and Quiet Enjoyment.** City covenants and represents that City is the owner of the Property and has the right and authority to enter into, execute and deliver this Addendum and does further covenant that so long as Underground pays all of the Rent and performs all of its other obligations hereunder, Underground shall peaceably and quietly have, hold and enjoy the Property without interference, hindrance, ejection or molestation by City.

**12. Validity of Addendum.** The terms, conditions, covenants and provisions of this Addendum shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**13. Termination by City Without Cause.** Notwithstanding any other provision of this Addendum, the City shall have the right to cancel this Addendum at any time without cause, provided that fifteen (15) calendar days prior written notice is given to Underground of City's intent to terminate.

**14.** This Addendum does not, and shall not be construed to modify any term or condition of the Agreement other than those specific terms and conditions expressly referenced in this Addendum. Except as herein provided, the Agreement shall remain unchanged and in full force and effect. In the event of any inconsistency or discrepancy between the Agreement and this Addendum, the terms and conditions set forth in this Addendum shall control. This Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**IN WITNESS WHEREOF,** each of the Parties has caused this Addendum to be executed on its behalf by its duly authorized representative.

**City of Hoboken**

**Underground Utilities Corporation**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

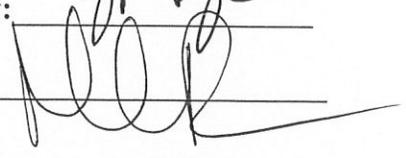
Date: \_\_\_\_\_

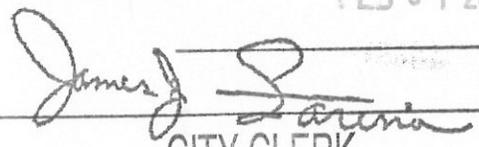
Date: \_\_\_\_\_

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

FEB 01 2017

Sponsored by: 

Seconded by: 

  
CITY CLERK

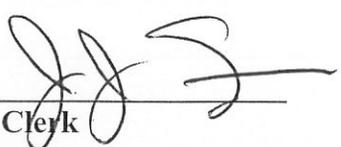
City of Hoboken

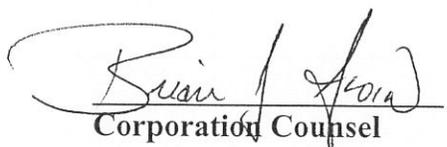
Resolution No. \_\_\_\_\_

**BE IT RESOLVED**, that the attached Meeting Minutes for the City of Hoboken's Regular meeting and Special meeting of January 18, 2017 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: February 1, 2017

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	/			