

Introduced by: _____

Seconded by: _____



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

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY
CLIENT PRIVILEGE WITH VINCENT LAPAGLIA, ESQ.
RELATING TO THE SETTLEMENT OF PENDING TAX APPEAL
MATTERS**

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

WHEREAS, the City seeks to settle tax appeal matters; and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, Vincent LaPaglia, Esq., which is subject to attorney client privilege and which is offered regarding pending settlements of the type listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the discussions had therein will be made available to the public.

MEETING: April 20, 2016

APPROVED AS TO FORM:



Alysia Proko
Acting Corporation Counsel

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 20 2016**



CITY CLERK

Introduced by: _____
Seconded by: _____

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

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY
CLIENT PRIVILEGE WITH FLORIO KENNY & RAVAL RELATING
TO THE SETTLEMENT OF THE PENDING WORKERS
COMPENSATION CLAIM MATTER KNOWN AS JC V. CITY OF
HOBOKEN, CLAIM NOS.: X45185 & X59472**

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

WHEREAS, the City seeks to settle the workers compensation claim litigation known as JC v. City of Hoboken, Claim Nos.: X45185 & X59472; and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending settlements of the type listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the discussions had therein will be made available to the public.

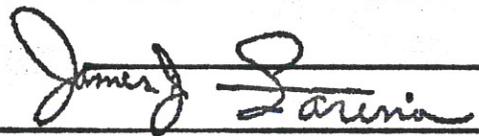
MEETING: April 20, 2016

APPROVED AS TO FORM:



Alysia Proko
Acting Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 20 2016



CITY CLERK

3

Introduced by: _____
Seconded by: _____

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

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY
CLIENT PRIVILEGE WITH RON CUCCHIARO, ESQ. AND JOSEPH
MARAZITI, ESQ. TO DISCUSS THE STATUS OF PENDING LAND
USE AND REDEVELOPMENT MATTERS**

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

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, Ron Cucchiaro, Esq. and Joseph Maraziti, Esq., which is subject to attorney client privilege and which is offered regarding pending legal matters of the types listed herein; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the discussions had therein will be made available to the public.

MEETING: April 20, 2016

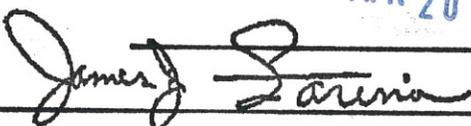
APPROVED AS TO FORM:



Alysia Proko
Acting Corporation Counsel

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

APR 20 2016



CITY CLERK

Introduced by: _____
Seconded by: _____
OF
Peter A. ...

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING SETTLEMENT OF TAX APPEAL

WHEREAS, there are certain tax appeals pending in the New Jersey Tax Court entitled Ball Park, LLC v. City of Hoboken under Docket Nos. 007592-2009, 008399-2010, 003315-2011 and 006825-2015; and

WHEREAS, the aforementioned tax appeals were set for trial before the Honorable Mary Siobhan Brennan, J.T.C., at which time settlement discussions occurred with Special Counsel for the City and the City's Tax Expert, and with the Taxpayer, Taxpayer's Counsel and Taxpayer's Tax Expert and with the Tax Court Judge; and

WHEREAS, there has been a proposal of settlement submitted to resolve and conclude said tax appeals; and

WHEREAS, the Tax Assessor for the City of Hoboken recommends settlement of the matters as set forth herein after discussion with Special Counsel and the City's Tax Expert.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, County of Hudson and State of New Jersey, that Special counsel for the City of Hoboken be and is hereby authorized to execute, on behalf of the City, a Stipulation of Settlement with the plaintiff as to the tax appeals pending in the New Jersey Tax Court, Docket Nos. 007592-2009, 008399-2010, 003315-2011 and 006825-2015 for property located at Block 100, Lot 1 (copies of which Stipulations of Settlement are annexed hereto and made a part hereof) under the following terms;

<u>TAX YEAR</u>	<u>ORIGINAL ASSESSMENT</u>	<u>PROPOSED ASSESSMENT</u>
2009	\$ 5,600,000	\$ 4,800,000
2010	\$ 5,600,000	\$ 4,600,000
2011	\$ 5,600,000	\$ 4,250,000
2012	\$ 5,600,000	\$ 4,250,000
2013	\$ 5,600,000	\$ 4,250,000
2015	\$16,075,000	\$16,075,000

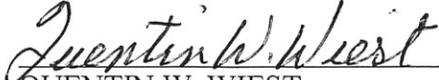
BE IT FURTHER RESOLVED that the Tax Assessor of the City of Hoboken is hereby authorized to adjust the tax records of the City of Hoboken in accordance with the Stipulation of Settlement; and

BE IT FURTHER RESOLVED that the Tax Collector of the City of Hoboken is hereby authorized to forthwith issue a tax refund pursuant to the terms of the Stipulation of Settlement upon receipt of a Judgment; and

BE IT FURTHER RESOLVED that the City Clerk shall forward copies of this Resolution to the Tax Assessor and the Tax Collector.

Meeting date: April 20, 2016

APPROVED:

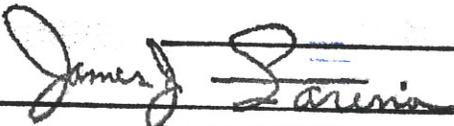

QUENTIN W. WIEST
Business Administrator

APPROVED AS TO FORM:


ALYSIA M. PROKO
Interim Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: **APR 20 2016**


CITY CLERK

SPONSORED: [Signature]
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

**RESOLUTION GRANTING FLORIO KENNY & RAVAL SETTLEMENT AUTHORITY IN
THE WORKERS COMPENSATION MATTER KNOWN AS JC V. CITY OF HOBOKEN
CLAIM NOS.: X45185 & X59472 IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY
DENNIS LALOIA TO ALYSIA PROKO IN HIS APRIL 1, 2016 EMAIL**

WHEREAS, the City of Hoboken is currently involved in a workers compensation claim with Plaintiff JC (Claim Nos.: X45185 & X59472); and,

WHEREAS, Florio Kenny & Raval has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of an April 1, 2016 email from Keith Kandel to Alysia Proko; and,

WHEREAS, after legal guidance from Florio Kenny & Raval, the City Council finds its suggested monetary settlement amount to be reasonable, and in the best interest of the City.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that Florio Kenny & Raval is hereby authorized to settle the matter of the workers compensation claim with Plaintiff JC (Claim Nos.: X45185 & X59472) in an amount up to the monetary amount suggested by way of a April 1, 2016 email from Keith Kandel to Alysia Proko.

Meeting date: April 20, 2016

Approved as to Content:

Approved as to Form:

[Signature: Quentin Wiest]
Quentin Wiest
Business Administrator

[Signature: Alysia Proko]
Alysia Proko, Esq.
Acting 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	✓			

**A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 20 2016**

[Signature: James J. Sorensen]
CITY CLERK

Introduced by: QF
 Seconded by: MD

7

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION PROCLAIMING APRIL 29, 2016 AS "ARBOR DAY" IN
 THE CITY OF HOBOKEN**

WHEREAS, the last Friday in April has traditionally been proclaimed Arbor Day by The Arbor Day Foundation and will continue to be so proclaimed in 2016; and

WHEREAS, J. Sterling Morton organized the first Arbor Day in 1872 in Nebraska as a special day encouraging the planting of trees, during which over one million trees were planted across the state; and

9

WHEREAS, Arbor Day has been observed in the State of New Jersey since 1884 and in other cities, states, and countries around the world; and

WHEREAS, trees reduce the erosion of precious topsoil, reduce heating and cooling costs for buildings, moderate the temperature, clean the air, produce oxygen, provide habitat for wildlife and are a renewable resource providing humans with paper, building materials, fuel, and many other products; and

WHEREAS, trees in the City of Hoboken increase property values, enhance the economic vitality of business areas, and beautify the community; and

WHEREAS, the City of Hoboken, through its Mayor and City Council, desires to continue to support Arbor Day and the National Arbor Day Foundation's tree planting programs.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HOBOKEN that it declares April 29, 2016 as "Arbor Day" in the City of Hoboken, New Jersey, and urges all citizens to support efforts to care for trees and woodlands and to plant trees for the well-being of present and future generations.

Meeting date: April 20, 2016

Approved as to Content:
Quentin Wiest
 Quentin Wiest
 Business Administrator

Approved as to Form:
Alusta Proko
 Alusta Proko, Esq.
 Acting Corporation Counsel

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

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

APR 20 2016

James J. Savino
 CITY CLERK

INTRODUCED BY: _____ **9F**
 SECONDED BY: _____ *[Signature]*

8

**CITY OF HOBOKEN
 RESOLUTION NO. _____**

**THIS RESOLUTION AUTHORIZING THE ACCEPTANCE OF
 A GIFT, BEQUEST, OR DONATION FROM A PRIVATE
 INDIVIDUAL INTO THE NAME OF THE CITY OF HOBOKEN**

WHEREAS, Lou's Landscaping & Design Inc., has offered to gift, bequest or donate certain real property and services, as more specifically described in the attachment hereto, to the City of Hoboken, which has a cash value of approximately \$3,900.00; and,

WHEREAS, Mayor and Council wish to acknowledge and thank the generosity of the organization; and,

WHEREAS, N.J.S.A. 40A:12-5 and N.J.S.A. 40A:5-29, as well as Hoboken Ordinance Z-392, authorize the City to accept bequests, legacies, donations and gifts; and,

WHEREAS, the City Council, upon report of value of the donation by the Administration, as attached hereto, as well as confirmation by the Business Administrator that the donor is aware that no special treatment can, or will, result to said entity as a result of this donation to the local government, may by Resolution accept such a donation

- WHEREAS**, the reasons for the donation are as follows:
- Community Arbor Day Service Project April 29, 2016.
 - 3 trees will be planted by Brandt School
 - 3 trees will be planted at Wallace School at 11th street between Willow & Clinton.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the above described donation is hereby accepted by the City from Lou's Landscaping & Design Inc., as more specifically described in the attached document; and said donation is subject to no conditions or limitations by the donor, except that the property should be the property of the City of Hoboken for public use for the remainder of the useful life of said property.

Reviewed:
Quentin Wiest
 Quentin Wiest
 Business Administrator

Approved as to Form:
[Signature]
 Aukia Proko, Esq.
 Acting Corporation Counsel

Meeting Date: April 20, 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	/				

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

APR 20 2016

James J. Savino
 CITY CLERK

Lou's Landscaping & Design, Inc.

573 Valley Road - Suite 7A

Wayne, NJ 07470

Phone (973)-694-7038 Fax (973) 832-4864

www.louslandscaping.com

Estimate

Date	Estimate #
4/11/2016	6632

Name / Address
City of Hoboken/Environmental Services 94 Washington Street Hoboken, NJ 07030

P.O. No.	Project

Item	Description	Qty	Rate	Total
Disposal of Debris	<p>Lou's Landscaping & Design Inc. is pleased to quote the following for your approval:</p> <p>Arbor Day Donation</p> <p>Supply and install (6) shade trees, 2.5-3" cal.</p> <p>Remove and dispose of concrete, as needed.</p> <p>Traffic control and No Parking Signs are not included.</p>	6	650.00	3,900.00T

Subtotal	\$3,900.00
Sales Tax (0.0%)	\$0.00
Total	\$3,900.00

CITY OF HOBOKEN
Department of Administration
Office of the Business Administrator

DAWN ZIMMER
Mayor



QUENTIN WIEST
Business Administrator

STEPHEN D. MARKS, PP, AICP
Municipal Manager

MEMORANDUM

J.W.
TO: City Council Members
FROM: Quentin Wiest, Business Administrator
DATE: April 13, 2016
SUBJECT: Lou's Landscaping & Design, Inc. Donation of Trees & Planting Services

Per Director Leo Pellegrini, please be advised that Lou's Landscaping & Design, Inc. will be donating and installing six shade trees with new tree pits in the City of Hoboken in connection to our community Arbor Day service project on April 29, 2016. Three trees will be planted by the Brandt School and three trees will be planted at Wallace School on 11th Street between Willow and Clinton Streets.

Pursuant to the City of Hoboken Ordinance Z-392 regarding the acceptance of gifts, please note the following:

- this donation from Lou's Landscaping & Design, Inc. does not impose any conditions on the City;
- the donor or donor's family does not have any pending matters before the City or any of its officials/employees or agencies;
- this donation does not benefit any individual, officer or employee of the municipality or any member of said officer or employee's immediate family;
- there is no apparent violation of the State of New Jersey Local Public Ethics Law in connection to this donation; and
- acceptance of this gift has no potential to expose the City to any present or future expense or future liability greater than if the City had paid for and planted the trees at its own cost and expense.

Should you have any questions or wish to discuss further, please do not hesitate to contact me or Director Pellegrini directly. Thank you.

QWW/dla

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AWARDING AN EMERGENCY SERVICE CONTRACT TO
J. FLETCHER CREAMER & SON, INC. FOR SNOW REMOVAL 1/26/16-
1/28/16 IN AN AMOUNT NOT TO EXCEED THIRTY TWO THOUSAND
THIRTY DOLLARS (\$32,030.00)**

WHEREAS, the City of Hoboken required snow removal services on an emergency basis on 1/26/2016 through 1/28/2016, and sought out the services of the state authorized emergency provider, J. Fletcher Creamer & Son, Inc.; and,

WHEREAS, the services were performed by J. Fletcher Creamer & Son, Inc. in accordance with their attached invoice, and were thereafter paid by authorization of the claim by this City Council; and,

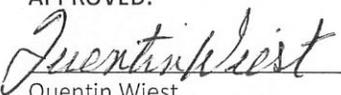
WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to retroactively authorize the emergency award of a contract to J. Fletcher Creamer & Son, Inc. for said services in an amount not to exceed Thirty Two Thousand Thirty Dollars (\$32,030.00); and,

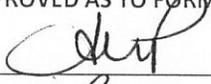
WHEREAS, certification of funds is not required for this resolution, as the City Council already authorized and thereby appropriated the funding for this invoice.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the City hereby retroactively authorizes the award of an emergency contract to J. Fletcher Creamer & Son, Inc. in accordance with their attached invoice in an amount not to exceed Thirty Two Thousand Thirty Dollars (\$32,030.00), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the J. Fletcher Creamer & Son, Inc. quote shall govern the contract, and no changes may be made without the prior written consent of both parties.
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, for the above referenced goods and/or services to the vendor: J. Fletcher Creamer & Son, Inc..

Meeting Date: April 20, 2016

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Ausia Proko, Esq.
Acting 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				

INVOICE



J. FLETCHER CREAMER & SON, INC.

101 East Broadway ♦ Hackensack, NJ 07601

City of Hoboken

94 Washington Street

Hoboken NJ, 07030

Attn. Leo Pellegrini

Snow Removal

Date Work Performed:

1/26/2016 thru 1/28/2016

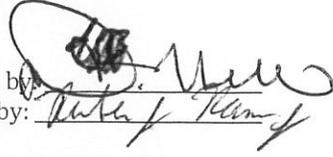
JFC Job # 201610

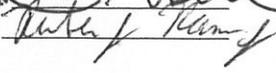
Invoice Date:

Invoice Number:

Description	Unit	Rate	Quantity	Amount
<u>Tuesday, January 26, 2016</u>				
Cat 950 Loader	Hour	265.00	12.0	3,180.00
Cat 420 Backhoe	Hour	200.00	12.0	2,400.00
Tandem Dump Truck	Hour	150.00	36.0	5,400.00
<u>Wednesday, January 27, 2016</u>				
Cat 950 Loader	Hour	265.00	12.0	3,180.00
Cat 420 Backhoe	Hour	200.00	12.0	2,400.00
Tandem Dump Truck	Hour	150.00	36.0	5,400.00
<u>Thursday, January 28, 2016</u>				
Cat 950 Loader	Hour	265.00	22.0	5,830.00
<u>Monday, February 01, 2016</u>				
Cat 950 Loader	Hour	265.00	16.0	4,240.00
Total Amount This Invoice				<u><u>\$32,030.00</u></u>

INVOICE

Introduced by:  10

Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. :__

RESOLUTION TO AUTHORIZE A CONTRACT FOR THE PROFESSIONAL SERVICES OF
FEDERAL APPRAISAL AND CONSULTING AS PROFESSIONAL APPRAISAL CONSULTANTS
TO THE CITY OF HOBOKEN FOR THE JEFFERSON STREET SCHOOL, PHASE IV LAND,
PHASE V LAND, AND JACKSON STREET LAND TO COMMENCE APRIL 21, 2016 AND
EXPIRE APRIL 20, 2017, WITH A NOT TO EXCEED AMOUNT OF \$11,500.00

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

WHEREAS, the City published RFP's for an annual pool of appraisers in accordance with the Fair and Open Process which Federal Appraisal and Consulting responded to, and the City thereafter authorized Federal Appraisal and Consulting as a CY2016 City of Hoboken pool professional by City Council resolution; and,

WHEREAS, the City now seeks to contract with Federal Appraisal and Consulting for appraisal services in an amount not to exceed \$11,500.00, for the JEFFERSON STREET SCHOOL, PHASE IV LAND, PHASE V LAND, AND JACKSON STREET LAND, in accordance with their April 11, 2016 proposal; and,

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

NOW THEREFORE, BE IT RESOLVED, that a contract with Federal Appraisal and Consulting for planning and engineering services be, and is hereby, awarded, in an amount not to exceed \$11,500.00, for the JEFFERSON STREET SCHOOL, PHASE IV LAND, PHASE V LAND, AND JACKSON STREET LAND, in accordance with their April 11, 2016 proposal, for a one year term to commence April 21, 2016 and expire April 20, 2017; and

BE IT FURTHER RESOLVED, that the terms of the subsequent contract, this resolution, and Federal Appraisal and Consulting's April 11, 2016 proposal, the CY2016 RFP for appraisers, and Federal Appraisal and Consulting's response proposal to the City's CY2016 RFP shall govern the contract, except that the "Business Terms" of the April 11, 2016 proposal are hereby rejected, and the business and administrative terms of the City's CY2016 RFP shall govern the administrative terms and conditions of this contract; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

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

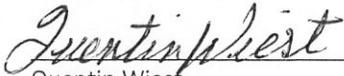
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

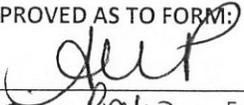
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting Date: April 20, 2016

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Alysia Proko, Esq.
Acting Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 20 2016


CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AUTHORIZE A CONTRACT FOR THE PROFESSIONAL SERVICES OF FEDERAL APPRAISAL AND CONSULTING AS PROFESSIONAL APPRAISAL CONSULTANTS TO THE CITY OF HOBOKEN FOR THE JEFFERSON STREET SCHOOL, PHASE IV LAND, PHASE V LAND, AND JACKSON STREET LAND TO COMMENCE APRIL 21, 2016 AND EXPIRE APRIL 20, 2017, WITH A NOT TO EXCEED AMOUNT OF \$11,500.00

AMOUNT TO BE CERTIFIED:

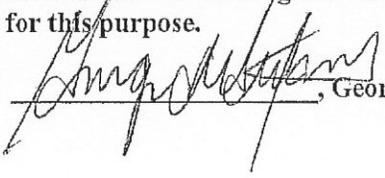
\$11,500.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-211-810-36 IN THE CY2016 TEMPORARY APPROPRIATIONS

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$11,500.00 is available in the following appropriations: 6-01-211-810-36 in the CY2016 temporary appropriations; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed:  George DeStefano, CFO

April 19, 2016
11:40 AM

CITY OF HOBOKEN
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS Batch Date: 04/19/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-21-181-036 Professional Services - Redevelopment	Encumbrance	CFO Cert for Meeting 04/20/2016 FEd App	11,500.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	11,500.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	11,500.00

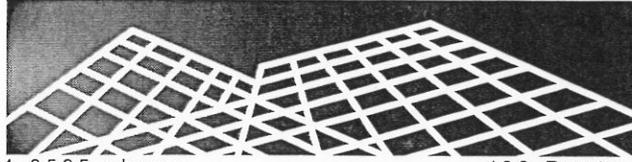
	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	11,500.00
Total:	1	11,500.00

There are NO errors in this listing.

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	11,500.00

Batch: GDS Updated Entries: 1 Updated Amount: 11,500.00 Ref Num: 4081

Federal Appraisal & Consulting



908.534-3595 phone 460 Route 22 West
908.823.0575 fax Suite 403
info@federalappraisal.com Whitehouse Station, NJ 08889

www.federalappraisal.com

April 11, 2016

Brandy Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington St, Hoboken, NJ 07030
(201) 420-2233
Via email: bforbes@hobokennj.gov

RE: Proposal/Engagement to Provide Consulting and Appraisal Services
Regarding Block 30, Lot 7 (the "Jefferson Street School"), and Block 81, Lot 3.01 Unit B ("Phase IV Land"), Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land")

Dear Ms. Forbes,

Federal Appraisal & Consulting LLC ("FAC") is prepared to provide consulting and appraisal services regarding the above referenced Subjects for you (the "Client"). This proposal/engagement letter presents FAC's understanding of the assets to be appraised, the Client's appraisal needs, and FAC's qualifications, proposed services, and fees. Please indicate your acceptance of this proposal and engagement by counter signing this letter and returning a signed copy to FAC.

Federal Appraisal & Consulting is uniquely qualified to appraise the above parcels (collectively, the "Subjects") described herein based on the facts that:

- FAC has appraised hundreds of commercial properties in New Jersey.
- FAC has appraised dozens of properties in Hudson County, including many in Hoboken
- FAC regularly appraises for government real property programs
- FAC regularly testifies to its complex appraisals, and
- Mark Pomykacz has been accepted as expert appraisal witnesses in multiple states for his appraisals;
- Mark Pomykacz has participated in many of arbitrations and mediations concerning appraisal issues;
- FAC appraisers have attained the highest levels of education and professional accreditation, including MAI's, ASA's, MRICS, MBA's in Business and Finance, Degrees in Engineering and Economics, and are State Certified General Real Estate Appraisers;
- Mark Pomykacz is certified (licensed) as a general (commercial) real estate appraiser in about 15 states;
- Our reports and services fully comply with USPAP, the Appraisal Institute, the Royal Institution of Chartered Surveyors, the American Society of Appraisers, and the International Valuation Standards.

1. Purpose, Use and Scope of the Appraisal

The purpose of the Appraisal will be to provide the Client with an Appraisal Report (the "Appraisal" or "Report") estimating the market value of the Subjects, which are more fully described below. FAC understands the Client will use the Report in negotiations as the Subject is being considered as a Green Acres Diversion replacement property. FAC shall prepare the Report for this purpose and use. The scope of the Appraisal Report shall include a complete analysis and narrative appraisal report, written for the Client's purpose and use.

Brandy Forbes, AICP, PP

Community Development Director

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FAC agrees to provide the Client with the following scope of work, analysis and reporting:

- Phase I – Appraisal
 - Provide information request documents.
 - Assist in gathering subject and market data.
 - Conduct a site inspection of the Subjects, if requested.
 - Develop an opinion of market value for the Subjects.
 - Provide status appraisal reports regularly
 - Deliver a narrative appraisal report which will include schedules supporting the conclusions contained in the report, and as described herein.
- Phase II – Additional Consulting
 - Additional consultation, arbitration, and / or testimony on matters not addressed in Phase I will be billed on an hourly basis.

The client may terminate the engagement before the commencement of or during any phase. Fees will be paid for any phase ordered by the client and for the work completed towards that phase based on the hours and expenses incurred to date.

The Appraisal Consulting Services and the Appraisal services will comply with the Uniform Standards of Professional Appraisal Practice ("USPAP"), and the standards of the Appraisal Institute, the American Society of Appraisers, and the Royal Institution of Chartered Surveyors. The Appraisal will comply with the statutes of the state of New Jersey. Mark Pomykacz will personally conduct and certify the Appraisal as a Member of the Appraisal Institute ("MAI").

2. Dates of Value

FAC shall provide value conclusions as of one specific current valuation.

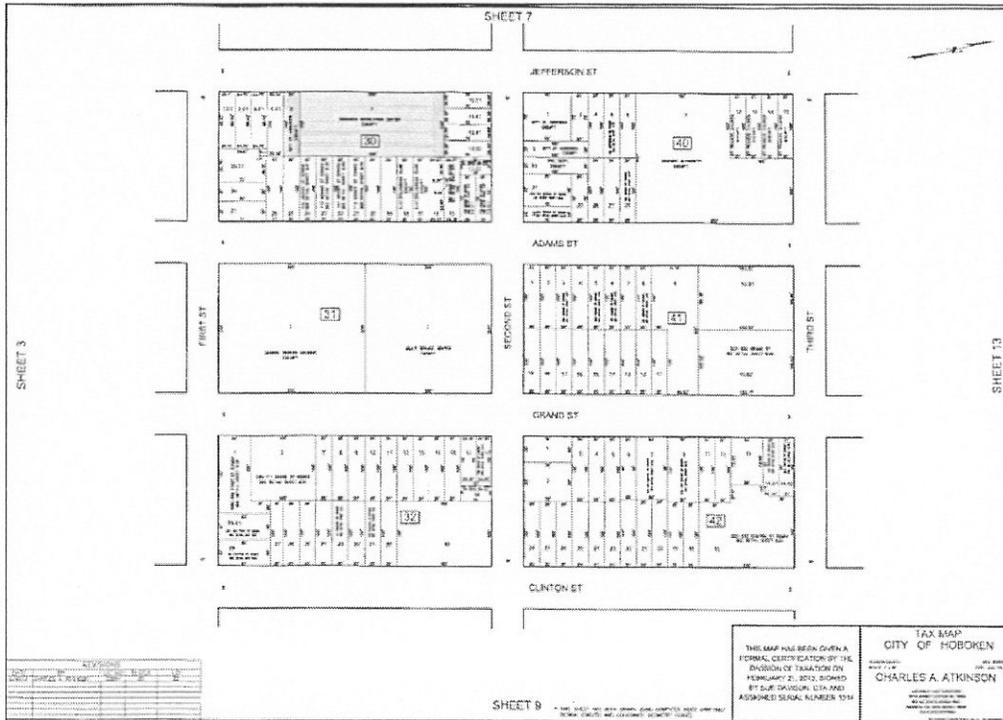
3. The Subject

The following details will be confirmed and accounted for by FAC during the course of preparing the Appraisal.

- Block 30, Lot 7 (the "Jefferson Street School") is located between 1st and 2nd Streets on Jefferson Street, and is currently improved as a school. We understand we will only be valuing the portion of the Lot that includes the footprint of the current improvements, as well as if the improvements extended straight to the back of the property line. A map is shown on the following page.

Brandy Forbes, AICP, PP
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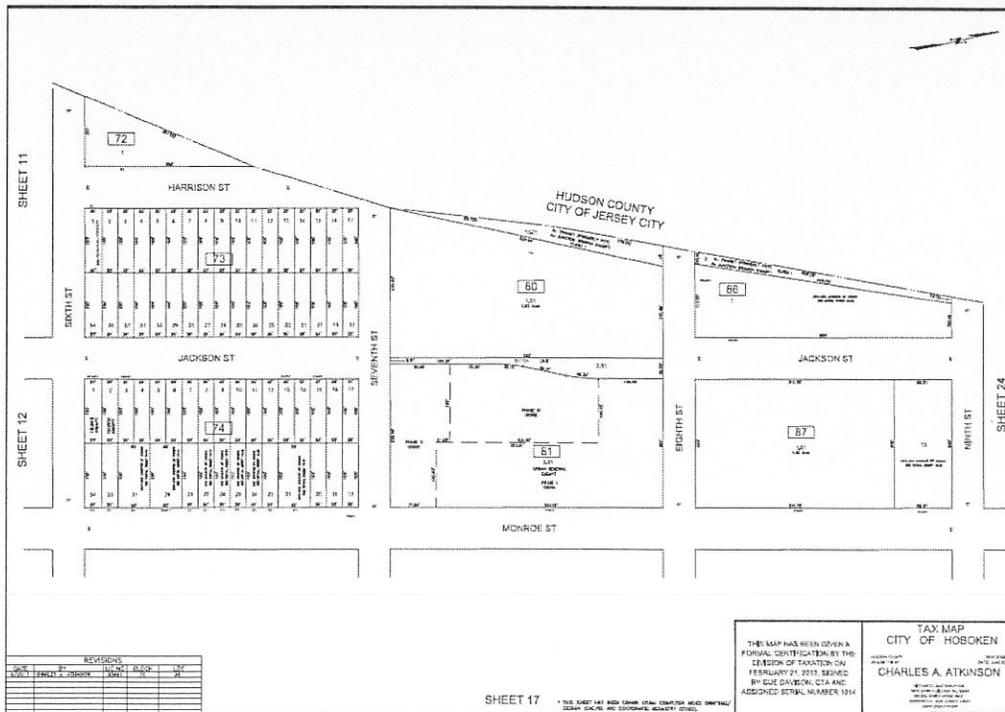
Block 81, Lot 3.01 Unit B ("Phase IV Land"), Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land") are several adjacent lots along Jackson Street and Monroe Street between 7th and 8th Streets. The parcels are assembled to act as one economic unit. Maps are shown on the following page. The lots in question are shown in green.

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3.1. Site Inspection

FAC hopes to physical inspect the Subjects. We will coordinate with the Client for a time that is convenient for all parties.

4. Valuation Definitions and Assumptions

FAC will work with the Client to ensure that the various appraisal and valuation definitions and assumptions employed in the Report are appropriate for the client's purpose and use. For example, FAC will work with the Client to ensure the Appraisal assumes proper definitions of value for the Client's purposes in New Jersey or relevant jurisdiction. Examples of general definitions are shown in following sections.

4.1. Market Value Concept

While market value is commonly utilized in appraisal work, FAC will ensure that any definitions prescribed by relevant contracts are employed.

Below are definitions taken from The Dictionary of Real Estate Appraisal, fifth edition, published by the Appraisal Institute. This value is often but not always equivalent to taxing jurisdiction's definition of the taxable value.

Market Value:

1. The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.
2. Definition from USPAP¹. A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.
3. Federal Register². The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
 - a. Buyer and seller are typically motivated;
 - b. Both parties are well informed or well advised, and acting in what they consider their best interests;
 - c. A reasonable time is allowed for exposure in the open market;
 - d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
 - e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

There are various concepts that often relate to market value depending on the context of the appraisal. The concepts include highest and best use and fee simple and leased fee estates.

Highest and Best Use:

1. The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The

¹ (USPAP, 2014 ed.).

² (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994).

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four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.³

Fee Simple and Leased Fee Estates:

1. **Fee Simple Estate:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.
2. **Fee Simple Title:** A title that signifies ownership of all the rights in a parcel of real property, subject only to the limitations of the four powers of government.
3. **Leased Fee Estate:** An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.
4. **Leasehold Estate:** The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions. See also negative leasehold and positive leasehold below.

5. Methodology

FAC will consider the three traditional approaches to value: Cost Approach, Sales Comparison Approach, and Income Approach, when completing the Appraisal.

Further, after extensive research and on advice from Client's counsel, FAC will consider methodology prescriptions in local law and regulations concerning the appraisal for the Client's purpose and use. These prescriptions may represent jurisdictional exceptions to otherwise national appraisal practices.

5.1. Sales Comparison Approach

FAC will attempt to estimate the market values of the Subject utilizing the Sales Comparison Approach. It involves the comparison of sales (or offerings) of properties similar to the Subject. If the comparable sales are not exactly like the subject, adjustments are made to the sale price of the comparable sales (or offerings). When adequate data on sales allows the completion of the adjustment process, the Sales Comparison Approach is a reliable method to determine value. Given that the market for this type of is national and sometimes international, FAC will investigate sales from around the country and sometimes internationally, and will investigate national and international buyers and sellers.

5.2. Income Approach

The Income Approach will also be considered in the Appraisal. The underlying principle in this approach is that buyers invest in properties like the Subject for the satisfaction of receiving the anticipated future income. FAC will attempt to replicate the analysis buyers and sellers would make on the expected income and any inherent risk. Specifically, FAC plans to employ a discounted future cash flow ("DCF") method of the income approach, because this is the most important approach to market participants for this type of property. The DCF approach estimates the value of the Subjects by considering the prospective operational results and the financial positions of the Subject, over multiple years.

FAC will also attempt to evaluate the Subjects using direct capitalization techniques. In this technique, income for a single year is converted directly into an indication of value. This technique is useful, because it is mathematically the simplest income approach to complete.

³ *The Dictionary of Real Estate Appraisal*. 5th ed. Chicago, Appraisal Institute.

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If required by local law or regulation, FAC will attempt to complete both income approach types on both a "before" and "after" income tax basis.

5.3. Cost Approach

The Cost Approach is based upon the premise that an informed purchaser would pay no more for an asset than the cost of constructing a substitute asset with the same utility as the subject asset. FAC will attempt to evaluate the Subjects using cost approach techniques. However, if it proves to be unsound as an independent appraisal technique, FAC may attempt to utilize it as a cross checking technique and "range of value" indicator.

Also cost approach techniques may be utilized to determine the value of parts of the plant, such as personal property, pollution controls, exempt property, etc. Among the three traditional approaches, the cost approach has the distinct advantage of usually including in its value indication only those assets explicitly included in its analysis. Further, given the cost approach's ability to isolate specific assets that roll up to comprise overall value, the cost approach is commonly employed, in conjunction with sales and/or income approaches, to complete residual and allocation techniques. The income and/or the sales approaches are used to determine the overall value, and the cost approach is used to determine the value of component assets to be excluded. The difference between the reconciled income or the sales approaches and the cost approach yields the value of the residual asset

5.4. Residual and Allocation Techniques

When the appraisal assignment calls for it, various techniques, such as allocations, residuals, or summations may be made to or with the various elements or components of the concluded values from the three traditional approaches, in order to determine overall asset values or parts (real, personal and business intangibles) of a concluded overall value.

An allocation is a method of estimating the value of one item that is included in the value of a combination of items by applying a determined ratio of value that the one item contributes to the combination value. A residual technique finds the value of one item by subtracting the value of all the other items from the value of the total combination of items.

6. Client Furnished Data and Access

In order to complete our analyses in a timely manner, the Client must provide certain information. This information should include but not be limited to the data included with Information Request, which is attached to this proposal.

We understand certain information may not be available and we will work with the Client to obtain this information. Throughout the project we reserve the right to request other available data that we may deem as appropriate to complete our appraisals.

7. Legal, Accounting, and Engineering Services

FAC is not a legal, accounting, or an engineering services provider. FAC will either work with attorneys, accountants or engineers contracted or employed by the client, or will contract for such services and bill the Client for the contract expense. These services may or may not be needed.

8. Qualifications

Federal Appraisal & Consulting, LLC is an international valuation-consulting company that provides appraisals, valuation-consulting and litigation support services to clients worldwide. Our valuation practice includes 10 professionals comprised of designated appraisers and degreed engineers who possess advanced degrees in business, accounting, and finance.

FAC provides valuation advisory services to support all major industries including, biofuels facility (ethanol and biodiesel plants), utilities (electric power, transmission and distribution; water; etc.), oil, gas and energy, mining, high technology, aerospace, telecommunications, railroads, general commercial and investment real estate,

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government and defense, manufacturing, retail, chemical, aerospace, finance, healthcare and other industries.

Our clients have told us that they choose our firm because:

- International firm with global experience
- Independent firm with no Sarbanes – Oxley issues
- Client-oriented, personal service -focused
- Several FAC staff are engineers trained in the science and art of valuation
- Firm goal: Long term consultative client relationships
- Understand key tax/accounting issues that drive valuation
- Diverse client base – Fortune 500 and middle market
- Experienced hands-on project management
- Senior professional team with Big Four experience and over 50 total years of professional valuation service to the financial, legal, and tax community

This project will be managed and performed under the direct supervision of Mr. Mark Pomykacz. Mr. Pomykacz is the founder and Managing Partner of Federal Appraisal & Consulting, LLC.

Mr. Mark Pomykacz, MAI, MRICS has over 29 years experience in real estate consultation and appraisal services and has developed expertise in complex and non-traditional valuation consulting services. He has provided numerous consultation services including tax and audit valuation, underwriting, due diligence, capital markets, rent/buy/sell pricing decisions, feasibility and market analyses, and litigation support. Mr. Pomykacz has also worked on all property types including investment properties, corporate real estate, vacant land and special purpose properties, and has written special purpose reports, executive summary reports, narrative appraisal s, market and feasibility studies, yield and after-tax analyses, and damages estimates. In addition to expert real estate valuation, appraisal and consulting experience, Mark has extensive experience in real estate asset management, computer database and application development, and management for real estate.

9. Deliverables and Appraisal Delivery Date

FAC will work with the Client to establish a delivery schedule suitable for their needs. FAC generally believes the schedule will follow the following pattern. FAC will deliver to the Client the Phase I services within six to eight weeks of authorization to begin work. The report deliverables includes electronic copies of the reports. FAC agrees to provide hard copies of the reports to the Client, at the Client's expense. FAC will deliver to the Client the Phase I services as mutually agreed to.

These delivery dates are contingent upon the Client authorizing FAC to begin work; and that the Client and the property owner provide any needed property information and property access in a timely manner. The Client understands and accepts that other factors, which are not under the control of FAC, may delay FAC's deliverables.

Brandy Forbes, AICP, PP

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10. Professional Fees and Expenses

The professional fees are based on the estimated time required to complete the service and on the level of expertise required. The fees and expenses are described as follows.

Professional Fee Schedule for Phase I

	Jefferson Street School, if ordered separately.	The Building Site, Phase V land, and Jackson Street Land, as one economic unit, if ordered separately.	Both appraisals ordered together.
As discussed in Sections 1 through 9 of this proposal. This fee excludes reimbursable expenses.	\$8,000	\$6,000	\$11,000

Hourly Rates Schedule for Phase II Consulting, Testimony, Depositions, and Other Consulting Services

Testimony and Depositions An hourly rate based on the number of hours testifying or being deposed, plus reimbursable expenses.	Partner / Director	\$ 350.00
Consulting and Other Consulting Services An hourly rate based on the number of hours providing other valuation consulting services, such as appraisal review services, litigation support, forensic consulting, meetings, research and analysis, trial preparation, plus reimbursable expenses.	Partner / Director Manager Consultant Administrative Support	\$ 275.00 \$ 225.00 \$ 175.00 \$ 65.00

FAC shall bill monthly for the balance, based on the professional time and reimbursable expenses accumulated to date. Should Testimony and Deposition or Other Consulting Services be needed, FAC will submit additional monthly invoices for those professional fees and reimbursable expenses incurred to date. The total of all of the monthly invoices will be due and payable either within thirty days of resolution of the legal matter in question. The client acknowledges that this is not a contingency fee as defined by appraisal regulation and USPAP and that the amounts due to FAC will not be altered in any way based on the outcome of the client's case.

The Fees proposed do not include reimbursable expenses, which the Client agrees to pay. Reimbursable expenses shall include, but shall not be limited to; all travel, research data, express mail, data collection charges, and report and document processing expenses incurred by FAC. Travel expenses shall include any expenses associated with travel to/from the Subject inspection, Client meetings, and hearings. FAC anticipates that these reimbursable expenses will not exceed \$500.

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All quoted hourly and daily professional fees apply to the 2016 calendar year. These rates are subject to an annual escalation rate of 5.0 percent beginning January 1, 2017.

11. General Proposal and Contract Terms and Conditions

This proposal and engagement is subject to the attached General Proposal and Contract Terms and Conditions.

12. Engagement Acceptance

Please indicate your acceptance of this proposal and engagement by signing this letter below and returning a signed copy to FAC.

It has been my pleasure to provide this proposal to you, and I hope to have the pleasure of working with you soon. In the meantime, please feel free to contact me with any appraisal questions or concerns.

Very truly yours,



Mark Pomykacz, MAI, MRICS
Managing Partner

Accepted and agreed to by:

Name: _____

Title: _____

Company: _____

Date: _____

Brandy Forbes, AICP, PP

Community Development Director

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General Contract Assumptions and Limiting Conditions

This Contract and the services proposed are subject to the following general assumptions, disclaimers and limiting conditions.

In this section, the term Proposed Services can mean proposed services, study, appraisal, research or analysis, consulting and any report or work product, services or deliverable about the proposed services, study, appraisal, research, consulting, services or analysis. Further, the term "FAC" means Federal Appraisal & Consulting LLC and its employees(s), consultant(s), appraiser(s), and service provider(s).

1. **Fees, Expenses, Travel and Testimony.** The fees listed in the proposal, engagement letter or contract to which these terms are appended or referred to, including the exhibits, include FAC's best estimates of fees, travel and other expenses as FAC currently foresees them. The current engagement plan includes allowances for the elements and conditions that FAC expects to encounter in the course of the assignment. In the event that FAC actually encounters situations, which require a revision or modification in the fees, FAC will discuss with the Client the causes and likely effects of the required modification, both in terms of delivery and fees. The Client will approve the modifications or will terminate the engagement and pay FAC a fee based on the time and expenses incurred through the termination date. The fees listed in the proposal, engagement letter or contract does not include fees for appearance in court or hearings, or preparation time for such appearances, unless such fees are explicitly listed in the proposal, engagement letter or contract.
2. **Payment of Invoices.** Invoices for which payment is not received within thirty (30) days of the invoice date shall accrue a late charge of the lesser of (i) 1½% per month or (ii) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, FAC shall have the right to halt or terminate entirely its Proposed Services until payment is received on past due invoices.
3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of FAC's Proposed Services. The Client or FAC may cancel this Agreement at any time, with or without cause, upon written notice to the other party. If at any point during the engagement the decision is made to discontinue FAC Proposed Services, FAC fees will be based upon the time and expenses incurred through that date. In that event, FAC invoices will be due and payable immediately. Regardless of the date of termination, FAC shall be entitled to their fees to the date of termination based on the fee determination criteria.
4. **Survival.** The provisions of the Proposal and this General Contract Assumptions and Limiting Conditions shall survive the expiration or termination of this engagement.
5. **Time Limitation on Actions.** No action, regardless of form, arising under or relating to this engagement, may be brought by the Client more than one year after the cause of action has accrued.
6. **Force Majeure.** FAC shall not be liable for any delays in the delivery of Proposed Services resulting from circumstances or causes beyond its reasonable control, including, without limitation, the actions or inaction of others which FAC is dependent on to complete the Proposed Services, the action of others which causes FAC delays, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
7. **Entire Agreement.** These General Contract Assumptions and Limiting Conditions, and the proposal, engagement letter or contract to which these terms are appended, and possibly including the exhibits and other appendix, constitutes the entire agreement between FAC and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof.
8. **Assignment.** Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. FAC may assign or subcontract

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portions of its rights and obligations hereunder to any affiliate of FAC, without the consent of Client, for the purpose of completing the Proposed Services.

9. **Governing Law and Severability.** These terms, and the proposal, engagement letter or contract to which these terms are appended, including the exhibits, shall be governed by, and construed in accordance with, the laws of the State of New Jersey (without giving effect to the choice of law principles thereof). The venue for any legal proceedings by the Client against FAC shall be the Superior Court of New Jersey of Hunterdon County. Client also waives the right to a trial by jury in any legal proceeding against FAC. If any provision of these terms is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
10. **Arbitration.** Any controversy or claim arising out of or relating to the Proposed Services, or the breach thereof, shall be settled by arbitration conducted in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall utilize a single arbitrator, who must be a Member of the Appraisal Institute, MAI. The prevailing party shall be entitled to recover their reasonable arbitration expenses from the losing party. The arbitration shall take place in New Jersey.
11. **Affirmative Action Covenant.** FAC hereby incorporates by reference the mandatory affirmative action language of Subsection 3.4(a), N.J.A.C. 17:27-3.4 and N.J.A.C. 17:27-5.3 as promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and FAC agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4 and of Section 5.3.
12. **Political Contribution Disclosure.** FAC does hereby attest that FAC, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16 in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality/county when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that municipality/county when the contract is awarded.

Information and Data Sources

13. **Confidentiality.** It is understood and agreed that FAC's Proposed Services will be prepared in accordance with the requirements of USPAP of the Appraisal Foundation, and the Proposed Services will comply with the Appraisal Institute's Code of Professional Ethics and Standards of Professional Practice. These standards include confidentiality standards.
14. **Cooperation** Client shall cooperate with FAC in the performance by FAC of its Proposed Services, including, without limitation, providing FAC with reasonable facilities and timely access to data, information and personnel, agents and representatives of Client. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to FAC for purposes of the performance by FAC of its Proposed Services.
15. **Client Representations.** The Client will furnish or cause to be furnished to FAC such historical and other information as FAC may request. The Client recognizes and confirms that FAC (a) will use and rely on such information and on information available from generally recognized public sources (all such information being the "Information") in performing the Proposed Services without FAC having independently verified the same; (b) does not assume responsibility for the accuracy or completeness of the Information; and (c) will not make an appraisal of or conduct an audit of or otherwise provide any opinion, report, or other form of assurance with respect to such Information. In addition to providing required information, the Client will be responsible for providing historical and prospective financial statements and for providing information about and responding to

Brandy Forbes, AICP, PP

Community Development Director

RE: Proposal/Engagement to Provide Consulting and Appraisal Services

Regarding Block 30, Lot 7 (the "Jefferson Street School"), and Block 81, Lot 3.01 Unit B ("Phase IV Land"), Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land")

document requests on a timely basis. Additionally, FAC may request and the Client agrees to supply a representation letter, in form and substance satisfactory to FAC which, among other things, confirming the Client's responsibility for the historical financial statements and for the underlying assumptions used in connection with any pro forma cash flows, the appropriateness of the prospective financial statements that the Client has prepared, and their active decision-making participation in the engagement.

16. The information on the financial, legal and physical condition of the subject property or assets provided by the Client, the subject owner, or others, directly to us or to the public through various public disclosure methods is assumed to be reliable.
17. Other materials and information obtained from various professionally-appropriate public and private sources are assumed to be reliable.
18. The information contained within the Proposed Services was obtained from sources deemed to be reliable. Reasonable efforts, given the purpose, use and scope of the Proposed Services, will be made to verify such information as reliable. However, no warranty or certification will be given as to its reliability.
19. If substantive issues are later discovered in data relied upon, then the reported opinions in the Proposed Services may need to be revised accordingly.

Property Specific Assumptions, Disclaimers and Limiting Conditions

20. FAC does not provide legal, accounting, audit, engineering, architectural or environmental sciences services. FAC assumes no responsibility for matters of a legal nature, matters of title, or matters of audit, or matters of engineering, or matters of environmental science, or matters of architecture. All legal, engineering, architectural, environment, accounting and financial information provided to and utilized by FAC is assumed to be reliable.
21. It is assumed that the title to the studied interest is marketable. It is assumed that there are no deed restrictions or other limitation on title that would make the Subject substantially more or less valuable, other than those that are specifically noted in the Proposed Services. It is assumed that the legal descriptions as obtained from public records or as furnished are reliable. FAC has made no land survey and has completed no title search or report of the Subject. It is assumed that there are no issues concerning subsurface, water, or mineral rights, or air or transferable development rights that would make the Subject substantially more or less valuable, other than any that are specifically noted in the Proposed Services. It is assumed that there are no judgements, or pending or future litigation concerning the Subject, other than those that are specifically noted in the Proposed Services.
22. Except as noted herein, FAC assumes that there are no hidden or unapparent conditions at the Subject land and/or improvements, which would render the Subject more or less valuable. FAC assumes no responsibility for such conditions, or for engineering, environmental, legal or architectural counseling which might be required to discover such conditions. We assumed that there were no ADA issues sufficient to render the Subject significantly more or less valuable.
23. Typically competent and responsible management and ownership are assumed.
24. It is assumed that there are no zoning or building code issues, or other federal, state or local regulation compliance issues concerning the Subject that would significantly increase or decrease the value of the interest being appraised, unless noted in the Proposed Services.

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25. Since FAC is not an engineering or an architectural firm, FAC makes no representation as to quality, functionality, condition, limitations and size of the Subject, except that 1) FAC has relied upon what has been reported to FAC as the best available data where said data was provided by others to FAC who FAC believes to be an appropriate source of said data given the specific purpose, use and scope of work of the Proposed Services, and 2) if an visual inspection was conducted by FAC then FAC has relied upon the visual inspection. Given the inherent limitations of FAC's visual inspection, if conducted, important issues at the Subject may not be uncovered. FAC's visual inspection of the Subject is not an engineering, architectural or environmental inspection, and does not test building operations and does not cover 100 percent of the building(s), machinery and equipment, or the site.
26. The Proposed Services assumes that unless specifically noted elsewhere in the Proposed Services, the Subject suffers no environmental or hazard issues, and that there are no contamination or health risks existing at or near the Subject.
27. If substantive issues are later discovered in any of the data relied upon, then the reported opinions in the Proposed Services may need to be revised accordingly.

Publication, Distribution, Use of Study

28. **Circular 230 Disclaimer:** To ensure compliance with requirements imposed by the IRS, FAC informs the users and readers of this Report that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or tax-related matter(s) addressed herein.
29. The opinions proffered in the Proposed Services are as of a specific date, for a specific client and set of users, for a specific purpose and use, under a specific, limiting scope of work, and made under specific assumptions, disclaimers, limiting conditions and certifications. Using the opinions proffered herein for any other use or purpose is unwise and inappropriate, and is prohibited unless authorized by FAC. The Client agrees that
- Any advice or recommendations, written or oral, provided by FAC in connection with this engagement is exclusively for the Client and any intended users specifically named by FAC, and may not be disclosed to, or relied upon by, any third party (other than the Client's legal and tax counsel) without FAC's prior written consent;
 - Client will not refer to Federal Appraisal & Consulting LLC by name or their services in any written materials relating to the Asset, including without limitation, any publicly filed documents without their prior written consent for each requested use or reference; and
 - Neither all nor part of the contents of the Proposed Services, or copy thereof, shall be conveyed to the public through such forms or methods such as, but not limited to, advertising, public relations, news, sales or any other media without prior written consent of FAC.
 - Nor shall FAC or any professional organization of which FAC are a member or candidate, be identified without the prior written consent of FAC.
 - The Proposed Services may not be utilized in any present or proposed, public or private syndication or public offering of any of the interests in the Subject unless prior written agreement has been obtained from FAC.
 - The Proposed Services are intended to be utilized as a whole, and may not be used in parts.
30. Possession of the Proposed Services, or a copy thereof, does not give the holder the right of use or publication.

Brandy Forbes, AICP, PP

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Regarding Block 30, Lot 7 (the "Jefferson Street School"), and Block 81, Lot 3.01 Unit B ("Phase IV Land"),
Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land")

31. Disclosure of the contents of the Proposed Services by FAC is governed by the laws, by-laws and regulations of state appraisal regulatory bodies, the Appraisal Institute and the American Society of Appraisers and the Royal Institution of Chartered Surveyors. FAC is authorized by the Client to disclose all or portions of the Proposed Services and the work files to authorized representatives of the state appraisal regulatory bodies, the Appraisal Institute, the American Society of Appraisers, and the Royal Institution of Chartered Surveyors, if such disclosure is required to enable FAC to comply with their respective laws, by-laws and regulations now or hereafter in effect, or as may otherwise be required to be disclosed by Court Order or governing laws, rules and/or regulations.

Study Analysis Type and Format Conditions

32. The Proposed Services shall be prepared in accordance with the requirements of USPAP of the Appraisal Foundation, the Appraisal Institute, the American Society of Appraisers, and the Royal Institution of Chartered Surveyors. Jurisdictional exceptions may apply. The Proposed Services will comply with and be subject to the Appraisal Institute's Code of Professional Ethics and Standards of Professional Practice.

33. FAC has determined the scope of work for this study based on its discussions with the Client, and their reported needs, their reported purpose and intended use of the study. The scope of the study is limited to the work necessary to provide for the Client's purpose and use of the study, and as such this study is not recommended for any other use.

Limit of Liability

34. FAC warrants that it will perform Proposed Services in good faith and in a professional manner. FAC disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

35. Any forecasts of income and expenses in the Proposed Services are not predictions of the future and are created for valuation purposes. No representation is made that the model will coincide with actual future events. There will usually be differences between the forecasts and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

36. It is understood and agreed that each of the parties hereto is independent of the other and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Client acknowledges that the full independence and authority of FAC will be maintained throughout this engagement and that no assurances or guarantees of a value estimate or consulting recommendation have been made or are a condition of this engagement.

37. In providing this service, FAC establishes and the Client understands and agrees that FAC assumes no responsibility for or ownership of the risks and rewards of the Client's and user's decisions based on, or results that are consequential to, the use of the Proposed Services.

38. **Indemnifications.** The Client will indemnify, defend, and hold harmless FAC and its personnel from all claims and liabilities relating to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of FAC.

a. In the event that the foregoing indemnification is not available, then FAC's aggregate share of liability to the Client and any third parties shall not exceed the total fees collected for the portion of the Proposed Services giving rise to such liability.

Brandy Forbes, AICP, PP

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- b. This indemnification and the limitation on liability set forth herein shall include, without limitation, any liability related to or resulting from any information provided by the Client, its officers, directors, employees, agents or representatives, or third parties, that is inaccurate in any respect, regardless of whether FAC could have or should have known of such inaccuracy.
 - c. FAC will only be obligated for indemnifications to the Client for 1) bodily injury, death or damage to real or tangible personal property and 2) bad faith or intentional misconduct of FAC. However, if there also is fault on the part of the Client or any entity or individual indemnified hereunder or any entity or individual acting on Client's behalf, the foregoing indemnification shall be on a comparative fault basis. The foregoing indemnity obligations are conditioned on Client providing FAC with prompt notice of any claim for which indemnification shall be sought and cooperating in all reasonable respects with FAC in connection with any such claim.
 - d. Client shall pay or reimburse all costs incurred by FAC for any actions, claims or litigation against FAC arising from FAC providing the Proposed Services or the Client's use of the Proposed Services, except if and only to the extent that the claims or litigation arise from FAC's bad faith or intentional misconduct. FAC shall be entitled to control the handling of any such claim or litigation against it, and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing. The costs shall include FAC's time spent responding, at FAC's hourly cost at the rates specified in the contract, FAC's out-of-pocket expenses and cost for any attorneys fees and professional services reasonably required for the response.
 - e. In no event shall FAC or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage or expense relating to this engagement.
 - f. The limitation on liability and indemnification provisions of this proposal, engagement letter or contract will apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.
 - g. The agreements and undertakings of the Client contained in this proposal, engagement letter or contract, such as those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, will survive the completion or termination of this engagement.
39. FAC is not required to give testimony about the Proposed Services, or to provide other services to the Client concerning the Subject, without agreement between the parties for compensation to FAC.

Statements of Qualifications and Personal Histories

40. Any statements of qualifications, resumes, and personal and/or company histories are presented in summary for marketing purposes and to assist the client and intended users of the Proposed Services with understanding the professional competency and experience of FAC. These statements of qualifications, resumes, and personal and/or company histories are (1) not a complete listing of our professional experiences and qualifications and (2) not a full disclosure of our professional, corporate, and personal interactions and relationships.

Ownership of FAC Properties.

41. FAC Technology and Copyrights. FAC has created, acquired or otherwise has rights in, and may, in connection with the performance of the Proposed Services, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques; (including, without limitation, models; templates; the generalized features of the structure, sequence and organization of software; user interfaces and screen designs; general purpose consulting and software tools, utilities and routines; and logic, coherence and methods of operation of systems) (collectively, the "FAC Technology and Copyrights").

Brandy Forbes, AICP, PP

Community Development Director

RE: Proposal/Engagement to Provide Consulting and Appraisal Services
Regarding Block 30, Lot 7 (the "Jefferson Street School"), and Block 81, Lot 3.01 Unit B ("Phase IV Land"),
Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land")

42. Ownership and Use of Deliverables. Except as provided below, upon full and final payment to FAC, the tangible items specified as deliverables or work product in the proposal, engagement letter or contract to which these terms are attached (the "Deliverables") will become the property of Client. To the extent that any FAC Technology and Copyrights are contained in any of the Deliverables, FAC hereby grants Client, upon full and final payment to FAC, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such FAC Technology and Copyrights in connection with the Deliverables, and only for the Deliverables, and only for the Client's intended purpose and use as enumerated in the attached proposal, engagement letter or contract.
43. Ownership of FAC Properties. To the extent that FAC utilizes any of its property (including, without limitation, the FAC Technology and Copyrights, or any hardware or software of FAC in connection with the performance of the Proposed Services, such property shall remain the property of FAC and, except for the license expressly granted in Paragraph (b) above, Client shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that (a) FAC will own all rights, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the FAC Technology and Copyrights and (b) FAC may employ, modify, disclose, and otherwise exploit the FAC Technology and Copyrights (including, without vion, providing services or creating programming or materials for other clients). FAC does not agree to any terms that may be construed as precluding or limiting in any way its right to (a) provide consulting or other services of any kind or nature whatsoever to any person or entity as FAC in its sole discretion deems appropriate or (b) develop for itself, or for others, materials that are competitive with those produced as a result of the Proposed Services, irrespective of their similarity to the Deliverables.

Extraordinary Assumptions and Hypothetical Conditions

44. Extraordinary Assumptions and Hypothetical Conditions, as defined by USPAP, will be disclosed at various points in this Study, if applicable in this Study.

State Board Clauses

45. Appraisers are required to be licensed and are regulated by the Michigan Department of Consumer and Industry Services, P.O. Box 30018, Lansing, Michigan 48909.

Last revised February 9, 2016

Brandy Forbes, AICP, PP

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Regarding Block 30, Lot 7 (the "Jefferson Street School"), and Block 81, Lot 3.01 Unit B ("Phase IV Land"),
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Resumes

The included resumes are presented in summary for marketing purposes and to assist the intender(s) of the report with understanding the professional competency and experience of the appraisers. These resumes are (1) not a complete listing of our professional experiences and qualifications and (2) not a full disclosure of our professional, corporate, and personal interactions.

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Qualifications of Mark Pomykacz, MAI, MRICS

908.534.3590

mark@federalappraisal.com

Professional Background

Managing Partner

Federal Appraisal & Consulting LLC, New Jersey

Since 2001

General Appraisal and Advisory Qualifications

Mr. Pomykacz specializes in complex, non-traditional appraisal and advisory services, nationally and internationally for accountants, attorneys, the capital markets, corporations and governments concerning development, acquisitions & dispositions, financing, investor reporting, litigation, tax & audit issues, and asset management. Mr. Pomykacz has over 28 years experience in real estate and business appraisal and advisory services. He has worked on numerous asset and property types including closely held and public companies, infrastructure, power plants, utilities, corporate and investment real estate, vacant land, and special purpose properties. Mark has participated in arbitrations, judicial, and condemnation proceedings. Mark has written special purpose and consulting reports, appraisals, market and feasibility studies. His work is used by many Fortune 1,000 companies, Wall Street banking firms, accounting and law firms, and various government agencies.

Power & Infrastructure Analysis and Valuation Qualifications

Over the last ten years, Mr. Pomykacz has developed an expertise in the appraisal of electricity generation assets and other infrastructure assets. His power appraisals include nuclear, fossil fuel-fired, hydro, wind, geo-thermal, solar and bio-mass and bio-gas, other types of power generation facilities in locations around the U.S. and the world. His other infrastructure appraisals include telecommunications assets, water and sewer assets, railroads, racetracks and petroleum, bio-diesel and ethanol refineries, and transmission assets around the U.S. His infrastructure appraisal and advisory services have been used by governments, corporations, and lenders and investors for development, acquisition and disposition planning, financing, and tax and investor reporting. Mark has appraised and advised on more than 250 infrastructure assets. He regularly testifies to his power and infrastructure appraisals.

Senior Manager / Chief Appraiser - Eastern Sector

Deloitte & Touche LLP, New York, NY

5 years

Led multi-discipline professional consulting group, managing national portfolios of investment-grade properties, and real estate-secured assets. Provided real estate and business valuation consulting services including banking support, mergers & acquisitions due diligence, capital markets services, valuation services for tax and audit issues, litigation support, appraisals, and other consulting services. Clients included many Fortune 1,000 companies, REITs, Wall Street banking firms, and law firms. Also provided real estate asset and investment management consulting, and property tax appeals and management. Developed new business and business lines for the group.

Vice President, Consultant and Appraiser

Jerome Haims Realty, Inc., New York, NY

5 years

Consulted and appraised on various property types including: office buildings; shopping malls; industrial, factory, warehouse, loft, and manufacturing buildings; rental, cooperative, and condominium apartment buildings; mixed use buildings; special purpose properties; and vacant land for subdivision and for major urban redevelopment; partial interests, easements, right-of-ways and air rights. Wrote appraisal reports, market and feasibility studies, and reviewed appraisals written by others. Participated in arbitration, judicial, and condemnation proceedings and provided various consultation services including mortgage underwriting, litigation support, rent-buy and pricing decisions, construction feasibility, and asset management.

Brandy Forbes, AICP, PP

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Senior Real Estate Manager and Chief Appraiser

NYC Economic Development Corp. &

NYC Department of Real Property, New York, NY

3 years

Consulted and appraised on various property types for various city redevelopment projects, condemnation, public trusts, and tax incentive programs. Wrote appraisal, conducted market and feasibility studies, managed appraisal contractors, and reviewed appraisals. Provided asset management to projects with an aggregate value in excess of \$2 billion.

Office Manager, Appraiser

United Evaluators, Morristown, NJ

2 years

Managed a branch office with staff of 6 professional appraisers.

Professional Affiliations & Activities

MAI, Member of the Appraisal Institute

Leader in the Appraisal Institute Community:

Member of the Board of Directors, National, 2002, 2004 – 2006

President, Metropolitan New York Chapter, 2005

Chair, Regional Committee, Region VI, 2006

Officer, Metropolitan New York Chapter, 2001 – 2005

Regional Director, Region VI, 2002, 2004 – 2006

Member of Board of Directors, Metropolitan New York Chapter, 1998 - 2006

International Relations Committee Member, National, 1997 - 2005

Strategic Planning Committee, National, 2005 - 2006

Education Chair, Metropolitan New York Chapter, 1999

MRICS, Member of the Royal Institute of Chartered Surveyors

Licenses, State Certified General Real Estate Appraiser

State of:	Number:
New Jersey	42RG00144500
New York	46000000871
Maryland	10807
Connecticut	RCG.0001048
Illinois	553.001871
Pennsylvania	GA001700R
California	AG043987
Michigan	1201069583
Massachusetts	103483
Florida	RZ3225
Washington	101976
New Hampshire	NHCG-853
Virginia	4001017013
Georgia	358368
Utah	9137815-CG00
Washington D.C.	GA12107

Education Background

Bachelor of Arts

Political Science

Brandy Forbes, AICP, PP

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Regarding Block 30, Lot 7 (the "Jefferson Street School"), and Block 81, Lot 3.01 Unit B ("Phase IV Land"), Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land")

Rutgers University, New Brunswick, New Jersey

Appraisal Institute

Completed all courses and examinations required to obtain and maintain the MAI designation.

Royal Institution of Chartered Surveyors

Completed all courses and examinations, or equivalents, required to obtain and maintain the MRICS designation.

Institute for Professionals in Taxation

Completed all courses and examinations required to obtain the CMI designation. Mr. Pomykacz was granted the CMI designation. Due to a lack of need, Mr. Pomykacz no longer remains a dues paying member of IPT.

Instructorships & Speaking Engagements

University/Institutional Lectures/Presentations

Mr. Pomykacz taught "Income Capitalization Theory and Techniques" (AKA Course #310), and "Uniform Standards of Professional Appraisal Practice (AKA USPAP), Part A". These courses are required for designation from the Appraisal Institute and for state licensing and certification, and were offered at the following institutions.

Adjunct Assistant Professor, New York University

Instructor, Baruch College, CUNY, The Newman Real Estate Institute

Qualified Appraisal Institute Instructor, Appraisal Institute

Mr. Pomykacz also has lectured at Appraisal Institute seminars.

Business Lectures/Presentations

Mr. Pomykacz also regularly speaks at various accounting, assessor and other professional seminars and conferences. Several presentations follow.

New Jersey State Bar Association Annual Conference

Borgata Decision! Appraisal Implications

Atlantic City, NJ, 2014

PEI Infrastructure Investor: New York

Managing Infrastructure Assets: In a Post-Cheap Deb World

New York, NY, 2009

Power & Electricity World: Latin America Conference

Creating and Measuring Value: A Power Plant Development

Coral Gables Florida, 2009

Corpbanca Seminar Invitation

Fair Value Appraisal for the Real Estate Industry in Chile

Santiago, Chile, 2008

The Pan Pacific Valuation Conference

The Effects of Deregulation/Privatization on the Selection of Valuation Methodology

23rd Pan Pacific Valuation Conference,

San Francisco, 2006

Baruch College (CUNY),

"Exuberant Bubble" or "Fundamentally Sound": Where are Real Estate Prices Going?

New York, September, 2005

Brandy Forbes, AICP, PP

Community Development Director

RE: Proposal/Engagement to Provide Consulting and Appraisal Services
Regarding Block 30, Lot 7 (the "Jefferson Street School"), and Block 81, Lot 3.01 Unit B ("Phase IV Land"),
Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land")

The Center for Business Intelligence, now Platts, a division of McGraw-Hill
Valuing Generation Assets – Employing Effective Due Diligence
Power Asset Mergers and Acquisitions Conference, 2004

Methodologies for Portfolio Valuation of Power Plant Assets
6th Annual Electric Asset Valuation Conference, 2004

Sophisticated Valuation Techniques – Theory and Practice
5th Annual Electric Asset Valuation Conference, 2003

The International Association of Assessing Officers (IAAO)
Reconciling the Reconciliation, Power Plants and Utilities
IAAO Public Utility Section, Charleston, 2006

Recognizing & Separating Real Property, Personal Property, and Intangible Values in Common Indications of Value
IAAO Public Utility Section, Milwaukee, 2006

Cell Towers and Telecommunications Property
IAAO Legal Update, San Francisco, 2006

Valuing Complex Properties, Power Plants
IAAO Public Utility Section, Boston, 2004

Preparation and Trial Seminar (Mock Trial)
IAAO, Las Vegas, May, 2007

Preparing for the Big One – The Trial of a \$1 Billion Case; How a Complex Case Illustrates Basic Principles of Valuation and Trial Practice
CAAO 14th Fall Symposium, 2008

The Wichita State University Annual Conference on the Appraisal for Ad Valorem Taxation of Communications, Energy and Transportation Properties

Preparing for the Big One – The Trial of a \$1 Billion Case; How a Complex Case Illustrates Basic Principles of Valuation and Trial Practice
37th Annual Conference, 2007

Rate Basics – Back to the Basics for Experts, Finding a Common Language
40th Annual Conference, 2010

Rutgers University, Office of Continuing Education
Brownfields: Emerging Issues, The Economics of Green
Rutgers University, New Brunswick, New Jersey, 2008

The Long Island Society of Certified Public Accountants
Understanding Key Appraisal Concepts: Methodologies and Procedures, and Capitalization Rates
Real Estate Committee, October, 2005

The Society of Professional Assessors

Borgata Decision - Separating Real, Personal and Intangible Property
Hasbrouck Heights, NJ, April, 2014

A Case Study in Complex Litigation: Wheelabrator v City of Bridgeport

Brandy Forbes, AICP, PP

Community Development Director

RE: Proposal/Engagement to Provide Consulting and Appraisal Services
Regarding Block 30, Lot 7 (the "Jefferson Street School"), and Block 81, Lot 3.01 Unit B ("Phase IV Land"),
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Haddam, CT, November, 2013

Appraising Complex Properties for Property Taxes: A Power Plant Case Study

Mystic, CT, October, 2005

How low can you go? Capitalization and Yield Rates Methodologies, Procedures, Market Cycle, and Current Issues

Rutherford, NJ, April, 2006

The Institute for Professionals in Taxation, IPT, Annual Property Tax Symposium

Valuation of Electric Generating Stations Owned by Independent Power Producers

Austin, Texas, November 2, 2010

Connecticut Association of Assessing Officers

The Appraisal and Assessment of Big Box and Large Owner-Occupied Properties

September, 2011

New Jersey County Tax Board Association

Appraising Solar Power Assets for Property Taxation

September, 2011

South Jersey Chapter of the Appraisal Institute

Appraising Solar Power Assets

September, 2011

Articles and Publications

"The Appraisal of Power Plants"

The Appraisal Journal, Summer 2014

"Options in Real Estate Valuation"

The Appraisal Journal, Summer 2013

Reviewer for the "Real Estate Valuation in Global Markets", Second Edition

The Appraisal Institute, 2010, ISBN 978-1-935328-12-4

"Defining and Supporting Entrepreneurial Profit and Incentive, and External Obsolescence"

The Appraisal Journal, Winter 2010

"Relationships between the Overall Property and Its Parts, and the Three Approaches to Value "

The Appraisal Journal, Winter 2009

"The Energy for Change: Building Our Alternative Energy Future"

Property World, Royal Institution of Chartered Surveyors, Winter 2009

"Corridor Valuation, the ATF Method, and Maximally Productive Uses, Recent Observations from the Rail Line"

Right of Way Journal, International Right of Way Association, September 2008

"Correcting Property Taxes on High-Value Properties"

Unpublished, July 2004

"A Generalized Analysis to Determine Three Unknowns; Value, Real Estate Taxes and Real Estate Tax Recoveries"

Assessment Journal, Summer 2003

"Property Taxes, A Silver Lining"

Brandy Forbes, AICP, PP

Community Development Director

RE: Proposal/Engagement to Provide Consulting and Appraisal Services
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Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land")

Energy Pulse, July 2003

"Considerations for Valuation and Litigation"

Deloitte & Touche Real Estate Newsletter, New York, April 2000

"Reducing Property Taxes in a Rising Market"

Real Estate New York, February 1998

Last revised October 15, 2014

Brandy Forbes, AICP, PP

Community Development Director

RE: Proposal/Engagement to Provide Consulting and Appraisal Services
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Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land")

APPRAISAL INFORMATION REQUEST

The following information is requested in order to complete the appraisal. Please forward the information as soon as it becomes available. This will allow us to amend the data request and to commence work as soon as possible.

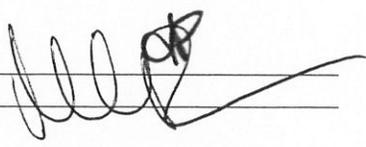
Contact Information

1. All persons holding needed information including name, title, company, telephone, facsimile, and e-mail address.

Subjects Background

1. General description of the facility and operations at the site, current and planned;
2. General description of the site;
3. Design and technical specifications of the facility, including a listing of manufacturers for major components;
4. Initial construction date of the facility;
5. Date of commencement of commercial operations for the facility;
6. Color photographs and aerial photographs of the facility;
7. Detailed list of any major capital improvements for the facility including historical costs and dates placed in service;
8. Site plan drawings, site utility plans and flow charts for the facility;
9. Any brochures, marketing and offering information that may relate to the facility;
10. Site surveys for the facility including the development sites;
11. Identification of boundaries (legal descriptions for the facility including the development sites);
12. Manufacturer's discussion of major equipment with respect to design characteristics and useful life;
13. Information regarding any construction work in progress and proposed future development projects (cost information, land surveys, design specifications, drawings, etc.);
14. Copies of operations and maintenance contracts (or abstracts thereof); such as water rights, supply, licenses, leases and permits;
15. Boundaries of transmission assets (interfaces);
16. Description and/or reports on environmental issues and/or surveys;
17. Annual reports, appraisal reports, engineering reports and business plans; and
18. Copies, or abstracts, of all regulatory filings or equivalent for the previous five years, that impact value, operations, performance, life expectancy, etc.
19. Latest property tax bill and assessment notices for the facility;
20. List of property tax exemptions, abatements and descriptions of property tax that is exempt or abated;
21. Description and/or organization chart depicting relevant ownership interests and entity relationships;
22. Descriptions and details on any offers, contracts, plans to sell or lease the facility;

INTRODUCED BY: _____
SECONDED BY: _____



**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION CONFIRMS AN EMERGENCY CONTRACT
AWARDED TO ARTESIAN DESIGN GROUP FOR ICE AND
SNOW REMOVAL DUE TO EXCESSIVE ICE AND SNOW
BUILDUP ON THE CITY'S RIGHTS OF WAY IN THE WAKE
OF THE SNOW EMERGENCIES DECLARED UNDER THE
STATE OF NEW JERSEY STATE OF EMERGENCY FOR
JANUARY 2016, IN AN AMOUNT NOT TO EXCEED \$84, 985.00
FOR GOODS TO BE PROVIDED IMMEDIATELY WITH
PAYMENT UPON CONFIRMATION OF THE CONTRACT BY
THE COUNCIL**

WHEREAS, the City of Hoboken was faced with an emergency situation which had the potential to create serious risks to the safety, health and welfare of the general public, specifically, the significant ice and snow buildup on public rights of way during the snow/ice emergency which occurred during the month of January 2016; and,

WHEREAS, the Administration consulted and negotiated with the single source vendor of snow and ice removal; and,

WHEREAS, in accordance with the direction of the City Business Administrator, the City Administration awarded an emergency contract to Artesian Design Group, Inc. for said services following the State of Emergency in January 2016, and the Council now seeks to ratify the award of the contract to Artesian Design Group, Inc. for a total contract amount of Eighty Four Thousand Nine Hundred Eighty Five Dollars (\$84,985.00), for services to be provided expeditiously upon authorization to proceed from the Business Administrator, with payments to be made thereafter upon proper compliance with the applicable emergency sections of the state statutes; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the emergency contract with the below listed vendor is authorized and ratified for an amount not to exceed Eighty Four Thousand Nine Hundred Eighty Five Dollars (\$84,985.00) as follows:

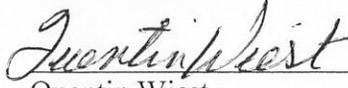
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached cost sheet shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. This resolution is for the services listed on the cost sheet, and shall not be for any continuous contracting with this contractor beyond what was done during the snow/ice emergency in January 2016.
6. 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:

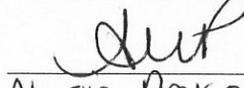
Artesian Design Group, Inc.
117 Peter Street
Union City, New Jersey 07087

Meeting date: April 20, 2016

APPROVED:


Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Alysia Proko, Esq.
Acting Corporation Counsel

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

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


APR 20 2016

CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION CONFIRMS AN EMERGENCY CONTRACT AWARDED TO ARTESIAN DESIGN GROUP FOR ICE AND SNOW REMOVAL DUE TO EXCESSIVE ICE AND SNOW BUILDUP ON THE CITY'S RIGHTS OF WAY IN THE WAKE OF THE SNOW EMERGENCIES DECLARED UNDER THE STATE OF NEW JERSEY STATE OF EMERGENCY FOR JANUARY 2016, IN AN AMOUNT NOT TO EXCEED \$84, 985.00 FOR GOODS TO BE PROVIDED IMMEDIATELY WITH PAYMENT UPON CONFIRMATION OF THE CONTRACT BY THE COUNCIL

AMOUNT TO BE CERTIFIED:

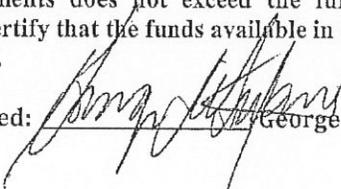
\$84, 985.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-26-291-040 - \$35,786.00,
6-01-26-291-042 - \$30,000.00,
6-01-26-291-044 - \$19,198.68
in the CY2016 temporary appropriations

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$84,985.00 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

ES ROADS
MUNICIPAL GARAGE
256 OBSERVER HWY
HOBOKEN, NJ 07030

16-01322

ORDER DATE: 04/04/16
REQUISITION NO: R6-01599
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR #: 2300

ARTESIAN DESIGN GROUP INC.
117 PETER STREET
UNION CITY, NJ 07087

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	SNOW PLOWING	6-01-26-291-040	35,786.3200	35,786.32
1.00/EA	SNOW PLOWING	6-01-26-291-042	30,000.0000	30,000.00
1.00/EA	SNOW PLOWING AND EQUIPMENT INVOICE DATE: 1/23/16 - 1/26/16	6-01-26-291-044	19,198.6800	19,198.68
			TOTAL	84,985.00

Artesian Design Group, Inc.

6111 Pallsade Avenue
 West New York, New Jersey
 201-683-9770
 Artesiandesign.us
 Sciarrajoseph@yahoo.com

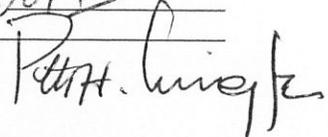
Service Provided (1) Snow Plowing
 Service Provided (2) Snow Removal And Equipment
 Invoice Date: 1/23/16 -1/26/16
 Bill To: City Of Hoboken
 Address: 94 Washington Street
 Hoboken, NJ 07307

Snow Removal/Plowing Equipment	Hours	Cost Per Hour	Amount
2500, HD, PU, 7.5FT Plow Gmc 1/23/16	12	225.00 \$	2,700.00
2500, HD, PU, 7. FT Plow Chevy 1/23/16	12	225.00 \$	2,700.00
F350, HD, PU 9FT Plow Ford 1/23/16	12	225.00 \$	2,700.00
Wrangler 6FT Plow Jeep 1/23/16	12	200.00 \$	2,400.00
Back Hoe 1/25/16-1/26/16	24	300.00 \$	7,200.00
25 Yard Tri Axle Truck (1) 1/25/16-1/26/16	32	300.00 \$	9,600.00
25 Yard Tri Axle Truck (2) 1/25/16-1/26/16	23	300.00 \$	6,900.00
25 Yard Tri Axle Truck (3) 1/25/16-1/26/16	21	300.00 \$	6,300.00
25 Yard Tri Axle Truck 4 1/25/16-1/26/16	21	300.00 \$	6,300.00
12.5 Yard Dump Truck 1/25/16-1/26/16	26	255.00 \$	6,630.00
Bob Cat (1) 1/25/16-1/26/16	32	235.00 \$	7,520.00
Bob Cat (2) 1/25/16-1/26/16	21	235.00 \$	4,935.00
Bob Cat (3) 1/25/16-1/26/16	20	235.00 \$	4,700.00
2500, HD, PU, 7.5FT Plow Gmc 1/25/16-1/26/16	32	225.00 \$	7,200.00
2500, HD, PU, 7. FT Plow Chevy 1/25/16-1/26/16	32	225.00 \$	7,200.00
Invoice Subtotal		\$	84,985.00
			0.00%
TOTAL			\$ 84,985.00

Make all checks payable to [Artesign Design Group]

Thank you for your business!

Introduced by: 

Seconded by: 

13

CITY OF HOBOKEN
RESOLUTION NO. :__

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH MASER CONSULTING AS PROFESSIONAL PLANNERS/ENGINEERS TO THE CITY OF HOBOKEN FOR THE POST OFFICE REDEVELOPMENT PLAN THAT COMMENCED MAY 22, 2014 TO REFLECT ADDITIONAL TRAFFIC AND PARKING ANALYSIS IN AN AMOUNT NOT TO EXCEED \$6,000.00, AS WELL AS AN EXTENSION OF THE CONTRACT EXPIRATION DATE FROM MAY 21, 2015 TO APRIL 20, 2017

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

WHEREAS, the City published RFP's for an annual pool of engineers in accordance with the Fair and Open Process which Maser Consulting responded to, and the City thereafter authorized Maser Consulting as a CY2016 City of Hoboken pool engineer by City Council resolution dated 1/20/16; and,

WHEREAS, the City now seeks to amend its contract with Maser Consulting for planning and consultation in an amount not to exceed \$6,000.00, for the POST OFFICE REDEVELOPMENT PLAN, in accordance with their March 28, 2016 proposal; and,

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

NOW THEREFORE, BE IT RESOLVED, that a contract with Maser Consulting for planning services be, and is hereby, amended, in an amount not to exceed \$6,000.00, for the POST OFFICE REDEVELOPMENT PLAN, in accordance with their March 28 2016 proposal, for a one year term to expire April 20, 2017; and

BE IT FURTHER RESOLVED, that the terms of the subsequent contract, this resolution, and Maser Consulting's March 28, 2016 proposal, the CY2016 RFP for Engineers, and Maser's response proposal to the City's CY2016 RFP for Engineers shall govern the contract, except that the "Business Terms" found on pages 6-8 of the March 28, 2016 proposal are hereby rejected, and the business and administrative terms of the City's CY2016 RFP for Engineers shall govern the administrative terms and conditions of this contract; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

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

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

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

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

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alycia Proko, Esq.
Alycia Proko
Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 20 2016

James J. Sarcina

CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT WITH MASER CONSULTING AS PROFESSIONAL PLANNERS TO THE CITY OF HOBOKEN FOR THE POST OFFICE REDEVELOPMENT PLAN THAT COMMENCED MAY 22, 2014 TO REFLECT ADDITIONAL TRAFFIC AND PARKING ANALYSIS IN AN AMOUNT NOT TO EXCEED \$6,000.00, AS WELL AS AN EXTENSION OF THE CONTRACT EXPIRATION DATE FROM MAY 21, 2015 TO APRIL 20, 2017

AMOUNT TO BE CERTIFIED:

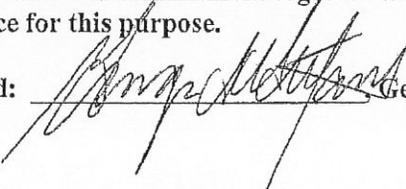
\$6,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-01-21-181-036 in the CY2016 temporary appropriations

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$6,000.00 is available in the following appropriations: 6-01-21-181-036 in the CY2016 temporary appropriations; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed:  George DeStefano, CFO

Batch Id: GDS Batch Date: 04/19/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-21-181-036 Professional Services - Redevelopment	Encumbrance	CFO Cert for Meeting 04/20/2016 Maser	6,000.00	1

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

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	6,000.00
Total:	1	6,000.00

There are NO errors in this listing.

	Updated Entries	Updated Amount		
Reimbursements:	0	0.00		
Expenditures:	0	0.00		
Transfer In:	0	0.00		
Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	1	6,000.00		

Batch: GDS Updated Entries: 1 Updated Amount: 6,000.00 Ref Num: 4082



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

March 28, 2016

VIA E-MAIL
bforbes@hobokennj.gov

Ms. Brandy Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Professional Traffic Services
Traffic Planning for Proposed Post Office Redevelopment Site
City of Hoboken, Hudson County, New Jersey
MC Proposal No. 14000725H

Attn: Christopher A. Brown, P.P., AICP, LEED-GA

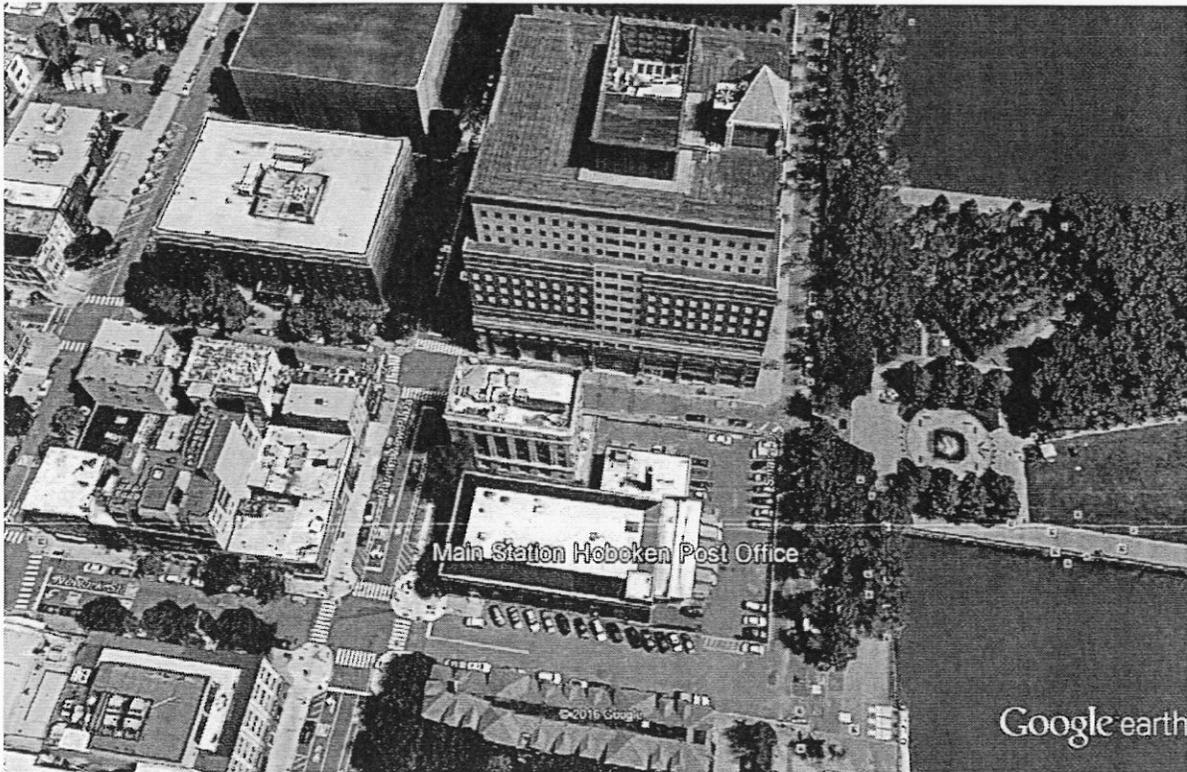
Dear Ms. Forbes,

Maser Consulting P.A. is pleased to submit this proposal to provide professional traffic planning services for the evaluation of the existing Post Office Site, 89 River Street and analysis of the existing W Hoboken Hotel, 225 River St, Hoboken, NJ in the City of Hoboken, Hudson County, New Jersey. The purpose of this study is to form a good understanding of the needs of the existing main postal facility at 89 River Street. This will allow us to provide valuable direction to the city in providing the necessary accommodation for parking and circulation in the future should the facility be reconfigured. The study of the W Hoboken is to determine how much parking is needed for a Hotel of this size and type as well as observe the pedestrian and traffic circulation to better predict what will be needed for hotels in the city.

This proposal is divided into four sections as follows:

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

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



Main postal facility at 89 River Street



W Hoboken Hotel, 225 River Street



SECTION I – SCOPE OF SERVICES

Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 TRAFFIC AND PARKING ANALYSIS

1. **Field Investigation.** Maser Consulting P.A. will conduct a field inspection to obtain an inventory of existing roadway geometries, traffic control operations, signage, lane markings, locations and geometry of adjacent driveways, existing sight restrictions and to observe the daily operations of the roadway system and existing traffic patterns in the area immediately adjacent to the post office site.
2. **Pedestrian Count:** As part of this evaluation we shall conduct pedestrian counts (and bicycle) on Newark Street from 6AM to 9 AM. Also we shall observe the post office operation during this time to ascertain more detailed information regarding their operation.
3. **Locations of Driveways.** The operation of the driveways will be assessed as it relates to other driveways and streets. Offset or proximity to other traffic generators will be evaluated. (Post office only)
4. **Parking.**

PARKING ACCUMULATION STUDY (Post Office)

In an effort to understand the needs of the post office facility, Maser Consulting P.A. will conduct a Parking Accumulation Study to determine the parking generation associated with the existing Post Office. Our office will conduct parking accumulation counts to determine the parking generation rates of the existing Post Office as well as a break-out of parking generation of the associated parking field proximate to the existing Newark Street. Specifically, our office will conduct an initial parking accumulation counts and traffic observations on a typical weekday for a total of 10 hours between the hours of 4 AM to 12 Midnight.

PARKING COUNT STUDY (W Hoboken)

In efforts to understand the needs of a typical Hotel in Hoboken, Maser Consulting P.A. will conduct a Parking Study to determine the parking generation associated with the existing W Hoboken. Our office will conduct parking counts to determine the approximate parking need of the existing W. Specifically, our office will conduct parking counts and traffic observations on a typical weekday; we shall perform a count at 2AM, 7PM, during a typical weekday and 1PM on a Saturday.



5. **Existing Safety and Operational Problems.** Our engineers will contact local officials to determine if there is any safety or operational issues that will need to be addressed during the local review process.

A technical memorandum will be prepared which will provide guidance to the city on site circulation and geometry, parking, driveway accesses, and traffic conditions along the adjacent roadways, if these uses are considered in a redevelopment plan.

Lump Sum Fee **\$5,000.00**

PHASE 4.0 MEETINGS/HEARINGS/ADDITIONAL SERVICES

Meetings requested by you will be billed at our standard rates as outlined in our Business Terms and Conditions. Attendance at Planning/Zoning Board meetings and other public meetings where expert testimony is required will be billed separately at the rate specified below per meeting, per professional. Attendance at agency and project coordination meetings will be billed in accordance with the Schedule of Hourly Rates in effect at the time the meetings are held. Renderings, exhibits, and meeting preparation time will be billed on an hourly basis.

For this project we are anticipating a meeting with post office officials and 1 project team meetings (not with council members or public).

Phase 4.0 Fee **As Specified / Hourly Est \$1,000.00**
If we should require additional over the \$1,000 for meetings we shall notify you and obtain written approval to exceed this amount.



SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0	TRAFFIC ANALYSIS	
PHASE 2.0	PARKING ACCUMULATION STUDY (Post Office)	
PHASE 3.0	PARKING ACCUMULATION STUDY (W Hoboken)	
PHASE 4.0	MEETINGS/HEARINGS/ADDITIONAL SERVICES	
	- Planning/Zoning Board Meetings	SPECIFIED FEE
	\$850.00/meeting/Principal or Department Manager	
	\$750.00/meeting/each other Professional	
	- Agency/Coordination Meetings	HOURLY
	- Exhibits/Renderings/Meeting Preparation	HOURLY

ESTIMATED PROJECT COST \$ 5,000.00
(Not including meetings)

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting's Business Terms and Conditions contained in Section II of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION III – 2016 RATE SCHEDULE

**CITY OF HOBOKEN, HUDSON COUNTY, NJ
 RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2016**

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

Engineering Services

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

Other Technical Services

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Technical Director	160.00
Project Manager	155.00
Senior Project Specialist	150.00
Senior Technical Professional	145.00
Project Specialist	140.00
Senior Technical Specialist	135.00
Technical Professional	130.00
Senior Specialist	125.00
Technical Specialist	115.00
Specialist	105.00
Senior Data Technician	95.00
Senior Technical Assistant	85.00
Technical Assistant	75.00
Data Technician	65.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man	170.00
Expert	225.00
Sr. LSRP	210.00
LSRP	180.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 20%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	3.50/Each
Computer Mylars / Color Plots	45.00/Each
Photo Copies	0.10/Each
Color Photo Copies	1.50/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%

* Mileage reimbursement subject to change based upon IRS standard mileage rate



SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office.** Invoices are due within 30 days. This proposal is valid until April 18, 2016

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'John J. Jahr', written over a horizontal line.

John J. Jahr, PTP, TSOS
Sr. Associate

JJJ/LL/meb

cc: Stephen D. Marks, Assistant Business Administrator (via email smarks@hobokennj.org)
David Roberts, PP, Maser Consulting (via e-mail)
Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

Introduced by: _____
Seconded by: _____

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

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MILLENIUM STRATEGIES AS GRANT WRITING SERVICE PROVIDER TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2016 AND EXPIRE DECEMBER 31, 2016 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$40,000.00

WHEREAS, service to the City for Grant Writing Services is subject to the competitive contracting process, which the City was authorized to utilize, to exempt the contract from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published a Request for Proposals for the Grant Writing Services for CY2016 in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Millennium Strategies responded to; and,

WHEREAS, the evaluation committee has determined that Millennium Strategies offers the best option of all the proposals submitted, cost and other factors considered, and therefore advises a contract be entered into with the vendor; and,

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

NOW THEREFORE, BE IT RESOLVED, that a contract with Millennium Strategies to represent the City as Grant Writers be awarded, for a term to commence January 1, 2016 and expire December 31, 2016, for a total not to exceed amount of Forty Thousand Dollars (\$40,000.00); and

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written notice to the City when its invoicing reaches 80% of the not to exceed amount, if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

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

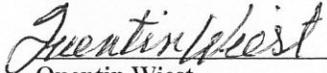
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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

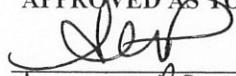
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: April 20, 2016

APPROVED:

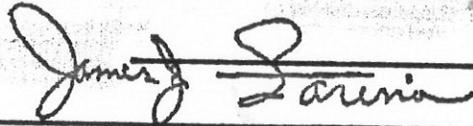

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Alysia Proko, Esq.
Acting Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 20 2016



CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MILLENIUM STRATEGIES AS GRANT WRITING SERVICE PROVIDER TO THE CITY OF HOBOKEN TO COMMENCE JANUARY 1, 2016 AND EXPIRE DECEMBER 31, 2016 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$40,000.00

AMOUNT TO BE CERTIFIED:

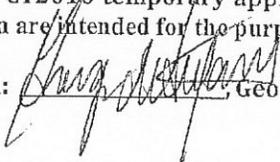
\$40,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

\$25,000.00 IN THE CY2016 TEMPORARY APPROPRIATION 6-01-20-116-020, with \$15,000.00 to be certified from the same account upon adoption of the CY2016 budget.

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$25,000.00 is available in the following appropriation 6-01-20-116-020 in the CY2016 temporary appropriation, with the remaining \$15,000.00 to be subject to proper appropriation, and for which I agree to certify from the same account immediately upon adoption of the CY2016 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 temporary appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

Batch Id: GDS Batch Date: 04/20/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-20-116-021 Office Supplies/GRANT MGMT OE	Encumbrance	CFO Cert for meeting 04/20/2016 Milleniu	25,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	25,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	25,000.00

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

There are NO errors in this listing.

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

Batch: GDS Updated Entries: 1 Updated Amount: 25,000.00 Ref Num: 4087



MILLENNIUM STRATEGIES

April 11, 2016

Mr. Stephen D. Marks
Municipal Manager
City of Hoboken
94 Washington Avenue
Hoboken, New Jersey 07030

Re: Proposal for 2016 Grant Writing Services

Dear Mr. Marks:

Millennium Strategies is pleased to present this proposal for Grant Writing Services to the City of Hoboken. The proposed contract term is January 1, 2016 thru December 31, 2016. We have been proud to serve the City in this capacity since 2010. Our work has helped advance some of the City's top priorities including long-term flood mitigation planning, parks and open space construction, improving public safety at transportation terminals, enhancing transportation infrastructure, and preserving historic structures. During our tenure we have secured a total of \$2,579,530 for the City of Hoboken. Some examples of our success during 2014-2015 include:

- NJEDA Streetscape Revitalization Program \$919,373
- NJDOT Transportation Alternatives Program Grant \$530,000
- NJDOT Municipal Aid \$457,030
- NFWF Hurricane Sandy Coastal Resiliency \$250,000
- TD Green Streets \$20,000
- NJTPA Planning for Emerging Centers Program /
Complete Streets Design and Implementation Plan Planning Assistance

Celebrating our 10th Anniversary, Millennium Strategies is the largest full service grants consulting firm in the region. We currently represent 65 municipalities, counties and non-profits in New Jersey, New York, Pennsylvania and Delaware. Since our inception, Millennium Strategies has procured over \$140 million in both public and private grant funding. In 2015 alone, Millennium's clients were awarded \$39,859,749 in grant funding.

Our innovative research skills and extensive experience at all levels of government sets us apart from other grant writing firms. This is demonstrated by our proven track record of success with grants at the federal, state, and local level, as well as grants from private and non-profit entities. Also, we aggressively seek out new grants that allow our clients to reach their goals. If selected, Millennium Strategies would build on the knowledge we have gained of the City of Hoboken and the close working relationship we have established with its representatives to preserve and enhance the qualities that make it such a sought after community.

Millennium Strategies proposes to continue to provide complete Grant Writing Services to the City of Hoboken. These services will include, but may not be limited to the following:

- Notification of all available governmental and non-governmental funding opportunities -- You will receive detailed memoranda of potential funding opportunities that include an explanation of what Millennium will do and what your responsibilities are in order to complete the grant application and produce the best possible product for submission;
- Research, preparation, submission and all appropriate follow up, including appropriate legislative support, for all available governmental and non-governmental funding applications;
- Representation, on your behalf, with all appropriate legislative and governmental officials and their offices pertaining to grant and funding procurement services that Millennium undertakes. This includes, but is not limited to, other subjective funding opportunities;
- Attendance at designated meetings, as requested, with 48 hour notice.

Millennium Strategies proposes to continue providing all of the services listed above for a yearly retainer of \$40,000 billed in 12 equal monthly payments. In addition, Millennium proposes a rate of \$150 per hour to provide services listed above on an individual basis. Our retainer fees include all travel time and expenses as well as attendance at all meetings. There are no hidden costs associated with our fee structure and our contract provides for a mutual 14-day opt out. Millennium Strategies, LLC has no judgments against it, pending litigation, is not now nor ever has been involved in bankruptcy or reorganization proceedings, and has never operated under another name.

If given the privilege of continuing to serve, in addition to my services, Chris Sprague will remain as the Grants Manager assigned to the City of Hoboken. A firm overview is attached as well as our business information and insurance certification. If you require any more information from us please do not hesitate to ask.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ed Farmer', with a long, sweeping horizontal stroke extending to the right.

Ed Farmer
President & CEO

Sponsored By: _____
Seconded By: _____

CITY OF HOBOKEN
RESOLUTION #: _____

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

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

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

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

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

- Online Auction Site: www.govdeals.com
- Start Date: (see Schedule A)
- End Date: (see Schedule A)
- Auction Fees: 7.5% of the winning bid amount, paid through proceeds of the sale.
- Shipping: All shipping arrangements and shipping costs are the responsibility of the buyer. Item pickup on location: Municipal Garage, 256 Observer Hwy, Hoboken, New Jersey 07030.
- Possession: Within ten (10) business days (excluding holidays) of winning bid and at pickup location.
- Other Terms: All items are being sold "as is, where is; no warranties expressed or implied."
Payment by the bidder must be submitted to the City of Hoboken within five (5) business days (excluding holidays) of winning the bid. Pickup of items auctioned must be made within ten (10) business days (excluding holidays) of winning bid unless other arrangements have been made prior.
- Minimum Bid: The minimum bid/reserve is listed in Schedule A for each of the items to be auctioned.

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

Meeting date: April 20, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Quentin Wiest
Business Administrator

Alysia Proko
Alysia Proko, Esq.
Acting Corporation Counsel

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

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	/				

James J. Sarcina
CITY CLERK

APR 20 2016

Introduced by: [Signature]
 Seconded by: [Signature] 16

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

**RESOLUTION TO REFUND SEASONAL MOBILE FOOD VENDOR HEALTH DEPARTMENT LICENSE FEE TO
 APPLICANT
 THE ANGRY CRAB IN THE AMOUNT OF \$300.00**

WHEREAS, the Health Department has requested the reimbursement of a previously submitted \$300.00 license fee for a seasonal mobile food vendor health department license.

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

NAME	ADDRESS	AMOUNT
The Angry Crab	2 Hope Street Jersey City NJ 07307	\$300.00

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

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

Meeting date: April 20, 2016

APPROVED:
[Signature]
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:
[Signature]
 AUSIA PROKO, Esq.
 Acting Corporation Counsel

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

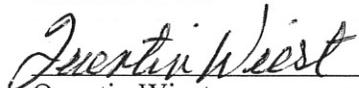
**A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: APR 20 2016**

[Signature]
 CITY CLERK

- C. The contract shall be in accordance with the terms of the specifications and the vendor's corresponding bid proposal documents. The City accepts the following exceptions; PETZL Nomex Kevlar deployment bag will be provided free of charge as part of the system.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), 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.

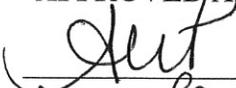
Meeting date: April 20, 2016

APPROVED:



 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:

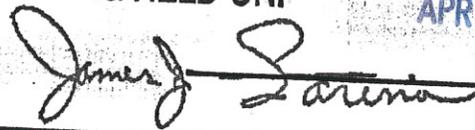


 Alusia Poko, Esq.
 Acting Corporation Counsel

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

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

APR 20 2016



CITY CLERK

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO FIRST DUE TRAINING AND SAFETY CONSULTANTS FOR THE PROVISIONS OF PETZL PERSONAL SAFETY ESCAPE SYSTEM (2016 MODEL OR BETTER) AND GEMTOR MODEL 541NYCL CLASS 2 HARNESS (2016 MODEL OR BETTER) PROVIDER FOR THE HOBOKEN FIRE DEPARTMENT IN ACCORDANCE WITH THE CITY'S BID NO. 16-12 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$74,716.08

AMOUNT TO BE CERTIFIED:

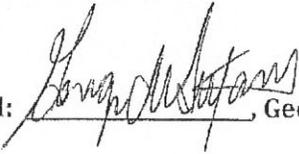
\$74,716.08

ACCOUNT NUMBER TO CERTIFY FROM:

\$65,257.00 FROM G-02-25-115-012 IN THE CY2016 TEMPORARY APPROPRIATIONS
\$3,900.00 FROM 6-01-25-266-035 IN THE CY2016 TEMPORARY APPROPRIATIONS
AND
\$5,559.089 FROM 6-01-25-252-035 IN THE CY2016 TEMPORARY APPROPRIATIONS

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$74,716.08 is available in the following appropriation: \$65,257.00 FROM G-02-25-115-012 IN THE CY2016 TEMPORARY APPROPRIATIONS, \$3,900.00 FROM 6-01-25-266-035 IN THE CY2016 TEMPORARY APPROPRIATIONS, AND \$5,559.089 FROM 6-01-25-252-035 IN THE CY2016 TEMPORARY APPROPRIATIONS; 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

Batch Id: GDS Batch Date: 04/20/16 Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
G-02-25-115-012 FEMA Assistance FF CY2015	Encumbrance	CFO Cert for meeting 04/20/2016 Petz1	65,257.00	1
6-01-25-266-035 EDUCATION & TRAINING-Fire Dept	Encumbrance	CFO Cert for meeting 04/20/2016 Petz1	3,900.00	2
6-01-25-252-035 Training-OEM	Encumbrance	CFO Cert for meeting 04/20/2016 Petz1	5,559.08	3

WARNING: This account would have a negative balance: 6-01-25-252-035. balance would be: 5,559.08-.

WARNING: This account would have a negative balance: 6-01-25-266-035. balance would be: 9,737.15-.

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	6-01	0.00	0.00	0.00	0.00	0.00	9,459.08
GRANT FUND	6-02	0.00	0.00	0.00	0.00	0.00	65,257.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	74,716.08

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	3	74,716.08
Total:	3	74,716.08

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

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	3	74,716.08			
Batch: GDS	Updated Entries:	3	Updated Amount:	74,716.08	Ref Num: 4086

Budget Account Maintenance

Account:
 Desc:
 Cap Flag:

Accr Type:
 Chk Acct:

Fund Type:
 Class Id:
 Class Id 2:

Activity Misc G/L Accounts Adopted Budget Detail

	Activity To Date:	Budgeted:	Expended:	Current Period:
Encumber:	47,134.29	95,901.28	Expended: .00	
Expended:	41,539.48	Balance: 6,894.51	Trans-In: .00	
Trans-In:	.00	YTD Requested: 2,941.85	Trans-Out: .00	
Trans-Out:	.00	Requested Balance: 3,952.66	Reimburse: .00	
Reimburse:	-253.00			
Cancel:	.00			

Budget Account Maintenance

Account: **6-01-25-252-020** Desc: **OPERATING** Cap Flag:

Add Type: Control ChkAcct: **OPERATING**

Fund Type: Budget Class Id: Class Id 2:

Misc GL Accounts Adopted Budget Detail

Activity	Misc	GL Accounts	Adopted Budget Detail	Budgeted	Expended	Current Period
Encumber			Activity To Date:	15,512.50	-00	-00
Expended			Balance:	13,563.63	-00	-00
Trans-In			Trans-In:		-00	-00
Trans-Out			Trans-Out:		-00	-00
Reimburse			YTD Requested:			
Cancel			Requested Balance:	13,563.63		

Control Account - No. of Sub-Accounts: 12

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: April 13, 2016
To: Quentin Wiest, Business Administrator
Corporation Counsel
From: AL B. Dineros

**Subject: Resolution to Award the Contract to Purchase PETZL
Personal Safety Escape System for Fire Department IAW City's Bid
NO. 16 - 12**

Four (4) sealed bid out of six (6) vendors receiving bid packages was received and opened at City Hall on April 13, 2016.

I reviewed the submitted bid documentations and found no discrepancy in accordance with the published instructions to bidders.

Request a resolution to award the contract to the lowest responsive and responsible bidder, the total bid price is \$74,716.08 for subject equipment. The vendor will be:

First Due Training and Safety Consultants
301 South Street, Brielle, NJ 08730

Certification of funds: G-02-25-115-012 - \$74,716.08

Bid Proposal (2 pages)

Bid Number: 16 – 12
PETZL Hands Free Personal Safety/Escape System (2016 Model or Better)
and
Gemtor Model 541NYCL Class 2 Harness (2016 Model or Better)

The undersigned proposes to furnish and deliver the goods/services pursuant to the bid specifications and made part hereof:

A. Base Bid:

QTY	Description	Unit Price	Extended Price
112 EA	PETZL Escape System	\$ 369.99	\$ 41,438.88
112 EA	Gemtor 541NYCL Harness (Class 2)	\$ 194.45	\$ 21,621.60
112 EA	Morning Pride Hip Bag	***Exception	***Exception

B. Alternate Bid A:

100 EA	PETZL EXO End User Training	\$ 94.99	\$ 9,499.00
--------	-----------------------------	----------	-------------

C. Alternate Bid B:

12 EA	Train the Trainer Training	\$ 166.65	\$ 1,999.80
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Total Bid Price (A. + B. + C.) \$ 74,559.28

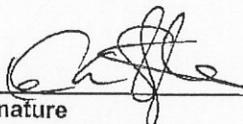
Seventy Four Thousand Five Hundred Fifty Nine Dollars and Twenty Eight Cents

(Total Bid price in Words)

Estimated Delivery Date after receipt of purchase order: 60 days

NOTE: The City reserves the right at its sole discretion to purchase additional quantity of up to 60, at the above listed unit price, with the price remaining firm for a period of six (6) months from delivery of the original amount. Thereafter, the City shall have the right to purchase additional quantity of up to 10% of the total amount purchased (112 plus any additional over the first six (6) months from delivery) at a rate agreed to by both parties.

We the undersigned propose to furnish and deliver the above item pursuant to the bid specification and made part Hereof:

 _____ Signature	April 13, 2016 _____ Date
Kevin M. Fitzhenry _____ Print Name	Manager _____ Title/Position
First Due Training & Safety Consultants, LLC _____ Bidder/Company	
301 South Street, Brielle, NJ 08730 _____ Company Address	
718.702.9140 _____ Telephone #	866.903.7519 _____ Fax #
info@fdtsc.com _____ Email Address	

Note: The above individual must be authorized to sign on behalf of company submitting bid proposal.

INTRODUCED BY: _____
SECONDED BY: _____

18

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION EXTENDING THE PROFESSIONAL SERVICE
CONTRACT WITH SHIRLEY BISHOP FOR CITY
AFFORDABLE HOUSING PLANNER WITH NO INCREASE IN
THE NOT TO EXCEED AMOUNT FOR A ONE YEAR TERM
EXTENSION TO EXPIRE MAY 6, 2017**

WHEREAS, the City of Hoboken published RFP's for Affordable Housing Planner, and related services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration thereafter determined that Shirley Bishop could provide the City with the most effective and efficient Affordable Housing Planning services for the 2015 calendar year, and the City now wishes to continue said services for one additional year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to extend the contract to Shirley Bishop for the City's Affordable Housing Planning services through May 6, 2017, with no change in the not to exceed amount; and,

WHEREAS, certification of funds is not required for this resolution.

NOW, THEREFORE, BE IT RESOLVED, (a majority of the full Council concurring in the affirmative) by the City Council of the City of Hoboken that the contract with the below listed vendor is extended with no change in the not to exceed amount for one (1) year to terminate May 6, 2017, for services as Affordable Housing Planner, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and Shirley Bishop's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. The Administration shall be entitled, under this award, to utilize the firm on an as needed basis, for any projects which require Affordable Housing planning assistance. This award is not project based, and the contract amounts hereunder are a retainer only, and no actual amount of work is suggested or implied.
4. 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.
5. 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.
6. 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:

Shirley M. Bishop, P.P., LLC
100 Overlook Center, Floor 2
Princeton, NJ 08540

Meeting date: April 20, 2016

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alycia Proko
Alycia Proko, Esq.
Acting Corporation Counsel

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 20 2016

James J. Sarina
CITY CLERK

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

**AUTHORIZING THE CITY OF HOBOKEN TO ACCEPT AND QUALIFY
RESPONSES TO ISSUED REQUEST FOR QUALIFICATIONS FOR GRANT
WRITING CONSULTING SERVICE PROFESSIONALS FROM JANUARY 1,
2016 THROUGH DECEMBER 31, 2016**

WHEREAS, it is necessary for the City of Hoboken to engage, from time-to-time, the services of a qualified firm and/or professional to provide Professional Services as GRANT WRITING CONSULTING SERVICE PROFESSIONALS; and,

WHEREAS, N.J.S.A. 19:44A-20.1 et seq., commonly known as the State “Pay to Play” Law took effect on January 1, 2006; and,

WHEREAS, the City has fully complied with the “fair and open” process set forth under N.J.S.A. 19:44A-20.1 et. seq., by issuing a competitive contracting Request for Qualifications for GRANT WRITING CONSULTING SERVICE PROFESSIONALS for CY2016; and,

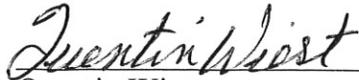
WHEREAS, the City’s review team has determined that the below listed respondents to the competitive contracting RFQ provide the city with the best options for efficient and effective GRANT WRITING CONSULTING SERVICES during CY2016, and are each qualified to be considered by the City Administration, if and when the Administration finds it necessary, to engage the services of such respondent;

NOW, THEREFORE, BE IT RESOLVED by the City of Hoboken that the below listed respondents be and are hereby deemed qualified to be contracted as GRANT WRITING CONSULTING SERVICE PROFESSIONALS for the City, as necessary when determined by the Administration, during the January 1, 2016 through December 31, 2016 period:

1. Millennium Strategies:
2. Community Grants, Planning & Housing:
3. Greener By Design:
4. Bruno Associates Inc.:
5. The Ferguson Group LLC:

Meeting date: April 20, 2016

APPROVED:



Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

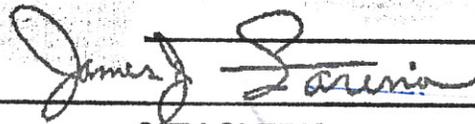


Alysia M. Proko, Esq.
Interim Corporation Counsel

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	/			

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

APR 20 2016



CITY CLERK

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION No. _____

**RESOLUTION AUTHORIZING THE CLOSURE OF A BANK ACCOUNT
AT THE RECOMMENDATION OF THE DEPARTMENT OF REVENUE
AND FINANCE**

WHEREAS, The Department of Revenue and Finance of the City of Hoboken has recommended the closure of the following Bank Account which is dormant:

City of Hoboken Municipal Court #2059900810

NOW, THEREFORE, BE IT RESOLVED, that the Department of Revenue & Finance be and is hereby authorized to close the aforementioned bank account and to execute any and all documents necessary for the closure of said accounts; and be it further

RESOLVED, that Investors Bank, which administers the account noted above, shall be furnished with a certified copy of this resolution.

MEETING: April 20, 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	/			

REVIEWED BY:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Amya Proko

Amya Proko, Esq.
Acting Corporate Counsel



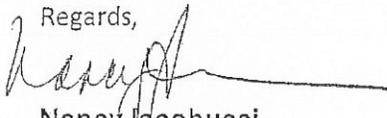
April 1, 2016

Municipal Court of Hoboken
100 Newark Street
Hoboken NJ 07030
Att: Kerri Azzoline
Court Administrator

Dear Kerri,

Please accept this letter as confirmation that account #2059900810 has been permanently closed as of 4/1/16.

Regards,



Nancy Iacobucci
Vice President
Market Manager – Clifton
NMLS#1070868
niacobucci@myinvestorsbank.com
973 798-6250 * office
973 798-6244 * fax
www.myinvestorsbank.com

Corporate Office
101 JFK Parkway • Short Hills, NJ • 07078
855-iBank4U (422-6548) • myinvestorsbank.com



MUNICIPAL COURT OF HOBOKEN
Hudson County

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



Honorable Judge
Michael A. Mongiello, JMC

Court Administrator
Kerri Azzoline

Honorable Judge
Cataldo F. Fazio, JMC

March 24, 2016

Nancy Iacobucci
Investors Bank
500 Clifton Avenue
Clifton, NJ 07011

Dear Nancy,

Enclosed is check #202015 in the amount of \$1,370.08 to be deposited into the General Account, a/c# 639906408. This will leave a \$0 balance in the General Account, a/c# 2059900810. Please close this account as soon as possible and send a written confirmation of such.

Thank you very much.

A handwritten signature in black ink, appearing to read "Kerri Azzoline".

Kerri Azzoline
Court Administrator

Cc: Chris Baldwin

Introduced By: OK

21

Second By: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY'S TAX COLLECTOR TO TRANSFER
2014 REAL ESTATE TAX CREDITS
BALANCE TO OPERATIONS

WHEREAS, various credits and/or overpayments appear on the Tax Collector's records for Fiscal Year 2014 as of December 31, 2014; and

WHEREAS, the Tax Collector of the City of Hoboken wishes to transfer these credit balances to operations with the intent to maintain an efficient bookkeeping of the tax accounting records; and

WHEREAS, the Tax Collector deems that it is in the best interest of the City of Hoboken that these balances be transferred to operations; and

BE IT FURTHER RESOLVED, by the Municipal Council of the City of Hoboken, that these funds shall be made available by the city treasurer on a legitimate claim for these credits or overpayments.

SEE ATTACHED SCHEDULE

Meeting date: April 20, 2016

APPROVED:

[Signature]

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

[Signature]

Acting
Alycia Proko
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	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 20 2016

[Signature]

CITY CLERK

Sponsored by: 

Seconded by: 

City of Hoboken

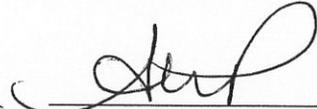
Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular and Special of the City Council of **March 2, 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

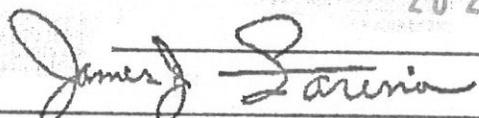

Acting Corporation Counsel
Alexia Polo

Meeting Date: April 20, 2016

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

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

APR 20 2016


CITY CLERK

Introduced By: _____
Seconded By: _____



241

**CITY OF HOBOKEN
RESOLUTION NO: _____**

**RESOLUTION OF THE CITY OF HOBOKEN REFERRING THE PROPOSED
ORDINANCE Z-412 ENTITLED “AN ORDINANCE AMENDING CHAPTER §44
(LAND USE PROCEDURES) UPDATING APPENDICES AND FORMS” TO THE CITY
OF HOBOKEN PLANNING BOARD IN ACCORDANCE WITH THE MUNICIPAL
LAND USE LAW, N.J.S.A. 40:55D-26**

WHEREAS, pursuant to the Municipal Land Use Law, the City Council shall refer all ordinances to amend the zoning code and related municipal regulations to the Planning Board prior to final adoption of same; and

WHEREAS, on April 20, 2016 the City Council considered an ordinance (Z-412) entitled “AN ORDINANCE AMENDING CHAPTER §44 (LAND USE PROCEDURES) UPDATING APPENDICES AND FORMS” on first reading, which the City Council, in accordance with N.J.S.A. 40:55D-26, now wishes to refer to the Planning Board prior to the City Council’s final consideration of same.

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

1. The City Council hereby refers the proposed ordinance “AN ORDINANCE AMENDING CHAPTER §44 (LAND USE PROCEDURES) UPDATING APPENDICES AND FORMS” which is on file at the municipal offices of the City of Hoboken, and incorporated herein as if set forth in full, to the City of Hoboken Planning Board for review and recommendation in accordance with N.J.S.A. 40:55D-26.
2. The City of Hoboken Planning Board shall generate a report within thirty five (35) days after this referral containing its recommendation regarding the proposed ordinance.
3. City Staff and consultants are hereby authorized and directed to take all actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.
4. This Resolution shall take effect immediately.

Meeting date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Quentin Wiest
Business Administrator

Ausia Proko
Acting
Ausia Proko
Corporation Counsel
, Esq.

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

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: APR 20 2016

James J. Sarnia

CITY CLERK

URGENT MATTER

4/20/17

Introduced by: J. A. [Signature]
Seconded by: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. : 25

(NBI)
R25

RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO NEW JERSEY ELEVATOR INSPECTION AGENCY FOR ELEVATOR SUB-CODE SERVICES TO THE CITY OF HOBOKEN FOR ONE YEAR (APRIL 21, 2016 – APRIL 20, 2017) WITH NO NOT TO EXCEED AMOUNT, BUT WITH A PAYMENT STRUCTURE OF 30% OF FEES COLLECTED FOR THE SERVICE BEING MAINTAINED BY THE CITY AND 70% OF FEES COLLECTED BEING PAID TO THE VENDOR

WHEREAS, service to the City as Licensed Elevator Subcode Inspector is a professional service, which is hereto awarded as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over the twelve month term, will exceed \$17,500.00; and

WHEREAS, the term of this contract is one (1) year, which expires April 20, 2017; and

WHEREAS, the City therefore seeks to contract, as a non-fair and open contract, with New Jersey Elevator Inspection Agency for the licensed elevator sub-code services of Carlos Rodrigues charged as no upfront cost to the City, but an income sharing of 30% of all fees collected for inspections being the City's and 70% of all fees collected for inspections going to the vendor, per their attached Proposal; and

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

WHEREAS, New Jersey Elevator Inspection Agency has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

WHEREAS, certification of funds is not required for this award.

NOW THEREFORE, BE IT RESOLVED, (a majority of the full council voting affirmatively) that a contract with New Jersey Elevator Inspection Agency for the licensed elevator sub-code services of Carlos Rodrigues charged as no upfront cost to the City, but an income sharing of 30% of all fees collected for inspections being the City's and 70% of all fees collected for inspections going to the vendor, per their attached Proposal, for a one year term to expire April 20, 2017.

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City of any fees payable to the vendor, via a proper invoice, which shall be submitted in no event later than thirty days from receipt of the service; and

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

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; and,

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

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

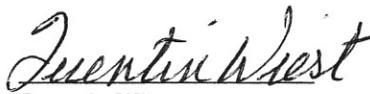
BE IT FURTHER RESOLVED that this resolution shall take effect immediately, subject to the following conditions:

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, for the above referenced goods and/or services based upon the following information:

New Jersey Elevator Inspection Agency
30 Amherst Place
Livingston, NJ 07039

Meeting date: April 20, 2016

APPROVED:


Quentin Wiest
Business Administrator

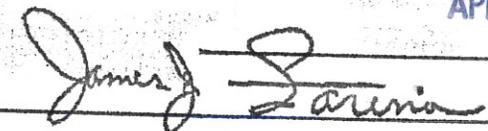
APPROVED AS TO FORM:


Alysia Proko
Acting 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	✓			

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

APR 20 2016


CITY CLERK

CITY OF HOBOKEN

Division of Purchasing



DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: April 19, 2016

To: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken

From: AL B. Dineros

Subject: **DETERMINATION OF VALUE FOR NON FAIR AND OPEN CONTRACT AWARD**

Contract For: Elevator Sub-code and Elevator Inspection Services

Contract to be awarded to: New Jersey Elevator Inspection Agency

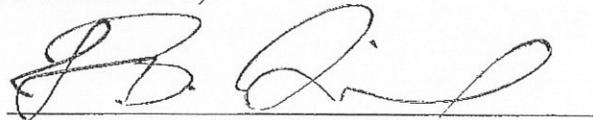
Contract Period: One (1) year

CERTIFICATION

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed \$17,500 over a twelve month period.

I hereby further certify that funds to cover the expenditures for the above-reference contracts will be encumbered by purchase orders on an as-needed basis (as required pursuant to N.J.A.C. 5:30-5.4.).

By


AL B. Dineros, QPA, City of Hoboken

Certified Date: 4/19/2016

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

NEW JERSEY ELEVATOR INSPECTION AGENCY LI

TRADE NAME:

ADDRESS:

30 AMHERST PLACE
LIVINGSTON NJ 07039

SEQUENCE NUMBER:

1546866

EFFECTIVE DATE:

03/04/10

ISSUANCE DATE:

03/04/10



Director
New Jersey Division of Revenue

FORM-BRC
(04-09), D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



New Jersey Elevator Inspection Agency
30 Amherst Place
Livingston, NJ 07039
Tel. 973-902-9802
www.nj-ela.com

ELEVATOR SUB-CODE SERVICES
CITY OF HOBOKEN

1. New Jersey Elevator Inspection Agency (NJEIA) would be pleased to provide Elevator Sub-code and Elevator Inspection services to the City of Hoboken at 70% (seventy percent) of the rate charged by the New Jersey Department of Community Affairs when it serves as the local elevator code enforcement agency, pursuant to N.J.A.C 5:23-12.6 and N.J.A.C 5:23-4.20.

Property Owners would pay 100% (one hundred percent) of the rate charged by the New Jersey Department of Community Affairs to the City of Hoboken for required elevator inspections and plan reviews. The City of Hoboken would retain 30% (thirty percent) of the rate charged by the New Jersey Department of Community Affairs for administrative cost incurred by the local enforcing agency in connection with the inspections and plan reviews performed by the private on-site agency (NJEIA).

2. NJEIA is authorized by the New Jersey Department of Community Affairs as a private on-site inspection and plan review agency for the Elevator Sub-code. As a authorized agency, NJEIA is permitted to contract with New Jersey Municipalities for the purpose of providing sub-code inspection and plan review services.
3. Carlos Rodrigues will serve as the responsible elevator sub-code official and representative for the City of Hoboken. Carlos Rodrigues is the President of NJEIA, and a NJ licensed Elevator Sub-code Official and Elevator Inspector.

3. N.JEIA References:

Warren Township

Jeffrey Heiss - Construction Official - (908-753-8000 x-256)

City of Passaic

John Miekovsky -- Construction Official - (973-405-4465)

City of Union City

Marty Martinetti -- Construction Official -- (201-348-5710)

Borough of Montvale

Jeffrey Fette -- Construction Official -- (201-391-5732)

Township of Teaneck

Steven M. Gluck - Construction Official -- (201-837-1600 x-1100)

City of Perth Amboy

Ed Scala -- Construction Official - (732-828-0183 x-4803)

Town of West New York

Manny Fernandez -- Acting Construction Official -- (201-295-5173)

3. N.JEIA STAFF

a) *Carlos Rodrigues* -- President, Elevator Sub-code Official and Elevator Inspector

Licensure qualifications:

Carlos Rodrigues -- Elevator Sub-code Official & Elevator Inspector-HHS
(license#010151).

Educational qualifications:

Carlos has 18 years of formal education, including a Bachelors of Science Engineering degree from Boston University and a Masters degree in Business Administration from Southern Connecticut State University.

Technical qualifications:

Carlos has worked in engineering for over 15 years, including over 10 years at Schindler Elevator Corporation, a major international elevator OEM and maintenance company, with responsibilities in design, engineering, manufacture and installation of elevator products used in the construction or alteration of buildings. A major aspect of Carlos' work involved ensuring elevator conformance to construction code requirements. Carlos has over 15

years of experience in elevator code enforcement from the from both the contractor's and Inspector's perspective.

b) *Richard Keeley* - Elevator Sub-code Official and Elevator Inspector

Licensure qualifications:

Richard Keeley - Construction Official, Elevator Sub-code Official & Elevator Inspector-HHS (license #008311).

Educational qualifications:

Richard has over 15 years of UCC Continuing Education classes to support his elevator Inspector license.

Technical qualifications:

Richard spent over 37 years working as a mechanic for a major international OEM elevator company. Richard spent 12 years working as an elevator inspector for the State of New Jersey.

c) *Alan Forziati* - Elevator Sub-code Official and Elevator Inspector

Licensure qualifications:

Alan Forziati -Elevator Sub-code Official & Elevator Inspector-HHS (license #010516).

Educational qualifications:

BA in Industrial Design from Newark State College. Alan holds Qualified Elevator Inspector (QEI) license since 1982 and has since attended annual Continuing Education classes and taken exams to maintain his QEI license. Alan also attends UCC continuing education classes to maintain his NJ UCC license.

Technical qualifications:

Alan worked for the Port Authority since 1969 and as the elevator inspector for the World Trade Center from 1982 to 2001. Since retiring in 2001, has worked for different elevator consulting and inspection companies.

Print name of company representative: Carlos Rodrigues, President

Signature of company representative: _____

Date of signature: 4/13/16

NJEIA Fee Schedule for the City of Hoboken
 Inspection Fees for Elevator Devices (based upon N.J.A.C. 5:23-12.6 and 5:23-4.20)

Percentage of NJ DCA fee paid to NJEIA: 70%
 City of Hoboken Administrative Fee Percentage: 30%

(a) The fees for witnessing acceptance tests and performing inspections on new and altered elevator devices shall be as follows:

1. The basic fees for elevator devices in structures not of Group R-3, R-4, or R-5, or in an exempted structure of Group R-2, shall be as follows:

- I. Traction and winding drum elevators:
 - (1) One to 10 floors
 - (2) Over 10 floors
- II. Hydraulic elevators
- III. Roped hydraulic elevators
- IV. Escalators, moving walks
- v. Dumbwaiters
- vi. Stairway chairlifts, inclined and vertical wheelchair lifts and manlifts

	State DCA Fee	NJEIA Fee	City Admin Fee	Total Fee billed to Property Owner
	\$340	\$ 238	\$ 102	\$340
	\$567	\$ 397	\$ 170	\$567
	\$302	\$ 211	\$ 91	\$302
	\$340	\$ 238	\$ 102	\$340
	\$302	\$ 211	\$ 91	\$302
	\$78	\$ 53	\$ 23	\$78
	\$78	\$ 53	\$ 23	\$78
	\$80	\$ 42	\$ 18	\$80
	\$151	\$ 106	\$ 45	\$151
	\$114	\$ 80	\$ 34	\$114
	\$227	\$ 159	\$ 68	\$227
	\$78	\$ 53	\$ 23	\$78
	\$211	\$ 148	\$ 63	\$211
	\$271	\$ 190	\$ 81	\$271
	\$151	\$ 106	\$ 45	\$151
	\$211	\$ 148	\$ 63	\$211
	\$211	\$ 148	\$ 63	\$211
	\$302	\$ 211	\$ 91	\$302
	\$562	\$ 397	\$ 170	\$562
	\$227	\$ 159	\$ 68	\$227
	\$302	\$ 211	\$ 91	\$302
	\$434	\$ 305	\$ 129	\$434
	\$120	\$ 84	\$ 36	\$120
	\$183	\$ 128	\$ 55	\$183
	\$80	\$ 42	\$ 18	\$80
	\$120	\$ 84	\$ 36	\$120
	\$78	\$ 53	\$ 23	\$78
	\$513	\$ 359	\$ 154	\$513
	\$948	\$ 652	\$ 296	\$948
	\$387	\$ 271	\$ 116	\$387
	\$227	\$ 159	\$ 68	\$227
	\$70	\$ 49	\$ 21	\$70
	\$385	\$ 258	\$ 110	\$385

(b) Fees for routine and periodic tests and inspections for elevator devices in structures not of Group R-3, R-4, or R-6, or otherwise exempt devices in structures of Group R-2, shall be as follows:

1. The fee for the six-month routine inspection of elevator devices shall be as follows:

- I. Traction and winding drum elevators:
 - (1) One to 10 floors
 - (2) Over 10 floors
- II. Hydraulic elevators
- III. Roped hydraulic elevators
- IV. Escalators, moving walks

2. The fee for the one-year periodic inspection and witnessing of tests of elevator which shall include a six-month routine inspection, shall be as follows:

- I. Traction and winding drum elevators:
 - (1) One to 10 floors
 - (2) Over 10 floors
- II. Hydraulic elevators
- III. Roped hydraulic elevators
- IV. Escalators, moving walks
- v. Dumbwaiters
- vi. Manlifts, stairway chairlifts, inclined and vertical wheelchair lifts.

3. Additional yearly periodic inspection charges for elevator devices equipped with the following features shall be as follows:

- I. Oil buffers (charge per oil buffer)
- II. Counterweight governor and safeties
- III. Auxiliary power generator

4. The fee for the three-year or five-year inspection of elevator devices shall be as follows:

- I. Traction and winding drum elevators:
 - (1) One to 10 floors (five-year inspection)
 - (2) Over 10 floors (five-year inspection)
- II. Hydraulic and roped hydraulic elevators:
 - (1) Three year inspection
 - (2) Five year inspection

(c) The fees for Plan Review, shall be as follows:

- 1. Structures of Group R-3, R-4, or R-5, and for elevator devices wholly within dwelling units in structures of Group R-3
- 2. Structures of Groups other than R-3, R-4, or R-5 and devices not exempted in structures of Group R-2

Hoboken Elevator Inspection Fee Financials

Hoboken Elevator units based on NJ DCA Registered Elevator Device List
 * fees are based upon the NJ DCA Schedule of Fees in NJAC 5:23-12.6 and 5:23-4.20

Elevator Types	Traction <10 floors	Traction >10 floors	Hydraulic	Roped Hydraulic	Platform Chair lifts	Dumbwaiter	Total
CITY of Elevators	189	99	323	16	10	4	641
Total Annual Inspection Fees per type of elevator (included both the semi-Annual & Annual)	\$ 513	\$ 633	\$ 378	\$ 513	\$ 182	\$ 120	
Total On-going Inspection Revenues	\$ 95,957	\$ 62,667	\$ 122,094	\$ 8,208	\$ 1,820	\$ 480	\$ 292,226

ADMINISTRATIVE FEE RETAINED BY THE CITY OF HOBOKEN (30% of NJ DCA FEE) \$ 87,667.80

* these financials only include the required annual ongoing elevator inspection fees, additional revenues will come from elevator permit fees and elevator violation penalties.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

CONTRACTOR INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

POLITICAL CONTRIBUTION DISCLOSURE FORM

PART II – CITY OF HOBOKEN DISCLOSURE LIST

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

STOCKHOLDER/INTEREST HOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders / Interest Holders:

Name: <i>Carlos Rodriguez</i>	Name:
Home Address: <i>30 Amherst Pl, Livingston, NJ 07039</i>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

[Signature]
 Subscribed and sworn before me on this 19TH day of APRIL, 2016
 (Notary Public)
 My commission expires

[Signature]
 (Affiant)
Carlos Rodriguez / President
 (Print name & title of affiant)

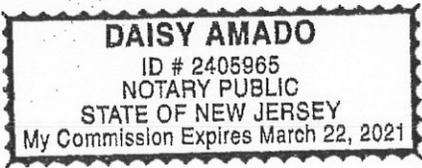


EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPURTUNITY LANGUAGE

N.J.S.A 10: 5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C 17:27-5.3, of its workforce needs, and request referral of minority and women workers.
- (2) To notify any minority and woman workers who have been listed with it as awaiting available vacancies.
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and woman workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement and arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A 10:5-31 et. Seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor.

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

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

- II. If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
- III. If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or of the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its file, and send a copy to the public agency compliance officer and to the Division

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

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

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

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

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

information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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

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

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

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

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

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

Certification 48007

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2012** to **15-FEB-2019**

**NEW JERSEY ELEVATOR INSPECTION AGENCY LLC
30 AMHERST PLACE
LIVINGSTON NJ 07039**



Andrew P. Sidamon-Eristoff
State Treasurer

Alysia Proko

From: Anna McDonald
Sent: Wednesday, April 20, 2016 2:14 PM
To: Quentin Wiest; jengiattino6
Cc: Alysia Proko
Subject: 4.20.16.resolution.elevator.subcode.contract
Attachments: 4.20.16.resolution.elevator.subcode.contract.backup.brc.pdf;
4.20.16.resolution.elevator.subcode.contract.backup.eeoc.pdf;
4.20.16.resolution.elevator.subcode.contract.backup.p2p.pdf;
4.20.16.resolution.elevator.subcode.contract.backup.pa.cert.pdf;
4.20.16.resolution.elevator.subcode.contract.backup.proposal.pdf;
4.20.16.resolution.elevator.subcode.contract.docx

Please see the attached sent on behalf of Alysia Proko. This has been approved by Mario. Please advise if this can be sent to Jerry as an urgent matter.

Thanks,