Introduced By: _____

Second By:_____ _____

MEETING OF THE CITY COUNCIL

OF HOBOKEN, NEW JERSEY

MISCELLANNEOUS LICENSING

October 5, 2016

MOBILE VENDOR **1 ITEM**

Lots of Clean $175.00
711 Rt. 17N
Carlstadt, NJ 07072

PARKING FACILITY **0 ITEM**

RAFFLE **1 ITEM**

The Friends of Hoboken Charter $20.00
713 Washington Street
Hoboken, NJ 07030

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

08-Sep-16 **TO** **21-Sep-16** **Paydate** **9/28/2016**

DEPARTMENT		ACCOUNT NUMBER	REGULAR PAY (11)	O/T PAY (14)	OTHER PAY (11)	TOTAL PAY
PERSONNEL		6-01-20-105	10,347.94	254.79	0.00	10,602.73
MAYOR'S OFFICE		6-01-20-110	10,805.78	0.00	0.00	10,805.78
CITY COUNCIL		6-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR		6-01-20-112	20,042.36	387.86	0.00	20,430.22
ABC BOARD		6-01-20-113	0.00	0.00	156.92	156.92
PURCHASING		6-01-20-114	7,650.09	0.00	0.00	7,650.09
GRANTS MANAGEMENT		6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE		6-01-20-120	18,882.67	882.72	0.00	19,765.39
ELECTIONS		6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE		6-01-20-130	22,710.07	417.17	0.00	23,127.24
ACCOUNTS/CONTROL		6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION		6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION		6-01-20-145	9,532.05	0.00	0.00	9,532.05
ASSESSOR'S OFFICE		6-01-20-150	13,728.80	0.00	0.00	13,728.80
CORPORATE COUNSEL		6-01-20-155	9,546.70	0.00	0.00	9,546.70
COMMUNITY DEVELOPMENT		6-01-20-160	14,054.60	0.00	0.00	14,054.60
PLANNING BOARD		6-01-21-180	2,216.19	379.80	0.00	2,595.99
ZONING OFFICER		6-01-21-186	6,535.76	259.02	0.00	6,794.78
HOUSING INSPECTION		6-01-21-187	7,151.20	0.00	0.00	7,151.20
CONSTRUCTION CODE		6-01-22-195	23,012.76	943.74	0.00	23,956.50
POLICE DIVISION		6-01-25-241-011	498,219.34	35,237.29	0.00	533,456.63
Worker's Comp			0.00	0.00	8,063.78	8,063.78
Retro			0.00	0.00	344.75	344.75
POLICE CIVILIAN		6-01-25-241-016	36428.61	478.68	0.00	36,907.29
POLICE DIVISION CLAS	CLASS II	6-01-25-241-015	12,020.00	0.00	0.00	12,020.00
Court Time			0.00	0.00	300.00	300.00
CROSSING GUARDS		6-01-25-241-012	11,800.56	0.00	0.00	11,800.56
TRAFFIC CONTROLLERS		6-01-25-241-012	5,428.02	0.00	0.00	5,428.02
Worker's Comp			0.00	0.00	464.10	464.10

EMERGENCY MANAGEMENT	**6-01-25-252**	20,618.53	1,065.33	0.00	21,683.86
Stipend		0.00	0.00	2,076.88	2,076.88

DEPARTMENT	**ACCOUNT NUMBER**	**REGULAR PAY (01)**	**O/T PAY (02)**	**OTHER PAY (01)**	**TOTAL PAY**
FIRE DIVISION	**6-01-25-266**	480,795.64	2,196.10	0.00	482,991.74
FIRE CIVILIAN	**6-01-25-266-016**	22,284.99	628.74	0.00	22,913.73
STREETS AND ROADS	**6-01-26-291-011**	16,420.23	4,229.88	0.00	20,650.11
Snow Removal	**6-01-26-291-015**	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	**6-01-26-290**	2,482.51	0.00	0.00	2,482.51
Worker's Comp		0.00	0.00	1,585.08	1,585.08
RECREATION SEASONAL EMP	**6-0128370016**	728.00	0.00	0.00	728.00
CENTRAL GARAGE	**6-01-26-301**	14,365.54	1,399.74	0.00	15,765.28
SANITATION	**6-01-26-305**	23,527.93	171.18	0.00	23,699.11
HUMAN SRVCS DIR OFFICE	**6-01-27-330**	8,162.38	0.00	0.00	8,162.38
BOARD OF HEALTH	**6-01-27-332**	22,104.44	736.38	0.00	22,840.82
CONSTITUENT SRCS	**6-01-27-333**	0.00	0.00	0.00	0.00
SENIOR CITIZENS	**6-01-27-336**	15,489.00	1,094.61	0.00	16,583.61
RENT STABILIZATION	**6-01-27-347**	8,964.49	1,516.41	0.00	10,480.90
TRANSPORTATION	**6-01-27-348**	0.00	0.00	0.00	0.00
RECREATION	**6-01-28-370**	11,021.05	0.00	0.00	11,021.05
PARKS	**6-01-28-375**	11,481.48	1,899.69	0.00	13,381.17
PUBLIC PROPERTY	**6-01-28-377**	26,014.67	3,335.90	0.00	29,350.57
O & M TRUST	**T-24-20-700-020**	5,657.42	230.15	0.00	5,887.57
MUNICIPAL COURT	**6-01-43-490**	36,422.65	0.00	0.00	36,422.65
PARKING UTILITY	**6-31-55-501-101**	145,218.43	15,216.30	0.00	160,434.73
Worker's Comp		0.00	0.00	2,678.24	2,678.24
Stipend		0.00	0.00	200.00	200.00
Vacation		0.00	0.00	934.56	934.56
Reimburse Road Inspection OT	**6-31-55-501-104**	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	**T-0340000-037**	0.00	3,909.03	0.00	3,909.03
TRUST - RECREATION ADULT PROG	**T-03-40-000-108**	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	**T-13-10-000-000**	0.00	263.25	0.00	263.25
HOBOKEN ATHL LEAGUE	**G-02-41-200-PAL**	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

DEPARTMENT	ACCOUNT NUMBER	REGULAR PAY (01)	O/T PAY (02)	OTHER PAY (01)	PAY
OTHER:					
TRUST FUND-Recreation	**T-03-04-000-107**	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	**T-03-40-000-004**	2,040.00	11,244.33	0.00	13,284.33
IT DEPT	**6-01-20-147-011**	1,050.00	0.00	0.00	1,050.00
CULTURAL AFFAIRS	**6-01-271-760-11**	3,885.81	0.00	0.00	3,885.81
Summer Lunch Program	**G-02-41-300-SF3**	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	**T-03-40-000-006**	0.00	0.00	90,859.50	90,859.50
Drive Sober or Get Pulled Over Program	**G-02-25-11-6010**	0.00	0.00	0.00	0.00
No Allocation		1,346.15	0.00	0.00	1,346.15
Police - Suez	**6-01-25-241-017**	0.00	0.00	0.00	0.00
Fire-Suez	**6-01-25-256-017**	0.00	0.00	0.00	0.00
Special DWI Grant	**G-02-25-114-013**	0.00	300.00	0.00	300.00
Salary Settlement		0.00	0.00	0.00	0.00
Sick Incentive	**6-01-25-241-019**	0.00	0.00	0.00	0.00
Terminal Leave	**6-01-36-479-000**	0.00	0.00	0.00	0.00
HLTH INS EMP WAIV COMP	**6-01-30-400-WVR**	0.00	0.00	0.00	0.00
D.D.E.F Grant	**G-02-41-200-DD9**	0.00	0.00	0.00	0.00
Taxi Inspections	**6-31-55-501-103**	0.00	0.00	0.00	0.00
GRAND TOTAL		1,628,640.29	88,678.09	107,663.81	1,824,982.19

1,824,982.19

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION CONSENTING TO THE MAYORAL APPOINTMENT OF STEPHEN D. MARKS AS THE BUSINESS ADMINISTRATOR AND DIRECTOR OF THE DEPARTMENT OF ADMINISTRATION FOR THE CITY OF HOBOKEN

WHEREAS, Section 4-5 of the Code of the City of Hoboken establishes the position of Business Administrator within the Department of Administration; and,

WHEREAS, pursuant to the Code of the City of Hoboken §4-5, the Business Administrator for the City is appointed by the Mayor with the advice and consent of the Council; and,

WHEREAS, Quentin Wiest, II has admirably served as the Business Administrator for the City of Hoboken since his appointment on May 2, 2012; and,

WHEREAS, Quentin Wiest, II has resigned from the position of Business Administrator effective October 13, 2016; and,

WHEREAS, the Mayor has appointed Stephen D. Marks as the Business Administrator for the City of Hoboken effective October 14, 2016 to replace Quentin Wiest, and the Council hereby seeks to consent to the Mayor's appointment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that Council hereby consents to the appointment of Stephen D. Marks as Business Administrator for the City of Hoboken; and,

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

Meeting date: October 5, 2016

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

APPROVED:

_____

QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

_____

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION REINSTATING AND AWARDING AN AMENDED PROFESSIONAL SERVICE CONTRACT TO LOUIS BERGER GROUP, INC. (DOMESTIC) FOR PROFESSIONAL WATER UTILITY CONSULTANT SERVICES TO THE CITY OF HOBOKEN TO INCREASE THE AMOUNT BY $45,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $70,000.00 FOR A TERM TO EXPIRE OCTOBER 5, 2017

WHEREAS, the City of Hoboken has a need to obtain professional water utility consultant services to prepare an engineering study; and,

WHEREAS, service to the City as a professional water utility consultant is a service as defined by N.J.S.A. 40A:11-1 et seq. and therefore the City issued a RFP for said services as a competitive contract pursuant to a fair and open process, and thereafter authorized a pool of service providers which included Louis Berger Group, Inc. (Domestic) (hereinafter referred to as "Louis Berger"); and,

WHEREAS, a contract in the amount of $25,000.00 was then awarded to Louis Berger by way of Resolution No. 41 dated December 16, 2014, which is attached hereto; and,

WHEREAS, due to the volume of work and the nature of said services, Louis Berger did not utilize the full amount of the contract award, and $16,972.48 remains on the contract; and,

WHEREAS, the City has a continuing need for such water utility consultant services, specifically to prepare an engineering report to provide estimates and cost projections for infrastructure projects, and believes that Louis Berger is the most appropriate vendor to provide this service, due to the fact that they have worked as the water utility consultant previously pursuant to a contract awarded following a fair and open process; and,

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

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

WHEREAS, the Administration recommends that the requirements set forth in Hoboken City Code §20A-4 be waived to reinstate the contract with Louis Berger for a term of one (1) year (expiring October 5, 2017) and to also amend the contract to increase the amount by

$45,000.00, for a total not to exceed amount of $70,000.00; and,

WHEREAS, Louis Berger has submitted up-to-date Pay to Play compliance documents, which are attached hereto.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken authorizes the Mayor to enter into an amended contract with Louis Berger, as described herein, for a term to expire October 5, 2017, for a new total not to exceed amount of $70,000.00; and,

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

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

BE IT FURTHER RESOLVED, that 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, subject to the following conditions:

1. 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.
2. 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.
3. The Mayor, or her designee is hereby authorized to execute an agreement with:

Louis Berger Group, Inc. (Domestic)
3030 North Rocky Point Drive West, Suite 270
Tampa, Florida 33607

Meeting date: October 5, 2016

Councilperson	**Yea**	**Nay**	**Abstain/Present**	**Absent**
Ravinder Bhalla				
Peter Cunningham				
Michael DeFusco				
James Doyle				
Tiffanie Fisher				
David Mello				

Ruben Ramos, Jr.				
Michael Russo				
President Jennifer Giattino				

APPROVED: **APPROVED AS TO FORM:**

_____ _____

QUENTIN WIEST **BRIAN ALOIA, ESQ.**
BUSINESS ADMINISTRATOR **CORPORATION COUNSEL**

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION REINSTATING AND AWARDING AN AMENDED PROFESSIONAL SERVICE CONTRACT TO LOUIS BERGER GROUP, INC. (DOMESTIC) FOR PROFESSIONAL WATER UTILITY CONSULTANT SERVICES TO THE CITY OF HOBOKEN TO INCREASE THE AMOUNT BY $45,000.00 FOR A TOTAL NOT TO EXCEED AMOUNT OF $70,000.00 FOR A TERM TO EXPIRE OCTOBER 5, 2017

AMOUNT TO BE CERTIFIED:

$45,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $45,000.00 is available in the following appropriation: _____; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION APPOINTING A FUND COMMISSIONER AND ALTERNATE FUND COMMISSIONER FOR THE GARDEN STATE MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the City of Hoboken is a member of the Garden State Municipal Joint Insurance Fund ("JIF"); and,

WHEREAS, the JIF requires the City of Hoboken to have representation on the Board of Commissioners for the 2016 Fund Year, and vacancies have arisen in the City's representation.

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

1. Stephen Marks is hereby appointed as Fund Commissioner representing the City of Hoboken on the Garden State Municipal Joint Insurance Fund Board of Commissioners; and,

2. Patrick Wherry is hereby appointed as Alternate Fund Commissioner representing the City of Hoboken on the Garden State Municipal Joint Insurance Fund Board of Commissioners.

Meeting date: October 5, 2016

APPROVED:

_____
QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

_____
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION EXERCISING THE OPTION TO EXTEND THE CITY OF HOBOKEN'S CONTRACT WITH PRIMEPOINT LLC FOR PAYROLL MANAGEMENT SERVICES FOR AN ADDITIONAL THREE YEARS IN THE NOT TO EXCEED AMOUNT OF $255,279.00

WHEREAS, pursuant to Resolution No. 17 dated August 6, 2014, the City awarded a contract for payroll management services to Primepoint LLC for a two (2) year term, with one (1) option to extend for an additional three (3) years at the same rate as year two, $85,093.00 per year; and,

WHEREAS, the City wishes to exercise the option to extend the contract with Primepoint LLC for an additional three (3) years, for a not to exceed amount of $255,279.00, or $85,093.00 per year, for a term to begin August 6, 2016 and expire August 6, 2019.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the contract with Primepoint LLC awarded on August 6, 2014 shall be extended an additional three (3) years, for a total not to exceed amount of Two Hundred Fifty Five Thousand Two Hundred Seventy Nine Dollars ($255,279.00), or Eighty Five Thousand Ninety Three Dollars ($85,093.00) per year pursuant to the following terms:

1. The above recitals are incorporated herein as though fully set forth at length.
2. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken.
3. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
4. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order with:

   Primepoint LLC
   2 Springside Road
   Mount Holly, New Jersey 08060

Meeting date: October 5, 2016

APPROVED:	**APPROVED AS TO FORM:**
_____	_____
QUENTIN WIEST	**BRIAN ALOIA, ESQ.**
BUSINESS ADMINISTRATOR	**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 EXERCISING THE OPTION TO EXTEND THE CITY OF HOBOKEN'S CONTRACT WITH PRIMEPOINT LLC FOR PAYROLL MANAGEMENT SERVICES FOR AN ADDITIONAL THREE YEARS IN THE NOT TO EXCEED AMOUNT OF $255,279.00

AMOUNT TO BE CERTIFIED:

$255,279.00

For the First Year: $85,093.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,000.00 is available in the following appropriation: _____; and I further certify that, upon adoption of the budgets for the remaining years, I will immediately review said budget to determine whether the additional balance is available and appropriated, as adopted; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A SERVICE CONTRACT TO PRIME POINT FOR PAYROLL MANAGEMENT SERVICES FOR A TWO YEAR TERM TO COMMENCE UPON COMMENCEMENT OF SERVICE

WHEREAS, the City of Hoboken published RFP's for payroll management services in accordance with the competitive contracting laws; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration has now determined that Prime Point can provide the City with the most effective and efficient payroll management services, in accordance with their proposal; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to Prime Point for Payroll Management services, in accordance with their proposal and the City's RFP, at a cost of One Hundred Three Thousand Eight Hundred Thirty Eight Dollars ($103,838.00) for the first year of service and Eighty Five Thousand Ninety Three Dollars ($85,093.00) for the second year of service, for a total not to exceed of One Hundred Eighty Eight Thousand Nine Hundred Thirty One Dollars ($188,931.00), with a two year term, with one option to extend for an additional three years at the same rate as year two, with a non-appropriation clause in favor of the City, to commence immediately, or as soon thereafter as the parties can commence the services under the agreement, with a proposed payment structure as follows:

One -time fees-conversion/training	$ 8,575.00
Payroll Yearly Processing Fees	$ 40,118.00
Annualized Fees (HR&T&A)	$ 41,700.00
Y/E fees	$ 3,275.00
Equipment costs (6 timeclocks)	$ 10,170.00
(PP) HP 1000E (100 max $1695 each)	
First year cost	$ 103,838.00
Second year cost	$ 85,093.00
Total 2 year cost to implement	$ 188,931.00

WHEREAS, certification of funds for this are available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $20,000.00 is available in the following appropriation account: 4-01-20-130-020 in the CY2014 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget; and I further certify that I will review the availability of funds for the remaining $83,838.00 of year one's costs upon adoption of the CY2015 temporary appropriations, and $85,093.00 of the second year costs upon adoption of CY2015 budget and, to the extent necessary the CY2016 temporary appropriations; and, I further certify that I will prepare a certificate of available funds for the remaining balances on an annual basis and file same with the original resolution, or advise the Business Administrator in writing if the City Council fails

to appropriate the necessary funds in the CY2015 temporary appropriations and/or the CY2015 budget and/or the CY2016 temporary appropriations, and any future budget as extensions of the agreement deem necessary and just.

Signed: George DeStefano, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded to Prime Point for Payroll Management services, in accordance with their proposal and the City's RFP, at a cost of One Hundred Three Thousand Eight Hundred Thirty Eight Dollars ($103,838.00) for the first year of service and Eighty Five Thousand Ninety Three Dollars ($85,093.00) for the second year of service, for a total not to exceed of One Hundred Eighty Eight Thousand Nine Hundred Thirty One Dollars ($188,931.00), with a two year term, with one option to extend for an additional three years at the same rate as year two, with a non-appropriation clause in favor of the City, to commence immediately, or as soon thereafter as the parties can commence the services under the agreement, with a proposed payment structure as described above, 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 Prime Point's proposal and the City's RFP 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, and the contract and any amendment thereto shall be subject to a non-appropriation clause in favor of the City.
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:

Prime Point LLC
2 Springside Road
Westampton, NJ 08060

Meeting date: August 6, 2014

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yes	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Peter Cunningham				
Tiffany Dawkins				
Elizabeth Mason				
David Mello				
Tim Occhiogrosso				
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 AUG 6 2014

CITY CLERK

V. Service Fee Detail

Al Dineros
The City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Dear Al:

Please analyze the details of our service fees. We believe that you'll find our fees to very competitive, making our industry experience, advanced technology, and high level of customer service even more attractive.

	A. Bi-weekly Payroll Processing Fees	Quantity	Rate Each	Total Fee
1	Payroll Processing Base Fee	1	$25.00	$25.00
2	Pays Processed	900	$1.25	$1,125.00
3	Direct Deposit Base	1	$5.00	$5.00
3	Direct Deposit	400	$0.30	$120.00
4	Online Access to Pay Stubs/Vouchers	900	N/C	N/C
5	Unscheduled Payroll Update		N/C	N/C
6	Adding Employees into System		N/C	N/C
7	Terminating Employees in System		N/C	N/C
8	Check Signing		N/C	N/C
9	Check Stuffing & Sealing Base	1	$5.00	$5.00
9	Check Stuffing & Sealing	900	$0.15	$135.00
10	Municipal Report Package		Incl.	Incl.
11	Next Day Delivery	1	$18.00	$18.00
12	Reports Are Accessible in Cloud System	500	N/A	N/A
13	Garnishment Checks (50 is an estimate)	50	$1.50	$75.00
14	New Hire Reporting (5 is an estimate)	5	$2.00	$10.00
15	Full Tax Service to File & Remit Payroll Taxes to the IRS and NJ	1	$15.00	$15.00
16	Group Term Life Calculation	1	$10.00	$10.00
	Estimated Total Fees For Each Payroll Processed:			**$1,543.00**
	Estimated Annualized Fees:			**$40,118.00**

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2	eHR System - Payroll Management	1	$100.00	$100.00
3	PERS/PFRS Reports	1	$25.00	$25.00
4	Next Day Delivery (documents available online)		N/A	N/A
5	Online Access to Reports		Incl.	Incl.
6	Time & Labor Management System Subscription	900	$3.00	$2,700.00
7	Additional eHR System Functions - Role Based Security	1	$100.00	$100.00
	- Employee Event Management	1	$100.00	$100.00
	- Report Builder	1	$100.00	$100.00
	- Employee HR Profile	1	$100.00	$100.00
	- Position Management	1	$250.00	$250.00
	- Document Management	1	Incl.	$0.00
	Estimated Total Fees For Each Payroll Processed:			**$3,475.00**
	Estimated Annualized Fees:			**$41,700.00**

C. Quarterly Payroll Processing Fees

		Quantity	Rate Each	Total Fee
1	IRS 941 Preparation & Filing (see Full Tax Service in Biweekly section)		Incl.	Incl.
2	NJ 927 Preparation & Filing (see Full Tax Service in Biweekly section)		Incl.	Incl.
3	NJ WR-30 Preparation & Filing (see Full Tax Service in Biweekly section)		Incl.	Incl.
4	Employee Summary		Incl.	Incl.
5	Employee Earnings & Deductions by Dept. / Employee		Incl.	Incl.
6	Next Day Delivery (documents available online)		N/A	N/A
7	PERS/PFRS Reports (see item 3 in Monthly Services section)		Incl.	Incl.
8	Online Access to Quarterly Reports and Tax Returns		Incl.	Incl.
	Estimated Total Fees For Each Payroll Processed:			**$0.00**
	Estimated Annualized Fees:			**$0.00**

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D. Year-end Service Fees

		EEs	Base Fee	Per W-2	Totals
1&2	Year-end tax reporting, printing & stuffing W-2s	900	$40.00	$3.50	$3,190.00
3	Filing of Year-end W-3				Incl.
4	Employee Summary				Incl.
5	Delivery of year end package via FedEx (estimate)		$85.00		$85.00
6	Online Access to W-2s and Year-end Tax Returns				Incl.
7	Payroll System Usage (see eHR System in Monthly)				Incl.
8	HR System Usage (see eHR System in Monthly)				Incl.
9	Time & Labor System Usage (see Monthly)				Incl.
10	Benefit & Leave Accrual Reporting (part of T&LM)				Incl.
				Estimated Total Year End Fees:	**$3,275.00**

E. Service & System Implementation:

		One-Time Fees
1	Service Implementation, eHR Configuration, T&LM Configuration, Set-up & *Standard Training:	$8,575.00
2	Signiture Scan	Incl.
3	Next day Delivery	N/A
	Estimated Total Implementation Fees:	**$8,575.00**

F. System Training:

		One-Time Fees
1	*Standard Training (see Section E and defination of Standard Training below)	Incl.
2	Training Manuals	N/A
	Estimated Total System Training Fees:	**See E Above**

***Standard Training is defined as "training to competency" with a maximum of 26 hours of combined on-site & GoToMeeting training. Beyond this initial implementation training, additional training is available upon request. On-site training is billed at $125 per hour, and via GoToMeeting or training at Primepoint's office is billed at $75 per hour.**

ESTIMATED GRAND TOTAL

1st Year Total Service Fees (including Implementation, excluding clock hardware):	**$93,668.00**
2nd Year Total Service Fees (excluding implementation & clocks):	**$85,093.00**

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G. Equipment/Supplies/Miscellaneous

		Quantity	Rate Each	Total Fee
1	HP 1000E Biometric Hand Readers (max. 100 employees per clock)	1	$1,695.00	$1,695.00
1	HP 2000E Biometric Hand Readers (max. ~~200~~ 500 employees per clock)	1	$2,295.00	$2,295.00
2	Binders		Incl.	Incl.
3	Training (Included in section E)		Incl.	Incl.
4	Follow-up or Additional Training - Onsite	1	$125.00	$125.00
4	Follow-up or Additional Training - via GoToMeeting or at PP Office	1	$75.00	$75.00
5	Next Day Delivery		N/A	N/A
6	Annual HP Clock Maintenance	1	$275.00	$275.00
7	Back-up Clock Batteries	1	$99.00	$99.00
8	PC Time Entry & Smart Phone Time Entry		Incl.	Incl.

Miscellaneous Services

	Fees
Pay voids	$1.25
Reverse Wire Fees	$30.00
Employee direct deposit reversals ($1.25 for check, $.30 for dd) (additional $75 only if money available)	$1.55
Previous quarter adjustments	$20.00
Amended tax returns	$20.00
Electronic submission of pay data to bank for reconciliation (Depends on the bank)	TBD
Additional custom report design costs	$85.00/hour
EmployeeXperience® Self-service Web Portal	Included
Standard Reporting - 150 Archived & Interactive Reports	Included

Accepted By: Quentin West — Business Administrator — 8/22/14
Print Name — Title — Date

Signature: Quentin West

Proposal is valid for 90 days. Service fees are guaranteed for 2 years from the date the proposal is signed. By signing this proposal, customer:

- authorizes Primepoint to begin implementation and agrees to pay Primepoint the stated fees as described on pages 24 – 27 of this proposal.
- agrees to pay 1/2 of implementation fees with the balance due at implementation completion.

Client may ask for services not reflected in this proposal, Primepoint retains the right to charge for such services.

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INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE HUDSON COUNTY OPEN SPACE, RECREATION, AND HISTORIC PRESERVATION TRUST FUND FOR THE HOBOKEN SOUTHWEST PARK EXPANSION PROJECT AND ACCEPTANCE OF FUNDS IF APPROVED

WHEREAS, the County of Hudson has announced that it is accepting applications for the Open Space, Recreation, and Historic Preservation Trust Fund; and,

WHEREAS, the purpose of the program is to acquire land for conservation, open space purposes, recreational facility enhancements, farmland, and historic preservation; and,

WHEREAS, the Hudson County Open Space, Recreation and Historic Preservation Trust Fund has been a significant resource for municipalities and non-profit organizations in funding local projects; and,

WHEREAS, the City of Hoboken wishes to submit a grant application for $1,000,000.00 for the expansion of Southwest Park project which will consist of adding 39,000 square feet of vacant land located in Block 10 (lots 1-7 and 30-36), as more fully described in the attached grant application.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the grant application for the above stated project; and,

BE IT FURTHER RESOLVED that the Mayor and Business Administrator are hereby authorized to submit said grant application to the County of Hudson on behalf of the City of Hoboken; and,

BE IT FURTHER RESOLVED that the Mayor and Business Administrator are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Meeting date: October 5, 2016

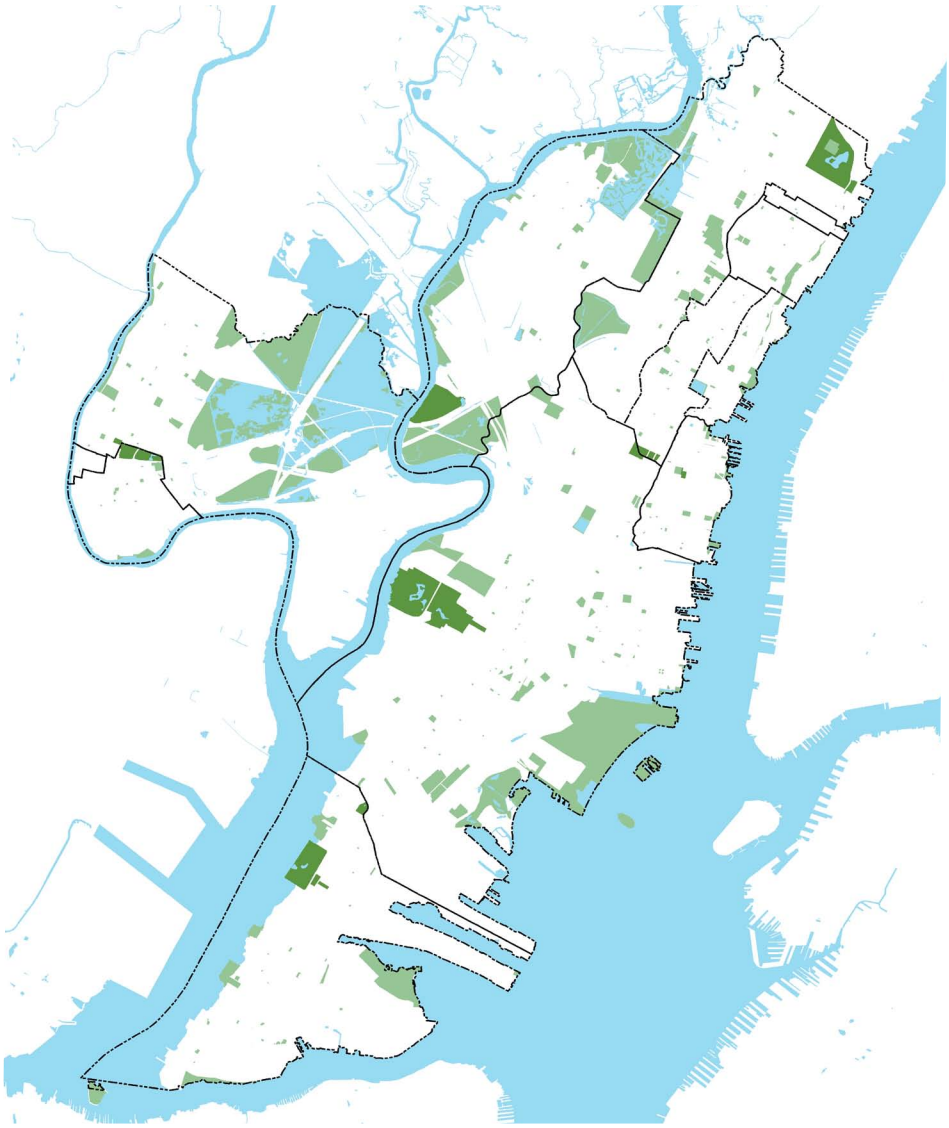
APPROVED:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

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



2013 Hudson County Open Space Funding Guidelines

Resolution No. 311-6-2012

HUDSON COUNTY

Hon. Thomas A. DeGise, County Executive

William Gaughan, Chief of Staff

Abraham Antun, County Administrator

Laurie Cotter, Deputy County Administrator

Michelle E. Richardson Director of Parks and Community Services

Massiel M. Ferrara, PP,AICP, Division Chief of Planning

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

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District 5

Hon. Jose Munoz Vice-Chairperson
District 7

Hon. Thomas Liggio, Chairperson Pro Tempore
District 8

Hon. Doreen DiDomenico
District 1

Hon. William O'Dea
District 2

Hon. Jeffery Dublin
District 3

Hon. Junior Maldonado
District 4

Hon. Tilo Rivas
District 6

Hon. Albert Cifelli,
District 9

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Henry Sanchez, Vice Chair, Historic Preservation Board Member

Massiel M. Ferrara, Secretary, Hudson County Division of Planning, Board Member

William LaRosa, Hudson County Office of Cultural and Heritage Affairs, Board Member

Joseph Cecchini, Hudson County Division of Parks, Board Member

Kernal A. Thomas, Environmental Board Member

Carter Craft, Conservation Board Member

John Cellini, Parks & Recreation Board Member

John Baier, Hudson County Executive's Liaison, Ex-Officio Member

Hon. Jeffrey Dublin, Hudson County Board of Chosen Freeholders' Liaison, Ex-Officio Member

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I. INTRODUCTION

New Jersey P.L. 1997, c. 24, permits New Jersey county governments to establish a dedicated trust fund to acquire land for conservation, open space purposes, recreational facility enhancements, and farmland and historic preservation. Under State Law, New Jersey counties are required to obtain voter approval for the creation and funding of such a trust fund.

On June 26, 2003, the Hudson County Executive requested, and the Hudson County Board of Chosen Freeholders approved, a resolution authorizing the placement of a public question (referendum) on the general election ballot for the establishment of a County Open Space, Recreation, & Historic Preservation Trust Fund. This was sanctioned under the enabling legislation of the NJ Open Space Act (NJSA 40:12), which allows a municipal tax levy for the purposes of acquisition and development of open space, historic preservation, and park improvements. On November 4, 2003, the ballot question was approved by a two-to-one majority of County voter participants.

The Board of Chosen Freeholders, by resolution dated December 23, 2003, voted to establish a trust fund entitled "The Hudson County Open Space, Recreation & Historic Preservation Trust Fund" (hereinafter "Trust Fund").

The Trust Fund is funded through a property tax assessment to be approved annually by the Board of Chosen Freeholders, at a rate not to exceed one cent ($0.01) per $100.00 of the Total County equalized real property valuation.

II. GENERAL PROVISIONS

A. Statement of Purpose

This document is created for the following purposes:

1. To establish the process, policy and procedures by which the County of Hudson will provide funding from the Trust Fund to eligible open space, recreation, cultural, tourism and historic preservation projects countywide.

2. To establish procedures by which the County of Hudson will ensure that lands acquired in conjunction with funding from the Trust Fund will remain in use for conservation, recreation, or historic preservation purposes in perpetuity.

B. Scope

This document constitutes the rules governing the review and award of grants. It establishes project eligibility requirements, applicant eligibility, application requirements, application review criteria, application review governance, roles and responsibilities, funding award categories and criteria, grant terms, and program administrative requirements.

C. Document Review

This document may be amended from time to time by the County of Hudson, with recommendations from the Open Space Trust Fund Advisory Board and the public at large. Amendments to the document will become effective upon recommendation of the Hudson County Executive and the approval of the Board of Chosen Freeholders.

D. Severability

If any court of competent jurisdiction declares any provision of this document ineffective or invalid, that provision shall be severed and all remaining provisions shall continue in full force and effect.

E. Information

Unless otherwise specified, any questions and all submissions required under this document should be directed to the Department of Parks and Community Services, Division of Planning, Meadowview Campus, Building One, Floor Two, 595 County Avenue, Secaucus, New Jersey 07094.

III. DEFINITIONS

The following words and terms shall have the following meaning unless the context clearly indicates otherwise:

Acquisition – the securing of a fee simple absolute or a lesser interest in real property by gift, purchase, devise or condemnation.[1]

American with Disabilities Act II – State and Local Government Activities -Title II covers all activities of State and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities.

State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities. Public entities are not required to take actions that would result in undue financial and administrative burdens. They are required to make reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination, unless they can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity being provided.[2]

Aquatic Ecosystem – Waters of the United States, including wetlands that serve as habitat for interrelated and interacting communities and populations of plants and animals.[3]

Aquifer Recharge Protection Area – Lands through which water of significant volume and high quality moves down to an underlying groundwater reservoir.[4]

Berm – A mound of soil, either natural or constructed, used for one or more of the following purposes: screen, buffer, separator, landscape feature, noise attenuation, dam, or storm water control.[5]

Bicycle Lane – A portion of a roadway which has been designated by striping, signing and pavement markings for the preferential or exclusive use of bicycles.[6]

Bicycle-Compatible Roadway – A road designed to accommodate the shared use of the roadway by bicycles and motor vehicles.[7]

Bikeway – Any road, path, or way which in some manner is specifically designated as being open to bicycle travel, regardless of whether such facilities are designated for the exclusive use of bicycles or are to be shared with other transportation modes.[8]

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[1] The Morris County Open Space and Farmland Preservation Trust Fund. 2010. Online. http://www.morrispreservation.org/TrustFundRulesRegs.pdf. Accessed 5 August 2013.
[2] U.S. Department of Justice, Civil Rights Division. A Guide to Disability Rights Laws. 2009. Online. http://www.ada.gov/cguide.htm. Accessed 5 August 2013.
[3] New Jersey Department of Environmental Protection. Freshwater Wetlands Protections Act Rules. 12 October 2012. Online. http://www.nj.gov/dep/landuse/fww/def.html. Accessed 5 August 2013.
[4] See note 1.
[5] New Jersey Department of Community Affairs. Residential Site Improvement Standards. 2013. Online. http://www.state.nj.us/dca/divisions/codes/codreq/pdf_regs/njac_5_21.pdf. Accessed 5 August 2013.
[6] U.S. Federal Highway Administration. Federal-Aid Policy Guide. 9 December 1991. Online. http://www.fhwa.dot.gov/legsregs/directives/fapg/cfr0652.htm. Accessed 2 August 2013.
[7] City of Portland Zoning Ordinance

Brownfields – With certain legal exclusions and additions, the term "brownfield site" means real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.[9]

Capital Improvement – shall include, in addition to buildings, any structures, fixtures, edifices, byways, parking lots, service facilities, and any other facility necessary and incidental to the lawful performance of any function of a county or municipality.[10]

Capital Improvement Program (CIP) – The municipal or county Capital Improvement Program is the minimum six year program of public works projects that the municipality/county expects to undertake, together with a general statement of funding sources and cash flows. The first year of the CIP is the Capital Budget, a more explicit statement of work with revenue and expense accounting.

Channel – Any natural or man-made waterway or course through which to convey the constant or intermittent flow of water.[11]

Conservation Easement – An easement, covenant, restriction or other interest in real property, which limits or restricts development, management or use of such real property for the express purpose of preserving or maintaining the scenic, open, historic, archaeological, architectural, forest, or natural condition, character, significance or amenities of real property in a manner consistent with public policy and purpose, whether created under common law or pursuant to the provisions of State Law. A conservation easement may include affirmative rights of public access, management and use.[12]

Consumer Product Safety Commission (CPSC)- The U.S. Consumer Product Safety Commission (CPSC) has created guidelines for both public playground and home playground equipment. The Public Playground Safety Handbook can be seen here: http://www.cpsc.gov/PageFiles/122149/325.pdf

Coastal Zone Management Act – The Federal legislation mandates a comprehensive program of planning and development regulations for each State having a coastline.

Community Gardens – A plot of land gardened by a group of people, typically organized through an open and publicly functioning organization or a local government body.

Connectivity – the density of connections in path or road network and the directness of links. A well-connected road or path network has many short links, numerous intersections, and minimal dead-ends (cul-de-sacs). As connectivity increases, travel distances decrease and route options increase, allowing more direct travel between destinations, creating a more accessible and resilient system.[13]

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[8] See note 5.
[9] US Public Law 107-118 (H.R. 2869)
[10] NJSA 40A:12-2- Local Land and Buildings Law
[11] New Jersey Department of Community Affairs. Residential Site Improvement Standards. 2013. Online. http://www.state.nj.us/dca/divisions/codes/offices/rsis.html/ Accessed 5 August 2013.
[12] New York State Department of Environmental Conservation. Online. http://www.dec.ny.gov/docs/permits_ej_operations_pdf/exhibit111.pdf. Accessed 5 August 2013.
[13] Victoria Transport Planning Institute TDM Encyclopedia. Online. http://vtpi.org/tdm/. Accessed 5 August 2013.

Conservation Plan Element – That portion of a master plan that describes the community's existing and anticipated resources of energy, water supply, etc.

County Master Plan – A composite of the Master Plan for physical development of a New Jersey County with the accompanying maps, plats, charts, and descriptive and explanatory matter adopted by the County Planning Board, pursuant to N.J.S. 40:27-2, 40:27-4.[14]

County Planning Board – The governing authority responsible for the county planning and organized pursuant to N.J.S. 40:27-6.1.

Crime prevention through environmental design (CPTED) – CPTED attempts to reduce or eliminate criminal opportunities by using elements of the environment to (1) control access; (2) provide opportunities to see and be seen; and (3) define ownership and encourage the maintenance of territory.[15]

Critical Habitat for Fauna or Flora – (1) For Fauna, areas which serve an essential role in maintaining commercially and recreationally important wildlife, particularly for wintering, breeding, spawning and migrating activities; (2) For Flora, areas supporting rare or unique plant species or uncommon vegetation communities in New Jersey.[16]

Cultural Resource Acquisition Project – projects to acquire lands that provide or could provide access to outdoor performing or fine art facilities.[17]

Culture – Includes knowledge, belief, art, morals, law, custom, and any other capacities and habits acquired by man as a member of society.[18]

Debt Service – annual payments of principal and interest on loans used for the acquisition of open space, the preservation or improvement of open space, recreational space, or historic sites.

Design Standards – Standards that set forth specific improvement requirements.[19]

Eligible Costs – Costs incurred that can be funded through an award of the Trust fund, i.e., purchase of land, engineering, architect fees, construction site improvements, debt issuance and related bond counsel fees.

Environmental Justice – The fair treatment and meaningful involvement of all people regardless of race, color, sex, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations, and policies.[20]

Floodway – Land, and the space above that land, which lies within the inner portion of the flood hazard area, and which is mathematically determined to be required to carry and

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[14] NJ S2852
[15] US Department of Justice. Community Oriented Policing Services. Online. http://www.cops.usdoj.gov/Publications/ Accessed 8 August 2013.
e0807391.pdf pp. 5
[16] N.J.A.C. 77A
[17] Passaic County Open Space and Farmland Preservation Trust Fund Application Guide.
[18] Tylor, Sir Edward Burnett. Primitive Culture: Researches Into the Development of Mythology, Philosophy, Religion, Languages, Art and Customs. 1871.
[19] See note 5.
[20] United States Environmental Protection Agency. Report on the Environment Glossary. 2008. Online. http://www.epa.gov/roe/glossary.htm. Accessed 5 August 2013.

discharge floodwaters resulting from the 100-year flood under certain conditions. The floodway always includes the channel and often includes land adjacent to the channel. The floodway is normally characterized by faster and deeper flows than the flood fringe, which is the portion of the flood hazard area outside the floodway.[21]

Flood Hazard Area – Structures, fill and vegetation that are situated on land that lies below the flood hazard area design flood elevation are described as being "in" or "within" the flood hazard area. The inner portion of the flood hazard area is called the floodway and the outer portion of the flood hazard area is called the flood fringe. The "Special Flood Hazard Area," as defined by FEMA, is the land area covered by the floodwaters of the base flood is the Special Flood Hazard Area (SFHA) on NFIP maps.[22]

Flora/Fauna Protection Project – a project to acquire and/or enhance lands essential for the conservation of significant flora and/or fauna species, which require special management consideration or protection. Habitat areas of threatened and endangered species are also included.

Freshwater Wetland – An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation; provided, however that the Department of Environmental Protection, in designating a wetland, shall use the 3-parameter approach (i.e., hydrology, soils, vegetation) enumerated in the April, 1987 interim-final draft Wetland Identification and Delineation Manual, and any subsequent amendments thereto. These include tidally influenced wetlands which have not been included on a promulgated map pursuant to the Wetlands Act of 1970.[23]

Golf Course – A daily public recreational facility, regulated by the rules of golf and related improvements associated with such a facility, which can be categorized into one of the following: par 3, executive, and regulation courses.

Governing Body – The body exercising general legislative powers in a county or municipality according to the terms and procedural requirements set forth in the form of government adopted by the county or municipality. For a non-governmental entity, its body exercising legislative voting powers, i.e., Board of Directors, Board of Trustees.[24]

Green Infrastructure – Green infrastructure uses vegetation, soils, and natural processes to manage water and create healthier urban environments. At the scale of a city or county, green infrastructure refers to the patchwork of natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the scale of a neighborhood or site, green infrastructure refers to stormwater management systems that mimic nature by soaking up and storing water. Such systems include downspout disconnection, rainwater harvesting, rain gardens, planter boxes, bioswales, permeable pavements, green alleys and streets, green parking, green roofs, urban tree canopy, and land conservation.[25]

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[21] See note 3.
[22] Ibid.
[23] NJ A2171
[24] NJ Local Redevelopment and Housing Law
[25] United States Environmental Protection Agency. What is Green Infrastructure?. 11 January 2013. Online.

Green Roofs – Roofs covered with growing media and vegetation that enable rainfall infiltration and evapotranspiration of stored water.[26]

Green Spaces – a plot of undeveloped land separating or surrounding areas of intensive residential or industrial use that is maintained for recreational enjoyment.[27]

Parkland Projects – A project to acquire and/or enhance recreational lands, waters, natural ecosystems, historic sites, wetlands, wildlife habitats, urban parks and scenic setting for the enjoyment of the public.

***Green Streets and Alleys –** Streets and alleys that integrate green infrastructure elements into their design to store, infiltrate, and evapotranspire stormwater. Permeable pavement, bioswales, planter boxes, and trees are among the many green infrastructure features that may be woven into street or alley design.[28]

Greenways Project – A project to acquire and/or enhance land which provides a linkage to recreational lands, water, natural ecosystem, historic sites, wetlands, wildlife habitats, urban parks and scenic settings, for the enjoyment of the public. Greenways may include, but are not limited to bikeways, trails, and stream and river corridors.

Habitat – The natural environment or area of an individual animal or plant, population, or community, comprising both physical and biotic factors.

Hackensack Meadowlands – All those meadowlands lying within the municipalities of Carlstadt, East Rutherford, Little Ferry, Lyndhurst, Moonachie, North Arlington, Ridgefield, Rutherford, South Hackensack, and Teterboro all in Bergen County; and Jersey City, Kearny, North Bergen and Secaucus, all in Hudson County.

Head Waters – The point on a non-tidal stream above which the average annual flow is less than five cubic feet per second. The Department of Environmental Protection may estimate this point from available data by using area annual precipitation, area drainage basin maps, and the average annual runoff coefficient or by similar means.

Heat Island – An urban area characterized by temperatures higher than those of the surrounding non-urban area. As urban areas develop, buildings, roads, and other infrastructure replace open land and vegetation. These surfaces absorb more solar energy, which can create higher temperatures in urban areas.

Historic District – One or more historic sites and intervening or surrounding property significantly affecting or affected by the quality and character of the historic site or sites.[29]

Historic Preservation – The performance of any work relating to the stabilization, repair, rehabilitation, renovation, restoration, improvements, protection, or preservation of a historic property, structure, facility, site, area, or object.[30]

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http://water.epa.gov/infrastructure/greeninfrastructure/gi_what.cfm#greenroofs. Accessed 5 August 2013.
[26] Ibid
[27] Ibid
[28] Ibid
[29] NJ A3193
[30] NJ S2572

Historic Preservation Plan Element – That portion of the Municipal Comprehensive Master Plan that (1) describes historic and cultural resources within the community and (2) provides policy guidance as to how those resources might be protected and incorporated as useful working elements of a comprehensive community and economic development program.

Historic Preservation Restriction – An interest in land less than fee simple absolute, stated in the form of a right, restriction, easement, covenant, or condition, in any deed, will or other instrument, other than a lease, executed by or on behalf of the owner of the land, appropriate to preserving a structure or site which is historically significant for its architecture, archeology or associations, to forbid or limit any or all:

1. Alteration in exterior or interior features of such structure;

2. Changes in appearance or condition of such site;

3. Uses of such structure or site which are not historically appropriate;

4. Other acts or uses detrimental to the appropriate preservation of such structure or site.[31]

Historic Property, Structure, facility, Site, Area, or Object - Any property, structure, facility, site, area, or object approved for inclusion on the New Jersey Register of Historic Places, or which meets the criteria for inclusion on said Register pursuant to P.L. 1970 c. 268 (C.13:1B -15.128 et seq.) or a Certified Local Government.[32]

Historic Resource – Any site, building, area, district, structure or object important in American history, architecture, archaeology, and culture at the national, state, county, regional or local level.

Historic Site – Any real property, man-made structure, natural object or configuration or any portion or group of the foregoing of historical, archaeological, cultural, scenic or architectural significance.[33]

Hydric Soils – A soil that in its natural condition is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions that favor the growth and regeneration of hydrophytic vegetation.[34]

Improvement – (a) Any constructed element which becomes part of, is placed upon, or is affixed to real estate; (b) the development and improvement of parks and recreational facilities.[35]

Impervious Surface – A hard surface area that either prevents or retards the entry of water into the soil mantle or causes water to run off the surface in greater quantities or at an increased rate of flow. Common impervious surfaces include rooftops, walkways, patios, driveways, parking lots, storage areas, concrete or asphalt paving, and gravel roads.[36]

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[31] New Jersey Codes Title 13 Section 13:8B
[32] NJ S3078
[33] N.J.S. 40:55D-4
[34] US Department of Agriculture (USDA) Soil Conservation Service (SCS) 1985, as amended by the National Technical Committee for Hydric Soils (NTCHS) in December 1986
[35] N.J.A.C. 5:21; NJ P.L.2001, c.232
[36] See note 17.

Ineligible Costs – Customary costs, or "soft costs," incurred above the limit set forth (up to 2% of Trust Fund) that will not be funded through an award from the Trust Fund, i.e., appraisal costs, wetland delineation, property survey, title search, legal expenditures other than bond counsel fees.

Lake, Pond or Reservoir – Any impoundment, whether naturally occurring or created in whole or in part by the building of structures for the retention of surface water.[37]

Lands – Lands, improvements, and structures thereon or rights, franchises and interest therein. This term shall also include and mean any and all interest in lands amounting to less than fee title, including permanent and temporary easement, including conservation easements and rights-of-way.[38]

Land Access Projects – A project to acquire and/or enhance lands for access to state, federal or other county or Municipal Park and open space areas.

Land Conservation – Protecting open spaces and sensitive natural areas within and adjacent to cities can mitigate the water quality and flooding impacts of urban stormwater while providing recreational opportunities for city residents. Natural areas that are particularly important in addressing water quality and flooding include riparian areas, wetlands, and steep hillsides.

Local Certified Historic District – A district that 1) meets the criteria for registration, and 2) is governed by a state or local statute or ordinance that protects the historic resources of the district.[39]

Local Share or Match- non-EDA funds and any In-Kind Contributions that are approved by EDA and provided by Recipients or third parties as a condition of an Investment. The Matching Share may include funds from other Federal Agencies only if authorized by statute that allows such use, which may be determined by EDA's reasonable interpretation of such authority.[40]

Lot – A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.[41]

Low Impact Development – an approach to land development (or re-development) that works with nature to manage stormwater as close to its source as possible. LID employs principles such as preserving and recreating natural landscape features, minimizing effective imperviousness to create functional and appealing site drainage that treat stormwater as a resource rather than a waste product.[42]

Municipal Master Plan – A composite of one or more written or graphic proposals for development of the municipality as set forth and adopted pursuant to N.J.S. 40:55D-28.

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[37] N.J.A.C. 7:9B
[38] N.Y. Environmental Law § 51-0101
[39] New Jersey Historic Preservation Office. New Jersey and National Register of Historic Places. Online. http://www.nj.gov/dep/hpo/1identify/nrsr_lists.htm. Accessed 5 August 2013.
[40] 13 CFR 300.3 [Title 13 -- Business Credit and Assistance; Chapter III -- Economic Development Administration, Department of Commerce; Part 300 -- General Information
[41] NJ S2852
[42] See note 20.

Municipality – Any city, borough, village, town or township of the State but not a county or a school district.[43]

Navigable Waters – Deep enough and wide enough to afford passage to watercraft, including canoes, at high tide. Navigability will also apply to areas upstream of obstructions (for example, culverts), provided that the water course is still tidally influenced in the upstream area.[44]

New Jersey Meadowlands Commission – The legislative and quasi-judicial body for the Hackensack Meadowlands area, which encompasses parts of Hudson and Bergen Counties.

New Jersey State Planning Act – N.J.S. 52:18A-196 et seq. – The general enabling legislation for statewide policy planning.

Nonpoint Source – A diffuse source of pollution, having no single point of origin. This term is commonly used to describe water pollution caused by rainfall or snowmelt moving over and through the ground and carrying natural and human-made contaminants into lakes, rivers, streams, wetlands, estuaries, other coastal waters, and ground water. Atmospheric deposition and hydrologic modification are also sources of nonpoint water pollution.[45]

Official Map – A map adopted by ordinance pursuant to "Municipal Land Use Law", N.J.S. 40:55D-32 et seq.

Official County Map – The map, with changes and additions thereto, adopted and established, from time to time, by resolution of the Board of Chosen Freeholders, pursuant to the "County Planning Act", N.J.S. 40:27-5 et seq.

Open Space – Land or water areas to be retained in a largely natural or undeveloped state, for the purpose of, among other things, providing parkland or green spaces, protecting ecologically sensitive areas, preserving flora and wildlife, or protecting or preserving areas of scenic, historic and cultural values while at the same time affording, whenever practical, public outdoor recreational opportunities for county residents. "Open Space" may include a recreational area such as a golf course if the acquisition serves the objective of the open space trust fund act by protecting a largely underdeveloped area from future development.

Open Space also means projects to acquire and/or enhance lands, which are open or natural, and necessary to preserve the ecological, scenic, recreational or historical values of such land. Open space projects include, but are not limited to, the following types of projects: streams, right projects; open or natural land projects including additions to existing owned outdoor recreation areas; Greenways/Parklands Projects; aquifer recharge area projects; watershed protection projects; and waterfront protection projects.[46]

Parcel – Any quantity of land, consisting of one or more lots, that is capable of being described with such definiteness that its location and boundaries may be established.

Playground Safety Law- New Jersey enacted a playground safety law on March 23, 1999 New Jersey Playground Subcode 5:23 - 11.1to require that the Department of Community Affairs and Department of Education promulgate rules and regulations for the design, installation,

[43] NJ 40:37A-45
[44] NJAC 7:7E-1.5
[45] See note 20.

inspection, and maintenance of playgrounds. This law also mandates that those rules and regulations be those contained within the CPSC guidelines. Further, it requires that special provisions be included to address playgrounds appropriate for children in childcare settings. Government entities and private entities must upgrade their playgrounds to satisfy the rules and regulations for surfacing within five years and for all other elements within eight years. Non-profit entities must upgrade their playgrounds to satisfy the rules and regulations for surfacing within five years and for all other elements within fifteen years. All playgrounds built more than six months after the effective date of the rules and regulations must conform to those rules and regulation. New Jersey PIRG was instrumental in achieving this statewide mandate.

Pollutant – Any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. "Pollutant" includes both hazardous and non-hazardous pollutants.[47]

Project ready – An application or project that can commence immediately upon approval or release of awarded funds. A "project ready" application, at minimum includes the following:

1. For acquisition projects- property appraisal; and recent land survey (completed by a NJ licensed surveyor); and preliminary assessment or site investigation (PASI completed by a qualified environmental professional).

2. For park and recreation improvements- Site plans signed & sealed by a licensed professional (PE, AIA, CLA, etc.); and itemized construction cost estimates; and where applicable, all necessary approvals and permits (NJ DEP, ACOE, Soil Conservation, etc.).

3. For historic preservation- Plans prepared by a licensed architect, engineer, or historic preservation specialist.

Property – The area contained within the legal boundary as defined by municipal block and lot, or right-of-way description as set forth in the deed for that area.[48]

Rain Garden – Rain gardens (also known as bioretention or bioinfiltration cells) are shallow, vegetated basins that collect and absorb runoff from rooftops, sidewalks, and streets. Rain gardens mimic natural hydrology by infiltrating and evapotranspiring runoff. Rain gardens are versatile features that can be installed in almost any unpaved space.[49]

Real Property – Lands within or without the State, above or below water, and improvements thereof or thereon, or any riparian or other rights or interests therein.[50]

Recharge – Water added to an aquifer-- for instance, rainfall that seeps into the ground.[51]

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[46] See note 1.
[47] NJ Farm Bureau
[48] NJ Freshwater Wetlands Protection Act

***Recreation Activities –** Activities that involve relatively vigorous or organized action such as soccer, ball playing, jogging, pitching, playground areas, roller hockey, skateboarding, and the like. Passive recreational activities include less vigorous organized use such as simple appreciation of natural areas, possibly involving hiking, or simply viewing open land or waters.

Recreational Facility, Intensive – Any recreational facility which does not satisfy the definition of Low Intensity Recreational Facility including but not limited to golf courses, marinas, amusement parks, hotels and motels.[52]

Recreational Facility, Low Intensive – A facility or area which complies with the standards in N.J.A.C. 7:50-5, part III, utilizes and depends on the natural environment and requires no significant modifications of that environment other than to provide access, and which has an insignificant impact on surrounding uses or on the environmental integrity of the area. It permits such low intensity uses as fishing, canoeing, nature study, orienteering, horseback riding, and bicycling.[53]

Recreational Land – Land & water areas that provide opportunities for outdoor active or passive activities.

Right-of-Way (ROW) – A strip of land occupied or intended to be occupied by a street, crosswalk, railroad, road, electric transmission line, gas pipeline, water main, sanitary or stormwater sewer main, shade tree, or for another special use.[54]

Scenic Acquisition Projects – A project to acquire and/or enhance lands to maintain the scenic nature of an area.

Secretary of the Interior's Standards for the Treatment of Historic Properties – The standards are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The standards offer four distinct approaches to the treatment of historic properties:

1. Preservation – focuses on the maintenance and repair of existing historic materials and retention of a property's form as it has evolved over time.

2. Rehabilitation – acknowledges the need to alter or add to a historic peroperty to meet continuing or changing uses while retaining the property's historic character.

3. Restoration – depicts a property at a particular period of time in its history, while removing evidence of other periods.

4. Reconstruction – re-creates vanished or non-surviving portions of a property for interpretive purposes

Shade Tree Program – Acquisition and installation of shade trees to facilitate urban forestry, gateway landscaping, and vegetative buffers.

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[49] US EPA
[50] NJ County Improvement Authorities Law
[51] USGS
[52] Township of Evesham, NJ Municipal Code. 31 December 2012. Online. http://ecode360.com/EV0481. Accessed 5 August 2013.
[53] See note 40.
[54] See note 6.

NJ State Development and Redevelopment Plan – The Statewide Policy Plan that establishes policies for planning, programming, funding, installation, and maintenance of public capital infrastructure.

Steep Slopes – Slopes over fifteen (15%) percent gradient.[55]

***Steep Slopes Project –** A project to acquire and/or enhance steep slopes for the purpose of providing parkland and/or green spaces.[56]

Stewardship – The conducting, supervising, or managing of something; especially the careful and responsible management of something entrusted to one's care; stewardship of natural resources. [Merriam-Webster 2013]; Environmental stewardship – the responsibility for environmental quality shared by all those whose actions affect the environment.[57]

Stormwater – Runoff generated when precipitation from rain and melted snow flows over land or impervious surfaces and does not percolate into the ground. As the runoff flows over the land or impervious surfaces (paved streets, parking lots, and building rooftops), it accumulates debris, chemicals, sediment or other pollutants that could adversely affect water quality if the runoff is discharged untreated.[58]

Stream Rights Project – A project to acquire and/or enhance lands that provide public fishing rights on quality streams or rivers.

Superfund – A program, operated under the legislative authority of the Comprehensive Environmental Response, Compensation, and Liability Act and the Superfund Amendments and Reauthorization Act, that funds and carries out EPA solid waste emergency and long-term removal and remedial activities. These activities include establishing the National Priorities List, investigating sites for inclusion on the list, determining their priority, and conducting and/or supervising cleanup and other remedial actions.[59]

***Sustainability –** Creates and maintains the conditions under which humans and nature can exist in productive harmony, that permit fulfilling the social, economic and other requirements of present and future generations. [60]

Sweat Equity- is an interest or increased value in a property earned from the owner's labor toward upkeep or restoration[61]

Threatened or Endangered Species – Species identified pursuant to the Endangered and Non-game Species Conservation Act, N.J.S.A. 23:2A-1, et seq., or those identified pursuant to the Endangered Species Act of 1973, 16 USC 1531 et al., and subsequent amendments thereto.

Tidal Waters – Fresh or saline waters under tidal influence, up to the head of the tide.[62]

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[55] See note 17.
[56] Ibid.
[57] See note 20.
[58] Ibid.
[59] Ibid.
[60] Ibid.
[61] www.investopedia.com
[62] NJAC 7:7A-1.4

Urban Ecosystem – Both the natural ecology and the human infrastructure of an urban environment, and the interaction between the two.

Vacancy – Any unoccupied land, structure, or part thereof that is available and suitable for occupancy.

Walkway – A continuous way designated for pedestrians and separated from the through lanes for motor vehicles by space or barrier.

Watershed – The smallest drainage area of a specific creek, stream, river, pond, lake, or other surface water body within which a particular site is located.[63]

Watershed Protection Project – A project to acquire lands within the watershed of a publicly owned water supply reservoir.[64]

Water Supply Reservoir – An impoundment of surface waters, the primary purpose of which is water supply.[65]

Wetland – An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation; provided, however, that the NJ Department of Environmental Protection, in designating a wetland, shall use the three-parameter approach (that is, hydrology, soils and vegetation) enumerated in the 1989 Federal Manual. These include tidally influenced wetlands which have not been included on a promulgated map pursuant to the Wetlands Act of 1970, N.J.S.A. 13:9A-1 et seq. [66]

[63] NJAC 7:7A-1.4
[64] See note 1.
[65] Ibid.
[66] N.J.A.C. 7:7A Freshwater Wetlands Protection Act Rules

IV. GOVERNANCE

A. Membership

The Office of the County Executive will be represented by a board liaison, a non-voting member of the Advisory Board, selected by the County Executive.

The Board of Chosen Freeholders will be represented by a board liaison, a non-voting member of the Advisory Board, selected by the Chairman of the Board of Chosen Freeholders.

In absence of a quorum (five of the nine voting members), the board liaison for the County Executive or Board of Chosen Freeholders may have voting privileges.

The County Executive, with the advice and consent of the Board of Chosen Freeholders, shall appoint voting members to the Open Space Trust Fund Advisory Board from the following categories:

OPEN SPACE TRUST FUND ADVISORY BOARD VOTING MEMBERSHIP

1. Hudson County Division of Parks, Board Member
2. Hudson County Division of Planning, Board Member
3. Hudson County Division of Housing and Community Development, Board Member
4. Hudson County Office of Cultural and Heritage Affairs, Board Member
5. Conservation Board Member
6. Environmental Board Member
7. Historic Preservation Board Member
8. Parks & Recreation Board Member
9. Business Community Board Member

Every member of the Open Space Advisory Board shall be a resident of Hudson County.

B. Responsibilities

1. The primary responsibility of the Open Space Trust Fund Advisory Board, (hereinafter "Advisory Board") is for the systematic review and recommendation of applications for funding consideration from the Trust Fund, in accordance with the policies and procedures as established by this document set forth herein.

2. The Advisory Board will work closely with the County of Hudson to:

a. Assist in the periodic review of the County's adopted Open Space and Recreation Plan, and Historic Preservation Plan;

b. Review, prioritize and recommend projects for open space, recreation, and historic preservation purposes; and

c. Review and recommend, as necessary, amendments to the policies and procedures outlined in this document for the Trust Fund.

3. Conduct outreach to the general public, municipalities and community groups.

C. Term of Office

1. The Term of Office of all voting members of the Advisory Board shall be for three years, except the initial term, which shall be as follows:

Hudson County Division of Parks, Board Member - 1 year
Hudson County Office of Cultural & Heritage Affairs, Board Member - 1 year
Historic Preservation, Board Member - 1 year
Hudson County Division of Planning, Board Member - 2 years
Conservation, Board Member - 2 years
Parks & Recreation, Board Member -2 years
Hudson County Division of Housing & Community Development, Board Member - 3 yrs
Environmental, Board Member - 3 years
Business Community, Board Member - 3 years

All future appointees to these positions shall, thereafter, revert to a three year term.

2. All members shall serve on as voluntary basis without compensation.

3. Every member shall be a resident of Hudson County.

4. No member of the Advisory Board shall be an elected official in any jurisdiction.

5. No member of the Advisory Board shall be an employee of any of Hudson County's municipalities or their other local governmental units.

D. Replacement of Members

1. A member shall serve until the nomination and qualification of his/her successor shall be complete.

2. A member having three (3) consecutive absences from scheduled meetings of the Advisory Board (without providing advanced notification), shall be deemed as resigned from the position, and a successor appointed to fill his/her unexpired term, in accordance with appointment procedures as stated in this document. The Advisory Board shall send notice to the County Executive of any member warranting such resignation.

3. Any other vacancies on the Advisory Board shall be filled by a subsequent appointment to fill the unexpired term, in accordance with appointment procedures as stated in this document.

E. Officers and Duties

1. There shall be a Chairperson, Vice Chairperson and Secretary of the Advisory Board.

2. The Officers shall be elected at the annual reorganization meeting by a majority vote of the total number of voting members of the Advisory Board. The initial organizational meeting shall take place no later than 30 days after the approval of this document and confirmed appointments to the Advisory Board. Thereafter, a reorganization meeting shall take place annually during the month of January.

3. The term of office of all officers shall be for a one - (1) year term, or until a successor has been elected.

4. The Duties of the Chairperson shall include, but not necessarily be limited to, the following:

- **a.** Establish a schedule of meeting dates;
- **b.** Preside at all regular and special meetings;
- **c.** Sign such documents as are necessary on behalf of the Advisory Board; and
- **d.** Perform all duties that may be necessary and appropriate to carry out the responsibilities of the office.

5. In the absence of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. In the absence of the Vice-Chairperson, the most senior private-citizen board member shall perform the duties of the Chairperson.

6. A simple majority (five (5) of the voting members (9)) of the Board shall constitute a quorum for voting sessions.

7. A quorum is not required to hold work/review sessions.

8. An affirmative vote of the majority of members present shall indicate passage of any item subject to a vote.

9. Those members who are absent from the application presentations and/or site visits shall certify that they have fully reviewed the application and visited the site in order to be eligible to consider the merits of the application for funding.

10. Conflict of Interest- any Advisory Board member who has an affiliation to any project where an application has been submitted for the Advisory Board to review and recommend funding, must recuse him or herself from the application process of that particular project. "Affiliation" shall be construed to mean a connection to the project by way of familial, employment, elected official and/or board relationship. "Application Process" shall be construed to mean participation in the presentation, discussion, and voting of the project in question. A member who has recused him or herself from hearing a particular application is not precluded from participation in other applications before the Advisory Committee.

V. FUNDING GUIDELINES

A. Eligible Applicants

The following entities are eligible to participate in the application process for funding consideration from the Trust Fund:

1. The County of Hudson;
2. All Hudson County government agencies and its affiliates;
3. Any of the twelve (12) municipalities in the County of Hudson; and
4. Local entities, non-profit corporations, and qualified charitable conservancies located within the County of Hudson that have received tax exemptions under section 501(c)3 of the 1954 Internal Revenue Code. Local entities are required to partner with the local municipality where the project is located.

B. Eligible Purposes

Eligible purposes, as voted by referendum, and approved by the Board of Chosen Freeholders are:

1. Acquisition of land for conservation and recreation purposes.

2. Development and redevelopment of land existing or acquired for recreational, cultural, tourism and/or conservation purposes.

3. Preservation of historic properties, including the acquisition and historic preservation planning activities of such properties for historic preservation, this includes historical capital projects and historical rehabilitation plans or

4. Payment of debt service on indebtedness issued or incurred by the County of Hudson for any of the purposes stated in (1), (2), (3), or (4).

C. Eligible Costs

The following costs are deemed to be consistent with the purposes and intent of the Trust Fund and shall be eligible for application:

1. The acquisition of land for conservation and recreation purposes. Note- applicants are required to place the County on the deed when purchasing the property.

2. Construction management and/or construction administration of an Open Space Trust funded recreation or historic capital project or rehabilitation plan.

3. Up to 50% of the costs of preparing a historic preservation plan for the preservation, rehabilitation, restoration or reconstruction of a historic property under the Secretary of the Interior's Standards for the Treatment of Historic Properties. Such projects must result in the completion of site/construction plans related to all proposed historic preservation activities.

D. Ineligible Purposes

The following purposes are considered ineligible to receive funding:

1. Any maintenance, care, custodial, or policing expenditures associated with active and passive recreation, and historic sites.

2. Lands that are and will remain predominantly covered by buildings or structures not appropriate for environmental education, recreational use, or historic preservation.

3. Activities that will have a significant adverse impact on environmental resources or open space values.

4. Items that were not listed in the original grant agreement between the County and the applicant.

5. Sweat equity, an interest of increased value in a property earned from labor by the owner toward upkeep or restoration.

6. Soft costs, such as architectural design, engineering, planning, surveying, permitting, fees, legal, administrative, or environmental costs.

7. The preparation and completion of historic preservation studies with the aim of obtaining a Certification of Eligibility from the New Jersey Historic Preservation Office or for the purposes of determining the eligibility or the nomination of a property or structure for the State or National Register of Historic Places.

E. Allocation

The Trust Fund will be funded through a property tax assessment to be determined annually by the Board of Chosen Freeholders, at a rate not to exceed one cent ($0.01) per $100.00 of total County equalized valuation.

1. All of the money collected through the property tax assessment will be deposited into the Trust Fund and shall thereafter be disbursed for the following types of projects:

a. Land Acquisition Projects,
b. Development/Redevelopment Improvements for Recreation Conservation Projects,
c. Historic Preservation Capital Projects and Rehabilitation Studies

2. Applicants shall not request more than $2,000,000 for a regional Open Space Acquisition or more than $1,000,000 for a local Open Space Acquisition. Regional acquisitions are deemed to serve the residents of two or more communities as defined by municipality, zip code or public high school. Local acquisitions are deemed to serve the residents of only one community as defined by municipality, zip code or public high school. An exception will only be considered based upon the extraordinary nature of the acquisition and its merit.

3. Applicants shall not request more than $1,000,000 for a regional Recreation, Conservation, Historic Preservation Capital or Rehabilitation project, or more than $500,000 for a local Recreation, Conservation, Historic Preservation Capital Project or Rehabilitation Plan. Regional projects are deemed to serve the residents of two or more communities as defined by municipality, zip code or public high school. Local projects are deemed to serve the residents

of only one community as defined by municipality, zip code or public high school. An exception will only be considered based upon the extraordinary nature of the project and its merit.

4. Any unexpended funds allocated to a specific project and determined by the County of Hudson as no longer needed for that project will return to the Trust Fund.

5. Indebtedness by the County of Hudson for eligible purposes as stated above will be set aside in an amount equal to the annual debt payment requirement prior to the annual allocation determination for new applications/projects.

F. Advisory Board Review and Recommendation

The Hudson County Division of Planning shall provide staff support and technical assistance to the Advisory Board.

The Advisory Board shall:

1. Schedule a timeline for the Letter of Intent process. Initial letter of interest will be submitted by interested applicants prior to full proposal. A Letter of Intent Form will be created for their use. Applicants must demonstrate how their project meets the new goals and objectives outlined in the 2013 Reexamination Report. They must have all required documentation, list matching funding, and show how the project is shovel ready.

2. Schedule one-on-one meetings with the applicant and Open Space support staff and at least one member of the Hudson County Open Space Trust Fund Advisory Board to review applicant's Letter of Intent. Once the Letter of Intent is deemed complete, applicant will be required to submit a full application to the Advisory Board.

2. Determine application completeness and eligibility according to the program statement approved by the Hudson County Board of Chosen Freeholders.

3. Review each application and rank each application according to the criteria established in said program statement and the 2013 Open Space Reexamination Report.

4. Forward the Advisory Board's recommendations to the County Executive for his/her consideration and funding allocation.

5. Upon final approval by the Board of Chosen Freeholders, the Advisory Board shall prepare an annual report.

G. County Executive's Submission of Proposed Projects

1. Upon receipt of the Advisory Board's recommendations by the County Executive, the County Executive shall formulate funding allocations for eligible projects for a 30-day review period.

2. The County Executive shall submit the Advisory board's recommendations with his/her funding allocations to the Board of Chosen Freeholders for its consideration.

H. Freeholder Funding Approval

1. Upon the release of the County's Executive's funding allocations, the Division of Planning shall schedule at least one public hearing held at least thirty (30) days after the transmittal of funding recommendations in accordance with N.J.S.A. 40:12-15.1 et seq., to solicit public comment on the proposed grant award recommendations.

2. In accordance with N.J.S.A. 40:12-15.3b the Board of Chosen Freeholders shall authorize final approval for the project funding no earlier than 45 days after the public hearing.

I. Grant Agreement

1. Applicants that have been approved for funding will have two (2) months from the date of Freeholder approval of the required Hudson County funding resolutions to execute a Grant Agreement with the County.

2. Upon execution by both parties of the grant agreement, projects are expected to progress at a reasonable pace, subject to the specifics of a particular project. After two (2) years from the Freeholder award date, any unexpended award funds remaining will be forfeited and returned to the Open Space Trust Fund.

3. The Grant Agreement shall include a phased punch list for eligible costs. Reimbursement of funds through the County of Hudson will only be processed after a site inspection for each phase.

4. Throughout the life of the grant, awarded applicants will be required to submit quarterly progress reports to the Hudson County Division of Planning

5. A deed of conservation easement or historic preservation restriction held by the County of Hudson shall be filed with the Office of the County Register upon completion of land acquisition, park and recreation improvement, or historic preservation capital project or rehabilitation plan.

6. Applicants must agree to place any funded parkland on the NJ Recreation and Open Space Inventory (ROSI) before final payment of grant monies. No change in use or diversion of funds shall be allowable for any funded park or recreation project without following the procedures set forth in the grant agreement.

7. Failure to uphold any other aspects of the executed grant agreement may result in the forfeiture of funds. Unused funds will revert back to the Trust Fund.

8. Applicants must seek Open Space Advisory Board approval for any deviations from the original grant agreement. Deviations that are above 10% of the total funded project cost will require Freeholder Board approval. No deviations will be approved in the last 6 months of the grant agreement.

9. The grant recipient may request one (1) year extension. The extension shall be granted at the discretion of the County. Extension requests will be considered in cases of natural disasters or other unforeseen circumstances in which the applicant had no control over. If the applicant fails to complete the project within the 1 year time frame, the grant agreement and the unused funds shall be forfeited.

10. Reprogramming of funded projects are granted at the discretion of the County. Only municipalities are allowed to request a reprogramming to a shovel-ready project within the same municipality. Shovel ready projects are considered projects that have a selected contractor in place or are under construction. Reprogramming can only be awarded to Park Improvement projects and Historical Capital projects. No more than 50% of the total funded project award amount can be used for reprogramming.

11. Applicants that have been approved for a grant award from the County shall fund all costs incurred in connection with the acquisition of any land or interest therein, including, but not limited to the costs for appraisals, wetland delineations, environmental assessment, engineering, property survey, title search, legal expenditures, structure

demolition and removal, and other such costs associated with the acquisition of land or interest therein.

12. Banking or stockpiling of Trust Fund grants is not permitted. Failure to complete the project within the grant contract time period will result in forfeiture of the grant for failure to comply with the terms of the Trust Fund grant agreement.

13. Two months prior to the dedication/rededication/opening ceremony of the project, the applicant must contact the Division of Planning.

14. Temporary construction signage specs will be provided in the applicant's grant agreement.

15. Permanent signage specs will be provided in the applicant's grant agreement.

J. Interest on Investments

Any interest earned on the investment of funds of the Trust Fund shall be retained within the Trust Fund to be used for Trust Fund purposes as described herein.

VI. GENERAL GUIDELINES

A. The following items reflect general guidelines that will be considered in recommending projects for the acquisition of property for conservation and/or recreation purposes, the development or redevelopment of conservation and recreation areas, or for historic preservation purposes:

B. Encourage multi-funded source projects, which qualify for, but are not limited to, the State Green Acres Program, Historic Preservation Trust Program, federal funds, municipal matching funds, recreation groups, donations, and all other appropriate funding sources. Applicants are encouraged to provide or obtain non-Open Space Trust funds of at least fifty percent (50%). The respective governing bodies must endorse all projects.

C. Encourage projects that benefit a broad population segment, especially those of regional, countywide, or statewide significance.

D. Encourages multi-use projects, (e.g. projects including several elements such as water protection, recreation, historic, cultural, tourism and scenic preservation, etc.)

E. Give consideration to projects involving land under immediate threat of development.

F. Encourage the use of conservation easements, restrictive covenants, or interests other than ownership by fee simple, to limit or restrict development.

G. Give consideration to lands within Tier-1 wellhead protection areas, recharge areas where water enters the ground, or aquifers to fill wells.

H. Encourage partnership projects between municipalities and local entities, non-profit corporations and qualified charitable conservancies that have received tax exempt status under section 501(c)3 of the 1954 Internal Revenue Code.

I. Projects should be consistent with the goals and objectives of the 2013 Hudson County Open Space, Recreation and Historic Preservation Plan, as duly adopted and established by the County of Hudson.

J. All historic preservation activities funded by the Hudson County Open Space Trust Fund must be in compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

K. All historic preservation rehabilitation/restoration plans (studies) must result in a document including proposed site plans and designs to be delivered to the Hudson Count Division of Planning and the Open Space Trust Fund Advisory Board upon completion.

L. VII. Application Review

In order for applicants to be eligible to receive funding from the Hudson County Open Space Trust Fund and be recommended for County Executive review the following steps are required:

1. Complete Letter of Intent for Open Space, Park Improvement, Historic Preservation Study or Historic Preservation Capital Project.
2. Discuss proposal in a one-on-one meeting with County and at least 1 Advisory Board member
3. Complete full application and submit all required documents in the Application Checklist associated with the proposed project.
4. Prepare presentation or site visit for Open Space Advisory Board and County

The following elements will be considered when considering applications for funding.

1. Shovel Ready: The applicant must show the project can be completed within a 2 year time frame. All required documents in the Letter of Intent and full application must be submitted to be considered for funding.
    a. Local Match: The amount the applicant will be contributing to the total project cost.
    b. Public Support: Public support for a project is required and should be demonstrated through governing resolutions with transcript of meeting letters, and petitions that demonstrate broad inclusive support from the following:
        i. Municipal government office;
        ii. County government office;
        iii. State government office;
        iv. Planning Board, Park, or recreation commission;
        v. Environmental, shade tree, or historic preservation commission;
        vi. User groups, neighborhood associations, community organizations, ward leaders, and the general public.
    c. Community Needs: This factor considers the needs of the population to be served. The service area for the project will be defined on the basis of population density, scope, and type of project. Applicant should:
        i. Identify census tract, population and geographic service area;
        ii. Assess needs of the population within service area;
        iii. Needs assessment identifying current and potential user groups;
        iv. Describe potential benefits to the area.

2. Relationship to the goals & objectives in the 2013 Open Space Reexamination Report will also be a major consideration for project funding. Refer to the 2013 Report for further explanation of the following goals and objectives:
    a. Environmental Justice
    b. Recreation
    c. Connectivity
    d. Urban Ecosystems
    e. Green spaces & Acquisitions
    f. Stewardship
    g. Culture & History

3. Project-type specific priority criteria:
    a. For Acquisitions:
        i. A site listed in the 2005 Open Space Plan or the 2013 Reexamination Report
        ii. An acquisition that meets the Green Acres standards for reimbursement through the Planning Incentive Grant.
        iii. A letter from the current owner showing willingness to sell property
    b. For Historic Preservation projects:
        i. The level of historical significance, as evidenced by the site being included on or being eligible for inclusion on the New Jersey and/or National Registers of Historic Places or State Plan Critical Historic Sites.
        ii. Certification of Eligibility from the NJ State Historic Preservation Office
    c. For Park Improvement projects:
        i. Projects that are shovel-ready and can be completed in the 2-year grant agreement.
        ii. Projects that are supported by the local municipality and have existing matching funds.

The Recommendation Report will be prepared by the Advisory Board with the assistance of the Hudson County Division of Planning staff. Recommendations will be based on the funding guidelines, required application checklist, and if the applicant meets the goals and objectives of the 2013 Reexamination Report.

Hudson County Open Space, Recreation,
And Historic Preservation Trust Fund

2016 Open Space Letter of Intent Form

Applicants must demonstrate how their project meets the goals and objectives of the Hudson County Open Space Trust Fund outlined in this form. Applicants must have all required documentation, list matching funding, and show how the project is shovel ready.

Complete & submit all materials to: Hudson County Division of Planning, ATTN: Francesca Giarratana
830 Bergen Avenue, 6A, Jersey City, NJ 07306
VIA EMAIL: Francesca Giarratana, fgiarratana@hcnj.us

Form must be submitted by October 14, 2016 by COB.

Project Information

Project Title: Hoboken Southwest Park Expansion

Project Type:
- [x] Land Acquisition
- [ ] Park & Recreation Improvement
- [ ] Historic Preservation or Study

Project Municipality: City of Hoboken

Project Address:
51 Marshall Street (Observer Highway and Harrison St.)

Block(s): 10 **Lot(s):** 1-7 and 30-36

County Freeholder District: 5 **State Legislative District:** 33

Congressional District: 13 **Federal ID# assigned by IRS:** 22-6001993

Sponsor/Name of Local Unit or Organization: City of Hoboken

Applicant Address: 94 Washington Street

City: Hoboken **State:** NJ **Zip:** 07030

Chief Executive Officer: Hon. Dawn Zimmer, Mayor **Telephone No.:** 201-420-2018

Person having day to day responsibility for this application:

Name: Stephen D. Marks **Title:** Municipal Manager

Address: 94 Washington Street

City: Hoboken **State:** NJ **Zip:** 07030

Telephone Number: 201-239-6643 **Fax Number:** 201-420-2096

E-mail address: smarks @ Hobokennj.gov

I, Stephen D. Marks *(name of authorized official)*, **hereby certify that the information provided within this Hudson County Open Space Application Form is complete and true.**

09/29/2016

Date (mm/dd/yyyy)

Signature of official authorized to submit application (as per attached Resolution of Governing Body or Organization Board)

Project Funding

Total project cost: $5,000,000

Amount applicant requests: $1,000,000

Local share: $4,000,000

Other Match *(Green Acres, NJ Historic Trust, etc.)*: $4,000,000

Matching funding sources: NJEIT Low Interest Loan

Development of Project

Proposed starting date for project: Contingent upon funding

Expected end date for project: Contingent upon funding

Conceptual plan	☐ Yes	☑ No
Preliminary subdivision	☐ Yes	☑ No
Final subdivision	☐ Yes	☑ No
Preliminary site plan	☐ Yes	☑ No
Final Site plan	☐ Yes	☑ No

Current Zoning of the Site (uses and intensity):

I-2 Industrial:

The purpose of this district is to establish appropriate standards and uses for rail and other transportation-related commercial and light industrial activities;

to provide criteria for off-street parking and loading; and to otherwise facilitate the movement of vehicular traffic and materials transshipment.

Relation to Hudson County Open Space Goals and Objectives

Please check boxes to indicate which Hudson County Open Space Trust Fund goals and objectives relate to your project and in less than 300 words, elaborate in the space provided below.

- ☐ **Recreation**
  Provide accessible open space and recreation opportunities to all Hudson County residents.
- ☐ **Connectivity**
  To link proposed and existing recreation and open space areas into a network accessible through a variety of transportation means, including public transit and bicycle or pedestrian transit.
- ☐ **Environmental Justice**
  To promote the development of park and recreational opportunities in low-moderate income neighborhoods
- ☐ **Urban Ecosystems**
  To encourage environmental resiliency by protecting and strengthening areas of critical resources, including wetlands, floodplains, steep slopes, wildlife habitat, open waters and waterfronts.
- ☐ **Greenspaces & Acquisition**
  To actively acquire and expand green/open spaces and recreational facilities where needed and feasible.
- ☐ **Stewardship**
  To educate the citizenry about existing and future Open Space and recreation opportunities, and continue efforts to increase support for these activities.
- ☐ **Culture & History**

  To ensure protection of the County's historic and cultural resources.

The City of Hoboken seeks funding to expand Southwest Park by adding 39,000 square feet of vacant land located in Block 10 (lots 1-7 and 30-36). The City has also applied to the N.J. Environmental Infrastructure Trust Fund Program for funding to acquire said site. When acquired, the City will engage in a robust, community-driven public planning process to determine planning and design, including, but not limited to passive and active recreational opportunities, as well as green infrastructure.

Project Narrative

Please briefly explain why this project is a high priority for your town. You may describe special features of your project in order to expand or add to previous sections of the application.

Creation of Southwest Park is a goal and objective of Hoboken's 2004 Master Plan (pages 41 and 44), 2010 Master Plan Reexamination Report (pages 26, 57 and 60), 2013 Green Infrastructure Strategic Plan (pages 13 and 26), as well as a recommendation in the Rebuild By Design preferred alternative presentation on September 8, 2016 (slides 33, 36 and 54).

There are very few opportunities to add parks and open space in Hoboken's dense urban environment. In particular, Hoboken's Southwest neighborhood has very limited green space. Therefore, it is important to expand upon the first installment of Southwest Park (Block 12) which is currently under construction.

Upon acquisition, the City will engage in a robust community-driven public planning process to determine the best and most popular recreational and open space uses. The City will also consider utilizing "green infrastructure" to capture stormwater, reduce flooding, non-point source pollution and lessen the effects of combined sewer overflows and sanitary sewer back-ups during rain events.

CHECKLIST			
• Current copy of municipal tax map (printed to 11" x 17" size) identifying block and lot to be acquired.	Required		
• Current copy of Green Acres **Recreational and Open Space Inventory (ROSI)**	Required		
• **Site Plans,** including landscape design and any floor plans. Plans should be prepared by a licensed professional (i.e. arechitect, engineer, planner, landscape architect, etc.) Site plans should identifiy all existing and proposed facilities and any areas of grading, drainage, or proposed tree clearing.	Required		
• Breakdown of construction and maintenance **cost estimates** including operations plan, prepared and signed and sealed by a licensed professional.	Required		
• **Property ownership or lease** documents.	Required		
• **Phased construction punch list** (ONLY items on this list will be reimbursable by HCOSTF grant)	Required		
• **Contract documents** that include the credentials of the project team.	Required		
• **Operation plan-** time line of phases	Required		
• **Non Profits-**letter of endorsement from host municipality as well as an agreement that if selected for funding the municipality will partner with the local nonprofit as a co-grantee on the grant agreement	Required		
• **Property appraisal** prepared in accordance with NJ DEP Green Acres Scope of Work for Appraisal Services, available online at the following webpage: http://www.nj.gov/dep/greenacres/pdf/GUIDE_Preliminary_Assessment.pdf	Required		
• **Preliminary assessment**, as defined by N.J.A.C.7:26E-3.1, conducted on the property to identify the presence of any potentially contaminated areas of concern. The report should be conducted in accordance with NJ DEP Green Acres requirements available online at: http://www.nj.gov/dep/greenacres/prelim.htm	Required		
	Yes	No	N/A
• **Municipal resolution** authorizing the application (required for full application)	☐	☐	☐
• Aerial map, if available. An aerial map may be generated using the **NJ DEP i-Map** environmental mapping tool available on the web at: http://www.nj.gov/dep/gis/geowebsplash.htm	☐	☐	☐
• Property survey signed and sealed by a NJ Licensed Land Surveyor. The survey should be prepared according to the NJ DEP Green Acres Standard Scope of Survey Services, available online at following webpage: http://www.nj.gov/dep/greenacres/survey/scope.html	☐	☐	☐
• Digital images, photographic slides, and/or prints of the project site, if available.	☐	☐	☐
• Letters of support (i.e. municipal officials, local planning and zoning boards, neighborhood associations, residents).	☐	☐	☐
• Please review the Americans with Disability Act (ADA) Standards for Accessible Design guidelines available on the web at: http://www.ada.gov/adastd94.pdf If applicable, have they been included in the Conceptual Site Plan?	☐	☐	☐
• For Historic Preservation projects: Adherence to the Interior Standards http://www.nj.gov/dep/hpo/3preserve/preserve.htm	☐	☐	☐

Hudson County Office Use
Date Received: _____
□ **Further Review Required** **Missing Items:** _____ _____ _____ _____ _____ _____ _____
□ **LOI Complete**

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO APPLY FOR A FEMA PUBLIC ASSISTANCE GRANT FROM THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

WHEREAS, the City of Hoboken desires to apply for and obtain a grant in the approximate amount of $305,631.00 from the New Jersey Department of Community Affairs to carry out a project that provides funding for part, or all, of the 10% match required by the FEMA Public Assistance (PA) Program to pay for recovery activities such as debris removal and emergency protective measures undertaken by Hoboken.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken does hereby authorize the application for such a grant and recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and,

BE IT FURTHER RESOLVED that upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the City of Hoboken and the New Jersey Department of Community Affairs; and,

BE IT FURTHER RESOLVED that the Mayor or her designee is authorized to sign the application and any other documents necessary in connection therewith.

Meeting date: October 5, 2016

APPROVED: **APPROVED AS TO FORM:**

_____ _____
QUENTIN WIEST **BRIAN ALOIA, ESQ.**
BUSINESS ADMINISTRATOR **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				

Pre-register TODAY!

Pre-registration for the 101st Annual NJLM Conference, "Meeting the Challenges of Municipal Government," is now open!

Secure your place for this year's must-attend event with paper or electronic forms right away!

August 29, 2016

Re: Additional Reimbursement of Sandy FEMA Public Assistance for 9 Counties
Applications due by Tuesday, October 18, 2016

Dear Mayor:

Late on Friday, Governor Christie announced financial assistance for eligible disaster recovery costs to Sandy-impacted municipalities, counties, and school districts in the 9 most impacted counties (Atlantic, Bergen, Cape May, Essex, Hudson, Middlesex, Monmouth, Ocean and Union). The Sandy Recovery Division of the Department of Community Affairs has begun accepting applications for the Non-Federal Cost Share ("Match") program, funded by the federal Community Development Block Grant (CDBG) Disaster Recovery funds awarded to the State. **Applications, with appropriate documentation, are due on or before 5:00 p.m. on Tuesday, October 18, 2016**. The Sandy Recovery Division will review and approve applications based on eligibility with the CDBG Disaster Recovery program.

The Match Program is intended to provide funding for part, or all, of the 10 percent match required by the FEMA Public Assistance (PA) Program to pay for recovery activities such as debris removal and emergency protective measures undertaken by municipalities, counties or school districts in the immediate aftermath of Superstorm Sandy. The eligible disaster recovery project categories under the FEMA PA Program for the local cost share are: Category A (Debris Removal) and Category B (Emergency Protective Measures).

The application is available at www.renewjerseystronger.org/communities/non-federal-cost-shares-match-program/ and must be submitted to the Sandy Recovery Division **on or before 5:00 p.m. on Tuesday, October 18, 2016.**

For questions regarding the Match Program or the application, please contact the Sandy Recovery Division at FEMALocalMatch@dca.nj.gov or call (609) 633-7363 or (609) 292-8340.

Sincerely,

Michael J. Darcy, CAE
Executive Director

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. __

RESOLUTION APPROVING FLANAGAN CONTRACTING GROUP'S REQUEST FOR A CONSTRUCTION NOISE WAIVER FOR WORK ON THE SOUTHWEST PARK PROJECT IN ACCORDANCE WITH HOBOKEN CODE SECTION 133-9(C)

WHEREAS, according to the City of Hoboken's Code § 133-9(c), "[a]ll construction and demolition activity, excluding emergency work, shall not be performed between the hours of 6:00 p.m., and 8:00 a.m. on weekdays or at any time during weekends and federal holidays. Work crews may be on site between 7:00 a.m. and 8:00 a.m. to do preparatory work, but no motorized equipment, including but not limited to pile drivers, jackhammers, riveters, stone breakers, cranes, earthmoving equipment, compressors, saws and cutting equipment, and any other such equipment that is plainly audible beyond the real property line, shall be operated before 8:00 a.m. Work may take place after hours and on weekends only with express authorization from the approving Board and only after a noise mitigation plan has been submitted to that Board"; and,

WHEREAS, the County of Hudson authorized a contract for construction services for improvements to Southwest Park with Flanagan's Contracting Group; and,

WHEREAS, Flanagan's Contracting Group has requested a waiver of the provisions of §133-9(c) to allow for work crews to arrive on site at 7:00 a.m. and immediately begin working during the month of October in order to move soil off site to a disposal facility in Atlantic County in a more efficient manner pursuant to the e-mail from Robert Flanagan Jr. to Peter Balnius of Suburban Consulting dated September 28, 2016 which is attached hereto; and,

WHEREAS, the City seeks to provide for said waiver for the benefit of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Council hereby grants Flanagan Contracting Group's request for a construction noise waiver pursuant to Hoboken Code Section 133-9(c) so that construction may start at 7:00 a.m. during the month of October; and,

BE IT FURTHER RESOLVED, this resolution shall be effective immediately upon adoption.

Meeting date: October 5, 2016

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				
Tiffany Fisher				
David Mello				
Ruben Ramos, Jr.				
Michael Russo				
Jen Giattino, Council President				

Patrick Wherry

To: Patrick Wherry
Subject: Early Start Time for Flanagan's Contracting Group, Inc.

From: Peter Balnius [mailto:pbalnius@suburbanconsulting.com]
Sent: Wednesday, September 28, 2016 3:40 PM
To: Stephen Marks
Subject: FW: Early Start Time from FCGI

FYI for trucking to farthest facility.

PETER BALNIUS, Department Manager/Senior Construction Observer
SUBURBAN CONSULTING ENGINEERS, INC.
(p) 973-398-1776 ext. 2301
(c) 201-841-6089
Excellence, Economy, Environment

From: Robert Flanagan Jr [mailto:jr@flanagansinc.com]
Sent: Wednesday, September 28, 2016 3:31 PM
To: Peter Balnius <pbalnius@suburbanconsulting.com>
Subject: Early Start Time

Peter,

We are requesting to have a 7AM start time on days that we will be trucking material to the disposal facility in Atlantic County. We have to guarantee 2 loads per truck per day, with their round trip taking 5 hours. This is an operation we expect to take 10 days over the course of the project. We plan on having a few back to back days to get rid of the surplus pile that we have then there will be a few more days throughout the project.

Please let me know what the answer from the council is.

Thanks

Bob Jr

--
Robert Flanagan Jr
Project Manager
Flanagan's Contracting Group Inc.

jr@flanagansinc.com
(908) 458-3676

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ACCEPT AND QUALIFY RESPONSES TO A REQUESTS FOR QUALIFICATION ISSUED FOR PROFESSIONAL PLANNING/FINANCIAL SERVICES TO THE CITY FOR A PERIOD OF ONE (1) YEAR FOR A TERM TO EXPIRE OCTOBER 5, 2017

WHEREAS, it is occasionally necessary for the City of Hoboken to engage the services of a qualified firm and/or professional to perform professional planning/financial services; and,

WHEREAS, the City issued a Request for Qualifications for Professional Planning/Financial Services to the City, in compliance with the process for awarding a professional service contract pursuant to Hoboken Code §20A; and,

WHEREAS, the City's review team has determined that the below listed respondents to the RFQ provide the City with the best options for efficient and effective professional planning/financial services, through October 5, 2017, and are each qualified to be considered by the City Administration, if and when the Administration finds it necessary to engage the services of such respondent.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the below listed respondents be and are hereby deemed qualified to be contracted to perform professional planning/financial services, as necessary, when determined by the Administration, through October 5, 2017:

4Ward Planning Inc.
100 Park Avenue, 16th Floor
New York, NY 10017

Acacia Financial Group, Inc.
601 Route 73 North
Suite 206
Marlton, NJ 08053

Value Research Group, LLC
301 South Livingston Avenue
Suite 104
Livingston, NJ 07039

NW Financial Group, LLC
2 Hudson Place, 3rd Floor

Hoboken, NJ 07030

Camoin Associates
120 West Avenue, Suite 303
Saratoga Springs, NY 12866

Phoenix Advisors, LLC
4 West Park Street
Bordentown, NJ 08505

Meeting date: October 5, 2016

APPROVED: **APPROVED AS TO FORM:**

_____ _____

QUENTIN WIEST **BRIAN ALOIA, ESQ.**
BUSINESS ADMINISTRATOR **CORPORATION COUNSEL**

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

CITY OF HOBOKEN
Office of Corporation Counsel

DAWN ZIMMER
Mayor

BRIAN ALOIA
Corporation Counsel

To: Quentin Wiest
Juan Melli
Brandy Forbes

CC: Mayor Zimmer
Brian Aloia
Al Dineros

From: Alyssa Bongiovanni, Esq.
Re: Evaluation Results for: RFP 16-08 – Professional Planning/Financial Services
Date: September 30, 2016

Please be advised, that as of September 30, 2016, all evaluations for RFQ 16-08 - Professional Planning/Financial Services were received in the Law Department and reviewed. The evaluation results were as follows:

	NW Financial Group	**Camoin Associates**	**4Ward Planning**	**Value Research Group**	**Phoenix Advisors**	**Acacia Financial Group**	**Norton Financials**
Quentin Wiest	82	89	89	92	73	73	17
Juan Melli	100	100	100	100	100	100	75
Brandy Forbes	97	93	90	88	87	86	28

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

TOTALS:	279	282	279	280	260	259	120

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

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

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MAGIC TOUCH CONSTRUCTION COMPANY, INC. FOR PLUMBING SERVICES AND RELATED PARTS AND SUPPLIES TO THE CITY OF HOBOKEN IN ACCORDANCE WITH EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) 16/17-19 COOPERATIVE CONTRACT IN THE TOTAL NOT TO EXCEED AMOUNT OF $100,000.00 FOR A ONE YEAR TERM TO EXPIRE OCTOBER 5, 2017

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Magic Touch Construction Company, Inc. has been approved for an ESCNJ Cooperative Contract ESCNJ 16/17-19, which cooperative the City is a part of; and,

WHEREAS, the City requires general plumbing services and related parts and supplies, and therefore wishes to contract with Magic Touch Construction Company pursuant to their cooperative contract ESCNJ 16/17-19 for said services, parts, and supplies for a term of one (1) year, to expire October 5, 2017.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the below-listed vendor is authorized to provide plumbing services, parts, and supplies described in the ESCNJ contract, for a total not to exceed amount of One Hundred Thousand Dollars ($100,000.00), for a one-year term to commence October 5, 2016, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.

2. The contract entered into hereunder shall at all times be compliant with the terms and conditions of the underlying ESCNJ Cooperative Contract 16/17-19, which shall be incorporated into the City's contract by reference.

3. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken.

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, voucher and/or purchase order for the abovementioned goods and/or services with:

Magic Touch Construction Company, Inc.
59 West Front Street
Keyport, NJ 07735

Meeting date: October 5, 2016

APPROVED: **APPROVED AS TO FORM:**

_____ _____

Quentin Wiest
Business Administrator

Brian Aloia, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO MAGIC TOUCH CONSTRUCTION COMPANY, INC. FOR PLUMBING SERVICES AND RELATED PARTS AND SUPPLIES TO THE CITY OF HOBOKEN IN ACCORDANCE WITH ESCNJ 16/17-19 COOPERATIVE CONTRACT IN THE TOTAL NOT TO EXCEED AMOUNT OF $100,000.00 FOR A ONE YEAR TERM TO EXPIRE OCTOBER 5, 2017

AMOUNT TO BE CERTIFIED:

$30,000.00 – 2016 Budget

ACCOUNT NUMBER TO CERTIFY FROM:

6-31-55-702-002 - $10,000.00
6-01-28-377-046 - $20,000.00

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that

$30.000.00 is available in the following appropriation: 6-31-55-702-002 - $10,000.00 and 6-01-28-377-046 - $20,000.00; and I further certify that, upon adoption of 2017 budget, I will immediately review the CY2017 budget to determine whether the additional $70,000.00 balance is available and appropriated in the CY2017 budget, as adopted; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

Educational Services Commission of New Jersey
Cooperative Pricing System

Current Bid Awards - with links

CURRENT ESCNJ BID AWARDS
New Jersey State Approved Co-op # 65MCESCCPS

Current Bid	Bid #	Bid Term	Awarded to	Pricing
ACT Hosted Phone Services	RFP MRESC 15/16-36	11/13/15 -11/12/18	Data Network Services, Cablevision Lightpath & Xtel	DNS Service Pricing DNS Phone Pricing DNS Call Pricing Lightpath Pricing Xtel Pricing
ACT Telecommunications (Regional/Lg. Distance)	MRESC 11/12-38	7/1/12 - 6/30/15 Extended: 7/1/15 - 6/30/17	Xtel	Pricing
ACT Wide Area Network Services	MRESC 13/14-49	1/17/14 - 1/16/17	Xtel	Pricing
Apple Educational Products Click here to see How to use the Apple Award	MRESC 15/16-69	5/13/16 - 5/12/17	Apple	Pricing
Athletic Equipment & Supplies	MRESC 14/15-61	5/9/15 - 5/8/16 - Extended to 5/8/17	Various	Pricing
Athletic Equipment Reconditioning and Repair	MRESC 15/16-27	11/19/15 - 11/18/16, Extended to 11/18/17	Riddell	Pricing
Automotive Fluids & Lubricants	MRESC 14/15-67	2/20/15 -2/19/16 Extended to 2/19/17	David Weber	Pricing
Bleacher (Interior) Systems- Purchase & Installation	MRESC 14/15-62	4/24/15 - 4/23/16, Extended to 4/23/17	Nickerson Corporation	Pricing # 1- 11 Pricing # 12 Pricing # 13 Accessories Matrix Rates
Bleacher (Exterior) Systems-Purchase & Installation	MRESC 15/16-60	3/18/16 - 3/17/17	Nickerson Corporation	Pricing
Boiler, Maintenance & Repair	MRESC 15/16-52	1/18/16 - 1/17/18	Manhattan Welding Company, Inc. & Multitemp Mechanical, Inc.	Pricing
Building Access & Security Systems	MRESC 15/16-70	4/29/16 - 4/28/18	Open Systems	Pricing Labor Rates
Carpet	MRESC 14/15-79	7/1/15 -6/30/17	Caddell Commercial Interiors Direct, Hannon Floor Coverings, The Gillespie Group, West Carpet	Market Basket Year one Market Basket-Year two Catalog Discounts - Year one and two Additional Services -Year One Additional Services Year Two - Gillesepie Additional Services - Gillespie
Classroom Supplies	MRESC 15/16-68	7/1/16 - 6/30/17	School Specialty	Pricing
Classroom Supplies - *Cosmetology*	MRESC 14/15-11	7/27/14 - 7/26/15 Extended to 7/26/16 - Extended to 7/26/17	Burmax	Pricing
Concrete Repair Systems - Ardex	MRESC 15/16-56	2/19/16 - 2/18/17	RFS Commercial	Pricing
Copy Paper -White and Color	MRESC 14/15-51	1/1/15 - 6/30/15 Extended to 12/31/15	W. B. Mason	Pricing

• Air Filters • Batteries & Flashlights • Hand Tools • Material Handling Repairs • Power Tools & Accessories • Safety • Welding & Soldering		Extended to 10/23/16	MSC Industrial Supply, Inc. - Free shipping & Oak Security Group, LLC	Market Basket Pricing Catalog Pricing Labor/Travel time for Oak Security Padlock Model Changes
Maintenance, Repair & Operation Part II • Appliances • Electrical Supplies • Fasteners • HVAC • Outdoor Garden Supplies & Equipment • Paint & Accessories • Plumbing Supplies • Pneumatic Tools • Security Supplies	MRESC 14/15-52	11/21/14-10/23/15 Extended to 10/23/16 Extended to 10/23/17	AmSan, Ferguson, Griffith (AmSan -now known as SupplyWorks)	Market Basket Pricing - • Appliances • Electrical • Fasteners • HVAC • Outdoor Garden Supplies • Paint • Plumbing Catalog Pricing
Medical Supplies	MRESC 14/15-33	1/16/15-1/15/16, Extended to 1/15/17	V. E. Ralph & Sons	Pricing
Medicaid Billing Services AEPA Association of Educational Purchasing Agents	MRESC/AEPA-IFB #013-C	3/1/14 - 2/28/15 Extended to 2/29/16 Extended to 2/28/17	Sivic Solutions Group	Pricing
Musical Instruments New!	MRESC 14/15-60	6/5/15 - 6/4/16 - Extended to 6/4/17	K & S Musical, Inc. Music & Art Centers	Pricing
Natural Gas - Supply of	MRESC 13/14-14	E-Town, NJ Natural & South Jersey - Extended to 11/30/16 at new blended rates	Woodruff Energy	Prices
Natural Gas - Supply of	ESCNJ 16/17-27	E-Town only - 12/1/16 - 11/30/18	Woodruff Energy	Pricing
Natural Gas - Supply of	MRESC 15/16-17	1/1/16 - 12/31/17	Direct Energy	Pricing
Nursing Services	ESCNJ 16/17-26	7/29/16 - 7/28/17	Delta-T	Pricing
Occupational & Physical Therapy Services	MRESC 14/15-49	7/1/15 - 6/30/17	Staffing Plus & EBS Healthcare	Pricing
Office Supplies	MRESC 15/16-13	7/1/15-6/30/16 - Extended to 6/30/17	W. B. Mason	Market Basket Pricing Catalog Category Discounts Tips for Ordering Online Registration
Paving - Job Order Contracting - All Regions New!	MRESC 15/16-83	6/3/16 - 6/2/17	Ascend Construction Murray Paving & Concrete, LLC	Pricing
Pest Control Services with IPM Management New!	ESCNJ 16/17-30	9/16/16 - 9/15/17	Tri-County Termite & Pest Control, Inc.	Pricing
Playground Equipment, Site Furnishings, Outdoor Circuit Training Equipment and Related Products	MRESC 16/17-13	7/1/16 - 6/30/17	MRC, Inc. Core Elements Gym, Inc.	Pricing
Playground Surfacing	MRESC 14/15-09	7/1/14-6/30/15 Extended to 6/30/16 Extended to 6/30/17	Downes, Rubbercycle and Whirl	Pricing
Plumbing - Job Order Contracting - Select Counties	MRESC 15/16-15	6/5/15 - 6/4/16, Extended to 6/4/17	Magic Touch	Pricing
Plumbing - Job Order Contracting Regions 4 and 5	MRESC 15/16-61	4/29/16 - 4/28/17	ezIQc Gordian Group	Pricing
Plumbing Services Time and Material - Bergen County only	MRESC 15/16-64	4/29/16 - 4/28/17	Magic Touch Construction Co., Inc.	Pricing
Plumbing Services Time and Material -Select Counties	ESCNJ 16/17-19	7/1/16 - 6/30/18	Magic Touch Construction Co., Inc.	Pricing
Pool Supplies	MRESC 14/15-80	3/27/15 - 3/26/16 , Extended to 3/26/17	Leslie's Pool Supplies Main Line Commercial Pools, Inc. Leslie's Poolmart & Main Line	Pricing Searchable Price List
Printing Services	MRESC 15/16-21	9/1/15 - 8/31/16, Extended to 8/31/17	Various	Pricing

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 19, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award a Contract for Plumbing Services

The City needs plumbing services for maintenance of public garages, buildings and City owned parks.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Magic Touch Construction has been approved for an ESCNJ Cooperative Contract 16/17-19, which cooperative the City is a part of.

I therefore recommend awarding the contract to the following vendor for not to exceed amount of $100,000.00:

Magic Touch Construction Company, Inc.
59 West Front Street
Keyport, NJ 07735

This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken.

The following is the breakdown for certification of funds:

6-31-55-702-002- $10,000.00
6-01-28-377-046 - $20,000.00

The remaining $70,000.00 shall be certified upon adoption of the 2017 budget.

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MTB ELECTRIC FOR GENERAL ELECTRICAL SERVICES TO THE CITY OF HOBOKEN IN ACCORDANCE WITH MRESC COOPERATIVE CONTRACT 15/16-24 FOR A TERM TO EXPIRE ON JUNE 30, 2017 IN THE AMOUNT OF $40,000.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and MTB Electric has been approved for an MRESC Cooperative Contract (15/16-24), which cooperative the City is a part of; and,

WHEREAS, the City requires an annual contract for general electrical services, including time and material; and,

WHEREAS, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract with MTB Electric for electrical services and related goods under the terms of their MRESC contract (15/16-24), which contract shall expire on June 30, 2017, which is the date that the cooperative contract expires.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide general electrical services, including time and material, as described in the MRESC contract, for an amount not to exceed Forty Thousand Dollars ($40,000.00), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken.
3. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.
4. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services with:

   MTB Electric
   366 Fairview Avenue
   Long Valley, NJ 07853

Meeting date: October 5, 2016

APPROVED: **APPROVED AS TO FORM:**

QUENTIN WIEST **BUSINESS ADMINISTRATOR**	**BRIAN ALOIA, ESQ.** **CORPORATION COUNSEL**

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO MTB ELECTRIC FOR GENERAL ELECTRICAL SERVICES TO THE CITY OF HOBOKEN IN ACCORDANCE WITH MRESC COOPERATIVE CONTRACT 15/16-24 FOR A TERM TO EXPIRE ON JUNE 30, 2017 IN THE AMOUNT OF $40,000.00

AMOUNT TO BE CERTIFIED:

$40,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

From the CY2016 Budget:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $15,000.00 is available in the following appropriation:_____; and I further certify that, upon adoption of 2017 budget, I will immediately review the CY2017 budget to determine whether the additional $25,000.00 balance is available and appropriated in the CY2017 budget, as adopted; and, I further certify that this commitment together with all previously made commitments and payments does not exceed the funds and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 19, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award a Contract for Electrician Services including time and material

The City requires electrical services for maintenance of public garages, buildings and City owned parks.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and MTB Electric has been approved for an MRESC Cooperative Contract (15/16-24), which cooperative the City is a part of.

I recommend awarding the contract to the following vendor for not to exceed $40,000.00:

MTB Electric
366 Fairview Avenue
Long Valley, NJ 07853

This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken.

The following is the breakdown for certification of funds:

6-31-55-702-002 - $5,000.00
6-01-28-377-046 - $15,000.00

The remaining $25,000.00 shall be certified upon adaption of the 2017 budget.

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

MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION
NEW JERSEY STATE APPROVED COOPERATIVE PRICING SYSTEM #65MCESCCPS
ELECTRICAL SERVICES – TIME AND MATERIAL
BID #MRESC 15/16-24 ♦ BID TERM: 7/1/2015 – 6/30/2017 (with extensions as permitted by law)

Bid Date: June 23, 2015
4 Bid Package Requested
7 Bid Packages Received

That the Executive Committee approve the award of the Electrical Services – Time and Material – bid #MRESC 15/16-24 to **MTB Electric**, 366 Fairview Avenue, Long Valley, NJ 07853, **Facility Solutions Group, Inc.,** 224 Washington Street, Perth Amboy, NJ 08861, **Northeast Electrical Services, LLC,** 402 Airport Drive, Williamstown, NJ 08094, **Redmann Electric Co., Inc.,** 90 Lawlins Park, Wyckoff, NJ 07481, as follows:

DPMC Classification - Electrician		Journeyman		Apprentice		Foreman	
County	**Vendor**	**Year 1**	**Year 2**	**Year 1**	**Year 2**	**Year 1**	**Year 2**
Atlantic	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Bergen	MTB Electric	$82.00	$83.00	$20.00	$29.00	$93.00	$95.00
Burlington	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Camden	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Cape May	MTB Electric	$84.00	$85.00	$35.00	$37.00	$95.00	$97.00
Cumberland	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Essex	MTB Electric	$82.00	$84.00	$30.00	$30.00	$92.00	$94.00
Gloucester	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Hudson	MTB Electric	$83.00	$83.00	$29.00	$30.00	$93.00	$95.00
Hunterdon	MTB Electric	$82.19	$84.04	$25.00	$30.00	$92.03	$94.11
Mercer	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Middlesex	Redmann Electric	$81.05	$82.54	$24.31	$24.77	$93.41	$95.15
Monmouth	Facility Solutions Group	$88.00	$90.00	$60.00	$62.00	$102.00	$105.00
Morris	MTB Electric	$80.00	$83.00	$20.00	$20.00	$90.00	$94.00
Ocean	MTB Electric	$82.00	$84.00	$29.00	$30.00	$93.00	$93.00
Passaic	MTB Electric	$82.19	$84.04	$32.87	$33.61	$92.03	$94.11
Salem	Northeast Electrical Services	$98.00	$98.00	$40.00	$40.00	$98.00	$98.00
Somerset	MTB Electric	$80.00	$82.00	$20.00	$20.00	$90.00	$92.00
Sussex	MTB Electric	$80.00	$82.00	$20.00	$20.00	$90.00	$92.00
Union	MTB Electric	$80.00	$83.00	$20.00	$25.00	$90.00	$93.00
Warren	MTB Electric	$82.19	$84.04	$32.87	$33.60	$92.03	$94.11

Parts Bid – Expressed as a percentage markup over cost		
Vendor	**Year One**	**Year Two**
Northeast Electrical Services	15%	15%
MTB Electric	0%	0%
Redmann Electric	0%	0%
Facility Solutions Group	9.9%	9.9%

Performance Bond Option - $ Cost per $1,000 ($/$1K)		
Vendor	**Year One**	**Year Two**
Northeast Electrical Services	$14.40	$14.40
MTB Electric	$30.00	$30.00
Redmann Electric	$20.27	$20.27
Facility Solutions Group	$20.00	$20.00

Include contract number and MRESC Co-op number on all purchase orders.

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO BORTEK INDUSTRIES TO PURCHASE TWO (2) HAULER DIESEL 4X4 CREW CABS FOR HOBOKEN ENVIRONMENTAL SERVICES IN ACCORDANCE WITH NIPA COOPERATIVE CONTRACT #16448 IN THE TOTAL AMOUNT OF $50,340.00

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Textron Inc., has been approved for National Intergovernmental Purchasing Alliance (NIPA) Cooperative Contract #16448, which cooperative the City is a part of; and,

WHEREAS, the City requires two (2) Hauler 4x4 Crew Cabs for Hoboken Environmental Services and wishes to contract with Bortek Industries, an authorized retailer of Textron Inc. in New Jersey, for these items pursuant to the Cooperative Contract #16448.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the services and related goods described in the NIPA contract, for an amount not to exceed Fifty Thousand Three Hundred Forty Dollars **($50,340.00),** as follows:

1. The above recitals are incorporated herein as though fully set forth at length.

2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this Resolution.

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the above mentioned goods and/or services with:

   Bortek Industries
   100 N 12th Street
   Kenilworth, NJ 07033
   Somerset, NJ 08873

Meeting date: October 5, 2016

APPROVED: **APPROVED AS TO FORM:**

_____ _____
QUENTIN WIEST **BRIAN ALOIA, ESQ.**

BUSINESS ADMINISTRATOR **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:

AMOUNT TO BE CERTIFIED:

$50,340.00

ACCOUNT NUMBER TO CERTIFY FROM:

RESOLUTION AWARDING A CONTRACT TO BORTEK INDUSTRIES TO PURCHASE TWO (2) HAULER DIESEL 4X4 CREW CABS FOR HOBOKEN ENVIRONMENTAL SERVICES IN ACCORDANCE WITH NIPA COOPERATIVE CONTRACT #16448 IN TOTAL AMOUNT OF $50,340.00

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $50,340.00 is available in the following appropriation: _____; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

E-Z-GO DIVISON OF TEXTRON INC

National IPA Quotation Form

1451 Marvin Griffin Road
Augusta, GA 30906-3852

Member # ***NIPA16448***

Phone: (845)654-0690
Fax: (706)792-2098

National IPA Contract Number

Contract Dates: 1/01/2014 - 12/31/2019

Terms: Net 30 Days

E-Mail: mfiduk@textron.com
Duns #: 023211535 FEIN #: 05 03 15468

Date:	9/6/2016	Ship To:	Bortek Industries
Agency Name:	City of H		100 N 12th St, Kenilworth, NJ 07033
Address:	94 Washington Street		(877) 814-0658
City, State, Zip:	Hoboken, NJ 07030	E-Mail:	jr@bortekindustries.com
Contact:	Arch Liston	Fax Number:	
Phone Number:	(201) 420-2049		

Model	Part #	Qty			Retail Price	NIPA Contract	Extended Price
Hauler Diesel 4x4 Crew Cab	638484	2			**$16,744**	**$11,720.80**	**$23,441.60**

Accessories / Options

Description	Part #	Qty	Factory Installed	Dealer Installed			
Body Color - Patriot Blue	STD	2	xx		$0.00	$0.00	**$0.00**
Seat Color - Black	STD	2	xx		$0.00	$0.00	**$0.00**
22 hp (16.4 kW), 3-cylinder, 61.5 ci (1,007 cc)	STD	2	xx		$0.00	$0.00	**$0.00**
All Terrain 25 x 10 x 12 (Set of 4)	STD	2	xx		$0.00	$0.00	**$0.00**
2 Glove Boxes (1 with door, 1 without door)	STD	2	xx		$0.00	$0.00	**$0.00**
Cup Holders x 2	STD	2	xx		$0.00	$0.00	**$0.00**
3-point Seat Belts (4 sets)	STD	2	xx		$0.00	$0.00	**$0.00**
Air Filter	STD	2	xx		$0.00	$0.00	**$0.00**
Back-up Alarm	STD	2	xx		$0.00	$0.00	**$0.00**
Brush Guard	STD	2	xx		$0.00	$0.00	**$0.00**
Comfort Grip Steering	STD	2	xx		$0.00	$0.00	**$0.00**
Dash-mounted 12V Oulet	STD	2	xx		$0.00	$0.00	**$0.00**
Dash-mounted High/Low Speed Selector	STD	2	xx		$0.00	$0.00	**$0.00**
Headlights	STD	2	xx		$0.00	$0.00	**$0.00**
Horn	STD	2	xx		$0.00	$0.00	**$0.00**
Parking Brake Alarm	STD	2	xx		$0.00	$0.00	**$0.00**
2' Rear Hitch Receiver	STD	2	xx		$0.00	$0.00	**$0.00**
Rear Wheel Mud Guards	STD	2	xx		$0.00	$0.00	**$0.00**
ROPS	STD	2	xx		$0.00	$0.00	**$0.00**
Heavy Duty Front Receiver for Plow	625369	2	xx		$516.00	$361.20	**$722.40**
Safety Lamp Kit (Brake lights, turn signals and hazard switch)	STD	2	xx		$0.00	$0.00	**$0.00**
Heater/Defroster, Radiator System	627519	2	xx		$824.00	$576.80	**$1,153.60**
Install Heater system		2	xx		$175.00	$122.50	**$245.00**
Strobe Light Kit	618916	2	xx		$237.00	$165.90	**$331.80**
Work Lamp Forward Lighting over the windshield	617354	2	xx		$103.00	$72.10	**$144.20**
Hard Cab (Includes wiper, removable doors, kick-out windshield	627400	2			$4,119.00	$2,883.30	**$5,766.60**
Hard Cab installation		2			$300.00	$210.00	**$420.00**
Hydraulic Package (need to lift rear bed)	639065	2	xx		$1,762.00	$1,233.40	**$2,466.80**
Hydraulic Package installation		2			$300.00	$210.00	**$420.00**
Removal of Rear Seats and creation of extended bed	CUSTOM	2			$2,160.00	$1,512.00	**$3,024.00**
Refuse Aluminum Box (hydraulic dump)	CUSTOM	2	xx		$6,500.00	$4,550.00	**$9,100.00**
SUBTOTAL		2					**$47,236.00**
Freight to NJ		2			$736.00	$552.00	**$1,104.00**
Dealer Prep, Assembly, & PDI		2			$350.00	$750.00	**$1,500.00**
Local Delivery Charge		2			$50.00	$250.00	**$500.00**
GRAND TOTALS						$25,170.00	**$50,340.00**

Comments: Shipping is FOB Destination within the 48 contigious United States

Delivery: Ninety (90) Days, From receipt of order.

Michael Fiduk
Territory Sales Manager, Northeast US

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 28, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award the Contract to Purchase Two (2) Crew Cab 4 X 4 (Cushman) for Environmental Services - NTE $50,340.00

Environmental Services requires two (2) Crew Cab 4x4 Haulers (Cushman).

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Textron Inc., has been awarded National Intergovernmental Purchasing Association Alliance (NIPA) Contract 16448, which cooperative the City is a part of.

Bortek Industries is an authorized retailer of Textron Inc. in New Jersey.

I recommend awarding the contract to the following vendor for not to exceed $50,340.00:

Bortek Industries
100 N 12th Street
Kenilworth, NJ 07033
Somerset, NJ 08873

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MAGIC TOUCH CONSTRUCTION COMPANY, INC. FOR PLUMBING REPAIR AT THE HOBOKEN FIREHOUSE IN ACCORDANCE WITH ESCNJ COOPERATIVE CONTRACT 16/17-19 IN THE TOTAL AMOUNT OF $54,401.80

WHEREAS, the City was previously under contract with Magic Touch Construction Company, Inc. ("Magic Touch") for general plumbing services to the City, which contract expired; and,

WHEREAS, the City required plumbing repair at Hoboken Firehouse, and therefore Magic Touch provided a proposal for said services; and,

WHEREAS, the Director in charge of the project was under the impression that the prior contract was still in effect, and therefore allowed Magic Touch to perform the required repair work; and,

WHEREAS, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Magic Touch has been approved for an ESCNJ Cooperative Contract 16/17-19, which cooperative the City is a part of; and,

WHEREAS, the Administration recommends approval of the contract with Magic Touch in accordance with the ESCNJ Cooperative Contract, in the amount of $54,401.80, due to the fact that the work was already performed and under the cooperative, public bidding is not required.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that a contract may be entered with Magic Touch in the amount of Fifty Four Thousand Four Hundred One Dollars and Eighty Cents ($54,401.80) to compensate them for the work that has been performed relative to the required plumbing repairs at the firehouse, pursuant to the following conditions:

1. The contract entered into hereunder shall at all times be compliant with the terms and conditions of the underlying ESCNJ Cooperative Contract 16/17-19, which shall be incorporated into the City's contract by reference.

2. 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.

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services with:

Magic Touch Construction Company, Inc.
59 West Front Street
Keyport, NJ 07735

Meeting date: October 5, 2016

APPROVED: **APPROVED AS TO FORM:**

_____ _____

QUENTIN WIEST **BRIAN ALOIA, ESQ.**
BUSINESS ADMINISTRATOR **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 MAGIC TOUCH CONSTRUCTION COMPANY, INC. FOR PLUMBING REPAIR AT THE HOBOKEN FIREHOUSE IN ACCORDANCE WITH ESCNJ COOPERATIVE CONTRACT 16/17-19 IN THE TOTAL AMOUNT OF $54,401.80

AMOUNT TO BE CERTIFIED:

$54,401.80

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $54,401.80 is available in the following appropriation: C-04-60-716-311; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

MAGIC TOUCH CONSTRUCTION CO., INC.
EDWARD C. BURLEW
59 W FRONT ST, KEYPORT, NJ 07735
Phone: 732-888-9625 Fax: 732-888-9624
Magictouch1972@yahoo.com
Plumbing License#7124 Fire Sprinkler License# P00526
Electrical License# 34EI01543800 HVAC#19hc00176300
CONSTRUCTION*PLUMBING*HVAC*FIRE SPRINKLER SYSTEMS*UNDERGROUND UTILITY*ELECTRICAL

Invoice

Invoice #:	M5368
Job Location	
Fire House Clinton Ave	
Date	9/2/2016
P.O. No.	(201) 420-2012
Date of Service	9/2/2016

Customer

City of Hoboken
Division of Purchsing
94 Washington St.
Hoboken, NJ 07030

Visit us at: http://magictouchplumbingheating.com/

hours-Qty	Description	Unit Price	Total
	e-mail - lpellegrini@hobokennj.gov We demoed concrete sidewalk and asphalt road to excavate the water and sewer line into the fire house.		
216	9 plumbers @ 8 hours each	82.30	17,776.80
	Subtotal		17,776.80
3	Excavator (3) days	1,500.00	4,500.00
3	Tow Behind Air Compressor (3) days	550.00	1,650.00
3	Jumping Jack (3) days	325.00	975.00
3	Gas Demo Saw (3) days	225.00	675.00
1	Disposal of 40 yards of fill	3,500.00	3,500.00
1	Pom-Pom Pneumatic Tamper	225.00	225.00
1	coal patch for tamp fixing sidewalk	695.00	695.00
1	No Parking signs	250.00	250.00
1	Permit Fees parking utility and construction & police	3,500.00	3,500.00
3	dump truck for 3 days	2,100.00	6,300.00
	Subtotal		22,270.00
1	Misc water piping materials	3,550.00	3,550.00
1	Misc sewer line materials	2,500.00	2,500.00
1	40 yards of DGA fill	7,000.00	7,000.00
	Subtotal		13,050.00
	10% Material Charge	10.00%	1,305.00

Terms Net 30	**Payments/Credits** $0.00	**Balance Due $54401.80**
Due Date 10/2/2016		

NOTE
We specialize in construction, plumbing, electrical, underground utility and HVAC.

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: September 14, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award a Contract for Plumbing Services

The City needs immediate plumbing repair to the Hoboken Firehouse.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Magic Touch Construction has been approved for an ESCNJ Cooperative Contract 16/17-19, which cooperative the City is a part of.

Magic Touch Construction provided the proposal for said services and supplies.

I recommend awarding the contract to the following vendor for not to exceed amount of $54,401.80:

Magic Touch Construction Company, Inc.
59 West Front Street
Keyport, NJ 07735

AMOUNT TO BE CERTIFIED:

$54,401.80

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-311

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

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO ROOF MANAGEMENT, INC. FOR THE ROOF REPLACEMENT AT MIDTOWN FIREHOUSE PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 16 - 18 IN THE TOTAL AMOUNT OF $96,000.00

WHEREAS, six (6) bids were received for roof replacement at the Midtown Firehouse project, as specified in Bid Number 16-18; and,

WHEREAS, the three (3) lowest bids were:

VENDOR	BID PROPOSALS
1. Roof Management, Inc. 1627 Wyckoff Road Wall, NJ 07727	Base Bid - $96,000.00
2. Arch Concept Construction, Inc. 351 West Clinton Street Haledon, NJ 07508	Base Bid - $105,684.00
3. Mak Group, LLC 40 Summit Avenue Clifton, NJ 07026	Base Bid - $112,000.00

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 16-18 with Roof Management, Inc. as they submitted the lowest, responsible, and responsive bid in the amount of $96,000.00.

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

A. Roof Management, Inc. is awarded the contract for Bid No. 16 - 18, in an amount not to exceed Ninety Six Thousand Dollars ($96,000.00) for the roof replacement at Midtown Firehouse project in accordance with the specifications as set forth in the City's Bid No. 16 - 18.

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 terms of the specifications and the vendor's corresponding bid proposal documents. No exceptions were noted in the City's Engineer's recommendations and therefore none will be accepted in performing obligations under the bid.

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 contracted amount 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: October 5, 2016

APPROVED: **APPROVED AS TO FORM:**

_____ _____

QUENTIN WIEST **BRIAN ALOIA, ESQ.**
BUSINESS ADMINISTRATOR **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 ROOF MANAGEMENT, INC. FOR THE ROOF REPLACEMENT AT MIDTOWN FIREHOUSE PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 16 - 18 IN THE TOTAL AMOUNT OF $96,000.00

AMOUNT TO BE CERTIFIED:

$96,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $96,000.00 is available in the following appropriation: _____; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

3 University Plaza Drive, Suite 600, Hackensack, NJ 07601 t: 201.941.3040 f: 201.941.5426
www.rscarchitects.com

September 29, 2016

Mr. Al B. Dineros, QPA
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Roof Replacement at Midtown Firehouse
Bid No. 16-18
RSC Project # 46-16-001

Dear Mr. Dineros:

After review of the bids received on September 30, 2016 for the above captioned project this office has no objection to award of contract to the lowest responsible bidder as follows:

Roof Management, Inc. Base Bid: $96,000.00
1627 Wyckoff Road
Wall, NJ 07727

Tel. 732-919-7663
Fax 732-919-7662

BIDDERS	BASE BID
Roof Management, Inc.	$96,000.00
Arch Concept Construction, Inc.	$105,684.00
Mak Group, LLC	$112,000.00
Billy Contracting	$115,500.00
ARCO Construction	$139,000.00
Laumar Roofing Co.	$190,000.00

We have attached a copy of the bid results for your review. Please have your Attorney review all documentation prior to award of contracts. Should you have questions or concerns, please do not hesitate to contact this office.

Very truly yours,

RSC ARCHITECTS

Jeffrey Schlecht, AIA
Sr. Project Manager

JS/ba

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

September 29, 2016

Subject: BID OPENING – BID 16-18 – Roof Replacement at Midtown Firehouse

Please be advised that bids for the above mentioned project were received, publicly opened and announced at City Hall on September 29, 2016 at 1:00 PM. The following personnel were present during the opening:

Al Dineros	- Purchasing Agent
Amanda Seguinot	- Purchasing Clerk
Jerry Lore	- Deputy Clerk
Ben	- RSC Architects
Representatives from 5 vendors	

The following bids were received:

1.	Roof Management, Inc. Wall, NJ	Base Bid:	$96,000.00
2.	Arch Concept Construction Haledon, NJ	Base Bid:	$105,684.00
3.	Mak Group, LLC Clifton, NJ	Base Bid:	$112,000.00
4.	Billy Contracting Pine Brook, NJ	Base Bid:	$$117,500.00
5.	Argo Construction West Caldwell, NJ	Base Bid:	$139,000.00
6.	Laumar Roofing Passaic, NJ	Base Bid:	$190,000.00

NOTE: This result is un-official, all submitted documents are under review by the City. The Governing Body will award the contract within 60 days upon completion of the review process.

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REPAIR AND/OR REPLACEMENT OF SIDEWALKS AND TREE WELLS SURROUNDING THE WATER PARK LOCATED ON THE CORNER OF THIRD AND MADISON STREET

WHEREAS, by letter dated September 30, 2016, 374 Seventh Realty LLC offered to volunteer labor and materials to repair and/or replace the sidewalks and tree wells surrounding the Water Park located on the corner of 3rd and Madison Street in Hoboken, New Jersey; and

WHEREAS, 374 Seventh Realty LLC has graciously offered to provide resources to perform the work without any expectation of remuneration; and,

WHEREAS, 374 Seventh Realty LLC recognizes that the exact scope of the work including the number, location and type of trees to be planted shall be determined by the City; and,

WHEREAS, the City will require 374 Seventh Realty LLC to obtain and provide the City with the appropriate insurance certifications evidencing appropriate coverage is in effect after the final scope of work is agreed upon and before work begins.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Hoboken hereby authorizes the Mayor and/or her Administration to notify 374 Seventh Realty LLC of the Council's acceptance of their gracious donation of time and material as outlined herein and their letter dated September 30, 2016; and

BE IT FURTHER RESOLVED, the City Council hereby authorizes the Mayor, her Administration, and/or Corporation Counsel to proceed to finalize and execute said scope of work making any changes necessary, certify adequate insurance is in place, and to take any and all steps necessary to ensure the intent of this resolution is carried out.

Meeting date: October 5, 2016

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

President Jennifer Giattino				

APPROVED:

QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

374 Seventh Realty LLC

Liberty Realty

One Marine View Plaza

Hoboken, NJ 07030

Stephen Marks

City of Hoboken

94 Washington St

Hoboken, NJ 07030

September 30, 2016

Dear Mr. Marks,

Having lived and worked in Hoboken for over 20 years, with an interest in improving neighborhoods through out our City, we would like to offer our resources and man power to repair and/or replace the sidewalks and tree wells surrounding the Water Park located on the corner of 3rd & Madison Street.

We would like to start the work as soon as possible.

Any efforts to facilitate our work is greatly appreciated.

Thanks,

Kyle Enger

Anthony Sabia

Joe Sabia

INTRODUCED BY: _____

SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that refunds be made in accordance with N.J.S.A. 54:4-69.

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following in the total amount of $46,868.84:

Name	BL/LT/Unit	Property	QTR/Year	Amount
Matthew Shahbandi 721 Park Avenue Hoboken, NJ 07030	182/16	721 Park Avenue	4/16	$3,896.53
Jason Bussandri 420 Hudson Street #2 Hoboken, NJ 07030	215.01/13/C0002	420 Hudson Street	3/16	$2,700.66
Kelli Sallemi 302 Monroe Street #4B Hoboken, NJ 07030	47/32/C004B	302 Monroe Street	3/16	$5,177.57
Corelogic P.O. Box 961230 Fort Worth, TX 76161-0230	268.01/3/C00C1	1500 Hudson Street	2/16	$1,553.14
Christopher & Karen Shehadeh 3 Shard Court Katonah, NY 10536	192/37	510 Bloomfield Street	3&4/15 1,2&3/16	33,540.94

Meeting date: October 5, 2016

APPROVED:

_____

SHARON CURRAN
TAX COLLECTOR

APPROVED AS TO FORM:

_____

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

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

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
RESOLUTION NO._____

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

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

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refund be made in accordance with N.J.S.A. 54:4-69.

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following in the total amount of $16,418.25:

Name	Amount	BL/Lot/Unit	Property	Year
BEATTIE PADOVANO LLC 50 CHESTNUT RIDGE ROAD, SUITE 208 P.O. BOX 244 MONTVALE, NJ 07645-0244	**$7,485.00**	**78/25**	**616-618 Grand Street**	**2015**
JARRETT & LESLIE-ANN HAEDRICH C/O BUDD LARNER, P.C. 150 JOHN F. KENNEDY PARKWAY SHORT HILLS, NJ 07078-2703	**$3,625.73**	**261.04/1/C1 201**	**1025 Maxwell Lane**	**2015**
JARRETT & LESLIE-ANN HAEDRICH C/O BUDD LARNER, P.C. 150 JOHN F. KENNEDY PARKWAY SHORT HILLS, NJ 07078-2703	**$5,307.52**	**261.04/1/C1 201**	**1025 Maxwell Lane**	**2016**

Meeting date: October 5, 2016

APPROVED:

_____

SHARON CURRAN
TAX COLLECTOR

APPROVED AS TO FORM:

_____

BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

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

Sponsored by:_____

Seconded by:_____

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular meeting of the City Council of August 3, 2016 and the Regular and Special meeting of September 7, 2016 have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance: **Approved as to form:**

_____ _____

City Clerk **Corporation Counsel**

Meeting Date: October 5, 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				

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN
ORDINANCE NO. __

ORDINANCE OF THE CITY OF HOBOKEN, IN THE COUNTY OF HUDSON, NEW JERSEY APPROVING A LEASE AMENDMENT WITH COLUMBIAN ARMS, INC. AND A TRANSFER OF THE TAX EXEMPTION AGREEMENT

WHEREAS, the City of Hoboken (the "**City**") entered into an agreement to enter into a lease (the "**Agreement to Lease**") on June 1, 1987 with Columbian Arms, Inc. (the "**Entity**") for the long-term lease by the City of the property located at 514-526 Madison Street and commonly known as Block 67, Lots 20, 21, 22, 23, 24, 25 and 25 on the tax map of the City as further described in Exhibit A attached hereto (the "**Property**") for the construction of low income housing for the elderly and handicapped within the City; and

WHEREAS, the City and the Entity entered into an Agreement to Lease to permit the Entity to construct and operate a 67 unit low-income housing project for senior citizens (the "**Project**") under the Senior Citizens Housing Law of 1965, (N.J.S.A. 55:14I-1 *et seq*.)(the "**Senior Housing Law**"), on the Property; and

WHEREAS, the Entity constructed the Project under the supervision of and with funding from the United States Department of Housing and Urban Development ("**HUD**") pursuant to Section 202 of the Federal Housing Act of 1959, as amended ("**Section 202 Program**"), as contemplated under the Agreement to Lease and the Project is identified by HUD as No. NJ 39-T871-003/031-EH223; and

WHEREAS, pursuant to and in accordance with N.J.S.A. 40A12-14 and 15, the City entered into a Lease Agreement (the "**Lease**") dated May 31, 1989 with the Entity for the long-term lease by the City of the Property to the Entity for the Project; and

WHEREAS, the term of the Lease was for an initial period of fifty (50) years, with an option for renewal by the City for an additional twenty-five (25) year term; and

WHEREAS, the rental under the Lease is currently twenty-five thousand dollars ($25,000) per year (the "**Rent**") and was determined within the strictures of the Section 202 Program; and

WHEREAS, the Project is subject to certain restrictions, which among other things, require that one hundred percent (100%) of the individual units are required to be leased out to senior citizens whose income does not exceed sixty percent (60%) of HUD's area median income (the "**Affordability Restrictions**"); and

WHEREAS, on June 19, 1989, the City and the Entity entered into a Tax Exemption Agreement (the "**Tax Exemption Agreement**") exempting the Project from real estate taxation pursuant to the Senior Housing Law; and

WHEREAS, the Vitus Group, LLC (the "**Purchaser**"), a national affordable housing provider entered into an agreement with the Entity for the Purchaser's acquisition of the Project; and

WHEREAS, upon its acquisition of the Project, the Purchaser will undertake capital improvements to the Project in the approximate amount of two million, six hundred eighty thousand dollars ($2,680,000) or approximately forty thousand dollars ($40,000) per unit (the "**Capital Improvements**"); and

WHEREAS, the Purchaser will finance its acquisition of the Project and the Capital Improvements by, among other sources, tax-exempt financing through the New Jersey Housing Mortgage Finance Agency and by the syndication of low income housing tax credits ("**LIHTC**"); and

WHEREAS, as a condition of the LIHTC financing, the Purchaser has requested that the City permit the transfer of the Tax Agreement from the Entity to the Purchaser and amend the Lease to extend the term of the Lease to seventy-five (75) years from the date of execution of such amendment (the "**Lease Amendment**"); and

WHEREAS, as part of the Lease Amendment, the Purchaser has agreed to increase the rent from the current annual payment of twenty-five thousand dollars ($25,000) to forty thousand dollars ($40,000) subject to annual increases of the greater of: (1) two and half percent (2.5%) of the rent or (2) the cost of living increases announced for each subsequent year; and

WHEREAS, in addition, the Project will continue to be subject to the Affordability Restrictions for the extended term of the Lease Amendment serving the public need for low income housing for the elderly in the City and the owner of the Project will continue to be a non-profit entity; and

WHEREAS, the City has determined that it is in the public interest to permit the amendment of the Lease as provided for in the Lease Amendment, in order to preserve affordable housing for senior citizens within the community for decades.

NOW THEREFORE, BE IT ORDAINED, of the City of Hoboken, County of Hudson, State of New Jersey as follows:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The assignment of the Tax Exemption Agreement from the Entity to the Purchaser is hereby approved and the Mayor, in consultation with counsel to the City, is hereby authorized to execute and/or amend, modify or make such changes to the Tax Exemption

Agreement necessary to effectuate the provisions of this Ordinance; provided that, such amendments, modifications or changes do not materially change the rights of the City to the payment of the annual service charge for use by the City for any lawful purpose in the exercise of the City's sole discretion. All other provisions of the Tax Exemption Agreement shall remain in full force and effect without amendment.

Section 3. The Lease Amendment, substantially in the form attached hereto as Exhibit B, is hereby approved and the Mayor, in consultation with counsel to the City, is hereby authorized to execute and/or amend, modify or make such changes to the Lease Amendment as may be necessary to effectuate the provisions of this Ordinance.

Section 4. The Mayor, in consultation with counsel to the City, is hereby authorized to undertake any action, including the execution of any document, in order to effectuate the provisions of this Ordinance.

Section 5. This Ordinance shall take effect in accordance with the law.

Date of Introduction: October 5, 2016

Introduction:

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				

Final Reading:

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

Approved as to Legal Form:

_____
Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2016

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2016

_____
Dawn Zimmer, Mayor

003891

PREPARED BY:

FRED M. BADO

CITY OF HOBOKEN
TO
COLUMBIAN ARMS, INC.
LEASE AGREEMENT

THIS LEASE made and executed on this 31st day of MAY, 1989, by and between the City of Hoboken, County of Hudson, a Municipal Corporation of the State of New Jersey, herein referred to as "Lessor", and COLUMBIAN ARMS, INC., a nonprofit corporation organized and existing under the laws of the State of New Jersey, having its principal office located at 76 Bloomfield Street, New Jersey, hereinafter referred to as 'Lessee' pursuant to an Ordinance adopted on May 20, 1987 and an Agreement dated as of June 1, 1987 between the Lessor and Lessee.

Section 1. Demised Premises, Description and Use of Same.

The Lessor leases to the Lessee and the Lessee rents from the Lessor certain real property known as Block 67, Lots 20, 21, 22, 23, 24, 25 and 26 on the Official Assessment Map of the City of Hoboken, all lots being situated at 514-526 Madison Street, City of Hoboken and County of Hudson and more particularly described in the Schedule attached hereto as Exhibit "A" and made a part hereof (hereinafter sometimes referred to as the "Demised Premises"), for development thereon, subject to the zoning and other ordinances of the City of Hoboken, subject to easements and restrictions of record, provided the same will not prohibit the proposed construction on the premises, and as provided for herein below and further subject to the condition that the Lessee construct approximately 67 units of housing for the elderly and handicapped persons and families of low income as defined by the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") under Section 8 of the National Housing Act and its Section 202 Housing Program for the Elderly and Handicapped (hereinafter referred to as "Section 202").

Section 2. Condition of Property.

The Lessee agrees to accept the Demised Premises in AS IS condition.

Section 3. Term of Lease.

The initial term of this Lease shall be for fifty (50) years, commencing on the date of the execution of this Lease, subject however to the Lessee's right to terminate this Lease as provided for herein below or to exercise its option to renew and continue this Lease as provided for herein below.

Section 4. Rent.

The Lessee shall pay to the Lessor annually the sum of TWENTY-FOUR THOUSAND ($24,000) DOLLARS as the rental for the Demised Premises for each and every year as provided for during the initial term of this Agreement. Rental for any renewal period shall be as negotiated and agreed upon between the parties at a subsequent date. The monthly rental payments shall be Two Thousand ($2,000) and shall be payable on the first day of each month commencing after the completion of construction on the first day of the month following the month in which HUD issues its Permission to Occupy.

Section 5. Warranties of Title and Quiet Enjoyment.

Lessor covenants that Lessor is seized of the real property in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Demised Premises during the term hereof.

Section 6. Encumbrance of Lessee's Leasehold Interest.

Lessee may encumber by mortgage or other proper instrument, its leasehold interest in the Demised Premises, together with all buildings and improvements placed by Lessee thereon, as security for a direct loan which Lessee may receive from HUD under Section 202. The execution of the above-described indebtedness or the foreclosure thereof or any sale thereunder, either by judicial proceedings or by virtue of any power reserved in such document reciting said indebtedness or advance by Lessee to holder of such indebtedness, or the exercising of any right, power or privilege reserved in said document of indebtedness shall not be held as violation of any of the terms or conditions hereof, or as an assumption by HUD of the obligations hereof. No such indebtedness, foreclosure, conveyance or exercise of right shall relieve Lessor from its liability hereunder.

Lessor and Lessee, so far as permitted by the laws of the State of New Jersey, agree that the provisions entitled "207 Lease Addendum FHA Form No. 2070", attached hereto as Exhibit "B", shall be incorporated and made a part hereof.

Section 7. Uses Prohibited.

Lessee shall not use, or permit the Demised Premises, or any part thereof, for any purpose or purposes other than the purpose or purposes for which the Demised Premises are hereby leased; and no use shall be made or permitted to be made of the Demised Premises, or acts done, which will interfere in any way with compliance of N.J.S.A. 40A:12-14 and 15 or will cause a cancellation of any insurance policy covering any building constructed upon the Demised Premises.

BK4294 PG284

Section 8. Waste and Nuisance Prohibited.

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Demised Premises, the breach of which might result in any penalty on Lessor or forefeiture of Lessor's title to the Demised Premises. Lessee shall not commit, or suffer to be committed, any waste on the Demised Premises, or any nuisance.

Section 9. Abandonment of Premises.

Lessee shall not vacate or abandon the Premises at any time during the term hereof; if Lessee shall abandon, vacate or surrender the Demised Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee unless on the premises shall be deemed to be abandoned, at the option of Lessor, subject to any liens any encumbrances held by HUD.

Section 10. Notices.

All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: City Clerk
City Hall, Washington Street
Hoboken, New Jersey 07030

TO LESSEE: Columbian Arms, Inc.
76 Bloomfield Street
Hoboken, New Jersey 07030

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided.

Section 11. Payment in Lieu of Taxes.

In addition to the rent provided for herein and as additional rent, the Lessee shall pay to the Lessor for the cost of municipal services to be provided to the housing facility to be erected by the Lessee payment in lieu of taxes on a yearly basis pursuant to a separate Tax Abatement Agreement between the Lessor and the Lessee.

BK4294PG285

Section 12. Clearing of Demised Premises; Construction of Improvements.

On delivery of possession of the Demised Premises to the Lessee, the Lessee shall have the right to clear and remove any debris which then exists upon the Demised Premises in order to prepare said premises for the construction of the low- and moderate-income housing as referenced herein above. Additionally, the Lessee shall have the right to construct on the Demised Premises a building or buildings for units of housing for the elderly and handicapped persons and families of low income as defined by HUD's Section 202 Housing Program and as more particularly described in Section 1 herein above in accordance with any zoning approvals which may have been obtained and site plans which may have been approved by the Planning Board or the Zoning Board of Adjustment of the Lessor.

Section 13. Maintenance of Improvements

Lessee shall, throughout the term of this Lease, at its own cost, and without any expense to Lessor, keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary, and neat order, condition and repair, and, except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Demised Premises on any buildings or improvements thereon. Lessee shall also comply with and abide by all Federal, State, County, Municipal and other governmental statutes, ordinances, laws and regulations affecting the Demised Premises, the improvements thereon or any activity or condition on or in such premises.

Section 14. Utilities.

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the premises and all activities conducted thereon and Lessor shall have no responsibility of any kind for any thereof.

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Section 15. Indemnification of Lessor.

Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the Demised Premises or be in, on or about the same whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on or about the premises and for injuries to persons or property in or about the premises from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Lessor, its agents or employees.

Section 16. Attorney's Fees.

If any action at law or in equity shall be brought to recover any rent under this Lease or for or on account of any breach of or to enforce or interpret any of the covenants, terms or conditions of this Lease or for the recovery of the possession of the Demised Premises the prevailing party shall be entitled to recover from the other party as part of the prevailing party's cost reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any Judgment or decree rendered.

Section 17. Option to Renew.

Lessor shall have the option to grant to Lessee the renewal of this Lease for a period of twenty-five (25) years at a rental amount to be negotiated upon Lessor's exercise of the option to renew and otherwise subject to and on all of the terms and conditions herein contained, except that there shall be no further option to renew the Lease, nor payments in lieu of taxes as computed in Section 11 herein.

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In the event that at the time of said renewal the Lessee's leasehold interest in the demised premises is encumbered by any mortgage held by HUD then the renewal rent shall remain as set forth herein until said mortgage is fully paid. This option shall be exercised by the giving to Lessee a written notice of the exercise thereof by Lessor on or before the anniversary date marking the beginning of the 50th year of the initial term.

Section 18. Redelivery of Premises.

Lessee shall pay the rent and all other sums required to be paid by Lessee hereunder in the amounts, at the times and in the manner herein provided and shall keep and perform all the terms and conditions hereof on its part to be kept and performed and at the expiration or sooner termination of this lease peaceably and quietly quit and surrender to Lessor the demised premise and all structures thereon in good order and condition subject to the other superior rights of the leasehold mortgagee, United States Department of Housing and Urban Development. In the event of the non-performance by Lessee of any of the covenants of Lessee undertaken herein, this lease may be terminated as herein provided.

Section 19. Disposition of Improvements on Termination of Lease.

On termination of this lease for any cause, Lessor shall become the owner of any building or improvements on the demised premises and if such building extends onto other property owned by the then Lessee hereunder, such Lessee shall convey to Lessor on such termination an undivided interest as tenant-in-common in all of the property covered by such buildings which bears the same proportion to the whole as the area of the demised premise bears to the total area covered by such building.

Section 20. Remedies Cumulative.

All remedies hereinbefore and hereafter conferred on Lessor shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

Section 21. Insurance.

A. Liability Insurance: Lessee shall maintain in effect throughout the term of this Lease personal injury liability insurance covering the Demised Premises and its appurtenances in the amount of THREE HUNDRED THOUSAND ($300,000) DOLLARS for injury to or death of any one person and ONE MILLION ($1,000,000) DOLLARS for injury to or death of any number of persons in one

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occurrence and property damage liability insurance in the amount of FIVE HUNDRED THOUSAND ($500,000) DOLLARS. Such insurance shall specifically insure Lessee against all liability assumed by it hereunder as well as liability imposed by law and shall insure both Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

B. Insurance Coverage of Premises: Lessee shall at all times during the term of this Lease and at Lessee's sole expense keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire and the extended coverage hazards for EIGHTY (80%) PERCENT of the full replacement value of such improvements, with loss payable to Lessor and Lessee as their interests may appear. Any loss adjustment shall require the written consent of both Lessor and Lessee.

C. Notice: Lessee shall provide to Lessor proof of the required coverage by mailing annually to Lessor certificates of insurance and making available to Lessor upon request by Lessor copies of all policies maintained by Lessee.

Section 22. Notice of Default.

Except as to the provision of Section 11, Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other moneys as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee fourteen (14) days written notice of such default and Lessee fails to cure such default within such fourteen (14) days or if the default is of such a nature that it cannot be cured within fourteen (14) days or Lessee fails to commence to cure such default within such period of fourteen (14) days or fails thereafter to proceed to the curing of such default with all possible diligence.

Section 23. Lessor's Right to Perform.

In the event that Lessee by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed shall be in default thereunder and such failure shall continue for a period of thirty (30) days after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, if Lessor shall so elect) and Lessor shall not be held liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall

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repay to Lessor on demand the entire expense thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by Lessee, or as a waiver of any covenant, term or condition herein contained or the performance thereof or of any other right or remedy of Lessor hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the same become due as in this Lease provided, shall bear interest from the date they become due until paid at the same rate charged by the United States Treasury on its most recent sale of 30 year Bonds plus 100 basis points, compounded annually.

Section 24. Waiver.

The failure of Lessor to take action with respect to any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or subsequent breach of the same or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease other than the failure of Lessee to pay the particular rental so excepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

Section 25. Effect of Lessee's Holding Over.

Any holding over after the expiration of the term of this Lease, with consent of Lessor, shall be construed to be a tenancy from month-to-month, on the terms and conditions as shall be agreed upon between the Lessor and Lessee before the hold-over term commences.

Section 26. Parties Bound.

The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

Section 27. Applicable Law.

The terms of this Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

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Section 28. Validity of Lease.

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision contained herein shall be adjudged to be invalid or unenforceable by a Court of competent jurisdiction or by operation of applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

Section 29.

The provisions of this Lease and all rights of Landlord and any other parties or persons shall be subject to all rights of the Department of Housing and Urban Development under the Section 202 Senior Citizen program and to such federal rules and regulations now or hereafter established under or to implement that program and to the provisions of the "207 Lease Addendum" attached hereto and made a part of this Lease Agreement.

In the event of any inconsistency and/or conflict of terms or of substance as between the provisions, remedies and rights set forth in the Lease Agreement and those set forth in the Lease Addendum or set forth in the aforesaid federal rules and regulations, such inconsistency and/or conflict shall be resolved in accordance with the provisions, remedies and rights set forth in said Lease Addendum and said federal rules and regulations, said Lease Addendum and federal rules and regulations being deemed to supersede the terms and provisions of the Lease Agreement.

Section 30. Section Captions.

The captions appearing next to the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

IN WITNESS WHEREOF, the parties hereunto have executed this Lease on the day and year first above written.

ATTEST:

James J. Farina, City Clerk

CITY OF HOBOKEN, Lessor

By: Patrick Pasculli

Patrick Pasculli, Mayor

ATTEST:

FRED M. BADO

COLUMBIAN ARMS, INC., Lessee

By: James A. Gabriele

James A. Gabriele, President

ATTEST:

FRED M. BADO

By: Maurice DeGennaro

Maurice DeGennaro, Chairman

8/53

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D E S C R I P T I O N

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

Being known and designated as Lots 21, 22, 23, 24, 25, 26 and 27, Block 67, as shown on a certain map entitled "Map of Property Situate at Hoboken belonging to The Estate of John G. Coster, dec'd", which map was filed in the Hudson County Register's Office August 6, 1962, as Filed Map No. 846.

Being also described as follows:

Beginning at a point in the westerly line of Madison Street, distant thereon 75.00 feet southerly from the intersection of the said westerly line of Madison Street and the southerly line of Sixth Street and from thence running:

1. South 13 degrees 04 minutes West, along said westerly line of Madison Street, 175.0 feet to a point; thence

2. North 76 degrees 56 minutes West, 100.0 feet to a point, thence

3. North 13 degrees 04 minutes East, 175.0 feet to a point, thence

4. South 76 degrees 56 minutes East, 100.0 feet to the said westerly line of Madison Street and the point and place of Beginning.

The above description is in accordance with survey, dated November 28, 1987, revised to September 12, 1989, made by Patrick L. Caulfield, Jr., Land Surveyor.

NOTE: Survey shows vacant land.

Being known as Lots 20, 21, 22, 23, 24, 25 and 26 in Block 67 on the Tax Map of the City of Hoboken.

Attachment to lease between City of Hoboken (Landlord) and Columbian Arms, Inc. (Tenant) covering premises located 514-526 Madison Street, Hoboken, N.J.

207 LEASE ADDENDUM

Notwithstanding any other provisions of this lease, if and so long as this leasehold is subject to a mortgage held by the Federal Housing Commissioner or given to the Commissioner in connection with a resale, or the demised premises are acquired and held by him because of a default under said mortgage:

1. The tenant is authorized to obtain a loan, the repayment of which is to be made to the Federal Housing Commissioner and secured by a mortgage on this leasehold estate. Tenant is further authorized to execute a mortgage on this leasehold and otherwise to comply with the requirements of the Federal Housing Commissioner for obtaining such mortgage loan.

2. The Federal Housing Commissioner, or his successors in office, or his assigns shall have the option, in the event that he or his successor in office, through the operation of his contract of mortgage insurance, shall acquire title to the leasehold interest, to purchase good and marketable fee title to the demised premises, free of all liens and encumbrances except such as may be waived or accepted by him or his successor in office, within twelve (12) months after so acquiring the leasehold interest, for the sum of Six Hundred Thousand ($600,000) Dollars payable in cash, or by Treasury check, provided all rents are paid to date of transfer of title, upon first giving sixty (60) days' written notice to the Landlord or other person or corporation who may then be the owner of the fee, and the owner of the fee shall thereupon execute and deliver to the Federal Housing Commissioner, or his successor in office, a deed of conveyance to the said demised premises, containing a covenant against the grantor's acts, but excepting therefrom such acts of the Tenant and those claiming by, through, or under the Tenant of the leasehold interest. Nothing in this option shall require the Landlord to pay any taxes or assessments which were due and payable by the Tenant.

3. If approved by the Federal Housing Commissioner, tenant may assign, transfer or sell his interest in the demised premises.

4.(a) Insurance policies shall be in an amount, and in such company or companies and in such form, and against such risks and hazards, as shall be approved by such mortgagee and/or the Federal Housing Commissioner.

(b) The Landlord shall not take out separate insurance concurrent in form or contributing in the event of loss with that specifically required to be furnished by the Tenant to the mortgagee. The Landlord may at its own expense, however, take out separate insurance which is not concurrent in form or not contributing in the event of loss with that specifically required to be furnished by the Tenant.

5.(a) If all or any part of the demised premises shall be taken by condemnation that portion of any award attributable to the improvements or damage to the improvements shall be paid to the mortgagee or otherwise disposed of as may be provided in the insured mortgage. Any portion of the award attributable solely to the taking of land shall be paid to the Landlord. After the date of taking the annual ground rent shall be reduced ratably by the proportion which the award paid to the Landlord bears to the total value of the land as established by the amount the Federal Housing Commissioner would be required to pay upon acquistion of the fee as set out in paragraph 2 of this addendum.

(b) In the event of a negotiated sale of all or a portion of demised premises in lieu of condemnation, the proceeds shall be distributed and ground rents reduced as provided in cases of condemnation, but the approval of the Commissioner and the mortgagee shall be required as to the amount and division of the payment to be received.

6. The Landlord agrees that, within ten (10) days after receipt of written request from Tenant, it will join in any and all applications for permits, licenses or other authorizations required by any governmental or other body claiming jurisdiction in connection with any work which the Tenant may do hereunder, and will also join in any grants for easements for electric, telephone, gas, water, sewer and such other public utilities and facilities as may be reasonably necessary in the operation of the demised premises or of any improvements that may be erected thereon; and if, at the expiration of such ten (10) days' period, the Landlord shall not have joined in any such application, or grants for easements, the Tenant shall have the right to execute such application and grants in the name of the Landlord, and, for that purpose, the Landlord hereby irrevocably appoints the Tenant as its Attorney-in-fact to execute such papers on behalf of the Landlord.

7. Nothing in this lease contained shall require the Tenant to pay any franchise, estate, inheritance, succession, capital levy or transfer tax of the Landlord, or any income, excess profits or revenue tax, or any other tax, assessment, charge or levy upon the rent payable by the Tenant under this lease.

8. Upon any default under this lease which authorizes the cancellation thereof by the Landlord, Landlord shall give notice to the mortgagee and the Federal Housing Commissioner, and the mortgagee and the Federal Housing Commissioner, their successors and assigns, shall have the right within any time within six (6) months from the date of such notice to correct the default and reinstate the lease unless Landlord has first terminated the lease as provided herein.

At any time after two (2) months from the date a notice of default is given to the mortgagee and the Comissioner, the Landlord may elect to terminate the lease and acquire possession of the demised premises. Upon acquiring possession of the demised premises Landlord shall notify Commissioner and mortgagee. Mortgagee and Commissioner shall have six (6) months from the date of such notice of acquisiton to elect to take a new lease on the demised premises. Such new lease shall have a term equal to the unexpired portion of the term of this lease and shall be on the same terms and conditions as contained in this lease, except that the mortgagee's and Commissioner's liability for ground rent shall not extend beyond their occupancy under such lease. The Landlord shall tender such new lease to the mortgagee or Commissioner within thirty (30) days after a request for such lease and shall deliver possesion of the demised premises immediately upon execution of the new lease. Upon executing a new lease the mortgagee or Commissioner shall pay to Landlord any unpaid ground rentals due or that would have become due under this lease to the date of the execution of the new lease, including any taxes which were liens on demised premises and which were paid by Landlord, less any net rentals or other income which Landlord may have received on account of this property since the date of default under this lease.

9. All notices, demands and requests which are required to be given by the Landlord, the tenant, the mortgagee or the Commissioner shall be in writing and shall be sent by registered or certified mail, postage prepaid, and addressed to the address of the party as given in this instrument unless a request for a change in this address has been sent to the party giving the notice by registered or certified mail prior to the time when such notice is given.

10. This lease shall not be modified without the consent of the Federal Housing Commissioner.

11. The Federal Housing Commissioner, or his successor in office or his assigns shall have the right, ancillary to his right to foreclose on his mortgage on the leasehold interest, to cause the assignment of said leasehold interest to a tenant of his own choosing, provided, however, that any such tenant and his occupancy shall be of the same character as the current tenant and ocupancy.

12. Wherever the name "Federal Housing Commissioner" is used herein, said name shall be deemed to also refer to or mean the Department of Housing and Urban Development, as the case may require.

s/9

State of New Jersey, County of | ss.: Be it Remembered,
that on 19 , before me, the subscriber,

personally appeared

who, I am satisfied, the person named in and who executed the within Instrument, and thereupon acknowledged that signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed.

State of New Jersey, County of ESSEX | ss.: Be it Remembered,
that on MAY 31 19 90 , before me, the subscriber,
AN ATTORNEY AT LAW OF NEW JERSEY
personally appeared JAMES A. GABRIELE
who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the PRESIDENT ~~Secretary~~ of COLUMBIAN ARMS, INC.
the Corporation named in the within Instrument;
that MAURICE DE GENNARO is the CHAIRMAN
President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said CHAIRMAN ~~President~~ as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Louis C. Meyer Jr.
LOUIS C. MEYER, JR.
ATTORNEY AT LAW OF NEW JERSEY

James A. Gabriele
JAMES A. GABRIELE

Prepared by:

$20.00

Liber

TO

Dated, , 19

Expires,

Rent, $

RECEIVED
1990 JUN -1 AM 11:29
HUDSON COUNTY
REGISTER OF DEEDS

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (this "**Amendment to Lease Agreement**" or "**Agreement**") is made this _____day of _____, 2016, by and among the **CITY OF HOBOKEN, COUNTY OF HUDSON**, a municipal corporation of the State of New Jersey (the "**City**" or "**Lessor**"), having an office at 94 Washington Street, Hoboken, New Jersey 07030 and **COLUMBIAN ARMS, INC**., a non-profit corporation of the State of New Jersey (the "**Lessee**"), having its principal office at 76 Bloomfield Avenue, Hoboken, New Jersey 07030 (collectively, the "**Parties**").

WITNESSETH

WHEREAS, pursuant to an Agreement dated as of June 1, 1987, the City and the Lessee entered into an agreement, dated June 1, 1987 (the "**Agreement to Lease**") to enter into a lease permitting Lessee to construct and operate a 67 unit low-income housing project for senior citizens (the "**Project**") under the Senior Citizens Housing Law of 1965, N.J.S.A. 55:14I-1 *et seq*. (the "**Senior Housing Law**"), on the property commonly known as Block 67, Lots 20, 21, 22, 23, 24, 25, and 26 on the tax map of the City of Hoboken (the "**Premises**"); and

WHEREAS, the Lessee constructed the Project under the supervision of and with funding from the United States Department of Housing Urban Development ("**HUD**") pursuant to Section 202 of the Federal Housing Act of 1959, as amended (the "**Section 202 Program**") and the Project is identified by HUD as No. NJ 39-T871-003/031-EH223; and

WHEREAS, on May 31, 1989, the Parties entered into a lease agreement entitled, "*City of Hoboken to Columbian Arms, Inc. Lease Agreement*" (the "**Lease Agreement**") which was recorded June 1, 1989 in Deed Book 4294, Page 283 of the Hudson County Clerk's Office, a copy of which is attached as Exhibit A; and

WHEREAS, [_____] (the "**Purchaser**") seeks to acquire the Project from the Lessee and undertake the financing of various capital improvements to the Premises through tax-exempt financing through the New Jersey Housing Mortgage Finance Agency and by the syndication of low income housing tax credits ("**LIHTC**"); and

WHEREAS, as a condition of the LIHTC financing, the Purchaser has requested that the Parties amend the Lease Agreement to extend the term of same to seventy-five (75) years from the date of execution of such amendment; and

WHEREAS, the Lessor and Lessee desire to enter into this Amendment to Lease Agreement in order to amend the Lease Agreement subject to the terms and conditions expressly set forth herein.

NOW, THEREFORE, the Parties acknowledge and agree that the Lease Agreement is hereby amended as follows:

1. Section 3 of the Lease Agreement, entitled "**Term of Lease**", is hereby deleted in its entirety and replaced with the following:

> The term of this Lease shall be for seventy-five (75) years, commencing on the date of the execution of the Amendment to Lease Agreement, subject however to the Lessee's right to terminate this Lease as provided for herein below.

2. Section 4 of the Lease Agreement, entitled "**Rent**", is hereby deleted in its entirety and replaced with the following:

> A. The Lessee covenants and agrees to pay to the Lessor during the term of this lease the annual sum of FORTY THOUSAND DOLLARS ($40,000) as the rent ("**Rent**") for the Demised Premises commencing on the date of the execution of the Amendment to Lease Agreement (the "**Commencement Date**"). Such amount shall be increased annually by the greater of (i) two and half percent (2.5%) of the then applicable Rent or (ii) the cost of living increase for such year (the "**Increased Rent**"). As used herein, the term "Business Days" shall mean all days except Saturdays, Sundays, and days on which banks located in the State of New Jersey are required or permitted to be closed.
>
> B. Rent and any Increased Rent shall be due and payable in equal monthly installments in advance on the first Business Day of each month after the Commencement Date until expiration of the Term.
>
> C. All of the amounts payable by Lessee pursuant to this Lease, including without limitation, Rent and Increased Rent and all other costs, charges, sums and deposits payable by Lessee hereunder (collectively, "**Rental**") shall constitute rent under this Lease and shall be payable to Lessor or its designee at such address as Lessor shall from time to time direct in writing.
>
> D. Lessee shall promptly pay the Rental as and when the same shall become due and payable without setoff, offset or deduction of any kind whatsoever and, in the event of Lessee's failure to pay same when due, Lessor shall have all of the rights and remedies provided for in this Lease or at law or in equity in the case of nonpayment of rent. If any Rental shall not be paid within ten (10) days after the same is due hereunder, such unpaid Rental shall bear interest at a rate which is four (4%) percent in excess of the prime or base reference lending rate from time to time quoted institutional lenders from the date on which such Rental was originally due until the date when paid.

E. If any Rental shall become uncollectible, reduced or required to be refunded because of any law, ordinance, rule or regulation of any governmental authority, Lessee shall enter into such agreements and take such other steps as Lessor may reasonably request and as may be legally permissible to permit Lessor to collect the maximum Rental which from time to time during the continuance of such legal rent restriction may be legally permissible (but not in excess of the amounts reserved therefore under this Lease). Upon the termination of such legal rent restriction, whether during the Term or after the expiration date thereof, (i) Rental shall be payable in accordance with the amounts reserved herein for the periods following such termination and (ii) Lessee shall pay to Lessor, to the maximum extent legally permissible, an amount equal to the Rental that would have been paid pursuant to this Lease but for such legal rent restriction, less the Rental actually paid by Lessee during the period such legal rent restriction was in effect.

F. If Lessee shall hold over after the expiration of the Term, the Parties hereby agree that Lessee's occupancy of the Demised Premises after the expiration of the Term shall be upon all of the terms set forth in this Lease except Lessee shall pay as use and occupancy charge for the holdover period an amount equal to two times (2.0) the Rent payable immediately.

3. Section 17 of the Lease Agreement, entitled "**Option to Renew**", is hereby deleted in its entirety.

4. A new Section 30, entitled "**Affordability Restrictions**" is hereby inserted at the end of the Lease Agreement to read as follows:

For the entire term of this Lease, Lessee covenants that one hundred percent (100%) of the individual units comprising the Project shall be leased out to senior citizens (as defined by HUD) whose income does not exceed sixty percent (60%) of HUD's area median income (the "**Affordability Restrictions**") for each year. The Affordability Restrictions shall remain an obligation of the Lessee and any assignee or transferee of the Lessee regardless of the applicability of any federal or state subsidy, tax exemption or any financial or other assistance. The Affordability Restrictions shall be restated in a Memorandum of Lease to be recorded by the Lessee, at the Lessee's cost.

5. The Lessor hereby agrees and consents to the transfer of the Lease Agreement, as amended by this Agreement, to the Purchaser or a single-purpose affiliated entity established for the sole purpose of undertaking the LIHTC to make capital improvements to the Project. The Lessee shall provide written notice to the Lessor of such transfer at least fifteen (15) days prior to the effectuation of such transfer. The Lessor may require the transferee to memorialize the transfer through the execution of a new Lease Agreement incorporating the same terms as

provided in the Lease Agreement and this Agreement. No other transfers or assignments are approved by this Agreement.

6. Except as provided for herein, all other terms and conditions of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment to Lease Agreement as of the day and year first above written by their duly authorized representatives.

Witness/Attest: **THE CITY OF HOBOKEN**, Lessor

_____ By: _____
Dawn Zimmer, Mayor

Witness/Attest: **COLUMBIAN ARMS, INC.,** Lessee

_____ By: _____

Exhibit A

City of Hoboken
to
Columbian Arms, Inc.
Lease Agreement
dated May 31, 1989

SPONSOREDBY:Defusco_____
SECONDED BY: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND SUPPLEMENT § 196-31 OF THE CODE OF THE CITY OF HOBOKEN ENTITLED "SIGNS AND SIGNAGE"

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: The following additions and ~~deletions~~ shall be made to Hoboken City Code **§196-31(C)(2)(g)** to read as follows:

(g) Feather flags~~,~~ except when the property is a business establishment in a zone where commercial and retail are permitted uses, and exterior signage ordinarily allowable under this section is not permitted pursuant to landlord or condominium association prohibition, and the property has no more than two (2) street-facing windows, not inclusive of doorway or transom, with total display area totaling less than ten (10) square feet. In the situations where feather flags are permitted pursuant to this exception, said signs shall:

i. Be displayed only on the business premises; and,
ii. Be limited to one (1) per business; and,
iii. Pertain to the business on the premises; and,
iv. Be displayed only during hours of operation; and,
v. Be placed in a manner so as to ensure pedestrian safety; and,
vi. Not block, impede or in any other manner interfere with the pedestrian walkway; and,
vii. Not be more than twelve (12) feet long, or greater than thirty-six (36) inches in width; and,
viii. Not block any windows or doors; and,
ix. Be secured in a manner that prevents displacement from the wind.

L. Upon taking effect, the amended provisions of subsection C(2)(g) shall be retroactive to January 1, 2013.

Section 2: This ordinance shall be part of the General Code of the City of Hoboken as though codified and fully set forth therein.

Section 3: The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall take effect as provided by law.

Date of Introduction: September 7, 2016

Introduction:

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				

Final Reading:

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

Approved as to Legal Form:

_____
Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2016

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2016

_____
Dawn Zimmer, Mayor

SPONSORED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO.:_____

RESOLUTION REFERRING CERTAIN PROPOSED ORDINANCES AND/OR AMENDMENTS TO THE PLANNING BOARD OF THE CITY OF HOBOKEN FOR REVIEW AND RECOMMENDATION

WHEREAS, pursuant N.J.S.A. 40:55D-26(a), prior to the adoption of a development regulation, revision, or amendment thereto, the Planning Board shall make and transmit to the governing body, within 35 days after referral, a report including identification of any provisions in the proposed development regulation, revision or amendment which are inconsistent with the master plan and recommendations concerning those inconsistencies and any other matters as the board deems appropriate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the following Ordinance, by title, read for introduction on September 7, 2016, shall be sent to the Planning Board of the City of Hoboken for review and recommendation:

1. AN ORDINANCE TO AMEND AND SUPPLEMENT § 196-31 OF THE CODE OF THE CITY OF HOBOKEN ENTITLED "SIGNS AND SIGNAGE"

Meeting Date: October 5, 2016

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

APPROVED:

_____
QUENTIN WIEST
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

_____
BRIAN ALOIA, ESQ.
CORPORATION COUNSEL

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN, NEW JERSEY
ORDINANCE NO. ____

BOND ORDINANCE AUTHORIZING SUPPLEMENTAL FUNDING FOR THE ACQUISITION OF CERTAIN REAL PROPERTY FOR OPEN SPACE PRESERVATION, THE CONSTRUCTION OF NORTHWEST RESILIENCY PARK (BASF) AND THE CONSTRUCTION OF STORMWATER MANAGEMENT AND FLOOD CONTROL SYSTEMS THEREON, IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $19,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $19,500,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the City Council of the City of Hoboken, County of Hudson, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the City of Hoboken, County of Hudson, New Jersey ("City").

Section 2. It is hereby found, determined and declared as follows:

(a) the estimated amount to be raised by the City from all sources for the purposes stated in Section 7 hereof is $19,500,000; and

(b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is $19,500,000.

Section 3. The sum of $19,500,000 to be raised by the issuance of bonds or bond anticipation notes is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the City in an amount not to exceed $19,500,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law. All or a portion of the bonds authorized to be issued hereunder may evidence one or more loans from the

New Jersey Department of Environmental Protection and/or the New Jersey Environmental Infrastructure Trust, under an Application for Financial Assistance (Project No. S340635-06) submitted by the City to said entities.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the City in an amount not to exceed $19,500,000, is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of $4,000,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	Purpose/Improvement	Estimated Total Cost	Down Payment	Amount of Obligations	Period of Usefulness
A.	Supplemental Funding for the Acquisition of certain Real Property for Open Space Preservation in and for the City, designated on the Official Tax Map of the City as Block 103, Lots 7-26 and Block 107, Lot 1, and the Construction thereon of Northwest Resiliency Park (BASF) and a Stormwater Management and Flood Control System; together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the application (Project No. S340635-06) on file and available for inspection in the office of the City Administrator, as originally authorized by Bond Ordinance Z-370, finally adopted on September 16, 2015	$19,500,000	$0	$19,500,000	30 years

Section 8. Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 9. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of

Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the City, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by $19,500,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance and, to the extent payment is not otherwise provided, the City shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 11. The applicable Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

Section 12. The City hereby declares its intent to reimburse itself from the proceed of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code") for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the City prior to the issuance of such bonds or bond anticipation notes.

Section 13. The City hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes is exempt from the gross income of the owners thereof for federal income taxation purposed, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be “arbitrage bonds” as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the “gross proceeds” (as such terms is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

Section 14. The improvements authorized hereby are not current expenses and are improvements that the City may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 15. All ordinances, or parts of ordinances, inconsistent herewith are hereby

repealed to the extent of such inconsistency.

Section 16. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: October 5, 2016

Introduction:

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				

Final Reading:

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

Approved as to Legal Form:

_____
Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2016

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2016

_____
Dawn Zimmer, Mayor

Notice of Pending Bond Ordinance and Summary

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on October 5, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey on _____, 2016 at _____ o'clock __M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING SUPPLEMENTAL FUNDING FOR THE ACQUISITION OF CERTAIN REAL PROPERTY FOR OPEN SPACE PRESERVATION, THE CONSTRUCTION OF NORTHWEST RESILIENCY PARK (BASF) AND THE CONSTRUCTION OF STORMWATER MANAGEMENT AND FLOOD CONTROL SYSTEMS THEREON, IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $19,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $19,500,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	Purpose/Improvement	Estimated Total Cost	Down Payment	Amount of Obligations	Period of Usefulness
A.	Supplemental Funding for the Acquisition of certain Real Property for Open Space Preservation in and for the City, designated on the Official Tax Map of the City as Block 103, Lots 7-26 and Block 107, Lot 1, and the Construction thereon of Northwest Resiliency Park (BASF) and a Stormwater Management and Flood Control System; together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the application (Project No. S340635-06) on file and available for inspection in the office of the City Administrator, as originally authorized by Bond Ordinance Z-370, finally adopted on September 16, 2015	$19,500,000	$0	$19,500,000	30 years

Appropriation:	$19,500,000
Bonds/Notes Authorized:	$19,500,000
Grants (if any) Appropriated:	None
Section 20 Costs:	$4,000,000
Useful Life:	30.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on _____, 2016 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the City Clerk's office in the Municipal Building, 94 Washington Street, Hoboken, New Jersey, for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING SUPPLEMENTAL FUNDING FOR THE ACQUISITION OF CERTAIN REAL PROPERTY FOR OPEN SPACE PRESERVATION, THE CONSTRUCTION OF NORTHWEST RESILIENCY PARK (BASF) AND THE CONSTRUCTION OF STORMWATER MANAGEMENT AND FLOOD CONTROL SYSTEMS THEREON, IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $19,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $19,500,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	Purpose/Improvement	Estimated Total Cost	Down Payment	Amount of Obligations	Period of Usefulness
A.	Supplemental Funding for the Acquisition of certain Real Property for Open Space Preservation in and for the City, designated on the Official Tax Map of the City as Block 103, Lots 7-26 and Block 107, Lot 1, and the Construction thereon of Northwest Resiliency Park (BASF) and a Stormwater Management and Flood Control System; together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the application (Project No. S340635-06) on file and available for inspection in the office of the City Administrator, as originally authorized by Bond Ordinance Z-370, finally adopted on September 16, 2015	$19,500,000	$0	$19,500,000	30 years

Appropriation: $19,500,000
Bonds/Notes Authorized: $19,500,000
Grants (if any) Appropriated: None
Section 20 Costs: $4,000,000
Useful Life: 30.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

INTRODUCED BY:_____
SECONDED BY:_____

CITY OF HOBOKEN, NEW JERSEY
ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING SUPPLEMENTAL FUNDING FOR THE ACQUISITION OF REAL PROPERTY AND THE PRELIMINARY COSTS ASSOCIATED WITH THE CONSTRUCTION OF A PARKING FACILITY THEREON IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $2,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $2,500,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the City Council of the City of Hoboken, County of Hudson, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the City of Hoboken, County of Hudson, New Jersey ("City").

Section 2. It is hereby found, determined and declared as follows:

(a) the estimated amount to be raised by the City from all sources for the purposes stated in Section 7 hereof is $2,500,000; and

(b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is $2,500,000.

Section 3. The sum of $2,500,000, to be raised by the issuance of bonds or bond anticipation notes is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the City in an amount not to exceed $2,500,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the City in an amount not to exceed $2,500,000 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of $500,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	Purpose/Improvement	Estimated Total Cost	Down Payment	Amount of Obligations	Period of Usefulness
A.	Supplemental Funding for the Acquisition of certain Real Property designated on the Official Tax Map of the City as Block 113, Lot 1 and the Preliminary Costs Associated with the Construction of a Parking Facility thereon; together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the plans and specifications on file and available for inspection in the office of the City Administrator, as originally authorized by Bond Ordinance Z-372, finally adopted on September 16, 2015	$2,500,000	$0	$2,500,000	30 years

Section 8. Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 9. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the City, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by $2,500,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the City shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 11. The applicable Capital Budget of the City is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended applicable Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

Section 12. The City hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the City prior to the issuance of such bonds or bond anticipation notes.

Section 13. The City hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 14. The improvements authorized hereby are not current expenses and are improvements that the City may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 15. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 16. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: October 5, 2016

Introduction:

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				

Final Reading:

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

Approved as to Legal Form:

_____

Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2016

_____

James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____

_____

_____

_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2016

_____

Dawn Zimmer, Mayor

Notice of Pending Bond Ordinance and Summary

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on October 5, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey on _____, 2016 at _____ o'clock __M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING SUPPLEMENTAL FUNDING FOR THE ACQUISITION OF REAL PROPERTY AND THE PRELIMINARY COSTS ASSOCIATED WITH THE CONSTRUCTION OF A PARKING FACILITY THEREON IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $2,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $2,500,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	Purpose/Improvement	Estimated Total Cost	Down Payment	Amount of Obligations	Period of Usefulness
A.	Supplemental Funding for the Acquisition of certain Real Property designated on the Official Tax Map of the City as Block 113, Lot 1 and the Preliminary Costs Associated with the Construction of a Parking Facility thereon; together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the plans and specifications on file and available for inspection in the office of the City Administrator, as originally authorized by Bond Ordinance Z-372, finally adopted on September 16, 2015	$2,500,000	$0	$2,500,000	30 years

Appropriation: $2,500,000
Bonds/Notes Authorized: $2,500,000
Grants (if any) Appropriated: N/A
Section 20 Costs: $500,000
Useful Life: 30.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on _____, 2016 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the City Clerk's office in the Municipal Building, 94 Washington Street, Hoboken, New Jersey, for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING SUPPLEMENTAL FUNDING FOR THE ACQUISITION OF REAL PROPERTY AND THE PRELIMINARY COSTS ASSOCIATED WITH THE CONSTRUCTION OF A PARKING FACILITY THEREON IN AND FOR THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $2,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $2,500,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	Purpose/Improvement	Estimated Total Cost	Down Payment	Amount of Obligations	Period of Usefulness
A.	Supplemental Funding for the Acquisition of certain Real Property designated on the Official Tax Map of the City as Block 113, Lot 1 and the Preliminary Costs Associated with the Construction of a Parking Facility thereon; together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the plans and specifications on file and available for inspection in the office of the City Administrator, as originally authorizedBond by Bond Ordinance Z-372, finally adopted on September 16, 2015	$2,500,000	$0	$2,500,000	30 years

Appropriation: $2,500,000
Bonds/Notes Authorized: $2,500,000
Grants (if any) Appropriated: N/A
Section 20 Costs: $500,000
Useful Life: 30.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

AGREEMENT OF PURCHASE AND SALE

BY AND BETWEEN

COGNIS USA LLC,

as Seller

AND

CITY OF HOBOKEN,

as Buyer

Dated as of September ____, 2016

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[TO BE UPDATED/FORMATTED]

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AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale ("**Agreement**") is made and entered into by and between Buyer and Seller.

RECITALS

A. Defined terms are indicated by initial capital letters. Defined terms shall have the meanings set forth herein, whether or not such terms are used before or after the definitions are set forth.

B. Seller holds record title to the Property pursuant to Deed dated October 25, 2001 from Henkel Corporation which Deed was recorded in the Office of the County Register of Hudson County on October 29, 2001 in Deed Book 5888, page 308.

C. Buyer sought to acquire the Property by purchase or through eminent domain, and in furtherance thereof, Buyer adopted City of Hoboken Ordinance No. Z-190 authorizing Buyer to acquire the Property by purchase or eminent domain, if necessary.

D. Buyer and Seller entered into negotiations regarding the value of the Property.

E. Buyer desires to buy, and Seller desires to sell, the Property upon the terms and conditions set forth in this Agreement in lieu of Buyer's condemnation of the Property through eminent domain proceedings.

F. Buyer adopted City of Hoboken Ordinance No. _____ authorizing Buyer to enter into this Agreement, perform its obligations hereunder and pay the Purchase Price in connection with Buyer's purchase of the Property (the "**Authorizing Ordinance**").

G. Seller and Buyer acknowledge and agree that this Agreement is a full and final settlement agreement of any and all claims that could have been asserted by either party against the other only in an eminent domain proceeding in connection with the Property, it being understood that as part of said settlement, the parties shall, prior to and after Closing, have the rights set forth in this Agreement in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual terms, provisions, covenants and agreements set forth herein, as well as the sums to be paid by Buyer to Seller, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

ARTICLE 1

Basic Information

1.1 Certain Basic Terms. The following defined terms shall have the meanings set forth below:

1.1.1 Access Agreement: Shall mean a duly executed Access Agreement in substantially the form of **Exhibit H** in order to allow Seller reasonable access for a reasonable period of time to the Land or any portion thereof post-Closing such that Seller may complete Seller's Remediation as set forth herein.

1.1.1.A Anticipated Action Plan: Shall mean the written plan and project schedule setting forth the activities to be undertaken upon the soils and groundwater upon, under, about and on the Land by Seller in connection with Seller's Remediation, through the issuance of a site-wide Soils RAO and a site-wide Groundwater RAO, attached hereto as **Exhibit M**, it being understood that the Anticipated Action Plan represents the measures that Seller currently anticipates to obtain the Soils RAO and/or Groundwater RAO, and that Seller may ultimately implement other measures to procure the Soils RAO and/or Groundwater RAO, subject to the approval of its LSRP. If Seller amends the Anticipated Action Plan in any material respect, Seller shall promptly give Buyer a copy of the revised Anticipated Action Plan, and Buyer shall have fourteen (14) days to review and comment on the revised Anticipated Action Plan, it being understood that Seller shall not be obligated to incorporate Buyer's comments to the revised Anticipated Action Plan, so long as the proposed activities set forth in the revised Anticipated Action Plan do not violate any applicable Environmental Laws. The parties acknowledge and agree that the Anticipated Action Plan does not constitute a Remedial Action Workplan pursuant to applicable Environmental Laws.

1.1.2 Appeal Period: Shall mean the period of time specified by statute, court rule, regulation or other legal requirement within which an appeal may be taken by any party from the adoption of the Authorizing Ordinance or any resolution authorizing the Buyer's execution of, and performance under, this Agreement (or of any proposed settlement of any appeal with respect to the Authorizing Ordinance or any such resolution), and includes the period for filing an appeal to an appellate court after entry of a judgment or decision by a lower court or administrative agency.

1.1.3 Area(s) of Concern: Shall mean any existing or former distinct location or environmental medium where any hazardous substance, hazardous waste, or pollutant, as defined by Environmental Laws, is known or suspected to have been discharged, generated, manufactured, refined, transported, stored, handled, treated, or disposed, or where any hazardous substance, hazardous waste, or pollutant has or may have migrated to or from the Property.

1.1.4 Authorizing Ordinance: Shall have the meaning set forth in Section F of the Recitals to this Agreement.

1.1.5 Bulk Sales Claim: Shall have the meaning set forth in Section 12.17 of this Agreement.

1.1.6 Buyer: City of Hoboken, with an address at 94 Washington Street, Hoboken, New Jersey 07030..

1.1.7 Buyer Indemnified Parties: Shall have the meaning set forth in Section 11.5(a) of this Agreement.

1.1.8 Buyer's Contamination: Shall mean (i) any release or discharge of Hazardous Materials on, in, under or about the Property that first existed on, in under or about

the Property after the Closing Date and/or was caused by Buyer, its successors and assigns, or their respective agents, contractors or employees; and/or (ii) the discovery and/or exacerbation of any Hazardous Materials on, in, under, or about the Property by Buyer, its successors and assigns, or their respective agents, contractors or employees, as a result of the development, improvement or use of the Property, whether or not such Hazardous Materials, if any, existed on, in, under, or about the Property as of the Closing Date.

1.1.9 Buyer's Remediation: Shall have the meaning set forth in Section 11.2(a) of this Agreement.

1.1.10 Claim: Shall have the meaning set forth in Section 11.5(a) of this Agreement.

1.1.11 Closing: Shall have the meaning set forth in Section 6.1 of this Agreement.

1.1.12 Closing Date: The Closing Date shall be the later of (i) fifteen (15) days after the occurrence of the Closing Trigger, or (ii) December 20, 2016 provided, however, that the Closing Date shall not be later than December 28, 2016 (the "**Outside Closing Date**"), TIME BEING OF THE ESSENCE WITH RESPECT TO THE OUTSIDE CLOSING DATE, unless an appeal of the Authorizing Ordinance is filed within the Appeal Period, in which case the provisions of Section 2.2 shall apply.

1.1.13 Closing Trigger: Shall mean Seller's delivery to Buyer of the Soils RAO.

1.1.14 Deed: Shall have the meaning set forth in Section 6.2.1 of this Agreement.

1.1.15 Deficiency: Shall have the meaning set forth in Section 12.17 of this Agreement.

1.1.16 Division: Shall have the meaning set forth in Section 12.17 of this Agreement.

1.1.17 Earnest Money: Shall mean the amount of Three Million Dollars ($3,000,000.00), which shall be deposited with Escrow Agent pursuant to Section 3.1 below.

1.1.18 Effective Date: The date on which this Agreement is executed by the latter of Buyer or Seller, as indicated on the signature page of this Agreement.

1.1.19 Engineering Controls: Shall mean a physical mechanism approved by an LSRP to contain or stabilize contamination or ensure the effectiveness of a remedial action at the Property, including, without limitation, a cap, cover, building, or fence, or other such physical access control, as further defined by applicable Environmental Laws.

1.1.20 Environmental Disclosures: Shall mean, collectively, that certain environmental documentation including correspondence, reporting, memoranda, notes, data and

other such written materials which have been Bates Stamped as ENV00001 through ENV04673 as set forth on **Exhibit L**.

1.1.21 Environmental Laws: Shall mean all applicable constitutions, treaties, statutes, laws (including the common law), rules, regulations, codes, policies, decrees, ordinances, standards, guidelines or guidance documents, authorizations, permits, approvals, decisions, injunctions, judgments, awards, and orders of, and all agreements with, federal, state, local, or other public authorities relating to air, water, groundwater, solid waste, Hazardous Materials, toxic substances, pollutants, or contaminants, to environmental protection, compliance, contamination, cleanup, or reporting, to disclosure of any release or threat of release to the environment of any Hazardous Materials, or to the safety of employees, workers, or other persons, including, without limitation, the public. Environmental Laws shall include, without limitation, the Clean Air Act, 42 U.S.C. § 7401 *et seq*.; the Safe Drinking Water Act, 42 U.S.C. § 300f-300j *et seq*.; the Federal Water Pollution Control Act, 33 U.S.C. § 1321 *et seq*.; the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq*.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq*. ("**CERCLA**"); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq*. ("**RCRA**"); the Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499 (signed into law on October 17, 1986) ("**SARA**"); the Clean Water Act, 33 U.S.C. § 1251 *et seq*. ("**Clean Water Act**"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 *et seq*. ("**HMTA**"); the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 *et seq*. ("**TSCA**"); the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 *et seq*. ("**ISRA**"); the Site Remediation Reform Act, N.J.S.A. 58:1-C-1 *et. seq*. ("**SRRA**"); the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 *et seq*. ("**Spill Act**"); the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21, *et seq*. ("**USHSA**"); the Toxic Catastrophe Prevention Act N.J.S.A. 13:1K-19, *et seq*. ("**TCPA**"); the Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, *et seq*. ("**WCRKA**"); the Pollution Prevention Act, N.J.S.A. 13:1D-35, *et seq*. ("**PPA**"); the Air Pollution Control Act, N.J.S.A. 26:2C-1, *et seq*. ("**APCA**"); the Solid Waste Management Act, N.J.S.A. 13:1E-1, *et seq*. ("**SWMA**"); the Sanitary Landfill Closure and Contingency Fund Act, N.J.S.A. 13:1E-100, *et seq*. ("**SLCCFA**"); the Solid Waste Utility Control Act, N.J.S.A. 48:13A-1, *et seq*. ("**SWUCA**"); the Water Pollution Control Act, N.J.S.A. 58:10A-1, *et seq*. ("**WPCA**"); the Pesticide Control Act, N.J.S.A. 13:1F-1, *et seq*. ("**PCA**"); Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58-10B *et seq*. ("**BCSRA**"); Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C ("**ARRCS**"); Remediation Standards Rules, N.J.A.C. 7:26D; and the Technical Requirements for Site Remediation, N.J.A.C. 7:26E ("Technical Rules"), and all other laws concerning health, safety and the environment, as any of the same are from time to time amended, and the rules and regulations promulgated thereunder, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments, and all other applicable federal, state, local, and/or other constitutions, treaties, statutes, laws (including the common law), rules, regulations, codes, policies, decrees, ordinances, standards, guidelines or guidance documents, authorizations, approvals, permits, decisions, injunctions, judgments, awards, orders, and/or agreements regulating the generation, storage, containment, or disposal of any Hazardous Materials, including but not limited to those relating to lead paint; radon gas; asbestos; storage and disposal of oil, biological, chemical, radioactive, and hazardous wastes, substances, and materials; and underground and above-

ground oil storage tanks; and any amendments, modifications, or supplements of any of the foregoing.

1.1.22 Equity Owners: Shall have the meaning set forth in Section 8.1.5 of this Agreement.

1.1.23 Escrow Agent: [_____]
[_____]
[_____]
Att: [_____]
Tel. [_____]
Fax: [_____]

1.1.24 Escrow Agreement: Shall have the meaning set forth in Section 3.1 of this Agreement.

1.1.25 Excepted Claim: Shall have the meaning set forth in Section 11.5(a) of this Agreement.

1.1.26 Governmental Entity: Shall mean any entity or individual exercising executive, legislative, judicial, regulatory or administrative functions of government, including without limitation, the United States of America, the State of New Jersey, and their respective political subdivisions, having jurisdiction over the Property and/or over the operations conducted thereat.

1.1.27 Government Requirement: Shall mean (i) action mandated or required by any Environmental Law or (ii) action taken in compliance with an order, directive, or requirement of a Governmental Entity.

1.1.28 Groundwater RAO: Shall mean a site-wide Response Action Outcome covering the entirety of the Land for groundwater upon, under, and about the Land, and as further defined by applicable Environmental Laws, issued by Seller's LSRP with respect to ISRA Case Nos. E20010373, E20010439 and E20020350.

1.1.29 Hazardous Materials: Shall mean any hazardous substance; hazardous waste; environmental, biological, chemical, and/or radioactive substance; oil; petroleum product; and any waste or substance, which, because of its quantitative concentration or chemical, biological, radioactive, flammable, explosive, putrescible, infectious, or other characteristics, constitutes a danger or hazard to public health, safety, or welfare or to the environment, including without limitation any waste oils, solvents, and chlorinated oils; toxic metals; explosives; reactive metals and compounds; radon gas; polychlorinated biphenyls (PCBs); lead paint; asbestos and any asbestos-containing materials; urea formaldehyde; chemical, biological, and radioactive wastes; and any other similar materials that are regulated by any Environmental Law.

1.1.30 Institutional Controls: Shall mean a mechanism approved by an LSRP to provide notice of residual contamination and therefore the need to limit certain human activities at or near the Property in order to ensure the effectiveness of a remedial action, including,

without limitation, a deed notice, declaration of environmental restrictions, or classification exception area ("CEA"), as further defined by applicable Environmental Laws.

1.1.31 Land: Shall collectively mean certain lands situated in the City of Hoboken, County of Hudson, State of New Jersey, identified as (a) Block 103, Lot 7, (b) Block 107, Lot 1, and (c) Block 113, Lot 1, being more particularly described in the property description attached hereto as **Exhibit A** and made a part hereof, and depicted on that Plan of Survey by Engineering & Land Planning Associates, Inc. dated January 28, 2015, attached hereto as **Exhibit A-1** and made a part hereof.

1.1.32 Long Term Compliance Obligations: Shall mean compliance with the terms and conditions of any Remedial Action Permit(s), including, but not limited to, inspection, maintenance, reporting, and posting and maintenance of any required financial assurance for such Remedial Action Permit(s).

1.1.33 LSRP: Shall mean an environmental consultant who is a Licensed Site Remediation Professional licensed by NJDEP pursuant to N.J.S.A. 58:10C-1 *et seq*. and other applicable Environmental Laws implementing regulations and guidance and any successor statutes, regulations and guidance thereto.

1.1.34 Material Condemnation: Shall have the meaning set forth in Section 5.2 of this Agreement.

1.1.35 Natural Resources Damages or NRD: Shall mean, as may be further defined by applicable Environmental Laws, the restoration necessary to restore injured resources and to compensate the citizens of the State of New Jersey for the injury to natural resources as the result of a discharge of Hazardous Materials.

1.1.36 Intentionally omitted.

1.1.37 NJDEP: Shall mean the New Jersey Department of Environmental Protection or its successor agency.

1.1.38 Ordinance Defense Period: Shall have the meaning set forth in Section 2.2 of this Agreement.

1.1.39 Permitted Exceptions: Shall have the meaning set forth in Section 4.2 of this Agreement.

1.1.40 Permitted Additional Exceptions: Shall have the meaning set forth in Section 4.2 of this Agreement.

1.1.41 Purchase Price: Shall mean the aggregate amount of Thirty Million Dollars ($30,000,000.00).

1.1.42 Property: Shall collectively mean the Land, together with (i) all improvements located thereon, (ii) all easements, tenements, hereditaments and other appurtenants thereto, and (iii) any and all rights, title, and interest of Seller in and to all strips and

gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such Land.

1.1.43 Reimbursement Amount: Shall have the meaning set forth in Section 9.1 of this Agreement.

1.1.44 Remedial Action Permit(s) or RAP: Shall mean a permit issued by NJDEP relating to the inspection, monitoring, maintenance, financial assurance and reporting of Engineering Controls and Institutional Controls utilized in either Seller's Remediation or Buyer's Remediation and as further defined by applicable Environmental Laws.

1.1.45 Intentionally Omitted.

1.1.46 Residential Use: Shall mean and include any improvement, structure or dwelling used for living accommodations (single or multi-family occupancy, including, without limitation, detached housing, condominiums, apartment buildings, dormitories, and senior citizen housing); any day care facility (whether for infants, children, the infirm, or the elderly); any hospital, hospice, and nursing home facility; any school for individuals under the age of twenty-one (21); any prison; and any other similar or like use.

1.1.47 Response Action Outcome: Shall mean a written determination by an LSRP that the Land (i.e. soils or groundwater, respectively) and any Area of Concern identified upon the Land was remediated in accordance with all applicable Environmental Law, as further defined by applicable Environmental Laws.

1.1.48 Seller: Cognis USA LLC, a Delaware limited liability company, successor by conversion to Cognis Corporation, with an address at c/o BASF Corporation, 100 Park Avenue, Florham Park, New Jersey 07932.

1.1.49 Seller Indemnified Parties: Shall have the meaning set forth in Section 11.2(f) of this Agreement.

1.1.50 Intentionally omitted.

1.1.51 Intentionally omitted.

1.1.52 Seller's Remediation: Shall have the meaning set forth in Section 11.1(a) of this Agreement.

1.1.53 Seller Removal Items: Shall have the meaning set forth in Section 4.2 of this Agreement.

1.1.54 Soil Remedial Action Permit(s): Shall have the meaning set forth in Section 11.3(b)(i) of this Agreement.

1.1.55 Soils RAO: Shall mean a site-wide Response Action Outcome covering the entirety of the Land for soils upon, under and on the Land, and as further defined by

applicable Environmental Laws, issued by Seller's LSRP with respect to ISRA Case Nos. E20010373, E20010439 and E20020350.

1.1.56 TTD: Shall have the meaning set forth in Section 12.17 of this Agreement.

1.1.57 Tax Escrow: Shall have the meaning set forth in Section 12.17 of this Agreement.

1.1.58 Tax Escrow Agent: Shall have the meaning set forth in Section 12.17 of this Agreement.

1.1.59 Tax Notification: Shall have the meaning set forth in Section 12.17 of this Agreement.

1.1.60 Taxes: Shall have the meaning set forth in Section 12.17 of this Agreement.

1.1.61 Title Commitment: Shall have the meaning set forth in Section 4.1 of this Agreement.

1.1.62 Title Company: Landmark Title Agency, Inc.
79 Hudson Street, Suite 505
Hoboken, New Jersey 07030
Attn: Ms. Joan Bisesi
Tel. (201) 683-8300
Fax: (201) 683-4974

Or such other title company licensed to do business in the State of New Jersey selected at the sole discretion of the City.

1.2 Closing Costs. Closing costs shall be allocated and paid as follows:

Cost	**Responsible Party**
Premium for Title Policy (as defined below)	Buyer
Premium for any upgrade of Title Policy for extended or additional coverage and any endorsements desired by Buyer, beyond those required for Seller to provide to Buyer clear and marketable title, subject to Permitted Exceptions, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates	Buyer
Costs of any survey of the Property and/or any revisions, modifications or recertification thereto	Buyer
Recording fees	Buyer
Any escrow fee charged by Escrow Agent for holding the Earnest Money or disbursing the Earnest Money or conducting the Closing	Buyer ½ Seller ½

1.3 Notice Addresses:

Buyer:

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attn: Stephen Marks, Municipal Manager
Tel: (201) 239-6643
Fax: (201) 420-2096
Email: smarks@hobokennj.gov

with a copy to:

The Buzak Law Group, LLC
150 River Road, Suite N-4
Montville, New Jersey 07045
Attention: Edward J. Buzak, Esq.
Tel: (973) 335-0600
Fax: (973) 335-1145
Email: ejbuzak@buzaklawgroup.com

Seller:

Cognis USA LLC
c/o BASF Corporation
100 Park Avenue
Florham Park, New Jersey 07932
Attention: Charles Waltz
Telephone: (973) 245-6595
Email: charles.waltz@basf.com

with a copy to:

Cognis USA LLC
c/o BASF Corporation
100 Park Avenue
Florham Park, New Jersey 07932
Attention: Mary Kenny, Esq.
Telephone: (973) 245-5219
Email: mary.kenny@basf.com

and to:

Drinker Biddle & Reath LLP
600 Campus Drive

Florham Park, New Jersey 07932
Attention: Glenn S. Pantel, Esq.
Telephone: (973) 549-7020
Facsimile: (973) 360-9831
Email: glenn.pantel@dbr.com

ARTICLE 2

Property

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property. Buyer hereby acknowledges that the fair market value of the Property exceeds the amount of the Purchase Price and that it intends to use the Property exclusively for public purposes. Buyer agrees that the Property shall not be developed or used for Residential Use at or below grade (i.e., on the ground floor or any subsurface levels). Buyer further agrees that the groundwater beneath the Property shall not be used for any purpose and no groundwater wells shall be drilled, constructed, or installed on the Property excepting any groundwater wells that may be required by a governmental authority having jurisdiction over the Property, or the LSRP of record for the Property, for the purpose of required environmental testing or monitoring.

2.2 Authorizing Ordinance. Buyer represents and warrants to Seller that Buyer duly adopted the Authorizing Ordinance on [_____], and Buyer caused notice of the adoption of the Authorizing Ordinance to be published in [_____] on [_____]. Buyer agrees that it shall be a condition precedent to Seller's obligation to close under this Agreement that the Authorizing Ordinance be in full force and effect, and that the Appeal Period with respect to the Authorizing Ordinance shall have expired without any appeal having been taken by a third party therefrom (or if such an appeal is taken, the appeal is finally and conclusively adjudicated, dismissed, settled, or otherwise resolved in favor of the Authorizing Ordinance). If an appeal is filed with respect to the Authorizing Ordinance, Buyer shall, at its sole cost and expense, use its best efforts to defend any such appeal. If any such appeal is not finally adjudicated, dismissed, settled, or otherwise resolved in favor of the Authorizing Ordinance within three (3) years after the date that such appeal is filed (the "**Ordinance Defense Period**"), Seller shall have the right to (i) terminate this Agreement by written notice to Buyer, whereupon the Deposit shall be returned to Buyer and neither party shall have any further rights or liability hereunder, or (ii) extend the Ordinance Defense Period for up to four (4) additional periods of one hundred eighty (180) days each, by written notice to Buyer.

2.3 Condemnation. Except as provided in Article 9, in consideration of this Agreement being the full and final settlement agreement of Buyer and Seller of any and all claims that either party could have asserted against the other in an eminent domain proceeding in connection with the Property, Buyer hereby waives the right to, and agrees that it shall not, institute any proceedings or negotiations which do or may result in Buyer's taking or acquisition by condemnation or eminent domain of the Property or any portion thereof during the term of this Agreement.

ARTICLE 3

Earnest Money

3.1 Deposit and Investment of Earnest Money. Contemporaneously with the execution by Buyer and delivery to Escrow Agent of this Agreement, Buyer shall deposit the Earnest Money with Escrow Agent, to be held in accordance with an escrow agreement entered into between Buyer, Seller, and Escrow Agent, which shall be substantially in the form attached hereto as **Exhibit C** (the "**Escrow Agreement**").

3.2 Disposition of Earnest Money. The Earnest Money and any interest accrued thereon shall be applied as a credit to the Purchase Price at Closing. Upon any termination of this Agreement in full, except a termination pursuant to Section 9.1, Escrow Agent shall immediately return the Earnest Money and any interest accrued thereon to Buyer, and except as expressly provided herein, this Agreement and all rights and obligations of the respective parties hereunder shall be null and void.

ARTICLE 4

Title

4.1 Title Commitment. Buyer has delivered to Seller, prior to the Effective Date, a current commitment for title insurance, number [_____], dated [_____] (the "**Title Commitment**") issued by the Title Company, in the amount of the Purchase Price and on a *ALTA 2006 Standard Form* commitment, with Buyer as the proposed insured.

4.2 Condition of Title. Seller shall deliver to Buyer at Closing clear and marketable title to the Property insurable at regular rates by the Title Company, free and clear of all liens, encumbrances and restrictions except Permitted Exceptions. The term "**Permitted Exceptions**" shall mean all exceptions set forth on **Exhibit B**. Seller agrees to remove the following title exceptions: property taxes and liens of an ascertainable amount created by, under or through Seller **[OTHER SELLER REMOVAL ITEMS TO BE ADDED AFTER REVIEW OF TITLE COMMITMENT]**, which liens Seller shall cause to be released at or prior to Closing (with Seller having the right to apply the Purchase Price or a portion thereof for such purpose) ("**Seller Removal Items**"), and Seller shall deliver the Property free and clear of any Seller Removal Items.

ARTICLE 5

Operations, Condemnation and Casualty

5.1 New Contracts. Seller will not enter into any contract that will be an obligation affecting the Property prior or subsequent to the Closing, except (i) contracts for performance of, or relating to, environmental remediation, and (ii) contracts entered into in the ordinary course of business that are terminable without cause and without the payment of any termination penalty on not more than thirty (30) days' prior notice, in which event Seller shall terminate such contracts prior to the Closing. Seller will terminate all existing service contracts with respect to

the Property as of the Closing. Nothing in this Section shall prevent Seller from entering into Contracts prior or subsequent to Closing which relate to the performance of Seller's obligations under this Agreement.

5.2 Condemnation. If, prior to Closing, proceedings in eminent domain are instituted by a governmental entity other than Buyer with respect to a portion of the Property Seller shall notify Buyer of the initiation of the eminent domain proceeding within thirty (30) days of being served with such complaint. If the successful conclusion of the eminent domain proceedings would result in a condemnation having a material adverse effect on Buyer's ability to use the Property for the development of a public park and Buyer's installation of a subsurface storm water management facility and, on Block 113, Lot 1, an above-ground parking garage (a "**Material Condemnation**"), Buyer may, at its option, by written notice to Seller given within thirty (30) days after Seller's notice to Buyer of such proceedings (and if necessary the Closing Date shall be automatically extended to give Buyer the full thirty (30) day period to make such election), either: (i) terminate this Agreement, in which case the Earnest Money and any interest accrued thereon shall be immediately returned to Buyer and the parties hereto shall have no further rights or obligations, other than those that by their terms survive the termination of this Agreement, or (ii) proceed under this Agreement to Closing. If Buyer does not give Seller written notice of its election within the time required above, then Buyer shall be deemed to have elected option (ii) above. If proceedings in eminent domain are instituted by a governmental entity other than Buyer prior to Closing that would not result in a Material Condemnation, Buyer shall be obligated to proceed under this Agreement to Closing. If Buyer elects or is obligated to proceed to Closing under this Section 5.2, then (y) if Seller shall have actually received part or all of a condemnation award with respect to such condemnation, all such amounts actually received by Seller shall be credited against the Purchase Price at Closing, and (z) if Seller shall not have received any condemnation award with respect to such condemnation prior to the Closing, Seller shall assign to Buyer its right to receive the proceeds (just compensation) from the condemning authority. In consideration of this Agreement being the full and final settlement agreement of Buyer and Seller of any and all claims that either party could have asserted against the other in an eminent domain proceeding in connection with the Property, Buyer hereby waives the right to, and agrees that it shall not, institute any proceedings or negotiations which do or may result in Buyer's taking or acquisition by condemnation or eminent domain of the Property or any portion thereof during the term of this Agreement, except as set forth in Section 9.1 and Section 9.2 below.

5.3 Casualty. Seller and Buyer hereby acknowledge that the Property is vacant land and there is no risk of any loss or damage to the Property by fire or other casualty before the delivery of the deed hereunder.

ARTICLE 6

Closing and Post-Closing

6.1 Closing. The consummation of the transaction contemplated herein ("**Closing**") shall occur on the Closing Date at the offices of Drinker Biddle & Reath LLP at 600 Campus Drive, Florham Park, New Jersey 07932 (or such other location as may be mutually agreed upon by Seller and Buyer). Seller and Buyer agree that TIME IS OF THE ESSENCE with respect to

the Outside Closing Date. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall immediately deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Buyer.

6.2 Seller's Deliveries. On the Closing Date, Seller shall deliver the following:

6.2.1 Deed. A Deed of Bargain and Sale with Covenant Against Grantor's Act conveying to Buyer all of Seller's rights, title and interest in the Property in proper statutory form for recordation in the form of **Exhibit D** attached hereto (the "**Deed**");

6.2.2 Affidavit of Title. A duly executed Affidavit of Title in the form of **Exhibit E** attached hereto;

6.2.3 Residency Certification. A duly executed Seller's Residency Certification (form GIT/REP-3);

6.2.4 Affidavit of Consideration. A duly executed Affidavit of Consideration for use by Seller (form RTF-1);

6.2.5 Intentionally omitted;

6.2.6 Authority. Evidence of the existence, good standing, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to Buyer and the underwriter for the Title Policy, including an assistant's secretary's certificate evidencing authorization;

6.2.7 Access Agreement. A duly executed Access Agreement in substantially the form of **Exhibit H;** and

6.2.8 Additional Documents. Any additional documents that Buyer or Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

6.3 Buyer's Deliveries. On the Closing Date, Buyer shall deliver the following:

6.3.1 Intentionally omitted;

6.3.2 Intentionally omitted;

6.3.3 Affidavit of Consideration. A duly executed Affidavit of Consideration for use by Buyer (form RTF-1);

6.3.4 Access Agreement: A duly executed Access Agreement in the form of **Exhibit H**;

6.3.5 Additional Documents. Any additional documents that Seller or Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Buyer or result in any new or additional obligation, covenant, representation or warranty of Buyer under this Agreement beyond those expressly set forth in this Agreement); and

6.3.6 IRS Form 8283. A duly executed and acknowledged IRS Form 8283 in the form of **Exhibit K** annexed hereto.

6.4 Closing Statements. As of or prior to the Closing Date, Seller and Buyer shall execute closing statements consistent with this Agreement in form mutually acceptable to the Seller and the Buyer.

6.5 Purchase Price. On the Closing Date, Buyer shall deliver to Seller the Purchase Price, adjusted for any applicable prorations and credits, in immediate, same day U.S. federal funds wired for credit into Seller or its designee account and credited on the Closing Date. In the event that Seller or its designee is unable to receive funds on the Closing Date, then the closing statements and related prorations will be revised as necessary. The Earnest Money and any interest accrued thereon shall be credited toward the Purchase Price at Closing.

6.6 Possession. Seller shall deliver possession of the Property to Buyer upon Closing subject to the Permitted Exceptions.

6.7 Delivery of Certain Documents. At Closing, Seller shall deliver to Buyer all keys, access cards, codes and passwords, if any, relative to the Property.

ARTICLE 7

Prorations, Deposits, Commissions

7.1 Prorations. At Closing, the following items shall be adjusted and prorated as of 12:00 midnight on the day immediately preceding the Closing Date with all items of income and expense for the Property being borne by Seller up to (and including) the Closing Date and by Buyer from and after (but excluding) the Closing Date: real estate taxes and other costs and expenses customarily adjusted at closings for vacant land.

7.2 Closing Costs. Closing costs shall be allocated between Seller and Buyer in accordance with Section 1.2.

7.3 Final Adjustment After Closing. If final bills are not available or cannot be issued prior to Closing for any item being prorated under Section 7.1, then Buyer and Seller agree to allocate such items on a fair and equitable basis as soon as such bills are available, final adjustment to be made as soon as reasonably possible after the Closing. Payments in connection with the final adjustment shall be due within thirty (30) days of written notice. All such rights and obligations shall survive the Closing for a period of one (1) year.

7.4 Commissions. Seller and Buyer each represent and warrant to the other that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees to and does hereby indemnify and hold the other harmless from and against the payment of any commission to any other person or entity claiming by, through or under Seller or Buyer, as applicable. This indemnification shall extend to any and all claims, liabilities, costs, and expenses (including reasonable attorneys' fees and litigation costs) arising as a result of such claims and shall survive the Closing.

ARTICLE 8

Representations and Warranties

8.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer that:

8.1.1 Organization and Authority. Seller has been duly organized, validly exists, and is in good standing in the State of Delaware and is qualified to do business in the State of New Jersey. Seller has the full right and authority and has obtained, or will obtain, any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, duly authorized and executed by all required corporate actions and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

8.1.2 Conflicts; Pending Actions. There is no agreement to which Seller is a party or, to the knowledge of Seller, that is binding on Seller which is in conflict with this Agreement. Additionally, as of the Effective Date, there is no action, lawsuit, claim, proceeding or penalty whatsoever pending or, to the best knowledge of Seller, threatened against Seller or relating to the Property, including with regard to the environmental condition of the Land and/or any Hazardous Materials which have been discharged upon or have migrated to or from the Land. Should the Seller become aware prior to Closing of any such action, lawsuit, claim, proceeding or penalty whatsoever pending or, to the best knowledge of Seller, threatened against Seller or relating to the Property, including with regard to the environmental condition of the Land and/or any Hazardous Materials which have been discharged upon or have migrated to or from the Land, Seller shall promptly notify Buyer in writing and Seller shall fully cooperate with Buyer in providing any additional information that may be requested by Buyer with regard to same.

8.1.3 Agreements. Seller has not entered into any presently effective agreements regarding the sale, conveyance, transfer or disposition of the Property (except for the within Agreement). Seller has not granted to anyone and, to the best knowledge of Seller, no one possesses any option to purchase or right of first refusal to purchase the Property. Seller has not entered into any occupancy agreement, leases or the like with respect to the Property, and no one other than Seller has any right to use or occupy the Property.

8.1.4 Environmental Disclosures. To the best of Seller's knowledge, there exist no documents other than the Environmental Disclosures that would reflect a material environmental condition of the Land.

8.1.5 Equity Owners. Seller is owned, directly or indirectly, by BASF US Verwaltung GmbH and BASF Corporation (the "**Equity Owners**"). BASF US Verwaltung GmbH is a wholly-owned subsidiary of BASF Corporation.

8.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller that:

8.2.1 Organization and Authority. Buyer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Buyer at the Closing will be, duly authorized and properly executed by all required Buyer actions and constitute, or will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms.

8.2.2 Conflicts and Pending Action. There is no agreement to which Buyer is a party or to Buyer's knowledge binding on Buyer which is in conflict with this Agreement. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement.

8.2.3 Sufficient Funds. As of the Effective Date, Buyer possesses authorization to procure the requisite funds to close the purchase of the Property, and Buyer shall, on the Closing Date, possess the requisite funds, in an amount equal to the Purchase Price, necessary to close the purchase of the Property pursuant to this Agreement.

8.3 Closing and Indemnity. All of the representations and warranties that Buyer and Seller have made in this Agreement shall continue to be true and correct in all material respects as of the date of Closing as if they were made on the date of Closing, subject to the notice and cure periods set forth in Section 9.1 and Section 9.2 below. Each party shall indemnify and hold the other harmless from and against any and all liens, claims, causes of action, damages, liabilities and expenses (including reasonable attorneys' fees) to the extent arising out of the indemnifying party's breach of warranty or representation hereunder, provided that notice of the breach (with reasonable specificity) is given to the indemnifying party within six (6) months after the Closing and an action is commenced within one (1) year after the Closing.

ARTICLE 9

Default and Remedies

9.1 Seller's Remedies. If (i) any one or more of Buyer's representations or warranties are breached in any material respect or Buyer fails to perform its obligations pursuant to this Agreement at, prior to, or upon Closing for any reason except failure by Seller to perform hereunder, and in either case such breach or failure continues after written notice and expiration of thirty (30) days without cure, or (ii) Buyer is not ready, willing and able to close on a Closing Date for which time is of the essence; Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive reimbursement for all of its out of pocket costs and expenses incurred with respect to the Property after the Buyer's adoption of City of Hoboken Ordinance No. Z-190 (i.e., June 20, 2012), including without limitation, legal, planning, appraisal, tax, consulting and

other professional fees (the "**Reimbursement Amount**"), not to exceed One Million and 00/100 Dollars ($1,000,000.00) in the aggregate. The Escrow Agent shall disburse the Earnest Money as follows: (y) the Reimbursement Amount shall be paid to the Seller, and (z) the balance of the Earnest Money and any interest accrued thereon shall be paid to the Buyer. Notwithstanding anything in this Section 9.1 to the contrary, in the event of Buyer's default or a termination of this Agreement pursuant to this Section 9.1, Seller shall have all remedies available at law or in equity in the event Buyer asserts any claims or right to the Property caused by Buyer that would otherwise delay or prevent Seller from having clear, indefeasible, and marketable title to the Property. In consideration of this Agreement being the full and final settlement agreement of Buyer and Seller of any and all claims that either party could have asserted against the other in an eminent domain proceeding in connection with the Property, if the Agreement terminates as a result of a default by Buyer, Buyer hereby waives the right to, and agrees that it shall not, institute any proceedings or negotiations which do or may result in Buyer's taking or acquisition by condemnation or eminent domain of the Property or any portion thereof for which it asserts that just compensation is less than the Purchase Price herein.

9.2 Buyer's Remedies. If (i) prior to or upon Closing any one or more of Seller's representations or warranties are breached in any material respect or Seller fails to perform its obligations pursuant to this Agreement at, prior to, or upon Closing for any reason except failure by Buyer to perform hereunder, and in either case such breach or failure continues after written notice and expiration of thirty (30) days without cure, or (ii) Seller is not ready, willing and able to close on a Closing Date for which time is of the essence, Buyer shall elect, as its sole remedy, to (a) terminate this Agreement by giving Seller written notice of such election prior to or at Closing, (b) pursue an action for specific performance, or (c) waive said failure or breach and proceed to Closing. Notwithstanding the foregoing, if the remedy of specific performance is not available due to the willful action of Seller in violation of this Agreement, then notwithstanding anything to the contrary contained in this Agreement, this Agreement shall be deemed terminated and of no further force and effect, neither party shall be bound by any acknowledgment, representation, or term contained herein, and Buyer shall have all rights and remedies available at law or in equity, including without limitation the right of eminent domain. In the event Buyer terminates (or is deemed to terminate) this Agreement pursuant to this Section 9.2, then the Escrow Agent shall return to Buyer the Earnest Money and all interest accrued thereon.

9.3 Post-Closing Remedies. If Closing is consummated, Seller shall have all remedies available at law or in equity in the event Buyer fails to perform its obligations under this Agreement which survive or accrue after the Closing, subject to the waivers, releases and indemnifications expressly set forth in this Agreement. If Closing is consummated, Buyer shall have all remedies available at law or in equity in the event Seller fails to perform its obligations under this Agreement which survive or accrue after the Closing, subject to the waivers, releases and indemnifications expressly set forth in this Agreement. This Section 9.3 shall survive the Closing.

ARTICLE 10

Disclaimers, Release and Indemnity

10.1 Disclaimers By Seller. Except for the express representations and warranties of Seller set forth in this Agreement, including, without limitation, those in Section 8.1, it is understood and agreed that Seller has not at any time made and is not now making, and specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the Property.

10.2 Sale "As Is, Where Is." Subject to (i) the representations and warranties expressly contained in this Agreement, including without limitation, those in Section 8.1, or any other document delivered at Closing, including the Soils RAO; and (ii) the express obligations of Seller pursuant to this Agreement, including without limitation Article 11: (a) Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer, and Buyer shall accept the Property AS IS, WHERE IS, WITH ALL FAULTS" and specifically and expressly without any warranties, representation, or guarantees, either express or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller; (b) Buyer has not relied and will not rely on, any express or implied warranties, guarantees, statements, representations, or information pertaining to the Property or relating thereto made or furnished by any real estate broker, representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing; (c) Buyer shall have the right to make an independent verification of the accuracy of any documents and information provided by Seller, at its own discretion; and (d) Seller is not liable or responsible for, or bound in any manner by, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information, or inducements pertaining to the fitness and quality of the Property; or the suitability of the Property or any portion thereof for renovation or construction; or any other matter or thing whatsoever with respect thereto. Buyer and Seller acknowledge and agree that the Soils RAO and the Groundwater RAO shall be obtained by Seller for the benefit of both Buyer and Seller and that Buyer is expected to and shall be permitted to rely upon the validity of the Soils RAO upon Closing and thereafter, and that Buyer is expected to and shall be permitted to rely upon the validity of the Groundwater RAO after its issuance by Seller's LSRP. Buyer acknowledges and agrees that Buyer has conducted, or will conduct prior to Closing, such due diligence as Buyer determines is necessary in its sole discretion, and will accept the Property at Closing in the condition, and subject to the terms, set forth in this Agreement.

10.3 Intentionally omitted.

10.4 Survival. The terms and conditions of this Article 10 shall expressly survive the Closing, and shall not be merged with the provisions of any closing documents. Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the disclaimers and other agreements set forth above. Likewise, Seller acknowledges and agrees that Buyer would not have agreed to purchase the Property for the Purchase Price without the agreements set forth herein.

ARTICLE 11

Environmental

11.1 Seller's Remediation.

(a) Generally. Seller shall, at its own cost and expense, complete, or cause to be completed, in a diligent manner, the remediation necessary to obtain the Soils RAO and, after Closing, the Groundwater RAO in accordance with the Anticipated Action Plan, as same may be amended, which may include the use of (i) present Engineering Controls and Institutional Controls and (ii) future Engineering Controls and Institutional Controls in compliance with applicable Environmental Laws ("**Seller's Remediation**").

(b) Soils RAO. Prior to Closing, Seller shall cause the occurrence of the Closing Trigger.

(c) Groundwater RAO. Prior to or after Closing, Seller shall deliver to Buyer a Groundwater RAO. Prior to Closing, the parties shall enter into the Access Agreement in substantially the form attached hereto as **Exhibit H** in order to allow Seller reasonable access to the Property, as may be required, so that Seller may complete Seller's Remediation with regard to groundwater as set forth in the Anticipated Action Plan.

(d) Installation of Groundwater Monitoring Wells. In connection with Seller's Remediation, Seller agrees that all groundwater monitoring wells to be installed upon the Land shall be flush mounted and installed at locations that will not unreasonably interfere with the intended future use of the Land as a public park, a subsurface storm water management facility, and, on Block 113, Lot 1, an above-ground parking garage. Seller agrees to properly abandon any groundwater monitoring wells upon the Land related to Seller's Remediation after said groundwater monitoring wells are deemed no longer needed by Seller's LSRP and/or NJDEP. Buyer agrees, at its own cost and expense, to replace any groundwater monitoring well(s) that are damaged or destroyed by Buyer after the Closing or which are required to be moved as a result of Buyer's future use and development of the Land.

(e) Environmental Reporting. Seller agrees to promptly provide the Buyer with a copy of any future reports (which are not already identified on the list of Environmental Disclosures) submitted by Seller's LSRP to NJDEP related to the implementation of Seller's Remediation.

(f) Potential Reopener of RAO.

(i) In the event that NJDEP reopens any RAO or any portion thereof (which is issued by Seller's LSRP as evidence of the completion of Seller's Remediation) within three (3) years of such RAO's issuance for any reason other than Buyer's Contamination, Seller shall be responsible for any deficiency associated with NJDEP's audit of such RAO and shall promptly address said audit deficiencies by: (i) providing Buyer with a copy of NJDEP's audit letter; and (ii) diligently undertaking and paying for any additional tasks that may be required by NJDEP or an LSRP in order to re-issue the RAO or a corrected RAO, as applicable.

(ii) If NJDEP reopens any RAO or portion thereof after the three (3) year anniversary of the issuance of such RAO by Seller's LSRP for the reasons specified in N.J.S.A. 58:10C-25(b) or (c) (i.e., the New Jersey Site Remediation Professional Licensing Board conducts an investigation of Seller's LSRP or Seller's LSRP has had his license suspended or revoked), Seller shall be responsible for any deficiency associated with NJDEP's audit of such RAO and shall promptly address said audit deficiencies by: (A) promptly providing Buyer with a copy of NJDEP's audit letter; and (B) diligently undertaking and paying for any additional tasks that may be required by NJDEP or an LSRP in order to re-issue the RAO or a corrected RAO, as applicable.

(iii) If NJDEP reopens any RAO or portion thereof (y) at any time due to Buyer's Contamination; or (z) after the three (3) year anniversary of the issuance of such RAO by Seller's LSRP for any reason other than the reasons specified in N.J.S.A. 58:10C-25(b) or (c), Buyer shall be responsible for any deficiency associated with, or addressed in, NJDEP's audit of such RAO and shall promptly address said audit deficiencies by: (A) providing Seller with a copy of NJDEP's audit letter; and (B) diligently undertaking and paying for any additional tasks that may be required by NJDEP or an LSRP in order to re-issue the RAO or a corrected RAO, as applicable.

(iv) If addressing any audit deficiencies for which Seller is responsible under this Section 11.1(f) requires Seller to conduct any invasive activity upon the Property with regard to either soil or groundwater, then (A) Seller will give Buyer a proposed scope of work for such invasive activity, and Buyer shall have fourteen (14) days to review and comment on the proposed scope of work, it being understood that Seller shall not be obligated to incorporate Buyer's comments to the proposed scope of work so long as the proposed activities set forth in the proposed scope of work do not violate any applicable Environmental Laws; and (B) Seller shall have access to the Property in accordance with the terms and conditions of the Access Agreement, subject to such modifications as may be reasonably necessary to address Seller's proposed scope of work, and neither party shall unreasonably withhold or delay written approval of any such modifications. If Seller fails to promptly address any deficiency of any RAO for which Seller is responsible under this Section 11.1(f), then Buyer shall have the right to give Seller notice of such failure, demanding that Seller cure such failure. If Seller has not cured such failure within ninety (90) days after receipt of Buyer's notice, or with respect to a failure that cannot be cured within ninety (90) days, commenced in good faith to cure such failure within said ninety (90) day period, Buyer shall have the right, but not the obligation, to cure such failure, in which case Seller shall reimburse all fees and costs incurred by Buyer in connection with same within thirty (30) days after receipt of a written demand from Buyer.

(v) Buyer agrees that Buyer and its representatives and agents shall not take any action with NJDEP or any other Governmental Entity with the express purpose of initiating an audit of any RAO issued by Seller's LSRP by NJDEP. If Buyer and/or its representatives and agents take any action with NJDEP or any other Governmental Entity in violation of this Section 11.1(f)(v) and an audit is initiated following said action, Buyer shall be solely responsible for any and all costs associated with additional work, investigation and/or remediation that is required by responding to and addressing said audit.

11.2 **Buyer's Remediation**.

(a) Buyer's Remediation. After Closing, Buyer shall, subject to the provisions of this Agreement, at its sole cost and expense, be responsible for conducting any additional environmental investigation, remediation, excavation, or disposal of the Property required pursuant to Environmental Laws, including the use of Engineering Controls and Institutional Controls, as same shall be necessitated by Buyer's development, improvement or use of the Property, including without limitation, as a result of Buyer's Contamination ("**Buyer's Remediation**"); provided that neither Buyer's Remediation, nor any portion thereof, may be undertaken prior to Closing.

(b) Seller Not Responsible. Seller shall not have any responsibility to conduct, or for the cost to conduct, any environmental investigation, remediation, excavation or disposal related to Buyer's development, improvement or use of the Property, including without limitation, (i) as a result of Buyer's Contamination, (ii) the removal and disposal of the existing asphalt cap and fence, and (iii) the excavation and disposal of soil associated with any future improvements installed by Buyer at the Property.

(c) Intentionally omitted.

(d) Intentionally omitted.

(e) Buyer's RAO. Upon request by Seller, Buyer shall provide to Seller a copy of any Response Action Outcome for the Property issued by an LSRP as evidence of the completion of any Buyer's Remediation.

(f) Release and Indemnification. Except for the express obligations of Seller contained in this Agreement, including without limitation, this Article 11, Buyer hereby WAIVES (and by closing this transaction will be deemed to have waived) and FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under any Environmental Law regarding the environmental condition of the Property (including, without limitation, the presence in the soil, air, structures, and surface and subsurface waters of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable, or subject to regulation and that may need to be specially treated, handled, and/or removed from the Property under current or future federal, state, and local laws, regulations, or guidelines), including without limitation, any Buyer's Contamination. Buyer acknowledges that Seller's only obligations with respect to the environmental condition of the Property are set forth in this Agreement, including without limitation, this Article 11. Buyer shall indemnify, defend and hold harmless Seller as well as its affiliates, members, indirect equity owners, including without limitation BASF Corporation, and their respective successors, assigns, officers and employees (collectively, "**Seller's Indemnified Parties**") from and against any claims, damages, actions, liens, suits, judgments, and reasonable attorney's and consultant's fees, directly or indirectly, to the extent arising from or related to (i) Buyer's failure to implement and complete any Buyer's Remediation pursuant to this Section 11.2; (ii) Buyer's failure to perform any obligation for which Buyer is responsible pursuant to Section 11.1(f); (iii) Buyer's failure to comply with the terms and conditions of the Soils Remedial Action Permit related to Seller's Remediation and/or any Remedial Action Permit(s) related to any Buyer's Remediation; (iv) Buyer's development, improvement or use of the Property; and/or (v) any Buyer's Contamination.

11.3 Remedial Action Permit Responsibilities.

(a) Seller's Remedial Action Permit. Prior to Closing, Seller shall, at its own cost and expense, be responsible for compliance with the terms and conditions of any Remedial Action Permit issued for the Land or any portion thereof.

(b) Transfer of Existing Remedial Action Permit(s).

(i) Soil Remedial Action Permit(s). At or after Closing, Seller shall, at its own cost and expense, submit the necessary documentation to NJDEP for modification of any existing soil Remedial Action Permit(s) related to Seller's Remediation (the "Soil Remedial Action Permit(s)"). Seller and Buyer shall execute and deliver the NJDEP's "Remedial Action Permit Transfer/Change of Ownership Application and Contact Information Changes" form at Closing, which form shall be completed in a manner consistent with this Agreement and reasonably acceptable to Seller and Buyer. Seller and Buyer agree to be co-permittees on any such Soil Remedial Action Permit(s), and Buyer agrees to be, and assumes full responsibility, as the entity with the "Primary Responsibility for Permit Compliance" on any Soil Remedial Action Permit(s) related to Seller's Remediation. From and after modification of the Soil Remedial Action Permits(s) related to Seller's Remediation, Buyer shall, at its own cost and expense, be responsible for all Long Term Compliance Obligations with respect to such Soil Remedial Action Permit(s). Buyer shall obtain any new soil Remedial Action Permit(s) that may be required in connection with any Buyer's Remediation, Buyer shall be responsible as the entity with the "Primary Responsibility for Permit Compliance" on any soil Remedial Action Permit(s) related to any such Buyer's Remediation, and Buyer shall, at its own cost and expense, be responsible for all Long Term Compliance Obligations with respect to such soil Remedial Action Permit(s).

(ii) Groundwater Remedial Action Permit(s). After Closing, Seller shall retain responsibility as the entity with the "Primary Responsibility for Permit Compliance" on any groundwater Remedial Action Permit(s) related to Seller's Remediation, and Seller shall, at its own cost and expense, be responsible for all Long Term Compliance Obligations with respect to such groundwater Remedial Action Permit(s). Buyer shall obtain any new groundwater Remedial Action Permit(s) that may be required in connection with any Buyer's Remediation, Buyer shall be responsible as the entity with the "Primary Responsibility for Permit Compliance" on any groundwater Remedial Action Permit(s) related to any such Buyer's Remediation, and Buyer shall, at its own cost and expense, be responsible for all Long Term Compliance Obligations with respect to such groundwater Remedial Action Permit(s).

(c) Cooperation. Buyer and Seller shall cooperate and use commercially reasonable efforts to obtain NJDEP's consent that Seller will not be considered a co-permittee under any modified or replacement Soil Remedial Action Permit(s) related to Seller's Remediation and/or any Soil or Groundwater Remedial Action Permit(s) related to Buyer's Remediation.

(d) Termination of Remedial Action Permit(s). Upon completion of Buyer's Remediation, Buyer and Seller shall cooperate and use commercially reasonable efforts to obtain the approval of NJDEP to terminate any Remedial Action Permit(s) related to Seller's Remediation at the Property, as may be applicable.

11.4 Cooperation between Seller and Buyer.

(a) Cooperation. Seller and Buyer agree to use commercially reasonable efforts to cooperate with each other and their respective LSRPs in the implementation of the provisions of Article 11 of this Agreement.

(b) Access. Buyer shall provide Seller with access to the Property after the Closing in order to allow Seller to undertake any necessary activities related to Seller's Remediation pursuant to the Access Agreement.

(c) Buyer's Replacement of Groundwater Monitoring Wells. Buyer agrees, at its own cost and expense, to pay for the cost of the replacement of any groundwater monitoring well(s) damaged, destroyed or required to be moved as a result of Buyer's future use and development of the Property, pursuant to reasonable design and location specifications as provided to Buyer by Seller.

(d) Seller's Abandonment of Groundwater Monitoring Wells. Seller agrees to properly abandon any groundwater monitoring wells at the Property related to Seller's Remediation after such wells are no longer deemed needed at the Property by Seller's LSRP and/or NJDEP.

11.5 Seller's Indemnification

(a) Indemnification. For a five (5) year period after the issuance of the Groundwater RAO, Seller shall indemnify, defend, and hold harmless the City of Hoboken, the governing body, and the Mayor, as well as the City's officers, agents, and employees and their respective successors and assigns (collectively, the "**Buyer Indemnified Parties**") from and against any claims, damages, actions, liens, suits, judgments, and reasonable attorney's and consultant's fees, directly or indirectly, to the extent arising from or related to (i) Seller's failure to implement and complete Seller's Remediation; and (ii) any Natural Resource Damages asserted by NJDEP or other Governmental Entity related to any Hazardous Materials originating at the Land prior to the Closing Date (collectively, the "**Claims**"); provided that nothing herein shall require the Seller to indemnify the Buyer's Indemnified Parties against Claims to the extent caused by or resulting from an Excepted Claim. An "**Excepted Claim**" shall be any claim caused by: (y) the acts, omissions, negligence or willful misconduct of the Buyer and/or the Buyer Indemnified Parties; and (z) any act or omission by the Buyer and/or the Buyer Indemnified Parties that exacerbates environmental conditions at the Property or otherwise increases the cost of Seller's Remediation.

(b) Defense of the Buyer and Buyer Indemnified Parties. In any situation where the Buyer Indemnified Parties are entitled to, and desire to be, defended and/or indemnified by the Seller pursuant to Section 11.5(a) above, the Buyer Indemnified Parties shall provide prompt notice of same to the Seller. Failure to provide prompt notice to the Seller, however, shall not relieve the Seller of any responsibility to defend and indemnify the Buyer Indemnified Parties, unless such failure to provide prompt notice materially impairs the Seller's ability to defend the Claim. Upon receipt of such notice, the Seller shall retain counsel reasonably acceptable to the Buyer Indemnified Parties and defend any such Claim on behalf of the Buyer Indemnified

Parties and shall be responsible for the payment of all fees, costs and expenses associated with the Claim. All of the Buyer Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, at their cost.

(c) Settlement or Judgment. The Buyer and Seller shall have the right to negotiate and consent to any settlement of a Claim; provided that neither party's consent shall be unreasonably withheld, conditioned or delayed with respect to a Claim for which Seller is indemnifying the Buyer. The Seller shall not be liable for any settlement of any such action effectuated without its consent, but if settled with the consent of the Seller or if there is a final judgment against the Seller or the Buyer Indemnified Parties in any such action, the Seller shall indemnify and hold harmless the Buyer Indemnified Parties from and against any loss or liability arising out of such settlement or judgment to the extent pertaining to a Claim (other than an Excepted Claim).

11.6 Survival.

(a) Survival. The terms and conditions of Article 11 of this Agreement shall expressly survive the Closing, and shall not be merged with the provisions of any closing documents.

(b) Acknowledgments. Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the disclaimers and other agreements set forth above. Likewise, Seller acknowledges and agrees that Buyer would not have agreed to purchase the Property for the Purchase Price without the agreements set forth herein.

(c) Access Agreement. In order to fully effectuate the terms and conditions of Article 11 of this Agreement, and to cause the terms and conditions of this Article 11 to run with title to the Property and be binding upon Seller, Buyer, and Buyer's successors and assigns, Seller and Buyer agree to execute and record at Closing an Access Agreement in substantially the form of **Exhibit H** annexed hereto (the "**Access Agreement**").

ARTICLE 12

Miscellaneous

12.1 Parties Bound. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

12.2 Headings. The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

12.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, by a court or other Governmental Entity, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the parties in the portion held invalid or inoperative, provided that the intent and purpose of this Agreement can be accomplished. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

12.4 Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of the State of New Jersey and the parties hereto hereby submit to the jurisdiction of the Superior Court of the State of New Jersey.

12.5 Survival. Except as expressly set forth herein, the provisions of this Agreement shall not survive Closing.

12.6 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, verbal and written, relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

12.7 Press Release. Buyer and Seller shall agree on a mutually acceptable press release and other related publicity in connection with the execution of this Agreement.

12.8 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.3. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by facsimile or email, simultaneously with notice by methods (i) or (ii) above. Notice deposited in the mail in the manner hereinabove described shall be effective on the third (3rd) business day after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices given by counsel to the Buyer shall be deemed given by Buyer and notices given by counsel to the Seller shall be deemed given by Seller.

12.9 Counsel. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement prior to its execution by the parties.

12.10 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday in the State of New Jersey, in which event the period shall run until the end of the next day which is not a Saturday, Sunday,

or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in the State of New Jersey.

12.11 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages, provided that executed originals thereof are forwarded to the other party on the same day by any of the delivery methods set forth in Section 12.8 other than facsimile.

12.12 No Recordation. There shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto, prior to Closing. Nothing herein shall be deemed to prevent Buyer from filing a Notice of Settlement**.**

12.13 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at or after Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Buyer.

12.14 Discharge of Obligations. Except for those obligations which are herein specifically stated to survive Closing, the acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement.

12.15 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer, and their direct and indirect partners, shareholders, members, owners, subsidiaries or affiliates, officers and directors, employees, representatives or agents of the foregoing or any subsidiary, affiliate or controlling persons thereof, only, and are not for the benefit of any third party, and accordingly, except as set forth in Section 12.18 below, otherwise required by law, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

12.16 Waiver of Right to Jury Trial. Each party to this Agreement hereby expressly, voluntarily, knowingly and irrevocably waives any constitutional or other right each may have to a trial by jury in the event of a court litigation concerning any claim, demand, action or cause of action (a) arising under this Agreement, the parties' performance thereunder or any other instrument, document or agreement executed or delivered in connection therewith, or (b) in any way connected with or related or incidental to the dealings of the parties thereto or any of them with respect to any instruments, document or agreement related in any way whatsoever to the subject matter of this Agreement, and in each case, whether now existing or hereafter arising and whether sounding in tort or contract or otherwise. Any party to this Agreement may file an original counterpart or copy of this section with any court as written evidence of the consent of

the parties hereto to the waiver of their right to trial by jury. Each party represents that it has been represented by and consulted with counsel specifically with reference to this clause.

12.17 Bulk Sales Law. Buyer shall have the right to comply with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38 and Seller shall cooperate in connection with such compliance. In furtherance thereof: (i) Seller shall prepare and deliver to Buyer the Asset Transfer Tax Declaration (the "**TTD**") in the then current form prescribed by the New Jersey Department of the Treasury, Division of Taxation (the "**Division**") (and such other forms as the Division may require), so that such form is received by Buyer not less than thirty (30) days prior to the Closing; and (ii) Buyer may deliver a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600) in the then current form prescribed by the Division (and such other forms as the Division may require), together with the completed TTD and a fully executed copy of the Agreement, (the "**Tax Notification**") to the Division by registered or certified mail or overnight delivery so that such Tax Notification is received by the Division not less than fifteen (15) days prior to Closing. Seller shall provide all information requested by Buyer to enable Buyer to complete the Tax Notification, as soon as practicable. If, at any time prior to Closing, the Division informs Buyer that a possible claim (the "**Bulk Sales Claim**") for taxes imposed or to be imposed on Seller, including any interest or penalties thereon, any cost or fees imposed by the Division related thereto and any tax on the gain from the sale of the Property (collectively, "**Taxes**"), exists and the amount thereof (the "**Deficiency**"), then Buyer and Seller shall close as scheduled and without delay, and Buyer shall withhold the portion of the Purchase Price equal to the amount of the Deficiency, which amount so withheld shall be placed in an escrow account (the "**Tax Escrow**"), which Tax Escrow shall be held and disbursed pursuant to an escrow agreement in the form annexed hereto as **Exhibit J**. In the event the amount of the Deficiency exceeds the Purchase Price, Seller shall, at Closing, fund into the Tax Escrow an amount which equals the difference between the Deficiency and the Purchase Price. The escrow agent shall be a title agent, title company, attorney or bank authorized to transact business in New Jersey selected by Buyer and reasonably acceptable to Buyer and Seller ("**Tax Escrow Agent**"). Notwithstanding anything to the contrary contained herein, Seller shall have the right to negotiate with the Division regarding the Bulk Sales Claim and the Deficiency; provided, however, that: (i) Buyer shall be entitled to comply with all instructions of the Division; and (ii) the Closing shall not be delayed as a result thereof. For the avoidance of doubt, Buyer shall not be liable for any Taxes, and Seller shall indemnify, defend, and hold Buyer harmless from any liability, damage or expense incurred in connection with any claim for any such Taxes, including, without limitation, any interest and penalties thereon and cost and fees imposed by the Division relating thereto. The indemnification provision contained in this Section 12.17 shall survive the termination of the Agreement and/or the Closing under the Agreement.

12.18 Ownership of Seller; Guaranty. Buyer agrees that the Equity Owners shall be entitled to enforce Seller's rights under this Agreement and shall be covered by any release or indemnity from Buyer to Seller under this Agreement, whether or not specifically named in the applicable provision. BASF Corporation hereby guaranties the performance of Seller's obligations under this Agreement including, without limitation, with regard to all of Seller's post-closing obligations, including Seller's Remediation.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

SIGNATURE PAGE TO AGREEMENT OF PURCHASE AND SALE BY AND BETWEEN COGNIS USA LLC AND CITY OF HOBOKEN

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER:

Cognis USA LLC
a Delaware limited liability company

By: _____
Name:
Title: , hereunto duly authorized
Date executed by Seller: _____, 2016

BUYER:

City of Hoboken

By: _____
Name:
Title: , hereunto duly authorized
Date executed by Buyer: _____, 2016

GUARANTOR:

BASF Corporation
By: _____
Name: _____
Title: , hereunto duly authorized
Date executed by Guarantor: _____, 2016

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

TAX MAP BLOCK 103, LOT 7

BEGINNING at a point formed by the intersection of the easterly line of Madison Street with the southerly line of Twelfth Street and running thence:

(1) S 13° 04’ W and along the easterly line of Madison Street a distance of 250.00 feet to a point, thence

(2) S 76° 56’ E and parallel to Twelfth Street a distance of 200.00 feet to a point in the westerly line of Jefferson Street, thence

(3) N 13° 04’ E and along the westerly line of Jefferson Street, a distance of 250.00 feet to a point in the southerly line of Twelfth Street, thence

(4) N 76° 56’ W and along the southerly line of Twelfth Street a distance of 200.00 feet to a point in the easterly line of Madison Street, said point being the point or place of beginning.

CONTAINING 50,000 square feet.

SAID parcel being formerly designated as Block 103, Lots 7 to 26 on the Tax Map of the City of Hoboken.

TAX MAP BLOCK 107, LOT 1

BEGINNING at a point formed by the intersection of the westerly line of Adams Street with the northerly line of Twelfth Street and running thence:

(1) N 13° 04’ E and along the westerly line of Adams Street a distance of 400.00 feet to a point in the southerly line of Thirteenth Street, thence

(2) N 76° 56’ W and along the southerly line of Thirteenth Street a distance of 465.00 feet to a point in the easterly line of Madison Street, thence

(3) S 13° 04’ W and along the easterly line of Madison Street a distance of 400.00 feet to a point in the northerly line of Twelfth Street, thence

(4) S 76° 56’ E and along the northerly line of Twelfth Street a distance of 465.00 feet to a point in the westerly line of Adams Street, said point being the point or place of beginning.

CONTAINING 186,000 square feet.

SAID parcel being formerly designated as Block 107, Lots 1 to 32 and Block 108, Lots 1 to 32 on the Tax Map of the City of Hoboken.

TAX MAP BLOCK 113, LOT 1

BEGINNING at a point formed by the intersection of the westerly line of Adams Street with the northerly line of Thirteenth Street and running thence:

(1) N 13° 04’ E and along the westerly line of Adams Street a distance of 150.00 feet to a point, thence

(2) N 76° 56’ W and parallel to Thirteenth Street a distance of 200.00 feet to a point in the easterly line of Jefferson Street, thence

(3) S 13° 04’ W and along the easterly line of Jefferson Street a distance of 150.00 feet to a point in the northerly line of Thirteenth Street, thence

(4) S 76° 56’ E and along the northerly line of Thirteenth Street a distance of 200.00 feet to a point in the westerly line of Adams Street, said point being the point or place of beginning.

CONTAINING 30,000 square feet.

SAID parcel being formerly designated as Block 113, Lots 1 to 6 and Lots 27 to 32 on the Tax Map of the City of Hoboken.

EXHIBIT A-1

SURVEY

EXHIBIT B

PERMITTED EXCEPTIONS

[TO BE INSERTED AFTER REVIEW OF TITLE COMMITMENT.]

EXHIBIT C

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT dated as of the ___ day of _____, 20__ by and among **COGNIS USA LLC**, a limited liability company organized and existing under the laws of the State of Delaware, successor by conversion to Cognis Corporation ("Seller"), the **CITY OF HOBOKEN** ("Buyer"), and [_____], a [_____] organized and existing under the laws of the State of _____ (the "Escrow Agent").

W I T N E S S E T H

Seller holds record title to those certain parcels of land identified as (a) Block 103, Lot 7, (b) Block 107, Lot 1, and (c) Block 113, Lot 1, in the City of Hoboken, County of Hudson, State of New Jersey (the "Property"). Seller and Buyer have executed as of the date hereof an Agreement of Purchase and Sale (the "PSA"), providing for the purchase and sale of the Property.

Capitalized terms used but not otherwise defined herein shall have the respective meanings given them in the PSA. Notwithstanding the foregoing, it is expressly understood and agreed by the parties hereto that all references herein to the PSA are for the convenience of the parties hereto other than the Escrow Agent and the Escrow Agent shall have no obligation or duties toward any of the parties other than to fully comply with its responsibilities as Escrow Agent as described herein.

In consideration of the execution of this Escrow Agreement and the mutual covenants herein contained, the parties agree as follows:

1. Earnest Money. Contemporaneously with the execution by Buyer and delivery to Escrow Agent of the PSA, Buyer shall deliver to the Escrow Agent, and the Escrow Agent will acknowledge receipt of the amount of Three Million Dollars ($3,000,000.00) (collectively hereinafter referred to as the "Earnest Money"). The Earnest Money shall be held by Escrow Agent in accordance with this Agreement. As used herein, the term "Escrowed Sums" shall mean the amount of the initial Earnest Money hereunder, as increased by any interest earned thereon.

2. Disposition of Escrowed Sums. The Escrow Agent shall hold the Escrowed Sums in escrow until the Closing or earlier termination of this Agreement and shall disburse the Escrowed Sums in accordance with the terms of the PSA and this Agreement. If for any reason the Closing does not occur and either party makes a written demand upon the Escrow Agent for the Escrowed Sums, the Escrow Agent shall give written notice to the other party of such demand. If the Escrow Agent does not receive a written objection from the other party to a proposed release of the Escrowed Sums within five (5) business days after the giving of such notice, the Escrow Agent is hereby authorized to make such release. If the Escrow Agent does receive such written objection within such five (5) business day period, the provisions of Paragraph 3 below shall apply.

3. Objection to Disbursement. If Escrow Agent shall receive any objection to the release of any Escrowed Sums pursuant to Paragraph 2, then Escrow Agent shall continue to hold the disputed amount in escrow under the terms and conditions hereof, until the earlier of (a) receipt by Escrow Agent of joint instructions signed by Seller and Buyer regarding the release or disbursement of the disputed sums, or (b) receipt by Escrow Agent of a final, unappealable judgment, order or decree from a court of competent jurisdiction instructing Escrow Agent as to release and/or disbursement of the disputed sum.

4. Reliance; Duties. Escrow Agent may act in reliance on any writing or instrument or signature which it believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

5. Dispute. In the event of any dispute between the parties regarding the Escrowed Sums, Escrow Agent, at its option, may disregard all instructions received and either (i) hold the Escrowed Sums until the dispute is mutually resolved and Escrow Agent is advised of this fact in writing by both Seller and Buyer, or Escrow Agent is otherwise instructed by a final unappealable judgment of a court of competent jurisdiction, or (ii) deposit the Escrowed Sums into a court of competent jurisdiction (whereupon Escrow Agent shall be released and relieved of any and all liability and obligations hereunder from and after the date of such deposit).

6. Uncertainty. In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive conflicting instructions, claims or demands from the parties hereto, or instructions which conflict with any of the provisions of this Agreement or the PSA, Escrow Agent shall be entitled (but not obligated) to refrain from taking any action other than to keep safely the Escrowed Sums until Escrow Agent shall be instructed otherwise in writing signed by both Seller and Buyer, or by final judgment of a court of competent jurisdiction.

7. Indemnity. Seller and Buyer shall jointly and severally hold Escrow Agent harmless against any loss, damage, liability or expense incurred by Escrow Agent, arising out of or in connection with its entering into this Agreement and the carrying out of its duties hereunder, including the reasonable costs and expenses of defending itself against any claim of liability or participating in any legal proceeding. Escrow Agent may consult with counsel of its choice, and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

8. Resignation. Escrow Agent may resign at will and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect; provided, however, that (i) prior to the effective date of such resignation a substitute escrow agent is approved in writing by Seller and Buyer, which approval shall not be unreasonably withheld or delayed, or (ii) Escrow Agent shall deposit the Escrowed Sums with a court of competent jurisdiction. After such resignation, Escrow Agent shall have no further duties or liability hereunder.

9. Termination. Buyer and Seller, together, shall have the right to terminate the appointment of Escrow Agent hereunder by giving to it notice of such termination, specifying

the date upon which such termination shall take effect and designating a replacement Escrow Agent, who shall sign a counterpart of this Agreement. Upon demand of such successor Escrow Agent, the Escrowed Sums shall be turned over and delivered to such successor Escrow Agent, who shall thereupon be bound by all of the provisions hereof. Escrow Agent's agreements and obligations hereunder shall terminate and Escrow Agent shall be discharged from further duties and obligations hereunder upon final payment of the Escrowed Sums in accordance with the terms of this Agreement.

10. Continued Representation of a Party. Notwithstanding that Escrow Agent is acting as an escrow agent for the Escrowed Sums, and, further, notwithstanding any subsequent dispute which may arise between the parties related to this Agreement, the PSA, the Escrowed Sums or otherwise, if Escrow Agent is legal counsel to a party hereunder, each party agrees that Escrow Agent may continue to represent such party as legal counsel in connection with this Agreement, the PSA and the transactions contemplated hereby or thereby and/or with respect to any dispute or litigation arising out of the PSA or this Agreement.

11. Entire Agreement. This Agreement embodies the entire understanding and agreement of the parties to this Agreement concerning Escrow Agent's obligations, and supersedes all prior and contemporaneous agreements, understandings, negotiations, offers and expressions of intent, whether oral or written. None of the terms and conditions of this Agreement may be modified except by a writing, signed by Seller, Buyer and Escrow Agent. In the event of any inconsistency between this Agreement and the PSA, the terms of this Agreement shall control.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller, Buyer and Escrow Agent and their respective successors in interest.

13. Notices. Any demand, notice or other communication required or permitted to be given hereunder shall be in writing, and shall be delivered personally, by recognized overnight national courier service (such as Federal Express) for next business day delivery, by telecopy or email (with a hard copy and a transmission confirmation sent by a recognized overnight national courier service), or by certified mail, return receipt requested, first-class postage prepaid to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other):

To Buyer:

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attention: [_____]
Telephone: [_____]
Facsimile: [_____]
Email: [_____]

with copy which shall not constitute notice to:

The Buzak Law Group, LLC
150 River Road, Suite N-4
Montville, New Jersey 07045
Attention: Edward J. Buzak, Esq.
Telephone: (973) 335-0600
Facsimile: (973) 335-1145
Email: ejbuzak@buzaklawgroup.com

To Seller:

Cognis USA LLC
c/o BASF Corporation
100 Park Avenue
Florham Park, New Jersey 07932
Attention: Charles Waltz
Telephone: (973) 245-6595
Email: charles.waltz@basf.com

with copy to:

Cognis USA LLC
c/o BASF Corporation
100 Park Avenue
Florham Park, New Jersey 07932
Attention: Mary Kenny, Esq.
Telephone: (973) 245-5219
Email: mary.kenny@basf.com

with copy which shall not constitute notice to:

Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, New Jersey 07932
Attention: Glenn S. Pantel, Esq.
Telephone: (973) 549-7020
Facsimile: (973) 360-9831
Email: glenn.pantel@dbr.com

To Escrow Agent:

[_____]
[_____]
[_____]
Attention: [_____]
Telephone: [_____]
Facsimile: [_____]

Email: [_____]

Any notice delivered to a party's designated address by (a) personal delivery, (b) recognized overnight national courier service, or (c) certified mail, return receipt requested, shall be deemed to have been received by such party at the time the notice is delivered to such party. Any notice sent by fax to the party's designated fax number or email address shall be effective upon receipt, provided receipt occurs before 5:00 PM on a business day in the State of New Jersey. Confirmation by the courier delivering any notice given pursuant to this Paragraph 13 shall be conclusive evidence of receipt of such notice. Each party hereby agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, receipt of the same upon request by any other party and that any notice rejected or refused by it shall be deemed for all purposes of this Agreement to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. Any notice given by an attorney for a party shall be effective for all purposes.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

15. Section Headings. The respective section and subsection headings contained in this Agreement are for convenience of reference only, and shall not be deemed to modify, limit, define or describe in any respect any of the provisions of this Agreement.

16. Execution in Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute a single Agreement.

[SIGNATURE PAGE FOLLOWS]

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

Cognis USA LLC

By: _____
Name:

City of Hoboken

By: _____
Name:
Title:

[_____]

By: _____
Name:
Title:

EXHIBIT D

FORM OF DEED

Record and Return to: Prepared by:

_____

DEED

This Deed is made on _____, 20__

BETWEEN

COGNIS USA LLC, a Delaware limited liability company, whose address is c/o BASF Corporation, 100 Park Avenue, Florham Park, New Jersey 07932, referred to as the **Grantor**,

AND

THE CITY OF HOBOKEN, a [_____], whose address is 94 Washington Street, Hoboken, New Jersey, referred to as the **Grantee**.

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

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Thirty Million Dollars ($30,000,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) City of Hoboken, Block No. 103, Lot No. 7; Block No. 107, Lot No. 1; and Block No. 113, Lot No. 1.
Account No. [___]

[ ] No property tax identification number is available on the date of this Deed. (Check box if applicable.)

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

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

Being a portion of the same premises conveyed to Grantor by Deed dated October 25, 2001 from Henkel Corporation which Deed was recorded in the Office of the County Register of Hudson County on October 29, 2001 in Deed Book 5888, page 308.

The Property is subject to that certain Deed Notice dated June 19, 2015, recorded July 1, 2015, under Instrument No. 20150701010057160 of the Hudson County Register of Deeds of Hudson County, New Jersey and that certain Declaration of Environmental Restrictions dated October 21, 1996, recorded November 8, 1996, in the office of the Hudson County Register of Deeds of Hudson County, New Jersey in Book 5065, Page 26.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property, except for easements, covenants and restrictions of record. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Restrictive Covenants. This Deed shall be subject to the following restrictive covenant, and by acceptance and recordation of this Deed Grantee hereby agrees that the Property conveyed by this Deed shall not be developed or used for Residential Use at or below grade (i.e. the ground floor or any subsurface levels). "**Residential Use**" as used herein shall mean and include any improvement, structure or dwelling used for living accommodations (single or multi-family occupancy, including, without limitation, detached housing, condominiums, apartment buildings, dormitories, and senior citizen housing); any day care facility (whether for infants, children, the infirm, or the elderly); any hospital, hospice, and nursing home facility; any school for individuals under the age of twenty-one (21); any prison; and any other similar or like use. This Deed shall be subject to the following restrictive covenant, and by acceptance and recordation of this Deed Grantee hereby agrees that the groundwater beneath the Property shall not be used for any purpose, and no groundwater wells shall be drilled, constructed, or installed on the Property excepting any groundwater wells that may be required by a governmental authority having jurisdiction over the Property, or the environmental consultant who is a Licensed Site Remediation Professional licensed by NJDEP pursuant to N.J.S.A. 58:10C-1 *et seq*. of record for the Property, for the purpose of required environmental testing, monitoring, or remediation. The foregoing restrictive covenants shall be covenants running with the Property conveyed by this Deed.

Signatures. The Grantor and the Grantee each sign this Deed as of the date at the top of the first page.

[SIGNATURE PAGE FOLLOWS]

Grantor:

COGNIS USA LLC

By: _____
[Name]
[Title]

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on [_____], 20__, [_____], [_____] of Cognis USA LLC personally came before me and stated to my satisfaction that this person:

(a) was the maker of the attached Deed;
(b) was authorized to and did execute this Deed as [_____] of Cognis USA LLC, the entity named in this Deed;
(c) this Deed was made for $[_____] as the full and actual consideration paid or to be paid for the transfer of title (such consideration is defined in N.J.S.A. 46:15-5); and
(d) this Deed was executed as the act of the entity.

_____

GIT/REP-3
(9-2015)

State of New Jersey

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(Please Print or Type)

Name(s)

Current Street Address

City, Town, Post Office Box | State | Zip Code

Block(s) | Lot(s) | Qualifier

Street Address

City, Town, Post Office Box | State | Zip Code

Seller's Percentage of Ownership | Total Consideration | Owner's Share of Consideration | Closing Date

1. ❑ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ❑ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ❑ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ❑ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ❑ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ❑ The total consideration for the property is $1,000 or less so the seller is not required to make an estimated income tax payment.
7. ❑ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
   ❑ Seller did not receive non-like kind property.
8. ❑ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ❑ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ❑ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ❑ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ❑ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ❑ The property transferred is a cemetery plot.
14. ❑ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

The undersigned understandsthat this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ❑ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date | By: Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date | Signature

{171033.DOCX.1}
83586815.36

MUST SUBMIT IN DUPLICATE
NC1645 – Affidavit of Consideration for Use by Seller
RTF-1 (Rev. 7/14/10) P7/10

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STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, **P.L.** 1968, as amended through Chapter 33, **P.L.** 2006)(**N.J.S.A.** 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY
} SS. County Municipal Code

COUNTY OF HUDSON 0905
MUNICIPALITY OF PROPERTY LOCATION City of Hoboken

FOR RECORDER'S USE ONLY
Consideration $_____
RTF paid by seller $_____
Date _____ By_____

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (*Instructions 3 and 4 attached*)

Deponent, _____, being duly sworn according to law upon their oath, deposes
(Name)
and says that he/she is the _____ in a deed dated _____ **(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)**
transferring real property identified as Block number _____ Lot number _____
located at _____ and annexed thereto.
(Street Address, Town)

(2) **CONSIDERATION$**_____*(Instructions #1 and #5 on reverse side)* ☐no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:** (*Instructions #5A and #7 on reverse side*)

Total Assessed Valuation **÷ Director's Ratio** **= Equalized Assessed Valuation**
$_____ **÷** _____**% = $**_____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE*(See Instruction #8 on reverse side)*
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by **C.** 49, **P.L.** 1968, as amended through **C.** 66, **P.L.** 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail. _____

(5) PARTIAL EXEMPTION FROM FEE (*Instruction #9 on reverse side*)
NOTE: All boxes below apply to grantor(s) only. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED**. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fees, as applicable, imposed by **C.** 176, **P.L.** 1975, **C.** 113, **P.L.** 2004 and **C.** 66, **P.L.** 2004 for the following reason(s): _____

A.SENIOR CITIZEN *(Instruction #9 on reverse side for A or B)*
- ☐ Grantor(s) 62 years of age or over.*
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ One- or two-family residential premises.
- ☐ Resident of the State of New Jersey.
- ☐ Owners as joint tenants must all qualify.

B.BLIND PERSON *(Instruction #9 on reverse side for A or B)*
- ☐ Grantor(s) legally blind.*
- ☐ Owned and occupied by grantor(s) at time of sale.
- ☐ One- or two-family residential premises
- ☐ Resident of State of New Jersey.
- ☐ Owners as joint tenants must all qualify.

***** IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

DISABLED PERSON *(Instruction #9 on reverse side for A or B)*
- ☐ Grantor(s) permanently and totally disabled.*
  - ☐ Grantor(s) receiving disability payments.*
  - ☐ Grantor(s) not gainfully employed.*
- ☐ Owned and occupied by grantor(s) at time of sale.
  - ☐ One- or two-family residential premises
  - ☐ Resident of the State of New Jersey.
  - ☐ Owners as joint tenants must all qualify.

C. **LOW AND MODERATE INCOME HOUSING** (*Instruction #9 on reverse side*)
- ☐ Affordable according to HUD standards.
- ☐ Meets income requirements of region.
- ☐ Reserved for occupancy.
- ☐ Subject to resale controls.

(6) NEW CONSTRUCTION*(Instructions #2, #10 and #12 on reverse side)*
- ☐ Entirely new improvement.
- ☐ Not previously occupied.
- ☐ Not previously used for any purpose.
- ☐ "**New Construction**" printed clearly at top of first page of deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES*(Instructions #5, #12, #14 on reverse side)*
- ☐ No prior mortgage assumed or to which property is subject at time of sale.
- ☐ No contributions to capital by either grantor or grantee legal entity.
- ☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, **P.L.** 1968, as amended through Chapter 33, **P.L.** 2006.

Subscribed and sworn to before me
this _____
day of _____

SEE SIGNATURE AND NOTARY PAGES ATTACHED HERETO.

_____
Grantor Name

_____
Notary Public

_____
Deponent Address

_____
Grantor Address at Time of Sale

XXX-XXX-
Last 3 digits in Grantor's Social Security Number

_____
Name/Company of Settlement Officer

County recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed to:

FOR OFFICIAL USE ONLY
Instrument Number _____County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

State of New Jersey – Division of Taxation, P.O. Box 251, Trenton, NJ 08695-0251, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: **www.state.nj.us/treasury/taxation/lpt/localtax.htm**

EXHIBIT E

FORM AFFIDAVIT OF TITLE

STATE OF NEW JERSEY)
) ss.
COUNTY OF)

1. Title. I am a _____ of Cognis USA LLC, successor by conversion to Cognis Corporation (the "Company"). I am fully familiar with the business of the Company. I am a citizen of the United States and at least eighteen (18) years old. The statements contained in this Affidavit of Title are true to the best of my knowledge, information and belief.

2. Authority. The Company is the only owner of the property known and designated as (a) Block 103, Lot 7, (b) Block 107, Lot 1, and (c) Block 113, Lot 1 on the Official Tax Map of the City of Hoboken, County of Hudson, State of New Jersey, and described on Schedule 1 annexed hereto (the "Property"). The Property is today being conveyed by the Company to the **CITY OF HOBOKEN** ("Buyer"). This action, and the making of this Affidavit of Title, have been duly authorized. The Company is a duly organized and existing limited liability company of the State of Delaware and is qualified to do business in the State of New Jersey. The Company has not been dissolved. The Company is not restrained from doing business nor has any legal action been taken for that purpose.

3. Ownership and Possession. There are no tenants or other occupants on the Property. The Company has owned the Property since _____. Since then no one has questioned its ownership or right to possession. Except for its agreements with the Buyer, it has not signed any contracts which remain in effect to sell the Property to any third party, nor has it given anyone else any rights concerning the purchase of the Property.

4. Encumbrances. The Company is not aware that anyone has filed or intends to file a lien claim relating to the Property. No construction work has been performed on the Property for at least the past four (4) months. The Company has not allowed any interest to be created which affects the ownership of the Property. The Company does not owe any disability, unemployment, social security or alcoholic beverage taxes. No bankruptcy or insolvency proceedings have been started by or against the Company, nor has the Company ever been declared bankrupt.

5. Exceptions. The only exceptions to the statements contained in this Affidavit of Title are (i) the Permitted Exceptions set forth in the Agreement of Purchase and Sale pursuant to which this transaction is being consummated; and (ii) the exceptions set forth in Schedule B-2 of the title commitment no. _____ issued by _____, as agent for _____ (the "Title Company") and revised through today's date.

6. Reliance. The Company makes this Affidavit of Title in order to induce the Title Company to insure Buyer's title to Property. It is aware that the Title Company relies upon the statements made in this Affidavit of Title and their truthfulness.

Dated: _____, 20__.

Cognis USA LLC
a Delaware limited liability company

By:_____
Name:
Title:
Date executed by the Company: _____ __, 20__

Sworn and subscribed to
before me this ____ day of _____, 20__.

_____
Notary Public or Attorney at Law
State of New Jersey

EXHIBIT F

INTENTIONALLY OMITTED

EXHIBIT G-1

INTENTIONALLY OMITTED.

EXHIBIT G-2

INTENTIONALLY OMITTED.

EXHIBIT H

ACCESS AGREEMENT

EXHIBIT I-1

TERMINATION OF EXISTING DEED NOTICE

[SUBJECT TO REVIEW BY EXCEL/DISCUSS INCLUDING TERMINATION OF EXISTING DEED NOTICE IN AGREED UPON ANTICIPATED ACTION PLAN]

TERMINATION OF DEED NOTICE
FILED AT THE OFFICE OF THE REGISTER OF HUDSON COUNTY
IN DEED BOOK 9048, PAGES 33 THROUGH AND INCLUDING 98

AS TO

BLOCK 107, LOT 1 AND ALSO BLOCK 113, LOT 1, TAX MAP OF THE CITY OF HOBOKEN, HUDSON COUNTY

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED IN THE SAME MANNER AS DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: _____
Mary T. Kenny, Esq.
BASF Corporation

Recorded by: _____
[*Signature, Officer of County Recording Office*]
[*Print name below signature*]

This Termination of Deed Notice is made as of _____day of _____, 2016 by BASF Corporation (hereinafter "BASF"), having an address at 100 Park Avenue, Florham Park, New Jersey 07932, and COGNIS USA LLC, a Delaware limited liability company, having an address c/o BASF Corporation, 100 Park Avenue, Florham Park, New Jersey 07932, successor by conversion to COGNIS CORPORATION (hereinafter collectively, with their successors and assigns, being referred to herein as "Owner" or "BASF Corporation").

1. DEED NOTICE RECORDED IN THE OFFICE OF THE REGISTER OF HUDSON COUNTY, AT BOOK 9048, PAGES 33-98. By way of a Deed Notice (hereinafter the "Deed Notice") dated June 19, 2015, BASF Corporation advised of: (a) the existence of soil

contamination in concentrations at the real property situated in the City of Hoboken and designated as Block 107, Lot 1 and Block 113, Lot 1 (hereinafter collectively, the “Property") on the Tax Map of the City of Hoboken that do not allow for the unrestricted use of the Property; (b) the existence of institutional and/or engineering controls selected as part of the remedial action for the Property; and (c) the continuing obligation of BASF Corporation, subsequent owners, and others to monitor and maintain those institutional and/or engineering controls. The Deed Notice was part of the remediation of contamination at the Property and was recorded in the Office of the Register of Hudson County on June 19, 2015 in Book 9048, Pages 33-98 by BASF Corporation and COGNIS USA LLC, the prior owner of the Property. Pursuant to Paragraph 8 of the Deed Notice, the Deed Notice was to remain in effect until such time as the Department approved the termination of the Deed Notice by executing a document expressly terminating the Deed Notice.

2. TRANSFER OF THE PROPERTY. By Deed dated [_____] and recorded in the Office of the Register of Hudson County on [_____], 2016 in Book [____], Pages [_____], COGNIS USA LLC transferred to the City of Hoboken ownership of Block 107, Lot 1 and Block 113, Lot 1, subject to the Deed Notice.

3. TERMINATION OF DEED NOTICE RECORDED IN THE OFFICE OF THE REGISTER OF HUDSON COUNTY AT BOOK 9048, PAGES 33-98 AS TO BLOCK 107, LOT 1 AND BLOCK 113, LOT 1. By way of letter dated [_____], 2016, BASF Corporation requested approval from the Department to terminate the Deed Notice to reflect that conditions of the Property that required the execution and recording of the Deed Notice on the Property have changed. The Department approved the request by way of letter dated [_____]. Accordingly, the Department hereby executes this Termination of Deed

Notice. Subject to the provisions of paragraph 5 below, the Department directs that the Deed Notice recorded in the Office of the Register of Hudson County in Book 9048, Pages 33-98 shall be terminated and discharged. A metes and bounds description of the Property and a scaled map showing the boundaries of the Property are attached hereto as **Exhibits A** and **B**, respectively.

4. EXECUTION OF NEW DEED NOTICE FOR BLOCK 107, LOT 1 and BLOCK 113, LOT 1. Although the Department has determined that a change in conditions warrants the termination of the Deed Notice as to Block 107, Lot 1 and Block 113, Lot 1, the Department also has determined that soil contamination remains on Block 107, Lot 1 and Block 113, Lot 1, in concentrations that do not allow for the unrestricted use of the Property. Thus, the approved remedial action includes a new Deed Notice for the Property. The new Deed Notice shall be executed by and recorded by the City of Hoboken.

5. EFFECTIVE DATE OF TERMINATION OF DEED NOTICE. This Termination of Deed Notice shall take effect on the date of this Termination of Deed Notice or the date the new Deed Notice for Block 107, Lot 1 and Block 113, Lot 1, is recorded in the Office of the Register of Hudson County, whichever is later, or, if this Termination of Deed Notice and the new Deed Notice are simultaneously recorded in the Office of the Register of Hudson County, on the date of such simultaneous recording.

6. **SIGNATURES IN WITNESS WHEREOF,** BASF Corporation, COGNIS USA LLC and the New Jersey Department of Environmental Protection have executed this Termination of Deed Notice, as of the date first written above.

WITNESS:	**BASF CORPORATION**
_____	By:_____
[Signature]	Name:_____

Title:_____

_____
[Print Name]

STATE OF NEW JERSEY

COUNTY OF SS.:

I certify that on _____, 2016, [_____] personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) This person is the [_____] of BASF Corporation;

(b) This person is the attesting witness to the signing of this document by the proper officer who is the [_____] of BASF Corporation;

(c) This document was signed and delivered by the corporation as its voluntary act and was duly authorized; and

(d) This person signed this proof to attest to the truth of these facts.

_____
[Signature]

_____
[Print Name and Title of Attesting Witness]

_____
Notary Public of the State of New Jersey

_____
[Print Name]

WITNESS:

COGNIS USA LLC

_____
[Signature]

By:_____
Name:_____
Title:_____

_____
[Print Name]

STATE OF NEW JERSEY

COUNTY OF SS.:

I certify that on _____, 2016, [_____] personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) This person is the [_____] of COGNIS USA LLC;

(b) This person is the attesting witness to the signing of this document by the proper officer who is the [_____] of COGNIS USA LLC;

(c) This document was signed and delivered by the limited liability company as its voluntary act and was duly authorized; and

(d) This person signed this proof to attest to the truth of these facts.

_____
[Signature]

_____
[Print Name and Title of Attesting Witness]

_____
Notary Public of the State of New Jersey

_____
[Print Name]

WITNESS:

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
[Signature]

By: _____
[Signature]

_____
[Print name and title]

_____
[Print name and title]

STATE OF NEW JERSEY

COUNTY OF MERCER SS.:

I certify that on _____, 2016, [_____], [_____] of the New Jersey Department of Environmental Protection personally came before me, and this person acknowledged under oath, to my satisfaction, that this person:

(a) Is [_____] and is authorized to execute this document on behalf of the New Jersey Department of Environmental Protection;

(b) Signed, sealed and delivered this document as his or her act and deed in his capacity as [_____] of the New Jersey Department of Environmental Protection; and

(c) This document was signed and delivered by the New Jersey Department of Environmental Protection as its voluntary act, duly authorized.

_____
Notary Public of the State of New Jersey

_____
[Print Name]

RECORD AND RETURN TO:

Mary T. Kenny, Esq.
BASF Corporation
100 Park Avenue
Florham Park, New Jersey 07932

EXHIBIT A

Metes and Bounds Description of the Property

EXHIBIT B

Scaled Tax Map of the Property and Institutional/Engineering Control Boundaries

EXHIBIT I-2

FORM OF NEW DEED NOTICE

[TO BE PROVIDED.]

[SUBJECT TO REVIEW BY EXCEL/DISCUSS INCLUDING ESTABLISHMENT OF NEW DEED NOTICE IN AGREED UPON ANTICIPATED ACTION PLAN]

EXHIBIT J

BULK SALES TAX ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made as of the ___ day of _____, 20__ by and among **[_____]**, a [_____], having an address at [_____] ("Escrow Agent"), **COGNIS USA LLC**, a Delaware limited liability company, successor by conversion to Cognis Corporation ("Seller") and the **CITY OF HOBOKEN** ("Buyer").

PRELIMINARY STATEMENT

Seller and Buyer are parties to that certain Agreement of Purchase and Sale, dated _____, 20__ (the "Contract"), relating to certain real property known and located at (a) Block 103, Lot 7, (b) Block 107, Lot 1, and (c) Block 113, Lot 1, in the City of Hoboken, County of Hudson, State of New Jersey (the "Property").

Section 11.17 of the Contract provides that simultaneously with the conveyance of the Property to Buyer, Buyer shall post a Tax Escrow (as defined in the Contract) on Seller's behalf. This Agreement shall govern the terms of such escrow and the disbursement of amounts from such escrow.

Capitalized terms used in this Agreement, which are not defined in this Agreement, shall have the meanings given to such terms in the Contract.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Tax Escrow Funds. Simultaneously herewith, Buyer has deposited the sum of $[_____], which amount has been withheld from the Purchase Price, to be held by Escrow Agent as the Tax Escrow, in accordance with the provisions hereof. Escrow Agent shall hold the Escrowed Sums (as hereinafter defined) in an interest bearing trust account at [INSERT an FDIC insured banking institution authorized to do business in New Jersey, with offices located in New Jersey, which is acceptable to Seller and Buyer]. As used herein, the term "Escrowed Sums" shall mean the amount of the initial deposit hereunder, as increased by any interest earned thereon and as decreased by any sums which have been disbursed from escrow in accordance with the terms hereof.

2. Payment to Division of Taxation. Within five (5) days after receipt from the Division, Seller or Buyer, as the case may be, shall forward to Escrow Agent and the other party hereunder a copy of any written instructions of the Division regarding the disbursement of Escrowed Sums ("Disbursement Instructions"). No sooner than five (5) days after receipt, Escrow Agent shall disburse all or a portion of the Escrowed Sums in accordance with such Disbursements Instructions.

3. Release of Funds to Seller. Within five (5) days after receipt from the Division, Seller or Buyer, as the case may be, shall forward to Escrow Agent and the other party hereunder a copy of any written confirmation ("Release Authorization") from the Division that the Deficiency has been paid in full or that Seller has no further liability for the Deficiency. Upon receipt of such Release Authorization, Escrow Agent shall release to Seller any Escrowed Sums which remain in escrow (and which the Division has not required to be paid to the Division pursuant to any Disbursement Instructions or Release Authorization); provided, however, that Escrow Agent shall not release any Escrowed Sums to Seller until at least ten (10) days after Escrow Agent receives the Release Authorization, nor thereafter if Escrow Agent shall have received written notice of objection from Buyer within such ten (10) day period.

4. Objection to Disbursement. If Escrow Agent shall receive any objection from Buyer to the release of any Escrowed Sums to Seller pursuant to Paragraph 3, then Escrow Agent shall release any undisputed amount and shall continue to hold the disputed amount in escrow under the terms and conditions hereof, until the earlier of (a) receipt by Escrow Agent of joint instructions signed by Seller and Buyer regarding the release or disbursement of the disputed sums, or (b) receipt by Escrow Agent of a final, unappealable judgment, order or decree from a court of competent jurisdiction instructing Escrow Agent as to release and/or disbursement of the disputed sum.

5. Reliance; Duties. Escrow Agent may act in reliance on any writing or instrument or signature which it believes to be genuine, and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

6. Dispute. In the event of any dispute between the parties regarding the Escrowed Sums, Escrow Agent, at its option, may disregard all instructions received and either (i) hold the Escrowed Sums until the dispute is mutually resolved and Escrow Agent is advised of this fact in writing by both Seller and Buyer, or Escrow Agent is otherwise instructed by a final unappealable judgment of a court of competent jurisdiction, or (ii) deposit the Escrowed Sums into a court of competent jurisdiction (whereupon Escrow Agent shall be released and relieved of any and all liability and obligations hereunder from and after the date of such deposit).

7. Uncertainty. In the event Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive conflicting instructions, claims or demands from the parties hereto, or instructions which conflict with any of the provisions of this Agreement or the Contract, Escrow Agent shall be entitled (but not obligated) to refrain from taking any action other than to keep safely the Escrowed Sums until Escrow Agent shall be instructed otherwise in writing signed by both Seller and Buyer, or by final judgment of a court of competent jurisdiction.

8. Indemnity. Seller and Buyer shall jointly and severally hold Escrow Agent harmless against any loss, damage, liability or expense incurred by Escrow Agent, arising out of or in connection with its entering into this Agreement and the carrying out of its duties hereunder, including the reasonable costs and expenses of defending itself against any claim of liability or participating in any legal proceeding. Escrow Agent may consult with counsel of its choice, and

shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

9. Resignation. Escrow Agent may resign at will and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect; provided, however, that (i) prior to the effective date of such resignation a substitute escrow agent is approved in writing by Seller and Buyer, which approval shall not be unreasonably withheld or delayed, or (ii) Escrow Agent shall deposit the Escrowed Sums with a court of competent jurisdiction. After such resignation, Escrow Agent shall have no further duties or liability hereunder.

10. Termination. Buyer and Seller, together, shall have the right to terminate the appointment of Escrow Agent hereunder by giving to it notice of such termination, specifying the date upon which such termination shall take effect and designating a replacement Escrow Agent, who shall sign a counterpart of this Agreement. Upon demand of such successor Escrow Agent, the Escrowed Sums shall be turned over and delivered to such successor Escrow Agent, who shall thereupon be bound by all of the provisions hereof. Escrow Agent's agreements and obligations hereunder shall terminate and Escrow Agent shall be discharged from further duties and obligations hereunder upon final payment of the Escrowed Sums in accordance with the terms of this Agreement.

11. Continued Representation of a Party. Notwithstanding that Escrow Agent is acting as an escrow agent for the Escrowed Sums, and, further, notwithstanding any subsequent dispute which may arise between the parties related to this Agreement, the Contract, the Escrowed Sums or otherwise, if Escrow Agent is legal counsel to a party hereunder, each party agrees that Escrow Agent may continue to represent such party as legal counsel in connection with this Agreement, the Contract and the transactions contemplated hereby or thereby and/or with respect to any dispute or litigation arising out of the Contract or this Agreement.

12. Entire Agreement. This Agreement embodies the entire understanding and agreement of the parties to this Agreement concerning Escrow Agent's obligations, and supersedes all prior and contemporaneous agreements, understandings, negotiations, offers and expressions of intent, whether oral or written. None of the terms and conditions of this Agreement may be modified except by a writing, signed by Seller, Buyer and Escrow Agent. In the event of any inconsistency between this Agreement and the Contract, the terms of this Agreement shall control.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller, Buyer and Escrow Agent and their respective successors in interest.

14. Notices. Any demand, notice or other communication required or permitted to be given hereunder shall be in writing, and shall be delivered personally, by recognized overnight national courier service (such as Federal Express) for next business day delivery, by telecopy or email (with a hard copy and a transmission confirmation sent by a recognized overnight national courier service), or by certified mail, return receipt requested, first-class postage prepaid to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other):

To Buyer:

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attention: [_____]
Telephone: [_____]
Facsimile: [_____]
Email: [_____]

with copy which shall not constitute notice to:

The Buzak Law Group, LLC
150 River Road, Suite N-4
Montville, New Jersey 07045
Attention: Edward J. Buzak, Esq.
Telephone: (973) 335-0600
Facsimile: (973) 335-1145
Email: ejbuzak@buzaklawgroup.com

To Seller:

Cognis USA LLC
c/o BASF Corporation
100 Park Avenue
Florham Park, New Jersey 07932
Attention: Charles Waltz
Telephone: (973) 245-6595
Email: charles.waltz@basf.com

with copy to:

Cognis USA LLC
c/o BASF Corporation
100 Park Avenue
Florham Park, New Jersey 07932
Attention: Mary Kenny, Esq.
Telephone: (973) 245-5219
Email: mary.kenny@basf.com

with copy which shall not constitute notice to:

Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, New Jersey 07932
Attention: Glenn S. Pantel, Esq.

Telephone: (973) 549-7020
Facsimile: (973) 360-9831
Email: glenn.pantel@dbr.com

To Escrow Agent:

[_____]
[_____]
[_____]
Attention: [_____]
Telephone: [_____]
Facsimile: [_____]
Email: [_____]

Any notice delivered to a party's designated address by (a) personal delivery, (b) recognized overnight national courier service, or (c) certified mail, return receipt requested, shall be deemed to have been received by such party at the time the notice is delivered to such party. Any notice sent by fax to the party's designated fax number or email address shall be effective upon receipt, provided receipt occurs before 5:00 PM on a business day in the State of New Jersey. Confirmation by the courier delivering any notice given pursuant to this Paragraph 14 shall be conclusive evidence of receipt of such notice. Each party hereby agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, receipt of the same upon request by any other party and that any notice rejected or refused by it shall be deemed for all purposes of this Agreement to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. Any notice given by an attorney for a party shall be effective for all purposes.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. Section Headings. The respective section and subsection headings contained in this Agreement are for convenience of reference only, and shall not be deemed to modify, limit, define or describe in any respect any of the provisions of this Agreement.

17. Execution in Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute a single Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of this Agreement.

ESCROW AGENT:

[_____]

By: _____
Name:
Title:

SELLER:

Cognis USA LLC

By: _____
Name:
Title:

BUYER:

City of Hoboken

By: _____
Name:
Title:

<u>Exhibit K</u>

IRS FORM 8283

[BASF TO PROVIDE COMPLETED FORM]

Exhibit L

ENVIRONMENTAL DISCLOSURES

Exhibit M

ANTICIPATED ACTION PLAN

Soil

Closure Reports

1. Submission of RIR/RAR and NJDEP forms by LSRP to NJDEP. Estimated October 2016
2. Submission of RAP application by LSRP to NJDEP. Estimated October 2016

Final Closure Tasks

1. NJDEP RAP approval. Estimated November 2016
2. LSRP issuance of RAO. Estimated November 2016

Groundwater

Pre-Remedial Action Permit Application Evaluation

1. Finalize review of available third party off-site monitoring well information. Complete
2. Obtain access agreement with third party off-site monitoring well owner. Complete
3. Collection and assessment of water level measurements from third party off-site monitoring wells. Complete
4. Determine likely final RAP monitoring well network. Complete. See attached GW Monitoring map.
5. Additional off-site monitoring well installation. Complete
6. Selected monitoring well abandonment. Complete
7. Collection of final pre-RAP water levels and groundwater samples from selected new and existing wells. See attached GW Monitoring map for parameters. Scheduled for October 2016.

Closure Reports

1. Submission of RIR/RAR (including establishment of CEA for parameters listed on attached GW Monitoring map) and NJDEP forms by LSRP to NJDEP. Estimated February 2017*
2. Submission of RAP application by LSRP to NJDEP. Estimated February 2017*

Final Closure Tasks

1. NJDEP RAP approval. Estimated March-April 2017*
2. LSRP issuance of RAO. Estimated March-April 2017*

Post-Closure Tasks

1. As part of CEA, perform up to 8 quarters of groundwater monitoring (with first event occurring in October 2016). Current outside date for issuance of Groundwater RAO is December 31, 2018.

*Adjustments to schedule could occur based on results of October 2016 groundwater sampling.

INTRODUCED BY:_____

SECONDED BY:_____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY CURRENTLY KNOWN AND DESCRIBED AS BLOCK 103, LOT 7; BLOCK 107, LOT 1; AND BLOCK 113, LOT 1 ON THE OFFICIAL TAX MAP OF THE CITY OF HOBOKEN ("THE PROPERTY") FOR PUBLIC OPEN SPACE AND PARK PURPOSES, AND/OR OTHER PUBLIC PURPOSES, INCLUDING, WITHOUT LIMITATION, THE INSTALLATION OF A SUBSURFACE STORMWATER MANAGEMENT AND FLOOD CONTROL FACILITY AND, ON BLOCK 113, LOT 1, A MUNICIPAL ABOVE-GROUND PARKING GARAGE AND FACILITY AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND EFFECT THE ACQUISITION OF THE PROPERTY.

WHEREAS, N.J.S.A. 40A:12-5 and N.J.S.A. 20:3-1 et seq. authorize public entities to acquire real property or an interest in real property; and

WHEREAS, the City Council of the City of Hoboken ("Council" or "City") has deemed it necessary to acquire certain real property in the City currently known as Block 103, Lot7; Block 107, Lot ; and Block 113, Lot 1 on the Official Tax Map of the City (the "Property"); and

WHEREAS, the City Council adopted Ordinance No. Z-190 on June 20, 2012 authorizing the acquisition of the Property for public open space and park purposes by purchase or eminent domain, if necessary; and

WHEREAS, subsequent to the adoption of Ordinance No. Z-190, an offer to purchase the Property was made by the City to the owners of the Property; and

WHEREAS, the current owner of the Property is Cognis USA LLC ("Cognis"); and

WHEREAS, negotiations have ensued between the City and Cognis and have now resulted in an Agreement for the City to acquire the Property in consideration of the payment of THIRTY MILLION DOLLARS ($30,000,000.00); and

WHEREAS, there has been prepared a certain "Agreement of Purchase and Sale by and Between Cognis USA LLC, as Seller and City of Hoboken, as Buyer", dated as of September 2016 ("Purchase and Sale Agreement"), setting forth the rights, duties and obligations of the parties in connection with the purchase and sale of the Property; and

WHEREAS, the City desires to approve the terms and conditions of said Purchase and Sale Agreement, authorize its execution and authorize the acquisition of the Property,in accordance with the terms and conditions of said Purchase and Sale Agreement; and

WHEREAS, the City further desires to authorize the execution of additional related Agreements and documents, including, without limitation, appropriate related Escrow Agreements, Affidavits, Post-Closing Access Agreement, Closing Statements, and all other documents and Agreements necessary to effectuate the purposes of this Ordinance and the acquisition of the Property.

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

SECTION 1. All the terms and conditions of a certain Purchase and Sale Agreement by and between Cognis USA LLC as Seller and City of Hoboken, as Buyer, dated as of September, 2016, in and for the consideration of THIRTY MILLION DOLLARS ($30,000,000.00) to be paid by the City to Cognis, be and the same are hereby approved, ratified and confirmed by the City, subject to any non-material minor and insubstantial changes that may be made in the final form of the Purchase and Sale Agreement, as approved by the Mayor on the advice of counsel and/or other professionals of the City, **PROVIDED, HOWEVER,** that the purchase price of THIRTY MILLION DOLLARS ($30,000,000.00) shall not be modified in any way.

SECTION 2. By virtue of the introduction and adoption of other Ordinances and this Ordinance and the taking of other actions, the City hereby authorizes the expenditure of the purchase price of THIRTY MILLION DOLLARS ($30,000,000.00) and the expenditure of the requisite costs and disbursements related to the consummation of the transaction of the acquisition of the Property.

SECTION 3. The Mayor and City Clerk, be and are hereby authorized to execute the Purchase and Sale Agreement approved hereunder and the Mayor and City Council, the Clerk of the City, and such other officials, consultants, agents, professionals and employees of the City as may be necessary and appropriate shall be, and are hereby authorized to pursue the implementation of the Purchase and Sale Agreement and to take of all steps necessary to effectuate and implement the Purchase and Sale Agreement and the ultimate acquisition of the Property, including, without limitation, the purchase of Title Insurance and Environmental Insurance as appropriate.

SECTION 4. Subject to the terms and conditions of the Purchase and Sale Agreement, in conjunction with such acquisition, the City hereby reserves and shall reserve any and all rights it has, or may have, or shall in the future have in connection with its acquisition and ownership of the Property.

SECTION 5. All Ordinances previously adopted in connection with this acquisition shall remain in full force and effect, except to the extent that the same are inconsistent with the terms and conditions of this Ordinance.

SECTION 6. All ordinances, resolutions and regulations or parts of ordinances, resolutions and regulations inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 7. If any section, paragraph, article, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply to the section, paragraph, article, subdivision, clause or provision so adjudged and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 8. This Ordinance shall take effect after approval and publication as required by law.

Date of Introduction: October 5, 2016

Introduction:

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				

Final Reading:

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

Approved as to Legal Form:

_____
Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2016

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2016

_____
Dawn Zimmer, Mayor

NOTICE OF INTRODUCTION
CITY OF HOBOKEN, HUDSON COUNTY
ORDINANCE NO. ___

NOTICE IS HEREBY GIVEN, that the foregoing Ordinance entitled "An Ordinance Authorizing the Acquisition of the Real Property Currently Known and Described as Block 103, Lot 7; Block 107, Lot 1; and Block 113, Lot 1 on the Official Tax Map of the City of Hoboken (The "Property") for Public Open Space and Park Purposes, and/or Other Public Purposes, Including, Without Limitation, the Installation of a Subsurface Stormwater Management and Flood Control Facility and, on Block 113, Lot 1, a Municipal Above-Ground Parking Garage and Facility and Authorizing All Actions Necessary to Implement and Effect the Acquisition of the Property", and was introduced, read by title and passed on the first reading at a meeting held on October 5, 2016. A Statement of Purpose of the Ordinance is contained below. The Council of the City of Hoboken will further consider the Ordinance for second reading and final passage thereof at their meeting to be held on _____, 2016 at _____ p.m., prevailing time, at City Hall, 94 Washington Street, Hoboken, New Jersey 07030, at which time and place a public hearing will be held thereon by the City Council and all parties in interest and citizens shall have an opportunity to be heard concerning said Ordinance.

STATEMENT OF PURPOSE OF ORDINANCE

The purpose of the above Ordinance is to authorize the acquisition of the real property known as Block 103, Lot 7; Block 107, Lot 1; and Block 113, Lot 1 on the Official Tax Map of the City of Hoboken for public open space and park purposes, and/or other public purposes, including, without limitation, the installation of a subsurface stormwater management and flood control facility and, on Block 113, Lot 1, a municipal above-ground parking garage and facility for the purchase price of THIRTY MILLION DOLLARS ($30,000,000.00). The Ordinance approves the terms and conditions of a Purchase and Sale Agreement, authorizes its execution by the Mayor and City Clerk and authorizes other employees, officials and professionals of the City to take all steps necessary to implement the acquisition of the Property. The Ordinance also authorizes the execution of ancillary related documents such as the Closing Statement, Affidavits and the typical documents associated with an acquisition of property. It also authorizes non-material modifications in the final form of the Purchase and Sale Agreement, provided that the purchase price is not modified. The Ordinance authorizes the purchase of Title Insurance and Environmental Insurance as appropriate.

A copy of the full Ordinance is available to any member of the general public, without cost, at the Hoboken City Hall, 94 Washington Street, Hoboken, New Jersey at the Office of the City Clerk, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m.

/s/ James J. Farina
James J. Farina, City Clerk

SPONSORED BY:_____
SECONDED BY: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOBOKEN CHAPTER 6 ENTITLED "ADMINISTRATIVE AFFAIRS" ARTICLE IX ENTITLED "LONGEVITY PAY IN INCREMENTS" TO ELIMINATE LONGEVITY PAY FOR EMPLOYEES HIRED AFTER A CERTAIN DATE AND TO FREEZE LONGEVITY BENEFITS FOR CURRENT NON-UNION EMPLOYEES

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: The following ~~deletions~~ and additions shall be made to Hoboken City Code **Article IX** to read as follows:

Article IX: Longevity Pay in Increments

§ 6-24 ~~Longevity pay.~~ Eligibility.

~~Employee eligibility hereunder shall be limited to those in permanent positions or in the unclassified service as defined by Sections 14a and 26 of Rule 64 of the Civil Service Laws and Rules of the State of New Jersey, as promulgated under Title 11[1] of the Revised Statutes of the State of New Jersey, to the exclusion of the following, all under Rule 64:~~
~~14 (b) "Seasonal Positions"~~
~~(c) "Temporary Positions"~~
~~23 "Temporary Appointments"~~
~~(However, any employee who has a permanent position but is serving under temporary appointment pending promotional procedure shall be deemed eligible hereunder.) Elected officials and appointed officials shall qualify under the above provision of being in the unclassified service.~~

Effective December 1, 2016, longevity pay is eliminated and all present employees not yet eligible for longevity pay and all new employees shall not be entitled to or receive any longevity pay. Longevity pay for all employees who are currently receiving the same shall be frozen at the monetary dollar amount (not percentage) they are currently receiving as longevity pay. This ordinance shall not be applicable to any employees whose salary and benefits are established pursuant to a collective bargaining agreement.

~~§ 6-25 Eligibility. Longevity pay.~~

~~Effective January 1, 1972, the current salary paid officers, officials and/or employees of the City of Hoboken established within the range promulgated or hereafter promulgated by salary ordinances shall be increased and supplemented for longevity of service based upon the following scale:~~

~~Years of Employment~~	~~Percentage of Base Amount of Salary~~
~~0 to 3~~	~~No credit~~
~~3 to 6~~	~~2%~~
~~6 to 9~~	~~4%~~
~~9 to 12~~	~~6%~~
~~12 to 15~~	~~8%~~
~~More than 15~~	~~10%~~

§ 6-26 Payment.

~~Said increment and/or supplement~~ The fixed longevity monetary amount to be paid to employees entitled to receive a longevity payment hereunder shall be paid in equal weekly installments, together with regular base salary, said weekly payment to be known as "total salary."

~~**§ 6-27 Years of service.**~~

~~A. For the purpose of determining years of employment and service under the applicable provisions of this article, the first day of the month of enrollment with the Public Employee's Retirement System of New Jersey as an actual employee of the City of Hoboken shall be deemed the starting date, membership therein being a condition of employment with the municipality and a condition of participation hereunder, with the following exceptions:~~

~~(1) Employees in service on or before January 2, 1955 (the effective date of the governing act), whose membership in the system was then optional.~~

~~(2) Veterans in the employ of the City of Hoboken whose employment began between June 30, 1949 and June 30, 1955 (veteran membership being optional between these dates). The definition of "veteran" used herein is intended to be the same as defined by the statutes of the State of New Jersey.~~

~~B. Employees in service on or before January 2, 1955, who have exercised the option for nonparticipation but have since become members of the Public Employees' Retirement System, shall have years of service calculated from the original date of employment with the City, along with those employees who may fall under exceptions of Subsections A(1) and (2) above. However, regardless of service records on file with the Public Employees' Retirement System, only those years in actual service with the City of Hoboken may be taken into account for computation of years of service hereunder.~~

~~C. Employees enrolled in the Public Employee's Retirement System prior to actual employment by the City of Hoboken shall have their years of service calculated from the date of actual employment by the City of Hoboken.~~

§ 6-28 Certification of service.

The directors of the respective departments shall~~, upon the effective date of this article,~~ certify to the Treasurer and Comptroller of the City the effective dates of employment and applicable percentages for payment of the longevity increment ~~as of January 1, 1969, and thereafter any changes thereto on or before the first day of January and July for use in succeeding year's budget, until the maximum is reached for any and all employees under the jurisdiction of the respective director~~ for all employees entitled to receive longevity payment as of December 1, 2016, under the rules set forth in Chapter 6, Administrative Affairs, Article IX entitled "Longevity Pay in Increments" as established and written before this ordinance eliminated longevity payments. Thereafter, said monetary amount of said longevity payments shall freeze and be fixed. The fixed longevity payment shall be paid in accordance with §6-26 entitled "Payment."

~~**§ 6-29 Employment.**~~

~~As used in this chapter "employment" is deemed to be continuous employment as a regular employee of the City of Hoboken. Interruptions in said employment by reason of military service or illness for which a leave of absence or sick leave was granted shall be considered periods of continuous employment.~~

~~**§ 6-30 Leave of absence without pay.**~~

~~Any leave of absence without pay initiated at the request of the employee shall not be computed as part of said five years' continuous service. However, the period of employment immediately preceding and immediately subsequent to such leave or leaves of absence shall be considered to be in continuous employment within the meaning of this section.~~

Section 2: This Ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

Section 3: The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Section 4: This ordinance shall take effect as provided by law.

Section 5: All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only however, to the extent of such conflict or inconsistency, it being the legislative intent that all ordinances or part of ordinances now existing or in effect unless the same being conflict or inconsistent with any provision of this Ordinance shall remain in effect. This Ordinance shall also supersede any inconsistent provisions contained in any resolution or ordinance previously adopted by the Hoboken City Council.

Section 6: The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 7: This Ordinance shall take effect upon passage and publication as provided by law.

Date of Introduction: October 5, 2016

Introduction:

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				

Final Reading:

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

Approved as to Legal Form:

_____
Brian Aloia, Esq., Corporation Counsel

Adopted by the Hoboken City Council
By a Vote of ____ Yeas to ____ Nays
On the ____ day of _____, 2016

_____
James Farina, City Clerk

☐ Vetoed by the Mayor for the following reasons: _____
_____
_____
_____

-or-

☐ Approved by the Mayor
On the ___ day of _____, 2016

_____
Dawn Zimmer, Mayor