

Introduced By: 
Seconded By: 

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION TO CONSENT TO THE AWARD OF A PUBLIC INFRASTRUCTURE
TAX CREDIT TO MONROE CENTER HOBOKEN URBAN RENEWAL, LLC IN
CONNECTION WITH THE REDEVELOPMENT OF THE MONROE CENTER AREA,
AN AREA WITHIN THE NORTHWEST INDUSTRIAL AREA**

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

WHEREAS (#2), in order to stimulate redevelopment, the City Council of the City of Hoboken (the “Governing Body”) by Resolution has identified and designated certain parcels of property within the City as areas “in need of redevelopment” in accordance with the Redevelopment Law, including:

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

WHEREAS (#3), on December 4, 2013, the Governing Body, by Ordinance No. Z-270, adopted the Amended Redevelopment Plan for the Northwest Industrial Area (the “Redevelopment Plan”) to which the Properties are subject; and

WHEREAS (#4), the City of Hoboken has, by Resolution of the Governing Body, designated Monroe Center Hoboken Urban Renewal, LLC (the “Redeveloper”) as the exclusive

redeveloper of the Monroe Center Area and further, has authorized the execution of a Redevelopment Agreement by and between the City and the Redeveloper for the redevelopment of the Monroe Center Area (the “Redevelopment Agreement”); and

WHEREAS (#5), pursuant to the terms of the Redevelopment Agreement, the Redeveloper will implement a redevelopment project for the construction of a mixed-use residential and commercial structure up to 700,000 sq. ft. (the “Project”); and

WHEREAS (#6), pursuant to the terms of the Redevelopment Agreement, the Redeveloper shall also:

- develop a public plaza for utilization as open space and administer the conveyance of Phase IV to the City at no purchase price;

- develop as a public park for utilization as open space and convey Monroe V to the City at no purchase price;

- develop as a public park for utilization as open space and convey the Jackson Street Property to the City at no purchase price;

- remediate environmental contamination upon Monroe III, Monroe V, the Jackson Street Property and Phase IV, including the installation, as required, of barriers and/or systems to mitigate the risk of vapor intrusion;

- develop and convey to the City a 6,835 sq. ft. public gymnasium upon the Jackson Street Property;

- construct and install a pipe and stone stormwater detention system which will contribute to addressing the City’s stormwater concerns;

- improve a portion of Seventh Street in order to create visual continuity between the Jackson Street Property and Monroe V, encourage vehicular calming in the area, enhance the sense of community that is intended to be effectuated, provide ADA accessibility and delineate pedestrian, parking and travel lanes; and

- improve the Phase I Sliver for consistency with the Project and the Public Infrastructure Improvements; (collectively, the “Public Infrastructure Improvements”); and

WHEREAS (#7), the Public Infrastructure Improvements will result in the conveyance to the City of three (3) parcels comprising 90,085 sq. ft. of open space for purposes of recreation and conservation to be utilized as public parks together with other amenities totaling approximately \$26,440,300.00; and

WHEREAS (#8), in light of the substantial benefits to the City under the Redevelopment Agreement and in order to make the Project financially feasible, the execution of a Financial Agreement permitting the Redeveloper to make annual payments in lieu of taxes (PILOTs) to the

City equaling 10% of the Redeveloper's Annual Gross Revenue (the "Financial Agreement") is a condition of Redeveloper's obligations under the Redevelopment Agreement; and

WHEREAS (#7), N.J.S.A. § 34:1B-251 enables redevelopers who meet certain criteria, including the expenditure of \$10,000,000.00 or more in new capital investments which rely upon completed public infrastructure to be donated to the municipality, to apply for and receive a Public Infrastructure Tax Credit of up to \$2,000,000.00 from the New Jersey Economic Development Authority (the "Public Infrastructure Tax Credit"); and

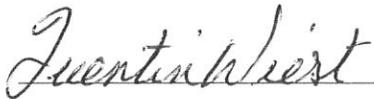
WHEREAS (#8), one of the prerequisites for a redeveloper to obtain such a Public Infrastructure Tax Credit is the adoption of a Resolution by the municipality receiving the public infrastructure consenting to the Public Infrastructure Tax Credit;

WHEREAS (#9), in light of the substantial benefits to the City under the Redevelopment Agreement, the City desires to support and consent to Redeveloper's application for any Public Infrastructure Tax Credit on the condition that the Redeveloper's receipt of any Public Infrastructure Tax Credit in excess of \$3,000,000.00 will require a re-evaluation of the terms and provisions of the Financial Agreement and may require an amendment of same, as appropriate, and any such re-evaluation shall include a consideration of any increase of Redeveloper's costs associated with the Project and Public Infrastructure Improvements.

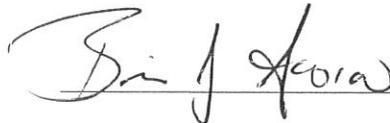
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken, in accordance with the provisions of N.J.S.A. § 34:1B-251, resolves as follows:

1. The City supports and consents to the granting of any Public Infrastructure Tax Credit to Monroe Center Hoboken Urban Renewal, LLC in connection with the redevelopment of the Monroe Center Area as set forth herein on the condition that the Redeveloper's receipt of any Public Infrastructure Tax Credit in excess of \$3,000,000.00 will require a re-evaluation of the terms and provisions of the Financial Agreement and may require an amendment of same, as appropriate, and any such re-evaluation shall include a consideration of any increase of Redeveloper's costs associated with the Project and Public Infrastructure Improvements.
2. The City Clerk shall cause this Resolution to be filed with the New Jersey Economic Development Authority in accordance with N.J.S.A. § 34:1B-251(c).
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.
4. This Resolution shall be effective immediately.

REVIEWED BY:



APPROVED AS TO FORM:



Quentin Wiest
Business Administrator

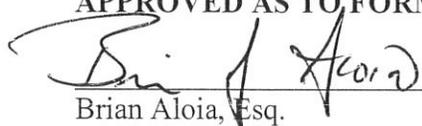
Brian Aloia, Esq.
Corporation Counsel

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		/		

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



CITY CLERK

Introduced By: 
Seconded By: 

**CITY OF HOBOKEN
RESOLUTION NO:**

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF
A REDEVELOPMENT AGREEMENT WITH MONROE CENTER HOBOKEN URBAN
RENEWAL, LLC FOR THE REDEVELOPMENT OF THE MONROE CENTER AREA,
AN AREA WITHIN THE NORTHWEST INDUSTRIAL AREA**

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" and as identified on the Map attached hereto as **Exhibit A**);
- 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**);
- 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**);
- 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**);
- 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 ("Phase I Sliver"); 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 ("Phase I") (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

WHEREAS (#4), after receiving a proposal for the redevelopment of a portion of the Monroe Center Area from Bijou Properties, LLC (“Bijou”), an affiliate of Redeveloper, involving, *inter alia*, the construction of one hundred fifty-six (156) residential units on Monroe V; ninety (90) automated on-site parking spaces; and the conveyance of 45,000 square feet of off-site property for public open space to the City, the City entered into an Interim Cost and Conditional Designation Agreement with Bijou in March 2013 designating Bijou as the Conditional Redeveloper of Monroe V and the Jackson Street Property, with such designation conditioned upon the negotiation and execution of a Redevelopment Agreement with the City together with the reimbursement of the City’s costs associated with the Redevelopment Agreement by Bijou; and

WHEREAS (#5), the City and Bijou entered into negotiations concerning the terms and conditions of the Redevelopment Agreement; and

WHEREAS (#6), the original proposal expanded in order to enhance the planning approach and to maximize the benefits and amenities to be made available to the public in connection with the project; and

WHEREAS (#7), ultimately, Bijou revised its proposal to include, *inter alia*, the construction and development of four hundred twenty-four (424) residential units, forty two (42) (i.e. 10%) of which would be deed restricted as affordable units, on Monroe III; approximately 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 (“Phase IV Owner”), 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 Redeveloper (or Redeveloper’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”); and

WHEREAS (#8), the City then entered into a First Amendment to the Interim Cost and Conditional Designation Agreement with Bijou in January 2015 which extended Bijou’s designation as the Conditional Redeveloper of Monroe III, conditioned upon the negotiation and execution of a Redevelopment Agreement with the City for the redevelopment, in accordance with the Redevelopment Plan, as may be amended; and

WHEREAS (#9), Bijou subsequently further enhanced its proposal with additional redevelopment features, including, *inter alia*, 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 (#10), due to the substantial efforts and negotiations undertaken by Mayor Zimmer, together with Brandy Forbes, AICP, PP, Director of Community Development, and members of the City Council's Community Development Subcommittee for this area of the City which include Councilmen David Mello, James Doyle, Michael Russo, and former Councilman Timothy Occhipinti, the implementation of the enhanced proposal will result in the conveyance to the City of approximately 90,085 square feet of real property (i.e. over 2 acres), including the Public Gym, to be utilized as open space for public recreation and conservation purposes, subject to certain easements, at no purchase price to be charged to the City, at a cost of approximately \$26,440,300.00 to the Redeveloper; and

WHEREAS (#11), the Redevelopment Agreement includes the following description of each major component of the Project, as follows:

Monroe III Component

- construction of an up to 700,000 sq. ft. mixed-use residential and commercial structure with heights ranging to a maximum of fourteen (14) stories and a maximum sixty (60) ft. base (the "Residential Building");
- environmental remediation to residential use standard, including installation of a vapor mitigation system, as necessary;
- construction of four hundred and twenty-four (424) rental residential units within the Residential Building;
- forty-two (42) of the residential units will be affordable housing units within the Residential Building (i.e. 10%) to be deed restricted as such for a minimum forty (40) year period;
- 23,625 sq. ft. (but in no event more than 33,000 sq. ft.) of retail space with uses only as permitted by the Redevelopment Plan;
- Residential Building to incorporate amenities and certain sustainable elements that would permit the Residential Building to qualify for LEED Certification (but such LEED Certification shall not be required);
- four hundred and fifteen (415) on-site parking spaces for residential, commercial and transient uses with ½ hour parking rates, of which seventy-five (75) parking spaces will be made available on a shared-parking, non-reserved basis for use by tenants of the Phase I building owned by Monroe Investment Group, LLC ("MIG"), an affiliate of Phase IV Owner, located at 700 Monroe Street, Block 81, Lot 3.01, Unit A, pursuant to the terms of a series of separate agreements to be entered into by and between Redeveloper, MIG and Phase IV Owner, in connection with the Project (the "Phase IV Agreement");

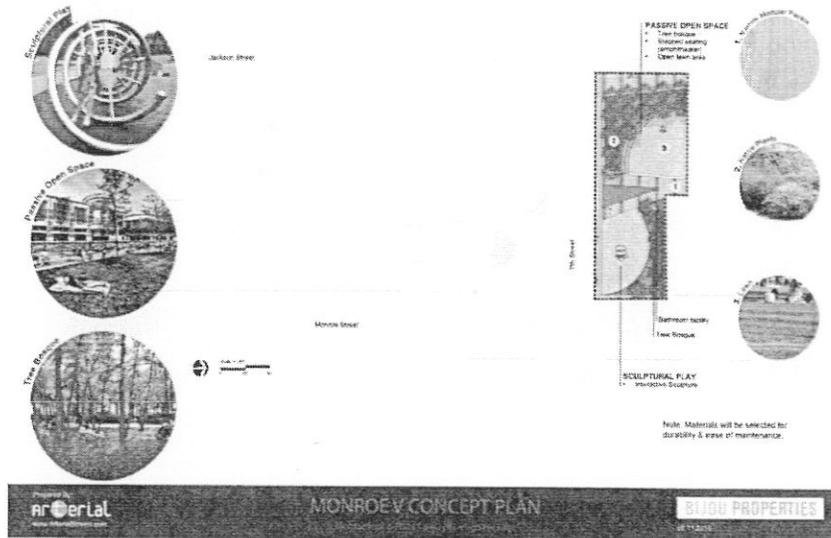


Monroe V Component

● development, consistent with the concept plan below, and conveyance to the City of 18,558 square feet of open space at no purchase price to the City whatsoever for utilization as open space for public recreation and conservation purposes and a portion of which is intended by the City to be used for the purpose of compensation for any prior diversion of parkland by the City pursuant to Green Acres regulations, subject to certain easements;

- environmental remediation;
- implementation of natural grass turf;
- interactive sculptural play structure;
- natural boulders;
- tables and seating;
- step seating, with a modern industrial design, to achieve an amphitheater-like effect for small public programming events;
- pedestrian lighting (“Lighting”);
- flood-proof electrical outlets to be installed above the Design Flood Elevation (“Outlets”);
- ground-rooted shade trees around the perimeter, subject to approval by the City of Hoboken’s Shade Tree Commission (“Trees”);

- a “Portland Loo” or “Portland Loo”-style public restroom facility which shall be connected to the City’s sewer system; and
- installation of a pipe and stone stormwater detention system which will contribute to addressing the City’s stormwater concerns (“Stormwater Detention Systems”);



Jackson Street Property Component

- development, consistent with the concept plan below, and conveyance to the City of 45,050 square feet of open space, inclusive of a public gymnasium, at no purchase price to the City whatsoever for utilization as open space for public recreation and conservation and for the intended purpose of compensation for any prior diversion of parkland by the City pursuant to Green Acres regulations;

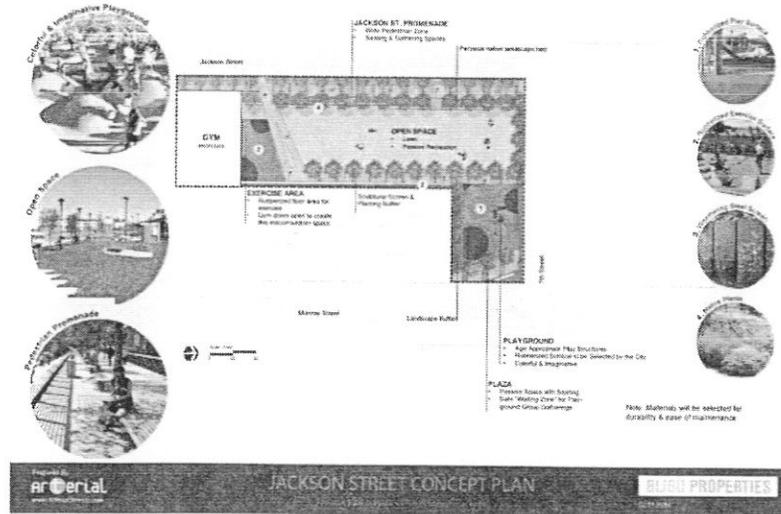
- environmental remediation;

- Public Gym: a 6,835 square foot multi-use public gymnasium with a classic field house design, consistent with the concept plan below, consisting of: one (1) floor height for basketball and indoor sports with an opening facing the Jackson Street Property for access to the Public Park Area; a mezzanine (located above the public restrooms and administrative office areas) for storage purposes; an optional doorway to the Jubilee Center; sports court with markings and removable nets/plates; indoor/outdoor exercise area for yoga or other community uses; drinking water fountain; security cameras; lighting; and to the extent necessary, a vapor barrier system;

- Public Park Area: consisting of the following features: open grass area in the manner of a “Quadrangle” on a college campus with a public walkway around the perimeter; public seating area; weathered screen which will be vandal-proofed or otherwise coated with graffiti-resistant materials between the “Quadrangle” and adjacent residential properties; and children’s playground area, consistent with the depiction below, including age appropriate play equipment set on a rubberized safety surface with modern fencing; Lighting; Outlets; and Trees;

- Seventh Street Improvements: 7th Street will be improved as a “tabled roadway” utilizing scored concrete and cobblestone bands to delineate the roadway and parking in order to: create visual continuity between the Jackson Street Property and Monroe V; encourage vehicular calming in the area; enhance the sense of community that is intended to be effectuated; provide ADA accessibility; and delineate pedestrian, parking and travel lanes; and

- Stormwater Detention Systems;





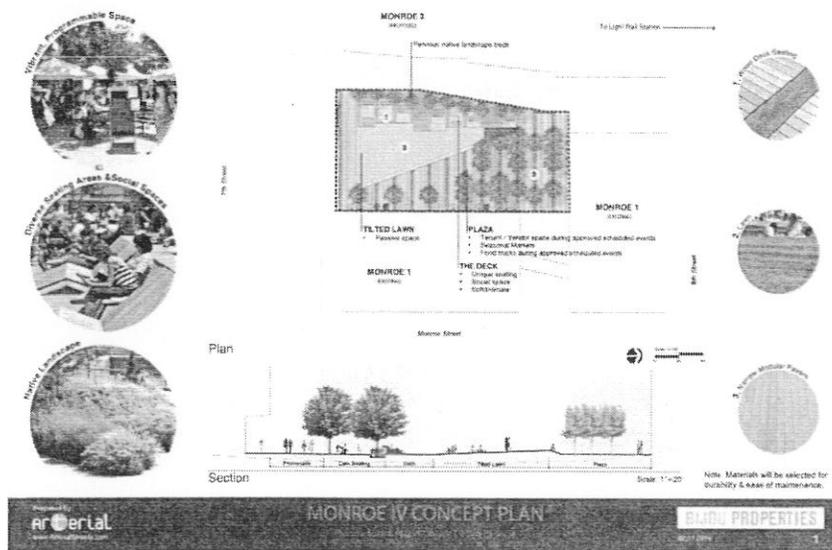
Phase IV Component

- development, consistent with the concept plan below, and conveyance by deed to the City (“Phase IV Deed”) of 26,477 square feet of open space at no purchase price to the City whatsoever for utilization as a public plaza for public recreation and conservation purposes and for the intended purpose of compensation for any prior diversion of parkland by the City, pursuant to Green Acres regulations subject to certain easements, pursuant to the Phase IV Agreement;

- environmental remediation;

- step seating, with a tilted lawn panel utilizing natural grass for relaxing and passive gatherings;

- a large, open hardscape plaza area designed to accommodate vendors and seasonal markets;
- deck-like seating area constructed of concrete and wood or a material that offers a similar aesthetic;
- Lighting;
- Outlets;
- Trees;
- improvement of the Phase I Sliver; and
- Stormwater Detention Systems (collectively referred to herein as the “Project”).



WHEREAS (#12), Monroe V, the Jackson Street Property, including the Public Gym, and Phase IV are collectively referred to herein as the “Future Open Public Spaces”; and

WHEREAS (#13), pursuant to the terms of the Redevelopment Agreement, the Jackson Street Component, including the construction of the Public Gym, the development of the Public Park Area, and the conveyance to the City of the Jackson Street Property, shall be priority over other tasks of the Redeveloper and the construction of the Residential Building and as such, the Jackson Street Component of the Project will be completed first; and

WHEREAS (#14), pursuant to the terms of the Redevelopment Agreement, the Redeveloper and Phase IV Owner shall have entered into the Phase IV Agreement whereby

Phase IV Owner shall have agreed to, *inter alia*, convey Phase IV to the City in accordance with the terms of the Redevelopment Agreement; and

WHEREAS (#15), the Phase IV Agreement shall have required the execution of the Phase IV Deed by Phase IV Owner and the placement of the executed Phase IV Deed into escrow until such time as the conveyance of Phase IV to the City shall occur in accordance with the terms of the Redevelopment Agreement (“Phase IV Deed Escrow”) and as referenced in a separate redevelopment agreement between the City and MIG, having been or to be considered by City Council in conjunction with the Redevelopment Agreement (the “MIG Redevelopment Agreement”); and

WHEREAS (#16), upon the satisfaction of certain conditions set forth in the Redevelopment Agreement, including but not limited to the issuance of a Certificate of Completion for Phase IV and the environmental remediation of Phase IV, subject to the terms therein including with regard to groundwater remediation, the Phase IV Deed shall be released from the Phase IV Deed Escrow and conveyed to the City; and

WHEREAS (#17), the City recognizes that the Redeveloper has agreed to remediate the historic and industrial environmental contamination upon the Future Open Public Spaces, including with regard to Phase IV, conditions which Redeveloper did not cause or contribute to, at its substantial expense; and

WHEREAS (#18), with regard to the remediation of soils, it is anticipated that certain contaminated soils will be excavated, any remaining contaminated soils will be capped which will act as engineering controls in accordance with applicable laws, rules and regulations, and deed notices restricting the future use of the parcels will be recorded as institutional controls (collectively, engineering and institutional controls are referred to herein as “Controls”); and

WHEREAS (#19), with regard to the remediation of groundwater, it is anticipated that following certain active remediation efforts, certain groundwater contaminants associated with the parcels will naturally attenuate over time and a Classification Exception Area (“CEA”) restricting the use of the groundwater will be implemented; and

WHEREAS (#20), in order to implement caps as engineering controls and deed notices and CEAs as institutional controls upon the Future Open Public Spaces, the City acknowledges that Soil and Groundwater Remedial Action Permits (“RAP”), respectively, from the New Jersey Department of Environmental Protection will be required and as such, the City has determined that it is in the best interest of the City to execute those documents or applications that are necessary and appropriate to transfer each of the RAPs from the Redeveloper to the City (the “RAP Transfer”), and/or to submit a Groundwater RAP application (“GRAP Application”) for CEA upon any of the Future Open Public Spaces, as the case may be, at the appropriate time, in accordance with the terms of the Redevelopment Agreement, assuming that the circumstances at that time are as contemplated by the Redevelopment Agreement and do not conflict with the terms of the Redevelopment Agreement, in which case, separate authorization by the City Council would be required; and

WHEREAS (#21), following Redeveloper's remediation of soils upon each of the Future Open Public Spaces as well as the satisfaction of all other conditions for the conveyance of the respective Future Open Public Spaces to the City, the Redeveloper may elect to establish a groundwater remediation escrow with an amount of funds to be approved by the City for the City's benefit and utilization in the undertaking of any remaining tasks associated with the remediation of groundwater to obtain Response Action Outcomes ("RAO") for any or all of the Future Open Public Spaces, including the submission of a GRAP Application, such that the City's use and enjoyment of any of the Future Open Public Spaces will not be delayed in any protracted manner as a result of the contaminants in the groundwater; and

WHEREAS (#22), regardless of whether the Redeveloper or the City completes the remediation of groundwater upon any of the Future Open Public Spaces, the City expects to incur certain limited future environmental costs restricted to those costs associated with the Controls and compliance with other environmental requirements set forth by the State of New Jersey (collectively referred to herein as "Future Environmental Costs"); and

WHEREAS (#23), pursuant to the terms of the Redevelopment Agreement, the Redeveloper shall be required to procure an Environmental Insurance Policy with respect to the Future Open Public Space for the City's protection to cover any pollution conditions that are unknown as of the date the Environmental Insurance Policy is purchased, subject to the terms and conditions of the Environmental Insurance Policy, with the term of the Environmental Insurance Policy for the respective Future Open Public Space being five (5) years from the date that the Future Open Public Space is conveyed to the City or three (3) years from the date that the "RAO for groundwater for the respective Future Open Public Space is issued, whichever is later, and with the Redeveloper being solely responsible for the payment of premiums as well as any deductible, as further set forth in the Redevelopment Agreement; and

WHEREAS (#24), notwithstanding any Future Environmental Costs, the City acknowledges that it will also incur certain ongoing operation and maintenance costs in connection with the Future Open Public Spaces (i.e. operation of the Public Gym, maintenance of the parks), but recognizes that the benefit of the Future Open Public Spaces to the residents of the City of Hoboken is so substantial as to warrant same; and

WHEREAS (#25), the Redevelopment Agreement will be conditioned upon certain events and factors to allow for the construction and implementation of the Project, as it is set forth in the Redevelopment Agreement, including an amendment to the Redevelopment Plan such that the Project may proceed in conformity (the "Redevelopment Plan Amendment"); and

WHEREAS (#26), in light of the extraordinary circumstances and the significant extent of public amenities to be provided to the City by Redeveloper at Redeveloper's cost, estimated to be \$26,440,300, the Redevelopment Agreement is also conditioned upon the adoption of an Ordinance authorizing the City to enter into a Financial Agreement whereby Redeveloper will be granted certain tax abatements with regard to Monroe III and Redeveloper will make annual payments in lieu of taxes (PILOTs) to the City equaling 10% of the Redeveloper's Annual Gross Revenue (the "Financial Agreement"); and

WHEREAS (#27), in furtherance of the City's recognition of the extraordinary circumstances and the significant extent of public amenities to be provided to the City by Redeveloper at Redeveloper's substantial cost, the City desires to waive any construction permit fees, zoning certificate fees, and certificate of occupancy fees, as may be applicable, which would otherwise be collected by the City, with specific regard to the Future Open Public Spaces, to the extent permitted by law; and

WHEREAS (#28), the City also desires to support the Redeveloper's request for a waiver of City Planning Board application, escrow and review fees with specific regard to the Future Open Public Spaces, to the extent permitted by law; and

WHEREAS (#29), the City and the Redeveloper have engaged in extensive negotiations and the City has determined that in furtherance of the City's goals and objectives to implement the redevelopment contemplated in the Redevelopment Plan, as may be amended, it is in the best interests of the City and its residents to enter into the Redevelopment Agreement with Monroe Center Hoboken Urban Renewal, LLC ("Redeveloper"), an affiliate of Bijou, being designated as the exclusive Redeveloper of Monroe III, Monroe V, the Jackson Street Property, Phase IV and the Phase I Sliver.

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

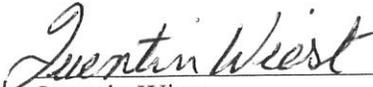
1. The Mayor of the City of Hoboken is hereby authorized to execute the Redevelopment Agreement by and between the City of Hoboken and Monroe Center Hoboken Urban Renewal, LLC in substantially the form attached hereto as **Exhibit B**, designating Monroe Center Hoboken Urban Renewal, LLC as the exclusive redeveloper of 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 (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 (Monroe V); 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 (the Jackson Street Property); Block 81, Lot 3.01 (Unit B) on the Tax Map of the City of Hoboken (Phase IV); and Portion of Block 81, Lot 3.01 (Unit A) on the Tax Map of the City of Hoboken, also more commonly known as 720 Monroe Street ("Phase I Sliver").

2. The Mayor of the City of Hoboken is hereby authorized to execute the RAP Transfers and any GRAP Application for each of the Future Open Public Spaces, as necessary and appropriate, in accordance with the terms of the Redevelopment Agreement and as set forth herein.

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, including, but not limited to, the waiver of any construction permit fees, zoning certificate fees, and certificate of occupancy fees, as may be applicable, which would otherwise be collected by the City, with specific regard to the Future Open Public Spaces, to the extent permitted by law.

4. This Resolution shall be effective immediately.

REVIEWED BY:



Quentin Wiest
Business Administrator

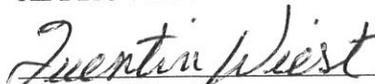
APPROVED AS TO FORM:



Brian Aloia, Esq.
Corporation Counsel

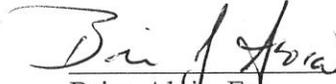
Meeting date: _____

APPROVED:



Quentin Wiest
Business Administrator

APPROVED AS TO FORM:



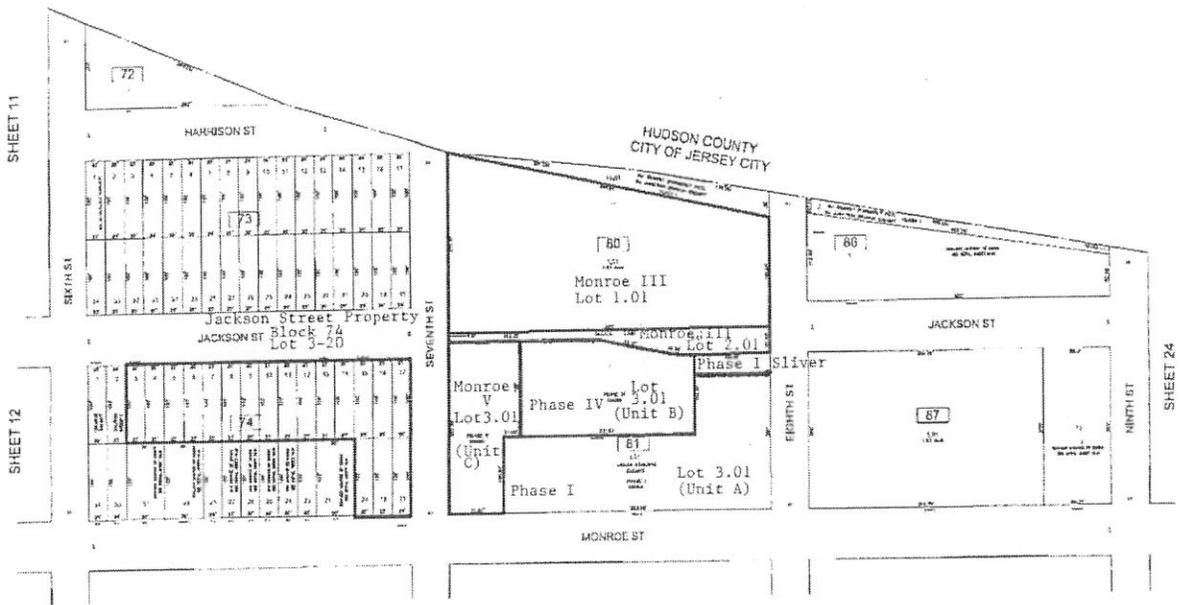
Brian Aloia, Esq.
Corporation Counsel

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		/		

Exhibit A Map

16

16



REVISION	
NO.	DESCRIPTION

SHEET 17

THIS MAP HAS BEEN DRAWN UNDER THE SUPERVISION OF THE ENGINEER AND CHECKED BY THE ENGINEER'S ASSISTANT.

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
FEBRUARY 21, 2013, ISSUED
BY SUE GAVISON, CTA AND
ASSIGNED SERIAL NUMBER 1012

**TAX MAP
CITY OF HOBOKEN**

CHARLES A. ATKINSON

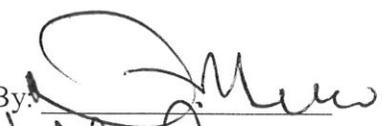
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Exhibit B

**Redevelopment Agreement by and between the City of Hoboken and Monroe Center
Hoboken Urban Renewal, LLC**

CD 3

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.

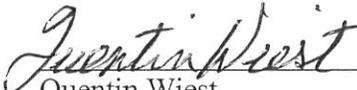
2. Upon the satisfaction of the requirements set forth in N.J.S.A. 13:8B-1, et seq. and upon the occurrence of all of the Termination Triggers, as that term is defined herein, the Mayor of the City of Hoboken is hereby authorized to execute and record a termination of the Prior Deed of Easement in its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

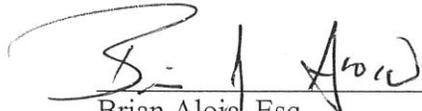
4. This Resolution shall be effective immediately.

REVIEWED BY:

APPROVED AS TO FORM:



 Quentin Wiest
 Business Administrator

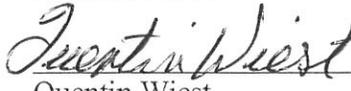


 Brian Aloia, Esq.
 Corporation Counsel

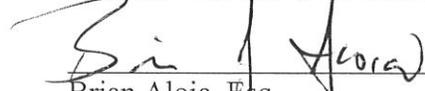
Meeting date: _____

APPROVED:

APPROVED AS TO FORM:



 Quentin Wiest
 Business Administrator



 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

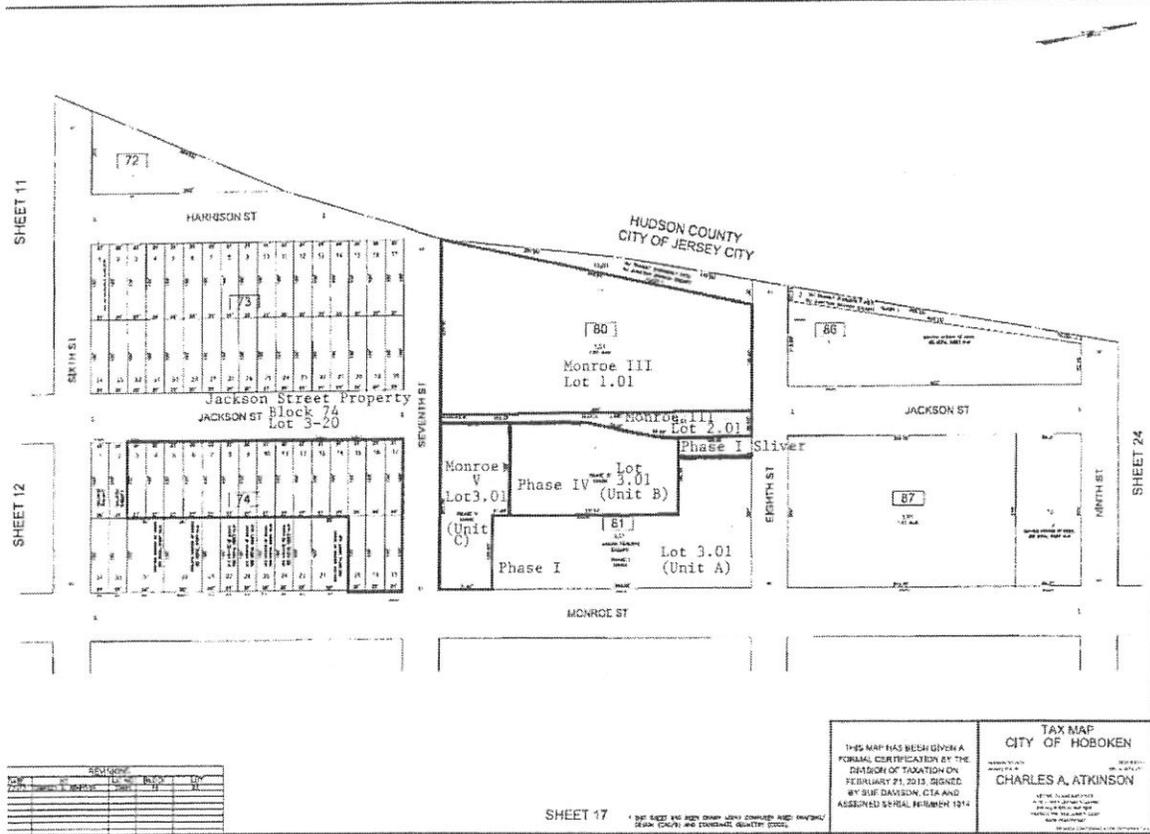
James J. Sarnia

CITY CLERK

Exhibit A Map

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SHEET 17

THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON FEBRUARY 21, 2013, SIGNED BY SUE DAVIDSON, CTA AND ASSIGNED SERIAL NUMBER 1814

TAX MAP
CITY OF HOBOKEN
APPROVED BY
CHARLES A. ATKINSON
CITY CLERK

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Exhibit B
Legal Description of Monroe III

Exhibit C
Legal Description of Monroe V

Exhibit D
Legal Description of the Jackson Street Property

Exhibit E
Legal Description of Phase IV

Exhibit F
Legal Description of Phase I Sliver

Exhibit G
Legal Description of Phase I

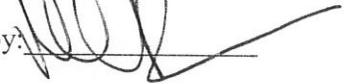
Exhibit H
Prior Deed of Easement

Exhibit I
ROW Easement

Exhibit J
Open Space Plan, dated June 3, 2016

Exhibit K
Form of Monroe III Deed of Easement for Public Access

Exhibit L
Phase I Deed of Easement for Public Access

Sponsored by: 
Seconded by: 

CITY OF HOBOKEN

Resolution No.: ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOBOKEN REGARDING THE LONG TERM TAX EXEMPTION FOR MONROE CENTER HOBOKEN URBAN RENEWAL, LLC, THE REDEVELOPER OF THE MONROE CENTER AREA, TO INCLUDE IN EACH ANNUAL BUDGET, FOLLOWING THE COMMENCEMENT OF PILOT PAYMENTS IN ACCORDANCE WITH THE FINANCIAL AGREEMENT, AN APPROPRIATION TO THE HOBOKEN SCHOOL DISTRICT FROM SUCH PILOT PAYMENTS

WHEREAS (#1), the City of Hoboken has, by Resolution of the Governing Body, designated Monroe Center Hoboken Urban Renewal, LLC (the “Redeveloper”) as the exclusive redeveloper of the Monroe Center Area, an area within the Northwest Industrial Area of the City as further set forth herein, and further, has authorized the execution of a Redevelopment Agreement by and between the City and the Redeveloper for the redevelopment of the Monroe Center Area (the “Redevelopment Agreement”); and

WHEREAS (#2), pursuant to the terms of the Redevelopment Agreement, the Redeveloper will implement a redevelopment project for the construction of an up to 700,000 sq. ft. mixed-use residential and commercial structure upon Block 80, Lot 1.01 and Block 81, Lot 2.01, also known as Monroe III, which will include 424 residential units, 42 of which shall be deed restricted as affordable housing units within the building (i.e. 10%), for no less than 40 years (the “Project”); and

WHEREAS (#3), the implementation of the Redevelopment Agreement will result in the environmental remediation and conveyance to the City of three (3) parcels comprising 90,035 sq. ft. of open space for purposes of recreation and conservation to be utilized as public parks, including the construction of a public gymnasium and a Stormwater Detention System to contribute towards addressing the City’s stormwater concerns and Rebuild By Design initiatives, at a cost to the Redeveloper of approximately \$26,440,300.00 (collectively, the “Public Infrastructure Improvements”); and

WHEREAS (#4), the City Council of the City of Hoboken has determined that it is in the best interest of the City of Hoboken to acquire the parcels as well as the Stormwater Detention System; and

WHEREAS (#5), the Redeveloper submitted to the City an Application for a Long Term Tax Exemption and a Fiscal Impact Analysis in connection with the Project and the Public Infrastructure Improvements seeking to make payments in lieu of taxes (“PILOTs”); and

WHEREAS (#6), pursuant to the Redeveloper’s Fiscal Impact Analysis, the Project, together with the Public Infrastructure Improvements, would not be financially feasible but for the provision of a long term tax exemption in accordance with N.J.S.A. 40A:20-1, et seq. (the “Exemption Law”); and

WHEREAS (#7), the City has carefully reviewed the PILOT Application and the Redeveloper’s Fiscal Impact Analysis and has considered the impacts of the development upon the City as well as the long term tax exemption requested by the Redeveloper; and

WHEREAS (#8), the City has further determined that the benefits of the Project, together with the Public Infrastructure Improvements, outweigh the cost of the tax exemption for the following reasons:

1. Extensive environmental remediation will be completed upon Monroe III, Phase IV, Monroe V and the Jackson Street Property.
2. The provision of affordable housing contributes to the satisfaction of the City's policy to encourage affordable housing opportunities.
3. The net amount of revenue projected to be received by the City from the PILOT payments will exceed the net amount of revenue projected to be received by the City if the Project was built and subject to otherwise applicable taxes.
4. The City would realize a debt service cost in the approximate amount of \$37.6 million if the City were to undertake the implementation of the Public Infrastructure Improvements.

WHEREAS (#9), in light of the substantial benefits to the City under the Redevelopment Agreement and pursuant to the City's consideration of the PILOT Application and the Redeveloper's Fiscal Impact Analysis as well as the City's Financial Analysis, together with the Report prepared by the City's financial consultant, 4 Ward Planning, which concluded that the 30 year PILOT is necessary in order to make the Project, together with the Public Infrastructure Improvements, financially feasible, the City determined that a Financial Agreement permitting the Redeveloper to make annual payments in lieu of taxes (PILOTs) to the City (the "Financial Agreement") is justified and as such, the Financial Agreement is a condition of the Redeveloper's obligations under the Redevelopment Agreement; and

WHEREAS (#10), the formula for the distribution of the revenue received through PILOT payments is mandated by the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-12, which provides that otherwise applicable real estate taxes on the land are payable in full, 5% of the PILOT payments relating to the improvements on the land are payable to the County, no payment is made to the school district, while the remaining 95% of the PILOT payment is retained by the City; and

WHEREAS (#11), the City Council wishes to provide, to the maximum extent of its legal authority, an appropriate payment to the Hoboken School District in order to acknowledge and contribute towards addressing the differential in the payments due to the Hoboken School District under the PILOT structure set forth in the Financial Agreement so that necessary funding to enable the Hoboken School District to continue to provide the children of the City of Hoboken a thorough and efficient education will be assured; and

WHEREAS (# 12), based upon the PILOT Application and Fiscal Impact Analysis prepared by the Entity and reviewed by the City's financial consultant, 4 Ward Planning, the PILOT payments are not expected to begin until the first quarter of 2019, when the first Certificates of Occupancy are estimated to be issued; and

WHEREAS (#13), pursuant to the provisions of the Long Term Tax Exemption Law, the actual PILOT payments will vary from year to year, as the amount is based on a percentage of the actual rents and other revenues received by the Redeveloper from the Project, such that the amounts of the PILOT payments are anticipated to fluctuate from year to year; and

WHEREAS (#14), pursuant to the terms of the Financial Agreement and the Long Term Tax Exemption Law, the Redeveloper is subject to a limitation of its profits, and following an annual audit, any profit in excess of the greater of (i) 12% or (ii) 1.25% over the initial permanent mortgage financing, must be paid back to the City by the Redeveloper; and

WHEREAS (#15), pursuant to the terms of the Long Term Tax Exemption Law, the Redeveloper must make estimated quarterly payments throughout the year, and if the annual audit reflects that the estimated PILOT payments are in excess of the actual required PILOT payment, the Redeveloper will be entitled to an adjustment in the amount of the overpayment.

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

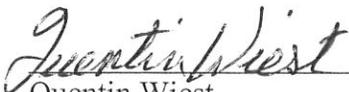
1. It is the hereby expressed intent of the City Council of the City of Hoboken that, upon the commencement of the receipt of the annual PILOT payments referenced herein by the City, and continuing for the entire thirty (30) year duration of such payments, the City Council shall include in each annual Municipal Budget, an appropriation to the Hoboken School District in an amount equivalent to the greater of (1) 25 percent of the annual PILOT revenue received by the City from this project or (2) the number of K-12 students residing in the project and attending Hoboken School District K-12 schools multiplied by the School Choice reimbursement rate for that year, up to a maximum of 50% of the City's annual Pilot revenue from this project, to ensure that the Project pays its fair share of school taxes in order to enable the School District to continue to provide a thorough and efficient education to the children of the City of Hoboken, and to relieve non-abated property owners within the City of Hoboken from subsidizing any tax burden triggered by the Long Term Exemption Law, arising out of this Project.

2. A certified copy of this Resolution shall be forwarded to the Hoboken School District by the City Clerk.

3. This resolution shall take effect upon the adoption of an Ordinance by the City Council of the City of Hoboken authorizing the execution of the Financial Agreement, as that term is defined herein.

Meeting date: _____

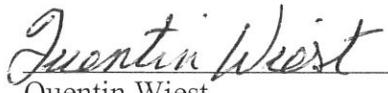
REVIEWED BY:


 Quentin Wiest
 Business Administrator

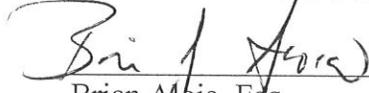
APPROVED AS TO FORM:


 Brian Aloia, Esq.
 Corporation Counsel

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		/		

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



 CITY CLERK

Introduced By:

Secoded By:

**CITY OF HOBOKEN
RESOLUTION NO:**

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF
A REDEVELOPMENT AGREEMENT WITH MONROE INVESTMENT GROUP, LLC
FOR THE REDEVELOPMENT OF BLOCK 81, LOT 3.01 (UNIT A) IN THE MONROE
CENTER AREA, AN AREA WITHIN THE NORTHWEST INDUSTRIAL AREA**

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 3.01 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" and as identified on the Map attached hereto as **Exhibit A**);

• 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**);

• 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

• 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

• 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

• 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**) (collectively referred to herein as the "Monroe Center Area" or the "Redevelopment Area"); and

WHEREAS (#3), the City desires that the Monroe Center Area be redeveloped in accordance with the Redevelopment Plan for the Northwest Industrial Area which has been and may be further amended from time to time (the “Redevelopment Plan”); and

WHEREAS (#4), the City and Monroe Investment Group, LLC, the owner of Phase I (the “Redeveloper” or “MIG”), acknowledge that the City Council of the City of Hoboken (the “City Council”) has authorized the execution of a separate Redevelopment Agreement with Monroe Center Hoboken Urban Renewal, LLC (the “MCHUR Redevelopment Agreement”), the owner of Monroe III, which includes and is conditioned upon a related private agreement by and between Phase 4 Association, LLC (“Phase IV Owner”), an affiliate of MIG, 700 Monroe Hoboken, LLC (“Monroe V Owner”) and 605 Jackson Hoboken, LLC, affiliates of MCHUR (“Jackson Street Property Owner”) (the “Third Party Agreement”); and

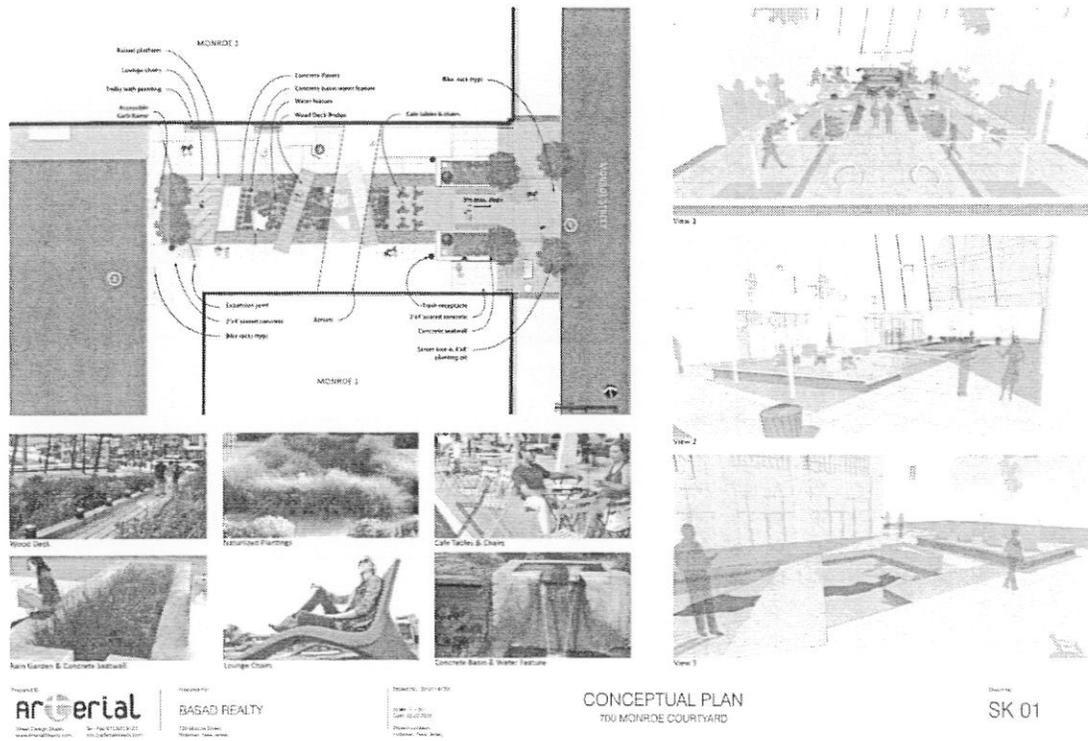
WHEREAS (#5), the MCHUR Redevelopment Agreement and the Third Party Agreement, collectively contemplate, *inter alia*, the following:

- the remediation and development of Monroe III by MCHUR;
- the remediation and development of Phase IV by MCHUR;
- the conveyance of Phase IV to the City at no purchase price to the City by Phase IV Owner for utilization as open public space for purposes of recreation and conservation;
- the remediation, development and conveyance of Monroe V to the City at no purchase price to the City by MCHUR for utilization as open public space for purposes of recreation and conservation;
- the remediation, development and conveyance of the Jackson Street Property, including a public gymnasium, to the City at no purchase price to the City by MCHUR for utilization as open public space for purposes of recreation and conservation;
- the installation of a stormwater detention system underneath Phase IV and Monroe V;
- the improvement of the Phase I Sliver by MCHUR;
- the implementation of various easements by and between the parties to the Agreements upon the Properties for certain utilities and other encroachments; and

WHEREAS (#6), in addition to facilitating all of the above components of the MCHUR Redevelopment Agreement, including the Third Party Agreement, and in order to achieve the cohesive redevelopment of the Monroe Center Area and to create a sense of community with continuity in the design of the overall Monroe Center Area, MIG has proposed to undertake the redevelopment of Phase I by implementing, *inter alia*, the following features thereupon:

Phase I Redevelopment Project

- investigation and remediation of any environmental contamination originating upon or migrating from Phase I as may be required, including the implementation of an engineering control on a portion of Phase I;
- the continued repurposing and rehabilitation of the two existing formerly industrial buildings upon Phase I (the “Buildings”) for multi-purpose, commercial tenant-based use including but not limited to general office use, artistic, educational, design, studios, gallery and community facilities, such as daycare centers and charter schools, restaurant, and retail;
- recordation of a covenant that at least 15% of the total square footage of the Buildings shall be used, marketed or ultimately rented to tenants for a public, artistic or art-related use and/or to promote the arts, such as artist studio, dance, movement, rehearsal or exercise studio, music, children’s educational, and/or gallery, for a period of at least ten (10) years;
- development of a courtyard (or such plaza) under the cat-walk type bridge which connects the Buildings (the “Bridge”) by landscaping and hardscaping the 54-foot x 100-foot area fronting on Monroe Street (the “Walkway Area”), including the incorporation of a gateway or formal pedestrian entrance, informal seating areas for gathering, a water feature including safety buffers for adjacent pedestrians, and flexible spaces, as depicted below; and



- recordation of a Deed of Easement for Public Access to provide the public with access to the Walkway Area and the Phase I Sliver for purposes of ingress and egress between the

public park development to be implemented upon Phase IV and Monroe Street and Eighth Street, respectively, all as more specifically described in the form of Redevelopment Agreement attached hereto as **Exhibit B** (collectively, the “Project”); and

WHEREAS (#7), additionally, MIG, as the Redeveloper of Phase I, may, but would not be required to, also undertake the installation of certain awnings and canopies, including pendant signs and lighting, as well as a balcony upon the Buildings, in order to enhance the exterior of the Buildings, subject to certain conditions, which, if undertaken by Redeveloper, would require the recording of an encroachment easement over the public property (i.e. the sidewalks) on Monroe Street and Eighth Street (the “Public Property Easement Agreement”); and

WHEREAS (#8), while the proposed Project is consistent with the spirit and intent of the Redevelopment Plan, certain amendments to the Redevelopment Plan will be required in order to accommodate the Project and the uses upon Phase I, which such amendment would be a condition of the Redevelopment Agreement, amongst others; and

WHEREAS (#9), the City, MIG and MCHUR have engaged in extensive negotiations and the City has determined that in furtherance of the City’s goals and objectives to implement the redevelopment contemplated in the Redevelopment Plan, as may be amended, it is in the best interests of the City and its residents to enter into the Redevelopment Agreement with Monroe Investment Group, LLC (“Redeveloper”) being designated as the exclusive Redeveloper of Phase I.

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 execute the Redevelopment Agreement by and between the City of Hoboken and Monroe Investment Group, LLC in substantially the form attached hereto as **Exhibit B**, designating Monroe Investment Group, LLC as the exclusive redeveloper of Block 81, Lot 3.01 (Unit A), excluding the Phase I Sliver as that term is defined herein, on the Tax Map of the City of Hoboken, more commonly known as 720 Monroe Street.

2. The Mayor of the City of Hoboken is hereby authorized to execute and record the Public Property Easement Agreement in the form attached to the Redevelopment Agreement, in accordance with the terms of the Redevelopment Agreement and as set forth herein.

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:

APPROVED AS TO FORM:

Quentin Wiest
Quentin Wiest
Business Administrator

Brian Aloia
Brian Aloia, Esq.
Corporation Counsel

Meeting date: _____

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Brian Aloia
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		/		

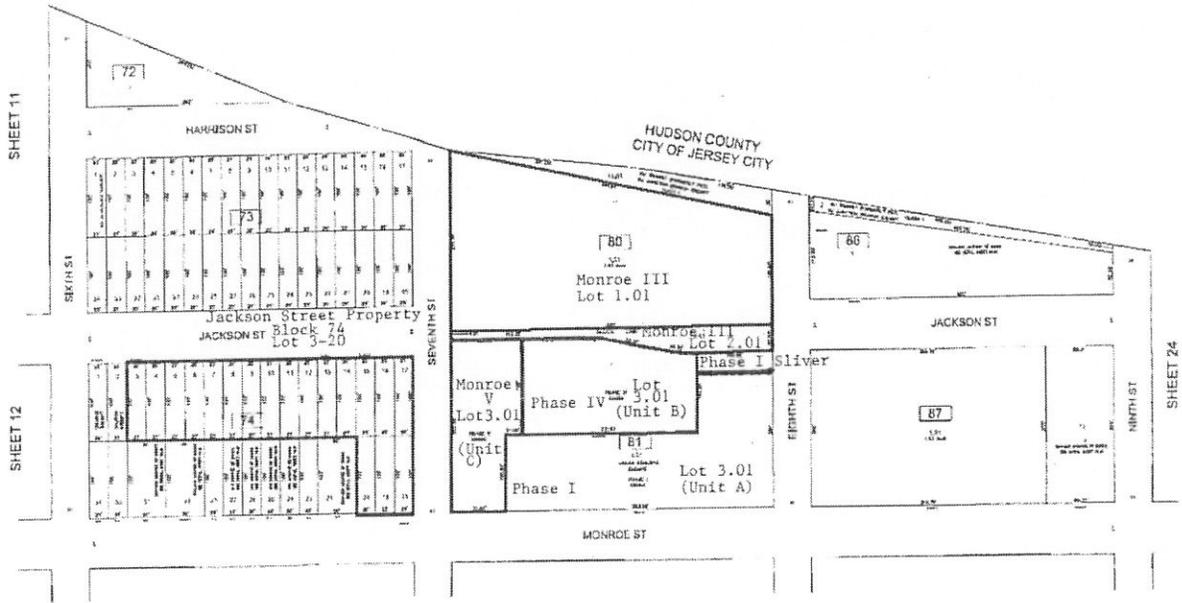
A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 8 2015

James J. Sarina
CITY CLERK

Exhibit A Map

16

16



REVISIONS			
NO.	DATE	DESCRIPTION	BY

SHEET 17

SEE SHEET AND BENCH MARKS COMPARED WITH DRAWINGS/DEEDS, LOCAL AND SURROUNDING QUARTERS.

THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON FEBRUARY 21, 2013, SIGNED BY SUE DAVISON, CTA AND ASSIGNED SERIAL NUMBER 1012

TAX MAP
CITY OF HOBOKEN
APPROVED BY
CHARLES A. ATKINSON

16

16

Exhibit B

**Redevelopment Agreement by and between the City of Hoboken and
Monroe Investment Group, LLC**

Introduced by: 
Seconded by: 

CITY OF HOBOKEN

RESOLUTION NO.: _____

RESOLUTION OF THE CITY OF HOBOKEN REFERRING AN AMENDMENT TO THE NORTHWEST REDEVELOPMENT PLAN TO THE PLANNING BOARD OF THE CITY OF HOBOKEN FOR REVIEW AND REPORT PURSUANT TO N.J.S.A. 40A:12A-7

WHEREAS (#1), by Ordinance adopted May 20, 1998, the City Council of the City of Hoboken (“City Council”) adopted a Redevelopment Plan, which has been amended from time to time, known as the Northwest Redevelopment Plan for the redevelopment of an area in the City of Hoboken known as the Northwest Industrial Area (“Northwest Redevelopment Plan”), which was determined to be an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law (“Redevelopment Law”), N.J.S.A. 40A:12A-1 et seq.;

WHEREAS (#2), the following real properties are situated 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”);
- Block 81, Lot 3.01 (Unit C) on the Tax Map of the City of Hoboken, more commonly known as known as 700 Monroe Street and formerly known as Monroe V under a prior redevelopment agreement which was terminated by Resolution of the City Council of the City of Hoboken (“City Council”) in 2011 (the “Prior Agreement”) (referred to herein as “Monroe V”);
- 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”);
- Block 81, Lot 3.01 (Unit B) on the Tax Map of the City of Hoboken, formerly known as Phase IV under the Prior Agreement (referred to herein as “Phase IV”); and
- Block 81, Lot 3.01 (Unit A) on the Tax Map of the City of Hoboken, more commonly known as 720 Monroe Street, (referred to herein and formerly known as “Phase I” under the Prior Agreement) (collectively referred to herein as the “Monroe Center Area,” the “Redevelopment Area” or the “Properties”); and

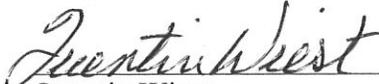
WHEREAS (#3), the City Council has prepared certain amendments to the Northwest Redevelopment Plan, which amendments are in furtherance of the redevelopment of the Northwest Industrial Area, and which are set forth in a proposed Ordinance entitled "An Ordinance Amending the Northwest Redevelopment Plan and Appendix A of Chapter 196 of the Code of the City of Hoboken," a copy of which is attached hereto as **Exhibit A**; and

WHEREAS (#4), pursuant to N.J.S.A. 40A:12A-7, prior to the amendment of a Redevelopment Plan, proposed amendments must be referred to the Planning Board for review and recommendations.

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

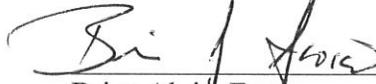
1. A copy of the proposed ordinance entitled "An Ordinance Amending the Northwest Redevelopment Plan and Appendix A of Chapter 196 of the Code of the City of Hoboken" be transmitted to the Planning Board of the City of Hoboken for its review and recommendations pursuant to N.J.S.A. 40A:12A-7.
2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.
3. This Resolution shall be effective immediately.

REVIEWED BY:



Quentin Wiest
Business Administrator

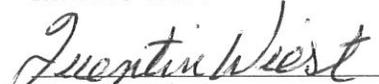
APPROVED AS TO FORM:



Brian Aloia, Esq.
Corporation Counsel

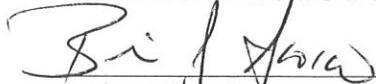
Meeting date: _____

APPROVED:



Quentin Wiest
Business Administrator

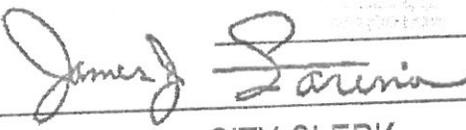
APPROVED AS TO FORM:



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	/			

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



 CITY CLERK

Exhibit A

**An Ordinance Amending the Northwest Redevelopment Plan and Appendix A of Chapter
196 of the Code of the City of Hoboken**

Introduced By: _____
Second By: _____

94
C 22

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AWARDING AN AMENDMENT TO THE
PROFESSIONAL SERVICE CONTRACT TO COMMUNITY GRANTS
PLANNING AND HOUSING FOR PROFESSIONAL AFFORDABLE
HOUSING ADMINISTRATIVE AGENT SERVICES FOR THE CITY
WITH NO CHANGE IN THE NOT TO EXCEED AMOUNT OF
TWENTY SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS
(\$27,290.00) BUT FOR AN EXTENSION OF ONE YEAR TO THE
TERM, TO EXPIRE JULY 8, 2017**

WHEREAS, the City of Hoboken published RFP's for professional affordable housing administrative agent services for the City, and thereafter contracted for said services with Community Grants Planning and Housing, in accordance with the Local Public Contracts Law and the Fair and Open Process; and,

WHEREAS, consequential to the one year contract awarded to CGPH, the firm has specialized knowledge of the City of Hoboken's characteristics and needs, and has specialized skills relating to the application of the knowledge to the City's continued professional services needs of its Administrative Agent; and,

WHEREAS, as such, in accordance with the direction of the Administration, the City Council is now asked to authorize an amendment to the contract to CGPH for an additional one (1) year term to commence on July 9, 2016 and expire July 8, 2017, with no change in the contract amount; and,

WHEREAS, certification of funds is not necessary for this amendment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken (*a majority of the full council voting affirmatively*), that the contract with the below listed vendor is amended for an additional one (1) year term to commence on July 9, 2016 and expire July 8, 2017, for services as Professional Affordable Housing Agent for the City, with no change in the not to exceed amount, as follows:

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

Community Grants Planning and Housing
101 Interchange Plaza – St. 301
Cranbury, New Jersey 08512

Meeting date: July 6, 2016

APPROVED:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Brian J. Aloia

Brian J. Aloia, Esq.
Corporation Counsel

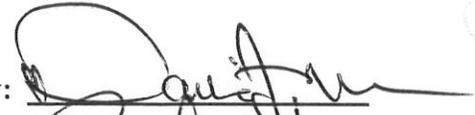
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco				/
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

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. Sarunia

CITY CLERK

Sponsored By:



Co-sponsored By:



RESOLUTION NO: _____

**RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE FUNDING AGREEMENT WITH
HOBOKEN COMMUNITY CENTER, LLC**

Whereas, the Board of Directors of Hoboken Community Center, LLC located at 1301 Washington Street, Hoboken, NJ 07030, has submitted to the City of Hoboken, an application for City of Hoboken Community Development Block Grant funds to facilitate the "Operation of SRO Housing" within the City of Hoboken; and

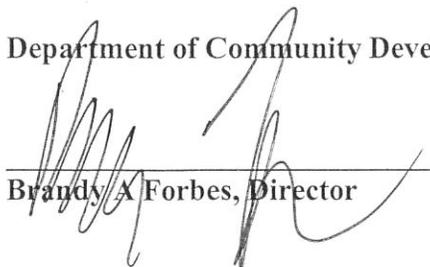
Whereas, under the terms of said Agreement, a copy of which is attached hereto and made a part hereof, the City of Hoboken shall provide funds in the amount of \$17,500.00 out of available City of Hoboken Community Development Block Grant funds for Hoboken Community Center, LLC to operate said program within the City of Hoboken; **now therefore, be it -**

Resolved, that the Mayor and Council of the City of Hoboken hereby approves the attached Subrecipient Agreement and accepts the obligations under the aforesaid Agreement, **and be it --**

Further Resolved, that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute said Agreement between the City of Hoboken and Hoboken Community Center, LLC, and the City Clerk is hereby authorized to attest same and to affix the City Seal.

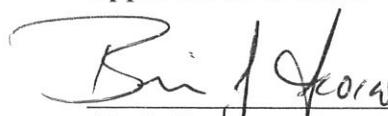
Meeting date: July 6, 2016

Department of Community Development



Brandy A Forbes, Director

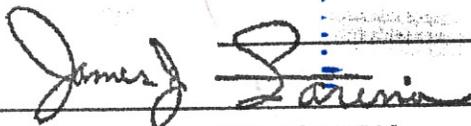
Approved as to form:



Alysia Proko, Acting Corporation Counsel
Brian Aloie

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco				✓
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 06 2015



CITY CLERK

**AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND
HOBOKEN COMMUNITY CENTER, LLC
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM YEAR 2016**

THIS AGREEMENT, entered this ____ day of _____, 20__ by and between the City of Hoboken, with an address of 94 Washington Street, Hoboken, New Jersey (herein called the “Grantee”) and Hoboken Community Center, LLC (herein called the “Subrecipient”), with an address of 1301 Washington Street, Hoboken, NJ 07030.

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Subrecipient wishes to obtain and utilize a portion of the Grantee’s funds, and the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto, in exchange for adequate consideration, the adequacy of which is hereby agreed upon by the Parties, and for other good and valuable consideration, that;

SECTION 1. SCOPE OF SERVICE

A. Activities

1. General Statement

The Subrecipient will be responsible for the administration of a project entitled “Operation of SRO Housing” and will be awarded \$17,500 in Community Development Block Grant funds (CDBG) to provide 96 units of single residence occupancy (SRO) rooms for men. The Subrecipient will be responsible for administering the CDBG program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

The Subrecipient is receiving funding to service 96 homeless men through the provision of SRO rooms.

3. General Administration

The entire CDBG project budget will be used for utilities.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives: benefit low and moderate-income persons; aid in the prevention or elimination of slums

or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the benefit of low-and moderate income persons by low-and moderate income limited clientele activities as stated in 24 CFR 570.208(a)(2)(i)(A). The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the National Objectives of 03T Operating Costs Homeless/AIDS Patients as stated in 24 CFR 570.201(e).

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient will provide service to 96 unduplicated men over the course of this 12 month agreement. The Performance Measurement used to measure project success will be the number of non-duplicated homeless persons utilizing the available public services.

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If commercially reasonable action to correct such substandard performance is not taken by the Subrecipient within a 7 days after being notified by the Grantee, contract suspension and/or termination procedures may be initiated by Grantee, in its sole discretion.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service

Project Location: 1301 Washington Street, Hoboken, NJ 07030

Service Area: City Wide

Matrix Code:03T Operating Costs Homeless/AIDS Patients

Eligibility Citation: 24 CFR 570.201(e): Public Services

Amount Funded: \$17,500

SECTION 3. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the July 1, 2016 and end on June 30, 2017. The term of this Agreement and the provisions herein shall be extended to cover any additional time period

during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

SECTION 4. BUDGET

<u>Budget Line Items</u>	<u>Total Budget</u>	<u>CDBG Budget</u>
Uses		
<u>Operating Costs</u>		
Electric and Gas	\$82,144.51	
Water and Sewer	\$28,861.45	
Total Uses	\$111,005.96	\$17,500
Sources		
City of Hoboken CDBG	\$17,500	

Any indirect costs charged must be consistent with the conditions of Section 8 (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

SECTION 5. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$17,500. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section 4 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 4 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in **2 CFR Part 200.302**.

SECTION 6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

City of Hoboken

Quentin Wiest
Business Administrator of Grantee
94 Washington Street
Hoboken, NJ 07030
201-420-2059
qwiest@hobokennj.gov

Subrecipient

Toni Tomarazzo
Subrecipient
1301 Washington Street
Hoboken, NJ, 07030
(228) 238-1124
toni@hobokenymca.org

w/cc to:
Office of Corporation Counsel

SECTION 7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies, including, but not limited to those governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that result from or in any way arise out of the Subrecipient's performance or nonperformance of the services or the subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of work and/or activities of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of **2 CFR Part 200.304, Bonds, and 2 CFR Part 200.310 Insurance Coverage**, and shall supply copies of same to the Grantee in accordance with the notice requirements herein.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Parties may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement if such amendments are found to be void and/or voidable.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with **2 CFR Part 200.338–342**, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety. Furthermore, if Subrecipient terminates this Agreement, any and all funding received as of the date of termination shall be repaid within 30

days of the date of termination, and shall thereafter be subject to interest at the maximum rate allowed by law.

SECTION 8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with **2 CFR Part 200.49–50** and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with **2 CFR Part 200 Subpart E, Cost Principles**. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, **2 CFR Part 200.333–337**, and the New Jersey Open Public Records Act; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and **2 CFR Part 200 Subpart F**.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Subrecipient shall comply with the requirements of 2 CFR Part 200, 317-326 concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of **2 CFR Part 200.107**.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of **2 CFR Part 200.443** and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

SECTION 9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

SECTION 10. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all Hoboken and State of New Jersey civil rights laws, including without limitation the LAD, and with Federal Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein. Subrecipient acknowledges that its documents may become subject to the Freedom of Information Act, the Common Law Right to Access, and/or the Open Public Records Act, except to the extent legally excluded, and consents to same by acceptance of this grant.

4. Notifications

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

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Sections 11 A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the applicable laws upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided

it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with 2 CFR Part 200, 317-326. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of **2 CFR Part 200.112** and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION 11. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms,

treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 12. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 13. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 14. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 15. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 16. JURISDICTION

This agreement shall be enforced by, governed by, and interpreted under the laws of the State of New Jersey, and/or the District Court for the District of New Jersey, as applicable, without concern for the rules governing conflict of law.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Hoboken

Hoboken Community Center, LLC

By _____
CHIEF ELECTED OFFICIAL OR EXECUTIVE
OFFICER

By _____

Title _____

Attest _____
CITY CLERK

Countersigned _____
FINANCE OFFICER

Countersigned _____
Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I. D. # _____

CITY ATTORNEY

AFFIRMATIVE ACTION APPROVAL

CONTRACT COMPLIANT SUPERVISOR
(Hoboken Community Center, LLC)

ASSISTANT CITY ATTORNEY

ATTACHMENT A
PUBLIC SERVICE CDBG REQUEST FOR PAYMENTS
REQUIRED SUPPORTING DOCUMENTATION

1. Requests for reimbursement of expenses starting from July 1 of the fiscal year can be submitted on a monthly basis. Only listed items on the approved budget in the executed Subrecipient Agreement will be considered for reimbursement. In the event of a change in original line items in the budget, a budget modification request must be sent to the City of Hoboken Department of Community Development. The subrecipient must complete an invoice detailing payment requests, an official City of Hoboken voucher and submit with appropriate back-up documentation to prevent payment delays.
2. Requests for Payment of personnel expenses must include one of the following back-up documentations for all employees in which the subrecipient is claiming reimbursement:
 - a. Copy of payroll register
 - b. Copies of pay checks

NOTE: For any personnel paid through CDBG funding, a Job Description was submitted within the CDBG Project Application for Funding and is on file with the City of Hoboken Department of Community Development. In the event that personnel changes regarding CDBG funding have occurred from the original Application for Funding, a revised Job Description must be submitted. **In the event that personnel expenses are not 100% paid for by CDBG funds, copies of allocations showing a split of funding between CDBG and other funding must be submitted.**

In the event that CDBG project funding will be used for the payment of consultant expenses, the subrecipient will submit an executed contract between the subrecipient and the consultant prior to first payment. Copies of an allocation breakdown showing allocation of consultant work paid by CDBG funds and other funding must also be submitted as back-up documentation for reimbursement of consultant expenses.

3. Requests for Payment of paid invoices must include a copy of the invoice AND a copy of the check showing the invoice has been paid by the subrecipient. In an invoice was paid electronically, the subrecipient can submit a copy of a bank statement reflecting the electronic payment, clearly indicating the amount of CDBG funds applied to that expense on the invoice.
4. The first payment request will be processed only after an executed Subrecipient Agreement between the City of Hoboken and the subrecipient is in place.
5. Semi-Annual Reports (July 1-December 31 and January 1-June 30) must be current and on file with the City of Hoboken Department of Community Development in order to receive reimbursement payments.
6. All reimbursement requests will be reviewed by staff for accuracy, completeness, and compliance with program guidelines. The subrecipient may be contacted with requests for additional documentation as needed.

ATTACHMENT B
RECORDS TO BE MAINTAINED – CERTIFICATION FORM

Each Subrecipient shall establish and maintain sufficient records to enable the City to determine whether the Subrecipient has met all requirements of the U.S. Department of Housing and Urban Development. The City retains the right to specify the form or format in which records shall be maintained. At a minimum, the following documentation is needed:

1. Records providing a full description of each activity assisted with CDBG funds;
2. Records establishing the location of the activity with CDBG funds, if applicable;
3. Records providing the amount of CDBG funds, budgeted, obligated and expended for the activity and;
4. Records required to determine eligibility of the approved activity pursuant to 24 CFR 570.201 and New Jersey Open Public Records Act:

- **HOBOKEN COMMUNITY CENTER, LLC – OPERATION OF SRO HOUSING**

5. For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.
6. For an activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a clientele consisting exclusively or predominantly of low and moderate income persons, the following:
 - Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless or illiterate persons, for which the regulations provided presumptive benefit to low and moderate income persons; or
 - Documentation describing how the nature and, if applicable, the location of the facility or service establishes that is used predominantly by low and moderate income persons; or
 - Data showing the size and the annual income of the family of each person receiving the benefit.
 - Other records requested by the City to document compliance with new or modified requirements set forth in applicable laws and regulations.

CD9

Introduced By: [Signature]
Seconded By: [Signature]

**CITY OF HOBOKEN
RESOLUTION NO:**

**RESOLUTION OF THE CITY OF HOBOKEN AUTHORIZING THE EXECUTION OF
AN INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT WITH
JUST BLOCK 112, LLC AND 707 CHURCH, LLC INCLUDING PROVISIONS FOR AN
ESCROW DEPOSIT TO DEFRAY THE CITY'S COSTS INCURRED IN THE
NEGOTIATION OF A REDEVELOPMENT AGREEMENT**

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

WHEREAS (#2), the City desires that a portion of the land located within the City in an area which has been determined to be an area in need of redevelopment in accordance with the Act, also known as Block 112, Lots 1-32 on the Tax Map of the City of Hoboken, more commonly known as 1300 Jefferson Street (the "Project Site"), be redeveloped in accordance with the Western Edge Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS (#3), Just Block 112, LLC & 707 Church, LLC (collectively, "Just Block 112, LLC") are the current owners of the Project Site; and

WHEREAS (#4), Just Block 112, LLC submitted a Pre-Submission Form to the City of Hoboken on October 8, 2015, seeking to be designated as the Redeveloper of the Project Site (the "Pre-Submission Form"); and

WHEREAS (#5), on March 4, 2016, pursuant to a request from the City, Just Block 112, LLC submitted to the City supplemental information (the "Supplemental Information"); and

WHEREAS (#6), on May 27, 2016, Just Block 112, LLC submitted to the City an Amended Pre-Submission Form and a Revised Project Description (the “Updated Information”); and

WHEREAS (#7), the Pre-Submission Form, the Supplemental Information, and the Updated Information are collectively referred to as the “Proposal”; and

WHEREAS (#8), the Proposal provides for the development of three towers of mixed use development comprising 207 total residential units totaling 207,200 sq. ft. in two towers of 116 feet in height each, with one ground level floor of retail totaling 25,229 sq. ft. of retail, and one tower consisting of a 32,650 sq. ft. bowling alley/venue on the lower level, and 140,000 sq. ft. of commercial hotel space to be built above an existing industrial structure which would be adapted for reuse, and 375 parking spaces; and

WHEREAS (#9), the City requires that prospective redevelopers pay the reasonable costs incurred by the City in reviewing and evaluating the prospective redeveloper’s proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other costs and expenses related to the matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be; and

WHEREAS (#10), accordingly, the City has prepared a form of Interim Cost and Conditional Designation Agreement, a copy of which is attached hereto as **Exhibit A**, whereby Just Block 112, LLC would pay the reasonable costs incurred by the City in reviewing and evaluating the Proposal, negotiating and drafting a Redevelopment Agreement (should a Redevelopment Agreement ultimately be executed), and all other costs and expenses related to this matter, prior to either the execution of a Redevelopment Agreement or a determination by the City that a Redevelopment Agreement cannot be executed, as the case may be; and

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

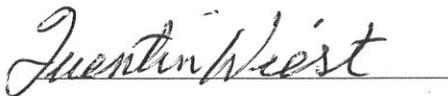
1. The Mayor is hereby authorized to execute an Interim Cost and Conditional Designation Agreement between the City of Hoboken and Just Block 112, LLC, in a form substantially as that attached hereto as **Exhibit A**.

2. Staff and consultants to the City are hereby authorized and directed to take all other administrative actions to implement this Resolution as are necessary and appropriate to accomplish its goals and intent.

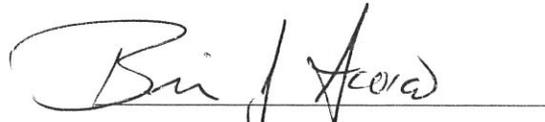
3. This Resolution shall be effective immediately.

REVIEWED BY:

APPROVED AS TO FORM:



Quentin Wiest,
Business Administrator



Brian Aloia, Esq.
Corporation Counsel

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

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

JUL 06 2015

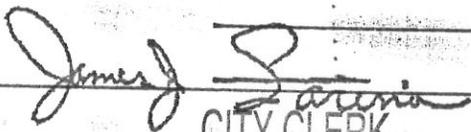

CITY CLERK

EXHIBIT A
FORM OF INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT

INTERIM COST AND CONDITIONAL DESIGNATION AGREEMENT
BY AND BETWEEN
THE CITY OF HOBOKEN AND
JUST BLOCK 112, LLC AND 707 CHURCH, LLC

THIS AGREEMENT dated as of June 23, 2016, by and between the CITY OF HOBOKEN, (the "City"), having offices at 94 Washington Street, Hoboken, New Jersey 07030, acting pursuant to the provisions of the Local Redevelopment and Housing Law, and JUST BLOCK 112, LLC, a New Jersey Limited Liability Company authorized to do business in the State of New Jersey, with offices at 917 Castle Point Terrace, Hoboken, New Jersey 07030.

WITNESSETH

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

WHEREAS (#2), the City desires that a portion of the land located within the City in an area which has been determined to be an area in need of redevelopment in accordance with the Act, also known as Block 112, Lots 1-32 on the Tax Map of the City of Hoboken, more commonly known as 1300 Jefferson Street (the "Project Site"), be redeveloped in accordance with the Western Edge Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS (#3), Just Block 112, LLC & 707 Church, LLC (collectively, "Just Block 112, LLC") are the current owners of the Project Site; and

WHEREAS (#4), Just Block 112, LLC submitted a Pre-Submission Form to the City of Hoboken on October 8, 2015, seeking to be designated as the Redeveloper of the Project Site (the "Pre-Submission Form"); and

WHEREAS (#5), on March 4, 2016, pursuant to a request from the City, Just Block 112, LLC submitted to the City supplemental information (the "Supplemental Information", and collectively with the Pre-Submission Form, the "Proposal", annexed herein as **Exhibit A**); and

WHEREAS (#6), the Proposal provides for the development of three towers of mixed use development comprising 207 total residential units totaling 207,200 sq. ft. in two towers of 116 feet in height each, with one ground level floor of retail totaling 25,229 sq. ft. of retail, and one tower consisting of a 32,650 sq. ft. bowling alley/venue on the lower level, and 140,000 sq. ft. of commercial hotel space to be built above an existing industrial structure which would be adapted for reuse, and 375 parking spaces; and

WHEREAS (#7), the City and Just Block 112, LLC desire to negotiate a Redevelopment Agreement to redevelop the Project Site; and

WHEREAS (#8), the City shall, during the Interim Period, as that term is defined herein, negotiate exclusively with Just Block 112, LLC with regard to the Proposal for the redevelopment of the Project Site; and

WHEREAS (#9), the City requires that Just Block 112, LLC pay the reasonable costs incurred by the City associated with the review of the Proposal, the drafting and negotiation of a Redevelopment Agreement, and all other costs and expenses related to this matter prior to the execution of a Redevelopment Agreement, should such an Agreement ultimately be executed, or the determination by the City that such an Agreement cannot be executed, should that result occur; and

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

1. Conditional Designation. Upon the complete execution of this Agreement, Just Block 112, LLC shall be designated as the conditional redeveloper of the Project Site, on the express and absolute condition that the parties shall successfully negotiate all the issues identified above and execute a Redevelopment Agreement within the time frame set forth herein. The parties acknowledge that the redevelopment of the Project Site shall be pursuant to the terms

of the Redevelopment Agreement. In the event that the parties are unable to reach agreement on the terms of a Redevelopment Agreement, this Interim Cost and Conditional Designation Agreement shall be terminated and the designation set forth herein shall be automatically terminated.

2. **Interim Period.** The Interim Period shall be the 90-day period that commences on the date of the full execution of this Agreement, during which time the City agrees to negotiate exclusively with Just Block 112, LLC toward the execution of a Redevelopment Agreement, which shall include all the terms and conditions, schedules, and financial arrangements between the City and Just Block 112, LLC. Such 90-day period may be extended by the City in its sole discretion (the "Interim Period"). During the Interim Period, or during any extension of such Interim Period, either party may, at its sole discretion, cease negotiations and terminate this Interim Cost and Conditional Designation Agreement. In the event that this Agreement is terminated, then neither party hereto shall be bound by any further obligations hereunder to the other, except as may exist under Paragraph 3 herein. Just Block 112, LLC agrees that in the event the parties continue negotiations following the expiration of the 90-day Interim Period, all costs incurred by the City related to such additional negotiations shall be included in the definition of Interim Costs as set forth herein and shall be paid by Just Block 112, LLC.

3. **Payment of Interim Costs.**

Payment of Interim Costs.

Just Block 112, LLC shall pay or reimburse the City, as applicable, all reasonable costs incurred by the City associated with any issues or tasks related to or arising out of the designation of Just Block 112, LLC as the Conditional Redeveloper of the Project Site, the consideration and review of the Proposal, and the drafting and negotiation of the Redevelopment Agreement, and all other costs, fees and expenses incurred by the City in connection with the Proposal, which have been incurred by the City since or about October 8, 2015, which is the date of filing of the Pre-

Submission form, as same is specifically set forth herein, and which shall continue to be incurred prior to the execution of a Redevelopment Agreement or the determination by the City that such a Redevelopment Agreement cannot be executed, as applicable.

A. **Definition of Interim Costs:** "Interim Costs" shall include, but not be limited to, all costs incurred by the City in connection with, related to or arising out of the designation of Just Block 112, LLC as the Conditional Redeveloper of the Project Site, the consideration of the Proposal submitted by Just Block 112, LLC, the review of any additional information provided by Just Block 112, LLC, the drafting and negotiation of the Overarching Redevelopment Agreement, time expended by any staff of the City ("Staff Time"), as same is specifically set forth herein, and professional fees charged by any legal or engineering consultant, contractor or vendor retained by the City in connection with same. Just Block 112, LLC shall reimburse all Interim Costs incurred by the City, even if any Redevelopment Agreement between the City and Just Block 112, LLC is not executed for any reason. Just Block 112, LLC further agrees that in the event the Parties continue negotiations following the expiration of the Interim Period, all Interim Costs incurred by the City shall be included in the definition of "Interim Costs" and shall be reimbursed by Just Block 112, LLC in the same manner as Interim Costs. Notwithstanding anything contained in this Paragraph 3.A to the contrary, Staff Time shall be charged at the then prevailing hourly rate of the staff person assigned to the matter.

B. **Deposit of Project Funds:** Within ten (10) days from the full execution of this Agreement, Just Block 112, LLC shall pay Fifteen Thousand Dollars (\$15,000.00) ("Project Funds") to the City to be maintained in a separate account by the City and to be drawn down upon by the City to cover Interim Costs. The City shall provide Just Block 112, LLC with invoice(s) setting forth the costs incurred by the City which have been drawn down from the Project Funds. Within fifteen (15) days of the receipt by Just Block 112, LLC of written notice from the City that the amount of Project Funds has decreased to Five Thousand Dollars (\$5,000.00), Just Block 112,

LLC shall promptly replenish the Project Funds to the amount of \$15,000.00. If the costs incurred by the City exceed the amount of the Project Funds, Just Block 112, LLC agrees to pay such costs within fifteen (15) days written notice from the City stating that such costs are due.

C. **Termination:** In the event that a Redevelopment Agreement is not ultimately executed and this Interim Cost and Conditional Designation Agreement is terminated, the City shall draw down upon the Project Funds in order to pay all invoices for Interim Costs incurred up to the termination. Within thirty (30) days from the date of termination, the City shall return all remaining Project Funds to Just Block 112, LLC. In the event that a Redevelopment Agreement is ultimately executed, the Project Funds shall remain on deposit with the City to cover any additional Interim Costs incurred by the City and to cover any costs incurred by the City pursuant to the Redevelopment Agreement, which Redevelopment Agreement shall contain a provision providing for the payment of such costs.

4. **Scope.** The parties have had preliminary discussions regarding the scope of the project to be covered by the Redevelopment Agreement which is contained in the Proposal attached hereto as **Exhibit A**. The parties agree that the description set forth in the Proposal shall provide the basis for the negotiation of the Redevelopment Agreement. The parties further agree that the parties are not bound by the description of the project set forth in the Pre-Submission Form nor does the Proposal contain an exhaustive list of all terms, conditions and obligations to be included in the Redevelopment Agreement. The continuing negotiations shall address a number of issues to refine the description set forth in the Proposal, including but not limited to the following (i) hotel height; (ii) measurements of setbacks, (iii) number and size of three (3) bedroom residential units; (iv) preparation of a Transportation Demand Management Plan; (v) compliance with the City of Hoboken's Flood Damage Prevention Ordinance; (vi) guidelines for adaptive reuse of the existing structure; (vii) signage; and (viii) stormwater management.

5. **Entire Agreement.** This Agreement contains the entire agreement of the Parties

with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

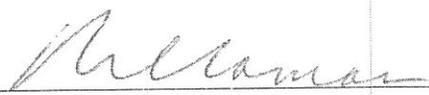
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

Attest:



By:

**JUST BLOCK 112
LIMITED LIABILITY COMPANY**



Name: Mark L. Villamar
Title: Managing Member

CITY OF HOBOKEN

Attest:

By:

Dawn Zimmer
Mayor, City of Hoboken

EXHIBIT A
PRE-SUBMISSION FORM

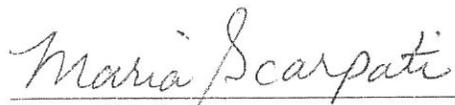
STATE OF NEW JERSEY)
) ss:
COUNTY OF HUDSON)

I CERTIFY that on June 23, 2016, HANY AHMED personally came before me, and this person acknowledged under oath, to my satisfaction, that this person, MARK L. VILLAMAR is the Managing Partner of Just Block 112, LLC, a New Jersey Limited Liability Company, which is the company named in this document; and signed and delivered this document as his/her act and deed on behalf of the said New Jersey Limited Liability Company.



Hany Ahmed, Secretary

Signed and sworn to before me
on 23rd Day June, 2016.



Notary Public

MARIA SCARPATI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 28, 2020

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

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

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

Signed and sworn to before me
on _____, 2016.

Notary Public

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: July 1, 2016

TO: Hoboken City Council

CC: Mayor Dawn Zimmer
Quentin Wiest, Business Administrator
Brian Aloia, Corporation Counsel
Joe Maraziti, Maraziti Falcon, LLC, Special Redevelopment Counsel

FROM: Brandy Forbes, Community Development Director *BF*

RE: Just Block 112, LLC Pre-Submission Form Final Compliance Review

The developer Just Block 112, LLC first submitted their Pre-Submission Form on October 8, 2015. After requiring additional information on the contribution disclosure documents, the pay to play analysis was completed in January 2016 and the City could move forward with the review of the proposed project.

The initial project description and drawings that were submitted were sparse and did not afford the City the opportunity to evaluate the project in comparison to the Western Edge Redevelopment Plan. After discussing this with the developer and explaining what documents and level of detail the City needs to conduct an evaluation, Just Block 112, LLC submitted supplemental information on March 4, 2016. I conducted a review and provided that to analysis to the Mayor on April 6, 2016. Following the Mayor's review of my analysis, Joe Maraziti and I met with representatives of Just Block 112, LLC on April 28, 2016 to discuss the non-compliant items and discuss the process. Subsequently, as of May 27, 2016 the developer submitted revised information to bring items into compliance.

I have conducted a review of the revised Pre-Submission Form for Just Block 112, LLC to develop the entire block between Jefferson and Madison from 13th Street to 14th Street. The latest materials do have enough information to determine if it is in line with the redevelopment plan and determine if it is an acceptable starting point for negotiating a redevelopment agreement. Below is my summary of what the project entails and where it complies or deviates from the redevelopment plan. As well, there are

requirements spelled out in the redevelopment plan that would be further fleshed out in the negotiation of the redevelopment agreement. I have listed those items further below in this memo.

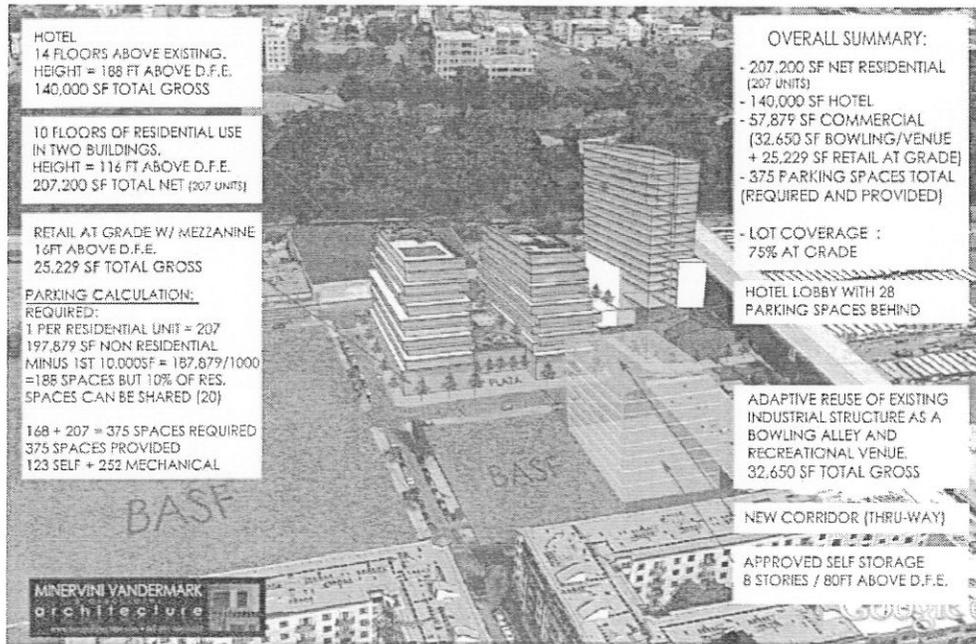
PROJECT DESCRIPTION:

The site is the Jefferson Subarea of the redevelopment plan and is 80,000 sf in size.

The applicant proposes a mixed use development in three towers. Residential is to the southern portion of the site and commercial/hotel to the north. They are proposing retail all around and a bowling alley on the lower level of the northern portion within an existing industrial structure they intend to adaptively reuse. The hotel would be built above that structure. An east-west through access road is proposed between the residential and the commercial portions of the site, as is required by the redevelopment plan. Generally, the square footage/floor area ratio is compatible with the redevelopment plan as follows:

- Residential of 207 units in two towers of each 116' in height (10 stories residential over 1 story retail). Height averaging is proposed for the residential portion in line with what the redevelopment plan allows.
- Retail of 57,879 sf and commercial hotel of 140,000 sf. This does meet the minimum non-residential square footage requirement for this subarea.

Here is a conceptual drawing of the proposal.



REDEVELOPMENT PLAN REVIEW:

Compliance:

Floor Area Ration (FAR)

The Western Edge Redevelopment Plan requires maximum residential square footage of 206,200 sf (2.59 FAR). The applicant is proposing that exact amount of residential. **COMPLY**

The average dwelling unit size is 1000 sf, limiting the number of units. That is the averaging they propose (207 units total). COMPLY

A minimum of non-residential (commercial/retail) use is required at 48,800 sf if no hotel (0.61 FAR) or 189,600 sf if hotel is included (2.37 FAR). The amount of non-hotel retail complies and the total amount with retail and hotel combined complies with this minimum requirement. COMPLY

Uses

The proposed uses are residential (if part of a mixed use project), retail, restaurants, bowling alley (indoor recreation) and music venue. The developer did submit a letter dated May 16, 2016 clarifying that the music venue is strictly an ancillary feature to the bowling alley and only in use when bowling is occurring, thus it is part of the indoor recreation use. Therefore, if restrictions specifying such are incorporated into the redevelopment agreement, all of these are permitted uses per the redevelopment plan. TENTATIVELY COMPLY

Outdoor Amenity

There is a minimum requirement of 5,000 sf of on grade outdoor amenity/open space. The plans show two 2,500 sf of plaza spaces, totaling 5,000 sf. COMPLY

Lot Coverage

The maximum building coverage allowed at grade is 75%. The proposal notes that they would be in compliance, as they are proposing 75% coverage at grade. COMPLY

Building Stories/Height

The maximum height for residential is 66', but height averaging is allowed up to 116' if negotiated in a redevelopment agreement. The proposal is for two towers at the 116', with the rest of the area at only 16'. It is the same amount of square footage, just averaged. This could be allowed and would need to be incorporated into the redevelopment agreement. COMPLY

The maximum height for non-residential is 82', but height averaging is allowed up to 126'. The proposal is for 188', averaging the taller hotel structure with the lower retail portion of the building. Even if allow the height averaging, this exceeds what would be allowed in the redevelopment plan. The developer noted concerns with attracting a hotel tenant due to adjacency to viaduct and adaptive reuse of buildings on site if they do not shift the bulk of the building in this way. The developer did submit a letter dated May 16, 2016 explaining this issue in more detail. NOT COMPLY

Setbacks

Stepbacks from the property line are required at certain heights.

For residential, a 10' stepback is required at 66' and an additional 10' for anything above 96'. The proposed project does comply generally per the drawings, although more detailed measurements would need to be shown in any final documents considered as part of a redevelopment agreement. COMPLY

For non-residential, a 10' stepback is required at 82' and an additional 10' for anything above 102'. The proposed project does comply generally per the drawings, although more detailed measurements would need to be shown in any final documents considering as part of a redevelopment agreement. COMPLY

Building Bulk

The redevelopment plan requires a minimum 25' break between buildings mid-block at grade for pedestrian circulation and connectivity, as well as providing view corridors to the palisades. The applicant has proposed a 75' break between the southern residential structure and the northern hotel/commercial structure. Although they do show the bowling alley over a portion of this area at only the second floor between the hotel and the parking, the view corridor and pedestrian access is maintained. COMPLY

Density & Dwelling Unit Size

Although the drawings submitted do show unit sizes, there needs to be a better listing of the breakout of each bedroom type in order to determine the percentage of 3 bedroom units and the average size of those 3 bedroom units. The requirements for average size of the units (1,000 sf), the minimum size of units (400 sf), and the percentage of affordable units (10%) are all met by this proposal. COMPLY

Parking

The redevelopment plan requires 1 space per residential unit (207) and 1 space per 1,000 sf above 10,000 sf of non-residential/commercial (188). The redevelopment plan allows for 10% of the residential spaces to be shared, thus reducing the total requirement by 20 spaces. Therefore, total required by this project would be 375 spaces. The applicant is proposing 375 spaces. COMPLY

Parking is to be accessed from the service drives/connector road providing the breaks in the block. The proposed project provides access to the parking from that newly-created through street. COMPLY

Loading

Loading per the plan is to be designed for sufficient loading and unloading off the street and within the parking/retail level, accessible from a service drive located so that it does not interrupt the retail street frontage. The loading is to be reviewed in the negotiation process and approved in the redevelopment agreement. The loading proposed is from Madison Street to both the residential and hotel structures within the parking/retail level, as well as one loading area from 13th Street. It does not appear that this will interrupt the retail street frontage, as there is retail uses between the various loading bays. COMPLY

Circulation and Transportation Demand Management

The redevelopment plan requires a Transportation Demand Management Plan be prepared to demonstrate a commitment to a combination of strategies, including developer sponsored shuttles and/or contributions to the City's existing HOP shuttle system that shuttle residents and employees to and from the ferry at 14th Street Pier and/or Hoboken Terminal. The redevelopment plan spells out the required issues to be addressed in the Transportation Demand Management Plan and require that it be provided prior to the execution of a redevelopment agreement. The developer's letter dated May 16, 2016 notes that they will provide the Transportation Demand Management Plan as the development concepts evolve. This is to be negotiated in the redevelopment agreement. TENTATIVELY COMPLY

Sustainability

The redevelopment plan does require that new buildings are designed to LEED Silver standard. The Pre-Submission Form documents only noted that this will be a LEED building. The applicant will need to agree to design to a LEED Silver standard and provide a proposed list of components they will utilize in construction to seek to obtain that level. The developer's letter dated May 16, 2016 notes that they will

provide more detail on sustainability elements as the development concepts evolve. This is to be negotiated in the redevelopment agreement. TENTATIVELY COMPLY

Affordable Housing

The redevelopment plan requires a 10% affordable housing provision. The applicant is proposing that 10% of the units will be affordable per the City's ordinance. COMPLY

Flood Damage Prevention

The applicant requested that the City elevate the streets to address the design flood elevation. The City does not plan to do such an infrastructure improvement, as the additional weight and height of roadways could damage existing underground infrastructure and cause unintended flood diversion.

The residential is well above the Design Flood Elevation, but the applicant will need to show in more detail how they intend to comply with the City's Flood Damage Prevention Ordinance for these buildings. The developer's letter dated May 16, 2016 notes that they will provide more detail on flood damage control elements as the development concepts evolve. This is to be negotiated in the redevelopment agreement. TENTATIVELY COMPLY

Buildings/Structures

The project includes adaptive reuse of one of the existing industrial buildings. Per the guidelines for design, the new development should incorporate materials, scale, rhythm, form, etc. to complement the original built fabric and character. The guidelines of the plan will need to be followed for adaptively reusing the building, including pedestrian access and lighting. The conceptual design seems to reflect that, but more detail will need to be provided. This is to be negotiated in the redevelopment agreement. TENTATIVELY COMPLY

Signage

No signage has been proposed. Any signage will need to comply with the redevelopment plan. The developer's letter dated May 16, 2016 notes that they will provide more detail on signage plans as the development concepts evolve. This is to be negotiated in the redevelopment agreement. TENTATIVELY COMPLY

Green Infrastructure – Stormwater

No stormwater management has been proposed. Presumably the project will include such, so this will need to comply with the redevelopment plan. The developer's letter dated May 16, 2016 notes that they will provide more detail on green infrastructure elements as the development concepts evolve. This is to be negotiated in the redevelopment agreement. TENTATIVELY COMPLY

Items to Clarify in Negotiations:

- The height averaging for residential could be agreed to in a redevelopment agreement. However, the height averaging for the hotel use does not comply with the redevelopment plan and therefore would require consideration of a potential redevelopment plan amendment. Discussion of how the hotel could conceivably be adjusted and work on the site should be discussed in negotiations.
- The drawings will need more detailed measurements of the setbacks, both for residential and commercial, for any final redevelopment agreement approval.

- There needs to be a better listing of the breakout of each bedroom type in order to determine the percentage of 3 bedroom units (10% minimum required) and the average size of those 3 bedroom units (1,500 sf minimum average required).
- A Transportation Demand Management Plan will need to be prepared and agreed to as part of the negotiations of the redevelopment agreement.
- The applicant will need to demonstrate in more detail how they intend to comply with the City's Flood Damage Prevention Ordinance.
- The guidelines of the plan will need to be followed for adaptively reusing the building, including pedestrian access and lighting and the relationship of the old to the new. The conceptual design seems to reflect that, but more detail will need to be provided.
- No signage has been proposed. Any signage will need to comply with the redevelopment plan.
- No stormwater management has been proposed. Presumably the project will include such, so this will need to comply with the redevelopment plan.

As I stated earlier, this is a review to compare what has been proposed to what the requirements are in the Western Edge Redevelopment Plan. The proposed project significantly complies with the redevelopment plan and it is my recommendation, and the Mayor has agreed, that the City move forward with an Interim Cost and Conditional Designation Agreement between the City of Hoboken and Just Block 112, LLC to initiate the negotiation process of the redevelopment agreement for this site. The Community Development North Subcommittee met to discuss this recommendation and agree with the recommendation to advance this project to the next step. The specific items addressed in the Interim Cost and Conditional Designation Agreement as items to be considered/negotiated in more detail include, but are not limited to, those listed above as needing more clarification in negotiations.

Please let me know if you have any questions regarding this process.

Thanks.

CITY OF HOBOKEN PRE-SUBMISSION FORM

REQUEST FOR DESIGNATION AS REDEVELOPER

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

I. APPLICANT INFORMATION

Name: Just Block 112, LLC

Address: 917 Castle Point Terrace

Hoboken, NJ 07030

Telephone: 201-716-3080 Fax: 201-256-4080

Email: mvillamar@pegasusrealestatesolutions.net

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

II. SUBJECT PROPERTY / SITE INFORMATION

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

Block: 112 Lot: 1-32 Address: 1300 Jefferson Street
Block: _____ Lot: _____ Address: _____
Block: _____ Lot: _____ Address: _____
Block: _____ Lot: _____ Address: _____

B. Site Dimensions: 200 ft x 400 ft. Area (sq. ft.): 80,000

C. Redevelopment Area: Western Edge

D. Description of existing structure(s): 80,000 sq.ft. single story metal slab structure utilized as parking garage

E. Description of present use: 400 car valet parking garage

III. RELATIONSHIP OF APPLICANT TO THE PROJECT SITE

Owner: Just Block 112 & 707 Church LLC
If the Owner is an entity, the names of all shareholders with an interest of ten percent (10%) or greater must be disclosed and attached hereto as **Exhibit A**.

Contract Purchaser: N/A

Other (please specify): _____

IV. APPLICANT PROFESSIONALS (as applicable)

A. **Attorney:** Gibbons P.C., Attn: Douglas Janacek, Esq.
Address: One Gateway Center, Newark, NJ 07102-5310
Telephone: 973-596-4641 Fax: 973-639-6239
Email: djanacek@gibbonslaw.com

B. **Architect:** Minervini Vandermark Architecture
Address: 360 14th St., Hoboken, NJ 07030
Telephone: 201-386-0637 Fax: 201-386-0628
Email: FrankMinervini@mvarchitecture.com

C. **Engineer:** TBD
Address: _____
Telephone: _____ Fax: _____
Email: _____

D. **Planner:** Phillips Preiss Grygiel, LLC
Address: 33-41 Newark St., 3rd Fl. Hoboken, NJ 07030
Telephone: 201-420-6262 Fax: 201-420-6222
Email: pPhillips@ppgplanners.com

V. REASON FOR APPLICATION / PURPOSE

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

See Attached

VI. DESCRIPTION OF PROPOSED PROJECT

A. Proposed Use(s): Residential, retail, restaurants, commercial

B. Proposed Setbacks:
Front TBD Side 1 TBD Side 2 TBD Rear Yard TBD

C. Proposed Building(s):
Bldg. Ht. (feet) TBD Bldg. Ht. (stories) TBD
Bldg. Ht. (feet) TBD Bldg. Ht. (stories) TBD
Bldg. Ht. (feet) TBD Bldg. Ht. (stories) TBD

D. Proposed Lot Coverage: Per Agreement

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

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

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

H. Accessory Parking (# spaces): TBD

I. Public Parking (# spaces): TBD

J. Proposed Schedule for Construction / Completion: TBD

PUBLIC BENEFITS AND AMENITIES

- A. Open Space: TBD

- B. Public Space: TBD

- C. Jobs Created: TBD

- D. Other: _____

VII. REQUIRED SUBMISSIONS

1. Contribution Disclosure Statement (mandatory)
2. Stockholder Disclosure Statement (mandatory)
3. W-9 Form (Found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
4. Description of Applicant Qualifications
 - a. List of prior experience
 - b. References
 - c. Description of project team members and qualifications
 - d. Demonstration of financial qualifications
 - e. List of any judgments, liens on property, bankruptcy or other relevant materials regarding applicant and/or property. Please note that if conditional designation is granted, the City of Hoboken will conduct a background check performed by Westlaw or equivalent.
5. Description of Project
 - a. Use
 - b. Building number and size
 - c. Parking
 - d. Estimated number of residents and employees
 - e. Public benefits and amenities, such as open space
 - f. Method for addressing any affordable housing requirements
 - g. Proposed method of financing
6. Project Site Survey - Showing spot elevations
7. Description of Property – List any easements or encumbrances on the property
8. Architectural Plans and Drawings
 - a. Site Plan
 - b. Elevations
 - c. Location map within Redevelopment Area
9. Proposed Schedule for Construction

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: HANY AHMED

Name: FREDERIC HARWOOD

Home Address: 225 RIVER ST.

Home Address: 1606 8TH ST NW

APT 2002, HOBOKEN, NJ 07030

WASHINGTON, DC, 20001

Name: MARK L. VILLAMAR

Name: ESTHER MILSTED

Home Address: 917 CASTLE POINT

Home Address: 917 CASTLE POINT

HOBOKEN, NJ 07030

HOBOKEN NJ 07030

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 8 day of OCT 2015

Mark L Villamar
(Affiant)

(Notary Public)

My Commission Expires:

MARK L VILLAMAR
(Print name and title of affiant)

Maria Scarpato

(Corporate Seal)

MARIA SCARPATI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 28, 2020

Hoboken Western Edge Redevelopment Zone

City of Hoboken

Pre-submission Form

Applicant: Just Block 112, LLC

Item V. Reason for application/purpose

Just Block 112, LLC and 707 Church LLC (collectively Just Block 112) are the tenants in common title holders of the Western Edge Redevelopment Zone subarea known as Jefferson Subarea, and are submitting this pre-submission form for purposes of being designated the redeveloper of the subarea. It is our intention that the area will be a mixed use development comprising residential, retail, restaurant and commercial components, utilizing the planning guidelines as defined in the Redevelopment Plan approved by the City Council August 5, 2015. The proposed development will be substantially in accordance with the height, density and other limitations as detailed in the Plan, with height averaging being employed to provide enhanced architectural interest.

Item VIII (2) Stockholder Disclosure Statement

Ownership of 10% or more of the property is as follows:

Just Block 112, LLC

Hoboken Improvement Co., L.P.,

Mark L. Villamar and Esther Milsted, sole partners with ownership of 10% or more in the property

Hany Ahmed, individually and through *707 Church LLC*

Mark L. Villamar, individually

Frederic Harwood Revocable Trust

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 29th day of Sept., 2015

— Francelina Ayala
 (Notary Public)

My Commission expires: _____

FRANCELINA AYALA
 A NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES AUGUST 31, 2018

Patrick C. Dunilton Jr.
 (Affiant)
 (Print name & title of affiant)
Chairman + Managing Director
 (Corporate Seal)

Gibbons P. C.- Ownership Disclosure Listing

Name	City	State	Zip	Office Held	Ownership Interest
Alworth, Frederick	Randolph	NJ	07859	Director	Less than 10%
Amalfe, Christine A.	Roseland	NJ	07068	Director	Less than 10%
Amoresano, Guy V.	Hasbrouck Heights	NJ	07644	Director	Less than 10%
Bershad, Russell B.	Titusville	NJ	08560	Director	Less than 10%
Cannone, Frank T.	Westfield	NJ	07090	Director	Less than 10%
Catallo, Kim M.	New York	NY	10011	Director	Less than 10%
Crawford, Philip	Brick	NJ	08724	Director	Less than 10%
De Lorenzi, David E.	Little Silver	NJ	07739	Director	Less than 10%
Draikiewicz, John	Warren Township	NJ	07059	Director	Less than 10%
Dunican, Patrick C.	Ridgewood	NJ	07450	Director	Less than 10%
Garley, R. S.	Little Silver	NJ	07739	Director	Less than 10%
Geneslaw, H.	Nanuet	NY	10954	Director	Less than 10%
Giannelli, Karen A.	North Caldwell	NJ	07006	Director	Less than 10%
Goldman, Lawrence A.	Westfield	NJ	07090	Director	Less than 10%
Gries, Alan	Newtown Square	PA	19073	Director	Less than 10%
Imbriglia, Stephen J.	Swarthmore	PA	19081	Director	Less than 10%
Janacek, Douglas J.	Califon	NJ	07830	Director	Less than 10%
Levy, Bruce A.	Morris Plains	NJ	07950	Director	Less than 10%
Lubban, Michael	Oradell	NJ	07649	Director	Less than 10%
Lusberg, Lawrence	Chatham	NJ	07928	Director	Less than 10%
McDonald, Michael R.	Westfield	NJ	07090	Director	Less than 10%
McMahon, Brian J.	Chatham	NJ	07928	Director	Less than 10%
Murphy, George J.	Fl. Washington	PA	19034	Director	Less than 10%
Nagel, Jeffrey	Garden City	NY	11530	Director	Less than 10%
Pascrell, D.	Montclair	NJ	07042	Director	Less than 10%
Quinn, Michael F.	Montclair	NJ	07042	Director	Less than 10%
Sherry, Madeline M.	Ardmore	PA	19003	Director	Less than 10%
Sidoti, Mark S.	Greenlawn	NY	11740	Director	Less than 10%
Torricollo, Peter	Westfield	NJ	07090	Director	Less than 10%
Valen, Thomas	West Windsor	NJ	08550	Director	Less than 10%
Wolak, John T.	New Providence	NJ	07974	Director	Less than 10%

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

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

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

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

Brandy Forbes

From: Mark Luis Villamar <mvillamar@pegasusrealestatesolutions.net>
Sent: Monday, May 16, 2016 5:04 PM
To: Brandy Forbes; Joseph J. Maraziti (jmaraziti@mfhenvlaw.com)
Cc: cunninghamforhoboken; DJanacek@gibbonslaw.com; Paul Phillips; 'Frank J. Minervini A.I.A.'; 'Ciaran Kelly R.A.'; Dawn Zimmer; jengiattino6
Subject: Block 112
Attachments: Block 112 set.pdf

JUST BLOCK 112, LLC
707 CHURCH LLC
1414 Grand Street, Suite 204
Hoboken, NJ 07030

Via email without enclosures and hand delivery

May 16, 2016

Director Brandy Forbes
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Just Block 112 LLC/707 Church LLC
Application for Redeveloper Designation

Dear Director Forbes:

In response to our meeting of April 28, please find amended architectural plans for the above referenced project. The amendments and responses to certain issues raised during the meeting are as follows:

Plan Amendments to Bring into Compliance

Lot coverage at grade has been reduced from 79% to 75%.
Parking spaces provided has been increased from 260 spaces to 375 spaces.
Outdoor amenity space has been increased from 2,500 sf to 5,000 sf.

Music Venue Clarification

Our concept for creating a viable and compelling destination in the Western Edge Redevelopment Zone includes a recreation facility that consists of a bowling alley, restaurant with a music venue, all in the north portion of the Jefferson Street subarea, adaptively reusing a portion of the existing building. The music portion of the entertainment facility is an ancillary feature, not the main attraction. It is designed that the live music would complement the restaurant and bowling feature and shall not be the main attraction. Below are links to two recreation operators that are indicative of the kind of facility we are contemplating.

<http://www.pinstripes.com/gallery/>
<http://www.brooklynbowl.com/brooklyn/>

Hotel Use and Heights

The Plan requires 140,000 sf minimum of hotel. In order to achieve this economically viable sizing, and to maintain the northern portion of the existing building, we have to exceed the permitted height by 62 feet. In addition, this added height allows for the hotel to rise above the viaduct that is immediately to the north, which runs between 60 and 69 feet above grade at our block as indicated on the attached plan, allowing for back-of-house activities to be adjacent to the obstruction.

Hotel design is different from traditional residential buildings, being shallower in depth. Thus, the additional height is needed as a bulkier building wouldn't be marketable. In addition, the loss of 14th Street as a roadway to conventional traffic has necessitated using the southern side of the building as the entry point, further limiting design flexibility. A smaller hotel isn't an economically viable option. Size matters; hence the minimum Plan requirement of 140,000 sf, which is consistent with our initial review and discussion with people knowledgeable with the hotel industry. Finally, the east/west alignment of the building, the narrower profile of the hotel structure, and its proximity to the Viaduct will minimize any visual interference from pedestrians and local residents looking westward.

Future Plan Elements

As the development concepts evolves we will supply further details about the following plan components and our compliance thereto:

- Transportation management plan
- Sustainability elements
- Flood damage control components
- Signage plans
- Green infrastructure elements
- Additional reports as required by the Plan and at the request of Council Members or Administration officials

The Western Edge Redevelopment Zone is on the cusp of dramatic development and we are excited to be part of this formidable development process. Further to your comments at our April 28th meeting, if this submission satisfies the review to date, please proceed to the next step, which we assume would be a meeting with the Northern Redevelopment Committee of the City Council, knowing that we welcome moving forward as quickly as possible. If you or the Mayor have any questions or would like to have us expand on any aspect of our proposal for this site, we would welcome the opportunity to meet at your earliest convenience.

Sincerely,
Just Block 112 LLC

707 Church LLC

By: Mark L. Villamar, Managing Member

By: Hany Ahmed, Member

cc: Doug Janacek, via email w/o enclosures
Paul Phillips, via email w/o enclosures
Frank Minervini, via email w/o enclosures
Ciaran Kelly, via email w/o enclosures

HOTEL
14 FLOORS ABOVE EXISTING.
HEIGHT = 188 FT ABOVE D.F.E.
140,000 SF TOTAL GROSS

10 FLOORS OF RESIDENTIAL USE
IN TWO BUILDINGS.
HEIGHT = 116 FT ABOVE D.F.E.
207,200 SF TOTAL NET (207 UNITS)

RETAIL AT GRADE W/ MEZZANINE
16FT ABOVE D.F.E.
25,229 SF TOTAL GROSS

PARKING CALCULATION:

REQUIRED:
1 PER RESIDENTIAL UNIT = 207
197,879 SF NON RESIDENTIAL
MINUS 1ST 10,000SF = 187,879/1000
=188 SPACES BUT 10% OF RES.
SPACES CAN BE SHARED (20)

168 + 207 = 375 SPACES REQUIRED
375 SPACES PROVIDED
123 SELF + 252 MECHANICAL

OVERALL SUMMARY:

- 207,200 SF NET RESIDENTIAL (207 UNITS)
- 140,000 SF HOTEL
- 57,879 SF COMMERCIAL (32,650 SF BOWLING/VENUE + 25,229 SF RETAIL AT GRADE)
- 375 PARKING SPACES TOTAL (REQUIRED AND PROVIDED)

- LOT COVERAGE :
75% AT GRADE

HOTEL LOBBY WITH 28
PARKING SPACES BEHIND

ADAPTIVE REUSE OF EXISTING
INDUSTRIAL STRUCTURE AS A
BOWLING ALLEY AND
RECREATIONAL VENUE.
32,650 SF TOTAL GROSS

NEW CORRIDOR (THRU-WAY)

APPROVED SELF STORAGE
8 STORIES / 80FT ABOVE D.F.E.

MINERVINI VANDERMARK
ARCHITECTURE

www.minerviniarchitecture.com • TEL 201.298.0000

© 2014 Google

V. REASON FOR APPLICATION / PURPOSE

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

See attached.

VI. DESCRIPTION OF PROPOSED PROJECT

A. Proposed Use(s): Residential, retail, restaurants, commercial, parking, & hotel

B. Proposed Setbacks:

Front ___None___ Side 1 ___None___ Side 2 ___None___ Rear Yard ___None___

C. Proposed Building(s):

Bldg. Ht. (feet)	<u>116 above DFE</u>	Bldg. Ht. (stories)	<u>11 Residential</u>
Bldg. Ht. (feet)	<u>16 above DFE</u>	Bldg. Ht. (stories)	<u>1</u>
Bldg. Ht. (feet)	<u>188 above DFE</u>	Bldg. Ht. (stories)	<u>14 Hotel</u>

D. Proposed Lot Coverage: 75% at grade

E. Proposed Number of Residential Units:

Market Rate: 186
Affordable: 21
Low Income: none

F. Proposed Commercial / Office Area (sq. ft.): 140,000 office/hotel

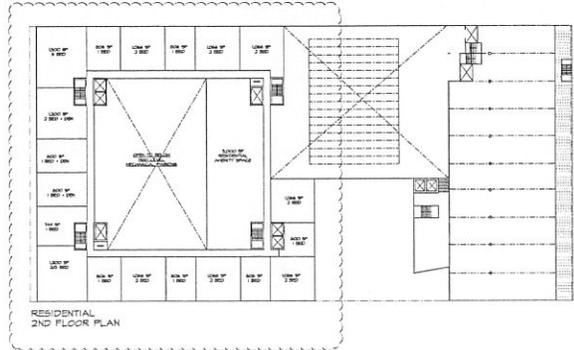
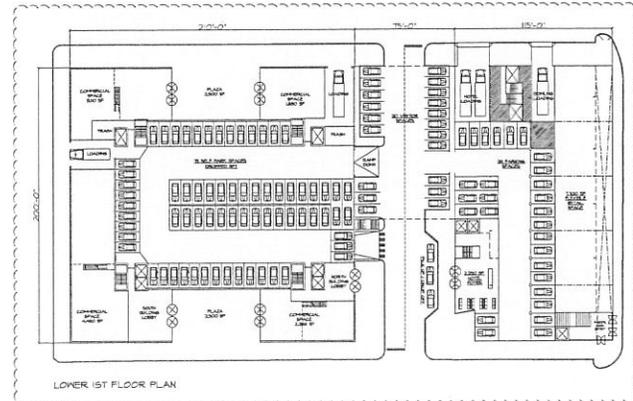
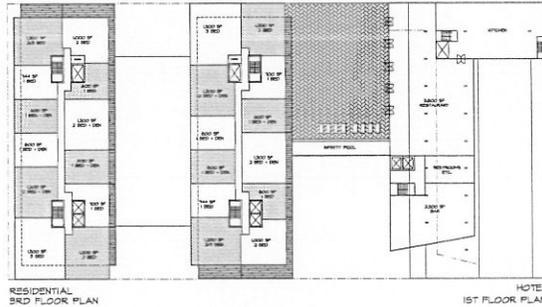
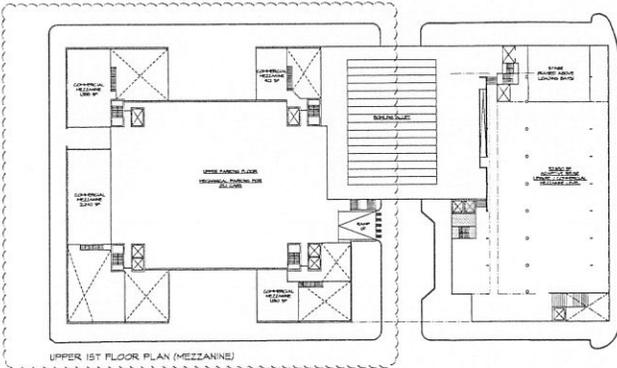
G. Proposed Commercial / Retail Area (sq. ft.): 57,879

H. Accessory Parking (# spaces): 123

I. Public Parking (# spaces): 252 mechanical

1300 JEFFERSON - BLOCK 112, HOBOKEN PROPOSED PLANS AND SITE SECTION

street level commercial space including mezzanine = 25,224 sf
 bowling / restaurant / music venue = 52,650 sf
 plus Hotel = 140,000 sf
 total commercial space = 177,874 sf
 375 PARKING SPACES TOTAL REQUIRED
 207 Residential & 168 Commercial spaces required
 375 PARKING SPACES TOTAL PROVIDED



**Minervini Vandermark
Architecture**
 Minervini Vandermark, LLC
 340 Tenth St.
 Hoboken, New Jersey, 07030
 Tel: 201-388-0427
 Fax: 201-388-0528
 www.mvarchitecture.com

Franc J. Minervini, AIA
 NJ License # 12574
 NY License # 63281-43

Anthony C. Vandermark, Jr., AIA
 NJ License # 1138
 NY License # 20750

#	Date	Revision
2	02/11/16	GEN. REVISIONS
1	03/03/16	PROPOSAL

Project Number : 15-1233
 Drawn by : CA
 Checked by : FJM, ADV
 Scale : As noted

Client
 PEGASUS REAL ESTATE SOLUTIONS

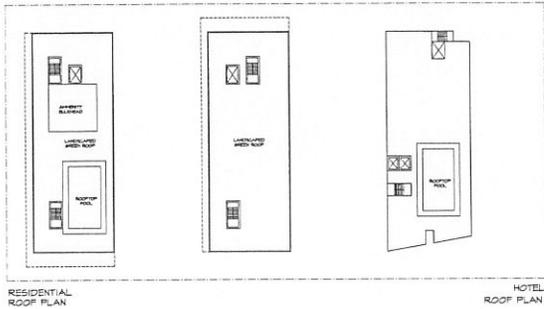
Address
 1300 JEFFERSON STREET
 BLOCK 112 LOTS 1-27
 HOBOKEN, NJ 07030

Project Description
 MIXED USE DEVELOPMENT

Sheet Title

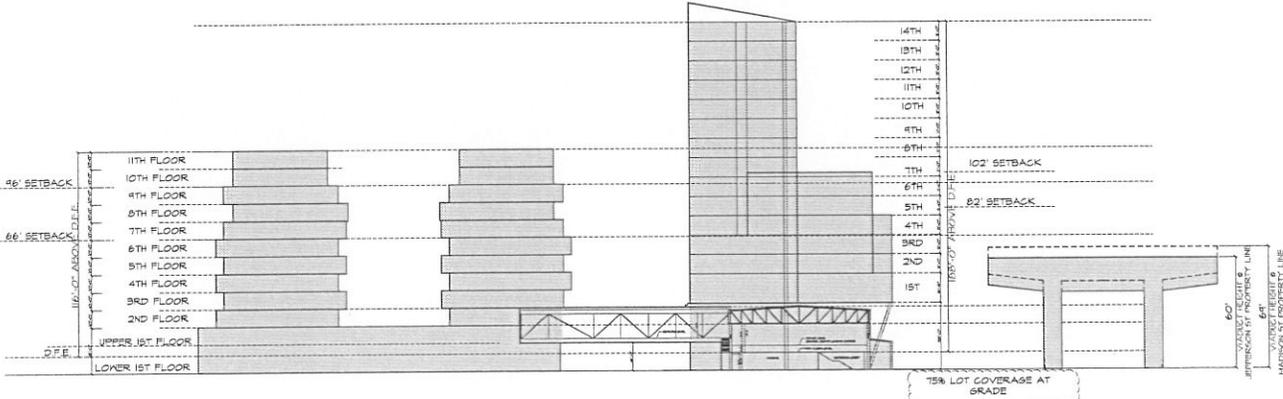
Drawing No.

A-1



RESIDENTIAL ROOF PLAN

HOTEL ROOF PLAN



SITE SECTION, NOT TO SCALE



Minervini Vandemark Architecture

Minervini Vandemark, LLC
 240 Fourteenth St
 Hoboken, New Jersey, 07030
 Tel: 201-386-6437
 Fax: 201-386-6428
 www.mvarchitecture.com

Frank J. Minervini, AIA
 NJ License # 2574
 NY License # 63397-63

Anthony C. Vandemark, J., AIA
 NJ License # 1746
 NY License # 32764

#	Date	Revision
1		CON. REVISIONS
2		PROVISIONAL

Project Number: 15-1753
 Drawn by: CE
 Checked by: FJM, ACV
 Scale: AS NOTED

Client: PEGASUS REAL ESTATE SOLUTIONS

Address: 300 JEFFERSON STREET
 BLOCK 172 LOTS 1-2
 HOBOKEN, NJ 07030

Project Description: MIXED USE DEVELOPMENT

Sheet Title:

Drawing No.

A-4

Hoboken Western Edge Redevelopment Zone

City of Hoboken

Pre-submission Form

Applicant: Just Block 112, LLC

Item V. Reason for application/purpose

Just Block 112, LLC and 707 Church LLC (collectively Just Block 112) are the tenants in common title holders of the Western Edge Redevelopment Zone subarea known as Jefferson Subarea, and are submitting this pre-submission form for purposes of being designated the redeveloper of the subarea. It is our intention that the area will be a mixed use development comprising residential, retail, restaurant and commercial components, utilizing the planning guidelines as defined in the Redevelopment Plan approved by the City Council August 5, 2015. The proposed development will be substantially in accordance with the height, density and other limitations as detailed in the Plan, with height averaging being employed to provide enhanced architectural interest.

Item VIII (2) Stockholder Disclosure Statement

Ownership of 10% or more of the property is as follows:

Just Block 112, LLC

Hoboken Improvement Co., L.P.,

Mark L. Villamar and Esther Milsted, sole partners with ownership of 10% or more in the property

Hany Ahmed, individually and through *707 Church LLC*

Mark L. Villamar, individually

Frederic Harwood Revocable Trust

Hoboken Western Edge Redevelopment Zone

City of Hoboken

Pre-submission Form

Applicant: Just Block 112, LLC

Item VIII (4). Description of Applicant Qualifications

(a) Prior experience. Multiple projects in Hoboken over 35 years including restoration and preservation of original housing stock, adaptive reuse of commercial properties, new construction of mid-rise residential apartment. Significant properties include Hudson Park (Observer and Park), 1414 Grand Street (mixed use), and 1101 Grand Street (residential under construction), new construction; Park on Park Garage (US Testing Building), 1422 Grand Street (Biergarten Building), multiple 3-24 family buildings throughout Hoboken, adaptive reuse, restoration and preservation.

(b) References.

(c) Team and Qualifications.

Mark L. Villamar, 35 years of development and management experience.

Hany Ahmed, 15 years development experience.

Various Pegasus Partners employees.

(d) Financial Qualifications. See bankers' references.

(e) There are no judgments, liens on property, bankruptcy against the property or the applicant, other than routine mortgages in good standing.

Item VIII (5). Description of Project. Given the distance this zone is from the waterfront and other vibrant portions of Hoboken, such as Washington Street, we strongly believe a successful redevelopment project will make this area a destination, much as the Pilsener Haus Biergarten has become a destination every week for thousands of residents and visitors to Hoboken. As such, our vision calls

for a mixed use project including a residential component consistent with the Plan, with a base of extensive retail on all street sides, and with a bowling alley with recreation and restaurant activities. The bowling alley would be adjacent to the newly renovated area under the 14th Street Viaduct with retail shops opening up to the other recreational activities in the neighborhood. Instead of an area in need of redevelopment with derelict and dilapidated buildings, this site will be an active neighborhood where residents of Hoboken may shop, live, dine and entertain themselves, enhancing the exciting developments of the northwest portion of Hoboken.

We estimate that our proposed project would create 950 new jobs, with approximately 325 new residents, including 34 residents in affordable housing, which will be the basis for meeting the affordable housing requirements of the zone.

Financing of the project will be accomplished through a combination of internally generated equity, including equity used to acquire the property, and institutional financing. We will avail ourselves of any infrastructure and related credits, grants and other programs within local and state agencies.

ADDITIONAL CONSIDERATIONS:

Lot Coverage Conflicts – the plan calls for no more than 75% lot coverage for this subarea. In order to achieve the minimum 48,626 sf of ground floor retail required together with the mandatory “self-park” requirement, one would need nearly full lot coverage at grade. Currently the existing building occupies 100% of the lot.

Flood Challenge – we have difficulties with respect to existing flood elevations and the DEP and FEMA requirements. Thus, starting at elevation 4.0’ on average, whereas we need to be at elevation 13’. Part of our proposed solution is working with the City to raise the surrounding streets and sidewalks to the extent possible.

Street Access –as a result of the County’s completion of the 14th Street Viaduct, access for deliveries and vehicles has been compromised along the 14th Street roadway that previously existed as a functioning street. Accordingly, it will be necessary to reconsider circulation plans for the northern portion of the site.

North Wall - we are contemplating creating 200' of retail space on the ground floor of the northern portion of the existing building, opening up to the Hudson County recreation area under the 14th Street Viaduct. We need loading zone(s) in order to service these facilities, noting that there is no vehicular traffic on 14th Street.

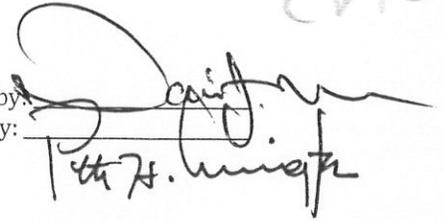
Loading Zone – street and interior loading zones need to be thought through to accommodate deliveries, move-ins and move-outs, and general circulation.

Affordable Housing – compliance with the inclusionary requirements presents a need for further evaluation of the manner of implementation (e.g., rental vs. for sale units).

Hotel Option – As we anticipate locating the hotel in the north section of the property, the viaduct poses challenges, specifically undesirable rooms would be created making a viable operator difficult to attract. A possible solution would be to reuse the existing building by including a bowling alley and at grade retail units along 14th Street. This would also serve to activate street life and become a destination for the entire area. Locating the hotel above the recreational facility would require an additional 60' of height above the plan limits on this section of the block.

Bonus Density – the plan doesn't specifically address how the redeveloper can achieve bonus density that is alluded to in the plan, noting the constraints listed above. Some deviations from the plan may be required to accommodate any bonus density.

Introduced by:
Seconded by:

CP10

Peter H. Wiest

CITY OF HOBOKEN
RESOLUTION NO. :__

RESOLUTION AWARDING A CONTRACT TO VALUE RESEARCH GROUP FOR THE PROVISIONS OF APPRAISAL SERVICES FOR MARSHALL STREET SUBSTATION AND 1101 MONROE STREET IN ACCORDANCE WITH VALUE RESEARCH GROUP'S APRIL 1, 2016 PROPOSAL IN THE TOTAL AMOUNT OF \$9,000.00

WHEREAS, the City urgently requires the professional services of real property appraisers for the appraisal of the Marshall Street Substation and 1101 Monroe Street, and the total cost of said services is \$9,000.00, and Value Research Group has already been authorized as a pool Appraiser by the City Council via resolution in accordance with the Fair and Open Process; and,

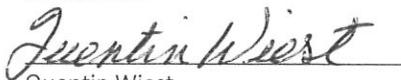
WHEREAS, pursuant to the recommendation of the City Administration, this Council now seeks a contract award for said services; and,

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

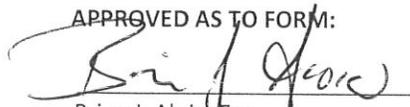
- A. This resolution awards a contract to Value Research Group for professional real property appraisal services, in the total amount of Nine Thousand Dollars (\$9,000.00) for the appraisal of the Marshall Street Substation and 1101 Monroe Street, in accordance with the April 1, 2016 proposal of Value Research Group, attached hereto.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the attached proposals, as requested by the Administration.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

Meeting Date: July 6, 2016

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Brian J. Aloia, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO VALUE RESEARCH GROUP FOR THE PROVISIONS OF APPRAISAL SERVICES FOR MARSHALL STREET SUBSTATION AND 1101 MONROE STREET IN ACCORDANCE WITH VALUE RESEARCH GROUP'S APRIL 1, 2016 PROPOSAL IN THE TOTAL AMOUNT OF \$9,000.00

AMOUNT TO BE CERTIFIED:

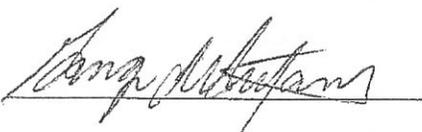
\$9,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

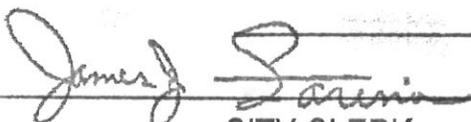
6-01-21-181-036

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$9,000.00 will be available in the following appropriation 6-01-21-181-036 in the City's CY2016 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  George DeStefano, CFO

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


CITY CLERK

July 5, 2016
09:30 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-21-181-036 Professional Services - Redevelopment	Encumbrance	CFO Cert for meeting 07/06/16 Value Res	9,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	9,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	9,000.00

	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	9,000.00
Total:	1	9,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	9,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 9,000.00 Ref Num: 4218



VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

April 1, 2016

Brandy Forbes, AICP, PP
Community Development Director
City Of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Appraisal and Consulting Services
Marshall Street Sub Station (Block 35, Lots 1, 2, 3, 4.01, 5.01, 33-36)
1101 Monroe Street (Block 102, Lot 1)

Dear Ms. Forbes:

Value Research Group (VRG) is pleased to submit this proposal for the appraisal services in connection with the matter referenced above. The work product will be prepared for you and is for your sole and exclusive use for the matter described here under the terms of this agreement.

Assignment Summary

Client:	City Of Hoboken
Intended Users:	Client & PSEG
Intended Use:	To assist the client and intended users in determining the current fee simple market value of the subject properties in connection with a potential land exchange.
Service:	<u>Phase 1:</u> Review appraisals prepared by PSEG and test reasonableness of the value conclusions. <u>Phase 2:</u> If needed prepare market value appraisals of one or both of the subject properties.
Appraisal Fee:	<u>Phase 1:</u> \$150/hour not to exceed \$3,000 <u>Phase 2:</u> \$150/hour not to exceed \$6,000 for both appraisals.

Scope of Work

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, review comparable properties and prepare an appraisal report indicating our opinion of value of the subject property as of the effective date. Our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report will be subject to our Statement of Limiting Conditions and Appraiser's Certification; please let me know if you would like to review this statement before we commence work.

Delivery Date

We anticipate that the fieldwork, analysis and appraisal report can be completed within 30 days of your execution of this agreement.

Fee Requirements

The assignment is divided into two Phases. Phase 1 is for the review of two appraisals supplied by PSEG for consideration by the City of Hoboken. I will review these appraisals and provide comments regarding the reliability and accuracy of the value conclusions. Phase 2 is for the preparation of appraisal reports for the City, if needed. The fees for both Phases are itemized as follows:

<u>Phase 1:</u>	\$150/hour not to exceed \$3,000
<u>Phase 2 (two appraisals):</u>	\$150/hour not to exceed \$6,000

Our fee for the appraisal includes one meeting or phone conference to review our findings and analysis. Subsequently, the fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be charged at \$150/hour.

Confidentiality

VRG shall not provide a copy of the written report to, or disclose the results of the analysis prepared in accordance with the Agreement with any party other than the Client, unless the Client authorizes that action, except as stipulated in the Confidentiality Section of the Ethics Rules of the Uniform Standards of Professional Appraisal Practice (USPAP).

Cancellation

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to VRG. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

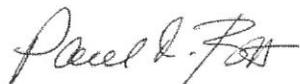
No Third Party Beneficiaries

Nothing in this Agreement shall create a contractual relationship between VRG or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including by not limited to, any third parties identified in this engagement letter.

If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.



Paul T. Beisser, MAI, CRE
State Certified General Real
Estate Appraiser (RG 00181)

Accepted By

VALUE RESEARCH GROUP, LLC.

Date

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION SUPPORTING THE CONTINUED INVESTIGATION OF, DISCUSSION OF, AND EFFORTS TO PASS ENHANCED LEGISLATION REGARDING THE PURCHASE, SALE, PERMITTING, USE AND/OR CARRYING OF ASSAULT RIFLES BY THE NEW JERSEY STATE AND UNITED STATES FEDERAL LEGISLATURES

WHEREAS, during the 2015 and 2016 calendar years, there have been numerous mass shootings in the United States which involved civilians utilizing assault rifles; and,

WHEREAS, the City Council of the City of Hoboken wishes to express its support for continued discussion and exploration of the options for enhancing the protection of the citizenry through legislation restricting the purchase, sale, permitting, use and/or carrying of assault rifles by civilians; and,

WHEREAS, the City Council applauds the State Legislature's consideration of options for better protecting the citizenry from the purchase, sale, permitting, use and/or carrying of assault rifles by civilians.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Hoboken hereby expresses its support of the continued investigation of, discussion of, and efforts to pass enhanced legislation regarding the purchase, sale, permitting, use and/or carrying of assault rifles by the New Jersey State and United States Federal Legislatures; and,

BE IT FURTHER RESOLVED, the City Council of the City of Hoboken hereby directs that duly authenticated, certified copies of this Resolution be immediately transmitted by the City Clerk to the following individual legislators:

A. To the United States through its

1. Speaker of the House Representative Paul D. Ryan;
2. Majority Leader Representative Kevin McCarthy;
3. Majority Whip Representative Steve Scalise;
4. Representative Conference Chairman Cathy McMorris Rodgers;
5. Representative Policy Committee Chairman Luke Messer;
6. Democratic Leader Representative Nancy Pelosi;
7. Democratic Whip Representative Steny Hoyer;
8. Assistant Democratic Leader Representative James Clyburn;
9. Democratic Caucus Chairman Representative Xavier Becerra.

B. To the New Jersey Governor

10. Chris Christie.

C. The United States Senators

11. Robert Menendez,
12. Cory Booker.

D. To the New Jersey State Assembly through its

13. Speaker Vincent Prieto;
14. Majority leader Louis D. Greenwald;
15. Speaker Pro-Tempore Jerry Green;
16. Majority Conference Leader Shavonda E. Sumter;
17. Deputy Speaker John J. Burzichelli;
18. Deputy Speaker Wayne P. DeAngelo;

Vincent Prieto (District 32)
Louis D. Greenwald (District 6)
Jerry Green (District 22)
Shavonda E. Sumter (District 35)
John J. Burzichelli (District 3)
Wayne P. DeAngelo (District 14)

- | | |
|--|---|
| 19. Deputy Speaker Gordon M. Johnson; | <u>Gordon M. Johnson</u> (District 37) |
| 20. Deputy Speaker Pamela R. Lampitt; | <u>Pamela R. Lampitt</u> (District 6) |
| 21. Deputy Speaker Gary S. Schaer; | <u>Gary S. Schaer</u> (District 36) |
| 22. Deputy Speaker L. Grace Spencer; | <u>L. Grace Spencer</u> (District 29) |
| 23. Deputy Speaker Valerie Vaineri Huttle; | <u>Valerie Vaineri Huttle</u> (District 37) |
| 24. Deputy Speaker Benjie E. Wimberly; | <u>Benjie E. Wimberly</u> (District 35) |
| 25. Deputy Speaker John S. Wisniewski; | <u>John S. Wisniewski</u> (District 19) |
| 26. Deputy Majority Leader Joseph V. Egan; | <u>Joseph V. Egan</u> (District 17) |
| 27. Deputy Majority Leader Thomas P. Giblin; | <u>Thomas P. Giblin</u> (District 34) |
| 28. Deputy Majority Leader Reed Gusciora; | <u>Reed Gusciora</u> (District 15) |
| 29. Deputy Majority Leader Angelica M. Jimenez; | <u>Angelica M. Jimenez</u> (District 32) |
| 30. Deputy Majority Leader Annette Quijano; | <u>Annette Quijano</u> (District 20) |
| 31. Deputy Speaker Pro-Tempore Daniel R. Benson; | <u>Daniel R. Benson</u> (District 14) |
| 32. Deputy Conference Leader Tim Eustace; | <u>Tim Eustace</u> (District 38) |
| 33. Parliamentarian Craig J. Coughlin; | <u>Craig J. Coughlin</u> (District 19) |
| 34. Deputy Parliamentarian Joseph A. Lagana; | <u>Joseph A. Lagana</u> (District 38) |
| 35. Majority Whip Herb Conaway Jr.; | <u>Herb Conaway Jr.</u> (District 7) |
| 36. Deputy Majority Whip Ralph R. Caputo; | <u>Ralph R. Caputo</u> (District 28) |
| 37. Appropriations Chair John J. Burzichelli; | <u>John J. Burzichelli</u> (District 3) |
| 38. Budget Chair Gary S. Schaer; | <u>Gary S. Schaer</u> (District 36) |
| 39. Speaker Emeritus Sheila Y. Oliver; | <u>Sheila Y. Oliver</u> (District 34) |
| 40. Republican Leader Jon M. Bramnick; | <u>Jon M. Bramnick</u> (District 21) |
| 41. Conference Leader David P. Rible; | <u>David P. Rible</u> (District 30) |
| 42. Republican Whip Scott T. Rumana; | <u>Scott T. Rumana</u> (District 40) |
| 43. Deputy Conference Leader Nancy Munoz; | <u>Nancy F. Munoz</u> (District 21) |
| 44. Republican Budget Officer Declan J. O'Scanlon Jr.; | <u>Declan J. O'Scanlon, Jr.</u> (District 13) |
| 45. Deputy Republican Leader Anthony M. Bucco; | <u>Anthony M. Bucco</u> (District 25) |
| 46. Deputy Republican Leader Amy H. Handlin; | <u>Amy H. Handlin</u> (District 13) |
| 47. Deputy Republican Leader David W. Wolfe; | <u>David W. Wolfe</u> (District 10) |
| 48. Parliamentarian Michael Patrick Carroll; | <u>Michael Patrick Carroll</u> (District 25) |
| 49. Appropriations Officer John DiMaio; | <u>John DiMaio</u> (District 23) |
| 50. Assistant Republican Leader Chris A. Brown; | <u>Chris A. Brown</u> (District 2) |
| 51. Assistant Republican Whip Erik Peterson; | <u>Erik Peterson</u> (District 23) |
| 52. Assistant Republican Whip Jack M. Ciattarelli; | <u>Jack M. Ciattarelli</u> (District 16) |
| 53. Policy Co-Chairs Brian E. Rumpf; | <u>Brian E. Rumpf</u> (District 9) |
| 54. DiAnne C. Gove; | <u>DiAnne C. Gove</u> (District 9) |
| 55. Assembly Clerk Dana M. Burley. | <u>Dana M. Burley</u> |
| E. The New Jersey State Senate, through its | |
| 56. President, Stephen Sweeney; | <u>Stephen M. Sweeney</u> (District 3) |
| 57. Majority Leader Loretta Weinberg; | <u>Loretta Weinberg</u> (District 37) |
| 58. President Pro-Tempore Nia H. Gill; | <u>Nia H. Gill</u> (District 34) |
| 59. Deputy Majority Leader Paul A. Sarlo; | <u>Paul A. Sarlo</u> (District 36) |
| 60. Assistant Majority Leaders James Beach, | <u>James Beach</u> (District 6) |
| 61. Linda Greenstein, | <u>Linda Greenstein</u> (District 14) |
| 62. M. Teresa Ruiz; | <u>M. Teresa Ruiz</u> (District 29) |
| 63. Majority Conference Leader Robert M. Gordon; | <u>Robert M. Gordon</u> (District 38) |
| 64. Majority Whip Sandra B. Cunningham; | <u>Sandra B. Cunningham</u> (District 31) |
| 65. Republican Leader Thomas H. Kean Jr.; | <u>Thomas H. Kean Jr.</u> (District 21) |
| 66. Deputy Republican Leader Diane B. Allen; | <u>Diane B. Allen</u> (District 7) |
| 67. Conference Leader Robert W. Singer; | <u>Robert W. Singer</u> (District 30) |
| 68. Deputy Conference Leader Jennifer Beck; | <u>Jennifer Beck</u> (District 11) |
| 69. Assistant Republican Leader Joseph Pennacchio; | <u>Joseph Pennacchio</u> (District 26) |
| 70. Republican Budget Officer Anthony R. Bucco; | <u>Anthony R. Bucco</u> (District 25) |
| 71. Secretary of the State Jennifer A. McQuaid. | <u>Jennifer A. McQuaid</u> |
| F. To the New Jersey Representatives, | |
| 72. Donald Norcross, | |
| 73. Frank LoBiondo, | |
| 74. Tom MacArthur, | |

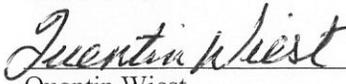
- 75. Chris Smith,
- 76. Scott Garrett,
- 77. Frank Pallone Jr.,
- 78. Leonard Lance,
- 79. Albio Sires,
- 80. Bill Pascrell Jr.,
- 81. Donald Payne Jr.,
- 82. Rodney Frelinghuysen,
- 83. Bonnie Watson Coleman.

G. To the Hoboken District Representatives

- 84. Senator, Brian P Stack;
- 85. Assemblywoman, Annette Chaparro,
- 86. Assemblyman Raj Mukherji.

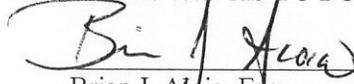
Meeting Date: July 6, 2016

APPROVED:



 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:



 Brian J. Aloia, Esq.
 Corporation Counsel

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

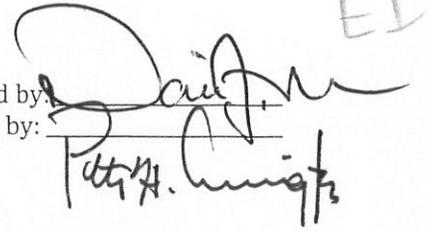
A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUL 06 2015



 CITY CLERK

	Activity Id		Due Date	Activity Typ	Assigned St	Notes	Records	Email	Complete
	1422	X	7/8/2016	To Do	Suzanne Hetman	There are no responsive documents in the file for 820 Hudson St., #2-1.	No		<input checked="" type="checkbox"/>
	1374	X	7/1/2016	To Do	Sandra Dortch	This is OPRA request Log # 16-1053. Please see the attached request. Please return the request to the City Clerk's office by 7/1/16.			<input type="checkbox"/>

Introduced by:
Seconded by:

 EI

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

RESOLUTION AWARDING AN EXTENSION TO THE CONTRACT TO COMMUNITY COMPOST COMPANY FOR RESIDENTIAL COMPOSTING SERVICES TO THE CITY OF HOBOKEN FOR ONE ADDITIONAL YEAR FOR AN ADDITIONAL NOT TO EXCEED AMOUNT OF \$46,935.00

WHEREAS, the City advertised Request for Proposals for Residential Composting Services in accordance with the N.J.S.A. 40A:11-4.1 competitive contracting process, and thereafter awarded a one year contract to Community Compost Company, who responded to the RFP under the fair and open process and competitive contracting laws; and,

WHEREAS, the City now seeks to amend the contract to extend it for one year, with an additional not to exceed amount of \$22,500.00, which represents an additional one year of service, from March 18, 2016 through March 17, 2017; and,

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

NOW THEREFORE BE IT RESOLVED, that the contract be amended and extended with Community Composting Company to provide services to the City as described in the City's RFP, and, to the extent not inconsistent therewith, the Vendor's proposal, for a term to commence March 18, 2016 and expire March 17, 2017, for an additional not to exceed amount by Forty Six Thousand Nine Hundred Thirty Five Dollars and Zero Cents (\$46,935.00), subject to the following conditions:

- This contract award is for a flat \$46,935.00 payment by the City for one year of service; and,
- Any amendments to the contracts, including without limitation fees payable by the City and/or the residential patrons of the program, shall be subject to prior approval of the City via a resolution, and shall be further subject to a non-appropriation clause in favor of the City.

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

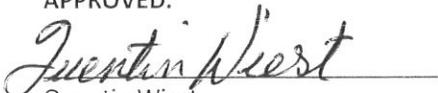
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

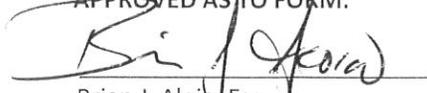
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: July 6, 2016

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Brian J. Aloia, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING AN EXTENSION TO THE CONTRACT TO COMMUNITY COMPOST COMPANY FOR RESIDENTIAL COMPOSTING SERVICES TO THE CITY OF HOBOKEN FOR ONE ADDITIONAL YEAR FOR AN INCREASED TOTAL NOT TO EXCEED AMOUNT OF \$46,935.00

AMOUNT TO BE CERTIFIED:

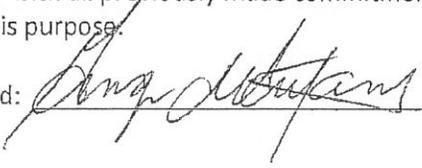
\$46,935.00

ACCOUNT NUMBER TO CERTIFY FROM:

G-02-25-115-004

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$46,935.00 will be available in the following appropriation G-02-25-115-004 in the City's CY2016 grant budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  George DeStefano, CFO

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


CITY CLERK

Batch Id: GDS Batch Date: 07/06/16 Batch Type: Standard

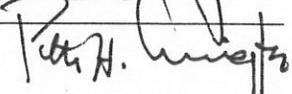
Account No. Account Description	Type	Entry Description	Amount	Seq
G-02-25-115-004 Clean Communities Grant FY 2015	Encumbrance	CFO CERT FOR MEETING 07/06/2016 Communit	46,935.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
GRANT FUND	G-02	0.00	0.00	0.00	0.00	0.00	46,935.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	46,935.00

	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	46,935.00
Total:	1	46,935.00

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	46,935.00		
Batch: GDS	Updated Entries:	1	Updated Amount:	46,935.00
			Ref Num:	4229

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION FURTHER AMENDING THE PROFESSIONAL SERVICE CONTRACT WITH EI ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICE TO THE CITY OF HOBOKEN FOR THE BACKUP GENERATORS PROJECT FOR A TERM TO EXPIRE OCTOBER 31, 2016, BUT WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$27,900.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$249,430.00.

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

WHEREAS, in August, 2013 the City of Hoboken was made aware of potential power related issues at city properties, and thereafter obtained four (4) quotes, on an emergency basis, for the Professional Services, of which EI Associates responded to with the most advantageous proposal, and was awarded a contract, and thereafter on an annual basis EI Associates has submitted proposals in response to the City's RFP's for annual engineering services, in accordance with the State and Local Fair and Open Process; and,

WHEREAS, the EI Associates generator contract was previously amended to extend the term and increase the contract amount in April, 2015, July, 2015, and February, 2016, and the City now seeks to further amend the contract to increase the not to exceed amount by \$27,900.00, as set forth in the attached EI Associates proposal, for a total not to exceed amount of \$249,430.00; and,

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

- A. This resolution amends the award of the contract to EI Associates for professional engineering services, in an increased, not-to-exceed amount of \$27,900.00, as set forth in the attached EI Associates proposal dated June 17, 2016, for a total not-to-exceed amount of \$249,430.00, in accordance with the June 17th proposal.
- B. If the contract amendment, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

BE IT FURTHER RESOLVED that the City Council of the City of Hoboken authorizes the Mayor to enter into the herein described contract amendment with EI Associates; and,

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

BE IT FURTHER RESOLVED that this resolution shall take effect immediately as allowed by law.

Meeting Date: July 6, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Brian J. Aloia
Brian J. Aloia, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION FURTHER AMENDING THE PROFESSIONAL SERVICE CONTRACT WITH EI ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICE TO THE CITY OF HOBOKEN FOR THE BACKUP GENERATORS PROJECT FOR A TERM TO EXPIRE OCTOBER 31, 2016, BUT WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$27,900.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$249,430.00.

AMOUNT TO BE CERTIFIED:

\$27,900.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-708-110 \$4,833.50

C-04-60-715-216 \$23,066.50

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$27,900.00 will be available in the following appropriations C-04-60-708-110, \$4,833.50 and C-04-60-715-216, \$23,066.50 in the City's capital CY2016 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: *George DeStefano*, George DeStefano, CFO

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

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-708-110 Contractor & 40A:2-20 cost (2010)	Encumbrance	CFO Cert meeting 07/06/16 EI ASSOCIATES	4,833.50	1
C-04-60-715-216 Z-361 Renovations/Improve Fire Dept Bldg	Encumbrance	CFO Cert meeting 07/06/16 EI ASSOCIATES	23,066.50	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	27,900.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	27,900.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	27,900.00
Total:	2	27,900.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	27,900.00

Batch: GDS Updated Entries: 2 Updated Amount: 27,900.00 Ref Num: 4219

17 June 2016
EG7452.02

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Attn: Quentin Wiest
Business Administrator

Dear Mr. Wiest:

EI Associates (EIA) proposes to provide three months of additional services of Frank Brancato to work under the direction and supervision of the City of Hoboken. Frank's rate will be \$110 per hour plus reimbursable expenses. Reimbursable expenses will be billed in accordance with our standard reimbursable expense sheet attached. We understand Frank will be working for the City of Hoboken approximately 20 hours per week. Based on 240 man-hours, our fee would be:

- \$26,400 for the Emergency Generator Project and the Multi-Service Center Project

We also recommend you establish an additional allowance of \$1,500 to cover reimbursable expenses.

We look forward to working with you on this important project. Please forward your purchase order referencing this proposal number. Please contact us if you have any questions or require any additional information.

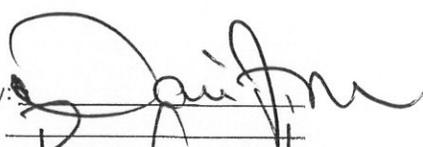
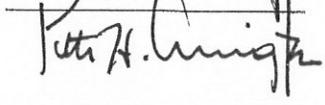
Respectfully submitted,
EI ASSOCIATES
Architects &
Engineers, PA



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

Attachments: Reimbursable Expense Sheet

Cc: EI Distribution

Introduced by: 
Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. : _____

RESOLUTION AMENDING A CONTRACT TO INTERTECH ASSOCIATES FOR THE PROVISIONS OF PUBLIC SAFETY COMMUNICATIONS ENGINEERING IN ACCORDANCE WITH THE ATTACHED PROPOSAL FOR A ONE YEAR TERM TO EXPIRE OCTOBER 20, 2016 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$85,500.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$144,370.00

WHEREAS, the City of Hoboken published RFP's for public safety communication engineering services as RFP 15-14, which is a professional service contract exempt from public bidding under the local contracts law; and,

WHEREAS, in accordance with the Fair and Open Process, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that Intertech Associates is able to provide the City with the most effective and efficient services in accordance with the terms and conditions of the RFP, and the City now seeks to amend said contract award; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to amend the contract to Intertech Associates, 55-77 Schanck Road, Suite A-14, Freehold, NJ 07728, for professional engineering services as public safety communications engineers, with an increase in the not to exceed amount by \$85,500.00, for a total not to exceed amount of \$144,370.00 in accordance with the RFP 15-14 and the vendor's June 28, 2016 proposal, attached hereto; and,

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

- A. This resolution amends the contract to Intertech Associates, 55-77 Schanck Road, Suite A-14, Freehold, NJ 07728, for professional engineering services as public safety communications engineers, with an increase in the not to exceed amount by \$85,500.00, for a total not to exceed amount of \$144,370.00 in accordance with the RFP 15-14 and the vendor's June 28, 2016 proposal, attached hereto.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the attached RFP 15-14 and vendor's June 28, 2016 proposal, as requested by the Administration.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said services.
- F. This resolution shall take effect immediately upon passage.

Meeting Date: July 6, 2016

APPROVED:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Brian J. Alois

Brian J. Alois, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AMENDING A CONTRACT TO INTERTECH ASSOCIATES FOR THE PROVISIONS OF PUBLIC SAFETY COMMUNICATIONS ENGINEERING IN ACCORDANCE WITH THE ATTACHED PROPOSAL FOR A ONE YEAR TERM TO EXPIRE OCTOBER 20, 2016 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY \$85,500.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$144,370.00

AMOUNT TO BE CERTIFIED:

\$85,500.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-420 \$41,130
6-01-31-461-000 \$44,370

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$85,500.00 will be available in the following appropriation C-04-60-715-420 in the amount of \$41,130, and 6-01-31-461-000 in the amount of \$44,370 in the City's CY2016 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: *George DeStefano*, George DeStefano, CFO

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

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-420 Z-375 SOFT COSTS NON-FINANCE	Encumbrance	CFO Cert for meeting 07/06/16 Intertech	41,130.00	1
6-01-31-461-000 Engineering	Encumbrance	CFO Cert for meeting 07/06/16 Intertech	44,370.00	2

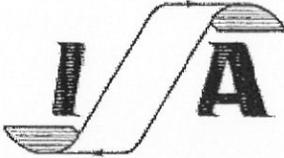
Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	44,370.00
	c-04	0.00	0.00	0.00	0.00	0.00	41,130.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	85,500.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	85,500.00
Total:	2	85,500.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	2	85,500.00

Batch: GDS Updated Entries: 2 Updated Amount: 85,500.00 Ref Num: 4220



INTERTECH ASSOCIATES, INC
COMMUNICATIONS & ELECTRONICS
CONSULTING ENGINEERS

Arlene Metz Schwartz
President / CEO

Perry L. Schwartz, Ph.D., P.E., N.C.E., P.P.
Chief Technology Officer
Chief Engineer

77-55 Schanck Road • Suite A-14 • Freehold, NJ 07728
732-431-4236 • Fax: 732-780-1597

• www.intertechassociates.com • email: ia@intertechassociates.com

June 28, 2016

Mr. Quentin Wiest
Business Administrator
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

RE: Revised CCTV Camera Surveillance Scope of Work

Dear Quentin,

Attached is our proposal and revised scope of services for the assessment and recommendations for improvements to the existing CCTV network and system. The redefined scope is based upon our recent discussions and Intertech Associates' on-site visits with City staff.

We look forward to continuing our work with you and the City of Hoboken to develop an enhanced CCTV surveillance system to monitor activities along the eastern waterfront borders as well as selected high traffic areas within the City.

We look forward to hearing from you and next steps in the process.

Thank you,

Lisa Weinthal

Vice President
Intertech Associates

Scope of Work

Intertech Associates is pleased to proceed with the CCTV Scope of Work as redefined during our recent discussions and on-site visit on May 25, 2016. Our new scope will include the originally proposed and revised scope with additional locations and systems as provided by the Hoboken Police Department.

Priority 1: Revised CCTV Camera Surveillance Project Scope

Intertech Associates will continue its work with the City of Hoboken on the current scope of work for the CCTV system which includes an evaluation and recommendations of the CCTV network and infrastructure along the City's waterfront as well as at other critical locations described below.

- Our updated scope will include coordination with the existing microwave vendor and others to determine the most effective and consistent method of transmitting video surveillance images throughout each of the City waterway piers, as indicated below. The network reconfiguration will incorporate existing locations on Piers A and C with alternative camera options to include 360 degree panoramic, 180 degree, fixed, and pan-tilt-zoom capabilities.
- The following additional locations have been identified for assessment as part of the video surveillance system:
 - 8th Street Fishing Pier
 - Skate Park
 - Pier 13 and 12th Street
- Conceptual network configuration will identify aggregation points from which each waterway pier can transmit surveillance images back to Police Headquarters on a redundant and secured transmission network.
- Budgetary estimates will be provided of recommended system, camera and network enhancements

Network Expansion along Pier Walkways:

The City of Hoboken's Piers are accessed via a two-mile walkway from each of the waterside parks. Intertech Associates will prepare a conceptual plan to extend the Pier networks along the two-mile walking path for continuous visual images that extend along this corridor. Surveillance images and transmission network design will incorporate camera options with 360 degree panoramic, 180 degree, fixed, and pan-tilt-zoom capabilities. Conceptual network configuration will identify aggregation points for transmission back to Police Headquarters for redundant and secured communications.

Priority 1 Revised Fee: Our unbilled contract balance for CCTV and the Radio Project totals \$25,865 as of May, 2016. At your request we are proceeding with the Priority 1 revised scope. We are requesting an additional \$18,000 to complete the revised scope of work for Priority 1.

Additional Scope: Priorities 2-4

The City of Hoboken has identified additional areas throughout the City that are believed to require camera surveillance recording capability for evidentiary review or more sophisticated detection of vehicles entering and leaving the City. In conjunction with you, we have prepared the following scope for the anticipated future expansion of the CCTV Surveillance Camera Systems.

Priority 2: Police Investigations

There is a need to assess and prepare a conceptual plan to integrate AVL/License Plate Reader cameras and analytics into the overall City-wide surveillance system. The AVL/License Plate cameras will be considered for locations along Observer Highway as vehicles exit the south end of the city; locations in the area of 13th and 14th and Willow as vehicles exit the north end of the city as well as other entrances and egress points at 14th and Park Avenue.

- Up to two days on-site for site identification and line-of-site access to facilities supporting surveillance of high traffic vandalism, police investigation and prosecutor requested intersections.
 - Intersection of 1st and Washington Streets
 - Intersection of 5th and Washington Streets
- Development of conceptual network expansion to include new cameras for police investigations, prosecutor-requested intersections and license plate readers.
 - 4th and Jackson
 - 2nd and Jackson
 - Intersection of Newark and Hudson Streets
 - Intersection of 2nd Street and Jackson Street
 - Observer Highway and Park Av
- Budgetary estimates for expansion of AVL/License Plate reader system deployment for the identified locations.

Priority 2 Fee: \$25,500

Priority 3: Hoboken Housing Authority and Hoboken Public Schools

Assess and identify the internal and external infrastructure linkages to support the monitoring of video images transmitted back to Police Headquarters. The existing HHA system uses similar surveillance camera's connected via a fiber backbone. Designs to connect the Housing Authority system to the police department will be required in addition to operational and procedural aspects to be developed by HHA and HPD. Discussion regarding a separate CCTV monitoring facility and development of monitoring requirements (active/passive) are elements to be considered as the network is expanded.

Address the expansion of network to include Hoboken Public Schools. The preliminary designs will need to capture specific locations in order to develop logical pathways and line-of-site configurations which can be incorporated into a conceptual design and budgetary estimate. Hoboken Public Schools included in this task are:

- Hoboken High School
- Hoboken Junior High School
- Joseph F. Brandt School

- Salvatore R. Calabro School
- Thomas G. Connors School
- Wallace School

Priority 3 Fee: \$23,500

Priority 4: In-Bound Parks

There has been an expressed requirement to increase CCTV camera surveillance coverage of waterfront parks bordering the City of Hoboken (see Priority 1). The following locations have been identified as possible additional priorities to be incorporated into the proposed backbone infrastructure network and camera surveillance system after public discussion and approval in the future.

- Camera locations to be determined within Church Square Park (bounded between 4th and 5th and Willow and Garden)
- Camera locations to be determined within Stevens Park (bounded between 4th and 5th and Hudson and the extension of River St)
- Camera locations to be determined within Columbus Park (bounded between 9th and 10th and Clinton, and the extension of Grand St)

Priority 4 Fee: \$ 18,500

Priorities 2-4 Fee Summary and Breakdown:

Priority 1: Additional waterfront locations and walkway	\$18,000
Priority 2: Police Investigations:	\$25,500
Priority 3: Hoboken Housing Authority and Hoboken Public Schools	\$23,500
Priority 4: In-Bound Parks	\$18,500
Total Priorities 2-4	\$85,500

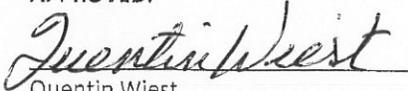
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

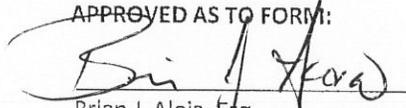
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: July 6, 2016

APPROVED:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Brian J. Aloia, Esq.
 Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CONTRACT WITH FAIRVIEW INSURANCE AGENCY ASSOCIATES INC. FOR SERVICES AS THE CITY'S HEALTH INSURANCE BROKER FOR A SECOND ONE YEAR EXTENSION TO COMMENCE JULY 1, 2016 AND EXPIRE JUNE 30, 2017, IN ACCORDANCE WITH THE COMPETITIVE CONTRACTING LAWS, FOR A FLAT FEE (NOT TO EXCEED AMOUNT) OF \$210,243.00, WHICH INCLUDES A CITY WELLNESS PLAN FOR THE TERM OF THE CONTRACT

AMOUNT TO BE CERTIFIED:

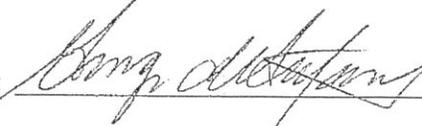
\$210,243.00

ACCOUNT NUMBER TO CERTIFY FROM:

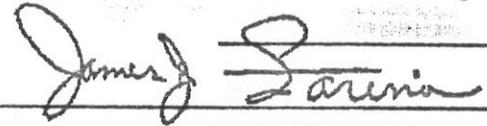
6-01-30-400-2030

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$210,243.00 will be available in the following appropriation 6-01-30-402-010 in the City's CY2016 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed:  George DeStefano, CFO

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


 CITY CLERK

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-30-400-030 MEDICAL	Encumbrance	CFO Cert for meeting 07/06/16 Fairview	210,243.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	210,243.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	210,243.00

	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	210,243.00
Total:	1	210,243.00

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	210,243.00

Batch: GDS Updated Entries: 1 Updated Amount: 210,243.00 Ref Num: 4221

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

Meeting Date: July 6, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Brian J. Aloia
Brian J. Aloia, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE CONTRACT WITH BROWN AND BROWN FOR SERVICES AS THE CITY'S PROPERTY AND CASUALTY INSURANCE BROKER FOR A SECOND ONE YEAR EXTENSION TO COMMENCE JULY 1, 2016 AND EXPIRE JUNE 30, 2017, IN ACCORDANCE WITH THE COMPETITIVE CONTRACTING LAWS, FOR A FLAT FEE FOR THE TERM (NOT TO EXCEED AMOUNT) OF \$65,000.00

AMOUNT TO BE CERTIFIED:

\$65,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-30-400-BRK

CERTIFICATION:

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. Sarunia

CITY CLERK

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$65,000.00 will be available in the following appropriation 6-01-30-402-010 in the City's CY2016 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: *George DeStefano*, George DeStefano, CFO

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-30-400-BRK HEALTH INSURANCE-BROKER FFPS	Encumbrance	CFO Cert for meeting 07/06/16 Brown &	65,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	65,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	65,000.00

	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	65,000.00
Total:	1	65,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount		
Reimbursements:	0	0.00		
Expenditures:	0	0.00		
Transfer In:	0	0.00		
Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	1	65,000.00		

Batch: GDS Updated Entries: 1 Updated Amount: 65,000.00 Ref Num: 4222

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

CITY OF HOBOKEN
RESOLUTION NO. : _____

RESOLUTION AWARDING A CONTRACT TO NAJARIAN ASSOCIATES FOR THE PROVISIONS OF LSRP SERVICES FOR GROUNDWATER INVESTIGATIONS AT FIREHOUSE 2 IN ACCORDANCE WITH NAJARIAN ASSOCIATES' JUNE 10, 2016 PROPOSAL IN THE TOTAL AMOUNT OF \$14,350.00

WHEREAS, the City requires the Licensed Site Remediation Professional (LSRP) services for groundwater investigation at Firehouse 2, and the total cost of said services is \$14,350.00, and Najarian Associates has already been authorized as a pool LSRP for CY2016 by the City Council via resolution in accordance with the Fair and Open Process, and previously performed LSRP work, in the amount of \$11,300.00, at Firehouse 2; and,

WHEREAS, pursuant to the recommendation of the City Administration, this Council now seeks a contract award for said services, in accordance with the attached proposal; and,

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

- A. This resolution awards a contract to Najarian Associates for professional LSRP services, in the total amount of Fourteen Thousand Three Hundred Fifty Dollars (\$14,350.00) for the groundwater inspection of Firehouse 2, in accordance with the June 10, 2016 proposal, attached hereto.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
- C. The contract shall be in accordance with the attached proposals, as requested by the Administration.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

Meeting Date: July 6, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM

Brian J. Aloia
Brian J. Aloia, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO NAJARIAN ASSOCIATES FOR THE PROVISIONS OF LSRP SERVICES FOR GROUNDWATER INVESTIGATIONS AT FIREHOUSE 2 IN ACCORDANCE WITH NAJARIAN ASSOCIATES' JUNE 10, 2016 PROPOSAL IN THE TOTAL AMOUNT OF \$14,350.00

AMOUNT TO BE CERTIFIED:

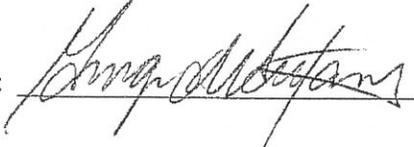
\$14,350.00

ACCOUNT NUMBER TO CERTIFY FROM:

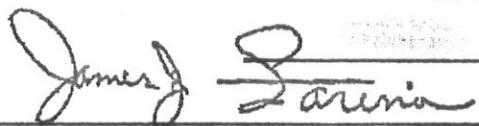
6-01-31-461-000

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$14,350.00 will be available in the following appropriation 6-01-31-461-000 in the City's CY2016 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: , George DeStefano, CFO

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


CITY CLERK

July 5, 2016
09:46 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-31-461-000 Engineering	Encumbrance	CFO Cert for meeting 07/06/16 Narjarian	14,350.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	14,350.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	14,350.00

	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	14,350.00
Total:	1	14,350.00

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	14,350.00		

Batch: GDS Updated Entries: 1 Updated Amount: 14,350.00 Ref Num: 4223



Najarian
Associates

Engineers • Planners • Scientists • Surveyors

VIA EMAIL: qwiest@hobokennj.gov

June 10, 2016

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

**Re: PROPOSAL – Groundwater Investigation
Former UST Close-Out
Firehouse Truck 2
55 Madison Street, Hoboken
NJDEP PI#: 033146; Closure #: N02-1634
Our Proposal No.: P16.033N**

Dear Mr. Wiest:

In response to the February 10th, 2016 NJDEP letter relating to the 2,000 gallon light diesel fuel (#1D) underground storage tank (UST) formerly at the Firehouse Truck 2 facility, T.O. Najarian Associates, Inc. (“Najarian”) completed site investigation activities on May 17th, 2016. The site investigation included the collection of four soil samples in the former tank area and one groundwater sample from a temporary well point installed in one of the borings. The analytical results did not identify petroleum hydrocarbons in the soil at concentrations in excess of NJDEP Standards. The groundwater sample reported bis(2-ethylhexyl) phthalate at a concentration exceeding the NJDEP Groundwater Quality Standards (GWQS); no other compounds were reported in the groundwater at elevated concentrations. As outlined in Najarian’s March 7, 2016 proposal, we are preparing a Site Investigation Report (SIR) for NJDEP submittal to document these initial SI activities relating to the former UST.

The discovery of the groundwater contamination prevents issuance of an Area-of-Concern (AOC) Response Action Outcome (RAO) at this time to close the case. Additional groundwater investigation is required to verify the presence of bis(2-ethylhexyl) phthalate in the groundwater. We recommend the installation of one (1) NJDEP-permitted groundwater monitoring well in this area and the collection and analyses of two rounds of samples in successive quarters to account for seasonal fluctuations. If the two rounds do not identify any Base/Neutral compounds at levels exceeding the GWQS, the case may be closed by properly decommissioning the monitoring well, submitting a Remedial Investigation Report (RIR) to the NJDEP, and issuing an AOC RAO. The costs to install and decommission the well, to complete two rounds of groundwater sampling and analyses, and to prepare an RIR for NJDEP



submittal are presented in the table below. The cost for issuing the AOC RAO was included in our initial proposal.

If the RI confirms groundwater impact, the release will need to be reported to the NJDEP, Public Notification will be required, and a Receptor Evaluation with a Well Search will need to be performed. An offsite source investigation may be warranted to evaluate the origin of the contamination and to what extent the former UST system contributed to the groundwater impact. The costs of these activities are not included in this proposal.

The proposed scope-of-work and costs are presented below:

Groundwater Investigation Firehouse Truck 2, 55 Madison Street, Hoboken, NJ		
Task	Description	Cost
1	Project Management	\$ 850
2	Labor, equipment, and supplies to install one (1) 2-inch diameter, flush-mount, NJDEP-permitted groundwater monitoring well and to properly decommission the well according to NJDEP-protocols;	\$5,800
3	Labor and equipment to complete two (2) rounds of groundwater sampling of the well;	\$3,520
4	Laboratory Analyses at an NJDEP-certified laboratory (2 rounds): Two (2) groundwater samples plus two (2) Field Blanks for TCL B/N+TICs Laboratory Deliverables	\$ 980
5	Prepare and submit to NJDEP an RI Report	\$3,200
	TOTAL	\$14,350

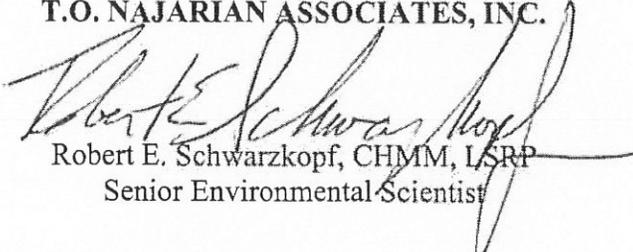
- Notes:
- The cost assumes the former UST area is accessible to allow well installation by a Geoprobe® unit.
 - The cost does not include any NJDEP fees.
 - The cost does not include any traffic control or special sidewalk opening permits, if required.

If this proposal is acceptable, please sign the authorization below and return a signed copy to this office. Work will commence upon receipt of a Purchase Order.



If you have any questions, please give me a call.

Very truly yours,
T.O. NAJARIAN ASSOCIATES, INC.



Robert E. Schwarzkopf, CHMM, LSRR
Senior Environmental Scientist

cc: Patrick Wherry, City of Hoboken
George Dakes, Najarian Associates

AUTHORIZED

By: _____

Date: _____

June 28, 2016
01:26 PM

CITY OF HOBOKEN
Purchase Order Inquiry

Page No: 1

Purchase No: 16-01297 Blanket PO
 Status: Open Vendor: 11216
 Order Date: 03/30/16 NAJARIAN ASSOCIATES
 Due Date: 1 INDUSTRIAL WAY WEST
 Description: F/H Track 2, UST Closeout EATONTOWN NJ 07724
 P.O. Total: 11,300.00
 Void Total: 0.00

Seq	Catalog Num	Qty	Unit	Price	Item Total	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice	
Line	Item					Charge	Acct		Charge	Acct	Description
Line	Item	Notes									
1		1.0000	LO	5,796.0000	5,796.00	0 0	03/30/16				Blanket Control
	F/H Track 2, UST Closeout PROFESSIONAL SERVICE CONTRACT - UST CLOSE OUT OF FIREHOUSE TRUCK 2 LOCATED ON 55 MADISON STREET HOBOKEN, NJ. NOT TO EXCEED \$11,300.00.										
2		1.0000	EA	455.0000	455.00	P 209453	03/30/16	05/12/16	05/19/16	28692	Blanket Sub
	PROFESSIONAL SERVICES FROM MARCH 19,2016 TO APRIL 22,2016 INV#28692 4/28/16 PROJECT# 7189.E00										
3		1.0000		5,049.0000	5,049.00	P 209673	03/30/16	06/07/16	06/16/16	28878	Blanket Sub
	F/H TRACK 2, UST CLOSEOUT FORMER UST FIREHOUSE CLOSEOUT PROFESSIONAL SERVICES 4/23/16 - 5/20/16 REVIEWED AND APPROVED BY P WHERRY 6/2/16 INVOICE# 28878										
					11,300.00						

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION DIRECTING THE INCLUSION OF WAIVERS OF ALL NO PARKING SIGN FEES, ROAD OPENING PERMIT FEES, AND SIDEWALK PERMIT FEES AS WELL AS AUTHORITY TO EXTEND THE CONSTRUCTION TIMES OF CITY CODE SECTION 133-9C FOR BID NO. 16-09, THE WASHINGTON STREET REDESIGN PROJECT

WHEREAS, the bid for Washington Street Redesign Project, known as Bid 16-09, is commencing; and,

WHEREAS, the City has determined that there is a need to waive all no parking sign fees, all road opening permit fees, and all sidewalk permit fees, and incorporate said waivers into the bid documents; and,

WHEREAS, the City has determined that there is a need to authorize an extension of the normal construction hours allowed under City Code Section 133-9C, to allow for construction on weekdays from 6:30am (setup)/7:00am (construction work commencement) through 7:00pm (construction work terminates)/8:00pm (clean up must be complete), and on Saturdays from 8:30am (set up)/9:00am (construction work commencement) through 3:00pm (construction work terminates)/ 4:00pm (clean up must be complete), subject to all staging on the project being done on Mondays, with storing of not more than four (4) days' worth of equipment on the project site Monday at 6:30am through Friday at 8:00pm and no staging or storage on the site from Friday at 8:00pm through Monday at 6:30am.

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

WHEREAS, the City of Hoboken traditionally does not authorize extension of construction timelines beyond the limits in City Code Section 133-9C, but seeks to do so in this instance, for purposes of efficiency, economy and safety, and to minimize the timeline for the completion of the Washington Street Redesign Project to reduce the period of disruption of traffic flow throughout the City due to the Washington Street closures, since Washington Street is the City's main throughway.

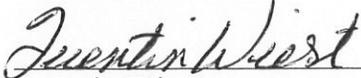
NOW THEREFORE BE IT RESOLVED, the City Council authorizes an extension of the normal construction hours allowed under City Code Section 133-9C, to allow for construction on weekdays from 6:30am (setup)/7:00am (construction work commencement) through 7:00pm (construction work terminates)/8:00pm (clean up must be complete), and on Saturdays from 8:30am (set up)/9:00am (construction work commencement) through 3:00pm (construction work terminates)4:00pm (clean up must be complete), subject to all staging on the project being done on Mondays, with storing of not more than four (4) days' worth of equipment on the project site Monday at 6:30am through Friday at 8:00pm and no staging or storage on the site from Friday at 8:00pm through Monday at 6:30am; and

BE IT FURTHER RESOLVED, the City Council authorizes the waiver of all no parking sign fees, all road opening permit fees, and all sidewalk permit fees for the successful bidder's work on this Washington Street Redesign Project in accordance with the bid specs; and,

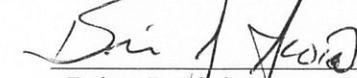
BE IT FURTHER RESOLVED, the City Council directs that these waivers and construction time extensions and exceptions be incorporated into the bid documents for Bid No. 16-09 Washington Street Redesign Project, and that the bid be awarded in accordance with the terms, conditions, waivers, and exceptions of the within Resolution.

Meeting date: July 6, 2016

APPROVED:


 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Brian J. Ajoia, Esq.
 Corporation Counsel

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

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

JUL 06 2015


 CITY CLERK

INTRODUCED BY:
SECONDED BY:

Patricia J. Fringh
[Signature]

72

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING A PROFESSIONAL SERVICE
CONTRACT TO BOSWELL ENGINEERING FOR CITY ENGINEER
FOR ENERGY STRONG ROADWAY STRIPING IN AN AMOUNT
NOT TO EXCEED TWENTY TWO THOUSAND FOUR HUNDRED
FIFTY DOLLARS (\$22,450.00) WITH A TERM TO EXPIRE ON JULY
6, 2017**

WHEREAS, the City of Hoboken published RFP's in accordance with the Fair and Open Process for general municipal engineering services for CY2016; and,

WHEREAS, in accordance with the Fair and Open Process, the Administration evaluated the proposal provided in response to said RFP, and the Administration and City Council included Boswell Engineering on the CY2016 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year, and the Administration has now determined that Boswell Engineering can provide the City with the most effective and efficient City Engineering services for the energy strong roadway striping project, in accordance with their attached proposal dated June 15, 2016; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to Boswell for said services, in accordance with their attached proposal dated June 15, 2016, for a total contract amount of Twenty Two Thousand Four Hundred Fifty Dollars (\$22,450.00), with a term to expire July 6, 2017; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the contract to Boswell Engineering to provide the City with said services, for the energy strong roadway striping project, in accordance with their attached proposal dated June 15, 2016, with a term to expire July 6, 2017, for a total contract amount of Twenty Two Thousand Four Hundred Fifty Dollars (\$22,450.00), and with the additional contract terms as follows:

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

Meeting date: July 6, 2016

Approved as to Content:

Quentin Wiest
Quentin Wiest
Business Administrator

Approved as to Form:

Brian J. Aloia
Brian J. Aloia, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO BOSWELL ENGINEERING FOR CITY ENGINEER FOR ENERGY STRONG ROADWAY STRIPING IN AN AMOUNT NOT TO EXCEED TWENTY TWO THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$22,450.00) WITH A TERM TO EXPIRE ON JULY 6, 2017

AMOUNT TO BE CERTIFIED:

\$ 22,450.00

ACCOUNT NUMBER TO CERTIFY FROM:

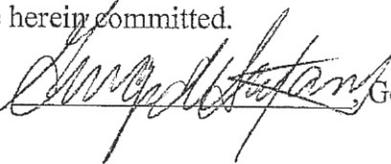
\$13,200.00 is available in the following appropriation C-04-60-714-210, and \$9,250.00 is available in the following appropriation C-04-60-714-220

CERTIFICATION:

WHEREAS, certification of funds is available as follows:

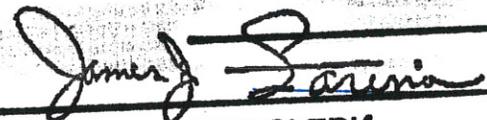
I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,200.00 is available in the following appropriation C-04-60-714-210, and \$9,250.00 is available in the following appropriation C-04-60-714-220 in the CY2016 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said capital budget for CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:



George DeStefano, C.F.O.

**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**


CITY CLERK

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-210 2299 \$1.8M Road Impvmnt Contractor Cost	Encumbrance	CFO Cert for meeting 07/06/16 Boswell	13,200.00	1
C-04-60-714-220 2299 \$1.8M Road Improvement Soft Cost	Encumbrance	CFO Cert for meeting 07/06/16 Boswell	9,250.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	22,450.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	22,450.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	22,450.00
Total:	2	22,450.00

There are NO errors in this listing.

	Updated Entries	Updated Amount		
Reimbursements:	0	0.00		
Expenditures:	0	0.00		
Transfer In:	0	0.00		
Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	2	22,450.00		

Batch: GDS Updated Entries: 2 Updated Amount: 22,450.00 Ref Num: 4227



June 15, 2016

John Morgan, Director
Parking and Transportation
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07303

Re: Energy Strong Roadway Striping Rehabilitation
City of Hoboken
Hudson County, New Jersey
Our Proposal No. PR-16-7316
Our Project No: HO-524

Dear Director Morgan:

In accordance with your request, this letter shall serve as Boswell Engineering's (Boswell) proposal for the preparation of construction plans and specifications and providing construction inspection services for the above referenced project.

The following is an outline of the scope of work and the estimated fee for our design and construction inspection services.

SCOPE OF WORK

As a result of recent natural gas infrastructure upgrades, the City of Hoboken has a need restore/update traffic control markings and striping resulting from the repaving of affected roadway segments. Boswell in concert with member of your Department have compiled a listing of traffic striping and markings that are in need of replacement. It should be noted that this work directly addresses the "Energy Strong" work recently undertaken by PSE&G only and is not intended to address other areas which may be of concern to the City. All pavement markings will be installed in accordance with standards set forth in the *Manual on Uniform Traffic Control Devices* and the City's striping standards. A preliminary cost estimate and location mapping have been attached for your review.

SCOPE OF SERVICES

Boswell will perform the following scope of services:

1. Perform a site visit in order to prepare project base mapping.

2. Prepare roadway striping plans in accordance with current New Jersey Department of Transportation (NJDOT) requirements and City of Hoboken standards.
3. Prepare specifications in accordance with NJDOT and City of Hoboken requirements.
4. Prepare bid documents and bid advertisement for the project.
5. Review contractor bids and make a recommendation to the City of Hoboken.
6. Coordinate and attend a pre-construction meeting with appropriate City officials, utility companies and other parties affected by the construction activities.
7. Provide periodic inspection services during the construction phase.
8. Review contractor invoices to the City of Hoboken.
9. Make a final inspection of the project improvements.

FEE PROPOSAL

Boswell will perform the services outlined in the proposal for an estimated fee not to exceed \$9,250.00 for the design phase and \$13,200.00 for the construction phase, for a total not to exceed \$22,450.00. The billing will be based on our hourly rates in effect at the time the work is performed.

ITEMS NOT INCLUDED IN THE ENGINEERING FEE

The following items are not anticipated to be required and are therefore excluded:

1. Permit Fees
2. New Jersey Department of Environmental Protection Permits
3. Right-of-Way and/or Easement Plans or Descriptions
4. Structural Plans
5. Placement of Bid Advertisement in Newspaper(s)

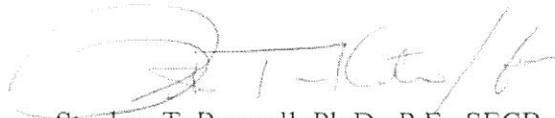
Additional work above and beyond what is outlined in the proposal will be performed as authorized by the City.

Director John Morgan
City of Hoboken
June 15, 2016
Page 3 of 3

Thank you for the opportunity to submit this proposal. We look forward to providing the City of Hoboken with our engineering and construction inspection services and to the successful completion of this project. Should you have any questions or require additional information, please do not hesitate to contact Joe Pomante, P.E. or me.

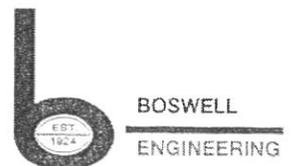
Very truly yours,

BOSWELL McCLAVE ENGINEERING



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

STB/JAP/jm
attachments
160513japp1.doc



Energy Strong Roadway Striping Project
Preliminary Engineer's Construction Cost Estimate
City of Hoboken, Hudson County, New Jersey
Proposal No.: PR-16-7316/Our File No.: HO-523

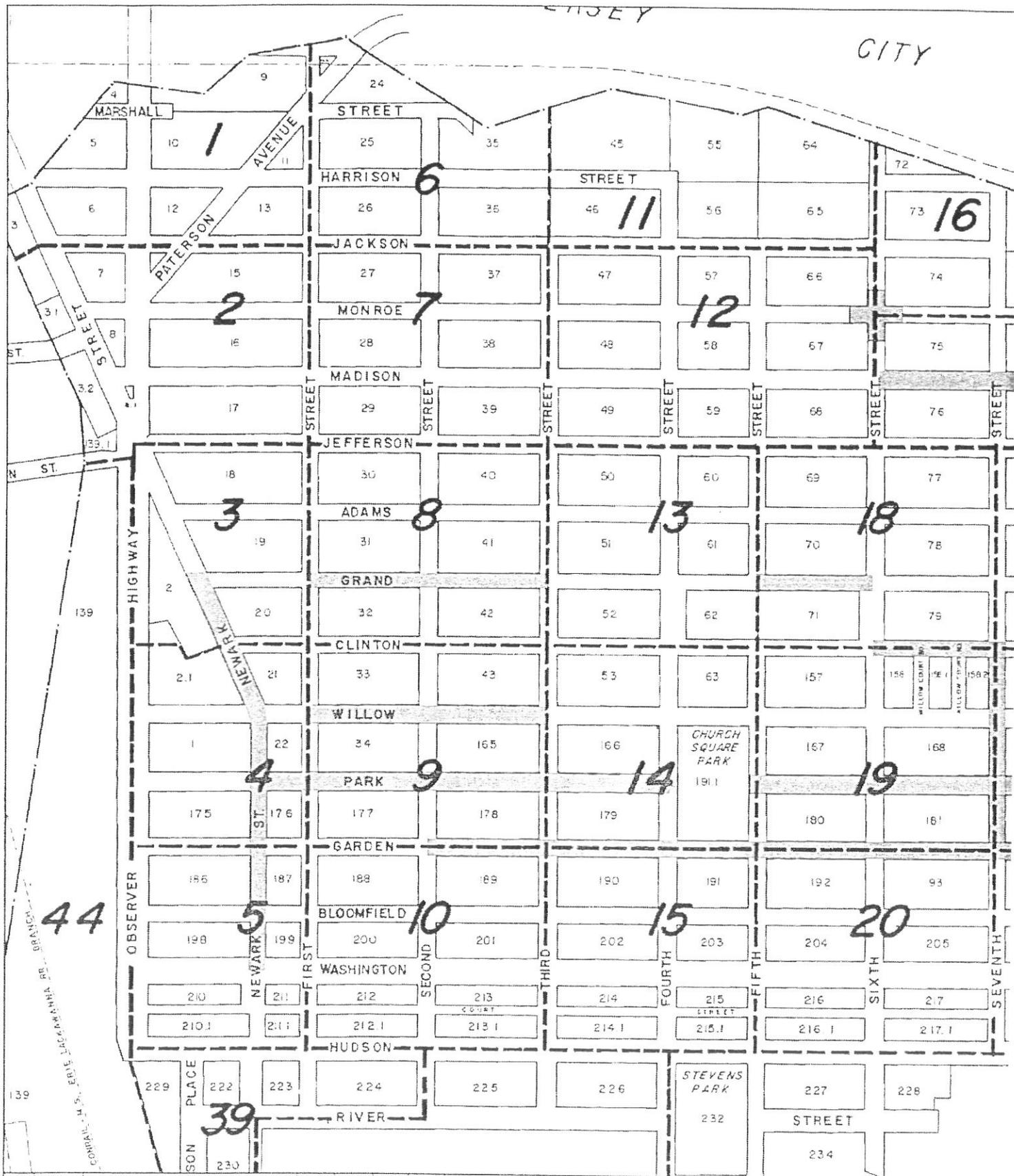
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
Newark Street (Between Washington Street & Grand Street)					
1	Inbound Striping	LF	689.5	\$2.00	\$1,379.00
2	Outbound Striping	LF	393.0	\$2.00	\$786.00
3	Driveway Striping	LF	224.0	\$2.00	\$448.00
SUBTOTAL					\$2,613.00
Grand Street (Between 1st Street & 3rd Street)					
1	Inbound Striping	LF	394.0	\$2.00	\$788.00
2	Outbound Striping	LF	196.5	\$2.00	\$393.00
3	Handicap Stall Striping	LF	36.0	\$2.00	\$72.00
SUBTOTAL					\$1,253.00
Grand Street (Between 5th Street & 6th Street)					
1	Inbound Striping	LF	98.5	\$2.00	\$197.00
2	Outbound Striping	LF	131.0	\$2.00	\$262.00
3	Driveway Striping	LF	192.0	\$2.00	\$384.00
4	Fire Hydrant Striping	LF	82.0	\$2.00	\$164.00
5	Handicap Stall Striping	LF	36.0	\$2.00	\$72.00
SUBTOTAL					\$1,079.00
Willow Avenue (Between 1st Street & 3rd Street)					
1	Inbound Striping	LF	394.0	\$2.00	\$788.00
2	Outbound Striping	LF	131.0	\$2.00	\$262.00
3	Driveway Striping	LF	224.0	\$2.00	\$448.00
SUBTOTAL					\$1,498.00
Park Avenue (Between Newark Street & 4th Street)					
1	Inbound Striping	LF	1,083.5	\$2.00	\$2,167.00
2	Outbound Striping	LF	458.5	\$2.00	\$917.00
3	Driveway Striping	LF	96.0	\$2.00	\$192.00
SUBTOTAL					\$3,276.00
Park Avenue (Between 5th Street & 11th Street)					
1	Inbound Striping	LF	1,280.5	\$2.00	\$2,561.00
2	Outbound Striping	LF	720.5	\$2.00	\$1,441.00
3	Driveway Striping	LF	1,024.0	\$2.00	\$2,048.00
4	Fire Hydrant Striping	LF	410.0	\$2.00	\$820.00
5	Handicap Stall Striping	LF	108.0	\$2.00	\$216.00
6	Crosswalk Striping	LF	5,940.0	\$2.00	\$11,880.00
SUBTOTAL					\$18,966.00
Garden Street (Between 2nd Street & 9th Street)					
1	Inbound Striping	LF	1,280.5	\$2.00	\$2,561.00
2	Outbound Striping	LF	851.5	\$2.00	\$1,703.00
3	Driveway Striping	LF	384.0	\$2.00	\$768.00
4	Fire Hydrant Striping	LF	246.0	\$2.00	\$492.00
5	Crosswalk Striping	LF	4,620.0	\$2.00	\$9,240.00
SUBTOTAL					\$14,764.00

Strong Roadway Striping Project
 Engineer's Construction Cost Estimate
 City of Hoboken, Hudson County, New Jersey
 Proposal No.: PR-16-7316/Our File No.: HO-523

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
Madison Street (Between 6th Street & 8th Street)					
1	Inbound Striping	LF	492.5	\$2.00	\$985.00
2	Outbound Striping	LF	65.5	\$2.00	\$131.00
3	Driveway Striping	LF	800.0	\$2.00	\$1,600.00
4	Fire Hydrant Striping	LF	164.0	\$2.00	\$328.00
5	Crosswalk Striping	LF	1,320.0	\$2.00	\$2,640.00
6	Bike Lane	LF	2,000.0	\$2.00	\$4,000.00
7	High Friction Safety Surface	SF	400.0	\$8.50	\$3,400.00
SUBTOTAL					\$13,084.00
Clinton Street (Between 6th Street & 7th Street)					
1	Inbound Striping	LF	197.0	\$2.00	\$394.00
2	Outbound Striping	LF	131.0	\$2.00	\$262.00
3	Driveway Striping	LF	256.0	\$2.00	\$512.00
4	Fire Hydrant Striping	LF	82.0	\$2.00	\$164.00
5	Crosswalk Striping	LF	660.0	\$2.00	\$1,320.00
SUBTOTAL					\$2,652.00
7th Street (Between Garden Street & Clinton Street)					
1	Inbound Striping	LF	591.0	\$2.00	\$1,182.00
2	Outbound Striping	LF	393.0	\$2.00	\$786.00
3	Driveway Striping	LF	128.0	\$2.00	\$256.00
4	Crosswalk Striping	LF	3,960.0	\$2.00	\$7,920.00
SUBTOTAL					\$10,144.00
9th Street (Between Bloomfield Street & Willow Avenue)					
1	Inbound Striping	LF	492.5	\$2.00	\$985.00
2	Outbound Striping	LF	393.0	\$2.00	\$786.00
3	Driveway Striping	LF	96.0	\$2.00	\$192.00
4	Crosswalk Striping	LF	3,300.0	\$2.00	\$6,600.00
SUBTOTAL					\$8,563.00
10th Street (Between Madison Street & Jefferson Street)					
1	Inbound Striping	LF	197.0	\$2.00	\$394.00
2	Outbound Striping	LF	131.0	\$2.00	\$262.00
3	Driveway Striping	LF	64.0	\$2.00	\$128.00
SUBTOTAL					\$784.00
Jefferson Street (Between 8th Street & 11th Street)					
1	Inbound Striping	LF	492.5	\$2.00	\$985.00
2	Outbound Striping	LF	196.5	\$2.00	\$393.00
3	Driveway Striping	LF	320.0	\$2.00	\$640.00
SUBTOTAL					\$2,018.00
11th Street (Between Jefferson Street & Adams Street)					
1	Inbound Striping	LF	197.0	\$2.00	\$394.00
2	Outbound Striping	LF	131.0	\$2.00	\$262.00
3	Driveway Stripingop	LF	64.0	\$2.00	\$128.00
4	Fire Hydrant Striping	LF	82.0	\$2.00	\$164.00
SUBTOTAL					\$948.00

Energy Strong Roadway Striping Project
 Engineer's Construction Cost Estimate
 City of Hoboken, Hudson County, New Jersey
 Proposal No.: PR-16-7316/Our File No.: HO-523

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
	Monroe Street & 6th Street				
1	Traffic Stripes, Long-Life, Thermoplastic	SF	1,854.0	\$6.00	\$11,124.00
2	Traffic Markings, Thermoplastic	SF	487.0	\$6.25	\$3,043.75
3	Red or Yellow Curb Paint	LF	120.0	\$35.00	\$4,200.00
4	Regulatory Sign, R1-6A, "Stop For Pedestrians"	EA	2.0	\$250.00	\$500.00
5	Textured Surface	SF	1,484.0	\$8.50	\$12,614.00
6	Flexible Reflective Bollard	EA	17.0	\$350.00	\$5,950.00
	SUBTOTAL				\$37,431.75
	Traffic Markings (If and Where Directed)	SF	2,000.0	\$6.25	\$12,500.00
	SUBTOTAL				\$12,500.00
	TOTAL				\$131,573.75
	SAY				\$132,000.00

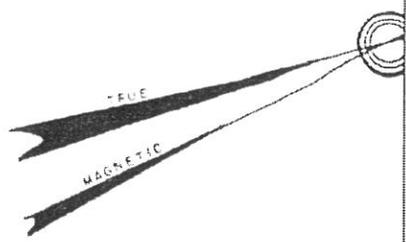


NO.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY



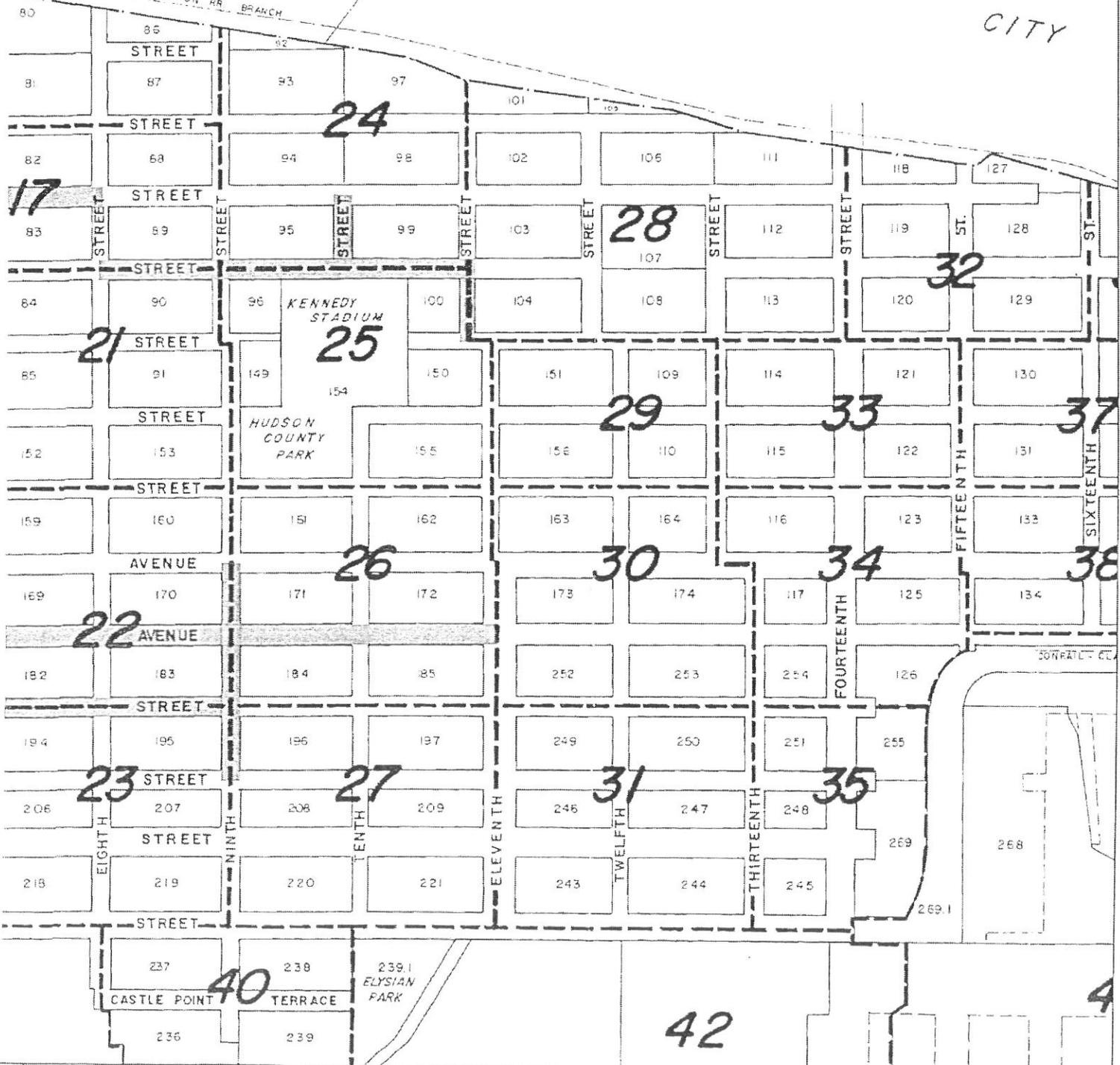
BOSWELL McCLAVE ENGINEERING

ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS
 330 PHILLIPS AVENUE, SOUTH HACKENSACK, N.J. 07606
 TEL: (201) 641-0770 • FAX: (201) 641-1831
 N.J. CERTIFICATE OF AUTHORIZATION NO. 246A27958000



UNION CITY

CONRAIL N.J. JUNCTION RR BRANCH



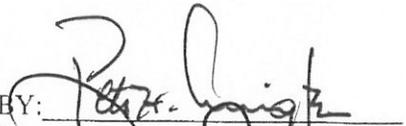
ENERGY STRONG ROADWAY STRIPING PROJECT
PRELIMINARY LOCATION MAP
CITY OF HOBOKEN

HUDSON COUNTY NEW JERSEY

SURVEYED BY: DRANK BY: WJ. DESIGNED BY: CHECKED BY: JF. SCALE: JOB NO. HO-523 DATE: 8/14/16

CADD FILE: HO-523-PS

sheet 1 of 1

INTRODUCED BY: 

SECONDED BY: 

T3

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AMENDING THE PROFESSIONAL SERVICE
CONTRACT TO T&M ASSOCIATES FOR FIRST STREET
STREETSCAPE AND CITY WAYFINDING CONTRACT
ADMINISTRATION IN AN AMOUNT NOT TO EXCEED
\$15,000.00, FOR A TOTAL CONTRACT AMOUNT OF
\$87,000.00 FOR A ONE YEAR TERM TO COMMENCE
FEBRUARY 18, 2016 AND EXPIRE FEBRUARY 17, 2017**

WHEREAS, the City of Hoboken published its annual CY2016 RFP for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that T&M Associates qualified as a pool engineer to provide the City with the most effective and efficient Civil Engineering services for the 2015 and 2016 calendar year, and, furthermore, awarded T&M Associates the professional service contract for construction administration of the City Wayfinding and First Street Streetscape project in 2015, which it now seeks to amend in 2016; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to amend the contract to T&M Associates for the City Wayfinding and First Street Streetscape Construction Administration for an increase in the total contract amount by Fifteen Thousand Dollars (\$15,000.00), for a total contract amount of \$87,000.00, with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the contract with the below listed vendor is amended for the City Wayfinding and First Street Streetscape Construction for an increase in the total contract amount by Fifteen Thousand Dollars (\$15,000.00), for a total contract amount of \$87,000.00, with a one (1) year term to commence on February 18, 2016 and expire February 17, 2017, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP, the original contract (with all backup), and T&M's June 20, 2016 proposal, attached hereto, shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services.

Meeting Date: July 6, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Quentin Wiest
Business Administrator

Brian J. Alio
Brian J. Alio, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AMENDING THE PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR FIRST STREET STREETScape AND CITY WAYFINDING CONTRACT ADMINISTRATION IN AN AMOUNT NOT TO EXCEED \$15,000.00, FOR A TOTAL CONTRACT AMOUNT OF \$87,000.00 FOR A ONE YEAR TERM TO COMMENCE FEBRUARY 18, 2016 AND EXPIRE FEBRUARY 17, 2017

AMOUNT TO BE CERTIFIED:

\$15,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-714-220

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$15,000.00 is available in the following line: C-04-60-714-220 of the CY2016 capital budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 capital budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: *George DeStefano* George DeStefano, CFO

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

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-220 2299 \$1.8M Road Improvement Soft Cost	Encumbrance	CFO Cert for meeting 07/06/16 T & M	15,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	c-04	0.00	0.00	0.00	0.00	0.00	15,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	15,000.00

	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	15,000.00
Total:	1	15,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	15,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 15,000.00 Ref Num: 4226



YOUR GOALS. OUR MISSION.

HOBK-00061

June 20, 2016

VIA REGULAR MAIL AND EMAIL: smarks@hobokennj.gov

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

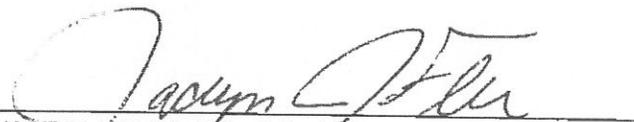
**Re: Request for Additional Fee
Construction Administration and Inspection Services
Citywide Wayfinding and First Street Streetscape Revitalization
City of Hoboken**

Dear Mr. Marks:

On November 16, 2015 the Council of the City of Hoboken awarded T&M a CA&I contract for the above referenced project for a total contract fee of \$72,000.00. The approved fee was based upon the construction bid documents that set forth a performance period of 120 calendar days from the Notice to Award for the completion of the work. Due to unknown underground conflicts, plan changes and additional work, the contractor could not complete the project within the specified timeframe allotted. As a result of the aforementioned items, the contractor will be granted an extension of time to complete the project. Additionally, T&M is respectfully requesting an additional fee in the amount of \$15,000 to continue part-time CA&I services due to the extended duration of the project.

Should you have any questions or desire additional information, please give me a call.

Very truly yours,
T&M ASSOCIATES



JACLYN J. FLOR, P.E., P.P., CME
CONSULTING ENGINEER

JJF:lt

H:\HOBK\00061\Correspondence\Marks T&M Additional Fee Request 6-20-16.doc

CITY OF HOBOKEN
 RESOLUTION NO. : _____

**RESOLUTION TO REFUND HANDICAPPED PARKING APPLICATION FEE TO APPLICANT
 ENEDINA ESPINAL IN THE AMOUNT OF \$125.00**

WHEREAS, The Subcommittee for Handicapped Parking denied approval of the application of the below listed individual.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Hoboken, that a warrant be drawn on the City Treasury to the order of the following name for the sum so stated, as reimbursement for the handicapped parking application fee the individual submitted:

NAME	ADDRESS	AMOUNT
Enedina Espinal	59- 13 th Street	\$125.00

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

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

Meeting date: July 6, 2016

APPROVED:

Quentin Wiest
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

Brian J. Accia
 BRIAN J. ACCIA, Esq.
 Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUL 06 2015

James J. Sarcina
 CITY CLERK

Sponsored By: *Peter H. King Jr*
Seconded By: *[Signature]*

CITY OF HOBOKEN
RESOLUTION #: _____

RESOLUTION AUTHORIZING THE SALE OF SURPLUS PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON
www.GOVDEALS.com, (AN ONLINE AUCTION WEBSITE)

Whereas, the City of Hoboken has determined that surplus items including but not limited to: City owned vehicles and other miscellaneous equipment; and

Whereas, the State of New Jersey permits the sale of surplus property no longer needed for public use through the use of an online auction service, pursuant to the Local Unit Electronic Technology Pilot Program and Study Act, P.L. 2001, c.30; and

Whereas, the City of Hoboken has the property listed in Schedule A, attached to this Resolution and desires to sell this property online through www.govdeals.com.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Administration to post an offer to sell each of the items listed on schedule A, via the auction website as follows:

Online Auction Site: www.govdeals.com
All bid start and stop times are TBD at the discretion of the Purchasing Agent, but must be completed (Bid Stop) within 90 days of certification of adoption of this resolution.

Auction Fees: 7.5% of the winning bid amount, paid through proceeds of the sale.
Shipping: All shipping arrangements and shipping costs are the responsibility of the buyer. Item pickup on location: Municipal Garage, Hoboken, New Jersey 07030.
Possession: Within ten (10) business days (excluding holidays) of winning bid and at pickup location.
Other Terms: All items are being sold "as is, where is; no warranties expressed or implied."
Payment by the bidder must be submitted to the City of Hoboken within five (5) business days (excluding holidays) of winning the bid. Pickup of items auctioned must be made within ten (10) business days (excluding holidays) of winning bid unless other arrangements have been made prior.
Minimum Bid: The minimum bid/reserve is listed in Schedule A for each of the items to be auctioned.

BE IT FURTHER RESOLVED, the Council authorizes the Administration to take action in accordance with this approval.

Meeting date: July 6, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Brian Aloia
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:

JUL 06 2015

James Serrino

CITY CLERK

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Michael Defusco	/			
Peter Cunningham	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

Schedule A¹

1. **Auction 1:** 1994 Ford Crownvic VIN#: 2FALP71W0RX198796
 Min Bid: (\$ 200.00)

 2. **Auction 2:** 2000 Ford Crownvic VIN#: 2FAFP71W4YX118900
 Min Bid: (\$200.00)

 3. **Auction 3:** 2007 Ford Pickup VIN#: 1FTWF31P57EB42511
 Min Bid: (\$ 100.00)

 4. **Auction 4:** 1997 Ford Taurus VIN#: 1FALP52U1VG183306
 Min Bid: (\$ 200.00)

 5. **Auction 5:** 2003 Harley Davison VIN#:1HD1FHW183Y722578
 Min Bid: (\$1500.00)

 6. **Auction 6:** 1991 Chevy Caprice VIN#: 1G1BN53E8MR124400
 Min Bid: (\$ 100.00)

 7. **Auction 7:** 2006 Dodge Durango VIN#:1D4HB48236F107143
 Min Bid: (\$ 1500.00)

 8. **Auction 8:** 1993 GMC Bus VIN#:2GDHG31K1P4512990
 Min Bid: (\$ 500.00)
-

Introduced by: _____
Seconded by: _____

LI

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

**RESOLUTION AMENDING THE PROFESSIONAL SERVICE
CONTRACT FOR SERVICES OF BENJAMIN CHOI, ESQ., OF THE
CHOI LAW GROUP, AS CHIEF MUNICIPAL PROSECUTOR AND
ABC BOARD ATTORNEY FOR A ONE (1) YEAR TERM TO
COMMENCE ON JANUARY 1, 2016 AND TERMINATE ON
DECEMBER 31, 2016 WITH AN INCREASE IN THE NOT TO EXCEED
AMOUNT BY \$13,000.00, FOR A NEW TOTAL NOT TO EXCEED
AMOUNT OF \$58,000.00**

WHEREAS, the City of Hoboken requires the services of a municipal prosecutor and ABC Board Attorney; and,

WHEREAS, the Mayor previously appointed and contracted with Benjamin Choi, Esq., of the Choi Law Group for Chief Municipal Prosecutor and ABC Attorney for the 2016 calendar year; and,

WHEREAS, Benjamin Choi, Esq., of the Choi Law Group responded to the City of Hoboken's Request for Qualifications for the position of Chief Municipal Prosecutor and ABC Attorney and this amendment shall be subject to the Request for Qualifications and his accompanying proposal to the extent same are not inconsistent with the terms in the within Resolution; and,

WHEREAS, Benjamin Choi, Esq., and The Choi Law Group's proposal was submitted and reviewed in compliance with Hoboken Ordinance #DR-154 (codified as §20A-1 et seq. of the Code of the City of Hoboken), which requires use of the fair and open process for Professional Service contracts; and,

WHEREAS, Benjamin Choi, Esq., and The Choi Law Group shall be required to comply with all local, state and federal laws regarding pay-to-play and public contracting, as well as any local, state or federal laws regarding contributions and reporting; and,

WHEREAS, the professional service contract amendment is authorized, the appointee shall be considered a per-diem non-employee, the appointee shall be entitled to \$325.00 per court session and/or ABC Board Meeting in lieu of any and all other fees and benefits; in addition, if any additional work is directed by the Corporation Counsel or other appropriate official of the City Administration, the individual will receive a maximum hourly rate of \$150.00/hour for attorney services as directed, with no additional fees or charges allowed; and, accordingly, the appointee is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like;

WHEREAS, the City Council hereby assents to the amendment of the contract with Benjamin Choi, Esq., of the Choi Law Group for the position of Chief Municipal Prosecutor and ABC Attorney for the 2016 calendar year with an increase in the appropriation in the amount not to exceed **Thirteen Thousand Dollars (\$13,000.00)**, for a new total contract amount of **Fifty Eight Thousand Dollars (\$58,000.00)**;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hoboken, County of Hudson, hereby assents to the amendment of the contract with Benjamin Choi, Esq., of the Choi Law Group for the position of Chief Municipal Prosecutor and ABC Attorney for the 2016 calendar year with an increase in the appropriation in the amount not to exceed **Thirteen Thousand Dollars (\$13,000.00)**, for a new total contract amount of **Fifty Eight Thousand Dollars (\$58,000.00)**; and,

BE IF FURTHER RESOLVED that a professional services contract be authorized with The Choi Law Group for the services of Benjamin Choi, Esq. as Chief Municipal Prosecutor from January 1, 2016 through December 31, 2016, which shall include the following terms:

1. The Chief Municipal Prosecutor/ABC Board Attorney shall appear at least thirty minutes prior to every Municipal Court session and/or ABC Board Meeting, as needed and as

- requested by the Corporation Counsel.
2. The Municipal Court Sessions are generally scheduled for every Tuesday at 9:00 a.m., and 6:00 p.m., every Wednesday at 9:00 a.m. and every Thursday at 9:00 a.m. unless the Court is closed. ABC Board Meetings are generally every second and fourth Thursday of the month, commencing at 6:00PM.
 3. The Chief Municipal Prosecutor/ ABC Board Attorney is also required to appear for a special session of municipal court on a Monday or Friday if either one of the two Municipal Court Judges calls a special session and the Corporation Counsel requests the prosecutor's presence.
 1. The Chief Municipal Prosecutor/ABC Board Attorney shall contact the Corporation Counsel to arrange for any necessary additional alternate municipal court prosecutor(s) and/or ABC Board attorney(s), for services in the event of a conflict prohibiting prosecution or the sickness, vacation or other absence of the City's regularly scheduled prosecutor.

BE IT FURTHER RESOLVED Benjamin Choi, Esq. shall be considered a per-diem non-employee, shall be entitled to \$325.00 per court session/ABC meeting in lieu of any and all other fees and benefits; in addition, if any additional work is directed by the Corporation Counsel or other appropriate official of the City Administration, the individual will receive a maximum hourly rate of \$150.00/hour for attorney services as directed, with no additional fees or charges allowed; and, accordingly, is not an employee of the City of Hoboken and therefore is not entitled to any vacation, sick or personal days, longevity, pension credits, or the like; and,

BE IT FURTHER RESOLVED that this appointment and accompanying contract be for a one (1) year term to commence on January 1, 2016 and expire on December 31, 2016; and,

BE IT FURTHER RESOLVED Benjamin Choi, Esq. and The Choi Law Group shall be required to comply with all local, state and federal laws regarding pay-to-play and public contracting, as well as any local, state or federal laws regarding contributions and reporting; and,

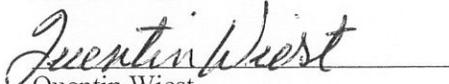
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

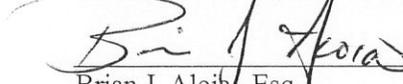
BE IT RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: July 6, 2016

APPROVED:

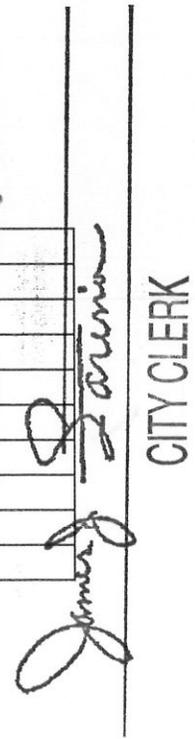

 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:


 Brian J. Aloia, Esq.
 Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: JUL 06 2015


 Dawn Zimmer
 CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AMENDING THE PROFESSIONAL SERVICE CONTRACT FOR SERVICES OF BENJAMIN CHOI, ESQ., OF THE CHOI LAW GROUP, AS CHIEF MUNICIPAL PROSECUTOR AND ABC BOARD ATTORNEY FOR A ONE (1) YEAR TERM TO COMMENCE ON JANUARY 1, 2016 AND TERMINATE ON DECEMBER 31, 2016 WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT OF BY \$13,000.00, FOR A NEW TOTAL NOT TO EXCEED AMOUNT OF \$58,000.00

AMOUNT TO BE CERTIFIED:

\$13,000.00

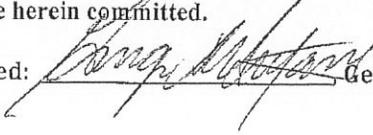
ACCOUNT NUMBER TO CERTIFY FROM:

6-01-20-156-020

CERTIFICATION:

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$13,000.00 will be available in the following appropriation 6-01-20-156-020 in the CY2016 budget; and I further certify that this commitment together with all previously made commitments and payments will not exceed the funds available in said appropriation for the CY2016 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

July 5, 2016
09:50 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 07/05/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO Cert for meeting 07/06/16 Ben Choi	13,000.00	3

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	13,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	13,000.00

	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	13,000.00
Total:	1	13,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	13,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 13,000.00 Ref Num: 4224

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____
RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS**

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

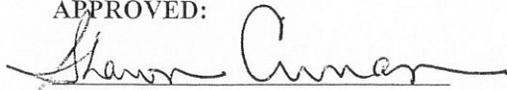
WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made;

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling \$1,814.99

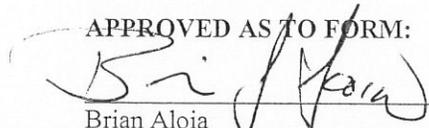
<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Michael Chen 1325 Adams Street #303 Hoboken, NJ 07030	114/1/C0303	1300 Grand St	4/14	\$1,814.99 abatement

Meeting date: July 6, 2016

APPROVED:


Sharon Curran
Tax Collector

APPROVED AS TO FORM:


Brian Aloia
Corporation Counsel

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

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

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular and Special meeting of the City Council of **May 18, 2016** have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:

[Signature]
City Clerk

Approved as to form:

[Signature]
Corporation/Counsel

Meeting Date: July 6, 2016

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

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 06 2015

[Signature]
CITY CLERK

CL1

Sponsored by: 

Seconded by: 

City of Hoboken

Resolution No. _____

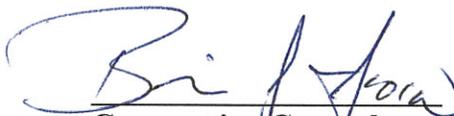
BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular and Special meeting of the City Council of **May 18, 2016** have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:



City Clerk

Approved as to form:



Corporation Counsel

Meeting Date: July 6, 2016

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