1st reading (1)
3-2-16

Sponsored by: _____

Seconded by: _____

City of Hoboken
Ordinance No ___Z-402___

AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT APPERTENANT FOR CERTAIN MUNICIPAL LANDS BEING (PART OF) BLOCK 43, LOTS 34 AND 35 TO THE NON-PROFIT, SECTION 501(C)3 EXEMPT ENTITY HOBOKEN WORLD WAR VETERANS' HOLDING CORP. (ON BEHALF OF THE AMERICAN LEGION POST 107, HOBOKEN) COMMONLY KNOWN AS THE AMERICAN LEGION, IN EXCHANGE FOR CERTAIN CONSIDERATION AND RESTRICTIONS ON THE USE OF THE EASEMENT, WHICH RESTRICTIONS AND USE SHALL BE IN THE PUBLIC INTEREST

WHEREAS, the Mayor and Council of the City of Hoboken have determined that it is in the public interest to grant an easement to a certain tract of City-owned land designated as Block 43 Lots 34 and 35, which is not otherwise needed for public use, in order to: grant access to a portion of each lot to the American Legion for the purpose of the building of certain low income United States Veteran residential units, which are in the public interest and which aid in providing a necessary public benefit; and

WHEREAS, HOBOKEN WORLD WAR VETERANS' HOLDING CORP. (on behalf of the American Legion Post 107, Hoboken) commonly known as the American Legion, who are owners of record of Block 43, Lot 4, have requested said easement of portions of the said Block 43, Lots 34 and 35 from the City in exchange for certain consideration and rights, restrictions, and limitations in the land and upon the easement which shall be given to the City in exchange for said access; and

WHEREAS, the City Council of the City has determined that the land to be subject to the easement is of equivalent value to the public benefit for which same is to be exchanged, and same will confer added benefit on the City by virtue of the added affordable housing and the added benefit of the use of the land for such affordable housing and for the housing and shelter of the City's veterans; and

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

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

Section 1:

1. The Mayor, Clerk and Attorney are hereby authorized to execute all such documents as are necessary to grant the attached easement to the said HOBOKEN WORLD WAR VETERANS' HOLDING CORP. (on behalf of the American Legion Post 107, Hoboken), the following parcels currently owned by the City, in accordance with the attached (a) Easement Agreement / Deed of Easement, and (b) this Ordinance:

CITY OWNED PARCEL (CONSISTING OF A PORTION OF BLOCK 43 LOT 34 AND BLOCK 43 LOT 35) TO BE SO EASED:

BEGINNING at a point in a common line of Block 43 Lots 34 & 35 said point being the following two (2) courses and distances feet from the intersection of the northerly right–of-way Second Street with the westerly right-of -way line of Willow Avenue (65 feet wide);

a.) Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet to a point therein; thence,

b.) Passing through Lot 35 North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet; thence,

1. Along the common line, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 feet to a point in line of Block 43, Lot 4; thence

2. Along Lot 4, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a common corner of Block 43, Lots 33 and 34; thence ,

3. Along a common line of Lots 33 and 34, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence

4. Passing through Lot 34, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of BEGINNING.

Containing 450 S.F. or 0.010 Acres

-and-

BEGINNING at a point in the northerly right-of-way line of Second Street, said point being North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet from the intersection of Second Street with the westerly right-of -way line of Willow Avenue (65 feet wide); thence

1. Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 feet to a point therein; thence,

2. Along the common line of Lots 4 and 35, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a point therein; thence

3. Along a common line of Block 43 Lots 34 and 35, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence

4. Passing through Lot 35, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of BEGINNING.

Containing 450 S.F. or 0.010 Acres

PROPERTY RIGHTS RECEIVED BY CITY IN EXCHANGE FOR SAID EASEMENT (CITY'S RIGHT OF CANCELLATION OF EASEMENT AND REVERSION OF PROPERTY):

The parcels to be so eased by the City shall only become subject to the easement agreement upon receipt of a deed of easement which grants the land subject to the following, as more specifically described in the Agreement and Deed attached hereto:

1. Grantee(s) shall construct on the Property part of a new building, which will serve the dual purpose of providing a meeting hall for the American Legion Post 107 Hoboken along with six (6) residential units for qualified Hudson County United States Veterans ("American Legion Building Extension") as more specifically described in Exhibit B attached hereto.

2. Within six (6) months after the Property is conveyed to Grantee(s), Grantee(s) shall enter into a contract with a qualified construction company/contractor for the construction of the American Legion building extension described in paragraph 1 above and shall provide proof of financing satisfactory to the Grantor.

3. Grantee(s) shall complete the pouring of the foundation or basement of the building extension described in paragraph 1 within twenty four (24) months after the date the Property is conveyed to the Grantee(s).

4. Grantee(s) shall have "substantially completed" the American Legion Building Extension on the Property within twenty four (24) months after the date the Property is conveyed to the Grantee(s). "Substantially complete" is defined as the stage in progress in building the extension when the entire building is sufficiently complete so that the Grantee(s) and his/her patrons can fully occupy and utilize the building for residential purposes, including, but not limited to completion of all plumbing work and HVAC installation.

5. Grantee(s) shall for a period of not less than Fifty (50) years or until termination of the easement, whichever occurs last, utilize the property as described in Exhibit B, or a hereinafter rehabilitated version of same, for the purpose of residential housing of homeless and/or low income Hudson County Unites States Veterans.

6. Grantee(s) shall, annually, submit their annual financial statement certified by the treasurer of the American Legion Post 107, Hoboken and copies of any and all documents submitted to the federal or state government demonstrating continued compliance with low income housing laws, rules and regulations. And the City may, at its sole cost, conduct an annual audit of the Grantee's financials by a Certified Public Accountant of its choice, and the Grantee shall provide any and all documentation necessary for the CPA to conduct said audit,

7. The initial term of this Easement Agreement shall be 50 (fifty years), with options to extend which shall be effectuated by the Grantor by adoption of an ordinance authorizing extension for five (5) additional ten (10) year periods for up to a total of one hundred (100) years. At the expiration of the term, or any extension thereto, the easement shall cease and all rights shall revert back to the Grantor

unless the parties execute and deliver amendments, property and legally formalized, to this agreement before the expiration of the term.

8. The Grantee shall be responsible for returning the Easement Area back to a condition as good as or better than its original condition at the commencement of the Easement term, normal wear and tear excepted. Upon termination of the Easement, the Grantor shall execute an instrument indicating that the restoration has been completed to Grantor's satisfaction.

9. The rights granted to and duties assumed by Grantee under this Easement are personal, and shall not run with the land, and may not be assigned or delegated by Grantee without the prior written consent of Grantor, which shall not be unreasonably withheld. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void ab initio. Notwithstanding the foregoing, any assignment to another Grantee parent, subsidiary, or sister entity shall not require Grantor's consent.

10. This Easement may be amended from time to time, as may be necessary, by mutual written consent of both parties; provided, however, that no amendment to the Easement shall be effective unless in writing, adopted by ordinance of the governing body, and signed by both parties.

11. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed. Both parties were represented by competent legal counsel of their own choosing during the drafting of this agreement, and this agreement shall not be construed in favor of or against either party. This agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey.

12. Both parties agree that this Agreement expresses all of the terms and obligations of the parties with respect to this Easement, and that no other terms or obligations, whether expressed or implied, shall be enforceable against the parties unless and until same are incorporated into this Agreement in writing and signed by both parties as a formal amendment to this Agreement. Both parties agree that any waiver in any term of this Agreement shall not be construed as a general waiver of the terms and conditions herein.

This ordinance shall become effective twenty (20) days after final passage, adoption and publication according to law and the authorization of execution of documents described herein shall not commence until such effective date.

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 ordinance and parts of ordinances inconsistent herewith are hereby repealed.

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

Date of Introduction: March 2, 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:

_____

, 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

Prepared By: Alysia M. Proko, Esq.

And James Burke, Esq.

EASEMENT APPERTENANT AGREEMENT

BETWEEN

THE CITY OF HOBOKEN

AND

HOBOKEN WORLD WAR VETERANS' HOLDING CORP.
(on behalf of the American Legion Post 107, Hoboken)

DATED: March__27__, 2016

RECORD AND RETURN TO:

Attn: City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken NJ 07030

EASEMENT APPURTENANT AGREEMENT

THIS AGREEMENT, is made and entered into this ____day of March,
2016, by and between the City of Hoboken, Hudson County, New Jersey, hereinafter referred to as
("City" or "Grantor"), and HOBOKEN WORLD WAR VETERANS' HOLDING CORP.
(on behalf of the American Legion Post 107, Hoboken), hereinafter referred to as
("Grantee" and/or "Grantee(s)").

NOW, THEREFORE, for and in consideration of the conveyance price of One Dollar ($1.00) per annum, as well as for the terms and covenants set forth in this Agreement, as well as in the interest of the public interest which shall be benefitted as a result of the parties acceptance of the within terms and covenants, as well as other good and valuable consideration the value of which is hereby agreed upon between the parties, the parties hereto agree as follows:

I. SUBJECT OF AGREEMENT.

Subject to the terms and conditions set forth in this Agreement, City, as Grantor, shall grant and Grantee(s) shall accept a revocable exclusive easement appurtenant to the real estate described on Exhibit A attached hereto
and incorporated herein (the "Property"). A Deed of Easement to the Property shall be granted subject to rights of revocability and reversion to Grantor, as well as any and all prior easements, restrictions, zoning ordinances, covenants, and rights of way of record.

The Property is described as:

BEGINNING at a point in a common line of Block 43 Lots 34 & 35 said point being the following two (2) courses and distances feet from the intersection of the northerly right–of-way Second Street with the westerly right-of -way line of Willow Avenue (65 feet wide);

a.) Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet to a point therein; thence,

b.) Passing through Lot 35 North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet; thence,

1. Along the common line, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 feet to a point in line of Block 43, Lot 4; thence

2. Along Lot 4, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a common corner of Block 43, Lots 33 and 34; thence ,

3. Along a common line of Lots 33 and 34, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence

4. Passing through Lot 34, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of BEGINNING.

Containing 450 S.F. or 0.010 Acres

-and-

BEGINNING at a point in the northerly right-of-way line of Second Street, said point being North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet from the intersection of Second Street with the westerly right-of -way line of Willow Avenue (65 feet wide); thence

1. Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 feet to a point therein; thence,

2. Along the common line of Lots 4 and 35, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a point therein; thence

3. Along a common line of Block 43 Lots 34 and 35, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence

4. Passing through Lot 35, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of BEGINNING.

Containing 450 S.F. or 0.010 Acres

II. CONSIDERATION.

For and in consideration of the grant of easement of the Property to Grantee(s), Grantee(s) represents, warrants, and agrees to the following terms and conditions:

1. Grantee(s) shall construct on the Property part of a new building, which will serve the dual purpose of providing a meeting hall for the American Legion Post 107 Hoboken along with six (6) residential units for qualified Hudson County United States Veterans ("American Legion Building Extension") as more specifically described in Exhibit B attached hereto.

2. Within six (6) months after the Property is conveyed to Grantee(s), Grantee(s) shall enter into a contract with a qualified construction company/contractor for the construction of the American Legion building extension described in paragraph 1 above and shall provide proof of financing satisfactory to the Grantor.

3. Grantee(s) shall complete the pouring of the foundation or basement of

the building extension described in paragraph 1 within twenty four (24) months after the date the Property is conveyed to the Grantee(s).

4. Grantee(s) shall have "substantially completed" the American Legion Building Extension on the Property within twenty four (24) months after the date the Property is conveyed to the Grantee(s). "Substantially complete" is defined as the stage in progress in building the extension when the entire building is sufficiently complete so that the Grantee(s) and his/her patrons can fully occupy and utilize the building for residential purposes, including, but not limited to completion of all plumbing work and HVAC installation.

5. Grantee(s) shall for a period of not less than Fifty (50) years or until termination of the easement, whichever occurs last, utilize the property as described in Exhibit B, or a hereinafter rehabilitated version of same, for the purpose of residential housing of homeless and/or low income Hudson County Unites States Veterans.

6. Grantee(s) shall, annually, submit their annual financial statement certified by the treasurer of the American Legion Post 107, Hoboken and copies of any and all documents submitted to the federal or state government demonstrating continued compliance with low income housing laws, rules and regulations. And the City may, at its sole cost, conduct an annual audit of the Grantee's financials by a Certified Public Accountant of its choice, and the Grantee shall provide any and all documentation necessary for the CPA to conduct said audit,

7. The initial term of this Easement Agreement shall be 50 (fifty years), with options to extend which shall be effectuated by the Grantor by adoption of an ordinance authorizing extension for five (5) additional ten (10) year periods for up to a total of one hundred (100) years. At the expiration of the term, or any extension thereto, the easement shall cease and all rights shall revert back to the Grantor unless the parties execute and deliver amendments, property and legally formalized, to this agreement before the expiration of the term.

8. The Grantee shall be responsible for returning the Easement Area back to a condition as good as or better than its original condition at the commencement of the Easement term, normal wear and tear excepted. Upon termination of the Easement, the Grantor shall execute an instrument indicating that the restoration has been completed to Grantor's satisfaction.

9. The rights granted to and duties assumed by Grantee under this Easement are personal, and shall not run with the land, and may not be assigned or delegated by Grantee without the prior written consent of Grantor, which shall not be unreasonably withheld. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void ab initio. Notwithstanding the

foregoing, any assignment to another Grantee parent, subsidiary, or sister entity shall not require Grantor's consent.

10. This Easement may be amended from time to time, as may be necessary, by mutual written consent of both parties; provided, however, that no amendment to the Easement shall be effective unless in writing, adopted by ordinance of the governing body, and signed by both parties.

11. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed. Both parties were represented by competent legal counsel of their own choosing during the drafting of this agreement, and this agreement shall not be construed in favor of or against either party. This agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey.

12. Both parties agree that this Agreement expresses all of the terms and obligations of the parties with respect to this Easement, and that no other terms or obligations, whether expressed or implied, shall be enforceable against the parties unless and until same are incorporated into this Agreement in writing and signed by both parties as a formal amendment to this Agreement. Both parties agree that any waiver in any term of this Agreement shall not be construed as a general waiver of the terms and conditions herein.

III. TITLE.

Grantor will convey a deed of easement to the Property to Grantee(s), subject to any and all prior easements, restrictions, rights of way, or other known or unknown encumbrances, as well as the rights of revocation and reversion stated herein, by a deed of easement without warranty to be delivered after adoption and effective date. Full execution and recording shall take place by the Grantee(s) on or before the 45th day after the adoption of the City Council Ordinance authorizing the transfer of deed and this Agreement or this Agreement and the Ordinance shall become unenforceable.

IV. PROOF OF TITLE.

Grantee(s) shall obtain, at Grantee(s)'s sole cost and expense, at the time of the grant of the easement, a standard owners policy of title insurance from a title company authorized and licensed to provide title insurance in the State of New Jersey in an amount not less that the cost of construction of the building extension.

The cost of such title insurance shall be paid by Grantee(s).

In the event Grantee(s) has valid objections to the status of the title to the Property, Grantor may satisfy said valid objections or Grantor may declare this Agreement null

and void.

Grantee(s) hereby waives any and all claims, causes of action, and its right to recover any damages, costs, expenses or losses which result out of or are incurred by Grantee(s) in connection with this Agreement, the underlying title to the Property, and/or the development, design, and construction of the residence on the Property. Furthermore, Grantee(s)

V. PAYMENT OF EXPENSES / INDEMINTY / INSURANCE.

Grantor shall have no liability of any cost, fees, obligations, real estate taxes, or any other cost related hereto and all cost of including but not limited to financing, title insurance, closing, appraisals, mortgages and registration fees and any and all other costs related to this Agreement or the transfer of the Property shall be paid by Grantee(s). Grantee(s) accepts this risk of paying all of said cost, even if Grantor cannot deliver adequate title, as the benefit to Grantee(s) in potentially receiving the Property is significant.

The Grantee agrees to defend, indemnify and hold harmless Grantor, its officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of Grantee, Grantee's officers, agents and employees, in connection with Grantee's construction, operation and maintenance of said Improvements and its use of or presence on the property.

Grantee agrees to provide for general liability insurance in an amount of at least $1,000,000.00/$2,000,000.00, which shall include the City of Hoboken and its officers and employees as additional insured. Grantee also agrees to provide for an insurance policy of $1,000,000 combined single limit for umbrella coverages. Said insurance policies shall have a thirty day notice of policy cancellation upon the City of Hoboken. A copy of said insurance coverages shall be provided to the Office of Corporation Counsel prior to this easement becoming effective. If at any point any of the insurance lapses or is otherwise terminated, for any reason, this easement shall terminate effective immediately without notice or opportunity to cure. Grantee reserves the right to self-insure for these coverages.

VI. TAXES AND ASSESSMENTS.

Grantee(s) shall pay all taxes and assessments which result from this Agreement.

VII. ASSIGNMENT

Until "substantial completion" as defined, *supra in Section II, Paragraph 4*, and for a period of not less than five (5) years after the date of "substantial completion", Grantee(s) shall not sell, assign, or transfer this Agreement or any interest under it or any interest in or to Property, without first obtaining the written consent of Grantor. Additionally, Grantee(s) shall not sell, transfer or convey the above described Property, while any reversionary interest of Grantor exists, without first obtaining the written consent of Grantor.

VIII. DEFAULT

In the event Grantee(s) fails to comply with any term or warranty in this Agreement, then title to the Property shall immediately revert to Grantor and this Agreement shall immediately become null and void, whereupon all rights of the Grantee(s) hereunder shall end at the sole option of Grantor. Grantee(s) specifically understands that should this Agreement be declared null and void and should a reversion of title to the Property occur, that Grantee(s) shall have no claim against Grantor for any damages, cost, or claim for specific performance and the failure to comply with the terms of this Agreement shall be solely at the risk of Grantee(s) without liability or obligation on behalf of the Grantor.

GRANTEE(S) HEREBY GRANTS TO THE MAYOR OF THE CITY OF HOBOKEN POWER OF ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY REVEST TITLE TO THE PROPERTY IN THE CITY INCLUDING, BUT NOT LIMITED TO, THE RIGHT OF EXECUTE DEEDS, LIEN RELEASES, AND AFFIDAVITS.

IX. RIGHTS OF REVERSION.

Full title to the eased Property shall revert to Grantor in the event Grantee(s) fails, in any respect, to comply with the terms and provisions of this Agreement including, but not limited to, the duties imposed upon Grantee(s) which duties arise subsequent to the date of transfer of the easement. The reversionary interest shall be shown on the deed given to Grantee(s). Grantor agrees to subordinate its reversionary interest to that of a lender providing Grantee(s) financing for the construction of the required residence on the above-described real estate. Such

subordination shall be on terms and conditions deemed acceptable to Grantor and lender. Grantor agrees that Grantee may encumber the Grantee's rights inthe easement in the event that a lender requires it as part of the financing.

X. ALTERNATIVE TO REVERSION

As an alternative to the reversion, if Grantee(s) acts in such a way as to cause and/or trigger a Reversion and/or revocation, Grantee(s) shall have to option to purchase the lot for the Fair Market Value for the highest and best use of the Property, which shall be assessed by a Licensed Real Property Assessor chosen in the sole discretion of the Grantor, at the time of the reversion and/or revocation.

XI. TIME

Intentionally Left Blank

XII. CONTINGENCIES

This Agreement is subject to the following contingencies: NONE.

XIII. CONDITION OF PROPERTY.

Grantor makes no representations or warranties of any kind whatsoever, express or implied, regarding the condition of the Property or the condition of title to the Property. Grantee(s) acknowledges that Grantor has made no representations or warranties, express or implied, as to the condition of the Property or the condition of title to the Property. Grantee(s) is granted up to the day prior to the recordation date the right to access the Property and have it inspected at Grantee(s)'s sole cost and

expense. Any damages caused by said inspections shall be paid by Grantee(s). Grantee(s) agrees that it will rely solely upon the results of any inspections it has conducted. Grantee(s) agrees that it is taking title to the Property in its "as is, where is" condition. In the event any inspection conducted by Grantee(s) reflects a condition which is unacceptable to Grantee(s), Grantee(s) shall have the right to terminate this Agreement at any time prior to the recording date in which event the parties will be relieved of any further right, duty or obligation set forth in this Agreement. Grantor makes no representations or warranties of any kind whatsoever, express or implied, relative to the inclusion or exclusion of the real estate described-above from a flood fringe area or flood-way area, as the same are defined by the Federal Emergency Management Agency (FEMA). Grantee(s) agrees to make any and all inquiries deemed

appropriate or required in said regard, and further agree that the exclusion of the real estate described-above from said described areas is not a condition to the Closing of this Agreement.

XIV. TERMS SURVIVE RECORDATION.

All terms and conditions of this Agreement shall survive recordation, and be enforceable at law or equity.

XV. ENTIRE AGREEMENT.

This Agreement and all exhibits hereto, if any, contain the entire understanding between parties and no other warranty, representations or agreements shall be binding upon the parties unless heretofore set forth in writing.

XVI. NEW JERSEY LAW.

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Jersey.

XVII. BINDING EFFECT.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

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

XIVVV NOTICE

Grantor shall provide Grantee with written notice of any alleged default hereunder and Grantor shall have ten (10) days to cure any such default; provided, however, that in the event that the default cannot be cured within ten (10) days the Grantor shall have a reasonable amount of time, but in no event more than ninety (90) days from the date of notice to cure the default, before Grantor can exercise its rights hereunder; and, except that Subsections II(4) and II(5) supra shall be subject to written notice to cure and no more than ten (10) days shall be given to cure, and any deviation from this exception shall require an amendment to this Easement Agreement.

{THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK}

For the City of Hoboken ("Grantor")

By:_____

Dawn Zimmer, Mayor

Attest: _____

James Farina, City Clerk

State of New Jersey)

) ss

Hudson County)

BE IT REMEMBERED, that on this _____ day of _____,

2016, before me, the undersigned, a notary public in and for the county

and state aforesaid came Dawn Zimmer, Mayor of the City of Hoboken, and

James Farina, City Clerk of the City of Hoboken, who are personally known

to me to be the same persons who executed the within instrument of writing and

such person duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial

seal the day and year last above written.

Appointment Expires:

_____

Notary Public

State of New Jersey)

For HOBOKEN WORLD WAR VETERANS' HOLDING CORP.

(on behalf of the American Legion Post 107, Hoboken) "Grantee(s)"

By:_____

[name], [title]

Attest: _____

[name], [title]

State of New Jersey)

) ss

Hudson County)

BE IT REMEMBERED, that on this _____ day of _____,

2016, before me, the undersigned, a notary public in and for the county and state

aforesaid came _____, who

is personally known to me to be the same person who executed the within

instrument of writing on behalf of the Grantee(s), and _____, who

is personally known to me to be the same person who attested the within instrument of writing of the

Grantee(s), and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial

seal the day and year last above written.

Appointment Expires:

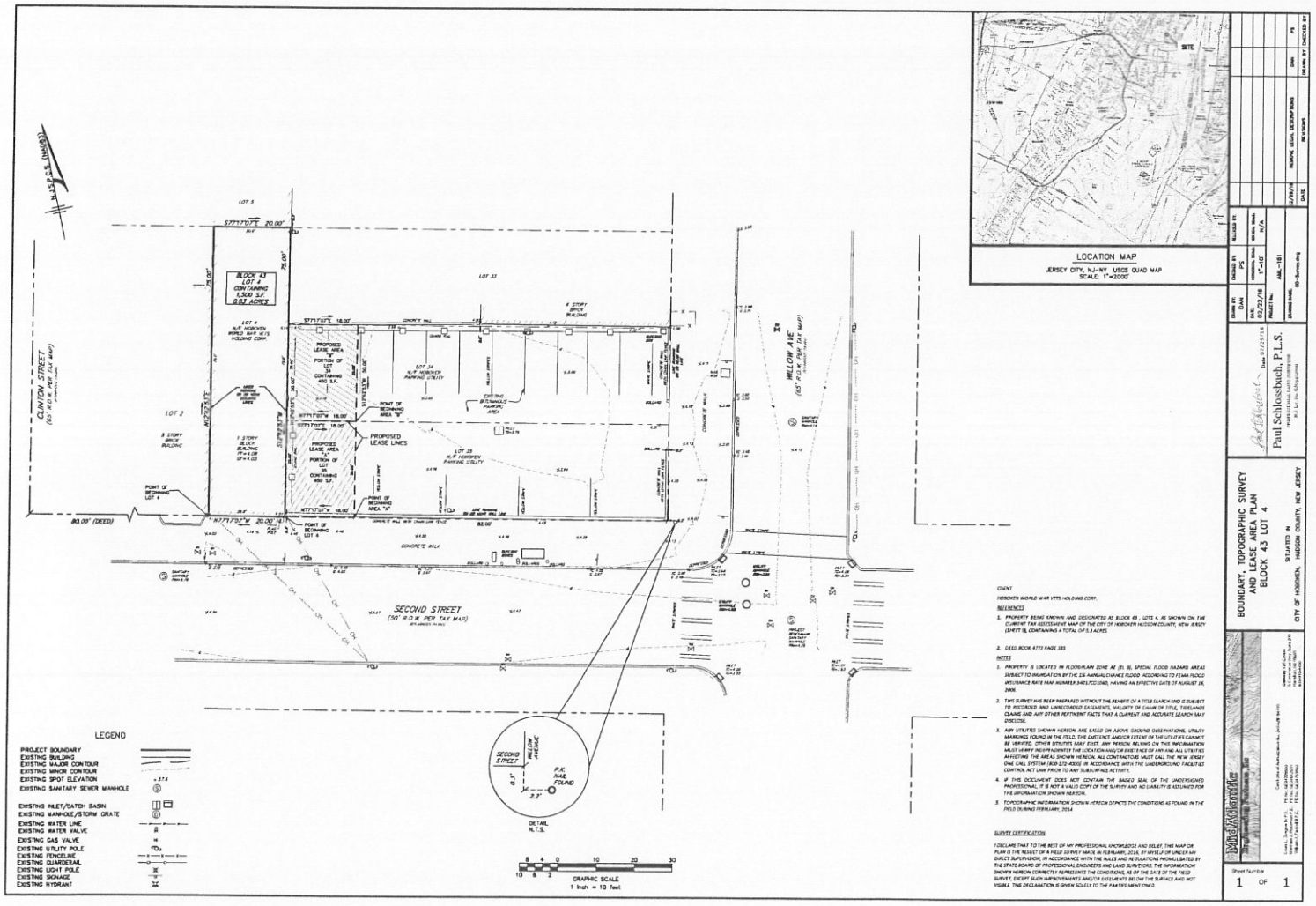
_____

Notary Public

EXHIBIT A

SURVEY AND LEGAL DESCRIPTION OF PROPERTY

EXHIBIT A


N.J.S.P.C.S. (NAD83)
CLINTON STREET
(50' R.O.W. PER TAX MAP)
LOT 5
LOT 2
LOT 33
BLOCK 43
LOT 4
CONTAINING
1,500 S.F.
0.07 ACRES
LOT 4
N.J.F. HOBOKEN
WORLD WAR VETS
HOLDING CORP.
3 STORY
BRICK
BUILDING
1 STORY
BLOCK
BUILDING
(F)=4.03
(B)=4.03
PROPOSED
LEASE AREA
PORTION OF
LOT
34
CONTAINING
450 S.F.
PROPOSED
LEASE AREA
PORTION OF
LOT
35
CONTAINING
450 S.F.
POINT OF
BEGINNING
AREA "B"
POINT OF
BEGINNING
AREA "A"
POINT OF
BEGINNING
LOT 4
PROPOSED
LEASE LINES
LOT 34
N.J.F. HOBOKEN
PARKING UTILITY
LOT 35
N.J.F. HOBOKEN
PARKING UTILITY
EXISTING
BITUMINOUS
PARKING
AREA
4 STORY
BRICK
BUILDING
CONCRETE WALK
(83.00' (DEED))
SECOND STREET
(50' R.O.W. PER TAX MAP)
WILLOW AVE
(66' R.O.W. PER TAX MAP)
SECOND
STREET
WILLOW
AVENUE
P.K.
NAIL
FOUND
DETAIL
N.T.S.
GRAPHIC SCALE
1 inch = 10 feet
LOCATION MAP
JERSEY CITY, NJ-NY USGS QUAD MAP
SCALE 1"=2000'
SITE
LEGEND
PROJECT BOUNDARY
EXISTING BUILDING
EXISTING MAJOR CONTOUR
EXISTING MINOR CONTOUR
EXISTING SPOT ELEVATION
EXISTING SANITARY SEWER MANHOLE
EXISTING INLET/CATCH BASIN
EXISTING MANHOLE/STORM GRATE
EXISTING WATER LINE
EXISTING WATER VALVE
EXISTING GAS VALVE
EXISTING UTILITY POLE
EXISTING FENCELINE
EXISTING GUARDRAIL
EXISTING LIGHT POLE
EXISTING SIGNAGE
EXISTING HYDRANT
CLIENT
HOBOKEN WORLD WAR VETS HOLDING CORP.
REFERENCES
1. PROPERTY BEING KNOWN AND DESIGNATED AS BLOCK 43 , LOTS 4, AS SHOWN ON THE CURRENT TAX ASSESSMENT MAP OF THE CITY OF HOBOKEN HUDSON COUNTY, NEW JERSEY (SHEET 18), CONTAINING A TOTAL OF 0.3 ACRES.
2. DEED BOOK 4733 PAGE 335
NOTES
1. PROPERTY IS LOCATED IN FLOODPLAIN ZONE AE (EL 9), SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NUMBER 34021C0243D, HAVING AN EFFECTIVE DATE OF AUGUST 16, 2006.
2. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS SUBJECT TO RECORDED AND UNRECORDED EASEMENTS, VALIDITY OF CHAIN OF TITLE, TIDELANDS CLAIMS AND ANY OTHER PERTINENT FACTS THAT A CURRENT AND ACCURATE SEARCH MAY DISCLOSE.
3. ANY UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND OBSERVATIONS, UTILITY MARKINGS FOUND IN THE FIELD, THE EXISTENCE AND/OR EXTENT OF THE UTILITIES CANNOT BE VERIFIED. OTHER UTILITIES MAY EXIST. ANY PERSON RELYING ON THIS INFORMATION MUST VERIFY INDEPENDENTLY THE LOCATION AND/OR EXISTENCE OF ANY AND ALL UTILITIES AFFECTING THE AREAS SHOWN HEREON. ALL CONTRACTORS MUST CALL THE NEW JERSEY ONE CALL SYSTEM (800-272-1000) IN ACCORDANCE WITH THE UNDERGROUND FACILITIES CONTROL ACT LAW PRIOR TO ANY SUBSURFACE ACTIVITY.
4. IF THIS DOCUMENT DOES NOT CONTAIN THE RAISED SEAL OF THE UNDERSIGNED PROFESSIONAL, IT IS NOT A VALID COPY OF THE SURVEY AND NO LIABILITY IS ASSUMED FOR THE INFORMATION SHOWN HEREON.
5. TOPOGRAPHIC INFORMATION SHOWN HEREON DEPICTS THE CONDITIONS AS FOUND IN THE FIELD DURING FEBRUARY, 2014.
SURVEY CERTIFICATION
I DECLARE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS MAP OR PLAN IS THE RESULT OF A FIELD SURVEY MADE IN FEBRUARY, 2014, BY MYSELF OR UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS, AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS AND/OR EASEMENTS BELOW THE SURFACE AND NOT VISIBLE. THIS DECLARATION IS GIVEN SOLELY TO THE PARTIES MENTIONED.
DRAWN BY DAN
DATE 02/22/14
PROJECT No.
DRAWING NAME 00-Survey.dwg
CHECKED BY PS
HORIZONTAL SCALE 1"=10'
VERTICAL SCALE N/A
RELEASED BY
ABL-181
02/24/14 REVISED PER COUNTY COMMENTS DAN PS
DATE REVISIONS DRAWN BY CHECKED BY
Paul Schlossbach, P.L.S.
PROFESSIONAL LAND SURVEYOR
BOUNDARY, TOPOGRAPHIC SURVEY
AND LEASE AREA PLAN
BLOCK 43 LOT 4
SITUATED IN
CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY
Sheet Number
1 OF 1

MidAtlantic
Engineering Partners

February 11, 2016

Job No. AML-161

DESCRIPTION OF A PORTION OF
BLOCK 43 LOT 35
TO BE CONVEYED TO BLOCK 43 LOT 4

SITUATED IN

CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY

Being known as a portion of Block 43 Lot 35 to be conveyed to Block 43 Lot 4, as shown on a plan titled "Proposed Minor Subdivision, Block 43 Lots 4, 34, 35 situated in City of Hoboken, Hudson County, New Jersey" prepared by MidAtlantic Engineering Partners, LLC, dated February 11, 2016.

BEGINNING at a point in the northerly right-of-way line of Second Street, said point being North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet from the intersection of Second Street with the westerly right-of -way line of Willow Avenue (65 feet wide); thence

1. Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 feet to a point therein; thence,
2. Along the common line of Lots 4 and 35, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a point therein; thence
3. Along a common line of Block 43 Lots 34 and 35, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence
4. Passing through Lot 35, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of **BEGINNING.**

Containing 450 S.F. or 0.010 Acres

Prepared By:
MidAtlantic Engineering Partners

Paul Schlossbach
Professional Land Surveyor
New Jersey License No. GS03402000

Gateway 195 Centre ◆ 5 Commerce Way - Suite 200 ◆ Hamilton, NJ 08691
Phone: 609.910.4450 ◆ Web: www.midatlanticeng.com

MidAtlantic
Engineering Partners

February 11, 2016

Job No. AML-161

DESCRIPTION OF A PORTION OF
BLOCK 43 LOT 34
TO BE CONVEYED TO BLOCK 43 LOT 4

SITUATED IN

CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY

Being known as a portion of Block 43 Lot 34 to be conveyed to Block 43 Lot 4, as shown on a plan titled "Proposed Minor Subdivision, Block 43 Lots 4, 34, 35 situated in City of Hoboken, Hudson County, New Jersey" prepared by MidAtlantic Engineering Partners, LLC, dated February 11, 2016.

BEGINNING at a point in a common line of Block 43 Lots 34 & 35 said point being the following two (2) courses and distances feet from the intersection of the northerly right–of-way Second Street with the westerly right-of -way line of Willow Avenue (65 feet wide);

a.) Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet to a point therein; thence,

b.) Passing through Lot 35 North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet; thence,

1. Along the common line, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 to a point in line of Block 43, Lot 4; thence
2. Along Lot 4, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a common corner of Block 43, Lots 33 and 34; thence ,
3. Along a common line of Lots 33 and 34, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence
4. Passing through Lot 34, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of **BEGINNING.**

Containing 450 S.F. or 0.010 Acres

Prepared By:
MidAtlantic Engineering Partners

Paul Schlossbach
Professional Land Surveyor
New Jersey License No. GS03402000

Gateway 195 Centre ◆ 5 Commerce Way - Suite 200 ◆ Hamilton, NJ 08691
Phone: 609.910.4450 ◆ Web: www.midatlanticeng.com

EXHIBIT B

SITE PLAN AND ARCHITECTURAL DESCRIPTION OF BUILDING EXTENSION UPON THE PROPERTY

EXHIBIT B

PROPOSED DEVELOPMENT

The proposal includes a five-story mixed-use structure measuring 54 feet in height from the sidewalk but which would be 46'-0" in height by ordinance definition which is the height above the Design Flood Elevation (DFE). The ground floor will include building access and circulation via an entryway to stairs and elevators. The proposed building would contain 1,600 sf of new gathering space (or "club" by ordinance definition) on the second floor for the American Legion, while floors three, four, and five would each contain two (2) residential units for a total of six (6) apartments to house veterans. There will be three 1-bedroom apartments and three studio apartments. The second floor is dedicated to the new American Legion meeting hall and social gathering spaces which had occupied the original building prior to Super Storm Sandy. The apartments are to be occupied by homeless US Veterans in Hoboken, who will have support services available to them as well as the social support of the Legionnaires.

The exterior design of the proposed new Legion building will enhance the existing streetscape in scale and aesthetics. The current building is a one-story garage that feels dwarfed in comparison to the surrounding structural context. The new building blends in height not only with the adjacent 5-story residential building but the 4- and 5-story structures nearby on Willow Avenue and Clinton Street. Using materials similar to the buildings in the immediate vicinity, the Second Street façade blends two brick tones over 63% of edifice accented by the cementitious architectural panels on the 4-story vertical bay. The design intent is to select brick grey brick tones similar to the existing Legion Building. Visually the two brick tones will delineate the separation between the two building uses through the creation of a public and private zone. Large, energy efficient windows are inset into the masonry walls mimic the aesthetics associated with the traditional Hoboken look. A decorative projecting metal clad cornice caps of the Second Ave façade. Roof access stairs and the elevator bulkhead are located more centrally in the building so the roof appurtenances are not as visible from the street. The proposed structure will have be wider than the existing structure along Second Street, but will not be as deep, where the existing building runs the entirety of the lot depth.

Immediately to the east is a surface parking facility with ingress/egress to Willow Ave. containing fifteen (15) spaces. Three of those spaces will be eliminated as part of this development, however, one new on-street space on Second Street can be striped along the frontage of this lot where it is currently indicated as no parking.

SURROUNDINGS

Along this block of Second Street, the surrounding use is primarily residential, with the exception of the City Parking Lot and a Restaurant, which front onto Willow Avenue and Clinton Street respectively. The neighborhood and further surrounds continue to be predominantly residential with relatively few ground floor retail or restaurant uses.

Immediately to the west, abutting the side of the Property is a five-story residential building with a common wall to this property. Immediately to the east is a surface parking facility with ingress/egress to Willow Ave. containing fifteen (15) spaces.

1st reading
3-2-16

(2)

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. Z-403

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN AUTHORIZING THE ACQUISTION OF THE REAL PROPERTY KNOWN AND DESIGNATED AS BLOCK 102, LOT 1 ON THE CITY OF HOBOKEN TAX MAPS BY EXERCISE OF EMINENT DOMAIN

Purpose Statement. The purpose of this Ordinance is to authorize the Mayor and Council of the City of Hoboken to acquire the subject property known as Block 102, Lot 1 on the City of Hoboken Tax Map by eminent domain, pursuant to applicable provisions of the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* and the Eminent Domain Act, N.J.S.A. 20:3-1, *et seq*.

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq*. provides that New Jersey municipalities may acquire property needed for public purposes; and

WHEREAS, the Mayor and Council of the City of Hoboken ("the City") desires to exercise its powers pursuant to the Eminent Domain Act, N.J.S.A. 20:3-1, *et seq*., to acquire the subject property known and designated on the City of Hoboken Tax Maps as Block 102, Lot 1 ("the subject property") in the City of Hoboken; and

WHEREAS, the acquisition of the subject property by the City perfects operative terms of the Settlement Agreement dated May 8, 2013 in the matter captioned and docketed in the Superior Court of New Jersey, Hudson County, Law Division as Ursa Development Group, LLC *et al* v. City of Hoboken *et al*, Docket No. HUD-L-6449-11 ("the Settlement Agreement"); and

WHEREAS, the title owner of record of the subject property consented to the City's exercise of its eminent domain power to acquire the subject property for zero ($0.00) consideration as required pursuant to the Settlement Agreement, and shall not oppose or otherwise object to said taking of the subject property in accordance with the terms of the Settlement Agreement; and

WHEREAS, the City wishes to formally authorize the acquisition of the subject property as required pursuant to N.J.S.A. 40A:12-1, *et seq*. and shall institute eminent domain proceedings pursuant to N.J.S.A. 20:3-1, *et seq*. upon adoption of this Ordinance.

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

Section 1. City Authorization to Acquire Land by Exercise of Eminent Domain Power.

Pursuant to provisions of the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*, the City of Hoboken is hereby authorized to acquire the subject property hereinafter described by exercise of eminent domain pursuant to the Eminent Domain Act, N.J.S.A. 20:3-1, *et seq*.:

Tax Block 102, Lot 1, City of Hoboken, County of Hudson, State of New Jersey, as described on the attached Exhibit A, legal description.

Section 2. Authority of Agents.

The Mayor, City Clerk, Engineer, Corporation Legal Counsel, Special Legal Counsel, and any and all such other officials, employees and agents of the City, specifically including, but not limited to professional appraisers, environmental experts, consulting engineers, surveyors and similar professionals as are appropriate, are hereby authorized and directed to prepare and execute such documents and to perform all other acts necessary to effectuate the purchase and acquisition of title and possession of the subject property (including but not limited to action to gain necessary access to the subject property for related purposes, and the Mayor, Council and City Clerk are hereby authorized and directed to execute any and all documents necessary for said acquisition of the subject property, including and not limited to execution of a purchase agreement and any necessary amendments thereto. Furthermore, any and all documents previously executed by the Mayor, Council and Clerk, and any and all such other officials, employees and agents of the City, necessary for the acquisition are hereby ratified.

Section 3. Cost of Acquisition.

In accordance with the requirements of the Settlement Agreement, there shall be zero ($0.00) consideration paid for the City taking of the subject property.

Section 4. Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance; which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared severable.

Section 5. Repealer.

All existing ordinances and/or parts thereof which are inconsistent with the terms of this Ordinance, are to the extent of such inconsistency, repealed.

Section 6. Effect.

This Ordinance shall take effect in the time and manner as prescribed by law.

Date of Introduction: March 2, 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:

_____

, 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

Exhibit A

DIAZ LAND SURVEYING, LLC
PROFESSIONAL LAND SURVEYORS
237 Madison Avenue, Wyckoff, New Jersey 07481
Phone: 201 560-1253 Fax: 201 560-1254
Certificate of Authorization No. 24GA28097800

January 7, 2016

Property Description
Lot 1 Block 102, City of Hoboken, Hudson County, New Jersey

Project Number: 15176

Beginning at the intersection marked by a nail set by Kennon Land Surveying and formed by the Westerly sideline of Madison Street, a 65 foot wide right of way, with the Northerly sideline of Eleventh Street, a 50 foot wide right of way, and running; thence,

1. Along said Westerly sideline of Madison Street North 13 degrees 04 minutes 00 seconds East 200.00 feet to a point marked by an iron pipe; thence,

2. North 76 degrees 56 minutes 00 seconds West 200.00 feet to the Easterly sideline of Monroe Street, a 65 foot wide right of way marked by an iron bar set by Caulfield Land Surveying; thence,

3. Along said Easterly sideline of Monroe Street South 13 degrees 04 minutes 00 seconds West 200.00 feet to said Northerly sideline of Eleventh Street marked by an iron bar set by Kennon Land Surveying; thence,

4. Along the same South 76 degrees 56 minutes 00 seconds East 200.00 feet to said Westerly sideline of Madison Street, the Point or Place of Beginning.

John G. Diaz, New Jersey Professional Land Surveyors License Number 41638

1st reading
3-2-16 (3)

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN

ORDINANCE NO. _____ Z-404

ORDINANCE TO AMEND CHAPTER 59A, ENTITLED "DEPARTMENT OF PUBLIC SAFETY," SECTION 4 ENTITLED "COMPENSATION, HOURS OF DUTY, UNIFORM" TO INCORPORATE A REIMBURSEMENT PROCEDURE FOR COSTS ASSOCIATED WITH SLEO'S WHO TERMINATE THEIR EMPLOYMENT WITHIN THEIR FIRST TWO YEARS OF APPOINTMENT

WHEREAS, the City of Hoboken utilizes Special Law Enforcement Officers in accordance with Hoboken Code Section 59A-48; and,

WHEREAS, the costs associated with training, clothing, and equipping SLEO's is an additional burden on the Department of Public Safety which is not offset in those cases where the SLEO's terminate their employment in the first two years after appointment, and the City's expenditure should be reimbursable in those instances where the SLEO does not give the City the benefit of continued employment beyond the training period.

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

SECTION ONE (additions noted in underline, deletions noted in ~~strikethrough~~):

§ 59A-49 Compensation; hours of duty; uniform.
A. Class I Special Law Enforcement Officers, if any, shall be compensated ~~at a minimum rate of $12.50 an hour and a maximum rate of $15 an hour and shall not receive any benefits.~~ In accordance with the then current salary ordinance.

B. Class II Special Law Enforcement Officers, if any, shall be compensated ~~at a minimum rate of $15 $20 an hour and a maximum rate of $18 $25 an hour and shall not receive any benefits.~~ In accordance with the then current salary ordinance.

C. Special law enforcement officers shall work part-time and shall not exceed ~~20~~ 24 hours per week except during periods of emergency and will be assigned at the direction of the Chief of Police.

D. The special law enforcement officer shall wear the appropriate uniform of the day as directed by the Chief of Police, which shall include: hat, badge, name tag, Hoboken Police Division uniform patch and insignia issued by the Police Training Commission which clearly indicates the officer's status as a Class I or Class II Special Law Enforcement Officer.

E. Each special law enforcement officer accepts the following obligations as a condition of their acceptance of appointment to the position:

1. Each special law enforcement officer shall be responsible for any and all costs of all their Class II training as well as the costs of any uniform(s) and or equipment fee(s) associated with their Class II position in any of the following instances, which shall be reimbursed from any outstanding payroll funds of the special law enforcement officer, and thereafter by complaint to the courts requesting reimbursement by garnishment of future wages:

a. In any case where a special law enforcement officer terminates their employment with the City of Hoboken before the termination of their initial appointment period; or,

b. If the special law enforcement officer is reappointed after the initial term and thereafter terminates their employment with the City less than two years from the date of their initial

appointment.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

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 FOUR: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as provided by law, and shall be implemented with the first group of SLEO2 candidates that are sponsored to the police academy by the City of Hoboken, after adoption of this ordinance.

SECTION FIVE: CODIFICATION

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.

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.

First Reading: March 2, 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 Jenn 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 Jenn Giattino				

Approved as to Legal Form:

_____

, 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

1st reading 3/2/16

(4)

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN, NEW JERSEY

ORDINANCE NO. _____ Z-405

BOND ORDINANCE AUTHORIZING THE ACQUISITION OF EQUIPMENT FOR THE FIRE DEPARTMENT IN THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $800,000 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 $665,000; 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 $800,000;

(b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is $665,000;

(c) an appropriation in the amount of $100,000 for the purposes stated in Section 7 hereof is hereby appropriated from the City's HAZMAT Account; and

(d) a down payment in the amount of $35,000 for the purposes stated in Section 7 hereof is currently available in the City's Capital Improvement Fund in accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A.* 40A:2-11.

Section 3. The sum of $665,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of $35,000, which amount represents the required down

payment, and the sum of $100,000 available in the City's HAZMAT Account, 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 $665,000 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 $665,000 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 $100,000.

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

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants/ Other Funds	Amount of Obligations	Period of Usefulness
A.	Acquisition of Equipment for the Fire Department including, but not limited to, a Fire Rescue Pumper and a 1500 GPM Attack Pumper, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	$800,000	$35,000	$100,000	$665,000	10 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 $665,000 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.

First Reading: March 2, 2016

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

Final Reading: March 16, 2016

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

Approved as to Legal Form:

_____
, 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 March 2, 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 THE ACQUISITION OF EQUIPMENT FOR THE FIRE DEPARTMENT IN THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $800,000 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 $665,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants/ Other Funds	Amount of Obligations	Period of Usefulness
A.	Acquisition of Equipment for the Fire Department including, but not limited to, a Fire Rescue Pumper and a 1500 GPM Attack Pumper, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	$800,000	$35,000	$100,000	$665,000	10 years

Appropriation:	$800,000
Bonds/Notes Authorized:	$665,000
Grants/Other Funds Appropriated:	$100,000
Section 20 Costs:	$100,000
Useful Life:	10.00 years

JAMES J. FARINA, RMC, City Clerk

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

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on _____, 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 THE ACQUISITION OF EQUIPMENT FOR THE FIRE DEPARTMENT IN THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF $800,000 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 $665,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	Purpose/Improvement	Estimated Total Cost	Down Payment	Grants/ Other Funds	Amount of Obligations	Period of Usefulness
A.	Acquisition of Equipment for the Fire Department including, but not limited to, a Fire Rescue Pumper and a 1500 GPM Attack Pumper, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	$800,000	$35,000	$100,000	$665,000	10 years

Appropriation:	$800,000
Bonds/Notes Authorized:	$665,000
Grants/Other Funds Appropriated:	$100,000
Section 20 Costs:	$100,000
Useful Life:	10.00 years

JAMES J. FARINA, RMC, City Clerk

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

1st reading (5)
3-2-16

Sponsored by: _____

Seconded by: _____

City of Hoboken
Ordinance No _____ Z-406

AN ORDINANCE TO AMEND HOBOKEN CITY CODE SECTION 93-2 AND 93-3 REGARDING THE LICENSING OF DOGS

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

Section 1: The following amendments shall be made to Hoboken Code Sections 93-2 and 93-3 (additions notated in underline and deletions notated in ~~strikethrough~~):

§ 93-2 Licensing requirements.

A. It shall be a violation of this chapter for any person who:

(1) Owns, keeps or harbors any dog of licensing age within the City; and

(2) Fails to obtain, in the first instance for each registered dog annually and thereafter for three year periods for each registered dog, in the month of May ~~January~~, a licensing tag for each dog so owned, kept or harbored; and

(3) Fails to securely place upon such dog a dog collar or harness with said licensing tag affixed thereto.

B. It shall be a violation of this chapter for the owner of any newly acquired dog of licensing age, or any dog which attains licensing age, to not make application for a licensing tag for such dog within 10 days after such dog becomes of licensing age.

C. Guide dogs shall be licensed and registered in accordance with this chapter; however, they shall not be subject to the fee provisions of § 93-3.

§ 93-3 License fees.

A. Any person applying for the licensing tag pursuant to § 93-2, shall pay a fee of:

(1) For each dog that is not spayed or neutered: ~~$15~~ $14 for an annual license, and $42 for a three year license.

(2) For each dog that is spayed or neutered: ~~$18~~ $10 for an annual license, and $30 for a three year license.

B. All licenses, licensing tags, and renewals shall expire on the last day of May ~~January~~ in each year.

C. The City shall assess a late fee of $10 for each dog license renewal application filed after the license has expired.

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 ordinance and parts of ordinances inconsistent herewith are hereby repealed.

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

Date of Introduction: March 2, 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:

_____

, Corporation Counsel

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

_____

Vetoed by the Mayor for the following reasons: _____

_____

_____

_____

_____

-or-

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

_____

James Farina, City Clerk

Dawn Zimmer, Mayor