

INTRODUCED BY: [Signature]
 SECONDED BY: [Signature]

CITY OF HOBOKEN
 RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CY 2014 MUNICIPAL BUDGET, AS
 AMENDED TO
 BE READ BY TITLE ONLY**

BE IT RESOLVED, by the City Council of the City of Hoboken, in the County of Hudson, (by majority vote of the full membership) hereby determine that the **CY 2014 Municipal Budget, as amended** shall be read by its title and we further declare that all the conditions set forth in N.J.S.A. 40A:4-8(1A & 1B) have been met.

REVIEWED BY:
[Signature]
 Quentin Wiest
 Business Administrator

APPROVED AS TO FORM:
[Signature]
 Mellissa Longo, Esq.
 Corporation Counsel

Meeting: May 21, 2014

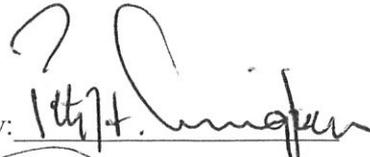
Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Jennifer Giattino	✓			

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

MAY 21 2014

[Signature]
 CITY CLERK

Introduced by:



Seconded by:



CITY OF HOBOKEN

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING PUBLIC BIDDING AND PUBLIC NOTICE OF A
LEASE FOR THE MIDTOWN GARAGE OFFICE SPACE UNIT 2 COMMONLY
KNOWN AS 371 4TH STREET, UNIT 2, PURSUANT TO N.J.S.A. 40A:12-14
AND THE TERMS HEREIN**

WHEREAS, the City of Hoboken finds that the second office space unit within the office space area of the Midtown Garage, commonly known as 371 4th Street, is not needed for a public use and desires to lease Unit 2 in accordance with N.J.S.A. 40A:12-14; and

WHEREAS, the City Council hereby intends to authorize public bidding and public notice for the lease of Unit 2, pursuant to N.J.S.A. 40A:12-14 and the conditions set forth herein.

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

A. The Mayor and the Administration are hereby authorized to place public notices pursuant to the Local Land and Buildings Law for the public bidding of a lease of the Midtown Garage Office Space Unit 2, which bid shall include the following conditions:

1. A security deposit equal to three (3) months' rent must be included with the bid package.
2. The minimum bid for these specifications will be \$92,600.00 annual lease amount, in accordance with the lease terms.
3. Such other conditions as are herein described in the attached lease agreement, subject to minor revisions as required by the exceptions to the bid, if necessary.
4. Any and all work on the leased premises shall be in accordance with all prevailing wage laws, whether performed by the Tenant or the Landlord, and whether same be cosmetic or non-cosmetic.
5. The lease shall be for a term of five (5) years, with two separate options to extend for up to an additional five (5) years each, upon written execution of each

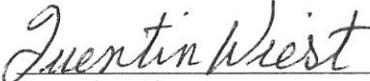
option by both parties, with all options being subject to a CPI increase for the optional years.

B. The City Council reserves the right to reject all bids for any reason permitted by law, including, but not limited to, failure of the highest bidder to meet the requirements set forth in this resolution and/or the bid specifications. The City has previously provided the Hospital with an enforceable right of first refusal in the Unit 2 lease, subject to them consenting to the terms of the lease and the monetary amount of the highest bid, without exception. As such, the City herein also reserves the right to reject all bids in the event the Hospital executes its right of first refusal in accordance with this section and their express rights thereunder.

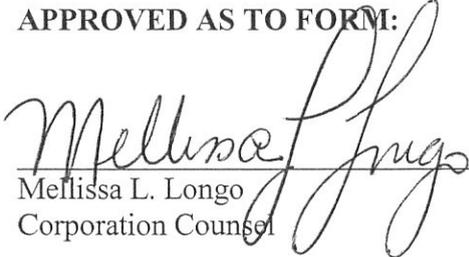
C. This resolution shall take effect immediately upon passage.

Meeting date: May 21, 2014

APPROVED:


Quentin Wiest
Business Administrator

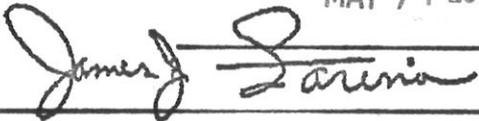
APPROVED AS TO FORM:


Melissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano		/		
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason		/		
David Mello	/			
Tim Occhipinti		/		
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:

MAY 21 2014


CITY CLERK

MIDTOWN GARAGE
OFFICE SPACE UNIT 2
371 4TH STREET

CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

OFFICE SPACE LEASE AGREEMENT

BETWEEN

THE CITY OF HOBOKEN

("LANDLORD")

AND

("TENANT")

TABLE OF CONTENTS

I. Basic Lease Information.....1
II. Lease Grant.....2
III. Adjustment of Commencement Date; Possession.....2
IV. Rent.....3
V. Compliance with Laws; Use.....6
VI. Security Deposit.....6
VII. Services to be Furnished by Landlord.....7
VIII. Leasehold Improvements.....7
IX. Repairs and Alterations.....8
X. Use of Electrical Services by Tenant.....9
XI. Entry by Landlord.....9
XII. Assignment and Subletting.....9
XIII. Liens.....11
XIV. Indemnity and Waiver of Claims.....11
XV. Insurance.....12
XVI. Subrogation.....12
XVII. Casualty Damage.....12
XVIII. Condemnation.....13
XIX. Events of Default.....13
XX. Remedies.....14
XXI. Limitation of Liability.....15
XXII. No Waiver.....15
XXIII. Quiet Enjoyment.....15
XXIV. Relocation.....15
XXV. Holding Over.....15
XXVI. Subordination to Mortgages; Estoppel Certificate.....16
XXVII. Attorneys' Fees.....16
XXVIII. Notice.....16
XXIX. Excepted Rights.....16
XXX. Surrender of Premises.....17
XXXI. Miscellaneous.....17
XXXII. Entire Agreement.....18

OFFICE LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT (the "Lease") is made and entered into as of the ____ day of _____, _____, by and between the City of Hoboken, a municipal corporation with a primary business address of 94 Washington Street, Hoboken, New Jersey 07030 ("Landlord"), and _____, a(n) _____ ("Tenant").

I. Basic Lease Information.

- A. "Building" shall mean the building located at 371 4TH Street, Unit 2, Hoboken, New Jersey, commonly known as Midtown Garage Office Space Unit #2.
- B. "Rentable Square Footage of the Building" is deemed to be approximately 4630 square feet.
- C. "Premises" shall mean the area shown on **Exhibit A** to this Lease. The Premises are located on the ground floor and known as suite number(s) 2. The "Rentable Square Footage of the Premises" is deemed to be approximately 4630 square feet. If the Premises include one or more floors in their entirety, all corridors and restroom facilities located on such full floor(s) shall be considered part of the Premises. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Building and the Rentable Square Footage of the Premises are correct and shall not be remeasured.
- D. "Base Rent":

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
---------------	-----------------------------	------------------------------

- E. "Tenant's Pro Rata Share": shall be at all times calculated based on the day to month ratio, and thereafter to the nearest tenth of the month, and the nearest penny.
- F. "Base Year" for Taxes: 2014; "Base Year" for Expenses: 2014.
- G. "Term": A period of five (5) years, separated into sixty (60) monthly rental periods. The Term shall commence on the first day of the first month after the City Council authorizes the execution of the lease with lessee (the "Commencement Date") and, unless terminated early in accordance with this Lease, end on the last day of the 60th month of the lease (the "Termination Date"). There shall be two separate options to extend the lease term, each for a term of five (5) years, which shall be executed by written approval of both parties prior to the end of the then current term. The rent under both options shall be subject to a CPI increase based on the last month of the term, or prior extension thereto, to be extended.
- H. Tenant allowance(s)/exceptions approved by the City Council: *(describe the type and amount of allowance(s)/exceptions, if any, which have been approved by City Council, and the section(s) where any allowances are defined)*
_____.
- I. "Security Deposit": \$_____ which shall equal three months rent, and shall not be subject to interest bearing requirements.
- J. "Guarantor(s)": _____. **[Concurrent with Tenant's execution and delivery of this Lease, Tenant shall cause Guarantor(s) to execute and deliver to Landlord the Guaranty in the form attached hereto as Exhibit C]**
- K. "Broker(s)": NONE
- L. "Permitted Use": Office Use
- M. "Notice Addresses":

Tenant:

On and after the Commencement Date, notices shall be sent to Tenant at the Premises. Prior to the Commencement Date, notices shall be sent to Tenant at the following address:

Phone #: _____
Fax #: _____

Landlord:	With a copy to:
Office of Corporation Counsel	Business Administrator
City of Hoboken	City of Hoboken
94 Washington Street	94 Washington Street
Hoboken, New Jersey 07030	Hoboken, New Jersey 07030
Attention: Corporation Counsel	

Rent (defined in Section IV.A) is payable to the order of **City of Hoboken** at the following address: 94 Washington Street, Hoboken, New Jersey 07030

- N. "Business Day(s)" are Monday through Friday of each week, exclusive of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Holidays"). Landlord may designate additional Holidays, provided that the additional Holidays are commonly recognized by other office buildings in the area where the Building is located.
- O. "Landlord Work" means the work, if any, that Landlord is obligated to perform in the Premises pursuant to a separate work letter agreement (the "Work Letter"), if any, attached as **Exhibit D**.
- P. "Law(s)" means all applicable statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity.
- Q. "Normal Business Hours" for the Building are 24 hours a day, 7 days a week, 365 days a year. Tenant may operate its own business hours at any time within these hours, at its discretion.
- R. "Property" means the Building and the parcel(s) of land on which it is located and, at Landlord's discretion, the Building garage and other improvements serving the Building, if any, and the parcel(s) of land on which they are located.

II. Lease Grant.

Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord, together with the right in common with others to use any portions of the Property that are designated by Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (the "Common Areas").

III. Adjustment of Commencement Date; Possession.

- A. Subject to Landlord's obligation, if any, to perform Landlord Work, the Premises are accepted by Tenant in "as is" condition and configuration. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Landlord regarding the then existing or future condition of the Premises or the Building. If Landlord is delayed delivering possession of the Premises or any other space due to the holdover or unlawful possession of such space by any party, Landlord shall use reasonable efforts to obtain possession of the space. If Landlord is not required to Substantially Complete Landlord Work before the

Commencement Date, the Commencement Date may be postponed, at the discretion of the Tenant, until the date Landlord delivers possession of the Premises to Tenant free from occupancy by any party, and the Termination Date, at the option of Landlord, may be postponed by an equal number of days. If Landlord is required to Substantially Complete Landlord Work before the Commencement Date, the Commencement Date and Termination Date shall be determined by Section I.G.

- B. If Tenant takes possession of the Premises before the Commencement Date, such possession shall be subject to the terms and conditions of this Lease and Tenant shall pay pro-rata Rent to Landlord for each day of possession before the Commencement Date. However, except for the cost of services requested by Tenant (e.g. freight elevator usage), Tenant shall not be required to pay Rent for any days of possession before the Commencement Date during which Tenant, with the approval of Landlord, is in possession of the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

IV. Rent.

- A. Payments. As consideration for this Lease, Tenant shall pay Landlord, without any setoff or deduction, the total amount of Base Rent and Additional Rent due for the Term. "Additional Rent" means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord. Additional Rent and Base Rent are sometimes collectively referred to as "Rent". Tenant shall pay and be liable for all rental, sales and use taxes (but excluding income taxes) and/or property taxes, if any, imposed upon or measured by Rent under applicable Law. Base Rent and recurring monthly charges of Additional Rent shall be due and payable in advance on the first day of each calendar month without notice or demand, provided that the installment of Base Rent for the first full calendar month of the Term shall be payable upon the execution of this Lease by Tenant. All other items of Rent shall be due and payable by Tenant on or before 30 days after billing by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord. If Tenant fails to pay any item or installment of Rent when due, Tenant shall pay Landlord an administration fee equal to 5% of the past due Rent, provided that Tenant shall be entitled to a grace period of 5 days for the first 2 late payments of Rent in a given calendar year. If the Term commences, or Tenant takes possession requiring rental payments hereunder, on a day other than the first day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Base Rent and Tenant's Pro Rata Share of any Tax or Expense Excess for the month shall be prorated based on the number of days in such calendar month. Landlord's acceptance of less than the correct amount of Rent shall be considered a payment on account of the earliest Rent due; but, shall under no event be considered a waiver of rent or late payments due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction, and either party may accept the check or payment without prejudice to that party's right to recover the balance or pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.
- B. Expense Excess and Tax. Tenant shall pay Tenant's Pro Rata Share of the amount, if any, by which Expenses for each calendar year during the Term exceed Expenses for the Base Year (the "Expense Excess") and also the amount, if any, of taxes assessed against the premise or any use thereunder. If Expenses and/or Taxes in any calendar year decrease below the amount of Expenses and/or Taxes for the Base Year, Tenant's Pro Rata Share of Expenses and/or Taxes, as the case may be, for that calendar year shall be \$0. Landlord shall provide Tenant with a good faith estimate of the Expense Excess and of the Tax for each calendar year during the Term. On or before the first day of each month, Tenant shall pay to Landlord a monthly installment equal to one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Expense Excess and one-twelfth of Tenant's Pro Rata Share of Landlord's estimate of the Tax. If Landlord determines that its good faith estimate of the Expense Excess or of the Tax was incorrect by a material amount, Landlord may provide Tenant with a revised estimate. After its receipt of the revised estimate, Tenant's monthly

payments shall be based upon the revised estimate. If Landlord does not provide Tenant with an estimate of the Expense Excess or of the Tax by January 1 of a calendar year, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate(s). Tenant shall pay Landlord the amount of any underpayment within 30 days after receipt of the new estimate. Any overpayment shall be refunded to Tenant within 30 days or credited against the next due future installment(s) of Additional Rent.

As soon as is practical following the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual Expenses and Expense Excess and the actual Taxes for the prior calendar year. If the estimated Expense Excess and/or estimated Tax for the prior calendar year is more than the actual Expense Excess and/or actual Tax, as the case may be, for the prior calendar year, Landlord shall apply any overpayment by Tenant against Additional Rent due or next becoming due, provided if the Term expires before the determination of the overpayment, Landlord shall refund any overpayment to Tenant after first deducting the amount of Rent due. If the estimated Expense Excess and/or estimated Tax for the prior calendar year is less than the actual Expense Excess and/or actual Tax, as the case may be, for such prior year, Tenant shall pay Landlord, within 30 days after its receipt of the statement of Expenses and/or Taxes, any underpayment for the prior calendar year.

- C. Expenses Defined. "Expenses" means all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Building and the Property, including, but not limited to:
1. Labor costs, including, wages, salaries, social security and employment taxes, medical and other types of insurance, uniforms, training, and retirement and pension plans.
 2. Management fees, the cost of equipping and maintaining a management office, accounting and bookkeeping services, legal fees not attributable to leasing or collection activity, and other administrative costs. Landlord, by itself or through an affiliate, shall have the right to directly perform or provide any services under this Lease (including management services), provided that the cost of any such services shall not exceed the cost that would have been incurred had Landlord entered into an arms-length contract for such services with an unaffiliated entity of comparable skill and experience.
 3. The cost of services, including amounts paid to service providers and the rental and purchase cost of parts, supplies, tools and equipment.
 4. Premiums and deductibles paid by Landlord for insurance, including workers compensation, fire and extended coverage, earthquake, general liability, rental loss, elevator, boiler and other insurance customarily carried from time to time by owners of comparable office buildings.
 5. Electrical Costs (defined below) and charges for water, gas, steam and sewer, but excluding those charges for which Landlord is reimbursed by tenants. "Electrical Costs" means: (a) charges paid by Landlord for electricity; (b) costs incurred in connection with an energy management program for the Property; and (c) if and to the extent permitted by Law, a fee for the services provided by Landlord in connection with the selection of utility companies and the negotiation and administration of contracts for electricity, provided that such fee shall not exceed 50% of any savings obtained by Landlord. Electrical Costs shall be adjusted as follows: (i) amounts received by Landlord as reimbursement for above standard electrical consumption shall be deducted from Electrical Costs; (ii) the cost of electricity incurred to provide overtime HVAC to specific tenants (as reasonably estimated by Landlord) shall be deducted from Electrical Costs; and (iii) if Tenant is billed directly for the cost of building standard electricity to the Premises as a separate charge in addition to Base Rent,

the cost of electricity to individual tenant spaces in the Building shall be deducted from Electrical Costs.

6. The amortized cost of capital improvements (as distinguished from replacement parts or components installed in the ordinary course of business) made to the Property which are: (a) performed primarily to reduce operating expense costs or otherwise improve the operating efficiency of the Property; or (b) required to comply with any Laws that are enacted, or first interpreted to apply to the Property, after the date of this Lease. The cost of capital improvements shall be amortized by Landlord over the lesser of the Payback Period (defined below) or 5 years. The amortized cost of capital improvements may, at Landlord's option, include actual or imputed interest at the rate that Landlord would reasonably be required to pay to finance the cost of the capital improvement. "Payback Period" means the reasonably estimated period of time that it takes for the cost savings resulting from a capital improvement to equal the total cost of the capital improvement.

Expenses shall not include: the cost of capital improvements (except as set forth above); depreciation; interest (except as provided above for the amortization of capital improvements); principal payments of mortgage and other non-operating debts of Landlord; the cost of repairs or other work to the extent Landlord is reimbursed by insurance or condemnation proceeds; costs in connection with leasing space in the Building, including brokerage commissions; lease concessions, including rental abatements and construction allowances, granted to specific tenants; costs incurred in connection with the sale, financing or refinancing of the Building; fines, interest and penalties incurred due to the late payment of Taxes or Expenses; organizational expenses associated with the creation and operation of the entity which constitutes Landlord; or any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Building under their respective leases. If the Building is not at least 95% occupied during any calendar year or if Landlord is not supplying services to at least 95% of the total Rentable Square Footage of the Building at any time during a calendar year, Expenses shall, at Landlord's option, be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building during that calendar year. If Tenant pays for its Pro Rata Share of Expenses based on increases over a "Base Year" and Expenses for a calendar year are determined as provided in the prior sentence, Expenses for the Base Year shall also be determined as if the Building had been 95% occupied and Landlord had been supplying services to 95% of the Rentable Square Footage of the Building. The extrapolation of Expenses under this Section shall be performed by appropriately adjusting the cost of those components of Expenses that are impacted by changes in the occupancy of the Building.

- D. Taxes Defined. "Taxes" shall mean: (1) all real estate taxes and other assessments on the Building and/or Property, including, but not limited to, assessments for special improvement districts and building improvement districts, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the Property's share of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Property; (2) all personal property taxes for property that is owned by Landlord and used in connection with the operation, maintenance and repair of the Property; and (3) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (1) and (2), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Without limitation, Taxes shall not include any income, capital levy, franchise, capital stock, gift, estate or inheritance tax. If an assessment is payable in installments, Taxes for the year shall include the amount of the installment and any interest due and payable during that year. For all other real estate taxes, Taxes for that year shall, at Landlord's election, include either the amount accrued, assessed or otherwise imposed for the year or the amount due and payable for that year, provided that Landlord's election shall be applied consistently throughout the Term. If a change in Taxes is obtained for any year of the Term during which Tenant paid Tenant's Pro Rata Share of any Tax, then Taxes for that year will be retroactively adjusted and Landlord shall provide

Tenant with a credit, if any, based on the adjustment. Likewise, if a change is obtained for Taxes for the Base Year, Taxes for the Base Year shall be restated and the Tax for all subsequent years shall be recomputed. Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Tax Excess within 30 days after Tenant's receipt of a statement from Landlord.

- E. Audit Rights. Tenant may, within 90 days after receiving Landlord's statement of Expenses, give Landlord written notice ("Review Notice") that Tenant intends to review Landlord's records of the Expenses for that calendar year. Within a reasonable time after receipt of the Review Notice, Landlord shall make all pertinent records available for inspection that are reasonably necessary for Tenant to conduct its review. If any records are maintained at a location other than the office of the Building, Tenant may either inspect the records at such other location or pay for the reasonable cost of copying and shipping the records. If Tenant retains an agent to review Landlord's records, the agent must be with a licensed CPA firm. Tenant shall be solely responsible for all costs, expenses and fees incurred for the audit. Within 60 days after the records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an "Objection Notice") stating in reasonable detail any objection to Landlord's statement of Expenses for that year. If Tenant fails to give Landlord an Objection Notice within the 60 day period or fails to provide Landlord with a Review Notice within the 90 day period described above, Tenant shall be deemed to have approved Landlord's statement of Expenses and shall be barred from raising any claims regarding the Expenses for that year. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Expenses for the calendar year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant. Likewise, if Landlord and Tenant determine that Expenses for the calendar year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within 30 days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine Landlord's records or to dispute any statement of Expenses unless Tenant has paid and continues to pay all Rent when due.

V. Compliance with Laws; Use.

The Premises shall be used only for the Permitted Use and for no other use whatsoever. Tenant shall not use or permit the use of the Premises for any purpose which is illegal, dangerous to persons or property or which, in Landlord's reasonable opinion, unreasonably disturbs any other tenants of the Building or interferes with the operation of the Building. Tenant shall comply with all Laws, including the Americans with Disabilities Act, regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant, within 10 days after receipt, shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any Laws. Tenant shall comply with the rules and regulations of the Building attached as **Exhibit B** and such other reasonable rules and regulations adopted by Landlord from time to time. Tenant shall also cause its agents, contractors, subcontractors, employees, customers, and subtenants to comply with all rules and regulations. Landlord shall not knowingly discriminate against Tenant in Landlord's enforcement of the rules and regulations.

VI. Security Deposit.

The Security Deposit shall be delivered to Landlord upon the execution of this Lease by Tenant and shall be held by Landlord without liability for interest (unless required by Law) as security for the performance of Tenant's obligations. The Security Deposit is not an advance payment of Rent or a measure of Tenant's liability for damages. Landlord may, from time to time, without prejudice to any other remedy, use all or a portion of the Security Deposit to satisfy past due Rent or to cure any uncured default by Tenant. If Landlord uses the Security Deposit, Tenant shall on demand restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 45 days after the later to occur of: (1) the determination of Tenant's Pro Rata Share of any Tax and Expense Excess for the final year of the Term; (2) the date Tenant surrenders possession of the Premises to Landlord in accordance with this Lease; or (3) the Termination Date. If Landlord transfers its interest in the Premises, Landlord may assign the Security Deposit to the transferee and, following the assignment, Landlord shall have no further liability for the return of

the Security Deposit to the Tenant. Landlord shall not be required to keep the Security Deposit separate from its other accounts.

VII. Services to be Furnished by Landlord.

- A. Landlord agrees to furnish Tenant with the following services: (1) Water service for use in the lavatories on each floor on which the Premises are located; (2) Heat and air conditioning in season during Normal Business Hours, at such temperatures and in such amounts as are standard for comparable buildings or as required by governmental authority. Tenant, upon such advance notice as is reasonably required by Landlord, shall have the right to receive HVAC service during hours other than Normal Business Hours. However, Tenant shall pay Landlord the standard charge for the additional service resulting directly or indirectly from this Tenant's use as reasonably determined by Landlord from time to time; (3) Maintenance and repair of the Property as described in Section IX.B.; (4) Janitor service on Business Days. If Tenant's use, floor covering or other improvements require special services in excess of the standard services for the Building, Tenant shall pay the additional cost attributable to the special services; (5) Elevator service; (6) Electricity to the Premises for general office use, in accordance with and subject to the terms and conditions in Article X; and (7) such other services as Landlord reasonably determines are necessary or appropriate for the Property.
- B. Landlord's failure to furnish, or any interruption or termination of, services due to the application of Laws, the failure of any equipment, the performance of repairs, improvements or alterations, or the occurrence of any event or cause beyond the reasonable control of Landlord (a "Service Failure") shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. However, if the Premises, or a material portion of the Premises, is made untenable for a period in excess of 3 consecutive Business Days as a result of the Service Failure, then Tenant, as its sole remedy, shall be entitled to receive an abatement of Rent payable hereunder during the period beginning on the 4th consecutive Business Day of the Service Failure and ending on the day the service has been restored. If the entire Premises has not been rendered untenable by the Service Failure, the amount of abatement that Tenant is entitled to receive shall be prorated based upon the percentage of the Premises rendered untenable and not used by Tenant. In no event, however, shall Landlord be liable to Tenant for any loss or damage, including the theft of Tenant's Property (defined in Article XV), arising out of or in connection with the failure of any security services, personnel or equipment.

VIII. Leasehold Improvements.

All improvements to the Premises (collectively, "Leasehold Improvements") shall be owned by Landlord and shall remain upon the Premises without compensation to Tenant. However, Landlord, by written notice to Tenant within 30 days prior to the Termination Date, may require Tenant to remove, at Tenant's expense: (1) Cable installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; and (2) any Leasehold Improvements that are performed by or for the benefit of Tenant and, in Landlord's reasonable judgment, are of a nature that would require removal and repair costs that are materially in excess of the removal and repair costs associated with standard office improvements (collectively referred to as "Required Removables"). Without limitation, it is agreed that Required Removables include internal stairways, raised floors, personal baths and showers, vaults, rolling file systems and structural alterations and modifications of any type. The Required Removables designated by Landlord shall be removed by Tenant before the Termination Date, provided that upon prior written notice to Landlord, Tenant may remain in the Premises for up to 5 days after the Termination Date for the sole purpose of removing the Required Removables, but in no event shall any such holdover in the Premises constitute or create a tenancy-at-will under existing applicable law. Tenant's possession of the Premises shall be subject to all of the terms and conditions of this Lease, including the obligation to pay Rent on a per diem / pro rata basis at the rate in effect for the last month of the Term. Tenant shall repair damage caused by the installation or removal of Required Removables. If Tenant fails to remove any Required Removables or perform related repairs in a timely manner, Landlord, at Tenant's expense, may remove and dispose of the Required Removables and perform the required repairs. Tenant, within 30 days after receipt of an invoice, shall reimburse Landlord for the reasonable costs incurred by Landlord. Notwithstanding the foregoing, Tenant,

at the time it requests approval for a proposed Alteration (defined in Section IX.C), may request in writing that Landlord advise Tenant whether the Alteration or any portion of the Alteration will be designated as a Required Removable. Within 10 days after receipt of Tenant's request, Landlord shall advise Tenant in writing as to which portions of the Alteration, if any, will be considered to be Required Removables.

IX. Repairs and Alterations.

- A. Tenant's Repair Obligations. Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs to the Premises that are not Landlord's express responsibility under this Lease, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Tenant's repair obligations include, without limitation, repairs to: (1) floor covering; (2) interior partitions; (3) doors; (4) the interior side of demising walls; (5) electronic, phone and data cabling and related equipment (collectively, "Cable") that is installed by or for the exclusive benefit of Tenant and located in the Premises or other portions of the Building; (6) supplemental air conditioning units, private showers and kitchens, including hot water heaters, plumbing, and similar facilities serving Tenant exclusively; and (7) Alterations performed by contractors retained by Tenant, including related HVAC balancing. All work shall be performed in accordance with the rules and procedures described in Section IX.C. below. If Tenant fails to make any repairs to the Premises for more than 15 days after notice from Landlord (although notice shall not be required if there is an emergency), Landlord may make the repairs, and Tenant shall pay the reasonable cost of the repairs to Landlord within 30 days after receipt of an invoice, together with an administrative charge in an amount equal to 10% of the cost of the repairs.
- B. Landlord's Repair Obligations. Landlord shall keep and maintain in good repair and working order and make repairs to and perform maintenance upon: (1) structural elements of the Building; (2) mechanical (including HVAC), electrical, plumbing and fire/life safety systems as installed at the time of the lease commencement, and which serve the Building in general; (3) Common Areas; (4) the roof of the Building; (5) exterior windows of the Building; and (6) elevators serving the Building. Landlord shall promptly make repairs (considering the nature and urgency of the repair) for which Landlord is responsible.
- C. Alterations. Tenant shall not make alterations, additions or improvements to the Premises or install any Cable in the Premises or other portions of the Building (collectively referred to as "Alterations") without first obtaining the written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (1) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (2) is not visible from the exterior of the Premises or Building; (3) will not affect the systems or structure of the Building; and (4) does not require work to be performed inside the walls or above the ceiling of the Premises. However, even though consent is not required, the performance of Cosmetic Alterations shall be subject to all the other provisions of this section, and any and all permitting required by law, which shall be the sole responsibility of the Tenant. Prior to starting work, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building systems); copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord; and any security for performance that is reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. Tenant shall reimburse Landlord within 30 days after receipt of an invoice for sums paid by Landlord for third party examination of Tenant's plans for non-Cosmetic Alterations. In

addition, within 30 days after receipt of an invoice from Landlord, Tenant shall pay Landlord a fee for Landlord's oversight and coordination of any non-Cosmetic Alterations equal to 10% of the cost of the non-Cosmetic Alterations. Upon completion, Tenant shall furnish "as-built" plans (except for Cosmetic Alterations), completion affidavits, full and final waivers of lien and receipted bills covering all labor and materials. Tenant shall assure that the Alterations comply with all insurance requirements and Laws. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable Laws or will be adequate for Tenant's use.

X. Use of Electrical Services by Tenant.

- A. Electricity used by Tenant in the Premises shall, at Landlord's option, be paid for by Tenant either: (1) through inclusion in Expenses (except as provided in Section X.B. for excess usage); (2) by a separate charge payable by Tenant to Landlord within 30 days after billing by Landlord; or (3) by separate charge billed by the applicable utility company and payable directly by Tenant. Electrical service to the Premises may be furnished by one or more companies providing electrical generation, transmission and distribution services, and the cost of electricity may consist of several different components or separate charges for such services, such as generation, distribution and stranded cost charges. Landlord shall have the exclusive right to select any company providing electrical service to the Premises, to aggregate the electrical service for the Property and Premises with other buildings, to purchase electricity through a broker and/or buyers group and to change the providers and manner of purchasing electricity. Landlord shall be entitled to receive a fee (if permitted by Law) for the selection of utility companies and the negotiation and administration of contracts for electricity, provided that the amount of such fee shall not exceed 50% of any savings obtained by Landlord.
- B. Tenant's use of electrical service shall not exceed, either in voltage, rated capacity, use beyond Normal Business Hours or overall load, that which Landlord deems to be standard for the Building. If Tenant requests permission to consume excess electrical service, Landlord may refuse to consent or may condition consent upon conditions that Landlord reasonably elects (including, without limitation, the installation of utility service upgrades, meters, submeters, air handlers or cooling units), and the additional usage (to the extent permitted by Law), installation and maintenance costs shall be paid by Tenant. Landlord shall have the right to separately meter electrical usage for the Premises and to measure electrical usage by survey or other commonly accepted methods.

XI. Entry by Landlord.

Landlord, its agents, contractors and representatives may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, and to conduct or facilitate repairs, alterations or additions to any portion of the Building, including other tenants' premises. Except in emergencies or to provide janitorial and other Building services after Normal Business Hours, Landlord shall provide Tenant with reasonable prior notice of entry into the Premises, which may be given orally to the entity occupying the Premises. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises during weekday hours if the work can reasonably be completed on weekends and night hours. Entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent.

XII. Assignment and Subletting.

- A. Except in connection with a Permitted Transfer (defined in Section XII.E. below), Tenant shall not assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the Premises (collectively or individually, a "Transfer") without the prior written consent of Landlord, which consent shall not be unreasonably withheld if Landlord does not elect to exercise its termination rights under Section XII.B below. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed transferee's financial condition does not meet the criteria Landlord uses to select Building tenants having similar leasehold obligations; (2) the

proposed transferee's business is not suitable for the Building considering the business of the other tenants and the Building's prestige, or would result in a violation of another tenant's rights; (3) the proposed transferee is a governmental agency or occupant of the Building; (4) Tenant is in default after the expiration of the notice and cure periods in this Lease; (5) any portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer; (6) the City Council, in its sole discretion, considers the transfer request and, as a council of the whole, in its sole discretion, rejects said transfer. Tenant shall not be entitled to receive monetary damages based upon a claim that Landlord unreasonably withheld its consent to a proposed Transfer and Tenant's sole remedy shall be an action to enforce any such provision through specific performance or declaratory judgment. Any attempted Transfer in violation of this Article shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer or Permitted Transfer release or relieve Tenant from any obligation under this Lease.

- B. As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within 60 days of its receipt of the required information and documentation, either: (1) consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing; or (2) exercise its right to terminate this Lease with respect to the portion of the Premises that Tenant is proposing to assign or sublet. Any such termination shall be effective on the proposed effective date of the Transfer for which Tenant requested consent. Tenant shall pay Landlord a review fee of \$750.00 for Landlord's review of any Permitted Transfer or requested Transfer, provided if Landlord's actual reasonable costs and expenses (including reasonable attorney's fees) exceed \$750.00, Tenant shall reimburse Landlord for its actual reasonable costs and expenses in lieu of a fixed review fee.
- C. Tenant shall pay Landlord 50% of all rent and other consideration which Tenant receives as a result of a Transfer that is in excess of the Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of any excess within 30 days after Tenant's receipt of such excess consideration. Tenant may not deduct from the payment to Landlord for any fees or costs associated with the transfer. If Tenant is in Monetary Default, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Rent in the amount of any payments received (less Landlord's share of any excess). However, by accepting any such payments directly from the subtenant, whether as a result of the foregoing or otherwise, Landlord does not waive any claims against the Tenant hereunder or release Tenant from any obligations under this Lease, nor recognize the subtenant as the tenant under the Lease.
- D. Except as provided below with respect to a Permitted Transfer, if Tenant is a corporation, limited liability company, partnership, or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so long as Tenant is an entity whose outstanding stock is listed on a recognized security exchange, or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed.
- E. Tenant may assign its entire interest under this Lease to a successor to Tenant by purchase, merger, consolidation or reorganization with notice and consent of Landlord, demonstrated by a leasehold assignment agreement, provided that all of the following conditions are satisfied (a "Permitted Transfer"): (1) Tenant is not in default under this Lease; (2) Tenant's successor shall own all or substantially all of the assets of Tenant; (3) Tenant's successor shall have a net worth which is at least equal to the greater of Tenant's net worth at the date of this Lease or Tenant's net worth as of the day prior to the proposed purchase, merger, consolidation or reorganization; (4) the Permitted Use does not allow the

Premises to be used for retail purposes; and (5) Tenant shall give Landlord written notice at least 30 days prior to the effective date of the proposed purchase, merger, consolidation or reorganization. Tenant's notice to Landlord shall include information and documentation showing that each of the above conditions has been satisfied. If requested by Landlord, Tenant's successor shall sign a commercially reasonable form of assumption agreement.

XIII. Liens.

Tenant shall not permit mechanic's or other liens to be placed upon the Property, Premises or Tenant's leasehold interest in connection with any work or service done or purportedly done by or for benefit of Tenant or Tenant's subtenant. If a lien is so placed, Tenant shall, within 10 days after the date Tenant becomes aware of the filing of the lien or within 10 days of notice from Landlord of the filing of the lien, whichever is first, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by the applicable lien Law. Unless Landlord gave Tenant notice of the lien, Tenant shall immediately give Landlord written notice of the lien after becoming aware of same. If Tenant fails to discharge the lien, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord to bond or insure over the lien or discharge the lien, including, without limitation, reasonable attorneys' fees and costs within 30 days after receipt of an invoice from Landlord.

XIV. Indemnity and Waiver of Claims.

- A. Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord, its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagee(s) and agents ("Landlord Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties (defined below) or any of Tenant's transferees, contractors or licensees.
- B. Except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Related Parties (defined below), Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("Tenant Related Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law), which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties and arising out of or in connection with the acts or omissions (including violations of Law) of Landlord, the Landlord Related Parties or any of Landlord's contractors.
- C. Landlord and the Landlord Related Parties shall not be liable for, and Tenant waives, all claims for loss or damage to Tenant's business or loss, theft or damage to Tenant's Property or the property of any person claiming by, through or under Tenant resulting from: (1) wind or weather; (2) the failure of any sprinkler, heating or air-conditioning equipment, any electric wiring or any gas, water or steam pipes; (3) the backing up of any sewer pipe or downspout; (4) the bursting, leaking or running of any tank, water closet, drain or other pipe; (5) water, snow or ice upon or coming through the roof, skylight, stairs, doorways, windows, walks or any other place upon or near the Building; (6) any act or omission of any party other than Landlord or Landlord Related Parties; (7) any causes not reasonably within the control of Landlord; and/or (8) any act of force majeure. Tenant shall insure itself against such losses under Article XV below.

XV. Insurance.

Tenant shall carry and maintain the following insurance ("Tenant's Insurance"), at its sole cost and expense: (1) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00; (2) All Risk Property/Business Interruption Insurance, including flood and earthquake, written at replacement cost value and with a replacement cost endorsement covering all of Tenant's trade fixtures, equipment, furniture and other personal property within the Premises ("Tenant's Property"); (3) Workers' Compensation Insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute; and (4) Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing any of Tenant's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name Tenant as a named insured and Landlord (or any successor), City of Hoboken, a municipal corporation, and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord as the interest of such designees shall appear, as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least 30 days' advance written notice of any change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least 15 days prior to the expiration of the insurance coverage. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk property insurance on the Building at replacement cost value, as reasonably estimated by Landlord. Except as specifically provided to the contrary, the limits of either party's insurance shall not limit such party's liability under this Lease. All insurance carriers utilized hereunder shall be licensed to do business in the State of New Jersey.

XVI. Subrogation.

Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Building, the Premises, any additions or improvements to the Building or Premises, or any contents thereof, including all rights of recovery, claims, actions or causes of action arising out of the negligence of Landlord or any Landlord Related Parties or the negligence of Tenant or any Tenant Related Parties, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

XVII. Casualty Damage.

- A. If all or any part of the Premises is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. During any period of time that all or a material portion of the Premises is rendered untenable as a result of a fire or other casualty, the Rent shall abate for the portion of the Premises that is, in the opinion of the Landlord or Landlord's insurance carrier, or Landlord's engineer, untenable and, as a result, not used by Tenant. Landlord shall have the right to terminate this Lease if: (1) the Building shall be damaged so that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Building shall be required (whether or not the Premises has been damaged); (2) Landlord is not permitted by Law to rebuild the Building in substantially the same form as existed before the fire or casualty; (3) the Premises have been materially damaged and there is less than six (6) months of the Term remaining on the date of the casualty; (4) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (5) a material uninsured loss to the Building occurs. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within 45 days after the date of the casualty. If Landlord does not terminate this Lease, Landlord shall commence and proceed with reasonable diligence to repair and restore the Building and any Landlord Improvements (excluding any Tenant Alterations, whether cosmetic or otherwise, as well as any and all Tenant appurtenances, furniture or supplies). However, in no event shall Landlord be required to spend more than the insurance proceeds received by Landlord. Landlord shall not be liable for any loss or damage to Tenant's Property or to the business of Tenant

resulting in any way from the fire or other casualty or from the repair and restoration of the damage. Landlord and Tenant hereby waive the provisions of any Law relating to the matters addressed in this Article, and agree that their respective rights for damage to or destruction of the Premises shall be those specifically provided in this Lease.

- B. If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall, with reasonable promptness, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenable again, using standard working methods ("Completion Estimate"). If the Completion Estimate indicates that the Premises cannot be made tenable within 270 days from the date the repair and restoration is started, then regardless of anything in Section XVII.A above to the contrary, either party shall have the right to terminate this Lease by giving written notice to the other of such election within 10 days after receipt of the Completion Estimate. Tenant, however, shall not have the right to terminate this Lease if the fire or casualty was caused by the negligence or intentional misconduct of Tenant, Tenant Related Parties or any of Tenant's transferees, contractors or licensees.

XVIII. Condemnation.

Either party may terminate this Lease if the whole or any material part of the Premises shall be taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would leave the remainder of the Building unsuitable for use as an office building in a manner comparable to the Building's use prior to the Taking. In order to exercise its right to terminate the Lease, Landlord or Tenant, as the case may be, must provide written notice of termination to the other within 45 days after the terminating party first receives notice of the Taking. Any such termination shall be effective as of the date the physical taking of the Premises or the portion of the Building or Property occurs. If this Lease is not terminated, the Rentable Square Footage of the Building, the Rentable Square Footage of the Premises and Tenant's Pro Rata Share shall, if applicable, be appropriately adjusted. In addition, Rent for any portion of the Premises taken or condemned shall be abated during the unexpired Term of this Lease effective when the physical taking of the portion of the Premises occurs. All compensation awarded for a Taking, or sale proceeds, shall be the property of Landlord, any right to receive compensation or proceeds being expressly waived by Tenant. However, Tenant may file a separate claim at its sole cost and expense for Tenant's Property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the award which would otherwise be receivable by Landlord.

XIX. Events of Default.

Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following events of default:

- A. Tenant's failure to pay when due all or any portion of the Rent, if the failure continues for 3 days after written notice to Tenant ("Monetary Default").
- B. Tenant's failure (other than a Monetary Default) to comply with any term, provision or covenant of this Lease, if the failure is not cured within 10 days after written notice to Tenant. However, if Tenant's failure to comply cannot reasonably be cured within 10 days, Tenant shall be allowed additional time (not to exceed 60 days) as is reasonably necessary to cure the failure so long as: (1) Tenant commences to cure the failure within 10 days, and (2) Tenant diligently pursues a course of action that will cure the failure and bring Tenant back into compliance with the Lease. However, if Tenant's failure to comply creates a hazardous condition, the failure must be cured immediately upon notice to Tenant. In addition, if Landlord provides Tenant with notice of Tenant's failure to comply with any particular term, provision or covenant of the Lease on 3 occasions during any 12 month period, Tenant's subsequent violation of such term, provision or covenant shall, at Landlord's option, be an incurable event of default by Tenant.

- C. Tenant or any Guarantor becomes insolvent, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.
- D. The leasehold estate is taken by process or operation of Law.
- E. In the case of any ground floor or retail Tenant, Tenant does not take possession of, or abandons or vacates all or any portion of the Premises.
- F. Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord, including, without limitation, any lease or agreement for parking.

XX. Remedies.

- A. Upon any default, Landlord shall have the right without notice or demand (except as provided in Article XIX) to pursue any of its rights and remedies at Law or in equity, including any one or more of the following remedies:
 - 1. Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord may, in compliance with applicable Law and without prejudice to any other right or remedy, enter upon and take possession of the Premises and expel and remove Tenant, Tenant's Property and any party occupying all or any part of the Premises. Tenant shall pay Landlord on demand the amount of all past due Rent and other losses and damages which Landlord may suffer as a result of Tenant's default, whether by Landlord's inability to relet the Premises on satisfactory terms or otherwise, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, reasonable legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.
 - 2. Terminate Tenant's right to possession of the Premises and, in compliance with applicable Law, expel and remove Tenant, Tenant's Property and any parties occupying all or any part of the Premises. Landlord may (but shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of the Term and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease unless a written notice of termination is given to Tenant.
 - 3. In lieu of calculating damages under Sections XX.A.1 or XX.A.2 above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the Prime Rate (defined in Section XX.B. below) then in effect, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.
- B. Unless expressly provided otherwise in this Lease, the repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under the Lease. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be

cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. If Landlord declares Tenant to be in default, Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Prime Rate plus 4% per annum. For purposes hereof, the "Prime Rate" shall be the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the state in which the Building is located. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

XXI. Limitation of Liability.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE PROPERTY. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) (DEFINED IN ARTICLE XXVI BELOW) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN ARTICLE XXVI BELOW) ON THE PROPERTY, BUILDING OR PREMISES, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT.

XXII. No Waiver.

Either party's failure to declare a default immediately upon its occurrence, or delay in taking action for a default shall not constitute a waiver of the default, nor shall it constitute an estoppel. Either party's failure to enforce its rights for a default shall not constitute a waiver of its rights regarding any subsequent default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises.

XXIII. Quiet Enjoyment.

Tenant shall, and may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building, and shall not be a personal covenant of Landlord or the Landlord Related Parties.

XXIV. Relocation.

Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to reasonably comparable space ("Relocation Space") within the Building or adjacent buildings within the same project upon 60 days' prior written notice to Tenant. From and after the date of the relocation, "Premises" shall refer to the Relocation Space into which Tenant has been moved and the Base Rent and Tenant's Pro Rata Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable costs for moving Tenant's furniture and equipment and printing and distributing notices to Tenant's customers of Tenant's change of address and one month's supply of stationery showing the new address.

XXV. Holding Over.

Except for any permitted occupancy by Tenant under Article VIII, if Tenant fails to surrender the Premises at the expiration or earlier termination of this Lease, occupancy of the Premises after the termination or expiration shall be that of a tenancy at sufferance. Tenant's occupancy of the Premises during the holdover shall be subject to all the terms and provisions of this Lease and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 150% of the greater of: (1) the sum of the Base Rent and Additional Rent due for the period immediately preceding the holdover; or (2) the fair market gross rental for the Premises as reasonably determined by Landlord. No holdover by Tenant or payment by Tenant after the expiration or early termination of this Lease shall be construed to extend the Term, to create a tenancy-at-will under applicable law, or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. In addition to the payment of the amounts provided above, if Landlord is unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Tenant's holdover and Tenant fails to vacate the Premises within 15 days

after Landlord notifies Tenant of Landlord's inability to deliver possession, or perform improvements, Tenant shall be liable to Landlord for all damages, including, without limitation, consequential damages, that Landlord suffers from the holdover.

XXVI. Subordination to Mortgages; Estoppel Certificate.

Tenant accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. In lieu of having the Mortgage be superior to this Lease, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. If requested by a successor-in-interest to all or a part of Landlord's interest in the Lease, Tenant shall, without charge, attorn to the successor-in-interest. Landlord and Tenant shall each, within 10 days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a Mortgagee or prospective purchaser). The estoppel certificate shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to the Lease that may reasonably be requested.

XXVII. Attorneys' Fees.

If either party institutes a suit against the other for violation of or to enforce any covenant or condition of this Lease, or if either party intervenes in any suit in which the other is a party to enforce or protect its interest or rights, the prevailing party shall be entitled to all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

XXVIII. Notice.

If a demand, request, approval, consent or notice (collectively referred to as a "notice") shall or may be given to either party by the other, the notice shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Article I, except that if Tenant has vacated the Premises (or if the Notice Address for Tenant is other than the Premises, and Tenant has vacated such address) without providing Landlord a new Notice Address, Landlord may serve notice in any manner described in this Article or in any other manner permitted by Law. Each notice shall be deemed to have been received or given on the earlier to occur of actual delivery (which, in the case of hand delivery, may be deemed "actually delivered" by posting same on the exterior door of the Premises or Landlord's management office, as the case may be) or the date on which delivery is refused, or, if Tenant has vacated the Premises or the other Notice Address of Tenant without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address by giving the other party written notice of the new address in the manner described in this Article.

XXIX. Excepted Rights.

This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself the use of: (1) roofs, (2) telephone, electrical and janitorial closets, (3) equipment rooms, Building risers or similar areas that are used by Landlord for the provision of Building services, (4) rights to the land and improvements below the floor of the Premises, (5) the improvements and air rights above the Premises, (6) the improvements and air rights outside the demising walls of the Premises, and (7) the areas within the Premises used for the installation of utility lines and other installations serving occupants of the Building. Landlord has the right to change the Building's name or address. Landlord also has the right to make such other changes to the Property and Building as Landlord deems appropriate, provided the changes do not materially affect Tenant's ability to use the Premises for the Permitted Use. Landlord shall also have the right (but not the obligation) to temporarily close the Building if Landlord reasonably determines that there is an imminent danger of significant damage to the Building or of personal injury to Landlord's employees or the occupants of the Building. The circumstances under which Landlord may temporarily close the Building shall include, without limitation, electrical interruptions, hurricanes

and civil disturbances. A closure of the Building under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

XXX. Surrender of Premises.

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall remove Tenant's Property (defined in Article XV) from the Premises, and quit and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. Tenant shall also be required to remove the Required Removables in accordance with Article VIII. If Tenant fails to remove any of Tenant's Property within 2 days after the termination of this Lease or of Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property without liability to Landlord. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred for Tenant's Property. In addition, if Tenant fails to remove Tenant's Property from the Premises or storage, as the case may be, within 30 days after written notice, Landlord may deem all or any part of Tenant's Property to be abandoned, and title to Tenant's Property shall be deemed to be immediately vested in Landlord.

XXXI. Miscellaneous.

- A. This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the state in which the Building is located and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Articles and Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of the Lease.
- B. Tenant shall not record this Lease or any memorandum without Landlord's prior written consent.
- C. Landlord and Tenant hereby waive any right to trial by jury in any proceeding based upon a breach of this Lease.
- D. Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, civil disturbances and other causes beyond the reasonable control of the performing party ("Force Majeure"). However, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party or any period of time for the written exercise of an option or right by either party.
- E. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Property referred to herein, and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations.
- F. Tenant represents that it has dealt directly with and only with the Broker as a broker in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers, agents or finders claiming to have represented Tenant in connection with this Lease. Landlord agrees to indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers, agents or finders claiming to have represented Landlord in connection with this Lease.
- G. Tenant covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (2) this Lease is binding upon Tenant; and (3) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the

parties and entities. Notices, payments and agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them.

- H. Time is of the essence with respect to payment of Rent and Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.
- I. The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or early termination of this Lease. Without limiting the scope of the prior sentence, it is agreed that Tenant's obligations under Sections IV.A, IV.B., VIII, XIV, XX, XXV and XXX shall survive the expiration or early termination of this Lease.
- J. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery of it does not constitute an offer to Tenant or an option. This Lease shall not be effective against any party hereto until an original copy of this Lease has been signed by such party.
- K. All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by Landlord and Tenant.
- L. Tenant, within 15 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease. Landlord, however, shall not require Tenant to provide such information unless Landlord is requested to produce the information in connection with a proposed financing or sale of the Building. Upon written request by Tenant, Landlord shall enter into a commercially reasonable confidentiality agreement covering any confidential information that is disclosed by Tenant.
- M. Tenant has only a usufruct, not subject to purchase or sale, which may not be assigned by Tenant except as expressly provided in this Lease.

XXXII. Entire Agreement.

This Lease and the following exhibits and attachments constitute the entire agreement between the parties and supersede all prior agreements and understandings related to the Premises, including all lease proposals, letters of intent and other documents described herein as Exhibits to this lease.

Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

City of Hoboken, a municipal corporation of the State of New Jersey

By: _____, the
Dawn Zimmer
Mayor of the City of Hoboken

Attest: _____, the
James Farina
Clerk of the City of Hoboken

TENANT:

_____, a(n)

By: _____

Name: _____

Title: _____

EXHIBIT A

PREMISES

This Exhibit is attached to and made a part of the Lease dated as of _____,
____, by and between **The City of Hoboken** ("Landlord") and
____ ("Tenant") for space in the Building located at 371 4th
Street, Unit 2, Hoboken, New Jersey 07030.

EXHIBIT B

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Building, the parking garage (if any), the Property and the appurtenances. Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Tenant's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Premises. A reasonable number of keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.
6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord and performed in the manner required by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant's sole expense.
9. Corridor doors, when not in use, shall be kept closed.
10. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or

(3) conduct or permit other activities in the Building that might, in Landlord's sole opinion, constitute a nuisance.

11. No animals, except those assisting handicapped persons, shall be brought into the Building or kept in or about the Premises.
12. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Building or about the Property. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos-containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et seq. or any other applicable environmental Law which may now or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant, and shall remain solely liable for the costs of abatement and removal.
13. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
14. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the date of the commencement of the Term be extended as a result of the above actions.
15. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of telephone lines and other telecommunication facilities available to service the Building.
16. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease of any other tenant in the Building.
17. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
18. Landlord may from time to time adopt systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
19. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.
20. Tenant shall not canvass, solicit or peddle in or about the Building or the Property.
21. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises to emanate into the Common Areas or any other part of the Building.

Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

22. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
23. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.
24. Any work of cleaning personnel by Landlord or any other Tenant on the Property shall not be hindered by Tenant after 5:30 P.M., and cleaning work may be done at any time when the offices are vacant. Windows, doors and fixtures may be cleaned at any time. Tenant shall provide adequate waste and rubbish receptacles to prevent unreasonable nuisance to the Landlord's common areas or any other Tenant.

EXHIBIT C

COMMENCEMENT LETTER
(EXAMPLE)

Date _____

Tenant _____
Address _____

Re: Commencement Letter with respect to that certain Lease dated as of _____,
____, by and between **City of Hoboken** as Landlord, and
_____, as Tenant, for approximately **4630** rentable square
feet on the ground floor of the Building located at 371 4th Street, Unit 2, Hoboken, New
Jersey 07030.

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant
accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is _____;
2. The Termination Date of the Lease is _____.

Please acknowledge your acceptance of possession and agreement to the terms set
forth above by signing all 3 counterparts of this Commencement Letter in the space provided
and returning 2 fully executed counterparts to my attention.

Sincerely,

Property Manager

Agreed and Accepted:

Tenant: _____
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

WORK LETTER

This Exhibit is attached to and made a part of the Lease dated as of _____, _____, by and between **City of Hoboken** as Landlord, and _____, as Tenant, for approximately **4630** rentable square feet on the ground floor of the Building located at 371 4th Street, Unit 2, Hoboken, New Jersey 07030.

TO BE INSERTED UPON NEGOTIATION OF LEASE TERMS

Landlord and Tenant have executed this exhibit as of the day and year first above written.

LANDLORD:

City of Hoboken, a municipal corporation of the State of New Jersey

By: _____, the
Dawn Zimmer
Mayor of the City of Hoboken

Attest: _____, the
James Farina
Clerk of the City of Hoboken

TENANT:

_____, a(n)

By: _____

Name: _____

Title: _____

EXHIBIT E

ADDITIONAL PROVISIONS

This Exhibit is attached to and made a part of the Lease dated as of _____, _____, by and between **City of Hoboken** as Landlord, and _____, as Tenant, for approximately **4630** rentable square feet on the ground floor of the Building located at 371 4th Street, Unit 2, Hoboken, New Jersey 07030.

TO BE INSERTED UPON NEGOTIATION OF LEASE TERMS

IN WITNESS WHEREOF, Landlord and Tenant have executed this exhibit as of the day and year first above written.

LANDLORD:

City of Hoboken, a municipal corporation of the State of New Jersey

By: _____, the
Dawn Zimmer
Mayor of the City of Hoboken

Attest: _____, the
James Farina
Clerk of the City of Hoboken

TENANT:

_____, a(n)

By: _____

Name: _____

Title: _____

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

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AMENDING THE PROFESSIONAL SERVICES CONTRACT WITH THE RBA GROUP, INC. FOR THE PROVISION OF ADDITIONAL PUBLIC OUTREACH WORK FOR THE WASHINGTON STREET REDESIGN AT A COST OF \$2,500.00 FOR A TOTAL CONTRACT NOT TO EXCEED AMOUNT OF \$191,650.00

WHEREAS, on September 3, 2013, the City Council passed a resolution to authorize the Mayor to enter into an professional service contract with The RBA Group, Inc. to provide engineering services required for redesign of Washington Street; and

WHEREAS, the City entered into such a contract, subject to the original proposal submitted by The RBA Group, Inc. for a not to exceed amount of One Hundred Eighty-Nine Thousand One Hundred Fifty Dollars (\$189,150.00) from September 3, 2013 to September 2, 2014 (the "Contract"); and

WHEREAS, pursuant to a proposal from The RBA Group, Inc. dated May 13, 2014, the Administration wishes to amend the Contract to allow The RBA Group, Inc. to provide additional public outreach work for the Washington Street redesign project at an additional cost of \$2,500.00; and

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$2,500.00 is available from 4-31-55-710-000 in the 2014 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 CY2014; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: [Signature], George DeStefano, CFO

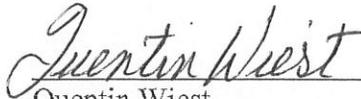
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken as follows:

- A. This resolution amends the Contract to The RBA Group, Inc., which shall expire upon completion of the project, but in no event later than September 2, 2014.
- B. The Contract amount shall be increased in an amount not to exceed \$2,500.00, for a total Contract amount not to exceed \$191,650.00.
- C. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.
- D. This resolution shall be posted and published in accordance with all

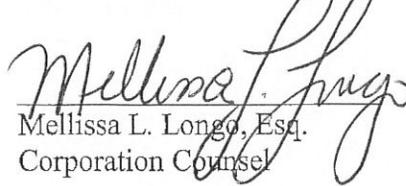
applicable laws, and shall take effect immediately upon passage.

MEETING: May 21, 2014

REVIEWED:

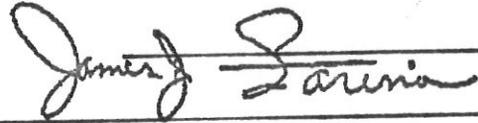

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Council 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: MAY 21 2014



CITY CLERK

Budget Account Maintenance

Add Edit Close Delete << >> Detail

Account: 4-31-55-710-000 Desc: 710 TRANSPORTATION PLANNING

Acct Type: Control Class Id: Class Id2: Cap Flag:

Fund Type: Budget

Activity: Misc G/L Accounts Adopted Budget Detail

Activity To Date	Budgeted	Expended	Current Period
Encumber 9,627.59	24,436.00	Expended .00	
Expended 7,709.51	Balance 7,103.90	Trans-In .00	
Trans-In .00		Trans-Out .00	
Trans-Out .00	YTD Requested 471.00	Reimburse .00	
Reimburse .00	Requested Balance 6,632.90		
Cancel .00			

Control Account No. of Sub-Accounts 5



May 13, 2014

Ms. Susan Poliwka
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Washington Street Redesign – Additional Work (Senior Focus Group)
RBA Project No. J4669.00

Dear Ms. Poliwka:

Per the City's request we are pleased to submit this proposal for additional outreach services for Washington Street. Services and lump sum fee (exclusive of reproduction or materials costs) are provided as follows:

Seniors' Focus Group

- Seniors' Focus Group Activity – Soliciting input from the Seniors can provide excellent insight that is unique to this demographic. We would meet with a group, provide background on existing conditions, and give an overview of various concept alternatives. RBA will customize a PowerPoint presentation and lead a facilitated group exercise.
Lump Sum Cost:.....\$2,500.00

Assumptions/Caveats:

- City to coordinate schedule, invitations logistics and securing of venue for meeting.
- City to tabulate and summarize survey results.

We look forward to authorization to proceed.

Very truly yours,



Bettina Zimny, AICP/PP
Director/Planning

BZ/kk (J466900_LT_SP2-Senior Mod/G)

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, 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: May 21, 2014

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
 Business Administrator

Melissa Longo
 Corporation Counsel

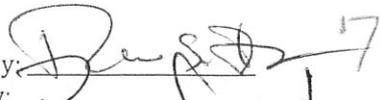
**A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: MAY 21 2014**

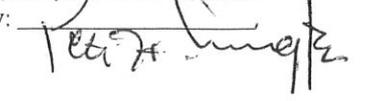
Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Jen Giattino	/			

CITY CLERK

10. **Auction 10:** Honda Snowblower HS624 VIN#: GC02-32243056
Min Bid: (\$100.00)
Bid Start: (DATE AND TIME)
Bid Stop: (DATE AND TIME)

11. **Auction 11:** Honda Snowblower HS828 VIN#: G31S791
Min Bid: (\$100.00)
Bid Start: (DATE AND TIME)
Bid Stop: (DATE AND TIME)

Introduced by: 

Seconded by: 

CITY OF HOBOKEN
RESOLUTION NO. : ___

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MASER CONSULTING AS PROFESSIONAL PLANNERS FOR THE POST OFFICE REDEVELOPMENT PLAN TO THE CITY OF HOBOKEN TO COMMENCE MAY 22, 2014 AND EXPIRE MAY 21, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$63,430.00

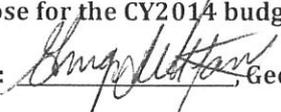
WHEREAS, service to the City as Professional Planner is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City published RFP's for a Professional Planner for the Post Office Redevelopment Plan in accordance with the Fair and Open Process, which Maser Consulting responded to, and the City now seeks to contract with the firm for said services; 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,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$28,400.00 is available in the following temporary appropriation 4-01-21-181-036, and that upon final adoption of the CY2014 budget I will verify that the remaining balance of \$35,030.00 is available, and that if said balance is not available I will immediately notify the Business Administrator; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget.

Signed:  George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Maser Consulting to represent the City as Professional Planner to the Post Office Redevelopment Plan be awarded, for a term to commence May 22, 2014 and expire May 21, 2015, for a total not to exceed amount of **Sixty Three Thousand Four Hundred Thirty Dollars (\$63,430.00)**; 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

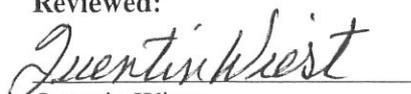
BE IT FURTHER RESOLVED that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of the vendor ; and

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,

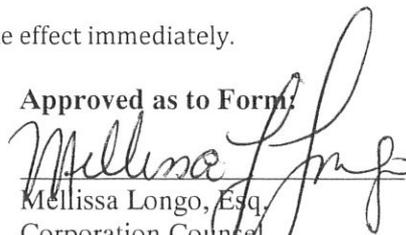
BE IT FURTHER RESOLVED that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

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

Reviewed:


Quentin Wiest
Business Administrator

Approved as to Form:

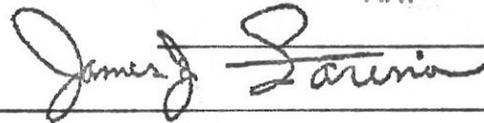

Melissa Longo, Esq.
Corporation Counsel

Meeting Date: May 21, 2014

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Elizabeth Mason		✓		
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Council 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:

MAY 21 2014



CITY CLERK

Budget Account Maintenance

Account: 4-01-21-181-036 Desc: Professional Services -- Redevelopment Cap Flag:

Acct Type: Sub Chk Acct: IOPERATING

Fund Type: Budget Class Id: Class Id 2: ...

Activity: Misc G/L Accounts Adopted Budget Detail

Encumber:	85,256.11	Budgeted:	170,146.50	Expended:	.00
Expended:	5,243.89	Balance:	79,646.50	Trans-In:	.00
Trans-In:	.00			Trans-Out:	.00
Trans-Out:	.00	YTD Requested:	.00	Reimburse:	.00
Reimburse:	.00	Requested Balance:	79,646.50		
Cancel:	.00				

Control Balance: 77,896.50 Control Requested Balance: 77,896.50

MASER 63,430.00

BAL 14,466.50

Customer Loyalty
through Client Satisfaction



Response to Request for Proposal for:

City of Hoboken

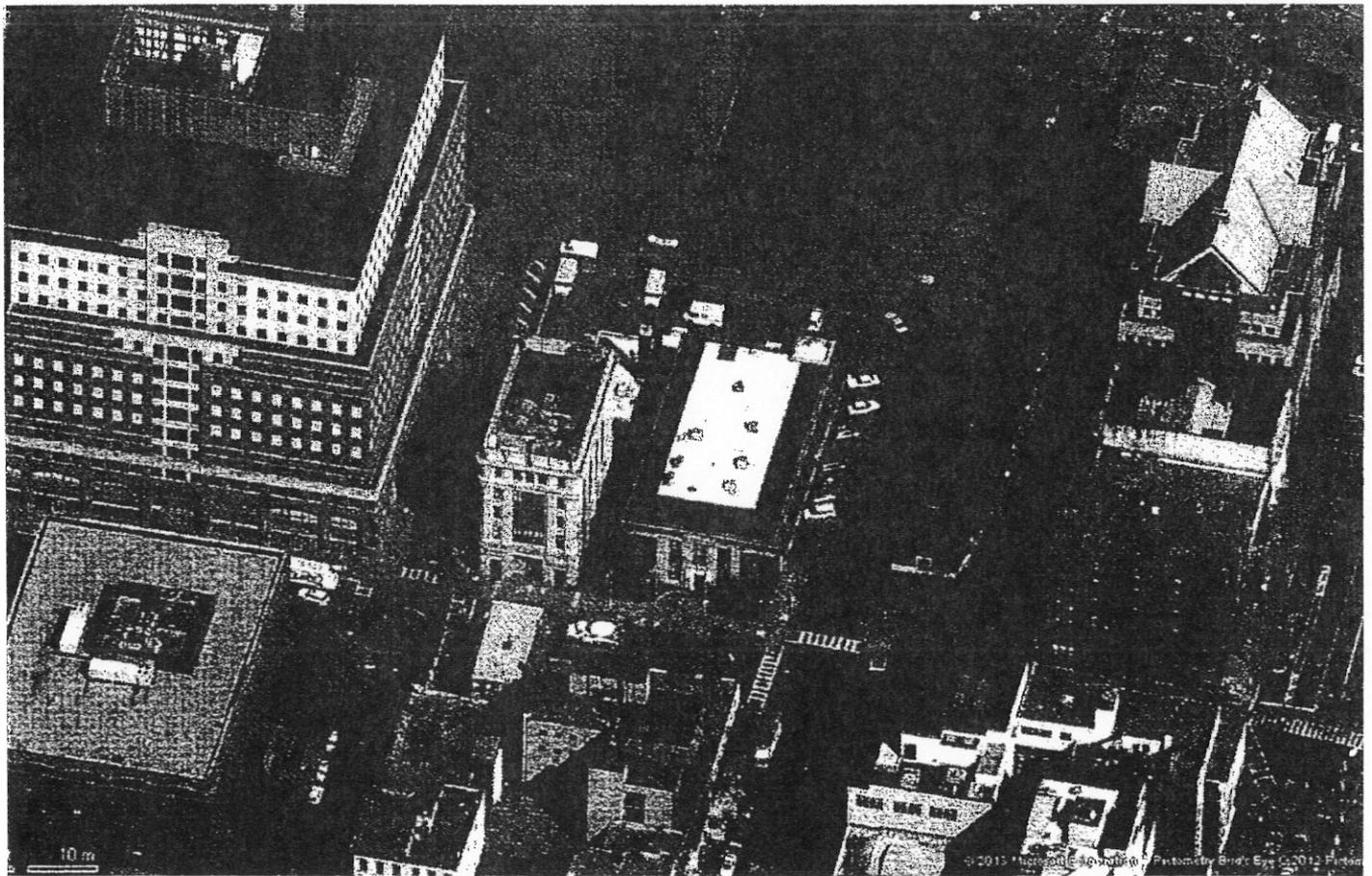
RFP 14 - 06 Professional Services - Professional Planner for
Redevelopment Plan for Hoboken Post Office Site (Rehabilitation
Area)

Submitted by:

Maser Consulting P.A.
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
732.383.1950



April 29, 2014 | MC# 14000725P





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

April 25, 2014

Al B. Dineros, QPA, Purchasing Agent
City of Hoboken
Division of Purchasing
94 Washington Street
Hoboken, NJ 07030

RE: Response to RFP 14 - 06
Professional Planner for Redevelopment Plan
For Hoboken Post Office Site
MC Project No. 14000725P

Dear Mr. Dineros:

Maser Consulting P.A. is pleased to submit this proposal to provide Professional Planning Services for the Redevelopment Plan for Hoboken Post Office Site. Maser Consulting has been providing professional planning, engineering and related services to many municipalities, counties and authorities since 1984.

Pursuant to the RFP, this Proposal for professional services is provided for your consideration to prepare a rehabilitation plan (redevelopment plan for rehabilitation area) for the property known as the Hoboken Post Office. The Maser Consulting project team is extremely familiar with the 2004 Master Plan and 2010 Reexamination Report, as well as the current efforts with regard to the development of a Green Building and Sustainability Element of the Master Plan and redevelopment initiatives such as the Neuman Leathers and Southwest Rehabilitation Areas. Maser Consulting also provides engineering services to the Planning Board and I am serving as the Board's Planner since 2013.

The Planning Group at Maser Consulting is also very experienced with the preparation redevelopment plans for both redevelopment areas and rehabilitation areas. Over the past two years we have prepared or updated redevelopment plans for the Borough of Roselle based on a borough-wide rehabilitation area designation, as well as a redevelopment plan for the Hartz Mountain Factory site in Bloomfield based on a Township-wide rehabilitation area designation. We also prepared a rehabilitation area designation and redevelopment plan for the Township of Scotch Plains in 2011 and recently qualified the entire Borough of Belmar as an Area In Need of Rehabilitation based on Hurricane Sandy. In 2011 we amended the Seaport Redevelopment Plan to include a newly designated Belmar Marina as a rehabilitation area, leading to a redevelopment of a waterfront restaurant by a private developer on Borough property.



RE: Professional Planning Services – Hoboken Post Office Rehabilitation Plan

Date: April 25, 2014

Page 2 of 2

Since the release of the LEED 2009 for Neighborhood Development (LEED-ND) Rating System by the US Green Building Council and the Sustainable Sites Initiative (SSI) by the American Society of Landscape Architects, also in 2009, our redevelopment plans for neighborhood areas have incorporated sustainable design techniques.

Thank you for your consideration of Maser Consulting. We look forward to the opportunity of serving the City of Hoboken.

Very truly yours,
Maser Consulting, PA

A handwritten signature in cursive script that reads 'David G. Roberts'.

David Roberts, AICP/PP, LLA, 
Senior Associate/Department Manager

Table of Contents

Section 1	Firm Overview Scope of Services
Section 2	Qualifications <ul style="list-style-type: none">➤ Contact➤ Required Statement➤ References
Section 3	Organizational Chart Professional Planning Services Resumes of Key Professionals Transportation/Traffic Engineering Resumes of Key Professionals
Section 4	Select Project Profiles/Similar Projects
Section 5	Hourly Rates
Section 6	Required Forms Exceptions & Addendum to Specifications Firm Qualifications Form Affirmative Action Compliance Stockholder Disclosure Certification American With Disabilities Act of 1990 Nuclear-Free Hoboken Ordinance Non-Collusion Affidavit Disclosure of Investment Activities in Iran Business Registration Certificate Certificate of Employee Information Certificate of Authorization Certificate of Liability Insurance Financial Statements



CORE DISCIPLINES

Bridge Engineering
Civil-Site Engineering
Construction Inspection & Administration
Construction Quality Control
Cultural Resources Services
Dam Engineering
Ecological Services
Environmental Services
Geotechnical Engineering
GIS/Asset Management Services
Grants & Funding
Hydrogeologic Services
Land Survey Services
Landscape Architecture Services
Municipal Services
Planning Services
Recreational/Sports Services
Stormwater Management Services
Structural Engineering
Telecommunications
Transportation/Traffic Engineering
Waterfront Engineering
Water/Wastewater Engineering

Office Locations

New Jersey

Headquarters: Red Bank

Clinton | Hamilton | Logan | Marlton
Marmora | Mt. Arlington

New York

Chestnut Ridge | Newburgh | Albany
Westchester

Pennsylvania

Bethlehem | Exton | Philadelphia

Virginia

Sterling

Florida

Tampa



Maser Consulting P.A. is a privately owned, multi-disciplined, engineering firm with a unique balance of public and private sector experience. Headquartered in Red Bank, NJ, Richard M. Maser, PE, PP, CME, President and Chief Executive Officer, established Maser Consulting in 1984. Over its history, the firm has consistently been recognized nationally by Engineering News Record as one of its *Top 500 Design Firms* and by NJBIZ Magazine as one of *New Jersey's Finest*.

Today, Maser Consulting employs over 450 professionals situated throughout the East Coast and has a nationally diversified project portfolio. These pro-active and responsive professionals provide our clients with, clear communication and coordination, cost-effective and efficient leadership, advanced technologies, and a comprehensive approach throughout the entire course of a project.

Maser Consulting is firmly committed to providing our clients with professional services that are on time and within budget. Our project management approach implements established procedures that were developed to embody sound project management practices, are used throughout the corporate enterprise, and are paramount to our successful project completion.

Our team of experts is committed to providing the highest standards of customer service and are driven by our adopted core values:

- Responsiveness
- Customer Service
- Quality
- Accountability
- Value
- Safety

Whatever the extent of your project, include Maser Consulting on your team for exceptional value and outstanding results!



1.0 Baseline Document Review and Land Use Analysis

- a. Review 2004 Master Plan, the Reexamination Report adopted by the City's Planning Board in 2010, the last draft of the "Unified Land Development Ordinance", the NJ Transit Yards (Hoboken Yard) Redevelopment Plan, the City of Hoboken Bicycle and Pedestrian Plan and other relevant planning studies.
- b. Conduct site visits to determine predominant existing land use patterns around Block 231.01, walking distances to transit and parking facilities, transit routes proximate to the block, and proximity of neighborhood services, parks, schools, etc.

DELIVERABLE – Technical Memorandum #1 – Baseline Land Use Analysis and Policy Assessment

2.0 Development of Vision, Goals & Objectives

- a. Public Opinion Sampling:
 - 1) *Internal Steering Group* –Community Development Director and designated staff and professionals: As stipulated in the RFP, we will schedule at least four (4) meetings with the Steering Group to gather input and direction from City officials, as well as maintain an open line of communication with the Community Development Director as the City's point of contact on developing issues related to the Post Office site regarding potential development proposals, community concerns, etc.
 - 2) *Stakeholders* – As stipulated in the RFP, we will conduct an interview with each of the estimated three (3) stakeholder groups identified by the Internal Steering Group in order to discern their particular interests. We will also meet at least twice with a Stakeholder Advisory Committee, consisting of representatives from multiple stakeholder groups, in order to find areas of common interest and determine areas of consensus.
 - 3) *General Public Outreach* – As stipulated in the RFP, we propose to provide a stream of information to the public as the redevelopment plan is developed, including each deliverable as it is reviewed and approved by the Internal Steering Group for public release, as well as notices of public meetings and plan graphics such as maps, diagrams and drawings. We would propose that a project page on the City's website linked to the "Rehabilitation Studies & Plans" page be created with PDFs uploaded of project work product, with alerts posted on the Home Page. Maser Consulting is active with social media and regularly follows Hoboken tweets. We would suggest the creation of a project specific Facebook account for organizing a focused dialogue on the project and for posting public photos, drawings, etc. that will can be reviewed and potentially tweeted to a broader Hoboken audience and a "hashtag" group such as #postofficeplan or the like. As part of this effort, we would produce notices, Technical Memorandums and the like in both English and Spanish versions using standard computer language translation tools, with a QA/QC by a bilingual Maser employee. Alternatively, we would revise the computer translated deliverables based on markups provided by a bilingual City employee.
 - 4) *Community Open House Meetings* – We propose to hold two public "open house" style meetings, one for feedback at the time of the formulation of the "Draft Vision Statement", draft goals and objectives and information on LEED-ND and Alternative Development Scenarios; and another public open house meeting at the time of the selection of the Preferred Development Scenario and Draft Redevelopment Plan stage. For the first meeting, the Draft Vision Statement would be stated on a display board and separate



“stations” would be set up with display boards related to elicit feedback on images of various land use types, traffic and circulation issues and design approaches. Members of the consultant team will be at the stations to answer questions, collect comment cards and engage the public in open conversation about the project. At the second open house, the Preferred Alternative Development Scenario (conceptual plan) will be displayed, along with boards explaining the land use and design requirements of the Draft Redevelopment Plan for public comment.

- 5) *Official Public Meetings* – As stipulated in the RFP, we will prepare presentations for four official public meetings as follows:
- i. Presentation to City Council of Draft Post Office Site Redevelopment Plan for ordinance introduction at first reading and referral to Planning Board;
 - ii. Presentation of Draft Post Office Site Redevelopment Plan to Planning Board for comment and report to City Council pursuant to statute;
 - iii. Presentation of Draft Post Office Site Redevelopment Plan at second reading and public hearing on the ordinance by the City Council;
 - iv. Presentation of revised final redevelopment plan to City Council prior to adoption.

DELIVERABLE - Technical Memorandum #2: Vision Statement, including Goals and Objectives from 2004 Master Plan and 2010 Reexamination Report related to the redevelopment plan area, as well as relevant goals and objectives of the Hoboken Yard Redevelopment Plan and other plans related to adjacent uses.

3.0 Economic Review

- a. Any viable development strategy must reflect the specific economic demand for various uses that identified in the Post Office Redevelopment Plan. Darlene Green, AICP, PP will analyze the existing market demographics and business mix and identify potential uses that are in demand and that can be matched with the spatial characteristics of the historic Post Office building and the infill potential of Block 231.01. We will obtain an economic market report from The Nielson Company specifically targeted to the zip code(s) served by the Post Office.

DELIVERABLE – Technical Memorandum #3 – Economic Market Analysis

4.0 Sustainable Stormwater and Green Building & Green Infrastructure

- a. We will incorporate a comprehensive set of Green Building and Green Infrastructure design standards into the Draft Hoboken Post Office Redevelopment Plan. Sustainable stormwater management standards and practices are incorporated into the LEED for Neighborhood Development (LEED-ND) as part of the prerequisites and credits for “Green Infrastructure and Building” (GIB) section. Besides best practices for stormwater (green roofs, cisterns for use of captured rainwater for irrigation and other nonpotable water needs, rain gardens, etc), GIB prerequisites and credits deal with LEED certification for individual buildings, LED lighting for street lights and traffic signals, light pollution (night sky), on-site renewable energy, solar orientation, and heat island reduction, among others.
- b. In addition to Green Infrastructure and Building, the Design Standards of the Redevelopment Plan will incorporate the appropriate standards of Neighborhood Pattern and Design (NPD) prerequisites and credits from the LEED-ND Rating System. Examples of such standards include the location of parking (if any), locations of functional entranceways, transparency of street level facades, scale/massing of buildings (ratio of building height to setback from street), shading of streets and sidewalks, etc.



DELIVERABLE – Technical Memorandum #4 – Preferred Alternative Development Scenario and Design Standards, Including Stormwater, Green Infrastructure & Building Design.

5.0 Flood Damage Prevention

- a. Two members of the Maser project team proposed for this redevelopment plan, Andrew Hipolit and David Roberts, have served the Hoboken Planning Board as its engineer and planner, respectively, while the Flood Damage Prevention Ordinance was being reviewed by the Board, including the amended version that was eventually adopted. Both versions of the ordinance were reviewed and comments provided to the Board. Both Mr. Hipolit and Mr. Roberts are intimately familiar with the ongoing issues facing the City with resisting legal pressure to allow development seaward of the mean high water line (on piers and bulkheads that extend over the Hudson River.

For the Post Office site, the focus will be on provisions in the redevelopment plan that apply the more conservative Advisory Base Flood Elevations and Velocity Zone standards for lowest habitable floor elevation, flood proofing, etc., as the City's ordinance was intentionally crafted to exceed the minimum FEMA and NJDEP standards so as to account for sea level rise.

DELIVERABLE – Technical Memorandum #5 – Flood Resiliency Recommendations

6.0 Traffic and Transportation Analysis

- a. Maser Consulting always employs the expertise of its Transportation Planning Group in its redevelopment plans for both redevelopment areas and rehabilitation areas. Generally our approach is to develop alternative development scenarios and then test those scenarios for anticipated traffic and transportation impacts and needs through the use of trip generation and distribution models and an assessment of existing conditions to determine the most favorable and desirable combination of land uses and potential improvements to intersections and circulation that would be needed to facilitate the redevelopment. In the case of the Hoboken Post Office site, the traffic and transportation analysis will be informed by the circulation plan recommendations of the Hoboken Yard Redevelopment Plan, inclusive of the proposed pedestrian plaza along the "Hudson Place and Terminal District" one block away at the terminus of River Street, as well as the proposed bicycle-pedestrian treatments at the intersection of Newark Street and River Street ("intersection quilt" to help calm traffic and "pedestrian scramble signal phase" to facilitate pedestrian mobility). Part of this analysis will include an assessment as to what extent, if any, that parking should be required for a redevelopment project under the redevelopment plan, or, based on the close proximity to the Hoboken Terminal, parking should be credited to transit or actually discouraged completely, at least for any residential components to the plan. Other uses, such as hotels, may need provisions for some on-site or off-site valet parking.

DELIVERABLE – Technical Memorandum #6 – Traffic, Transportation and Parking Recommendations

7.0 Redevelopment Plan Preparation

- a. Once the six Technical Memorandums described above have been reviewed and necessary revisions agreed upon by the Internal Steering Group and Stakeholder Advisory Committee, they will be compiled into the Draft Redevelopment Plan, complete with color



graphics and maps developed with GIS software. The redevelopment plan will be drafted in a form that is fully consistent with the requirements of Section 7 of the Local Redevelopment and Housing Law (NJSA 40A:12A -7). Because the redevelopment plan is based upon an Area In Need of Rehabilitation designation, the Plan will not need to deal with identification of properties to be acquired, and because no property will be acquired, there is no relocation of business or households. Likewise, no affordable housing exists currently on Block 231.01, so a plan for providing replacement affordable units is not needed. Essentially the redevelopment plan will provide the land use and development standards, design standards and identify potential improvements to infrastructure required to accommodate the rehabilitation of the Post Office building and infill redevelopment of the remainder of Block 231.01.

DELIVERABLE – Draft Redevelopment Plan

WORK SCHEDULE & ABILITY TO MEET TIMEFRAME

We anticipate that our team will complete Tech Memos #1, #2, and #3 in the first three months, with the next six weeks devoted to developing the Preferred Alternative Development Scenario and Design Standards, (Tech Memo #4), Flood Resiliency (Tech Memo #5) Traffic, Transportation and Parking Recommendations (Tech Memo #6) and Draft Redevelopment Plan. That will allow another six weeks to present the Draft Plan to the City Council and Planning Board in the sixth month. The total duration of the project should be completed in six months. A project timeline is provided below.



PROJECT TIMELINE

TASK	MONTH	May 2014	June 2014	July 2014	Aug 2014	Sept 2014	Oct 2014
1.0 BASELINE DOCUMENT REVIEW & LAND USE ANALYSIS							
Baseline Document Review							
Land Use Analysis							
2.0 DEVELOPMENT OF VISION, GOALS & OBJECTIVES							
Stakeholder Interviews, Stakeholder Advisory Committee, Public Outreach, Community Open Houses							
3.0 ECONOMIC ANALYSIS							
Economic Analysis							
4.0 PREFERRED ALTERNATIVE DEVELOPMENT SCENARIO & DESIGN STANDARDS							
Preferred Alternative Devel Scenario							
Green Infrastructure & Building and Design Standards							
5.0 FLOOD DAMAGE PREVENTION							
FLOOD RESILIENCY ANALYSIS							
6.0 TRAFFIC, TRANSPORTATION & PARKING ANALYSIS							
Traffic & Transportation Analysis							
Parking Analysis							
7.0 DRAFT REDEVELOPMENT PLAN							
PUBLIC MEETINGS & PRESENTATIONS (4 TOTAL)							
DELIVERABLES							
				TMemos 1-3	TMemos 4-6	Draft Plan	Final Plan

COSTS

The scope of services described herein will be invoiced on a monthly, time and material basis in accordance with our prevailing hourly fee schedule. At this time we estimate that the total costs would not exceed **\$63,430.00**. A detailed breakdown of tasks, hours and associated costs are provided in the table below.





PLANNING ESTIMATE HOBOKEN POST OFFICE REDEVELOPMENT PLAN		Compensation Summary by Task						
		Personnel Classification & Distribution						
		1	2	3	4	5	6	7
	Dept. Mgr./Manager	Assistant Document Manager	Principal	Project Planner	Project Planner	Project Planner		
MASER CONSULTING TITLES								
MASER STANDARD RATES								
TASKS (Staff Hours)								
POST OFFICE REHABILITATION PLAN								
1.00 Baseline Document Review & Land Use Analysis	D. Roberts	J. Jahr	A. Hipolit	D. Green	D. Bloch			
1.10 Zoning Code, Master Plan Docs, Plans	4				6			
1.20 Land Use Analysis	8							
1.30 Technical Memo #1	3							
2.00 Development of Vision, Goals & Objectives								
2.10 Internal Steering Group Mtgs. (Min 4)	8							
2.20 Stakeholder Interviews (3), Advisory Com. (2)	16							
2.30 Public Outreach	4							
2.40 Community Open House Meetings (Min 2)	10							
2.50 Official Public Meetings (4)	12							
2.60 Exhibit/Mapping Preparation								
2.70 Technical Memo #2	6							
3.00 Economic Review								
3.10 Nielson Company Economic Data Report								
3.20 Economic Data Analysis								
3.30 Technical Memo #3								
4.00 Green Infrastructure & Building & Design Standards								
4.10 Sustainable Stormwater & Green Infra. Stand.	8							
4.20 Green Building & Design Standards	8							
4.30 Technical Memo #4	8							
5.00 Flood Damage Prevention Ordinance Analysis	4							
5.20 Resiliency Provisions for Redevelopment Plan	8							
5.30 Technical Memo #5	8							
6.00 Traffic, Transportation & Parking Analysis								
6.10 Traffic & Transportation Analysis	20							
6.20 Parking Analysis	20							
6.30 Technical Memo #6	20							
7.00 Rehabilitation Plan Preparation								
7.10 Draft Rehabilitation Plan	10							
7.20 Final Rehabilitation Plan	5							
7.30 PRINTING & REPRODUCTION								

SUMMARY	
Maser Consulting Salary Fees (loaded):	\$62,430.00
Maser Consulting Estimated Direct Expenses:	\$1,000.00
Other Expenses: Subconsultants	\$0.00
Grand Total:	\$63,430.00



MASER CONSULTING CONTACT:

DAVID G. ROBERTS, PP, AICP, LL.A., RLA,

Department Manager

331 Newman Springs Road, Suite 203

Red Bank, NJ 07701

Email: droberts@maserconsulting.com

Office: 877.627.3772

Cell: 732.616.9828

Fax: 732.383.1984



PROFESSIONAL PLANNING SERVICES

Maser Consulting P.A. has the in-house expertise to address all municipal planning needs including Master Plan assistance/preparation, zoning ordinance amendments, review of site plan applications and Planning and Zoning Board representation, as well as special project studies involving land use planning issues.

Our Planners are thoroughly familiar with the New Jersey Municipal Land Use Law and other regulations related to land use in New Jersey including New Jersey redevelopment law, NJDEP regulations, Highlands Council Regional Master Plan, COAH Rules and Regulations and Office of Planning Advocacy initiatives.

Maser Consulting's planners have served as the appointed professional planners to Planning or Zoning Boards in over three dozen New Jersey municipalities in 17 counties. The firm has six fully-licensed NJ professional planners with AICP credentials who are available to advise Planning and Zoning Boards on site plan and subdivision reviews and to prepare review memoranda. At Maser Consulting, we make it a point to prepare review memoranda on site plan and subdivision applications and submit them to Board members sufficiently in advance of the Board meetings so that the Board members have ample time to review and digest our comments.

Maser Consulting has prepared and/or modified zoning maps for many of our municipal clients using GIS technology. We have assisted municipalities with a variety of special projects over the years such as areas in need of redevelopment studies, redevelopment plans, downtown revitalization and streetscape studies, open space and recreation master plans, visioning studies, form based codes, COAH affordable housing studies, and sustainable economic development plans.

REQUIRED STATEMENTS

Bankruptcy / Reorganization – Maser Consulting P.A. has not been involved in any bankruptcy or reorganization proceedings in the last twenty (20) years.



REFERENCES

PROJECT NAME: Roselle Golf Club Redevelopment Plan; Central Roselle Revitalization Plan; North Chestnut Street Redevelopment Plan.

DESCRIPTION: Various redevelopment plans based on Borough-wide Area in Need of Rehabilitation

CLIENT: Borough of Roselle
CONTACT: Jamel Holley, Mayor
Christine Dansereau, Councilwoman
210 Chestnut Street, Roselle, NJ 07203
908.245.5600

DATES: 2010 to present
COST: \$10,000 to \$20,000 each

SCOPE: Preparation or amendments to various redevelopment plans for areas of the Borough covered by a Borough-wide rehabilitation area designation.

STATUS & COMMENTS: Roselle Golf Club Redevelopment Plan adopted in 2012, redeveloper currently at Site Plan with Planning Board; North Chestnut Street Redevelopment amendments adopted in 2014; Central Roselle Revitalization (redevelopment) Plan originally adopted in 2006, most recently amended in 2014.

PROJECT NAME: Technical Assistance with various Redevelopment Area Designations and Redevelopment Plans

DESCRIPTION: Gateway Redevelopment Plan; Marlton Redevelopment; Lanning Square Redevelopment

CLIENT: City of Camden Redevelopment Agency
CONTACT: Sandra Ross Johnson, Executive Director
520 Market Street, City Hall-Suite 1300, Camden, NJ 08101-5120
856.757.7600

DATES: 2006 to 2014
COST: \$29,000 to \$48,000 each

SCOPE: Review and revise redevelopment investigation reports and redevelopment plans for Marlton neighborhood; prepare expert report and testimony in support of Lanning Square redevelopment area designation; prepare supplemental investigation report in defense of Gateway redevelopment area designation (2009) and Gateway Redevelopment Plan Amendment (2010); represent Campbell Soup Company as redeveloper of Gateway in various implementation actions (2012-2014).

STATUS & COMMENTS: On call with Campbell Soup Company as redeveloper for Gateway Redevelopment Area.

PROJECT NAME: Oaks Pond Redevelopment Plan, Hartz Mountain Site Redevelopment Plan

DESCRIPTION: Preparation of redevelopment plans for two former factory sites.

CLIENT: Township of Bloomfield
CONTACT: Glenn F. Domenick, M.A.S, Director, Dept. of Community Development and Inspections
One Municipal Plaza- Room 105, Bloomfield, New Jersey, 07003
973.680.4192



DATES: 2007 - 2014
COST: \$6,500 to \$32,500

SCOPE: Preparation of redevelopment investigation and plan for former National Starch industrial site on Belleville Avenue (redevelopment area) and former Hartz Mountain factory site on Bloomfield Avenue (Township-wide Rehabilitation Area).

STATUS & COMMENTS: Oaks Pond Redevelopment Plan adopted in 2009. Hartz Mountain Redevelopment Plan adopted in 2012.

PROJECT NAME: Transit Village District Ordinance; West End Design Overlay District Ordinance
DESCRIPTION: Special district design standards for neighborhoods around train station adjacent to two redevelopment areas, as well as a design overlay for historic West End district.

CLIENT: City of Long Branch
CONTACT: Howard Woolley, City Administrator
344 Broadway, Long Branch, NJ 07740
732.222.7000

DATES: 2011 - 2014
COST: \$57,000

SCOPE: Create new Transit Village District from five pre-existing districts; Create design overlay for historic portion of City.

STATUS & COMMENTS: Transit Village Ordinance adopted in 2013; West End Design Overlay Ordinance under review by City staff.

PROJECT NAME: Block 195-196 Redevelopment Investigation; Texaco Site Redevelopment Compliance

DESCRIPTION: Preparation of Redevelopment Investigation Report and testimony for designation of a City block and adjacent municipal parking lot in the Broadway corridor of Bayonne; Review of redeveloper compliance documents for City related to TND project at the former Texaco off-loading site under the Bayonne Bridge.

CLIENT: City of Bayonne
CONTACT: Steve Gallo, City Administrator
630 Avenue C, Bayonne, NJ 07002
201.858.6705

DATES: 2014
COST: \$5,600 to \$14,250

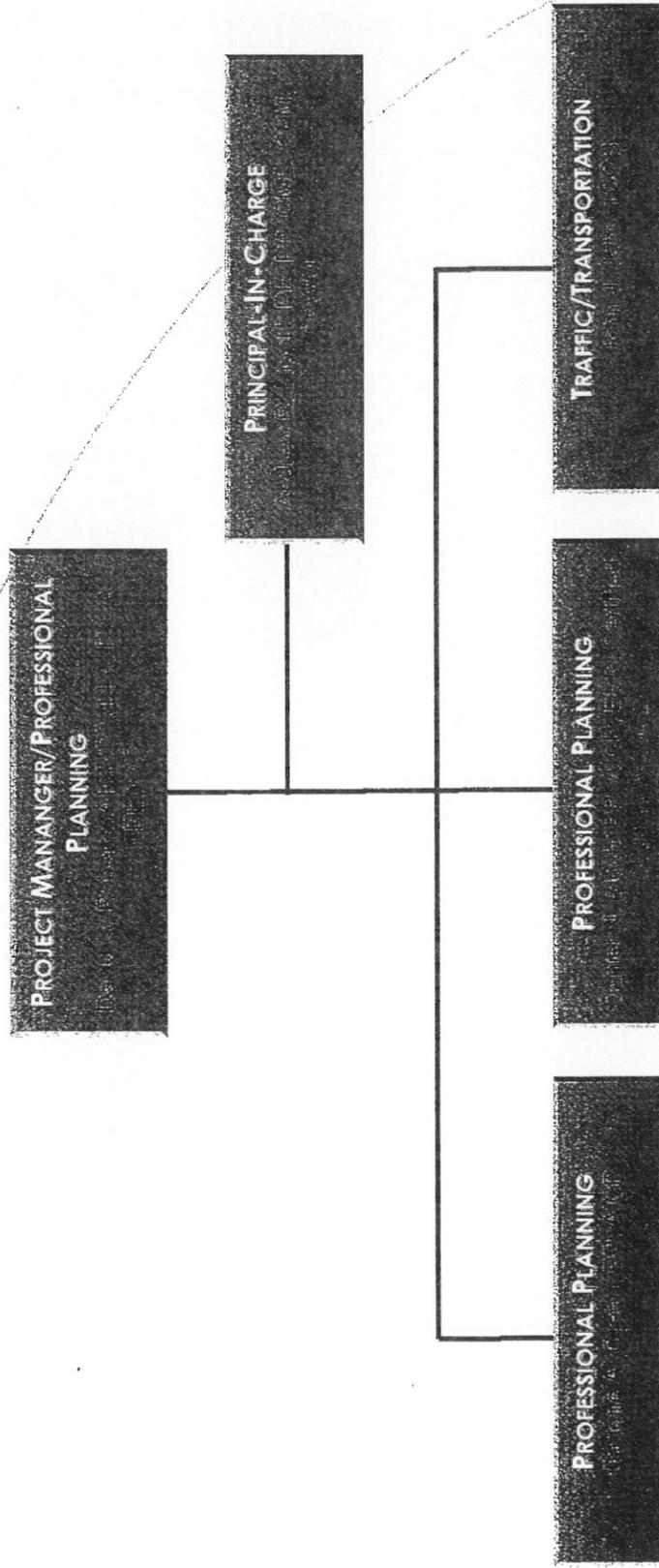
SCOPE: Redevelopment Investigation, inclusive of interior building inspections, compilation of records and preparation of report; testimony to Planning Board; Review Texaco redeveloper compliance plan and represent City as redevelopment planner at meetings.

STATUS & COMMENTS: Block 195-196 report recommended to City Council on April 8, 2014. Texaco Site Redevelopment is ongoing.



CITY OF HOBOKEN RFP 14 - 06
Professional Services - Professional Planner for Redevelopment Plan
For Hoboken Post Office Site

Team Organization



EDUCATION

B.S., Civil Engineering, 1990
NJ Institute of Technology

PROFESSIONAL REGISTRATIONS

- Professional Engineer (P.E.)
New Jersey
- Professional Planner (P.P.)
New Jersey
- Certified Municipal Engineer (C.M.E.)
New Jersey
- OSHA 30 Hour Certified
- Certified Floodplain Manager
(CFM)
- Certified Public Works Manager
(CPWM)

MUNICIPAL APPOINTMENTS

Borough of Montvale

- Borough Engineer
- Land Use Board Engineer

Borough of New Providence

- Borough Engineer
- Planning Board Engineer
- Zoning Board Engineer

Borough of Tenafly

- Borough Engineer

City of Summit

- Planning Board Engineer
- Zoning Board Engineer

City of Hoboken

- Planning Board Engineer

ANDREW R. HIPOLIT, P.E., P.P., C.M.E., CFM, CPWM

Senior Principal

EXPERIENCE

Mr. Hipolit has extensive experience that spans over 20 years in planning, design, and inspection of municipal, residential, and commercial projects. He has been accountable for the management of municipal projects from concept design through construction as well as the review of plans, reports, and other documents submitted to Planning Boards and Zoning Boards of Adjustment. In addition to being a Professional Engineer and Planner, he is also a Certified Municipal Engineer and a Certified Public Works Manager. His focus of expertise includes the design and oversight of roadway improvements and projects involving the planning and design of municipal buildings, recreational facilities, athletic fields, stormwater and sanitary sewer conveyance systems, and grant administration.

Mr. Hipolit has successfully secured over \$6 million dollars in municipal aid funds from the NJ Department of Transportation Trust Fund for various projects. His extensive knowledge of the permitting process and his established contacts with review agencies facilitates the timely issuance of permits. Mr. Hipolit also has broad experience with the development of the municipal Stormwater Management Plans and ordinance revisions. His comprehensive knowledge has enabled him to provide expert testimony and representation to municipalities' governing bodies, Planning and Zoning Boards, and private clients.

PROJECTS

Borough of Montvale, Bergen County, NJ
Borough Engineer

- **Fieldstone School Athletic Fields**
Prepared engineering design plans and specifications for grading, and drainage of a synthetic turf field. Provided bidding and construction administration services.
- **Wireless Communications Tower**
Assisted with the preparation of a request for proposals for the formation of a wireless communications monopole and infrastructure. Performed research and recommendations on various wireless communication requirements and cost estimates.
- **Yearly Road Program**
Prepares engineering design plans and specifications for an annual road rehabilitation program including milling, paving, drainage, curb, and sidewalk improvement for various roads within the Borough.
- **Specifications for Outsourcing Municipal Services**
Prepared specifications for the outsourcing of municipal services including sanitary sewer and storm sewer repairs, garbage, recycling, yard waste, grass-cutting, snow plowing, street sweeping, and various other municipal services.



- **Grant Coordination**
Applied for and received Local Aid Grants every year since 1995 at a rate of approximately \$150,000 per year. Also applied for and received NJDOT Safe Routes to School and Safe Streets to Transit Grants, Bergen County Open Space, and Bergen County Community Development Block Grants.
- **NJDOT Local Aid Grant Roadway Projects**
Prepared plans, specifications, bidding services, and construction administration for NJDOT Local Aid Grants for roadway improvements to various streets throughout the Borough including: Akers Avenue, Magnolia Avenue, Memorial Drive, Woodland Road, Phillips Parkway, and Paragon Drive.

Borough of New Providence, Union County, NJ
Borough Engineer

- **NJDOT Local Aid Grant Roadway Projects**
Prepared plans, specifications, bidding services, and construction administration for NJDOT Local Aid Grants for roadway improvements to various streets throughout the Borough including: Central Avenue, Livingston Avenue, Ryder Way, and Floral Avenue.
- **Grant Coordination**
Applied for and received Local Aid Grants every year since 2003 at a rate of approximately \$200,000 per year. Also applied for and received NJDOT Safe Routes to School and Safe Streets to Transit Grants, Union County Open Space, and Union County Community Development Block Grants.
- **NJDEP Stormwater Coordinator and Flood Plain Manager**
Serves as the NJDEP Stormwater Coordinator and Flood Plain Manager for the Borough.
- **Sanitary Sewer Improvements**
Prepares plans and specifications annually for the various repairs to sanitary sewer system including lining, point repair, manhole rehabilitation, and pump station upgrades.
- **Emergency Shelter Generator Installation**
Prepared plans and specifications for the design and installation of a 300KW emergency generator system to sustain utilities for the municipal, police, emergency shelter, and rescue squad buildings during power outages.
- **Salt Brook Stream Restoration**
Performed construction administration and bidding services for improvement to Salt Brook Stream to prevent flooding and erosion. Coordinated with NJDEP for permitting and EPA for grant reimbursement. Construction cost was approximately \$1million for these restorations.

Borough of Tenafly, Bergen County, NJ
Borough Engineer

- **ADA Recreation Compliance Investigation and Report**
Performed an inspection and evaluation of all Borough recreational facilities and prepared a comprehensive analysis of the facilities for safety and ADA accessibility compliance. Provided recommendations for improvements to each facility, cost analyses, and timeline for each improvement in accordance with the 2010 amendment to the ADA.
- **NJDEP Stormwater Coordinator and Flood Plain Manager**
Serves as the NJDEP Stormwater Coordinator and Flood Plain Manager for the Borough.
- **NJDOT Local Aid Grant Roadway Projects**
Prepared plans, specifications, bidding services, and construction administration for NJDOT Local Aid Grants for roadway improvements to various streets throughout the Borough including: Columbus Drive and Tenafly Road.



ANDREW R. HIPOLIT, P.E., P.P., C.M.E.

- **Yearly Road Program**
Prepares engineering design plans and specifications for a yearly road rehabilitation program including milling, paving, drainage, curb, and sidewalk improvements for various roads within the Borough.
- **Grant Coordination**
Applied for and received Local Aid Grants every year since 2010 at a rate of approximately \$200,000 per year. Also applied for and received NJDOT Safe Routes to School and Safe Streets to Transit Grants, Bergen County Open Space, and Bergen County Community Development Block Grants.
- **Lightning Detection System**
Prepared plans specifications and construction administration for the purchase and installation of the Borough-wide Lightning Detection System, including Board of Education properties.

City of Hoboken, Hudson County, NJ
Planning Board Engineer

Reviews Board applications including residential, commercial, and retail developments. Provide the detailed review of all applications for completeness, identification of variances, and compliance with Borough ordinances.

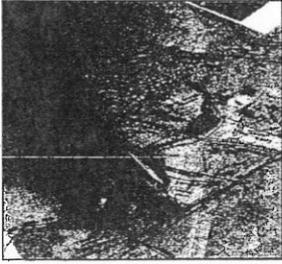
- **Areas in Need of Rehabilitation**
Investigated the City's water and sanitary systems to determine which systems are at least 50 years old and in need of repair or substantial maintenance. Prepared a detailed engineering report indicating each Area in Need of Rehabilitation pursuant to the Local Redevelopment and Housing Law (NJSA 40A:12A-14 & 15).

City of Summit, Union County, NJ
Planning and Zoning Board Engineer

Reviews Board applications for residential, commercial, and retail developments. Provides the detailed review of all applications for completeness, identification of variances, and compliance with City ordinances.



Maser Consulting P.A.



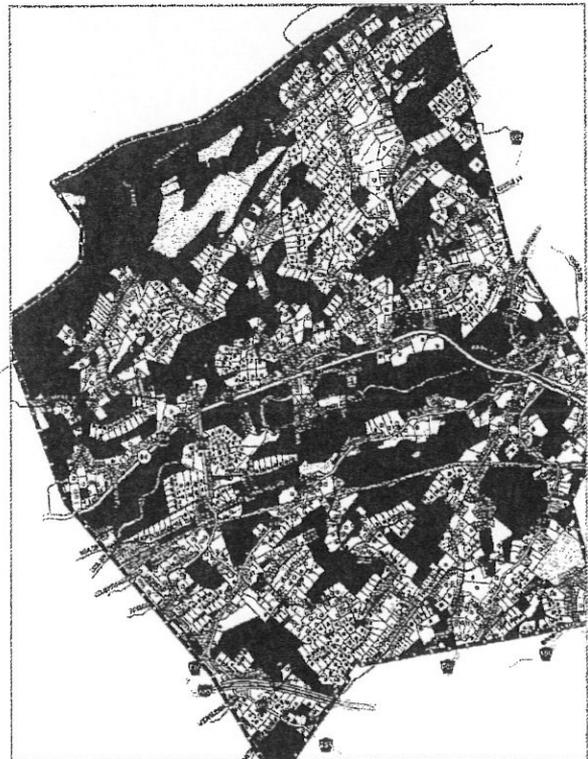
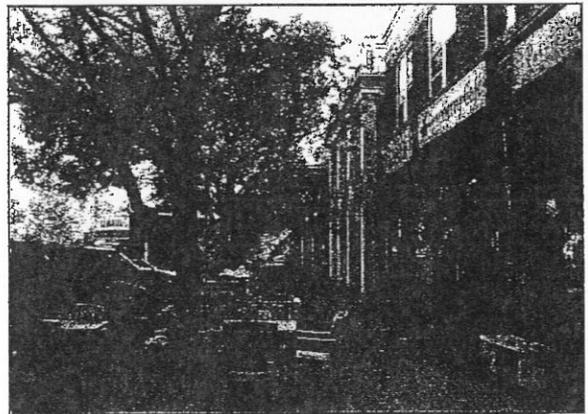
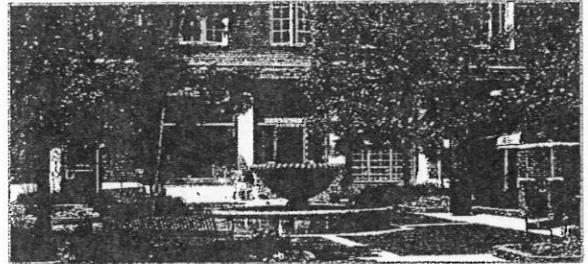
Planning: Municipal/Regional

Maser Consulting's Professional Planners have the expertise and experience to address all aspects of municipal and regional planning and design. They analyze and evaluate existing resources and conditions to assist regional and local governments in the establishment of goals and objectives, and the development of strategic planning policies. These foundations are translated by our Professional Planners into action items, including master plans and zoning ordinances.

Utilizing a vast knowledge of planning standards, regulations, and innovative planning techniques, our Planning Team is uniquely positioned to service all municipal and regional planning needs.

Services

- Community & Regional Master Plans
- Master Plan Re-examination
- Affordable Housing Plans (COAH)
- Conservation Plans
- Form Based Codes
- Community Visioning & Public Outreach
- Special Improvement Districts
- Highlands Regional Master Plan Conformance
- Recreation & Open Space Master Plans
- Redevelopment Area Studies & Plans
- Community Revitalization Plans
- Development Application Planning & Zoning Board Review
- Eminent Domain Litigation
- Grant Applications/Writing
- Land Planning & Design
- Ordinance Updates
- Downtown Revitalization & Streetscapes
- Greenway Studies
- Sign Ordinances
- Litigation Support
- GIS Mapping & Analysis
- Sustainable Economic Development Plans
- Retail Market Analysis



EDUCATION

- M.C.R.P. City & Regional Planning, Rutgers University, 1981
- B.S. Landscape Architecture, Rutgers University, 1979
- B.S. Environmental Planning & Design, Rutgers University, 1978

PROFESSIONAL REGISTRATIONS

- American Institute of Certified Planners (AICP)
- Registered Landscape Architect (R.L.A.) Pennsylvania, New York, Connecticut, Maryland, Arizona, Virginia
- Professional Planner (P.P.) New Jersey
- Licensed Landscape Architect (L.L.A.) New Jersey
- Leadership in Energy & Environmental Design Accredited Professional

o Specialties:



PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners Member
- American Planning Association, Past President/New Jersey Chapter
- American Society of Landscape Architects, Past President/New Jersey Chapter
- US Green Building Council, Member NJ Chapter Speakers Bureau
- Congress for the New Urbanism, Member, NJ Chapter
- Council of Landscape Architectural Registration Boards

CURRENT APPOINTMENTS

- Mahwah Township
- Plumsted Township
- Roselle Borough
- Hoboken Planning Board Planner
- Belmar Borough
- Barnegat Township

DAVID G. ROBERTS, AICP/PP, ILLA, R.L.A.,

Senior Associate/Department Manager



EXPERIENCE

Mr. Roberts has 30 years of planning and design experience involving a wide range of projects in New Jersey, Pennsylvania and New York. His responsibilities have included the preparation of municipal master plans, land use regulations and design standards, strategic plans for economic development and recreation design and management. Because of his reputation for extensive expertise in redevelopment planning, he was asked to contribute input to the New Jersey Local Redevelopment and Housing Law, as well as the Five Year Tax Abatement and Exemption Law and the Long Term Tax Exemption Law. He was also selected by Rutgers University in 1997 to create and teach "Principles of Redevelopment" to the Executive Directors and Commissioners of Housing Authorities and Redevelopment Agencies. He is the co-author of The Redevelopment Handbook, published in 2003 by the New Jersey Department of Community Affairs and the New Jersey Chapter of the American Planning Association, as well as the Second Edition, which was published in 2012. Both the original and Second Edition of the Redevelopment Handbook have won awards from the New Jersey Planning Officials. He has authored dozens of redevelopment investigation reports and redevelopment plans since 1995 and has been accepted as a planning expert before planning and zoning boards in Cape May, Atlantic, Burlington, Cumberland, Hunterdon, Camden, Ocean, Somerset, Monmouth, Middlesex, Mercer, Morris, Essex, Bergen, Hudson and Union Counties.

Mr. Roberts has been licensed as a professional planner in New Jersey since 1981 and has been a member of the American Institute of Certified Planners since 1985. He has been licensed as a landscape architect in New Jersey since 1988 and is also a licensed landscape architect in five other states. He has served as President of both the NJ Chapter of APA and the NJ Chapter of ASLA. He is actively sought after as a speaker on redevelopment issues and has served on numerous panels dealing with redevelopment and/ or LEED-ND at conferences or seminars by AIA, ASLA, NJ Builders Association, Institute of Continuing Legal Education, NJ Future, ANJEC and the NJ Redevelopment Authority. Mr. Roberts is also a leader in promoting the synergies between redevelopment and environmental sustainability. His Symphony Hall West Redevelopment Plan for the Lincoln Park Coast Cultural District, Inc. in Newark was a LEED for Neighborhood Development Pilot and has been certified as Stage 2 LEED-ND Gold by the Green Building Certification Institute (GBCI).



DAVID G. ROBERTS, AICP/PP, LLA, RLA, LEED AP ND

PROJECTS

Following is a sampling of highlighted projects that Mr. Roberts has worked on. A more detailed list of project can be provided if necessary.

LAND USE PLANNING - PUBLIC CLIENTS

- Drafted comprehensive land development ordinances for the City of Long Branch, Borough of Roselle, City of Asbury Park, Stafford and Berkeley Townships, as well as zoning amendments for a number of towns dealing with specific land use issues such as signage, parking requirements, Green Building standards, telecommunications towers, landscaping requirements, environmental ordinances for well head protection, riparian corridor protection and water conservation.
- Participated in municipal planning and comprehensive redevelopment studies in a wide variety of urban, suburban and rural communities, including Newark, Camden, East Orange, Irvington, Bloomfield, Oxford, Old Bridge, Edison, Franklin (Somerset County), Montclair, Irvington, Lafayette, Franklin (Hunterdon County), Lacey, Boroughs of Fair Lawn, Frenchtown, Ogdensburg, Roselle, Fanwood, Freehold, Keansburg, Belmar, and Tuckerton, NJ; Doylestown, Quakertown, Lower Providence Township and Bensalem Township, PA.
- Prepared Master Plans or Master Plan updates/amendments for Newark, East Orange, Bloomfield, Asbury Park, Mahwah Township, Stafford Township, Berkeley Township, Plumsted Township, Ewing Township, Little Egg Harbor Township, Long Branch, Belmar, Franklin (Somerset County) and Franklin (Hunterdon County). Most of these diverse towns included at least one area that was designated either In Need of Redevelopment or In Need of Rehabilitation.
- Prepared Master Plan Reexamination Reports for Bloomfield, Belmar, Tuckerton, Little Egg Harbor Township, Lawrence Township, Mahwah Township, Bay Head Borough, Seaside Park Borough and the City of Asbury Park.
- Prepared -comprehensive redevelopment area studies and redevelopment plans for Oxford, Asbury Park, Newark, Carteret, Camden, Bloomfield, Roseland, Roselle, Fanwood, Scotch Plains, Ventnor City, Carneys Point, Irvington, Manville, Freehold, Belmar, Ewing, Lawrence, Berkeley Township, Stafford, Keansburg, Dover (Morris), Toms River, and Frenchtown. In Newark, Mr. Roberts led the designation of the Downtown Core Redevelopment Area and development of the Downtown Core Redevelopment Plan that ultimately resulted in the construction of the \$375 million dollar Prudential Center sports area.

STATE PLAN/PINELANDS/HIGHLANDS COORDINATION

Guided Stafford Township successfully through Plan Endorsement in 2007 and Berkeley Township in 2012 (including a TDR Program), and has prepared petitions for Little Egg Harbor-Tuckerton, Plumsted and Long Branch. Currently have two approved Action Plans (Berkeley and Plumsted). Has worked on behalf of Stafford, Berkeley and Plumsted Townships on conformance and consistency efforts with the New Jersey Pinelands Commission. Has worked with Oxford Township, Town of Dover and Mahwah Township on Highlands planning efforts such as TDR feasibility, a planning study of the Rockaway River, and Highlands conformance and consistency.

TRANSFER OF DEVELOPMENT RIGHTS

Prepared TDR Elements for Berkeley Township and Ocean (Waretown) Township, as well as TDR studies for Stafford Township and Oxford Township.



DARLENE A. GREEN, P.P., AICP

Associate/Senior Project Planner

EDUCATION

- B.A. Architecture
Minor, Urban Studies, Lehigh University
- M.A. City and Regional Planning
Minor, Urban and Community Development, Rutgers University

PROFESSIONAL REGISTRATIONS

- Professional Planner (P.P.) New Jersey
- American Institute of Certified Planners (AICP)

PROFESSIONAL AFFILIATIONS

- New Jersey Planning Officials
- American Planning Association
- Professional Development Institute
- Affordable Housing Professionals of NJ

PROFESSIONAL TRAINING

- 2007 Form-Based Codes 201
- 2008 Design Studio, Form Based Codes
- 2008 New Jersey Planning Law
- 2010 Law and Sustainability Studio

PROJECT AWARDS

- 2012 NJPO Achievement in Planning Award for High Bridge Sustainable Economic Development Plan
- 2010 NJPO Achievement in Planning Award for Hazlet 2030 Vision Plan
- 2010 Monmouth County Planning Board Planning Award for Hazlet 2030 Vision Plan

CURRENT APPOINTMENTS

- Township of Blairstown
- Township of Frelinghuysen
- Borough of Hillsdale
- Borough of High Bridge
- Township of Delaware
- Borough of Northvale

EXPERIENCE

Ms. Green has experience in many aspects of professional planning in both the public and private sectors. Her ability to quickly grasp new concepts and social acumen has earned the respect of her clients who have come to rely on her support and advice. As a result, she has been chosen by clients for municipal appointments and mediation teams in lieu of more seasoned professionals. Ms. Green has won both County and State planning awards.

Ms. Green is a licensed Professional Planner in New Jersey with a background in architecture, which she uses to her advantage in streetscape design and form-based codes. She has experience in visioning, land use and development regulations, demographic research and analysis, master plans, housing plans, community impact studies, redevelopment studies, streetscape guidelines and recreation master plans. She is proficient in GIS and SketchUp. Ms. Green's design background and SketchUp capabilities allows her to illustrate to clients the potential impacts of zoning changes or new development in 3D conceptual drawings. As a municipal planner she has guided municipalities through Highlands Plan Conformance and COAH substantive certification.

Ms. Green is the co-author of *Resources for Downtown Revitalization in the New Jersey Meadowlands*, a guidebook to assist towns in revitalizing their commercial core. She also assisted Dr. David Listokin with *Who Lives in New Jersey? New Jersey Demographic Multipliers*.

Following is a sampling of highlighted projects Ms. Green has worked on. A more detailed list of projects can be provided if necessary.

VISIONING/COMMUNITY PARTICIPATION EXPERIENCE

- Experienced in preparing workshop formats, visioning exercises, and tools to engage the public in the visioning process. Created advertising materials and executed advertising to solicit community participation for Dennis Township, Hazlet Township, High Bridge Borough, and Upper Township visioning workshops. Formulated workshop exercises for Bloomfield Transit-Oriented Development project and Mahwah Sustainable Economic Development Plan.

DESIGN/CONCEPT EXPERIENCE

- Skilled in the creation of concept plans utilizing Adobe In-Design and Sketch-Up. Prepared 3-D renderings of redevelopment sites, concept plans and form-based codes for Dennis Township, Village of Ridgefield Park, South Hackensack Township, and Upper Township as well as numerous private developers.



DARLENE A. GREEN, P.P., AICP

- Prepared illustrative streetscape and façade design guidelines and architectural design guidelines for Belleville Township, Dennis Township, Upper Township, Fanwood Borough, and Nicosia, Cyprus, which enabled the public to readily visualize the intent and goals of the guidelines.

MUNICIPAL MASTER PLANS

- Prepared Master Plans and/or Master Plan Elements for the following communities: Belleville Township Master Plan Re-examination, Town of Belvidere Master Plan Re-examination, Dumont Borough Open Space and Recreation Plan Element, West Windsor Township Land Use Element, West Windsor Township Farmland Preservation Plan Element, High Bridge Borough Land Use Element, High Bridge Borough Sustainable Economic Development Plan, Berkeley Township Environmental Resource Inventory, and Delaware Township Master Plan Reexamination.

REDEVELOPMENT PLANNING

- Prepared comprehensive studies to identify areas in need of redevelopment for Belleville Township, South Bound Brook Borough, Roseland Borough, Roselle Borough, and Northvale Borough.
- Assisted with the Route 31 Redevelopment Study for Pennington Borough. Conducted a retail market analyses, researched land use and zoning issues and prepared numerous GIS maps. Examined development feasibility due to environmental features and prepared land use recommendations and design guidelines for the reuse of the former landfill property.
- Formulated Redevelopment Plans and/or Redevelopment Concept Plans for Dennis Township, Village of Ridgefield Park, Belleville Township, South Bound Brook Borough, South Hackensack Township, and Scotch Plains Township.

MUNICIPAL ORDINANCES

- Experienced in the drafting of ordinances for specific land use issues such as design guidelines, signage, parking requirements and form-based codes. Experience includes: Belleville Township, Dennis Township, Upper Township, West Windsor Township, and Borough of Roselle.

MUNICIPAL STUDIES

- Prepared a Borough-owned Lot Inventory & Investigation for the Borough of Roselle that examined 174 Borough-owned properties. The project analyzed each lot for environmental constraints, encroachments, and buildability. The comprehensive report has become an invaluable resource book for the Borough.
- Prepared the 2030 Vision Plan for Hazlet Township. Developed a community vision through a series of interactive public workshops. The product provides land use, circulation, redevelopment, and open space recommendations to aid in implementing the overall vision.
- Assisted with the Zoning Analysis for the Maplewood Village Parking Plan. Prepared a study of existing zoning, parking supply and demand based on land use. Examined potential parking impact of existing and proposed rehabilitation plans.

NEW JERSEY HIGHLANDS PLANNING

- Prepared Highlands Council Initial Assessment Reports and Highlands Council build-out analyses for the Town of Belvidere, Frelinghuysen Township, and High Bridge Borough.
- Prepared Highlands Council planning studies including Environmental Resource Inventory Study, and Highlands Master Plan Element for High Bridge, Hackettstown, and Mahwah. Formulated and implemented Highlands Land Use Ordinance, Sustainable Economic Development Plan Element and Highlands Land Use Element for High Bridge Borough.



DANIEL N. BLOCH, P.P., AICP,

Senior Project Planner



EDUCATION

- B.A. Environmental Design
Minor, Architecture
State University of New York,
Buffalo, NY

PROFESSIONAL REGISTRATIONS

- Professional Planner (P.P.), New Jersey
- American Institute of Certified Planners (AICP)
- ESRI Certified ArcGIS Desktop Associate 10.0

PROFESSIONAL AFFILIATIONS

- American Planning Association,
New Jersey Chapter

PROFESSIONAL TRAINING

- 2011 Sustainable Zoning and Development Controls Workshop
- 2010 Performing Analysis with ArcGIS Desktop
- 2007 Introduction to ArcGIS II
- 2007 Community Design Workshop
- 2007 Low-Impact Development Training Workshop

AWARDS

- 2011 New Jersey Planning Officials' Achievement in Planning Award for the Middle Township 2010 Master Plan

EXPERIENCE

Throughout his career as a professional planner, Mr. Bloch has accumulated a diverse portfolio of municipal, regional and private planning projects. Mr. Bloch utilizes his extensive planning knowledge and experience to promote the most appropriate use of land and resources through sound and innovative planning techniques. For municipalities and regional entities, Mr. Bloch has provided invaluable services in the formulation of various master plan elements and reexamination reports, natural resource inventories, housing elements and fair share plans, regional/long range plans and other similar planning studies.

Mr. Bloch's attention to detail while maintaining a broad perspective on planning implications has been demonstrated in numerous municipal site development reviews for planning and zoning boards. For the past six years, Mr. Bloch has been primarily responsible for municipal reviews for West Windsor Township and Belleville Township, under the direction of John Madden, P.P., AICP. Mr. Bloch also provides expert planning testimony on behalf of these planning and zoning boards.

In addition to his planning knowledge and experience, Mr. Bloch has also developed an expertise in the preparation of planning materials through a variety of media, ranging from written reports to digital presentations to graphic exhibit boards. Mr. Bloch's skills are crucial to the success of each planning project. His duties generally include data collection and compilation, field research, technical writing, land use, demographic and trend analyses, graphic design, and report production.

Utilizing his expertise in the use of geographic information systems (GIS) in performing spatial and analytical analysis, Mr. Bloch performs GIS analyses and cartographic mapping for municipal, regional and private planning studies. Mr. Bloch's GIS expertise allowed him to perform build-out analyses for Middle Township, the first municipality in the New Jersey to apply the nitrate dilution modeling required in NJDEP's water quality management rules. This analysis is the crux of the award-winning 2010 Land Use Plan, which demonstrates that the potential future development based on the proposed zoning will not substantially degrade the water quality of each watershed.

Following is a sampling of highlighted planning projects for which Mr. Bloch has provided his services. A more detailed list of projects can be provided if necessary.



DANIEL N. BLOCH, P.P., AICP

PROJECTS - MUNICIPAL PLANNING

Municipal Planning Development Reviews

Responsible for preparing reviews of development applications for site plan or subdivision approval or variance relief for planning and zoning boards in New Jersey, including West Windsor Township, Belleville Township, Hackettstown Town, White Township, Paramus Borough, Knowlton Township, Frelinghuysen Township, Lumberton Township, and Blairstown Township. Some of the notable development applications Mr. Bloch has reviewed include:

- West Windsor Gardens, a two-phase inclusionary affordable housing development consisting of 475 apartments units within 27 three-story garden apartment buildings
- Building 701 of Carnegie Center West, a 112,000 square foot, 4-story office building
- Rite Aid Store No. 462, which involved the redevelopment of a site in the Princeton Junction Redevelopment Area with a 14,673 square foot Rite Aid retail store and pharmacy and a 6,000 square foot retail building
- Redevelopment of the Princeton Theological Seminary site for graduate student housing
- Revitalization of the 59,000-square foot Windsor Plaza/Acme Shopping Center
- Retenancing and façade improvements to the MarketFair shopping center
- United Jewish Federation, consisting of a 77,022-square foot Jewish Community Campus building with outdoor recreation facilities
- Expansion of the St. Mary & St. Mercurius Coptic Orthodox Church, which included a four-story monolithic dome structure that will serve as a Coptic Youth Center, chapel, multi-purpose rooms, meeting rooms, computer rooms and an indoor parking garage
- Redevelopment of a site within the Belmont Avenue Area in Need of Redevelopment for an 8,000-square foot mixed use building for medical offices, professional offices, a beauty salon and apartments
- Hackettstown Medical Arts Building, a 45,000 square foot medical office/facility adjacent to the Hackettstown Regional Medical Center
- M&M Mars, a 2 megawatt PSE&G solar photovoltaic system in Hackettstown; one of the first solar facilities in NJ prior to the enactment of P.L. 2009 C. 146, which designates solar energy facilities as inherently beneficial uses
- DSM Nutritional Products, a 5.57 megawatt solar photovoltaic system in White Township
- Quick Chek, a 5,700-square foot convenience store and a fuel pumping service station with canopy in White Township

Master Plan Elements / Reexamination Reports

Assisted in the preparation of various Master Plan Elements and Reexamination Reports for nine New Jersey municipalities, including Dennis Township (Land Use Plan), Middle Township (Land Use Plan), Upper Township (Land Use Plan, Conservation Plan & Reexamination Report), Sea Isle City (Land Use Plan & Reexamination Report), Dumont Borough (Reexamination Report), Hazlet Township (Reexamination Report), New Hanover Township (Farmland Preservation Plan & Reexamination Report), and Green Brook Township (Circulation Element/ "Safe Routes to School" Plan).

Housing Element/Fair Share Plans

Prepared Housing Element/Fair Share Plans for Chatham Borough and Mine Hill Township. Was also a key contributor to Housing Element/Fair Share Plans for Belleville Township, Dennis Township, Franklin Township (Gloucester), Hackettstown Town, Hazlet Township, Middle Township, Upper Township and Watchung Borough.

GIS Build-Out Analyses

Prepared several Build-Out Studies as components of Master Plan updates for Blairstown Township, Dennis Township, Middle Township and Upper Township; and also prepared Vacant Land Inventories as part of Housing Element/Fair Share Plans for Chatham Borough, Dennis Township, Hazlet Township, Mine Hill Township, and Watchung Borough.

Natural Resource Inventories

Member of project team responsible for GIS mapping, data analysis and technical writing for Natural Resource Inventories (NRI) for Berkeley Township, Dennis Township, Middle Township, Upper Township, Sea Isle City, and



DANIEL N. BLOCH, P.P., AICP

the Ramapo Mountain Open Space System.

NEW JERSEY HIGHLANDS PLANNING

Assisted four New Jersey municipalities in achieving Highlands Plan Conformance: Hackettstown Town, Mansfield Township, Mine Hill Township, and White Township.

REDEVELOPMENT PLANNING

Assisted in preparation of the West Windsor Redevelopment Plan for Princeton Junction; Determination of Area in Need of Redevelopment studies in Hazlet Township, West New York and Roselle Borough; and the amendment and recodification of the Belmar Seaport Redevelopment Plan.

REGIONAL/LONG-RANGE PLANNING

Key contributor to a number of regional planning studies on behalf of County Planning Boards in New Jersey. Mr. Bloch acted as Assistant Project Manager for Cape May County Wastewater Management Plan, Cape May County Transfer of Development Rights Feasibility Study, Coastal Monmouth Plan, and Panhandle Region Plan. Also participated in the Bergen County Master Plan, Bergen County Ramapo Mountain Open Space System, Bergen Life Science Strategic Master Plan, and Warren County Route 22 Corridor Smart Growth Study.

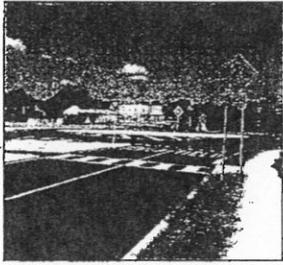
EMINENT DOMAIN LITIGATION

Prepared concept plans to demonstrate realistic development potential of privately held properties in accordance with zoning and other land development regulations for NJDOT in eminent domain cases, including a service station on Route 46 in Little Ferry Borough, a warehouse on Route 7 in Kearny, and residential uses on Route 18 in Old Bridge. Also prepared a Highlands Impact Assessment Report on behalf of the NJDOT to assess the impacts of the Highlands Water Protection and Planning Act (P.L. 2004, c.120), the Highlands Water Protection and Planning Act Rules (N.J.A.C. 7:38) and the Highlands Regional Master Plan in relation to the proposed acquisition of property for proposed highway improvements in Hampton Borough.

Development of the concept plans for eminent domain cases involves thorough research of the municipal land use ordinance of concern in order to insure that as-of-right development is maximized. State regulations impacting development, such as wetlands and flood hazard areas, also must be researched and their effect on development yield determined. Typically, the plans include a layout of building footprints, as well as parking, landscaping and stormwater detention areas, for the "before acquisition" and "after acquisition" conditions.



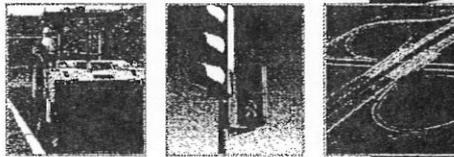
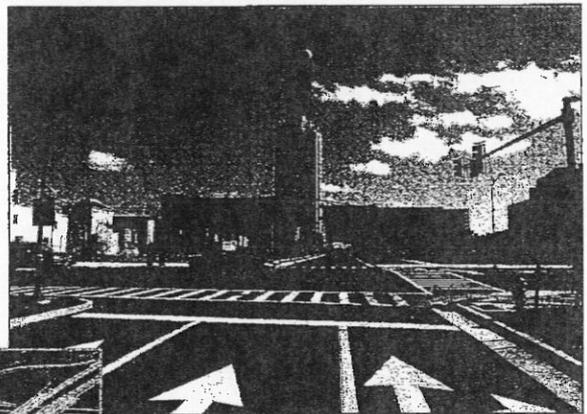
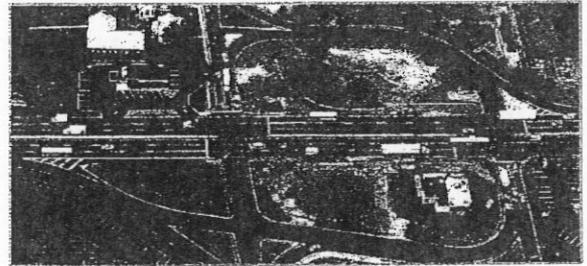
Maser Consulting P.A.



Transportation/Traffic Engineering

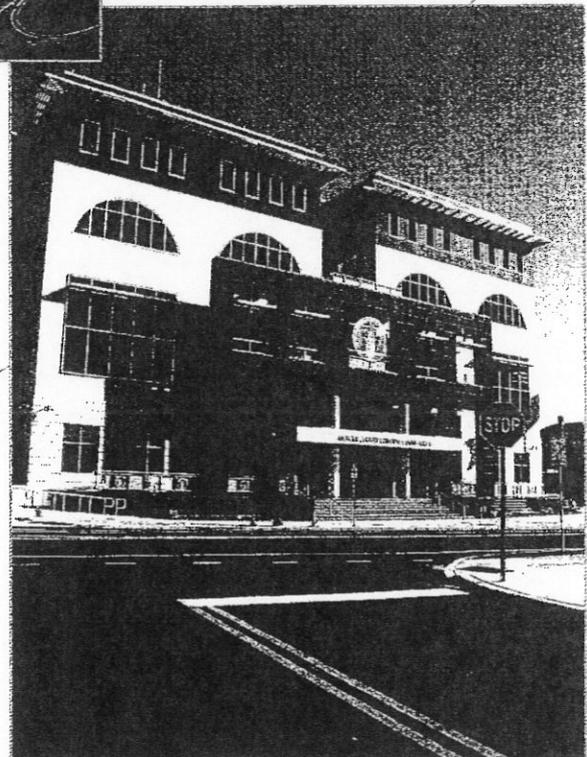
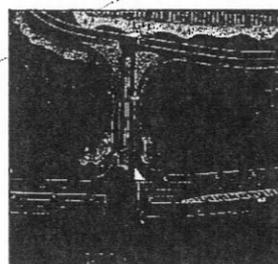
Maser Consulting provides a full spectrum of traffic and transportation engineering services to both the public and private sectors. Our team of experienced professionals offer all aspects of transportation analysis, design, and planning with the added benefit of a diverse set of comprehensive, associated in-house services that seamlessly support our traffic and transportation projects.

Our in-depth knowledge of the regulatory process and our established working relationships with various local, county, state, and federal agencies facilitate successful project completion. Our expertise in performing feasibility studies, concept development, planning and design, construction administration, inspection, traffic improvements and management, helps connect communities with the surrounding environment through effective roadway and transportation design.



Services

- Roadway Design
- Corridor Analysis
- Transportation Planning
- Traffic Impact Studies
- Traffic Signals
- Parking and Traffic Studies
- Wayfinding Sign Systems
- Smart Growth Studies
- Transit Oriented Developments
- Rail Crossing Safety
- Quiet Zones
- Roadway Safety Audits
- Transportation Improvement Districts
- Highway Access Applications
- Expert Testimony
- Noise Studies



JOHN J. JAHR, TSOS

Senior Associate/Assistant Department Manager

EDUCATION

- B.S., Civil Engineer, Rutgers University, NJ

PROFESSIONAL CERTIFICATION

- Traffic Signal Operations Specialist (TSOS)

PROFESSIONAL AFFILIATIONS

- Institute of Transportation Engineers
- American Society of Civil Engineers
- National Academy of Science
- Traffic Signal Operations Specialist

EXPERIENCE

Mr. Jahr has more than 25 years of experience in all aspects of traffic and transportation planning and engineering. His experience includes traffic impact studies, travel demand projections, signal design, roadway construction plans, conceptual highway design, local load design, interstate highway design, ITS Implementation and Deployment, utility engineering, electrical plans, Intelligent Transportation System (ITS) design and implementation, roadway and intersection design, transportation system modeling, traffic data collection, and alternative analysis

PROJECTS

**Essex County
Intersection Design**

Design of nine traffic signal modernizations and two new traffic signals. The project consisted of complete signal, signing and striping redesign of all intersections in the contract. Responsibilities also included construction management and inspection.

**Springfield Avenue Corridor Planning and Improvements
Maplewood Township, Essex County, NJ**

Project Manager responsible for guiding the municipal takeover of Springfield Ave. (Route 124) from NJDOT to Maplewood. Project included substantial NJDOT improvements to Springfield Avenue prior to the Township taking responsibility. Also, interlocal agreements were established, as part of this project, with Essex County for the maintenance of the traffic signals in the project.

**Springfield Avenue Corridor Improvements Phase 1 thru 5
Maplewood Township, Essex County, NJ**

Project Manager responsible for all aspects of landscape planning, traffic improvements and overall project continuity. The project was spread out over many years and as a guiding member of the project team we worked to prepare some of the design plans, review design plans by others and assisted with construction inspection during the final stages of the project.

**Route 1 Traffic Signal Modifications Improvements (NJDOT)
Princeton, Mercer County, NJ**

Task manager for the redesign of four traffic signals, signing, striping and resurfacing of two miles of Route 1 through the Penns Neck area of Princeton. Work also included strategic highway research in the use of new paving materials and their construction, and on site construction supervision and oversight of traffic signal construction



JOHN J. JAHR, TSOS

PennDOT

I-95 Intermodal Mobility Project Design

Responsibilities included the analysis of existing and future operating conditions of I-95. As part of the project, practical extensive research into new and innovative safety improvements (signing, striping, ITS) to minimize the design and construction costs with low maintenance.

Princeton University

Princeton, Mercer County, NJ

Performed various site specific traffic studies and specialized Intermodal Mobility Design Project to evaluate existing pedestrian circulation, mass transit opportunities, and roadway capacity improvements. Designed and implemented various pedestrian safety improvements.

Board Traffic Consultant, Various Locations

Performed review of projects and represents numerous town planning and zoning boards on matters concerning traffic engineering.

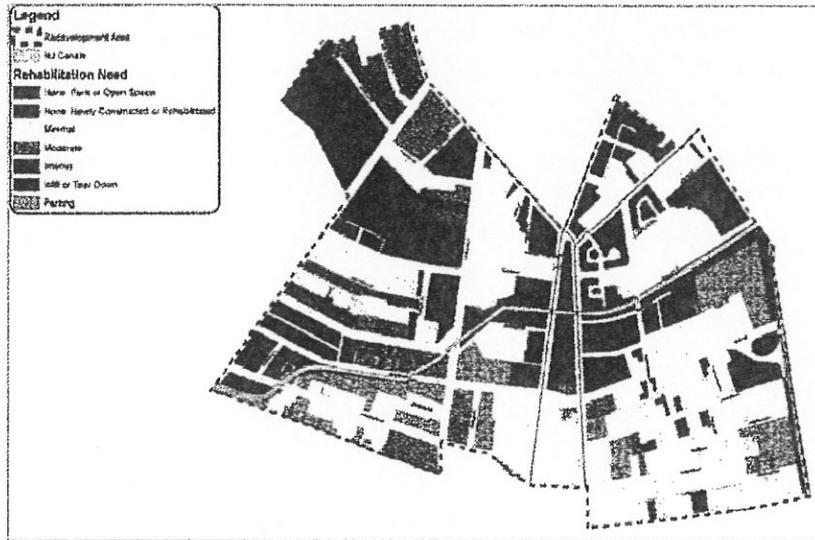
Board Appearances

Has presented expert traffic testimony for over 50 boards in NJ as well as numerous boards in NY, PA and Washington DC. Also, provided expert witness to the Superior Court of New Jersey.



Canal Banks Redevelopment Area Concept Plan

City of Trenton, Mercer County, NJ



Project Highlights

Client:
Summit Developers
210 North Avenue East
Cranford, NJ 07016

Contact:
Nathan Allen, Ph.D.

Phone:
908.272.4412

Completion:
2010

Project Description

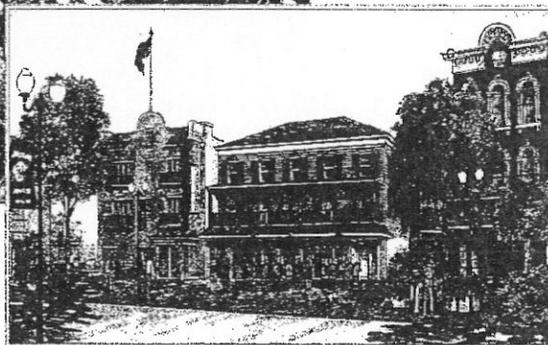
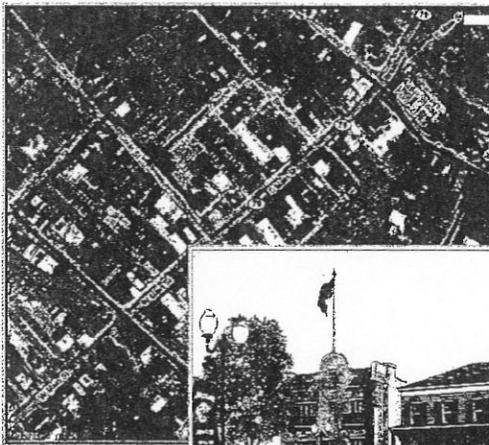
Commissioned by Summit Developers to prepare a concept plan for the Canal Banks Redevelopment Area, a 170-acre area of Trenton's Capital District. The concept plan identifies areas and policies for rehabilitation of city-owned properties and bank-owned foreclosed properties and the construction of infill homes and businesses consistent with an architectural design code; development of new housing units and live/work units; greening of the streets; business incubator and culinary arts program with existing colleges, and opportunities for parks and non-profit group participation.

Services Provided

- Design Guidelines
- Ordinance Recommendations
- Conceptual Drawings
- Architectural Design Code
- Landscape Architecture
- Streetscape Design
- Signage

Freehold Downtown Core Rehabilitation Area & Redevelopment Plan

Borough of Freehold, Monmouth County, NJ



Project Highlights

Client:

Borough of Freehold
51 West Main Street
Freehold, NJ 07728

Contact:

Joseph Bellina
Borough Administrator

Phone:

732.462.4200

Consulting Value:

\$23,000

Years of Service:

1998-Present

Project Description

Developed a factual analysis that led to the designation of several blocks situated in the core of Freehold's Downtown along Main Street between Throckmorton Street and Sherriff Street as an Area In Need of Rehabilitation. The area was dominated by surface parking lots and underutilized retail buildings that also formed the core of the Downtown Historic District.

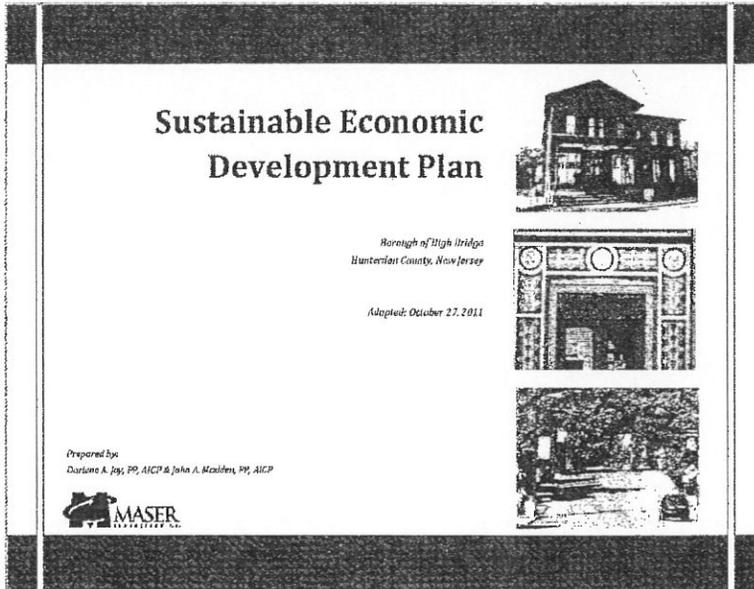
A redevelopment plan was developed for the area that provided for a wide variety of dwelling unit types, as well as mixed use buildings. The Plan provides the framework for a public-private partnership involving the Borough, Monmouth County and a private developer to redevelop the surface parking lots, most of which are controlled either by the Borough or the County, as infill mixed-use development that would revitalize the downtown core and fill in the voids in the street wall, consistent with LEED-ND standards.

Services Provided

- Rehabilitation Assessment
- Design Guidelines
- Redevelopment Planning
- Signage Ordinance

Sustainable Economic Development Plan

Borough of High Bridge, Hunterdon County, NJ



Project Highlights

Client:
Borough of High Bridge
71 Main Street
High Bridge, NJ 08829

Contact:
Douglas Walker
Borough Administrator

Phone:
908.638.6455 x26

Years of Service:
2010 – 2011

Project Description

In 2010, the Borough of High Bridge was awarded a grant from the New Jersey Highlands Council to prepare a Sustainable Economic Development Plan Element. The purpose of the plan was to develop a proactive economic development strategy that imports financial capital into the Borough while protecting natural and historic assets. The four-phase process included examining existing conditions, preparing and distributing surveys, conducting a public workshop and drafting the plan. Throughout the process the public was engaged through a variety of tools and mediums.

The resulting plan is based upon the existing conditions analysis and the information provided by the public. The plan focuses on diversifying High Bridge's economy by utilizing existing assets to transform the Borough into a destination for cultural/heritage tourism and outdoor recreation. Five overall goals guide the plan, which are supported by more than 40 strategies and actions. An implementation matrix was composed to prioritize actions, assign responsible entities and establish indicators to measure progress.

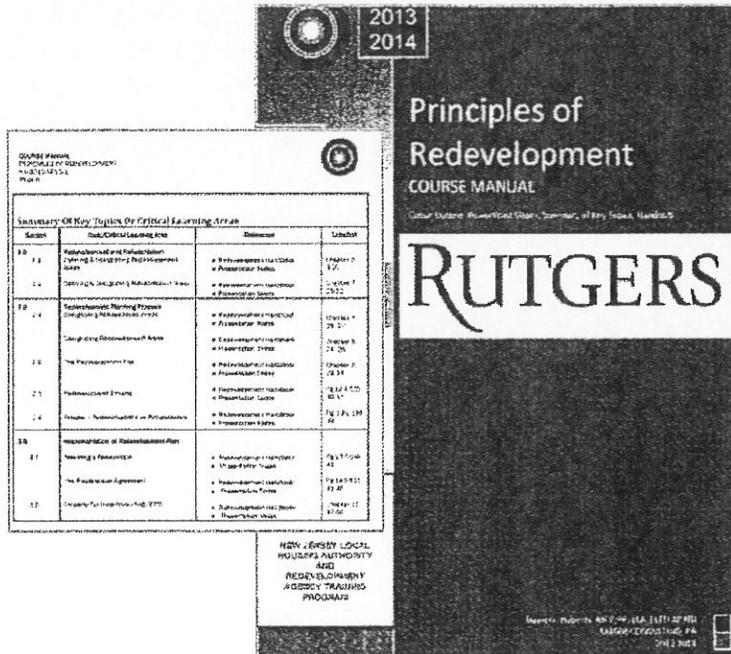
Services Provided

- Ordinance Recommendations
- Public Outreach
- Market Potential Assessment



New Jersey Local Housing Authority & Redevelopment Agency Training Program

City of New Brunswick, Middlesex County, NJ



Project Highlights

Client:
Rutgers University
303 George Street
New Brunswick, NJ 08901

Contact:
Anthony D. Petracca

Phone:
732.932.3640

Consulting Value:
\$7,600

Completion:
2014



Project Description

Selected by Rutgers University's Center for Government Services for development and instruction of "Principles of Redevelopment" course over the two-year contract period of 2013-2014. David G. Roberts, AICP, PP, LLA, LEED AP ND, serves as Maser Consulting's instructor and had originally created the course outline in 1997 and has served as the course's principal instructor since that time, except for a two-year hiatus between 2010 and 2012.

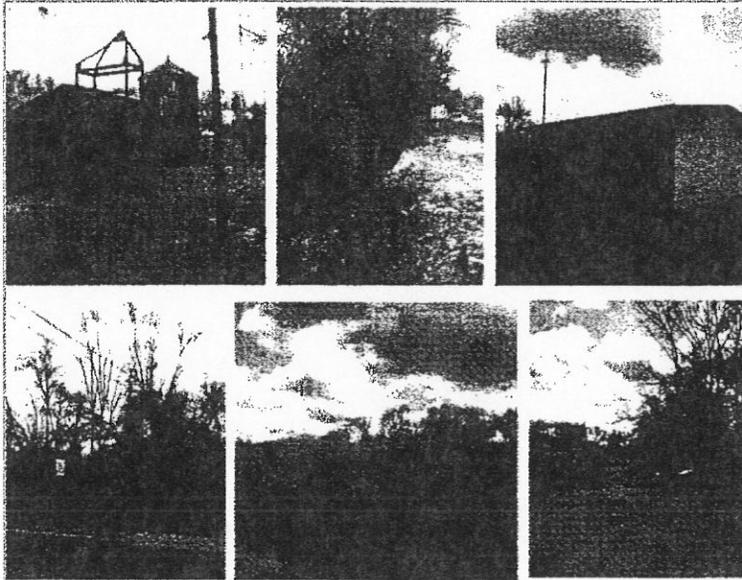
The course is part of a mandatory training program for commissioners and executive directors of redevelopment agencies and housing authorities acting as redevelopment entities.

Services Provided

- Curriculum Development
- Instruction
- Development of Course Materials

Route 31 Redevelopment Study

Borough of Pennington, Hunterdon County, NJ



Project Highlights

Client:
Borough of Pennington
30 North Main Street
Pennington, NJ 08534

Contact:
Thomas Ogren
Councilman

Phone:
609.737.0276

Completion:
2013

Project Description

Retained in 2013 to complete a Redevelopment Study for three lots owned by the Borough of Pennington. The study, funded by the Delaware Valley Regional Planning Commission, required a short, six-month work program. The project was guided by a Grant Oversight Committee, and public information meetings were also held to solicit feedback from residents and business owners during the course of the project. Maser Consulting examined the land use issues and existing zoning surrounding the Study Area. GIS mapping technology was used to understand the Area's development feasibility due to steep slopes, wetlands, streams, and associated buffers. An economic analysis was completed to determine the market potential within the Borough. Socio-economic characteristics and retail segments with room for growth were also analyzed.

Two alternative development scenarios were prepared based on the results of the feasibility analysis. Subsequently, land use and design standards were crafted to implement the development scenarios. Requirements for uses, bulk standards, accessibility, signage, and landscaping were detailed. Finally, a traffic impact study was completed, which identified the potential impacts of redeveloping the Study Area and improvements necessary to support future development.

Services Provided

- Public Outreach
- GIS Mapping
- Market Potential Assessment
- Design Guidelines
- Land Use Analysis & Ordinance Recommendations
- Traffic Analysis and Planning

Redevelopment and Revitalization Guidelines

Township of South Hackensack , Bergen County, NJ



Project Highlights

Client:

Township of South Hackensack
22 Philips Avenue
South Hackensack, NJ 07606

Contact:

Walter Eckel, Jr.
Mayor

Phone:

201.440.1815

Completion:

2008

Project Description

South Hackensack was awarded a Smart Future Grant from the Office of Smart Growth to prepare a redevelopment plan improving the physical and visual amenities associated with the business districts in the Township. Three study areas were investigated: the Route 46 corridor, Garfield Park section of the Township and the area along Huyler Street south of Route I-80. A field inspection and photo inventory was conducted of all three areas and tax records researched to determine if any of the study areas would qualify as areas in need of redevelopment.

Rather than declare the three areas to be areas in of redevelopment, the Township's Planning Board proposed to encourage private revitalization and redevelopment. Toward that end, streetscape and façade design guidelines were prepared to guide new development and were incorporated as an amendment to the Township Master Plan. These guidelines reflect a future vision for each of the study areas. In addition to the streetscape and façade guidelines, zoning recommendations and planning standards for each of the study areas were included that encourage new mixed-use development and promote compatible land uses.

Services Provided

- Design Guidelines
- Ordinance Recommendations
- Conceptual Drawings
- Parking Standards
- Pedestrian Facility Design
- Landscaping Recommendations
- Signage
- Streetscape Design

City Of Hoboken

RFP -14 - 06

**Professional Services –Professional Planner for
Redevelopment Plan for Hoboken Post Office Site**

Required by owner	Submission Requirement Checklist	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	One (1) original, three (3) copies and one (1) electronic copy of submission on compact disk ("CD") or USB key ("thumb drive")	
<input checked="" type="checkbox"/>	Proposal Forms	
<input checked="" type="checkbox"/>	Appendix B – Americans with Disabilities	
<input checked="" type="checkbox"/>	Mandatory Affirmative Action Compliance Language	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 - Acknowledgement	
<input checked="" type="checkbox"/>	Nuclear – Free Hoboken Ordinance	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Addenda (um) Forms (where applicable)	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input checked="" type="checkbox"/>	Proof of Business Registration Certificate	
<input checked="" type="checkbox"/>	Insurance Certificate or Certification of Agent	
<input checked="" type="checkbox"/>	Submission Requirement Checklist	

***This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.**

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

Date: May 14, 2014

To: Hoboken City Council

Cc: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

From: Brandy Forbes, Community Development Director *BF*

Subject: Award of Contract for Post Office Redevelopment Plan

The City recently advertised a Request for Proposals (RFP) for a redevelopment plan for the Post Office Rehabilitation Area.

For background, the Post Office Site was designated as an Area in Need of Rehabilitation in October 2012. Since Superstorm Sandy hit immediately after that designation and the site is in such close proximity to the Hudson River, the City was awaiting the flood elevation map revisions before preparing a plan in order to consider necessary flood damage prevention measures during the planning process. Now that the Advisory Base Flood Elevation maps have been adopted, the City is interested in having the redevelopment plan prepared for this rehabilitation area.

The RFP was advertised in early April and proposals were received on April 29, 2014. One proposal was received. The City conducted an internal review and determined that the proposal from Maser Consulting was thorough and demonstrated their expertise in preparing redevelopment plans for rehabilitation areas, matching the scope of work needed for the Hoboken plan.

Pending the adoption of the amended budget, the recommendation is to award the contract for Professional Planner for Redevelopment Plan for Hoboken Post Office Site to the consultant Maser Consulting for a total dollar amount not to exceed \$63,430.00.

A copy of the proposal is included in your City Council agenda packets, as well as the resolution to award. If you have any questions regarding this proposal or recommendation or the process itself please feel free to forward them in advance of the meeting to Business Administrator Quentin Wiest so that we will be sure to address those inquiries at or before the meeting. Thank you.

Introduced by: _____
Seconded by: _____

[Handwritten signatures]

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

**RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MASER
CONSULTING AS PROFESSIONAL PLANNERS FOR THE WESTERN EDGE
REDEVELOPMENT PLAN TO THE CITY OF HOBOKEN TO COMMENCE MAY 22, 2014 AND
EXPIRE MAY 21, 2015 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$49,450.00**

WHEREAS, service to the City as Professional Planner 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 a Professional Planner for the Western Edge Redevelopment Plan in accordance with the Fair and Open Process, which Maser Consulting responded to, and the City now seeks to contract with the firm for said services; 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,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$49,450.00 is available in the following appropriations 4-01-21-181-036 in the CY2014 budget, upon final adoption of said budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2014 budget.

Signed: *[Handwritten Signature]*, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract with Maser Consulting to represent the City as Professional Planner to the Western Edge Redevelopment Plan be awarded, for a term to commence May 22, 2014 and expire May 21, 2015, for a total not to exceed amount of **Forty Nine Thousand Four Hundred Fifty Dollars (\$49,450.00)**; 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.

Reviewed:

[Handwritten Signature]
Quentin Wiest
Business Administrator

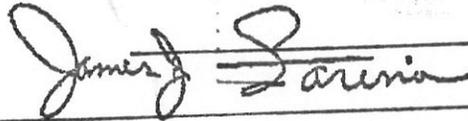
Approved as to Form:

[Handwritten Signature]
Melissa Longo, Esq.
Corporation Counsel

Meeting Date: May 21, 2014

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Council 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: MAY 21 2014



CITY CLERK

Budget Account Maintenance

Account: 4-01-21-181-036 Desc: Professional Services - Redevelopment Cap Flag:

Acct Type: Sub Fund Type: Budget Class: 1 Class: 02

Activity: Misc G/L Accounts: Adopted Budget Detail

Activity To Date		Budgeted		Expended		Current Period	
Encumber	Expended	Balance	Trans-In	Trans-Out	Reimburse	Cancel	Balance
85,256.11	5,243.89	170,146.50	79,646.50	.00	.00	.00	.00
Trans-In							
Trans-Out							
Reimburse							
Cancel							

Control Balance: 77,896.50 Control Requested Balance: 77,896.50

MASER 63,430.00
BAL 14,466.50

Customer Loyalty
through Client Satisfaction



Response to Request for Proposal for:

City of Hoboken

RFP 14-04 Professional Services

Professional Planner for Redevelopment Plan

For Hoboken Western Edge Area

Submitted by:

Maser Consulting P.A.

331 Newman Springs Road

Suite 203

Red Bank, NJ 07701

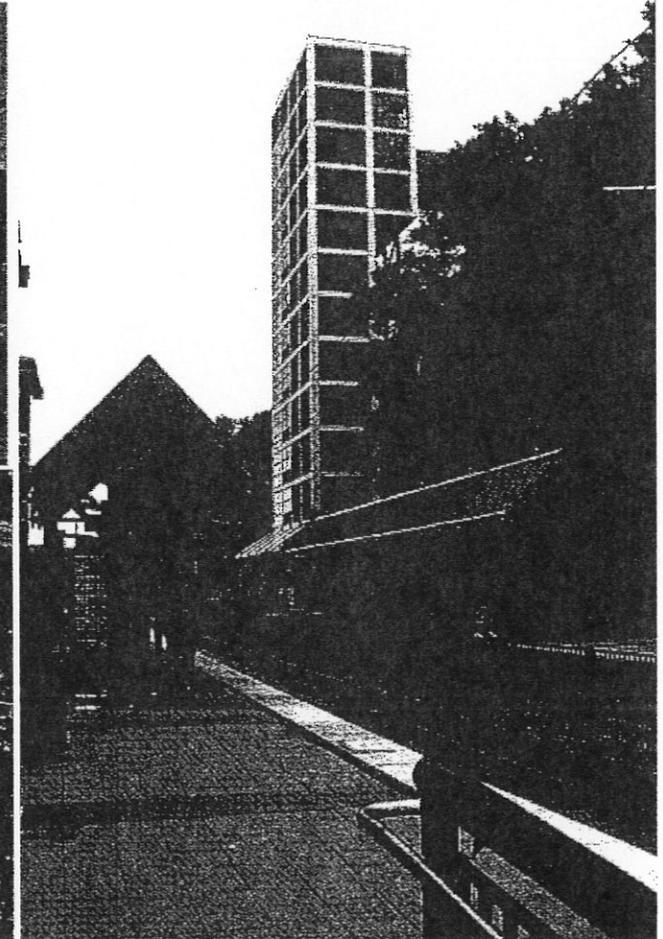
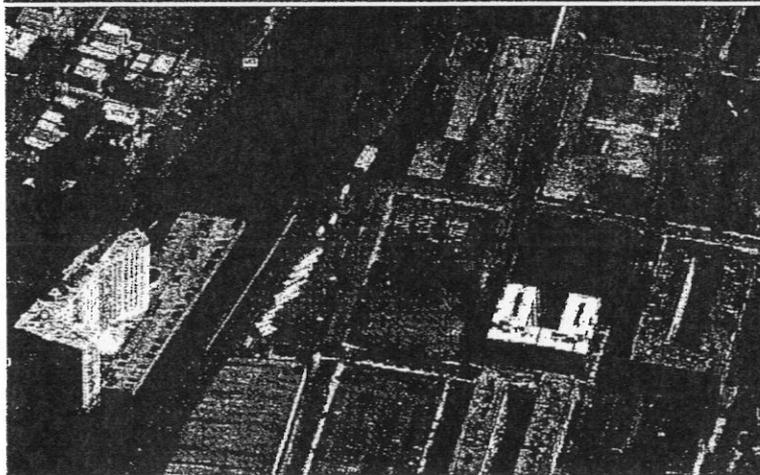
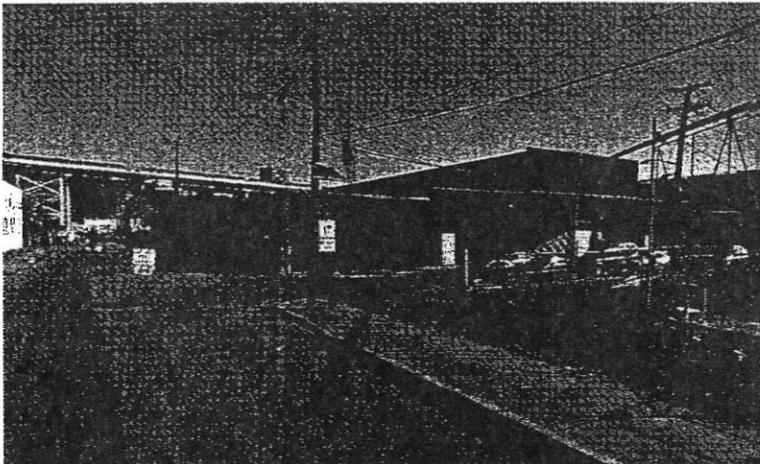
In association with:

EFB Associates, LLC

Camoin Associates

Resurgent Sustainability Consultants

April 2013 | Proposal # 14000536P





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

April 1, 2014

Mr. Al Dineris, QPA, Purchasing Agent
Division of Purchasing
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Response to Request for Proposal for RFP 14-04
Professional Planner for Redevelopment Plan for Hoboken
Western Edge Area
City of Hoboken, NJ
MC Proposal No. 14000536P

Dear Mr. Dineris:

Maser Consulting P.A. is pleased to submit this proposal in response to your RFP #14-04 for a Professional Planner for Redevelopment Plan for Hoboken Western Edge Area in the City of Hoboken. Maser Consulting has teamed with EFB Associates, LLC; Camoin Associates; and ResurgInt Ecological and Sustainability Consultants. We believe this team will provide the City an effective combination of knowledge of the project area, infrastructure, redevelopment principles and regenerative/sustainable design. The Team is very knowledgeable of the City and Planning Board sustainability policies and vision.

Andrew R. Hipolit, P.E., PP, CME of Maser Consulting will be the Principal-in-Charge, contributing his extensive knowledge and experience with the City's water, wastewater and stormwater infrastructure, and his familiarity with the Hoboken Planning Board. Leading the overall project will be David G. Roberts, P.P., AICP, LLA, LEED AP ND, for Maser Consulting, with support from Eileen F. Banyra, P.P., AICP, CBSA Principal of EBF Associates (EFB). Mr. Roberts is unique among licensed professional planners and landscape architects in New Jersey because he is also credentialed with the Neighborhood Development Specialty (LEED AP ND). He has incorporated the principles of LEED for Neighborhood Development in all of his most recent development projects. Eileen Banyra has served as the Planning Board Planner for many years. EFB prepared the 2010 Reexamination Report for the City. Sylvia Kovács of ResurgInt, who worked with Ms. Banyra on the 2010 Reexamination Report focusing on the importance of regenerative planning and restorative design in future redevelopment efforts in the City, will lend her sustainability expertise to the Redevelopment Plan. The national and regional economic expertise of Camoin Associates will ensure a successful and economically feasible planning effort.



Al Dineros, QPA
MC Proposal No. 14000536P
April 1, 2014
Page 2 of 2

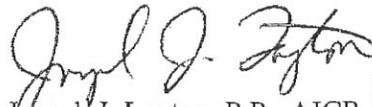
The Western Edge is an excellent Redevelopment Area opportunity to incorporate the great deal of thought and work that had gone into the many resiliency recommendations that went into the 2010 Reexamination Report. Maser Consulting will apply our expertise in LEED for Neighborhood Development (LEED-ND) and green stormwater design and management to develop a sustainable redevelopment plan for the Western Edge. Our Team will look to build resiliency into each aspect of the Western Edge Redevelopment Plan with the desire for replicability and scalability. We will approach this Plan with systems thinking, looking to adaptive ecological management techniques as it relates to ecosystem functionality, public health and safety, economic development and disaster preparedness/management which would reduce risks to the City's population.

Maser Consulting certifies that the insurance requirements as stated in the RFP will continue to be met during the term of this contract.

We appreciate the opportunity to submit our proposal and look forward to the opportunity to provide professional services to the City of Hoboken. If you have any questions, please feel free to contact me (908) 238-0905 ext. 4616 and visit our website at www.maserconsulting.com.

Very truly yours,

MASER CONSULTING P.A.


Joseph J. Layton, P.P., AICP 
Senior Principal

JLL:dc
enc.

cc: Dave Roberts, P.P., AICP, LLA
Andrew Hipolit, P.E., PP, CME

\\njncad\proposals\2014\14000536p\140401\jll_dineros.docx

Table of Contents

Section 1	Scope of Services
Section 2	Project Schedule
Section 3	Corporate Profile Firm Overview Office Locations Firm Advantages Services
Section 4	Key Personnel Organizational Chart Resumes
Section 5	References & Relevant Planning Experience
Section 6	Cost Proposal
Section 7	Required Forms & Certificates



SECTION 1

PROJECT UNDERSTANDING

In 2006, pursuant to the NJ Local Redevelopment and Housing Law (LRHL) and per the direction of the Hoboken City Council, an investigation was prepared and a public hearing was held by the Planning Board, which recommended that the Western Edge study area qualified as an Area in Need of Redevelopment. The Redevelopment Area boundaries were adopted by the City Council in July 2007.

A draft redevelopment plan was prepared for the City in September 2008. The draft plan, however, was met with significant public resistance because it did not incorporate the residents' concerns. Major criticisms of the plan included the excessive height of the buildings, inadequate amount and location of open space, and the lack of a cohesive plan for a community center. As a result, the draft plan was never adopted. A revised plan, prepared in September 2010, was presented to City Council, but also was not adopted due to concern with the types and square footage of uses proposed. A market analysis of the uses proposed in the September 2010 draft plan was drafted in 2011, but was not finalized.

The City is now interested in revising and adopting a redevelopment plan for the Western Edge. The information that was gathered and the draft market analysis, as well as the September 2010 draft redevelopment plan, will be made available to assist in the preparation of a revised redevelopment plan per this scope of work.

Maser Consulting P.A. has teamed with EFB Associates, LLC (EFB), ResurgInt Ecological Sustainability Consultants and Camoin Associates; to collaborate on this important redevelopment planning initiative for the Western Edge Area. These firms, hereafter identified as the Team, are pleased to submit a proposal responding to the Request for Proposals (RFP) for "Professional Services – Professional Planner for Redevelopment Plan for the Hoboken Western Edge Area."

The Team assembled has both the commitment to, and understanding of, redevelopment planning for designated redevelopment areas and rehabilitation areas, as well as unparalleled knowledge and familiarity with the City of Hoboken and its various redevelopment initiatives. EFB has served as the Planning Board Planner for many years and prepared the 2010 Reexamination Report for the City with the assistance of Sylvia Kovács of ResurgInt. Andrew R. Hipolit, PE, PP, CFM, of Maser Consulting, prepared the engineering analysis of the water and sewer infrastructure for various areas of the City including redevelopment areas. As the Board Planner and Board Engineer respectively, Mr. Roberts and Mr. Hipolit have direct input into various sustainability efforts currently before the Planning Board.

In addition, the RFP states a preference for "experience planning for USGBC/LEED". EFB Associates has advised the City on a variety of sustainable planning and design policies and Ms. Banyra is a nationally certified Sustainable Building Advisor (CSBA). Maser Consulting is a premier design firm that features a core group of professionals from various disciplines with either LEED AP or LEED GA training or credentials. The Maser Consulting Project Manager, David G. Roberts, is not only licensed as a professional planner and landscape architect, but is uniquely qualified as a NJ licensed planner and landscape architect that is also a LEED Accredited Professional with LEED Specialty Credentials in both Neighborhood Development (LEED AP ND) and Building Design & Construction (LEED AP BD&C). Sylvia Kovács is a professional with 20 plus years of expertise in balancing the four tenets of sustainability: economic, environmental, social equity and governance.

Mr. Roberts is a well-known expert on redevelopment in New Jersey. Many of his most recent redevelopment plans (Roselle, Bloomfield, Roseland, Newark, Belmar) apply various levels of the LEED-ND Rating System within the design criteria of the redevelopment plan and incorporate some Area in Need of Rehabilitation designated areas. He has written and spoken widely for the NJ Chapter of the American Planning Association (APA-NJ); The New Jersey Redevelopment Authority Redevelopment Training Institute (NJRA-RTI); and the NJ Chapter of the US Green Building Council (USGBC-NJ) about the applicability of LEED-ND to both redevelopment and rehabilitation areas and included a chapter on "Sustainable Redevelopment" in the Second Edition of The Redevelopment Handbook, which he co-authored for the NJ Department of Community Affairs and APA-NJ. Mr. Roberts also authored the



Symphony Hall West Redevelopment Plan for the City of Newark and the Lincoln Park Coast Cultural District (LPCCD), which became the first (and still the only) LEED-ND Stage 2 Gold neighborhood as a pilot during the development of the LEED-ND Rating System.

Mr. Hipolit is a Certified Floodplain Manager, also a preferred qualification in the RFP, and currently serves as the Hoboken Planning Board Engineer. He has worked in Hoboken for many years and has unparalleled knowledge of the underground infrastructure and stormwater management challenges to redevelopment in the City. He will be joined by Mr. Antony La Rosa P.E., CME, who is a recognized expert in green street stormwater infrastructure technology. Mr. LaRosa is responsible for numerous green street initiatives for stormwater management in Philadelphia, P.A. which has been in the forefront of developing alternative technologies to effectively manage stormwater runoff in an environmentally sustainable manner.

Camoin Associates has extensive experience developing targeted economic development strategies for communities and regions including urban, suburban, industrial, and downtown environments in 17 states. Camoin Associates has access to the **highest quality and most comprehensive set of economic and market data** available today. This enables them to present the most accurate and complete picture of the market trends in the City and region. It also enables them to repurpose time and effort from the data collection phase to analysis and implementation.

In New Jersey, Camoin has been conducting an economic study of the northeastern region, including the City of Hoboken, for Thomas Edison State College and the New Jersey Urban Mayors Association over the past year. Camoin is nationally known for its expertise in economic development, economic market research, and site specific financial analysis. For purposes of providing a "reality check" for the Western Edge Redevelopment Plan, Camoin Associates would bring their expertise to the table at two stages: 1) Evaluation of land use alternatives under consideration for inclusion in the Plan for market feasibility; and 2) Testing hypothetical development and financing proformas of alternative development scenarios to ensure a strong response by either property owners or prospective developers.

The Team has a unique skill set to help guide the City toward the development of a redevelopment plan for the Western Edge area that can be used to guide the Administration and boards and truly be appropriate for a compact urban community like Hoboken. The Team members of Maser Consulting and EFB both have a deep longstanding commitment to environmental issues and a breadth of knowledge that will provide and convey a solid understanding of the Local Redevelopment and Housing Law (LRHL), and a thorough knowledge and understanding of environmental systems and their application to the tenets of sustainability. The Team will provide a unique and integrative approach to development of a plan that not only addresses the statutory requirements of N.J.S.A. §40A:12A-7, 8 and 14, but a thorough and comprehensive public vetting process to tailor the redevelopment plan to the needs and ideals elicited from the community.

Our team will look to build resiliency into each aspect of the Western Edge Redevelopment Plan with the desire for replicability and scalability. Understanding that 150 years ago Hoboken was an island and that climate disruption might attempt to inundate the city and revert it occasionally to its natural form, we will approach this Plan with systems thinking, looking to adaptive ecological management techniques as it relates to ecosystem functionality, public health and safety, economic development, and disaster preparedness/management which would reduce risks to the City's population.

The Western Edge is an excellent Redevelopment Area opportunity to incorporate the great deal of thought and work that had gone into the many resiliency recommendations that went into the 2010 Reexamination report that two of our Team members worked on. In reviewing relevant documents and other data/projects, i.e., the city of Hoboken's 2010 Reexamination Report, Hoboken's Resiliency Plan, the "Green Plan", Rebuild By Design and Together NJ work, etc., we will bring to this Plan expertise not only from an ecological systems approach but also from one of good governance and leverage/promote other work already being done. In particular, we will be looking to use appropriate technologies/techniques, i.e. distributed energy generation and micro-grids that can add to climate





disruption resiliency. We will evaluate sustainability components from a local and regional perspective, i.e., County plans for the 14th Street Viaduct and the Cognis-Henkel parcel with the idea of moving beyond the "active" and "passive" framework usually associated with open space.

TEAM LEADER DESCRIPTIONS & PROJECT APPROACH

The Team assembled above provides the City of Hoboken with a unique and specialized skill set which we believe is ideally suited for the City's desired outcome for this project as expressed in the RFP.

Team Leaders

Leading the overall project will be David G. Roberts, PP, AICP, LLA, LEED AP ND, for Maser Consulting, with support from Eileen F. Banyra, PP, AICP, CSBA, Principal of EFB Associates. The collaboration of the current and prior Hoboken Planning Board Planner brings unparalleled depth of urban experience, knowledge and creativity to this project, as well as thorough familiarity with Hoboken and the Western Edge Rehabilitation Area.

Supporting them will be the multi-disciplinary team from Maser Consulting, including the Planning Board Engineer, Andrew Hipolit assisted by Anthony LaRosa, and the Maser Consulting Traffic and Transportation Group, led by John J. Jahr, TSOS. Support for the critically important economic underpinning of the Western Edge Redevelopment Plan would come from Camoin Associates.

While resumes of the project team are included in a later section of this Proposal, a summary of the Team's respective duties are identified as follows:

Planning Team Leaders

David Roberts, AICP, P.P. L.L.A., LEED AP ND, served as the City Planner and Landscape Architect for the City of Asbury Park from 1985 to 1995 and has led redevelopment efforts in cities such as Newark, East Orange and Camden. Mr. Roberts has an expansive foundation in the challenges facing densely populated urban communities with diverse neighborhoods, waterfronts, historic buildings/districts, aging housing stock and infrastructure, and limited resources. He is specialized and recognized statewide as a leading expert in redevelopment, having worked with many of the attorneys in New Jersey who specialize in redevelopment law. Working through Andrew Hipolit, he advised Hoboken's Planning Board's professionals on rehabilitation area issues related to the Southwest Redevelopment Investigation and the Neumann Leathers rehabilitation area investigation. Mr. Roberts is a LEED Accredited Professional and is unique among licensed professional planners and landscape architects in New Jersey because he is also credentialed with the Neighborhood Development Specialty (LEED AP ND). He has incorporated the principles of LEED for Neighborhood Development in all of his most recent redevelopment. For Hoboken, the focus of the Mayor and Council on increased and enhanced urban open space and recreation opportunities is articulated in the Neighborhood Pattern and Design (NPD) Credits of LEED-ND.

Mr. Roberts will be co-facilitating the stakeholder meetings with Ms. Banyra with support from the exceedingly experienced group of licensed professional planners at Maser Consulting. He will also serve as the Team's expert in utilization of LEED rating systems and assist the Maser Consulting engineering team members on applying LEED Best Practices to transportation, pedestrian-bicycle mobility and connectivity, water, wastewater, and stormwater recommendations in the Western Edge Redevelopment Plan.

Eileen Banyra PP, AICP, CSBA, has significant knowledge of the community planning and process having worked in the major cities in the State (Paterson, Newark, Summit, Clifton), as well as the City of Hoboken. Ms. Banyra served in the capacity as the Planner for the Hoboken Planning Board for over 10 years and is currently the Planner for the Hoboken Zoning Board of Adjustment. She understands the issues, planning policies, and neighborhoods, as well as the passions and involvement of the City's residents and stakeholders. She authored the study for the Neumann Leathers Rehabilitation Area, the



2010 Reexamination Report and has been instrumental in shaping the City's land use policies and initiatives, addressing development/redevelopment issues and infusing environmental initiatives into the development process. As a nationally certified sustainable building advisor, Ms. Banyra will also help to facilitate and evaluate the research, data and design standards that result from the stakeholder and visioning meetings. EFB Associates has advised other municipalities and private clients on redevelopment and sustainable issues as well. Ms. Banyra will provide support to Mr. Roberts on the history of the Western Edge Redevelopment Area and coordinate stakeholder outreach and facilitation.

Engineering Team Leader

Andrew R. Hipolit PE, PP, CME, has intimate knowledge of the City's infrastructure and has performed the water, sewer, and stormwater studies related to the designation of both rehabilitation areas that will be the subject of the Neumann Leathers Redevelopment Plan. Mr. Hipolit has served in the capacity of development review or construction review of projects as either City or Planning Board Engineer for over 15 years. His knowledge extends into Hudson County, where he has also developed professional relationships with both Hudson County Sewage Authority and Hudson County engineering department staff. Mr. Hipolit's professional knowledge of best management practices for all water quality and quantity related issues (stormwater, potable, sewage, tidal, floodwater) and the utilization of green infrastructure will further support the community's efforts. Mr. Hipolit will also provide engineering guidance to the energy efficiency components of the Western Edge Redevelopment Plan. He has overseen energy audits and energy efficiency efforts for other municipal clients, such as the Borough of New Providence.

Traffic-Transportation Planning & Engineering

John Jahr has more than 25 years of experience in all aspects of traffic and transportation planning and engineering. His experience includes traffic impact studies, travel demand projections, utility engineering, Intelligent Transportation System (ITS) design and implementation, roadway and intersection design, transportation system modeling, traffic data collection, and alternative analysis. He and Mr. Roberts collaborated on land use and transportation planning for Maplewood Village, the Watsessing Station TOD in Bloomfield, the Route 31 Redevelopment Study in Pennington and a draft redevelopment plan for a portion of the Roseville neighborhood in Newark, among others.

Economic Market Analysis

Michael N'dolo CEcD of Camoin Associates will be the team leader for the economic market analysis. Mr. N'dolo's understanding of the relationship between development and municipal finance, as well as his experience leveraging the benefits of commercial and industrial tax incentives will bring a vital financial perspective to the Western Edge Redevelopment Area Study. Of particular interest to Mr. N'dolo is working with communities to better understand the fiscal implications of their planning efforts, both comprehensive plans and economic development strategic plans. His ability to help communities recognize the impact of economic development initiatives on an "average" taxpayer has been an invaluable asset to the firm as Camoin Associates works to develop economic development strategic plans that are based in reality and fully implementable.

PROJECT APPROACH

The scope of services shall include the following:

Task 1.0 Visioning and Consensus Building Meetings

a. Internal

Meetings with City officials throughout the project as needed (a minimum of 4 such meetings).



These internal meetings with City officials will be attended by the Team Leaders (Mr. Roberts, Ms. Banyra, and as needed, Mr. Hipolit) with other Team members including subconsultants participating as needed during the course of the development of the redevelopment plan.

b. Stakeholders

One-on-one interviews with individual stakeholder groups (estimated 3 stakeholder groups), holding 2 meetings with each group

The Team Leaders will identify individual stakeholder groups in consultation with the City and develop a schedule for personal interviews with each group or individual.

Summary of Stakeholder Committee Sessions and Projected Outcomes

c. Public Outreach

1. *Coordinating dissemination of project information and meeting notices to the public. Innovative, effective, and low cost methods are encouraged. Preparation of interactive materials (i.e., brochures and/or website) in English and Spanish.*

The Project Manager will coordinate with the City's designated contact person to develop a practical and effective strategy and protocol for communication with the public. Standard electronic methods already in use in Hoboken, such as a project page on the City's website and social media (Facebook and Twitter) will be employed as a minimum, with a project-specific Facebook account linked to the City's Facebook page and Maser Consulting's Facebook page so that events, photos, and messages can be monitored simultaneously by the Team and the City. The City and Maser Consulting also both have Twitter accounts, which would be coordinated in an appropriate way to enable comments to be shared and collected from a fairly wide audience, but filtered to be relevant to the project.

A parallel strategy for non-electronic communication will also be developed, including a drop-off box in City Hall for comment cards and a reserved space on the bulletin board at City Hall for posting meeting notices in English and Spanish. All fact sheets, meeting notices, and handout materials will be separately printed in English and Spanish, and proofread by bilingual Maser Consulting staff.

d. Community Meetings

1. *Meetings with the public to determine the vision for the rehabilitation area, obtain feedback on options, and present the final vision (a minimum of 2 meetings).*

The two Community Meetings are envisioned to take place between Stakeholder Meetings 1 and 2; and after Stakeholder Meeting 2 and prior to the official public meetings outlined below.

The summary for the two Community Meetings is provided in the table below:

Community Meeting	Facilitators	Projected Outcome
First Community Meeting	Team Leaders	<ul style="list-style-type: none"> • Presentation of SWOT Analysis • Discussion of Goals and Objectives • Visioning Exercise



Second Community Meeting	Team Leaders, Camoin Associates and ResurgInt	<ul style="list-style-type: none"> • Presentation of Vision Statement • Market Analysis • Presentation of Draft Redevelopment Plan
--------------------------	---	---

e. Official Public Meetings

1. One (1) presentation to the City Council by the three Team Leaders of the draft redevelopment plan to be forwarded to the Planning Board after introduction.
2. One (1) meeting of the three Team Leaders with the Planning Board for review, questions, and recommendations on the redevelopment plan.
3. One (1) official public hearing of the City Council in compliance with local regulation. The three Team Leaders will be present to respond to public questions and comments at the public hearing.
4. Presentation by the three Team Leaders to the City Council of the final redevelopment plan for their approval.

Task 2.0 Exhibit/Mapping Preparation

Maser Consulting has a complete GIS Department that provides integrated mapping solutions to public clients. In addition, the Project Planner assigned to this project from the Maser Consulting Planning Group is a licensed planner in New Jersey with AICP certification and is fully proficient in GIS mapping. He will be involved in the creation of a base map; handling of data sets, layers, and shape files provided by the City; and the creation of the necessary mapping layers to display the land use infrastructure and design concepts of the Western Edge Redevelopment Plan.

Task 3.0 Economic Analysis

Camoin Associates has been conducting an economic study of the northeastern region, including the City of Hoboken, for Thomas Edison State College and the New Jersey Urban Mayors Association over the past year. For purposes of providing a "reality check" for the Western Edge Redevelopment Plan, Camoin Associates would bring their expertise to the table at two stages: 1) Evaluation of land use alternatives under consideration for inclusion in the Plan for market feasibility with recommendations of alternative uses or use combinations with strong market potential for attracting rehabilitation or redevelopment; and 2) Testing hypothetical development and financing proformas of alternative development scenarios to ensure a strong response by either property owners or prospective developers.

Camoin Associates subscribes to Economic Modeling Specialists, Inc., (EMSI), a proprietary data provider which aggregates economic data from approximately 90 sources. EMSI industry data, in our experience, is more complete than most or perhaps all local data sources (for more information on EMSI, please see www.economicmodeling.com). This is because local data sources typically miss significant employment counts by industry since data on sole proprietorships and contractual employment (i.e. 1099 contractor positions) is not typically included and because certain employment counts are suppressed from BLS/BEA figures for confidentiality reasons when too few establishments exist within a single NAICS code. Furthermore, our data is available to the 6-digit NAICS code over multiple years and, therefore, enables us to establish trends and make projections into the future, whereas local data is usually more limited.

3.1 Market Assessment and Evaluation of Potential Uses:

Camoin's methodology for determining favorable market demand for potential uses for inclusion in the Western Edge Redevelopment Plan is summarized below:



Camoin will build on the regional economic analysis already performed for the Regional CEDS by collecting and analyzing local trends in the City that will impact potential development/redevelopment using several techniques:

a. Existing Conditions

Existing conditions will be described and compared to those reported in previous planning studies done for the City. The purpose of this task is not to compile a comprehensive inventory of every building and every business, but rather to identify things like clusters of similar businesses, new developments, potential impediments to development, areas that seem to thrive, and those that do not, etc. In particular, they will note significant vacancies by location and type.

b. Commercial Development Interviews

Camoin Associates will obtain and review commercial real estate market reports for the City and region produced by national real estate firms such as Collier International and CB Richard Ellis in order to identify current conditions and the types of development underway in the City and region. In addition, Camoin Associates will identify real estate professionals, property owners, leasing agents, and developers who are knowledgeable about the City and/or the regional commercial real estate market. Camoin Associates will conduct up to four (4) phone interviews to obtain existing data on the real estate market, as well as gather anecdotal information about trends and future development potential.

c. Socioeconomic Trends and Consumer Spending Analysis

Camoin Associates will complete a consumer spending analysis including a review of market demographics specifically impacting consumer spending (population, age distribution, and household income, etc.) and retail demand in the trade area. This will include an evaluation of consumer spending patterns and market segmentation information. In addition, the report will compile and analyze retail sales and consumer spending data for the trade area. The analysis will consider the amount of sales leakage (i.e., the demand for goods and services not being met locally). The sales leakage data will be utilized to identify business opportunities and potential niche markets for the site. This data can then be used by the City as part of a business attraction strategy to identify target businesses or companies that may be a good fit for the Western Edge area.

d. Local Residential Market Analysis

Camoin will complete a focused analysis of **residential and mixed-use development** to determine the potential for residential development/redevelopment. In particular, they will examine the extent to which the City could use mixed-use projects that include residential components to enhance economic development. We will gather qualitative and quantitative information on development potential and discuss sample projects with developers and real estate professionals.

3.2 Financial Viability of Development Scenario:

Once the market assessment is complete and the development scenario(s) has been validated by the Stakeholder Committee, Camoin will prepare financial proforma statements on the development scenario(s). Camoin will prepare a financial feasibility study that utilizes projections on price/rental points; construction and operating costs; market capture potential of the proposed uses; and other key economic and financial information developed above. The analyses will estimate pre-tax cash flows to the developer (public and/or private) that will reflect possible leasing and ownership options, and public and private investment requirements.



Task 4.0 Sustainable Stormwater and Green Building Initiatives

Andrew Hipolit has performed the analysis of water and wastewater infrastructure for both designated Rehabilitation Areas in the Southwest Area of Hoboken and will evaluate each of the alternative development scenarios for potential impact on infrastructure for the Western Edge area. Mr. Hipolit is also a Certified Floodplain Manager and has many years of experience dealing with stormwater management issues in Hoboken, as well as the challenges of the combined outfalls. Coordination of new development with infrastructure changes is critical, especially if the goal of integrating one or more new parks and the Green Circuit into the Western Edge Redevelopment Plan can be achieved. Such parks need to be designed as a component of the overall stormwater management strategy to reduce flooding and turn stormwater from a nuisance into an asset. The entire Maser Consulting Team is familiar with green infrastructure and Anthony LaRosa has been added to the team to take advantage of his years of experience with the green streets initiative in Philadelphia. Also, Sylvia Kovács' experience in regenerative and sustainable design will be invaluable as our team looks to build resiliency into each aspect of the Western Edge Redevelopment Plan.

Task 5.0 Traffic, Transportation & Parking Impact Analysis

The Maser Consulting Traffic and Transportation Group, led by John Jahr, will analyze the existing roadway configurations and circulation patterns of all modes (vehicular, pedestrian, bicycle, and bus), as well as current and projected parking supply and demand. We will coordinate with the City's consultant on the Parking Master Plan for all of Hoboken to glean insight into recommendations for parking in the Western Edge area. Transportation relationships within the project area will be assessed. The project team will test the impacts of the alternative development scenarios and recommend mobility improvements for all modes based on the preferred development alternative. Our Team will review and incorporate, as appropriate the recommendations of the City of Hoboken Bicycle and Pedestrian Plan of 2010 and the Jersey City/Hoboken Connectivity Study, completed in 2011 by Hudson County.

Task 6.0 Environmental Rehabilitation Considerations

The area on which Hoboken now sits was an island and has been mostly built on historic fill with some level of environmental contamination in the soils and/or groundwater. The Maser Consulting Team will consult with its Environmental Group regarding any available environmental studies conducted for the Western Edge area to estimate the likely remediation methods and costs based on the uses in the alternative development scenarios. These estimated costs will be provided to Camoin Associates for incorporation into their financial analysis of economic feasibility.

Task 7.0 Redevelopment Plan Preparation

This proposal devotes the majority of its resources into Task 1 (Visioning and Consensus Building) and Task 3 (Economic Analysis). It is expected that the outcome of these two tasks, supported by the input of the other tasks (infrastructure, traffic-parking, and environmental), will generate a preferred development alternative that will frame the development requirements of the Western Edge Redevelopment Plan. The other required components of Section 7 of the Local Redevelopment and Housing Law, will be added as the "Front End" and Back End" of the Plan, with the heart of the Plan being the development requirements and design standards, with an emphasis on Green Building and LEED-ND best practices. Understanding that climate change might attempt to inundate the City and revert it occasionally to its natural form, we will approach this Plan with systems thinking, looking to adaptive ecological management techniques. We will evaluate sustainability components from a local and regional perspective, i.e., County plans for the 14th Street Viaduct and the Cognis-Henkel parcel with the idea of moving beyond the "active" and "passive" framework usually associated with open space. The final document will be made available in a reproducible hard copy and a digital copy to be made available to the public via the City's website and social media as deemed appropriate.



SECTION 2

Description of Abilities to Meet Timeframe

The Maser Consulting Team proposes to lean on the substantial experience and knowledge of Eileen Banyra and Andrew Hipolit with the City of Hoboken, its physical characteristics, building typology and water, wastewater and stormwater challenges, as well as their familiarity with the specific Western Edge Redevelopment Area, to "hit the ground running" in developing a clear, concise Redevelopment Plan. We project two weeks for review of documents and meetings with the City staff, two months for the Visioning and Consensus Building part of Task 1, one month for the Market Assessment and Evaluation of Potential Uses portion of the Economic Analysis; one month for the development of the alternative development scenarios through the combined work under Tasks 4-6 and the Consensus Building of Task 1, and one month for compiling the Draft and Final Regional Rehabilitation Plan with public presentations leading to adoption.

Based on this rather aggressive timeline, we are confident that the document will be completed and adopted within six months from the time of authorization, as required in the RFP.

Past Performance

The various consultants on the Maser Team bring a deep and diverse level of expertise in redevelopment and urban experience to the table. The Project Manager, David Roberts, brings a combination of redevelopment expertise grounded by his ten years as the Director of Planning and Zoning for the City of Asbury Park and 17 subsequent years of working on redevelopment areas, rehabilitation areas and redevelopment plans for scores of municipalities and redevelopers all over New Jersey and in Yonkers, New York.

Mr. Roberts, who is a LEED Accredited Professional with Specialty accreditations in Neighborhood Development and Building Design & Construction, is also a pioneer in integrating LEED for Neighborhood Development (LEED-ND) into redevelopment and rehabilitation plans, which aligns with the City of Hoboken's focus on sustainability. Profiles of these projects are provided in the "Maser Experience" section of this Proposal, along with the diverse and expansive project profiles of the subconsultants on the Maser Team (Subconsultant Information Section). We have also provided "References" for selected clients of urban redevelopment consulting work that was performed directly by Mr. Roberts, both with Maser Consulting and previously, as well as references for EFB Associates, LLC.



SECTION 3

CORE DISCIPLINES

Bridge Engineering
Civil-Site Engineering
Construction Inspection & Administration
Construction Quality Control
Cultural Resources Services
Dam Engineering
Ecological Services
Environmental Services
Geotechnical Engineering
GIS/Asset Management Services
Grants & Funding
Hydrogeologic Services
Land Survey Services
Landscape Architecture Services
Municipal Services
Planning Services
Recreational/Sports Services
Stormwater Management Services
Structural Engineering
Telecommunications
Transportation/Traffic Engineering
Waterfront Engineering
Water/Wastewater Engineering

Office Locations

New Jersey
Headquarters: Red Bank
 Clinton | Hamilton | Logan | Marlton
 Marmora | Mt. Arlington

New York
 Chestnut Ridge | Newburgh | Albany
 Westchester

Pennsylvania
 Bethlehem | Exton | Philadelphia

Virginia
 Sterling

Florida
 Tampa



Maser Consulting P.A. is a privately owned, multi-disciplined, engineering firm with a unique balance of public and private sector experience. Headquartered in Red Bank, NJ, Richard M. Maser, PE, PP, CME, President and Chief Executive Officer, established Maser Consulting in 1984. Over its history, the firm has consistently been recognized nationally by Engineering News Record as one of its *Top 500 Design Firms* and by NJBiz Magazine as one of *New Jersey's Finest*.

Today, Maser Consulting employs over 450 professionals situated throughout the East Coast and has a nationally diversified project portfolio. These pro-active and responsive professionals provide our clients with, clear communication and coordination, cost-effective and efficient leadership, advanced technologies, and a comprehensive approach throughout the entire course of a project.

Maser Consulting is firmly committed to providing our clients with professional services that are on time and within budget. Our project management approach implements established procedures that were developed to embody sound project management practices, are used throughout the corporate enterprise, and are paramount to our successful project completion.

Our team of experts is committed to providing the highest standards of customer service and are driven by our adopted core values:

- Responsiveness
- Customer Service
- Quality
- Accountability
- Value
- Safety

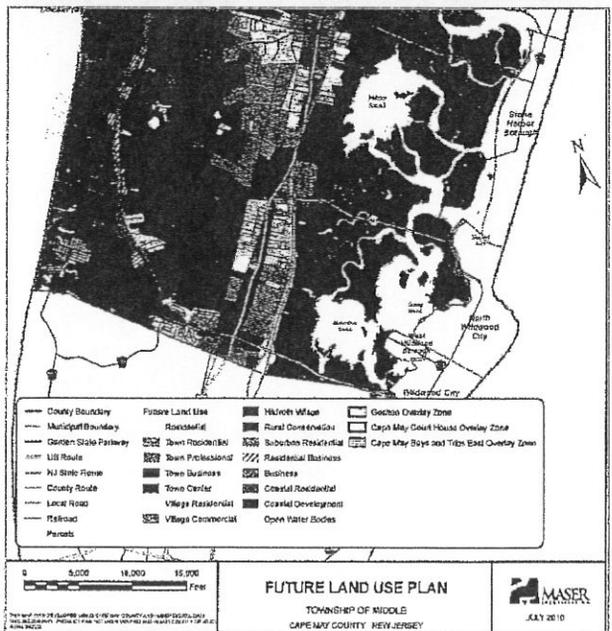
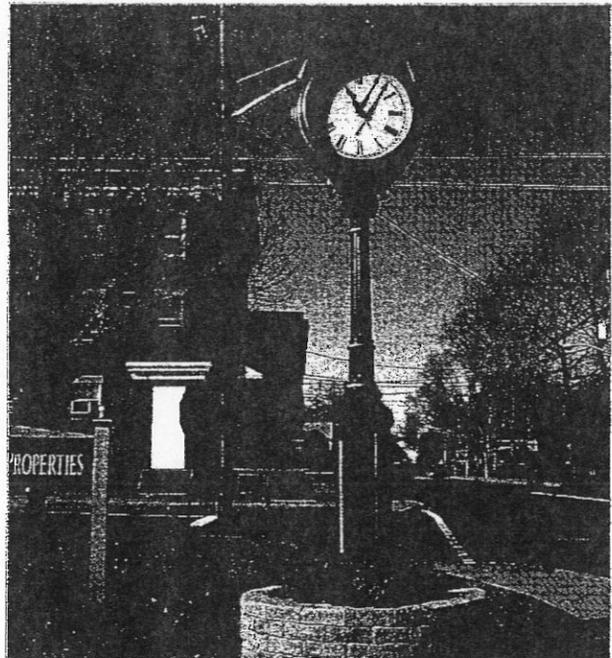
Whatever the extent of your project, include Maser Consulting on your team for exceptional value and outstanding results!



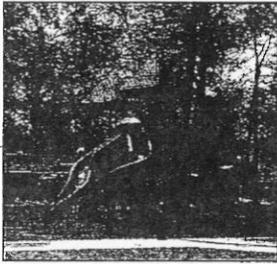
For nearly three decades, Maser Consulting has assisted a vast array of municipal, county, and regional clients in developing and implementing plans for their communities. Our **Professional Planners** dedicate themselves to learning about each municipality, its vision and goals, and its citizens. This focus on the client helps us to identify and apply policies that not only foster economic development, but also balance with community needs, environmental considerations, and historic resource preservation goals.

Why Maser Consulting?

- > In-house expertise to provide Master Plan preparation, zoning ordinance amendments, site plan application review, planning and zoning board representation, land use planning, and sustainable best practices such as LEED for Neighborhood Development
- > Planners thoroughly familiar with NJ Municipal Land Use Law, redevelopment law, NJDEP regulations, Highland Council Regional Master Plan rules, COAH regulations, and Office of Planning Advocacy initiatives
- > A history of holding appointed positions for Planning or Zoning Boards in over 36 New Jersey municipalities, across 17 counties
- > Utilization of Geographic Information System (GIS) technology to provide clients with site-specific geographic mapping
- > A staff of seven fully licensed NJ Professional Planners with AICP credentials, who are available to accommodate meetings and responsive to your concerns



Maser Consulting P.A.



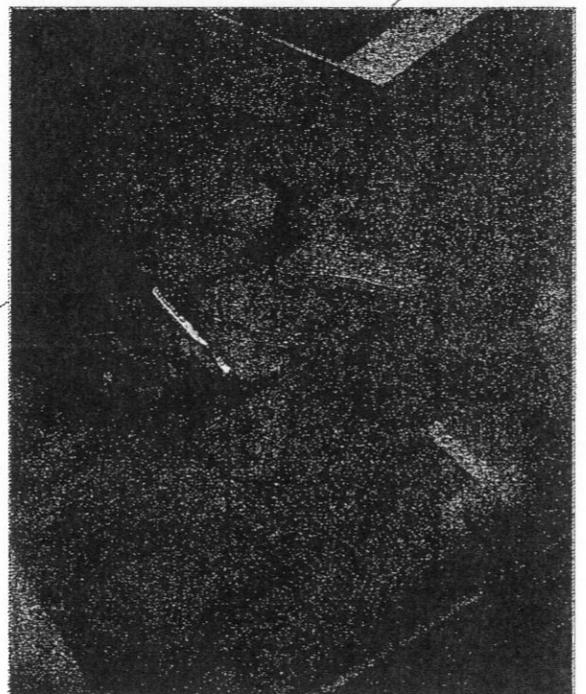
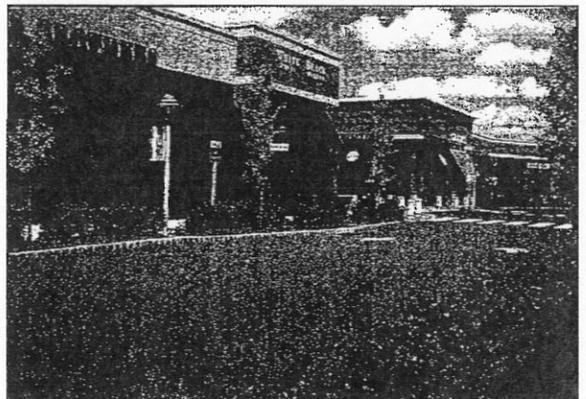
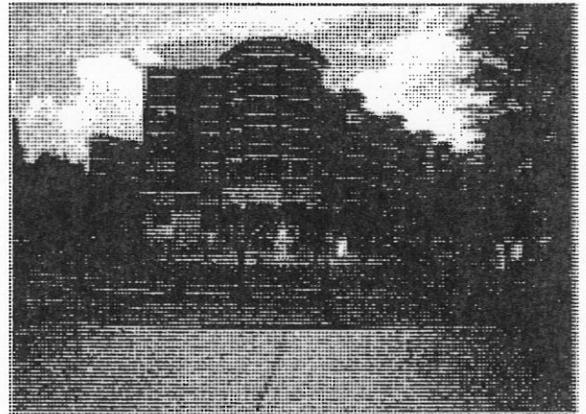
Planning: Land Use & Zoning

Maser Consulting's Planning Professionals provide expert land planning services for private sector clients and have extensive experience with a variety of projects, from small to large-scale, residential to commercial development, and rural to urban design.

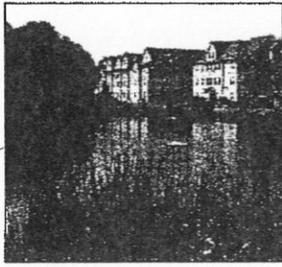
Our professionals are experienced in providing expert planning testimony before municipal planning and zoning boards for the purpose of obtaining subdivision and site plan approvals or variance relief, including Use Variances. Our planners are thoroughly versed in the requirements of State Land Use Law, which enables them to prepare and present convincing testimony to support the grant of variances or requests for rezoning. Our planners have also represented private sector clients in Builder Remedy lawsuits and in eminent domain litigation.

Services

- Land Planning & Design
- Redevelopment Area Studies & Plans
- Use Variance Testimony
- Conceptual Plans
- Feasibility Analysis
- Affordable Housing (COAH)
- Litigation Testimony
- Age Restricted Housing
- Community/Fiscal Impact Analysis
- Rezoning Applications
- Agency Compliance
- Eminent Domain Litigation
- GIS Mapping & Analysis
- Highlands Regulations & Permits



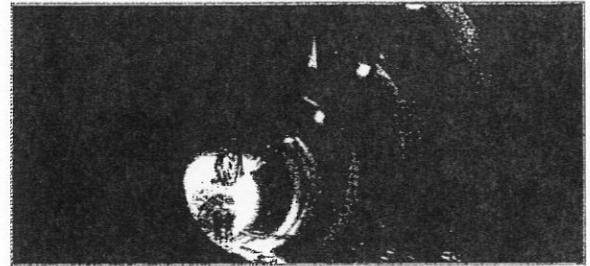
Maser Consulting P.A.



Stormwater Management Services

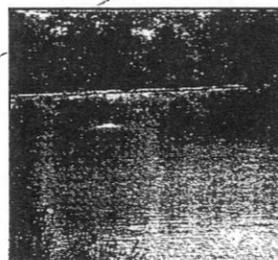
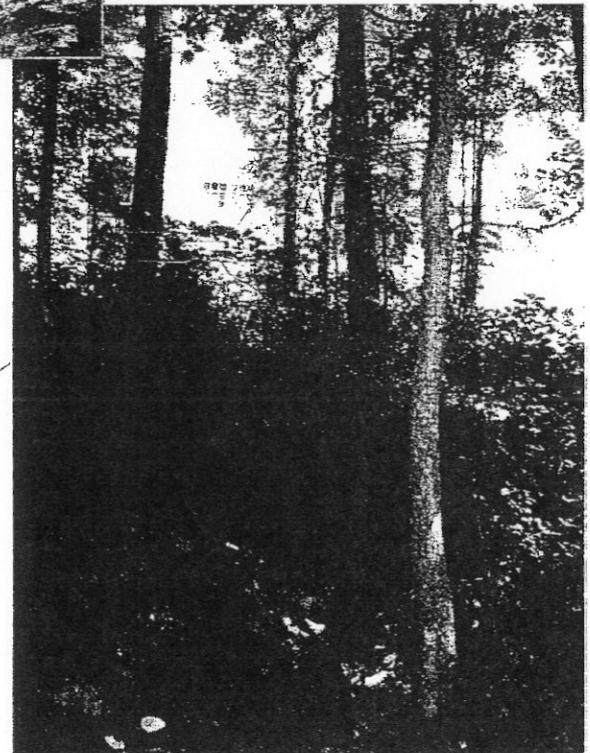
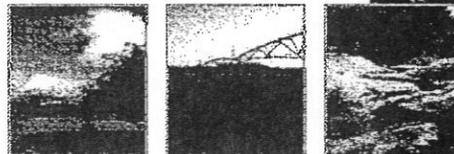
The professionals at Maser Consulting have extensive experience in providing all aspects of stormwater management to the public and private sectors. Our specialists work closely with all related disciplines including hydrologic, hydraulic, dam engineering, ecological, and environmental services to ensure that a responsible balance between the preservation of natural resources at a project site, the needs of the client, and regulatory requirements are maintained for the duration of the project.

Our professionals maintain established working relationships with local, county, state, and federal agencies, and have an in-depth, working knowledge of the regulatory processes and that is critical to keeping projects to schedule and budget.



Services

- Stormwater Management Design
- Hydrologic & Hydraulic Computer Modeling
- Floodplain Delineation
- Dam Break Analysis
- Dam & Spillway Design
- Collection System Design
- Regulatory Permitting
- Soil Erosion Control Design
- Stormwater Quality Design
- Stream Modeling & Studies
- Irrigation Pond Design
- Best Management Practices
- Stream Stabilization
- Flooding Investigations & Mitigation Studies
- Culvert Design
- Pond & Lake Restoration



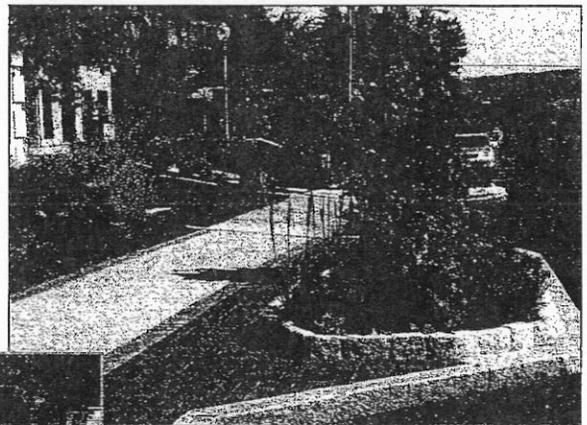
Maser Consulting P.A.



Landscape Architecture Services

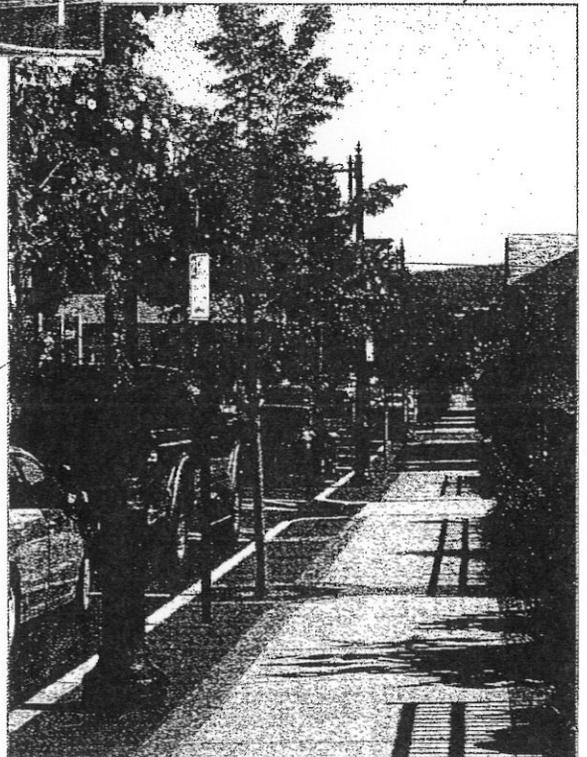
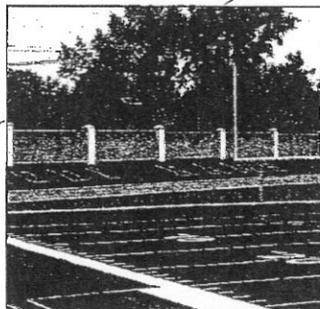
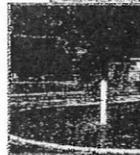
Maser Consulting provides professional landscape architecture services to both the public and private sectors for residential, commercial, educational, recreational, governmental, institutional, and transportation projects. Our staff of Licensed and Registered Landscape Architects and LEED Accredited Professionals are experienced in all facets of planning, design, and construction administration and inspection.

Our designs enhance outdoor spaces by balancing community needs with environmental resources, utilizing plant materials as well as architectural hardscape amenities. Our planning services combine the ecological, social, aesthetic, and economic aspects of sustainability with the desired land development, putting the final touch on streetscapes, parks, playgrounds, recreational sites, walkways, and paths that include ADA amenities that enable everyone to participate in these spaces.

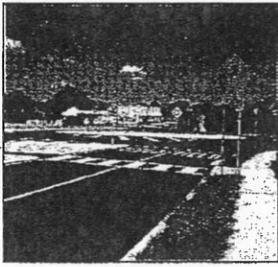


Services

- Concept & Site Planning
- LEED & Sustainable Design
- Streetscape & Urban Design
- Park & Recreation Design
- Athletic Field & Court Design
- Site & Athletic Field Lighting
- Planting Plans
- Playground Design
- Playground Inspections
- Vegetation Inventories, Analysis & Maintenance Plans
- Certified Tree Experts
- Barrier Free Compliance Review & Design
- Expert Witness Testimony
- Irrigation Design
- Construction Administration



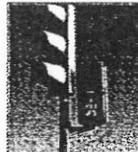
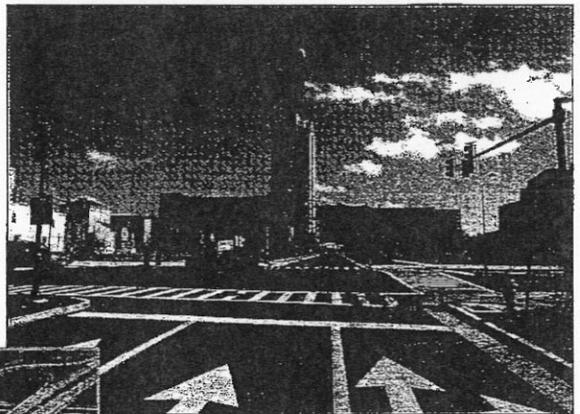
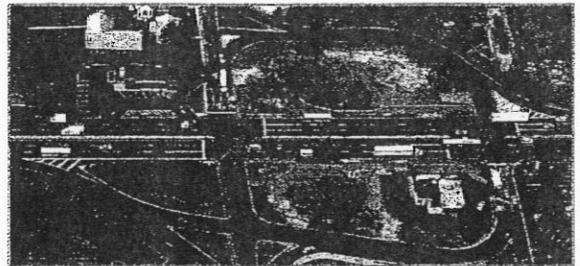
Maser Consulting P.A.



Transportation/Traffic Engineering

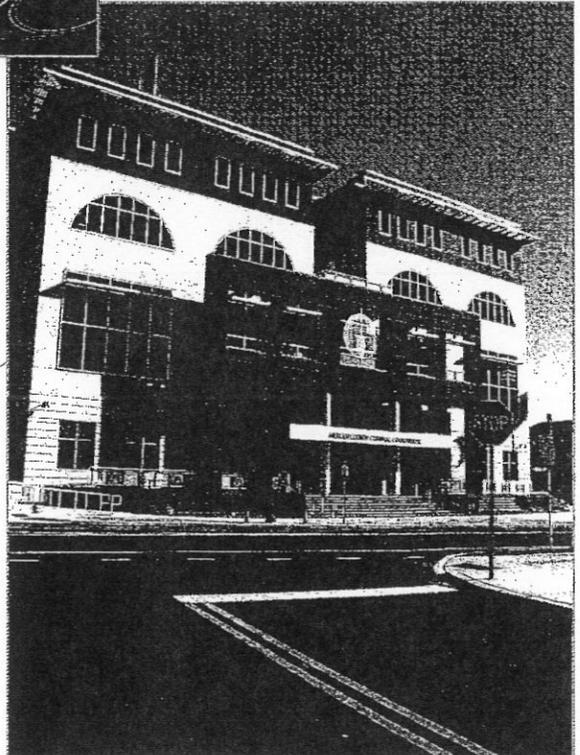
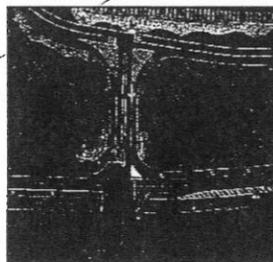
Maser Consulting provides a full spectrum of traffic and transportation engineering services to both the public and private sectors. Our team of experienced professionals offer all aspects of transportation analysis, design, and planning with the added benefit of a diverse set of comprehensive, associated in-house services that seamlessly support our traffic and transportation projects.

Our in-depth knowledge of the regulatory process and our established working relationships with various local, county, state, and federal agencies facilitate successful project completion. Our expertise in performing feasibility studies, concept development, planning and design, construction administration, inspection, traffic improvements and management, helps connect communities with the surrounding environment through effective roadway and transportation design.

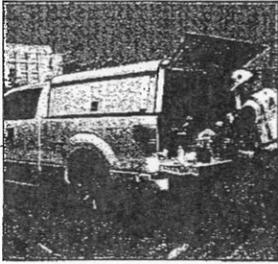


Services

- Roadway Design
- Corridor Analysis
- Transportation Planning
- Traffic Impact Studies
- Traffic Signals
- Parking and Traffic Studies
- Wayfinding Sign Systems
- Smart Growth Studies
- Transit Oriented Developments
- Rail Crossing Safety
- Quiet Zones
- Roadway Safety Audits
- Transportation Improvement Districts
- Highway Access Applications
- Expert Testimony
- Noise Studies



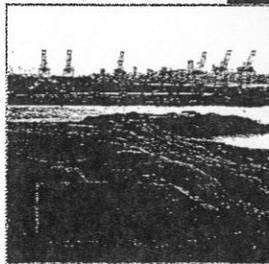
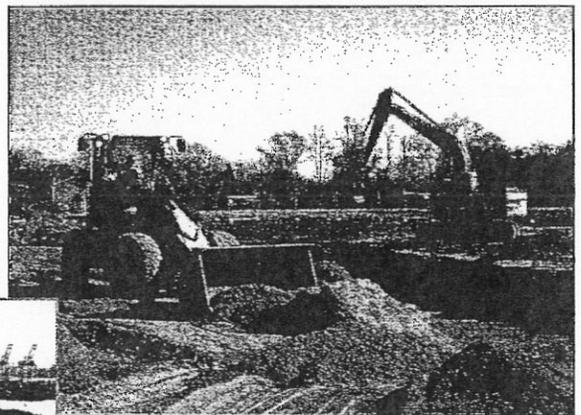
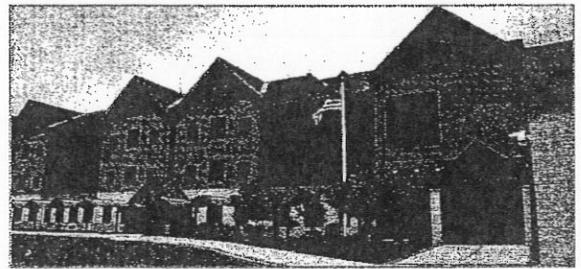
Maser Consulting P.A.



Environmental Services

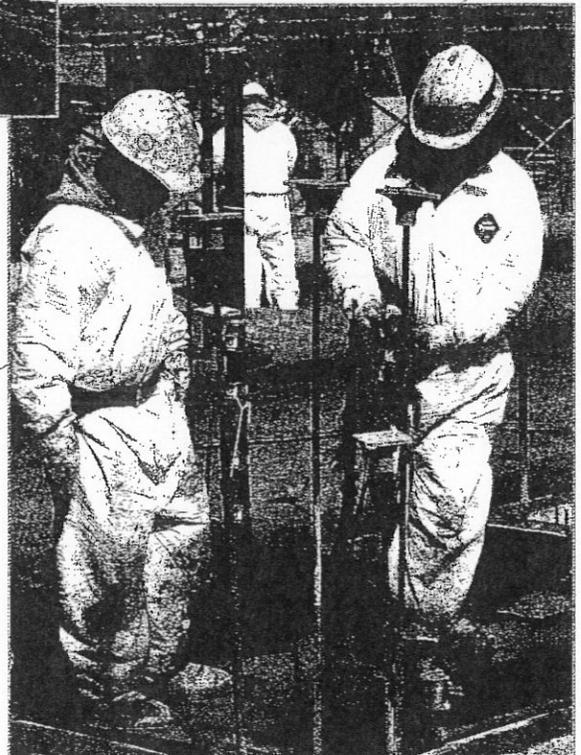
Maser Consulting's Professional Team of environmental experts and Licensed Site Remediation Professionals (LSRPs) provide environmental investigation and site remediation services for both the public and private sectors. They work closely with all related engineering disciplines and strive to seek a responsible balance between the preservation of natural resources and the needs of the client.

Our Environmental Professionals are proficient in site remediation and employ a diverse range of services that focus on any environmental situation including regulatory compliance and permitting; site assessment and remediation; water and resource management; air quality studies; grant and funding opportunities; and litigation support.



Services

- Regulatory Compliance/Permitting
- Brownfield Redevelopment
- Groundwater Resource Development
- Hydrogeologic Studies
- Water Allocation Permitting
- ISRA Case Management
- Impact Statements & Assessments
- Phase I & II Environmental Audits
- Surface Water Body Studies
- Air Quality Studies
- Noise Studies
- NJPDES Permits
- Grants & Loans
- UST Compliancy
- Litigation Support



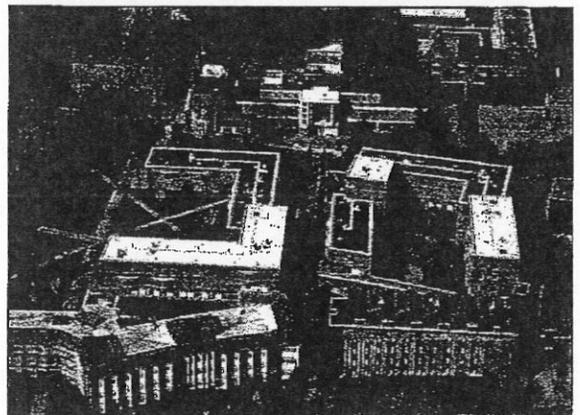
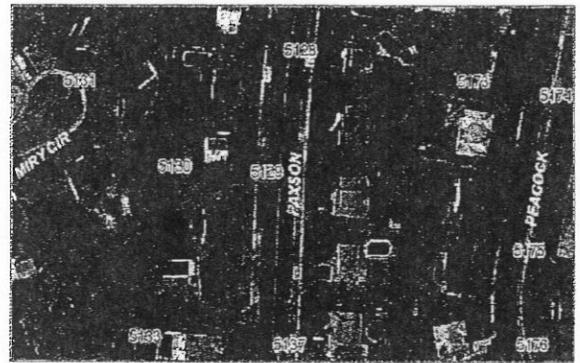
Maser Consulting P.A.



GIS/Asset Management

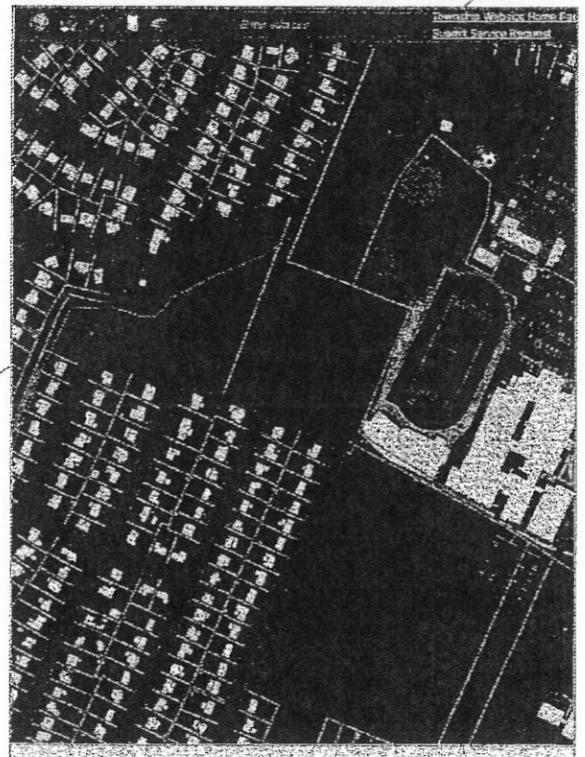
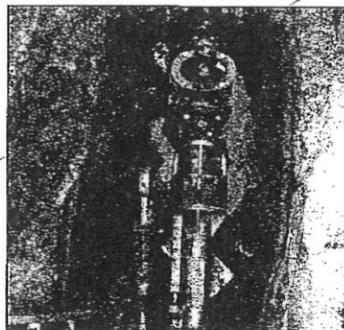
Geographical Information System (GIS) management services provide our clients with tools to manage their assets across departments, locations, facilities, and business units. By handling assets through GIS technology, organizations can improve utilization and performance; reduce capital costs; reduce asset-related operating costs; extend asset life; and subsequently improve return on assets. Our certified GIS professionals provide services from the initial GIS needs assessment, through development, implementation, and training. We utilize state-of-the-art methods for mapping, data collection, asset condition, and risk inspections. Once the program is implemented, our clients experience instant benefits including 24/7 access to infrastructure data; increased productivity; and ease of operation and maintenance practices.

Our GIS professionals have expertise in ESRI; AutoDesk; and Trimble software; facility and asset management; stormwater regulations; ASTM pavement inventory; and FHWA standard sign inventory. We provide services to county, municipal, utility authority, tribal nation, educational institute, and private sector clients.



Services

- GIS Needs Assessment
- GIS Program Implementation Plans
- GPS Data Collection
- Mobile Data Application
- Land Base Mapping
- Utility Mapping
- Tax Maps
- Database Integration
- Document Management
- GIS Web Portal
- Asset Management Programs
- Citizen Alert & Service Request
- GIS & GPS Training
- LiDAR Data Collection



Market Analysis & Financial Feasibility

Firm Qualifications - 2014

Prepared by:



120 West Avenue, Suite 303
Saratoga Springs, NY

518.899.2608

www.camoinassociates.com

Company Background

In today's marketplace of economic development service providers, including planning, site selectors, engineering, and architectural/design, how does Camoin Associates differentiate itself? Quite simply, our projects are measured solely by tangible metrics, namely job creation and capital investment. Across our service lines, the projects that we complete are intended to stimulate investment as the means of achieving the economic development objectives of our clients through market analysis, strategy development, public policy evaluation, and project implementation.

Our service mix has been carefully designed so that we have the capability to offer start-to-finish economic development solutions for organizations and communities that do not have or need this capacity full-time. Our main service areas include:

- Real Estate Market & Financial Feasibility Analysis
- Economic Development Strategic Planning
- Program & Service Evaluation
- Economic & Fiscal Impact Analysis
- Economic Development Organizational (EDO) Advisement
- Technology and Energy-led Economic Development (via subsidiary - Advanced Energy Economics AEE)

Robert Camoin founded Camoin Associates in 1999 with the conviction that successful development requires leadership, a strategy that targets industry sector opportunities and addresses the needs of business, and sustainable funding to incentivize private investment. Since its inception, Camoin Associates has specialized in providing economic development solutions to both public and private sector clients. Through the services offered, Camoin Associates has had the opportunity to serve EDOs and local and state governments from Maine to Texas; corporations and organizations that include Lowes Home Improvement, FedEx, Volvo (Nova Bus) and the New York Islanders; as well as private developers proposing projects in excess of \$400 million.

Our reputation for detailed, place-specific, and accurate analysis has led to projects in twenty states and garnered firm attention from national media outlets including NPR's *Marketplace*, *Forbes* magazine, and *The Wall Street Journal*. Additionally, our marketing strategies have helped our clients gain both national and local media coverage for their projects in order to build public support and leverage additional funding.

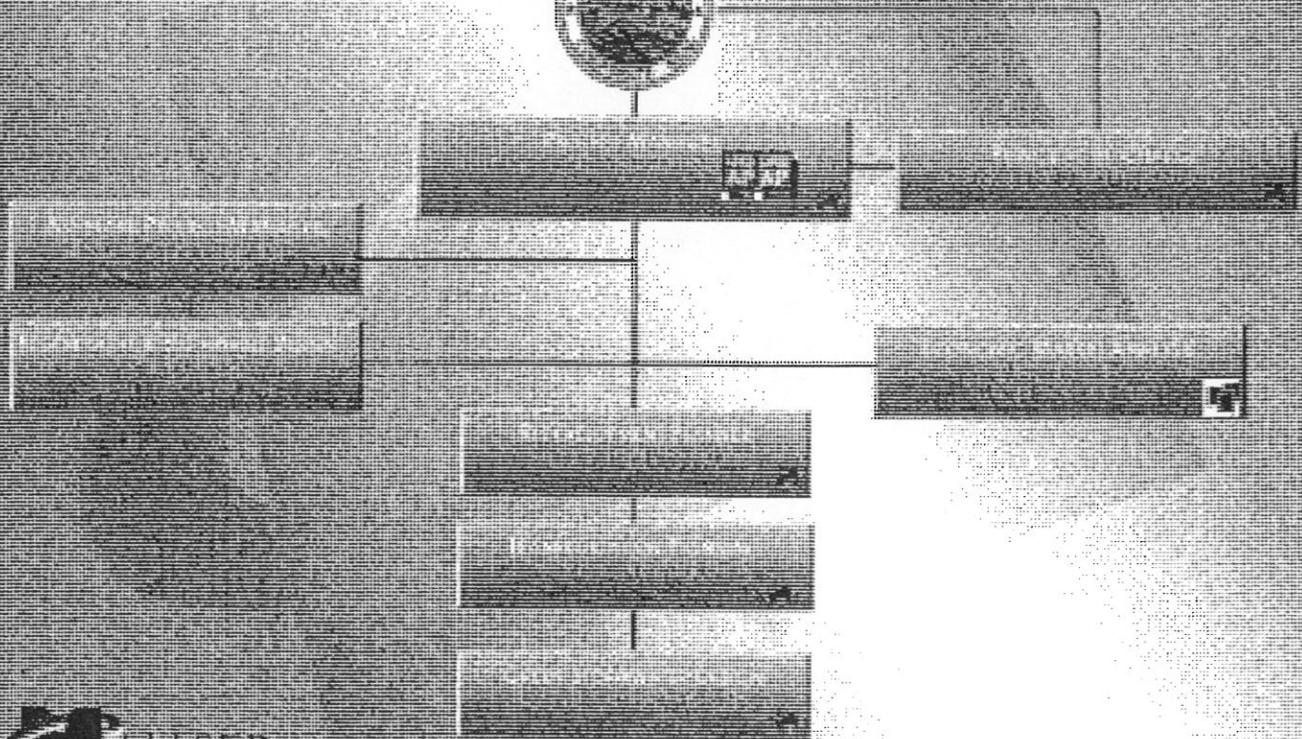
The firm currently has offices in Saratoga Springs, NY, Portland, ME, and Brattleboro, VT. To learn more about our experience and projects in all of our service lines, please visit our website at www.camoinassociates.com. You can also find us on Twitter @camoinassociate and on Facebook.



SECTION 4

CITY OF HOBOKEN

Professional Planner for Redevelopment Plan for
Western Edge Rehabilitation Area
Team Organization



EDUCATION

- M.C.R.P. City & Regional Planning, Rutgers University, 1981
- B.S. Landscape Architecture, Rutgers University, 1979
- B.S. Environmental Planning & Design, Rutgers University, 1978

PROFESSIONAL REGISTRATIONS

- American Institute of Certified Planners (AICP)
- Registered Landscape Architect (R.L.A.) Pennsylvania, New York, Connecticut, Maryland, Arizona, Virginia
- Professional Planner (P.P.) New Jersey
- Licensed Landscape Architect (L.L.A.) New Jersey
- Leadership in Energy & Environmental Design Accredited Professional

o Specialties:



PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners Member
- American Planning Association, Past President/New Jersey Chapter
- American Society of Landscape Architects, Past President/New Jersey Chapter
- US Green Building Council, Member NJ Chapter Speakers Bureau
- Congress for the New Urbanism, Member, NJ Chapter
- Council of Landscape Architectural Registration Boards

CURRENT APPOINTMENTS

- Mahwah Township
- Plumsted Township
- Roselle Borough
- Hoboken Planning Board Planner
- Belmar Borough
- Barnegat Township

DAVID G. ROBERTS, AICP/PP, LL.A, R.L.A.,

Senior Associate/Department Manager



EXPERIENCE

Mr. Roberts has 30 years of planning and design experience involving a wide range of projects in New Jersey, Pennsylvania and New York. His responsibilities have included the preparation of municipal master plans, land use regulations and design standards, strategic plans for economic development and recreation design and management. Because of his reputation for extensive expertise in redevelopment planning, he was asked to contribute input to the New Jersey Local Redevelopment and Housing Law, as well as the Five Year Tax Abatement and Exemption Law and the Long Term Tax Exemption Law. He was also selected by Rutgers University in 1997 to create and teach "Principles of Redevelopment" to the Executive Directors and Commissioners of Housing Authorities and Redevelopment Agencies. He is the co-author of The Redevelopment Handbook, published in 2003 by the New Jersey Department of Community Affairs and the New Jersey Chapter of the American Planning Association, as well as the Second Edition, which was published in 2012. Both the original and Second Edition of the Redevelopment Handbook have won awards from the New Jersey Planning Officials. He has authored dozens of redevelopment investigation reports and redevelopment plans since 1995 and has been accepted as a planning expert before planning and zoning boards in Cape May, Atlantic, Burlington, Cumberland, Hunterdon, Camden, Ocean, Somerset, Monmouth, Middlesex, Mercer, Morris, Essex, Bergen, Hudson and Union Counties.

Mr. Roberts has been licensed as a professional planner in New Jersey since 1981 and has been a member of the American Institute of Certified Planners since 1985. He has been licensed as a landscape architect in New Jersey since 1988 and is also a licensed landscape architect in five other states. He has served as President of both the NJ Chapter of APA and the NJ Chapter of ASLA. He is actively sought after as a speaker on redevelopment issues and has served on numerous panels dealing with redevelopment and/ or LEED-ND at conferences or seminars by AIA, ASLA, NJ Builders Association, Institute of Continuing Legal Education, NJ Future, ANJEC and the NJ Redevelopment Authority. Mr. Roberts is also a leader in promoting the synergies between redevelopment and environmental sustainability. His Symphony Hall West Redevelopment Plan for the Lincoln Park Coast Cultural District, Inc. in Newark was a LEED for Neighborhood Development Pilot and has been certified as Stage 2 LEED-ND Gold by the Green Building Certification Institute (GBCI).



DAVID G. ROBERTS, AICP/PP, LLA, RLA, LEED AP ND

PROJECTS

Following is a sampling of highlighted projects that Mr. Roberts has worked on. A more detailed list of project can be provided if necessary.

LAND USE PLANNING - PUBLIC CLIENTS

- Drafted comprehensive land development ordinances for the City of Long Branch, Borough of Roselle, City of Asbury Park, Stafford and Berkeley Townships, as well as zoning amendments for a number of towns dealing with specific land use issues such as signage, parking requirements, Green Building standards, telecommunications towers, landscaping requirements, environmental ordinances for well head protection, riparian corridor protection and water conservation.
- Participated in municipal planning and comprehensive redevelopment studies in a wide variety of urban, suburban and rural communities, including Newark, Camden, East Orange, Irvington, Bloomfield, Oxford, Old Bridge, Edison, Franklin (Somerset County), Montclair, Irvington, Lafayette, Franklin (Hunterdon County), Lacey, Boroughs of Fair Lawn, Frenchtown, Ogdensburg, Roselle, Fanwood, Freehold, Keansburg, Belmar, and Tuckerton, NJ; Doylestown, Quakertown, Lower Providence Township and Bensalem Township, PA.
- Prepared Master Plans or Master Plan updates/amendments for Newark, East Orange, Bloomfield, Asbury Park, Mahwah Township, Stafford Township, Berkeley Township, Plumsted Township, Ewing Township, Little Egg Harbor Township, Long Branch, Belmar, Franklin (Somerset County) and Franklin (Hunterdon County). Most of these diverse towns included at least one area that was designated either In Need of Redevelopment or In Need of Rehabilitation.
- Prepared Master Plan Reexamination Reports for Bloomfield, Belmar, Tuckerton, Little Egg Harbor Township, Lawrence Township, Mahwah Township, Bay Head Borough, Seaside Park Borough and the City of Asbury Park.
- Prepared -comprehensive redevelopment area studies and redevelopment plans for Oxford, Asbury Park, Newark, Carteret, Camden, Bloomfield, Roseland, Roselle, Fanwood, Scotch Plains, Ventnor City, Carneys Point, Irvington, Manville, Freehold, Belmar, Ewing, Lawrence, Berkeley Township, Stafford, Keansburg, Dover (Morris), Toms River, and Frenchtown. In Newark, Mr. Roberts led the designation of the Downtown Core Redevelopment Area and development of the Downtown Core Redevelopment Plan that ultimately resulted in the construction of the \$375 million dollar Prudential Center sports area.

STATE PLAN/PINELANDS/HIGHLANDS COORDINATION

Guided Stafford Township successfully through Plan Endorsement in 2007 and Berkeley Township in 2012 (including a TDR Program), and has prepared petitions for Little Egg Harbor-Tuckerton, Plumsted and Long Branch. Currently have two approved Action Plans (Berkeley and Plumsted). Has worked on behalf of Stafford, Berkeley and Plumsted Townships on conformance and consistency efforts with the New Jersey Pinelands Commission. Has worked with Oxford Township, Town of Dover and Mahwah Township on Highlands planning efforts such as TDR feasibility, a planning study of the Rockaway River, and Highlands conformance and consistency.

TRANSFER OF DEVELOPMENT RIGHTS

Prepared TDR Elements for Berkeley Township and Ocean (Waretown) Township, as well as TDR studies for Stafford Township and Oxford Township.



EDUCATION

B.S., Civil Engineering, 1990
NJ Institute of Technology

PROFESSIONAL REGISTRATIONS

- Professional Engineer (P.E.)
New Jersey
- Professional Planner (P.P.)
New Jersey
- Certified Municipal Engineer (C.M.E.)
New Jersey
- OSHA 30 Hour Certified
- Certified Floodplain Manager
(CFM)
- Certified Public Works Manager
(CPWM)

MUNICIPAL APPOINTMENTS

Borough of Montvale

- Borough Engineer
- Land Use Board Engineer

Borough of New Providence

- Borough Engineer
- Planning Board Engineer
- Zoning Board Engineer

Borough of Tenafly

- Borough Engineer

City of Summit

- Planning Board Engineer
- Zoning Board Engineer

City of Hoboken

- Planning Board Engineer

ANDREW R. HIPOLIT, P.E., P.P., C.M.E., CFM, CPWM

Senior Principal

EXPERIENCE

Mr. Hipolit has extensive experience that spans over 20 years in planning, design, and inspection of municipal, residential, and commercial projects. He has been accountable for the management of municipal projects from concept design through construction as well as the review of plans, reports, and other documents submitted to Planning Boards and Zoning Boards of Adjustment. In addition to being a Professional Engineer and Planner, he is also a Certified Municipal Engineer and a Certified Public Works Manager. His focus of expertise includes the design and oversight of roadway improvements and projects involving the planning and design of municipal buildings, recreational facilities, athletic fields, stormwater and sanitary sewer conveyance systems, and grant administration.

Mr. Hipolit has successfully secured over \$6 million dollars in municipal aid funds from the NJ Department of Transportation Trust Fund for various projects. His extensive knowledge of the permitting process and his established contacts with review agencies facilitates the timely issuance of permits. Mr. Hipolit also has broad experience with the development of the municipal Stormwater Management Plans and ordinance revisions. His comprehensive knowledge has enabled him to provide expert testimony and representation to municipalities' governing bodies, Planning and Zoning Boards, and private clients.

PROJECTS

Borough of Montvale, Bergen County, NJ

Borough Engineer

- **Fieldstone School Athletic Fields**
Prepared engineering design plans and specifications for grading, and drainage of a synthetic turf field. Provided bidding and construction administration services.
- **Wireless Communications Tower**
Assisted with the preparation of a request for proposals for the formation of a wireless communications monopole and infrastructure. Performed research and recommendations on various wireless communication requirements and cost estimates.
- **Yearly Road Program**
Prepares engineering design plans and specifications for an annual road rehabilitation program including milling, paving, drainage, curb, and sidewalk improvement for various roads within the Borough.
- **Specifications for Outsourcing Municipal Services**
Prepared specifications for the outsourcing of municipal services including sanitary sewer and storm sewer repairs, garbage, recycling, yard waste, grass-cutting, snow plowing, street sweeping, and various other municipal services.



- **Grant Coordination**

Applied for and received Local Aid Grants every year since 1995 at a rate of approximately \$150,000 per year. Also applied for and received NJDOT Safe Routes to School and Safe Streets to Transit Grants, Bergen County Open Space, and Bergen County Community Development Block Grants.

- **NJDOT Local Aid Grant Roadway Projects**

Prepared plans, specifications, bidding services, and construction administration for NJDOT Local Aid Grants for roadway improvements to various streets throughout the Borough including: Akers Avenue, Magnolia Avenue, Memorial Drive, Woodland Road, Phillips Parkway, and Paragon Drive.

**Borough of New Providence, Union County, NJ
Borough Engineer**

- **NJDOT Local Aid Grant Roadway Projects**

Prepared plans, specifications, bidding services, and construction administration for NJDOT Local Aid Grants for roadway improvements to various streets throughout the Borough including: Central Avenue, Livingston Avenue, Ryder Way, and Floral Avenue.

- **Grant Coordination**

Applied for and received Local Aid Grants every year since 2003 at a rate of approximately \$200,000 per year. Also applied for and received NJDOT Safe Routes to School and Safe Streets to Transit Grants, Union County Open Space, and Union County Community Development Block Grants.

- **NJDEP Stormwater Coordinator and Flood Plain Manager**

Serves as the NJDEP Stormwater Coordinator and Flood Plain Manager for the Borough.

- **Sanitary Sewer Improvements**

Prepares plans and specifications annually for the various repairs to sanitary sewer system including lining, point repair, manhole rehabilitation, and pump station upgrades.

- **Emergency Shelter Generator Installation**

Prepared plans and specifications for the design and installation of a 300KW emergency generator system to sustain utilities for the municipal, police, emergency shelter, and rescue squad buildings during power outages.

- **Salt Brook Stream Restoration**

Performed construction administration and bidding services for improvement to Salt Brook Stream to prevent flooding and erosion. Coordinated with NJDEP for permitting and EPA for grant reimbursement. Construction cost was approximately \$1million for these restorations.

**Borough of Tenafly, Bergen County, NJ
Borough Engineer**

- **ADA Recreation Compliance Investigation and Report**

Performed an inspection and evaluation of all Borough recreational facilities and prepared a comprehensive analysis of the facilities for safety and ADA accessibility compliance. Provided recommendations for improvements to each facility, cost analyses, and timeline for each improvement in accordance with the 2010 amendment to the ADA.

- **NJDEP Stormwater Coordinator and Flood Plain Manager**

Serves as the NJDEP Stormwater Coordinator and Flood Plain Manager for the Borough.

- **NJDOT Local Aid Grant Roadway Projects**

Prepared plans, specifications, bidding services, and construction administration for NJDOT Local Aid Grants for roadway improvements to various streets throughout the Borough including: Columbus Drive and Tenafly Road.



ANDREW R. HIPOLIT, P.E., P.P., C.M.E.

- **Yearly Road Program**
Prepares engineering design plans and specifications for a yearly road rehabilitation program including milling, paving, drainage, curb, and sidewalk improvements for various roads within the Borough.
- **Grant Coordination**
Applied for and received Local Aid Grants every year since 2010 at a rate of approximately \$200,000 per year. Also applied for and received NJDOT Safe Routes to School and Safe Streets to Transit Grants, Bergen County Open Space, and Bergen County Community Development Block Grants.
- **Lightning Detection System**
Prepared plans specifications and construction administration for the purchase and installation of the Borough-wide Lightning Detection System, including Board of Education properties.

City of Hoboken, Hudson County, NJ
Planning Board Engineer

Reviews Board applications including residential, commercial, and retail developments. Provide the detailed review of all applications for completeness, identification of variances, and compliance with Borough ordinances.

- **Areas in Need of Rehabilitation**
Investigated the City's water and sanitary systems to determine which systems are at least 50 years old and in need of repair or substantial maintenance. Prepared a detailed engineering report indicating each Area in Need of Rehabilitation pursuant to the Local Redevelopment and Housing Law (NJSA 40A:12A-14 & 15).

City of Summit, Union County, NJ
Planning and Zoning Board Engineer

Reviews Board applications for residential, commercial, and retail developments. Provides the detailed review of all applications for completeness, identification of variances, and compliance with City ordinances.



ANTHONY LAROSA, P.E., C.M.E.

Department Manager

EDUCATION

- B.S. Civil Engineering, Drexel University
- B.S. Architectural Engineering, Drexel University

PROFESSIONAL REGISTRATIONS

- Professional Engineer (PE) NJ, PA
- Certified Municipal Engineer (CME) NJ

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers, Member
- Engineers' Club of Philadelphia, Member

EXPERIENCE

Mr. LaRosa has more than two decades of experience with Philadelphia Water Department (PWD) projects, is accomplished in handling multidiscipline projects, and coordinating the project team into one seamless design entity. By managing every aspect of assigned projects, he ensures that the City of Philadelphia interacts with a cohesive organization and minimizes the effort required by the City to successfully complete all assignments associated with a contract.

As a Department Manager, Mr. LaRosa is responsible for daily operations, quality control, and ensuring client satisfaction. His specialties include municipal and public sector work, and his capital project experience encompasses roadway design and rehabilitation; flood relief projects; *green street* design and development; potable water and sanitary sewer upgrades; and parks and recreation projects. Additional experience includes work with water treatment plants, water supply wells, large outfall structures, sewage pump stations, grant applications, and site development projects for schools and private developers. His previous experiences in multiple townships as appointed Municipal Engineer, Planning Board and/or Zoning Engineer make him extremely knowledgeable about a wide range of municipal and infrastructure needs including public involvement and outreach.

PROJECTS

Water Main, Sewer, and Stormwater Capital Program Philadelphia Water Department Philadelphia, Philadelphia County, PA

Provided the PWD with consulting services, for over 18 years, for the preparation of construction documents such as base plans, design drawings, proposals, and special specifications for the construction and reconstruction of sewers and/or relay of water mains within the City of Philadelphia. Most recently provided consulting services for PWD's *green street* initiatives. The PWD mission is "to plan for, operate, and maintain both the infrastructure and the organization necessary to purvey high quality drinking water, to provide an adequate and reliable water supply for all household, commercial, and community needs, and to sustain and enhance the region's watersheds and quality of life by managing wastewater and stormwater effectively". To this end, Mr. LaRosa has helped design over 38 miles of replacement sanitary sewers, and over 63 miles of replacement potable water distribution mains throughout the City.



ANTHONY LAROSA, P.E., C.M.E.

**Dobson's Run Stormwater Flood Relief - Philadelphia Water Department
Philadelphia, Philadelphia County, PA**

Project Manager responsible for the design of 3,600 LF of 12'-6" diameter flood relief sewer in tunnel, 50-90 ft below street grade for this \$36 million construction project in the East Falls section of the City. Specific project work included a feasibility study to determine the optimum tunnel alignment; extensive geotechnical work; the design of an 80 ft deep reinforced concrete drop chamber; design of a reinforced concrete transition and outfall structure at the Schuylkill River; design of a scenic overlook on the Schuylkill River; design of a traffic signal on Kelly Drive; preparation of property easement acquisition documents; and extensive coordination with various state and City agencies for permitting and utility coordination.

**Green Streets Initiative – Philadelphia Water Department
A.S. Jenks School, Sacks Playground, Smith Elementary School, and St. Thomas Aquinas School
Philadelphia, Philadelphia County, PA**

Department Manager responsible for providing complete design services for the introduction of *green street* stormwater infrastructure for this group of sites. Worked with PWD professionals, from early investigation and consultation to design document development, to identify the most cost-effective methods of managing stormwater and developing *green streets* adjacent to school property and open space sites within the City. The actual development of construction documents was intended to provide stormwater management techniques including stone trenches and to introduce shade trees, in order to reduce combined sewer overflow (CSO) discharges during certain storm events.

**Green Streets Initiative – Philadelphia Water Department
29th Street and Chalmers Avenue PWD Facilities Yard, 27th Street at Indiana Avenue, 29th and Lehigh Avenue, Barton School, and Cramp School
Philadelphia, Philadelphia County, PA**

Department Manager responsible for providing design services for the addition of *green street* stormwater infrastructure for this group of diverse sites. Worked with PWD professionals to identify the best possible methods for managing stormwater and developing *green streets* for these sites, which are mostly adjacent to open space and school properties. Each *green* stormwater initiative site provides its own unique set of opportunities and challenges. In particular, the 29th Street PWD Yard site is a unique application of trench drains, stilling wells, planted terraces, and stone trenches, that combine to provide an integrated management of an actual working facilities yard site with infiltration and storage.

**Green Infrastructure Design Projects – Philadelphia Water Department
Columbus Square Playground Raingarden: 12th and Reed Street; Chew Playground: 18th Street and Washington Avenue; and 12th Street from Tasker to Dickinson Streets
Philadelphia, Philadelphia County, PA**

Department Manager responsible for providing complete design services for this early group of sites that were identified for the *green streets* initiative. From the initial consultation and programming, to the development of concepts for investigating alternative methods of stormwater management, to the actual development of construction documents, members of the design team have worked in close association with the Water Department's Watersheds group. These projects were some of the first to be completed and have shown that there can be cost-effective and efficiently managed run-off volumes that provide aesthetic, as well as functional, purposes. From the initial geotechnical soils evaluation to the hydrologic design of capturing and storing the initial run-off, to the design of plantings that can express seasonal interest while using native species to transpire rainwater, to the selection of paving and planters, these projects provided the neighborhoods with examples of sustainable and sensitive urban design.

**Washington Avenue Stormwater Concept Study - Philadelphia Water Department
Philadelphia, Philadelphia County, PA**

Department Manager responsible for the conceptual design of a regional stormwater management project located along Washington Avenue in the South Philadelphia area. The project investigated flood relief concepts for sections of South Philadelphia and employed the latest techniques for infiltration and *green* design. Combined





ANTHONY LAROSA, P.E., C.M.E.

with the engineering aspects of the stormwater project was a conceptual design for the Washington Avenue streetscape, which included new median plantings and edge treatments. Mr. LaRosa also assisted the PWD with planning efforts, public outreach options, and graphics at the initial stages of the project.

**Cambria Street Sewer Reconstruction - Philadelphia Water Department
Philadelphia, Philadelphia County, PA**

Department Manager responsible for the base mapping and design services for the reconstruction of 2,725 LF of sewer and 2,695 LF of water mains. Services consisted of CADD drafting of survey location points, City plans, PWD sewer return plans, PWD water block plans, PGW plans, PECO plans, Verizon plans, and various other utilities to assemble a complete and accurate project base map.

**Hansberry Street Sewer Reconstruction - Philadelphia Water Department
Philadelphia, Philadelphia County, PA**

Department Manager responsible for the base mapping and design services for the reconstruction of 3,560 LF of sewer and 4,325 LF of water mains. Consulting services consisted of CADD drafting of survey location points, City plans, PWD sewer return plans, PWD water block plans, PGW plans, PECO plans, Verizon plans, and various other utilities to assemble complete and accurate project base map. Scope also included water / sewer design services, including layout of proposed sewers and watermains to PWD standards, coordination with utilities to limit conflicts, and preparation of quantity estimates, rodent control plans, and GPIS. This project is unique for the fact that it contained two sewer systems: a combined system and a separate system. The construction cost is estimated at \$2,604,000.



JOHN J. JAHR, TSOS

Senior Associate/Assistant Department Manager

EDUCATION

- B.S., Civil Engineer
Rutgers University, NJ

PROFESSIONAL CERTIFICATION

- Traffic Signal Operations
Specialist (TSOS)

PROFESSIONAL AFFILIATIONS

- Institute of Transportation
Engineers
- American Society of Civil
Engineers
- National Academy of Science
- Traffic Signal Operations
Specialist

EXPERIENCE

Mr. Jahr has vast experience in all aspects of traffic and transportation engineering. His experience includes extensive experience with NJDOT, traffic signal design, inspection, signing and striping, ROW engineering, roadway construction plans, traffic impact studies, conceptual highway design, Intelligent Transportation System (ITS) Implementation and Deployment, utility engineering, electrical plans, IVHS evaluation and recommendations, roadway and intersection design, transportation system modeling, and supervised traffic data collection, synthesis and analysis.

PROJECTS**Essex County, NJ**

- **Construction Inspection**
As resident engineer performed full time on site inspection of numerous county intersection improvements projects. Many of the project included installation of traffic signals, new curbs, sidewalks, culverts, roadway reconstruction and paving operations.
- **Intersection Design**
Design of nine traffic signal modernizations and two new traffic signals. The project consisted of complete signal, signing and striping redesign of all intersections in the contract. Responsibilities also included construction management and inspection.

Maplewood Township, Essex County, NJ**Springfield Avenue Corridor Improvements**

Design of five traffic signal modernizations. Project consisted of complete signal, signing and striping redesign of all intersections in the contract. The project also included an ITS component that called for the interconnection of a system of 11 signals on this corridor. Once design was completed, responsibilities included construction management and inspection.

Princeton University, Princeton, NJ

- **Construction Inspection and Mediation.**
As a consultant to the University, construction projects were monitored and inspected. Performed mediation services to negotiate between the architect and contractor in the University's best interest to obtain cost effective workable solutions.
- **Traffic Projects**
Performed various site specific traffic studies and specialized Intermodal Mobility Design Project to evaluate existing pedestrian circulation, mass transit opportunities, and roadway capacity improvements. Designed and implemented various pedestrian safety improvements.





JOHN J. JAHR, TSOS

Hudson County

Intersection Design and Construction

Project included modernization of 25 existing traffic signals, revised signal designs and all new signing and striping.

PennDOT

I-95 Intermodal Mobility Project Design

Responsibilities included the analysis of existing and future operating conditions of I-95. As part of the project, practical extensive research into new and innovative safety improvements (signing, striping, ITS) to minimize the design and construction costs with low maintenance.

New Jersey Highway Authority

Garden State Parkway, Middlesex and Union Counties, NJ

Design engineer for the preliminary and final design for widening of a 13-mile section of the Garden State Parkway. Work included roadway widening, complete resurfacing of all 13 miles of existing roadway, safety improvements and implementation, as well as construction of IVHS systems in this corridor.

New Jersey Department of Transportation

▪ **Route 1 Traffic Signal Modifications, Princeton, NJ**

Redesign of four traffic signals, signing, striping and resurfacing of two miles of Route 1 through the busy Penns Neck area of Princeton. Work also included strategic highway research in the use of new paving materials and their construction, and on site construction supervision and oversight of traffic signal construction.

▪ **Route 1 / Scudders Mill Road Interchange, Plainsboro Township, NJ**

Responsible for various aspects of design, including the preparation of specifications and design of traffic control plans.

▪ **Route 46 & Riverview Drive Interchange, Borough of Totowa, NJ**

Rehabilitation of an urban interchange. Work included roadway relocation, signalized intersections, new ramps and the reconstruction of an existing overpass.

▪ **Route 130 Improvements, East Windsor and Hightstown, NJ**

Widening between Route 18 and West Greystone Road, Township of Old Bridge, New Jersey. Prepared a traffic study, and construction plans and specifications for the widening of an existing roadway.



DANIEL N. BLOCH, P.P., AICP,
Senior Project Planner



EDUCATION

- B.A. Environmental Design
Minor, Architecture
State University of New York,
Buffalo, NY

PROFESSIONAL REGISTRATIONS

- Professional Planner (P.P.), New Jersey
- American Institute of Certified Planners (AICP)
- ESRI Certified ArcGIS Desktop Associate 10.0

PROFESSIONAL AFFILIATIONS

- American Planning Association,
New Jersey Chapter

PROFESSIONAL TRAINING

- 2011 Sustainable Zoning and Development Controls Workshop
- 2010 Performing Analysis with ArcGIS Desktop
- 2007 Introduction to ArcGIS II
- 2007 Community Design Workshop
- 2007 Low-Impact Development Training Workshop

AWARDS

- 2011 New Jersey Planning Officials' Achievement in Planning Award for the Middle Township 2010 Master Plan

EXPERIENCE

Throughout his career as a professional planner, Mr. Bloch has accumulated a diverse portfolio of municipal, regional and private planning projects. Mr. Bloch utilizes his extensive planning knowledge and experience to promote the most appropriate use of land and resources through sound and innovative planning techniques. For municipalities and regional entities, Mr. Bloch has provided invaluable services in the formulation of various master plan elements and reexamination reports, natural resource inventories, housing elements and fair share plans, regional/long range plans and other similar planning studies.

Mr. Bloch's attention to detail while maintaining a broad perspective on planning implications has been demonstrated in numerous municipal site development reviews for planning and zoning boards. For the past six years, Mr. Bloch has been primarily responsible for municipal reviews for West Windsor Township and Belleville Township, under the direction of John Madden, P.P., AICP. Mr. Bloch also provides expert planning testimony on behalf of these planning and zoning boards.

In addition to his planning knowledge and experience, Mr. Bloch has also developed an expertise in the preparation of planning materials through a variety of media, ranging from written reports to digital presentations to graphic exhibit boards. Mr. Bloch's skills are crucial to the success of each planning project. His duties generally include data collection and compilation, field research, technical writing, land use, demographic and trend analyses, graphic design, and report production.

Utilizing his expertise in the use of geographic information systems (GIS) in performing spatial and analytical analysis, Mr. Bloch performs GIS analyses and cartographic mapping for municipal, regional and private planning studies. Mr. Bloch's GIS expertise allowed him to perform build-out analyses for Middle Township, the first municipality in the New Jersey to apply the nitrate dilution modeling required in NJDEP's water quality management rules. This analysis is the crux of the award-winning 2010 Land Use Plan, which demonstrates that the potential future development based on the proposed zoning will not substantially degrade the water quality of each watershed.

Following is a sampling of highlighted planning projects for which Mr. Bloch has provided his services. A more detailed list of projects can be provided if necessary.



PROJECTS - MUNICIPAL PLANNING

Municipal Planning Development Reviews

Responsible for preparing reviews of development applications for site plan or subdivision approval or variance relief for planning and zoning boards in New Jersey, including West Windsor Township, Belleville Township, Hackettstown Town, White Township, Paramus Borough, Knowlton Township, Frelinghuysen Township, Lumberton Township, and Blairstown Township. Some of the notable development applications Mr. Bloch has reviewed include:

- West Windsor Gardens, a two-phase inclusionary affordable housing development consisting of 475 apartments units within 27 three-story garden apartment buildings
- Building 701 of Carnegie Center West, a 112,000 square foot, 4-story office building
- Rite Aid Store No. 462, which involved the redevelopment of a site in the Princeton Junction Redevelopment Area with a 14,673 square foot Rite Aid retail store and pharmacy and a 6,000 square foot retail building
- Redevelopment of the Princeton Theological Seminary site for graduate student housing
- Revitalization of the 59,000-square foot Windsor Plaza/Acme Shopping Center
- Retenancing and façade improvements to the MarketFair shopping center
- United Jewish Federation, consisting of a 77,022-square foot Jewish Community Campus building with outdoor recreation facilities
- Expansion of the St. Mary & St. Mercurius Coptic Orthodox Church, which included a four-story monolithic dome structure that will serve as a Coptic Youth Center, chapel, multi-purpose rooms, meeting rooms, computer rooms and an indoor parking garage
- Redevelopment of a site within the Belmont Avenue Area in Need of Redevelopment for an 8,000-square foot mixed use building for medical offices, professional offices, a beauty salon and apartments
- Hackettstown Medical Arts Building, a 45,000 square foot medical office/facility adjacent to the Hackettstown Regional Medical Center
- M&M Mars, a 2 megawatt PSE&G solar photovoltaic system in Hackettstown; one of the first solar facilities in NJ prior to the enactment of P.L. 2009 C. 146, which designates solar energy facilities as inherently beneficial uses
- DSM Nutritional Products, a 5.57 megawatt solar photovoltaic system in White Township
- Quick Chek, a 5,700-square foot convenience store and a fuel pumping service station with canopy in White Township

Master Plan Elements / Reexamination Reports

Assisted in the preparation of various Master Plan Elements and Reexamination Reports for nine New Jersey municipalities, including Dennis Township (Land Use Plan), Middle Township (Land Use Plan), Upper Township (Land Use Plan, Conservation Plan & Reexamination Report), Sea Isle City (Land Use Plan & Reexamination Report), Dumont Borough (Reexamination Report), Hazlet Township (Reexamination Report), New Hanover Township (Farmland Preservation Plan & Reexamination Report), and Green Brook Township (Circulation Element/ "Safe Routes to School" Plan).

Housing Element/Fair Share Plans

Prepared Housing Element/Fair Share Plans for Chatham Borough and Mine Hill Township. Was also a key contributor to Housing Element/Fair Share Plans for Belleville Township, Dennis Township, Franklin Township (Gloucester), Hackettstown Town, Hazlet Township, Middle Township, Upper Township and Watchung Borough.

GIS Build-Out Analyses

Prepared several Build-Out Studies as components of Master Plan updates for Blairstown Township, Dennis Township, Middle Township and Upper Township; and also prepared Vacant Land Inventories as part of Housing Element/Fair Share Plans for Chatham Borough, Dennis Township, Hazlet Township, Mine Hill Township, and Watchung Borough.

Natural Resource Inventories

Member of project team responsible for GIS mapping, data analysis and technical writing for Natural Resource Inventories (NRI) for Berkeley Township, Dennis Township, Middle Township, Upper Township, Sea Isle City, and





the Ramapo Mountain Open Space System.

NEW JERSEY HIGHLANDS PLANNING

Assisted four New Jersey municipalities in achieving Highlands Plan Conformance: Hackettstown Town, Mansfield Township, Mine Hill Township, and White Township.

REDEVELOPMENT PLANNING

Assisted in preparation of the West Windsor Redevelopment Plan for Princeton Junction; Determination of Area in Need of Redevelopment studies in Hazlet Township, West New York and Roselle Borough; and the amendment and recodification of the Belmar Seaport Redevelopment Plan.

REGIONAL/LONG-RANGE PLANNING

Key contributor to a number of regional planning studies on behalf of County Planning Boards in New Jersey. Mr. Bloch acted as Assistant Project Manager for Cape May County Wastewater Management Plan, Cape May County Transfer of Development Rights Feasibility Study, Coastal Monmouth Plan, and Panhandle Region Plan. Also participated in the Bergen County Master Plan, Bergen County Ramapo Mountain Open Space System, Bergen Life Science Strategic Master Plan, and Warren County Route 22 Corridor Smart Growth Study.

EMINENT DOMAIN LITIGATION

Prepared concept plans to demonstrate realistic development potential of privately held properties in accordance with zoning and other land development regulations for NJDOT in eminent domain cases, including a service station on Route 46 in Little Ferry Borough, a warehouse on Route 7 in Kearny, and residential uses on Route 18 in Old Bridge. Also prepared a Highlands Impact Assessment Report on behalf of the NJDOT to assess the impacts of the Highlands Water Protection and Planning Act (P.L. 2004, c.120), the Highlands Water Protection and Planning Act Rules (N.J.A.C. 7:38) and the Highlands Regional Master Plan in relation to the proposed acquisition of property for proposed highway improvements in Hampton Borough.

Development of the concept plans for eminent domain cases involves thorough research of the municipal land use ordinance of concern in order to insure that as-of-right development is maximized. State regulations impacting development, such as wetlands and flood hazard areas, also must be researched and their effect on development yield determined. Typically, the plans include a layout of building footprints, as well as parking, landscaping and stormwater detention areas, for the "before acquisition" and "after acquisition" conditions.



EFB Associates, LLC

Eileen Banyra, PP, AICP, CSBA

Education

Master of City and Regional Planning
Rutgers University

Professional Licenses & Affiliations

New Jersey Professional Planner
License #3667

American Institute of Certified
Planners

American Planning Association
NJ and NY - Member

CSBA Certified Sustainable Building
Advisor

NY Green Building Council
Member

New Paltz, NY Planning Board
Member

Former Rutgers University Bloustein
Alumni Council

Former Member Legislative
Committee (Environmental Chair) NJ
American Planning Association

Former Trustee Association of New
Jersey Environmental Commissions
(ANJEC)

Awards

NJ American Planning Association
Comprehensive Planning Award

Sussex County Special Projects Award

American Society of Landscape
Architects Honorable Mention

Featured Speaker

ANJEC Environmental Congress

Regional Plan Association

ANJEC Subdivision & Site Plan Courses

NJ Future Redevelopment
Conferences

EFB Associates focuses on a broad array of planning concerns with particular interest in environmental issues and regenerative planning for communities. Ms. Banyra has been an early proponent of sustainable planning as demonstrated in the greening of rooftops, use of solar arrays and sustainable development practices utilized in the cities of Hoboken and Summit, as well as her assistance in the development of a Sustainable Action Plan for the City of Summit. She has worked with community based organizations, alternative energy providers and has developed ordinances that promote and incentivize "green" building, transportation and land development practices.

Ms. Banyra has served as the principal planning consultant for the cities of Hoboken and Summit, the Borough of Madison and Fredon and Pequannock Townships. Ms. Banyra's planning practice integrates land use policy, zoning and development practices with sustainable environmental solutions benefiting the local and global community. EFB Associates has provided planning services throughout the State of New Jersey representing both public and private clients on various community planning, redevelopment and land use issues.

As president of the company, Ms. Banyra has worked in the major cities in the State of New Jersey on a wide variety of projects including: testimony on industrial and housing projects; redevelopment investigations; strategic revitalization plans; grant preparation (TEA 21, UHORP, Urban Forestry, CDBG); subdivision, site plan and variance applications; preparation of Master Plans and plan elements and advising on the construction of affordable housing. Ms. Banyra's strengths are in her broad-based knowledge of local, regional and national planning issues, her extensive experience in land use practice, and her comprehensive understanding of environmental systems and how they affect and are affected by the built environment.

Prior to her consulting work, Ms. Banyra worked in the public sector serving as the Planning Director for the Princeton Regional Planning Board and Township of West Milford. With a consulting career spanning over 25 years, she has been recognized as an expert before the Superior Court in New Jersey as well as in jurisdictions throughout the State of New Jersey. Her extensive experience in both public and private sector planning has provided her with a unique insight into the planning issues affecting a municipality.

235 7th Street #2
Jersey City, NJ 12561

T: (845) 255-5629
E: ebanyra@hvc.rr.com

P.O. Box 1524
New Paltz, NY 12561

Michael N'dolo, CEcD

Vice President, Camoin Associates

Michael's understanding of the relationship between development and municipal finance, as well as his experience leveraging the benefits of commercial and industrial tax incentives, brings a vital financial perspective to the firm's economic development planning projects. His recent work includes a comprehensive cost/benefit assessment of one of the largest high tech/R&D facilities proposed in New York State.

Of particular interest to Michael is working with communities to better understand the fiscal implications of their planning efforts, both comprehensive plans and economic development strategic plans. Michael's ability to help communities recognize the likely impact of various economic development initiatives on an "average" taxpayer has been an invaluable asset to the firm as Camoin Associates works to develop economic development strategic plans that are based in reality and fully implementable.

Michael has successfully completed professional training in IMPLAN and LOCI, computer modeling systems for economic and fiscal impact analysis, and is currently the only economic development professional in New York State utilizing these combined programs to assess an economic development project's impact on a locality's municipal tax revenue. Michael presented the firm's economic and fiscal impact modeling methodology during the Fall 2004 New York State Economic Development Council (EDC) conference, and additionally has made presentations to the New York State Economic Development Commission and the New England Economic Developers Association on impact studies.

Michael has a Master of Public Administration degree from the Maxwell School of Syracuse University. Prior to working at Camoin Associates, he was involved in facilities planning at the University of Minnesota.

Michael's recent involvement with economic analysis includes:

- **Town of East Greenbush, NY** - Village at Tempel Farm Mixed-use Economic & Fiscal Impact Analysis
- **City of Glens Falls, NY** - South Street Market Study, Cash Flow Analysis, & Revitalization Plan
- **City of North Tonawanda, NY** - Downtown Area Market Analysis & Financial Feasibility Study
- **Town of Halfmoon, NY** - Waterfront Condominium Market Study & Financial Feasibility Assessment
- **Nassau County, NY** - Long Beach Economic & Fiscal Impact Study of Beachfront Resort
- **Town of New Scotland, NY** - Kensington Woods Fiscal Impact Study of Residential Development
- **Thomas Edison State College, NJ**—Preliminary CEDS Report for North Central New Jersey
- **City of Johnstown, NY**—Economic Base and Market Analysis
- **City of Painesville, OH**—Economic & Fiscal Impact Study of the LakeEast Hospital Relocation
- **Shore Development Partners**—Fiscal & Economic Impact of Waterfront Project in Long Beach, NY
- **City of Bangor, ME**—Economic Impact Analysis of Arena and Conference Center

Sylvia M. Kovács

470 Schooley's Mountain Rd. Ste 8-342, Hackettstown, NJ 07840
Tel 908.813.2823 Fax 908.813.9804

SUMMARY

Innovative, 'out-of the box' thinking professional with 20 plus years of expertise in balancing the four tenets of sustainability: **economic, environmental, social equity and institutional good governance**. Experience in working with and within **government, not-for-profit and corporate** environments. International, inter-governmental **cross-sectoral** expertise; corporate **cross-functional** experience. Published research on the relationship between **voluntary mechanisms and regulation** as they relate to sustainable development. Recipient of the U.S. Department of Interior's Excellence Award. Sustainability Consultant for the City of Hoboken's 2010 Master Plan Re-examination Report.

Sustainable Development and Regional Master Planning stakeholder experience via the several year **NJ Highlands Regional Master Plan** process focusing on developing Goals, Policies, Objectives and Programs targeting: protection, enhancement and restoration of natural resources – water, air, soils/vegetation/wildlife, and ecosystem management – as well as mitigation for consumptive and depletive water usage, i.e., on-site groundwater recharge. **County-level** experience in **historic, farmland and open space preservation**. **Municipal land use experience**. Certified **Permaculture Design** Consultant.

Working with several New Jersey municipalities' and counties' professional planners on developing **urban/suburban/rural redevelopment and economic development strategies**, including **alternative and renewable energy, resiliency and disaster preparedness/mitigation**, and **climate disruption** adaptation and mitigation opportunities as well as other elements leading to **Sustainability Master Plans**. Involved with **local/regional food movement** groups that promote an economically viable, **local/regional sustainable agricultural community** with a focus on **nutrition, community health** and the **value-add organic market**.

PRESENT AFFILIATIONS

American Planning Association NJ Chapter – *Member*
Native Plant Society of New Jersey – *Vice President, Board of Trustees and Highlands Liaison*
New Jersey State Soil Conservation Committee's *Innovative Technologies Task Force, Chair*
North Jersey Energy Users Forum – *Steering Committee, Member*
North Jersey Resource Conservation & Development Council – *Board of Trustees*
Northeast Sustainable Agriculture Working Group, – *Member*
Sustainable Highlands' Institute for a Resilient Economy – *President, Board of Trustees*
Warren County Board of Health's Community Health Improvement Coalition – *Steering Committee, Member*
Food and Nutrition Workgroup, *Member*
USDA/Natural Resource Conservation Service - Ecosystem Marketing Working Group, *Member*
Warren County Soil Conservation District – *Board Supervisor*
Warren County Solid Waste Advisory Council – *Municipal Representative*

RECENT PAST AFFILITATIONS

Independence Township (Warren County) *Land Use Board, Member*
New Jersey Highlands Coalition, *Member - Board of Trustees*
Natural Currents (Tidal Turbines), LLC – *Member, Board of Advisors*
Warren County Environmental Commission, *Member*
Warren County Municipal and Charitable Conservancy Trust Fund Committee, *Member*

Sylvia M. Kovács

470 Schooley's Mountain Rd. Ste 8-342, Hackettstown, NJ 07840
Tel 908.813.2823 Fax 908.813.9804

EDUCATION

Post-Graduate Studies, Public Policy Analysis and Environmental Policy Studies, New Jersey Institute of Technology and Rutgers University (accepted to Ph.D. Program)

M.A., Environmental Management, Montclair State University

Graduate Studies, Cognitive Processing/Psycholinguistics, Universität Konstanz, Germany and San Francisco State University

B.A. Germanic Languages/Literature, Rutgers University

Intensive Language/Culture Programs, Kossuth Egyetem (University), Debrecen, Hungary and Goethe Institute, Passau, Germany

RESURGENT ECOLOGICAL, SUSTAINABILITY CONSULTANTS

1982- present

SUSTAINABILITY, PUBLIC POLICY, STRATEGIC PLANNING AND ISSUES ADVOCACY

- Consultant to professional municipal planning firm on sustainability and resiliency issues
- Advising both federal and state agencies on ecosystem services and markets
- Working with state agency on developing protocols for innovative technologies
- Working with local and regional organizations to promote democratized, distributed energy generation, reducing greenhouse gas emissions and helping to mitigate climate disruption
- As United Nations 'Designated Expert', worked with government agencies on sustainability issues
- Worked with national/international groups to help governments develop policies promoting sustainability
- Facilitated Multi-Stakeholder Dialogues of Major Groups (scientific, business/industry, citizens groups, academia) within the UN community that foster public policies targeting sustainable development goals
- Profiled voluntary initiatives and agreements of various international stakeholder groups (i.e. business, governments, trade unions, NGOs), evaluating critical success factors which could complement and enhance environmental regulations as well as help attain larger sustainable development goals
- Advised different clients on strategic planning, internal capacity-building and program development
- Conducted strategic research of Human Resource attributes for Fortune 100 Company's Manufacturing Strategy, analyzing/projecting labor force, education, training/skills requirements for 25 year horizon

SUSTAINABLE DEVELOPMENT RESEARCH AND MONITORING

- Identified financing mechanisms and economic instruments for sustainable development; monitored and analyzed implementation of multilateral environmental agreements
- Advised on development of sustainability indicators for evaluating 'Best Practices'
- Developed both quantitative and qualitative methodologies to evaluate corporate sustainability
- Researched and evaluated pollution prevention, technology transfer and cleaner production technologies
- Investigated and analyzed corporate (predominantly multinational) environmental policies and practices
- Researched industry environmental trends, monitored domestic and international industry economic and environmental issues, which included environmental regulations
- Examined corporate Product Stewardship policies and programs (i.e., DfE, DfD, ISO 14000/1)
- Analyzed corporate/national partnership sustainability initiatives (i.e., Merck/INBio)

Sylvia M. Kovács

470 Schooley's Mountain Rd. Ste 8-342, Hackettstown, NJ 07840
Tel 908.813.2823 Fax 908.813.9804

UNITED NATIONS COMMISSION ON SUSTAINABLE DEVELOPMENT

Experience working as part of the following:

- Financing Mechanisms & Economic Instruments Drafting Caucus
- Consumption & Production Patterns Working Group
- Technology Transfer Working Group
- Sustainable Agriculture Caucus
- Sustainable Forestry Caucus
- Sustainable Energy Caucus

COGNITIVE PROCESSING, LINGUISTICS RESEARCH/ANALYSIS AND TECHNICAL EDITING

- 2½-year federally-funded project focused on Cognitive Processing and Discourse Analysis. Original research included designing the linguistic paradigm and collecting and analyzing the data. Findings presented in Canada and the United States
- Technical editing of scientific, medical and pharmaceutical data
- Brand name generation for products and services to cross linguistic and country boundaries

LEVI STRAUSS & CO., INC.

1979-1984

PROJECT MANAGEMENT

- Project Lead for state-of-the-art Human Resource Information System which reduced departmental expenditures by 12% the first year, 17% subsequent years
- Researched business, informational and functional requirements; implemented hardware and software conversion project of Company's Applicant Tracking System, coming in under budget, within timeframe
- Handled above project while taking on new responsibilities via promotion to new department and still managing previous departmental staff (due to lay-off situation/attrition)

MANAGEMENT

- Developed Human Resource departmental policies and procedures, increasing productivity and efficiency
- Effectively managed and developed six direct reports; hiring and firing responsibilities
- Departmental budget responsibilities; benefit and salary administration
- Developed job responsibilities and job descriptions
- Troubleshot systems, procedures and personnel issues and problems

PAST CIVIC INVOLVEMENT

1991 - 1999

- Member and past-president - Caldwell, New Jersey's Environmental Commission – completed Environmental Resource Inventory, Township Tree Inventory and Recycling Project
- Member - Essex County Solid Waste Advisory Council – focused predominantly on incinerator issues and waste minimization and recycling issues
- Member - King's Supermarket Consumer Advisory Panel – gave Environmental Shopping Tours and worked with management on environmental, food safety, food quality and consumer education issues

Sylvia M. Kovács

470 Schooley's Mountain Rd. Ste 8-342, Hackettstown, NJ 07840
Tel 908.813.2823 Fax 908.813.9804

PRESENTATIONS

- New Jersey Department of Environmental Protection (October 1999) - *The United Nations Division for Sustainable Development's Voluntary Initiatives and Agreements Project*
- Second Mid-Atlantic Environmental Conference (April 1996) - *Sustainable Development: From the Rio Earth Summit to the Istanbul Habitat II Conference*
- Association of New Jersey Environmental Educators 11th Annual Conference (January 1996) - *The United Nations Commission on Sustainable Development - An Overview*
- New Jersey Department of Environmental Protection (December 1995) - *The Work of the United Nations Commission on Sustainable Development*
- Executive Enterprises Conference (September 1994) - *Corporate Environmental Reporting: A Third Party Perspective*
- Case Study Panelist at World Environment Center/International Environmental Forum (June 1994) - *Corporate Environmental Reporting*
- 4th Annual Global Environmental Management Initiative (GEMI) Conference (March 1994) - *Public Accountability - Corporate Environmental Reporting*
- Institute for International Research Conference (October 1993) - *Creating Environmentally Responsible Packaging*

PUBLICATIONS

- **Multi-stakeholder Dialogues: Encouraging Active Participation**, United Nations Forum on Forests, United Nations Document, 2002
- **Review of Voluntary Initiatives and Agreements: An Analytic Overview**, United Nations Division for Sustainable Development, United Nations Document, 2001/2002
- **Profiling of Voluntary Initiatives and Agreements: Alternative Mechanisms for Sustainable Development Policy Making**, United Nations Division for Sustainable Development, United Nations Documents, Summer 1999.
- *'Collector of Waste and Recycler of Valuable Materials,'* Co-editor with Maarten De Kadt, In **Not Just As They Please: Individuals, Organizations and the Environment**, 1998.
- *'The Tobin Tax Proposal,'* **ECO** -- NGO Newsletter at the 1995 Intersessional Meeting of the United Nations Commission on Sustainable Development, February 1995
- *'Public Accountability: The Need for Comprehensive, Standardized Environmental Reporting,'* 1994 Global Environmental Management Initiative Annual Proceedings.
- **Shopping for a Better World**, Benjamin Hollister *et. al.* Sierra Club Books, 1994.

SOME CLIENTS AND WORK ASSIGNMENTS

COUNCIL ON ECONOMIC PRIORITIES
HAMBURGER UMWELT INSTITUT (GERMANY)
MERCK & CO
NEW JERSEY INSTITUTE OF TECHNOLOGY

EFB ASSOCIATES PROFESSIONAL PLANNERS
MBS/VOX - A COMMONHEALTH COMPANY
NABISCO BRANDS
PRESERVE HISTORIC HACKETTSTOWN

UNITED NATIONS DIVISION FOR SUSTAINABLE DEVELOPMENT
UNITED NATIONS FORUM ON FORESTS

SECTION 5



References

Borough of Roselle

210 Chestnut Street

Roselle, NJ 07203

David G. Brown II, Borough Administrator

908.245.5600

City of Long Branch

344 Broadway

Long Branch, NJ 07740

Howard Woolley, City Business Administrator

732-571-5678

Township of Bloomfield

1 Municipal Plaza

Bloomfield, NJ 07109

Glenn Domenick, Director of Community Development

(973) 680-4192

Borough of New Providence

360 Elkwood Avenue

New Providence, NJ 07974

J. Brooke Hern, Mayor

908.665.1400

Borough of Freehold

57 West Main Street

Freehold, NJ 07728

Joseph Bellina, Business Administrator

732.462.4200



Maser Consulting's professional planners have prepared a variety of preliminary investigation reports for Area in Need of Redevelopment designations and supportive research for Area In Need of Rehabilitation designations in municipalities throughout New Jersey. They have also prepared redevelopment plans for many New Jersey municipalities in accordance with the requirements of the Local Redevelopment Housing Law. Additionally, our planners have conducted redevelopment feasibility studies in neighborhoods, on brownfield sites, along highway corridors and near transit stations in order to determine appropriate use of redevelopment or rehabilitation area plans or to implement rezoning, design guidelines and sustainable design standards such as LEED for Neighborhood Development.

AREA IN NEED OF REDEVELOPMENT STUDIES

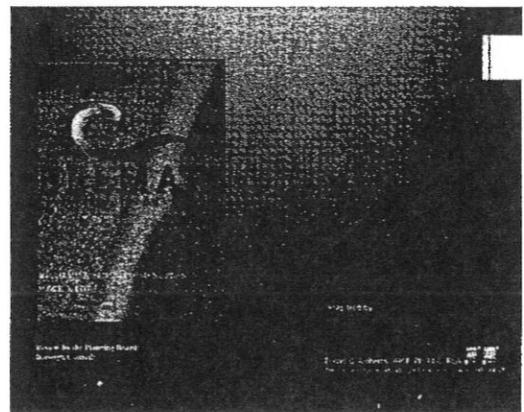
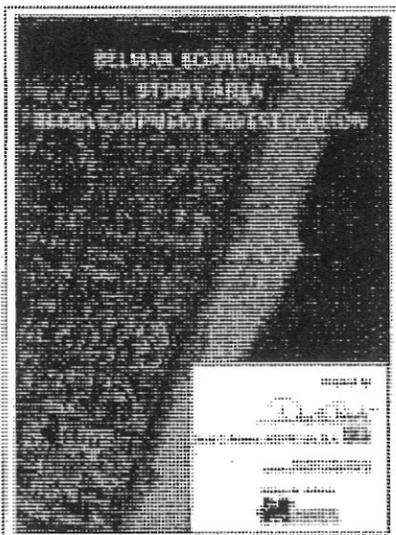
- Montclair, NJ – Hahne's Department Store
- Roselle, NJ – First Avenue/Aldene Road
- Milltown, NJ - Ford Avenue
- Hackettstown, NJ
- Upper, NJ - Beesley's Point
- Marlboro Psychiatric Hospital, NJ
- Roseland, NJ – Safer Site
- Keansburg, NJ – Waterfront
- Belleville, NJ – 638 Washington Avenue
- Belleville, NJ – Roche Diagnostic
- Belleville, NJ – Senior Housing
- Belleville, NJ – School One
- South Bound Brook, NJ – Elizabeth Street
- Northvale, NJ – Deluxe Drycleaners
- Belmar – Boardwalk Redevelopment Area

AREA IN NEED OF REHABILITATION STUDIES

- Scotch Plains, NJ
- Belleville, NJ – Belmont Avenue
- Northvale, NJ – Senior Housing

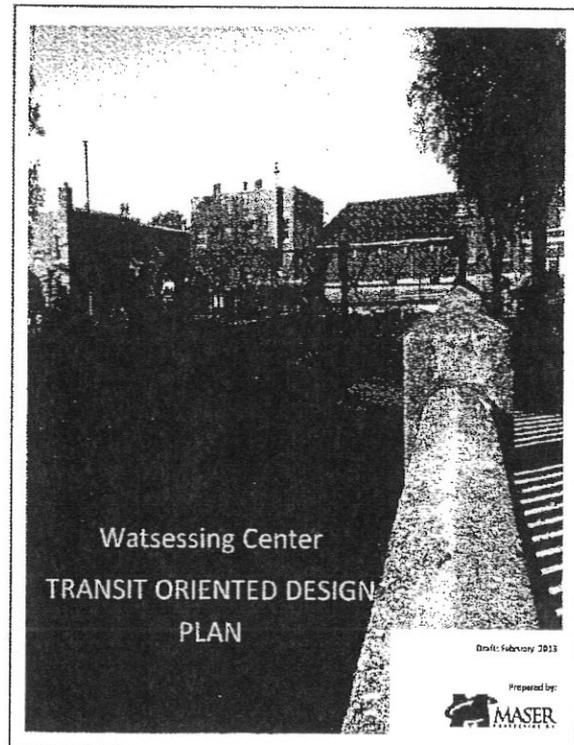
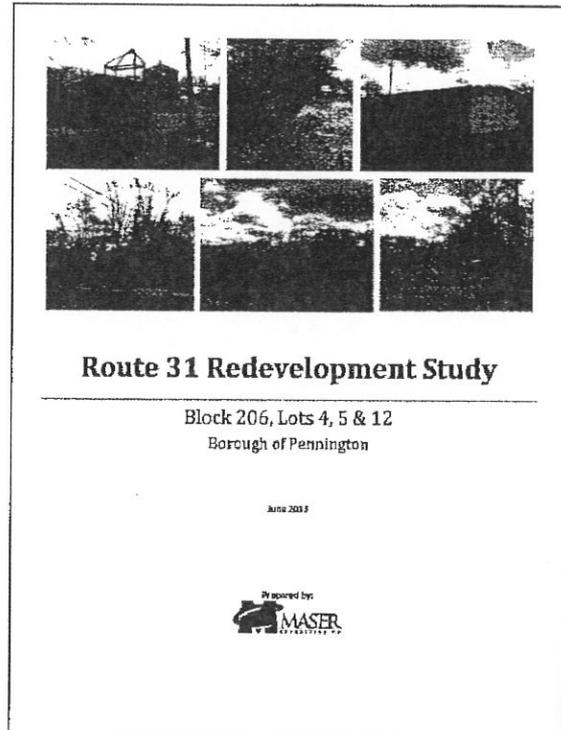
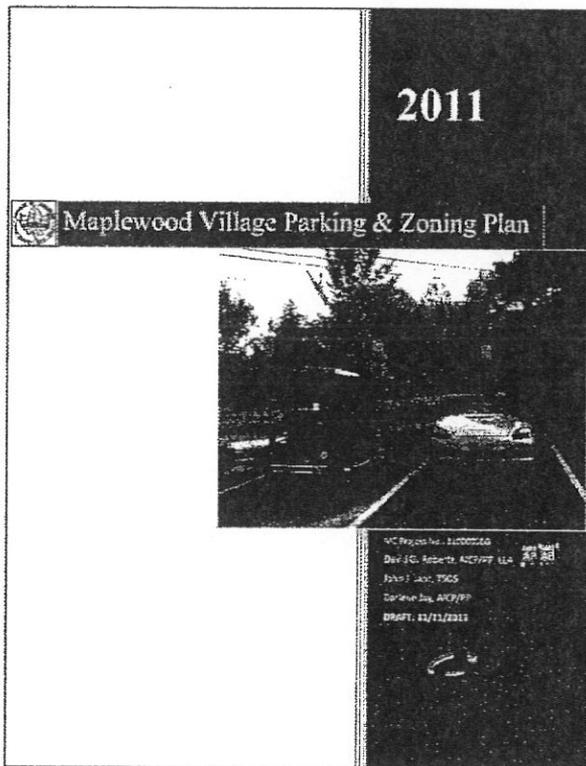
REDEVELOPMENT PLANS

- Belmar, NJ (Seaport & Boardwalk Redevelopment Plans)
- Clark, NJ
- Freehold, NJ (Downtown Core Redevelopment)
- Newark, NJ – Station 1 Site, Roseville Station
- Ridgefield Park Village, NJ – Downtown Plan
- Sea Bright, NJ
- Scotch Plains, NJ
- Somerville, NJ, Gaston Avenue
- West Windsor, NJ – Princeton Junction
- Edison, NJ – Jackson Avenue
- Carteret, NJ - Chrome Area
- Hightstown, NJ – The Mill
- Hamilton, NJ - Hamilton Train Station
- Bloomfield, NJ – Hartz Mountain, Oakes Pond, Bloomfield Station Phase 1, Phase 2
- Belleville, NJ – Belmont Avenue
- Belleville, NJ – Roche Diagnostic
- Belleville, NJ – Senior Housing
- Belleville, NJ – School One
- South Bound Brook, NJ – 45 Main Street
- South Bound Brook, NJ – Elizabeth Street
- Northvale, NJ – Senior Housing
- Roselle, NJ – North Chestnut Street, Roselle Golf Club, South Central Neighborhood Revitalization Plan
- Roseland, NJ – Safer Site



REDEVELOPMENT FEASIBILITY STUDIES

- South Hackensack, NJ – Smart Futures Grant
- Pennington, NJ – Route 31 Redevelopment Study
- Bloomfield, NJ – Watsessing Center TOD Plan
- Maplewood Village Parking & Zoning Plan
- Hercules Munitions Plant Site Redevelopment Feasibility Study, Roxbury Township (for Ashland, Inc.)





LEED PROJECTS

Client: Lincoln Park Coast Cultural District, Inc. (LPCCD) City of Newark, Essex County, NJ

Project: Symphony Hall West Redevelopment Investigation and Plan

Redevelopment investigation report and provided planning testimony that led to the designation of portions of several blocks situated between Lincoln Park and Symphony Hall as an Area In Need of Redevelopment and Area In Need of Rehabilitation. The area was dominated by surface parking lots, auto recycling and storage, and contained numerous dilapidated buildings, including the remains of the First Presbyterian Church, reputed to be the site of a speech by Abraham Lincoln. He then collaborated with architects from The Hillier Group to develop a redevelopment plan for the area that would accommodate a proposed Museum of African American Music as the anchor opposite Symphony Hall of a new Cultural Neighborhood District. The Plan provides for a wide variety of dwelling unit types and live-work opportunities to meet the needs of artists and musicians, as well as businesses that provide for the needs of the arts. Since adoption of the redevelopment plan, the District has become home to the "City Without Walls" art gallery in a renovated auto repair garage, as well as newly rehabilitated live-work lofts across the street. In 2007, Mr. Roberts was engaged by the LPCCD directly to draft revisions to the adopted Plan in order to expand the area and incorporate LEED-ND planning principals that led to the ultimate **LEED Certification of the Plan as Stage 2 LEED-ND Gold.**

Client: Borough of Belmar, Monmouth County, NJ

Project: Belmar Seaport Redevelopment Investigation and Plan

Redevelopment investigation report and planning testimony that led to the designation of several blocks situated in the northern section of Belmar's Downtown between 8th Avenue and the Shark River Inlet as an Area In Need of Redevelopment. The area was dominated by surface parking lots, vacant warehouse and retail buildings, auto repair and a disjointed street system cut off from the Belmar Marina by a rail embankment and NJ Highway 35. He then developed a redevelopment plan for the area that was catalyzed by the completion of a high-span bridge over the Inlet that enabled the roadway network to be extended to the Marina under the new bridge. The Plan provides for a wide variety of dwelling unit types, as well as businesses along a recaptured, publicly oriented river frontage. Since adoption of the redevelopment plan, the Borough incorporated sustainable design guidelines and the Plan was **registered among the LEED-ND Pilot Projects for Stage 2 in 2008-09.** In 2010, Mr. Roberts prepared an amendment to the Plan that incorporated LEED-ND standards designed to stimulate organic redevelopment by private property owners on smaller sites.

Client: Aztec Corporation, 5 Penn Plaza, 24th Floor, NY, NY

Project: Landscape architecture, construction administration and observation services for the development of a rooftop garden at 5 Penn Plaza in New York City. The 24th, 25th, and 26th floors are being renovated for Acuity Lighting. The roof top garden will be 10,000 SF to 15,000 SF and located on the 24th floor.

Seeking Silver Certification

Client: Clarkson University, Potsdam, NY

Project: Science Center Addition

Site design and civil engineering services were provided for the proposed addition to connect the Bayard Science Center and the Schuler Educational Resources Center buildings. Services include preliminary site plans, dimension plan, grading, drainage and utility plans; landscaping and lighting plans, erosion and sediment control plan, and stormwater pollution prevention plan.

Seeking Gold Certification

Client: Richardson Commercial, LLC Realtors

Project: Greenleaf Professional Center, Hamilton Township, Mercer County, NJ

Site design and civil engineering services for one (1) three-story, 21,500 SF office building with associated site improvements and stormwater management design. Services include concept planning, dimension plan, grading, drainage, and utility plan, soil erosion and sediment control plan, landscaping and lighting plan, permitting, and stormwater management design. Our services also included surveying and preliminary subsurface investigations.

Seeking Silver Certification





Experience

Client: Crestwood Ventures, LLC

Project: Twin Ponds Corporate Center, Hamilton Township, Mercer County, NJ

Site design, surveying, geotechnical, traffic, cultural resources, wastewater management and planning services were provided for the development of two (2) two-story office buildings, totaling approximately 80,000 SF with associated site improvements. Services include dimension plan, conceptual design, grading, drainage and utility plan, soil erosion and sediment control plan, landscaping and lighting design,

Seeking LEED Certification

Client: JLS Corporation

Project: James Toyota Dealership, Flemington, Hunterdon County, NJ (James Botsacos)

Civil and site engineering services for the development of a new car dealership and services facility. Services included surveying, preliminary and final site plan approvals, and applications for required permits, traffic engineering, and redesign of drainage/detention system, overall landscape master plan, site lighting, Hunterdon County Planning Board Application, and application for LEED Certification.

Received LEED® Certification and Silver Rating

Client: HELP USA

Project: HELP Genesis Clinton Avenue, City of Newark, Essex County, NJ

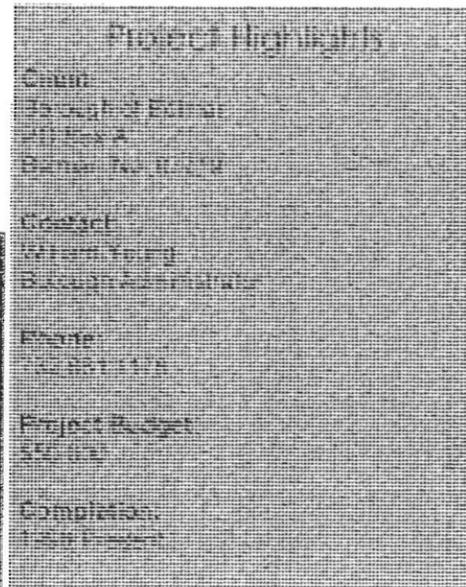
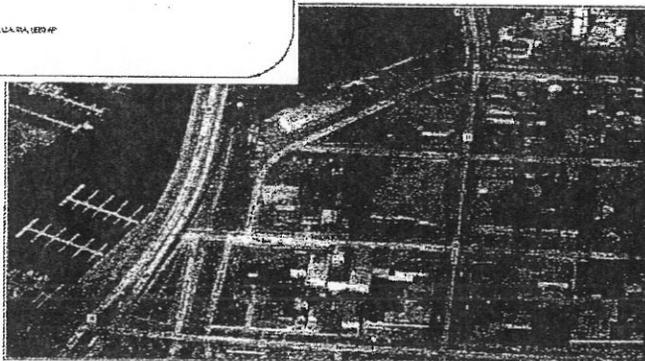
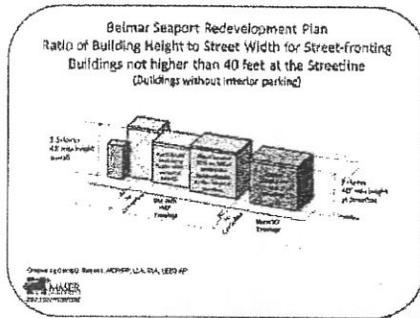
Site design and civil engineering services were provided for one (1) four-story, 56 unit multi-family structure with associated site improvements. Services include surveying, dimension plan, grading, drainage, and utility plan, soil erosion and sediment control plan, landscaping and lighting plan, permitting, and stormwater management design.

Seeking Platinum Certification



Belmar Seaport Redevelopment Investigation & Plan

Borough of Belmar, Monmouth County, NJ



Project Description

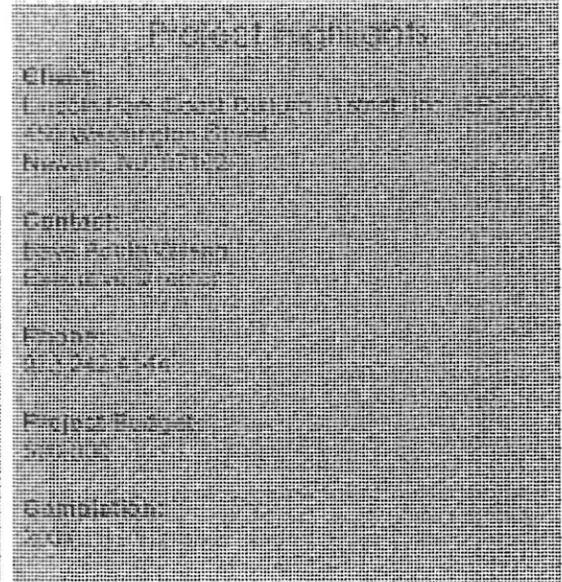
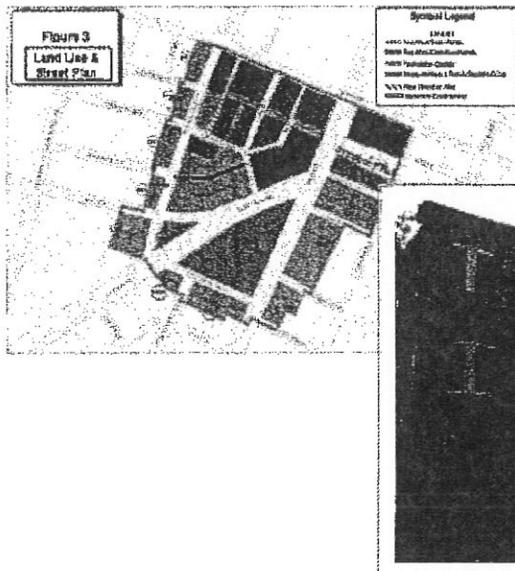
Our professional planning team developed a redevelopment investigation report and provided planning testimony that led to the designation of several blocks situated in the northern section of Belmar's Downtown between 8th Avenue and the Shark River Inlet as an Area In Need of Redevelopment. The project area was dominated by surface parking lots, vacant warehouse and retail buildings, auto repair and a disjointed street system cut off from the Belmar Marina by a rail embankment and NJ Highway 35. A redevelopment plan was developed for the area that was catalyzed by the completion of a high-profile bridge over the Inlet that enabled the roadway network to be extended to the Marina under the new bridge. The Plan provides for a wide variety of dwelling unit types, as well as businesses along a recaptured, publicly oriented river frontage. Since adoption of the redevelopment plan, the Borough incorporated sustainable design guidelines and the Plan was registered among the LEED-ND Pilot Projects for Stage 2 in 2008-09. In 2010, Prepared an amendment to the Plan that incorporated LEED-ND standards designed to stimulate organic redevelopment by private property owners on smaller sites.

Services Provided

- Redevelopment Investigation Report
- Redevelopment Planning
- Expert Testimony
- Sustainable Design Guidelines

Symphony Hall West Redevelopment Investigation & Plan

City of Newark, Essex County, NJ



Project Description

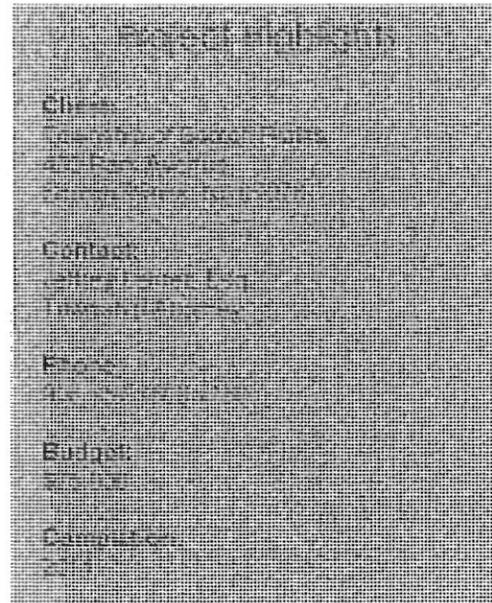
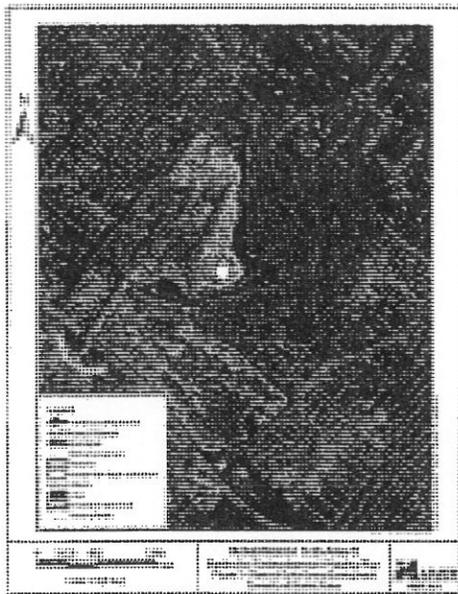
Our professional planning team prepared a redevelopment investigation report and provided planning testimony that led to the designation of portions of several blocks situated between Lincoln Park and Symphony Hall as an Area In Need of Redevelopment and Area In Need of Rehabilitation. The area was dominated by surface parking lots, auto recycling and storage, and contained numerous dilapidated buildings, including the remains of the First Presbyterian Church, reputed to be the site of a speech by Abraham Lincoln. He then collaborated with architects from The Hillier Group to develop a redevelopment plan for the area that would accommodate a proposed Museum of African American Music as the anchor opposite Symphony Hall of a new Cultural Neighborhood District. The Plan provides for a wide variety of dwelling unit types and live-work opportunities to meet the needs of artists and musicians, as well as businesses that provide for the needs of the arts. Since adoption of the redevelopment plan, the District has become home to the "City Without Walls" art gallery in a renovated auto repair garage, as well as newly rehabilitated live-work lofts across the street. In 2007, The Firm was engaged by the LPCCD directly to draft revisions to the adopted Plan in order to expand the area and incorporate LEED-ND planning principals that led to the ultimate LEED Certification of the Plan as Stage 2 LEED-ND Gold.

Services Provided

- Redevelopment Investigation Report
- Redevelopment Planning
- LEED Certification

Scotch Plains Rehabilitation Area Redevelopment Plan

Township of Scotch Plains, Union County, NJ



Project Description

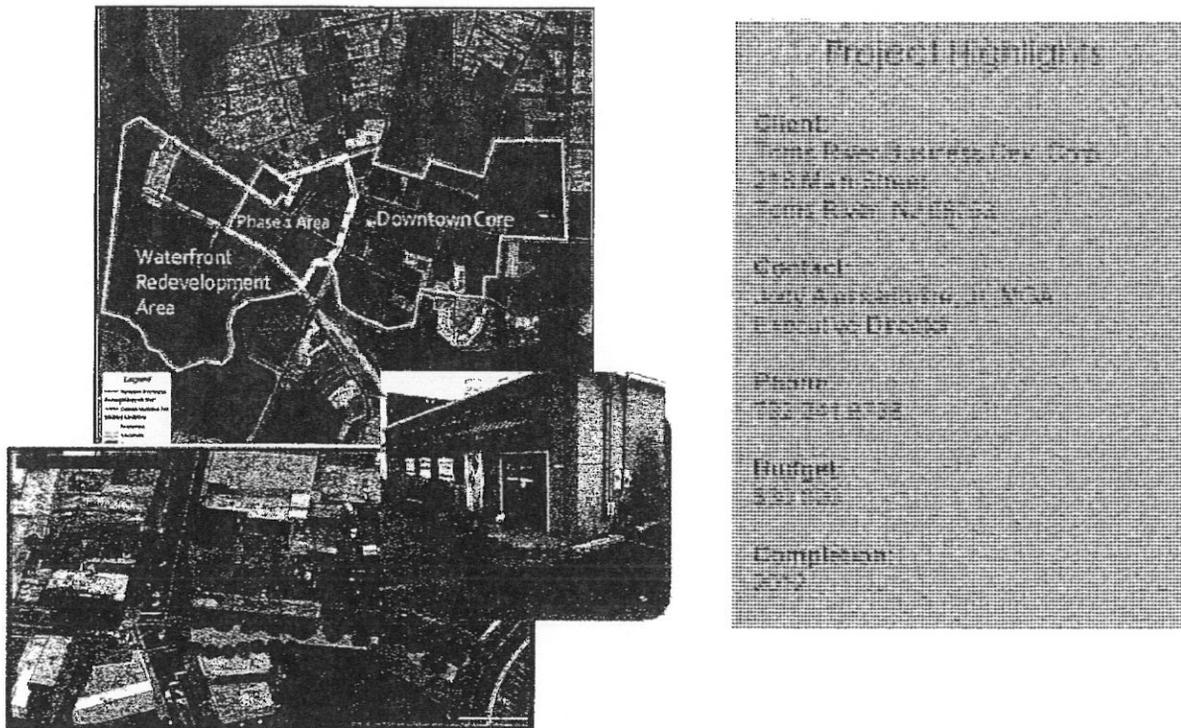
Maser Consulting was appointed in 2011 as the Township Planner in the Township of Scotch Plains with the immediate charge of helping the Township digest that the 95 year old, 145 acre Shackamaxon Golf Club was for sale. The Golf Club is the single largest property in this fully developed and mature suburban town. Fearing the prospect of almost 100 single family homes and wrestling with the needs of its downtown for revitalization, the Township originally asked Maser Consulting to perform a redevelopment investigation. Maser Consulting's planning team of John Madden and David Roberts quickly assessed the areas of concern against the statutory criteria for blight and recommended an alternative approach using a rehabilitation area designation of three "subareas". Maser Consulting's team developed a single redevelopment plan linking the subareas for purposes of providing the Township maximum flexibility in using municipal lands to negotiate a public-private partnership through a redevelopment agreement, while having maximum control over the use and future development of the Golf Club site. The Plan included a variety of principles from LEED for Neighborhood Development and was adopted in May of 2011 and amended in September 2011 with input from the contract purchaser of the Golf Club site. Maser Consulting is currently assisting the Township Attorney with the redevelopment agreement.

Services Provided

- Rehabilitation Area Designation
- Redevelopment Planning
- Green Building and Sustainable Design

Downtown Toms River Waterfront Redevelopment Plan

Township of Toms River, Ocean County, NJ



Project Description

Maser Consulting was engaged by the Toms River Business Development Corporation (Downtown Toms River, Inc.) to prepare a redevelopment investigation report to expand the existing Waterfront Redevelopment Area in the Downtown Business Improvement District (BID) to include an additional block separating it from the Downtown Core and then prepare a Phase 1 Redevelopment Plan.

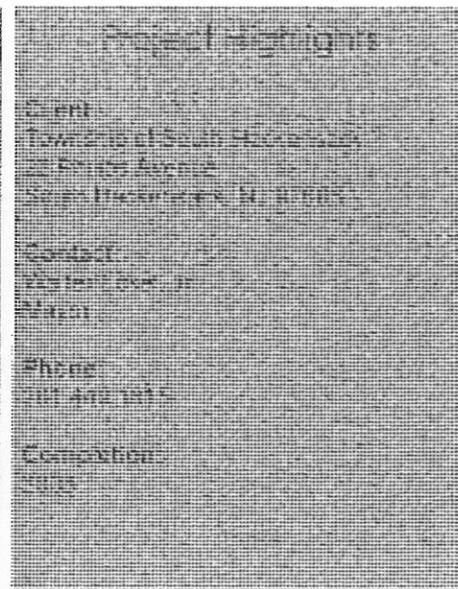
Maser Consulting worked with the Township Planner and the combined Land Use Committees of the BID and the Township Planning Board to coordinate traffic analyses and the shepherding of the designation and plan through the redevelopment process.

Services Provided

- Redevelopment Area Designation
- Redevelopment Planning
- Green Building and Sustainable Design

Redevelopment and Revitalization Guidelines

Township of South Hackensack , Bergen County, NJ



Project Description

South Hackensack was awarded a Smart Future Grant from the Office of Smart Growth to prepare a redevelopment plan improving the physical and visual amenities associated with the business districts in the Township. Three study areas were investigated: the Route 46 corridor, Garfield Park section of the Township and the area along Huyler Street south of Route I-80. A field inspection and photo inventory was conducted of all three areas and tax records researched to determine if any of the study areas would qualify as areas in need of redevelopment.

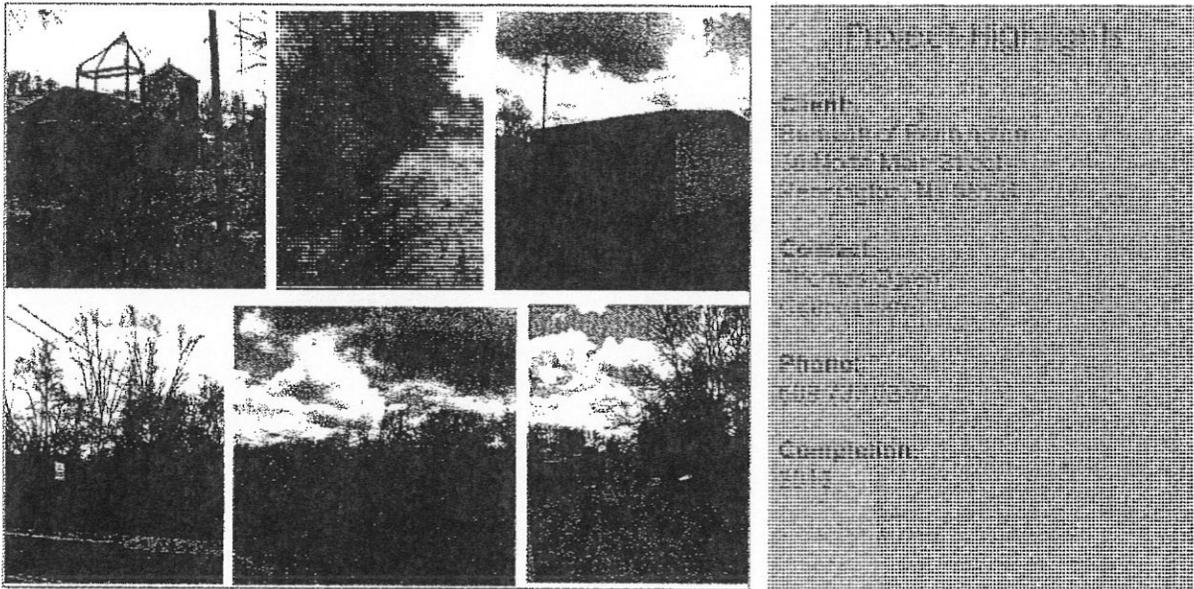
Rather than declare the three areas to be areas in of redevelopment, the Township's Planning Board proposed to encourage private revitalization and redevelopment. Toward that end, streetscape and façade design guidelines were prepared to guide new development and were incorporated as an amendment to the Township Master Plan. These guidelines reflect a future vision for each of the study areas. In addition to the streetscape and façade guidelines, zoning recommendations and planning standards for each of the study areas were included that encourage new mixed-use development and promote compatible land uses.

Services Provided

- Design Guidelines
- Ordinance Recommendations
- Conceptual Drawings
- Parking Standards
- Pedestrian Facility Design
- Landscaping Recommendations
- Signage

Route 31 Redevelopment Study

Borough of Pennington, Hunterdon County, NJ



Project Description

Maser Consulting was retained in 2013 to complete a Redevelopment Study for three lots owned by the Borough of Pennington. The study, funded by the Delaware Valley Regional Planning Commission, required a short, six-month work program. The project was guided by a Grant Oversight Committee, which was the sounding board for ideas and concepts presented throughout the process. Public information meetings were also held to solicit feedback from residents and business owners during the course of the project. Maser Consulting examined the land use issues and existing zoning surrounding the Study Area. GIS mapping technology was used to understand the Area's development feasibility due to steep slopes, wetlands, streams, and associated buffers. An economic analysis was completed to determine the market potential within the Borough. Socio-economic characteristics and retail segments with room for growth were also analyzed.

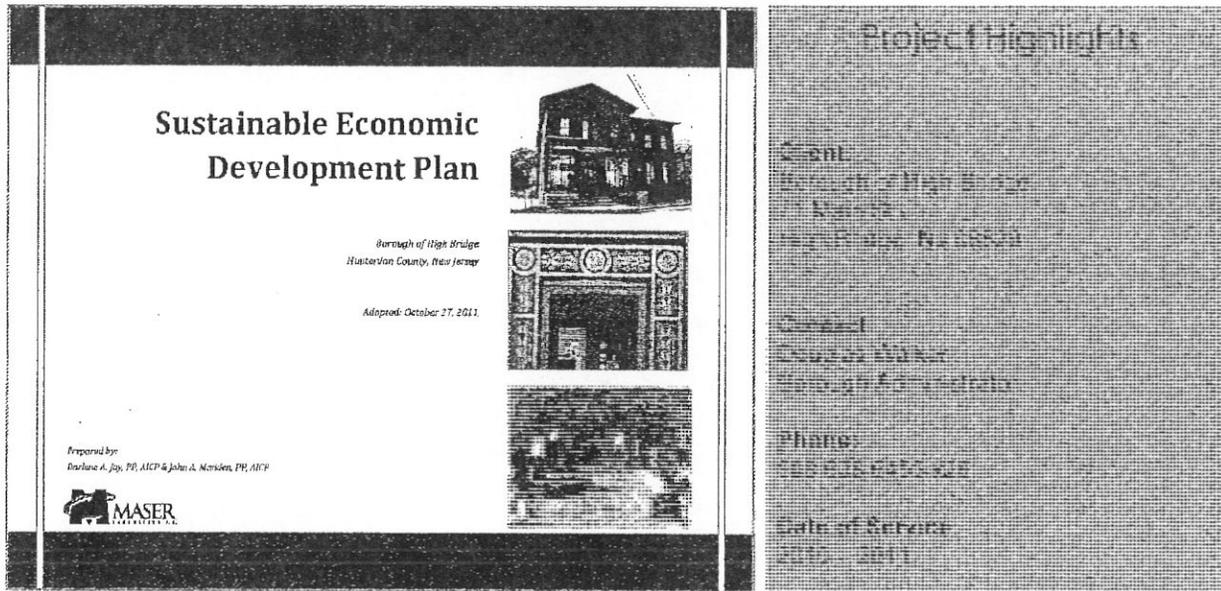
Two alternative development scenarios were prepared based on the results of the feasibility analysis. Subsequently, land use and design standards were crafted to implement the development scenarios. Requirements for uses, bulk standards, accessibility, signage, and landscaping were detailed. Finally, a traffic impact study was completed, which identified the potential impacts of redeveloping the Study Area and improvements necessary to support future development.

Services Provided

- Public Outreach
- GIS Mapping
- Market Potential Assessment
- Ordinance Recommendations
- Design Guidelines
- Land Use Analysis
- Traffic Analysis and Planning

Sustainable Economic Development Plan

Borough of High Bridge, Hunterdon County, NJ



Project Description

In 2010, the Borough of High Bridge was awarded a grant from the New Jersey Highlands Council to prepare a Sustainable Economic Development Plan Element. The purpose of the plan was to develop a proactive economic development strategy that imports financial capital into the Borough while protecting natural and historic assets. The four phase process included examining existing conditions, preparing and distributing surveys, conducting a public workshop and drafting the plan. Throughout the process the public was engaged through a variety of tools and mediums.

The resulting plan is based upon the existing conditions analysis and the information provided by the public. The plan focuses on diversifying High Bridge's economy by utilizing existing assets to transform the Borough into a destination for cultural/heritage tourism and outdoor recreation. Five overall goals guide the plan, which are supported by more than 40 strategies and actions. An implementation matrix was composed to prioritize actions, assign responsible entities and establish indicators to measure progress.

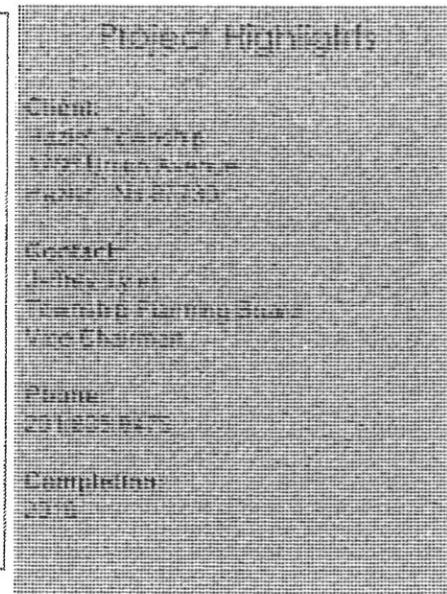
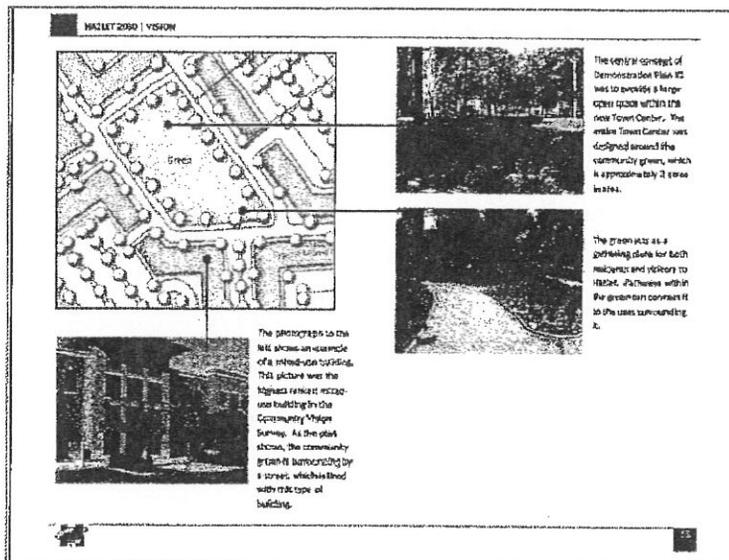
Services Provided

- Ordinance Recommendations
- Public Outreach
- Market Potential Assessment



Hazlet 2030 Vision Plan

Hazlet Township, Monmouth County, NJ



Project Description

In 2008, Hazlet Township was awarded a Smart Future Planning Grant from the Office of Smart Growth to prepare a Community Vision Plan. To develop a community vision, a series of interactive public workshops were held with residents and community stakeholders. These workshops included breakout sessions, a Community Vision Survey, mapping exercises along with an online Community Questionnaire, which were carefully crafted to gain the necessary input to create a 2030 vision for Hazlet. Also included was a feedback loop, to allow for refinement of the resulting vision statement, vision plans and demonstration plans.

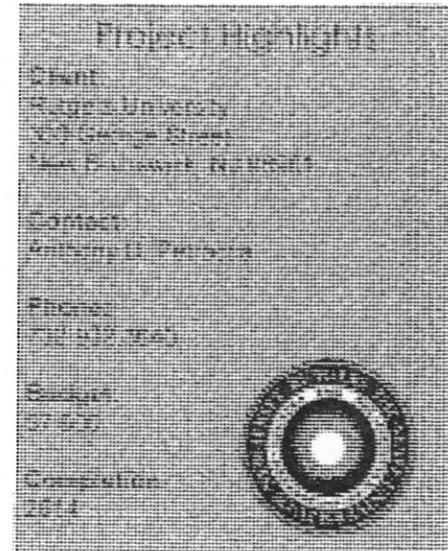
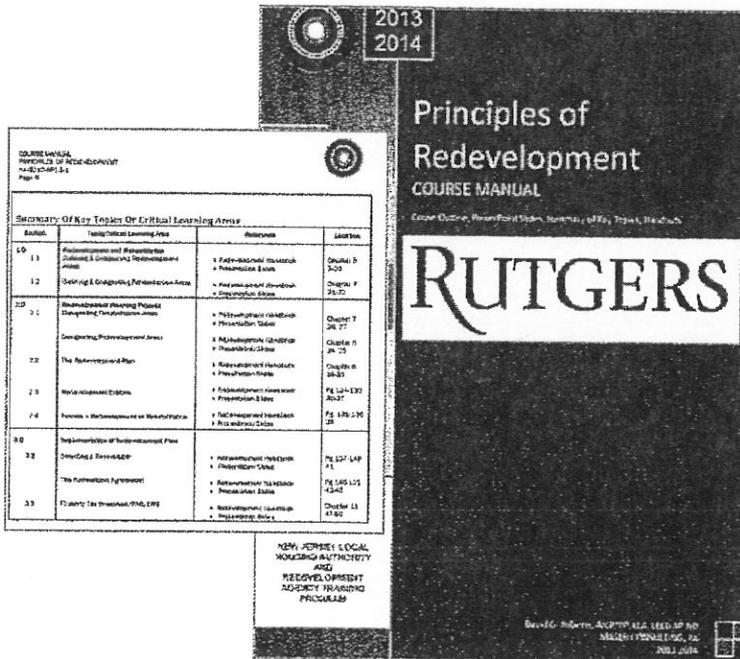
The resulting **Hazlet 2030 Vision Plan** is a community-derived concept of what Hazlet ideally should look like from a land use and development perspective. It documents the concerns, ideas and preferences of Hazlet's citizens, merchants and Township officials. The **Hazlet 2030 Vision plan** contains numerous graphics to accentuate the text, making the document easy to understand. The adopted plan provides specific goals, indicators and actions to implement Hazlet's vision, which will guide Township officials as they consider future development, land preservation and recreation.

Services Provided

- Community Visioning
- GIS/Asset Management
- Sketch Up Computer Simulations



New Jersey Local Housing Authority & Redevelopment Agency Training Program
 New Brunswick, Middlesex County, NJ



Project Description

Maser Consulting was selected by Rutgers University's Center for Government Services for development and instruction of "Principles of Redevelopment" course over the two-year contract period of 2013-2014. David G. Roberts, AICP, PP, LLA, LEED AP ND, serves as Maser's instructor and had originally created the course outline in 1997 and has served as the course's principal instructor since that time except for a two year hiatus between 2010 and 2012.

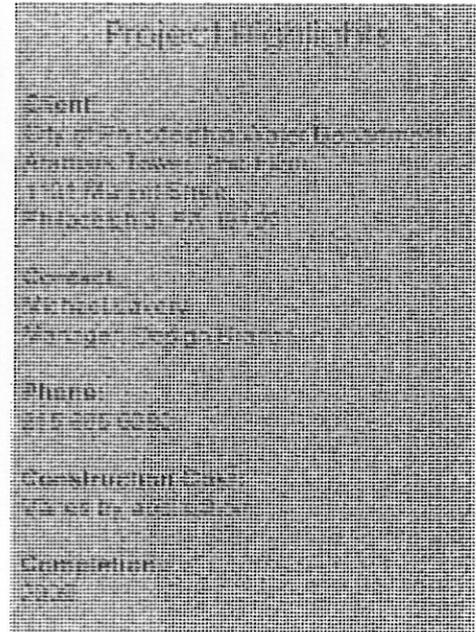
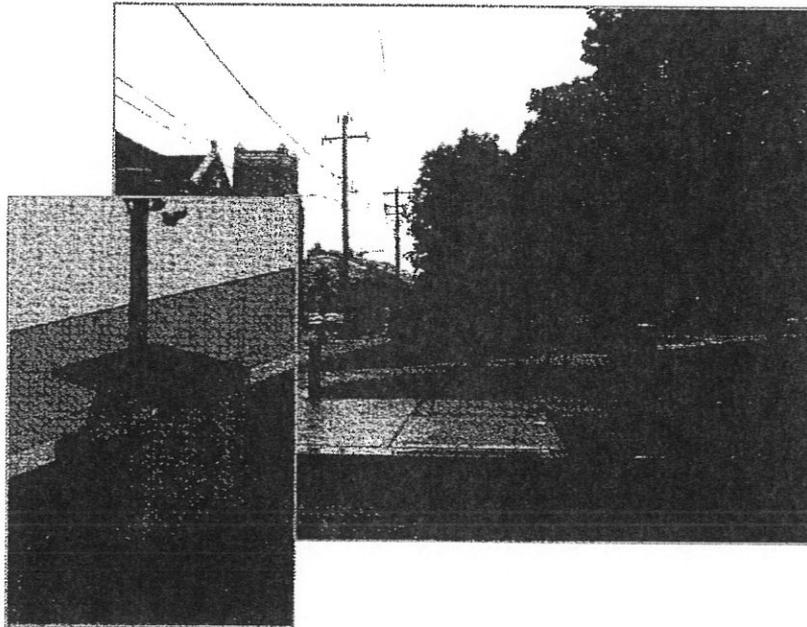
The course is part of a mandatory training program for commissioners and executive directors of redevelopment agencies and housing authorities acting as redevelopment entities.

Services Provided

- Curriculum Development
- Instruction
- Development of Course Materials

Urban Stormwater Management Innovations

City of Philadelphia, Philadelphia County, PA



Project Description

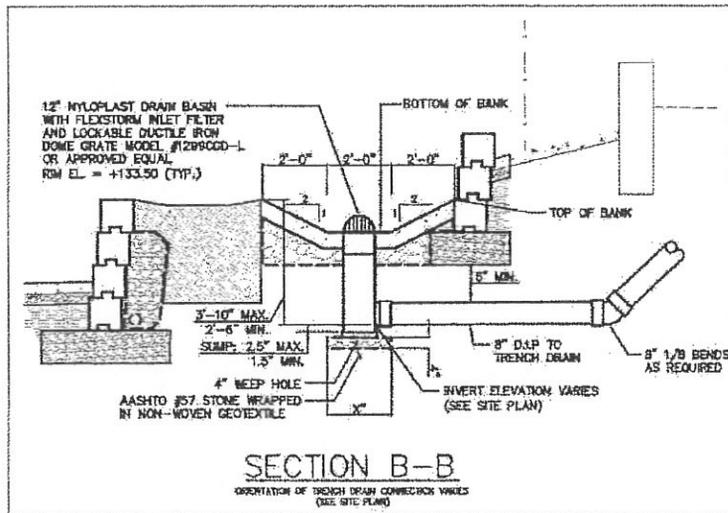
Our professionals teamed with the Philadelphia Water Department (PWD) Design Division for the development of new and innovative approaches to urban stormwater management issues. The ensuing collaboration included research and development of precast concrete and cast iron Curb Infiltration Units (CIU), which have subsequently been specified and installed for two pilot programs. These CIU's have also been incorporated into a nonstructural stormwater management design which will combine the porous nature of molded products with the strength necessary to withstand urban environments. This application filters rainwater through porous materials that can subsequently provide a direct supply of water to street trees, while also allowing for infiltration.

Services Provided

- Stormwater Management Design
- Research & Development
- Landscape Architecture

Green Streets Initiative at 29th & Cambria Streets

City of Philadelphia, Philadelphia County, PA



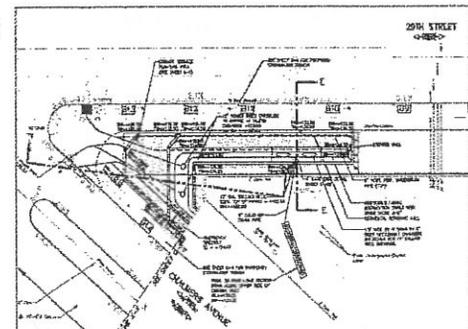
Project Highlights

Client:	City of Philadelphia, Philadelphia County
Project Location:	29th Street & Cambria Street, Philadelphia, PA
Contact:	John Doe, Project Manager
Phone:	215-555-1234
Website:	www.phila.gov
Completion:	Q3 2023

Project Description

Our professionals are currently collaborating with the Philadelphia Water Department (PWD) on the redesign of the drainage systems at the 29th Street PWD Yard. This Stormwater Infrastructure project involves the development of new conceptual design ideas for the mitigation of the rainwater that falls on this site and the surrounding streets. The interesting aspect of this project is that it involves the evaluation of one of the Water Department's own working facilities yards to provide a working example of the *green* practices that PWD is implementing throughout the City.

After an evaluation of the site and the surrounding streets, a concept was developed to redirect the initial rainfall into a terrace system with plantings and stone beds. The ultimate objective of the design is to capture the first 1" of rain water in a trench drain that will evenly distribute the water through a series of stilling wells and planted terraces. By introducing native plant species and removing a large area of impervious coverage, the areas around the yard will be able to provide much needed visual and environmental relief to an otherwise hardened environment, while helping to meet the City-wide stormwater goals.

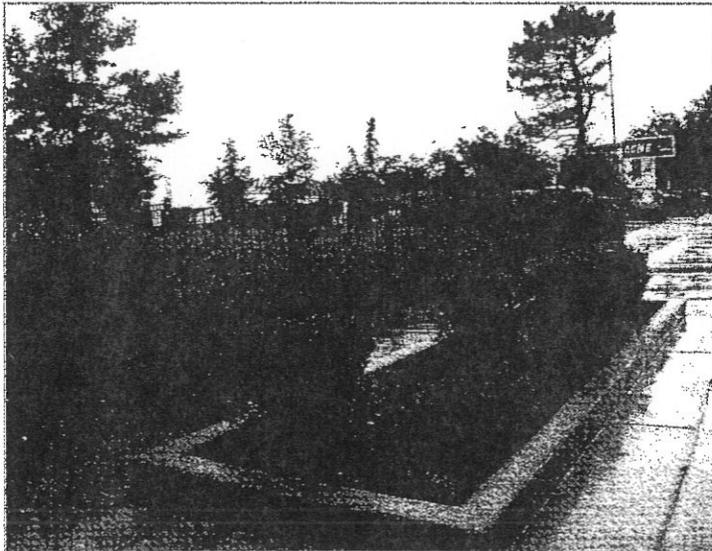


Services Provided

- Green Street Design
- Stormwater Management
- Landscape Architecture

Jenks School, St. Thomas Aquinas School, and Smith School Green Streets Initiative

City of Philadelphia, Philadelphia County, PA



Project Description

Worked with the Philadelphia Water Department (PWD) on the development of pilot *green street* designs that could be adapted to a variety of street locations in the City. The goal of this *green street* program was to develop alternative methods to effectively manage stormwater run-off using sound streetscape and landscape design principles along with durable construction materials. The design had to be practical, constructible, cost-effective, and considerate of the impact on both users and other facilities occupying the street and ongoing maintenance requirements.

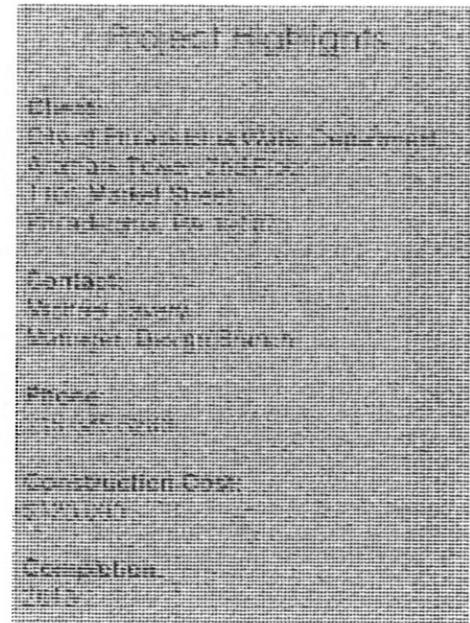
As part of this program, Maser Consulting professionals worked on a series of *green street* initiatives associated with public properties throughout the City. In most cases, these designs were along the public rights-of-way and perimeter of schools and parks. At the Jenks School, St Thomas Aquinas School, and Smith School locations, these professionals investigated the existing conditions of the sites; the present utility locations; existing shade and street trees; conditions of the infrastructure and paving; and then developed preliminary conceptual designs. These designs evaluated the drainage areas associated with various locations and investigated alternatives for the installation of stormwater trenches that will promote infiltration wherever possible. The final designs were refined and developed into complete contract documents for bidding, and many have since been constructed.

Services Provided

- Green Street Design
- Stormwater Management
- Landscape Architecture

Columbus Square Park Rain Garden

City of Philadelphia, Philadelphia County, PA



Project Description

In collaboration with the Watersheds group of the Philadelphia Water Department, our professionals designed and developed a number of early stormwater management *Green Street* Initiatives (GSI), one of which included the design for a rain garden within the existing Columbus Square Park at the corner of 12th and Reed Streets in South Philadelphia.

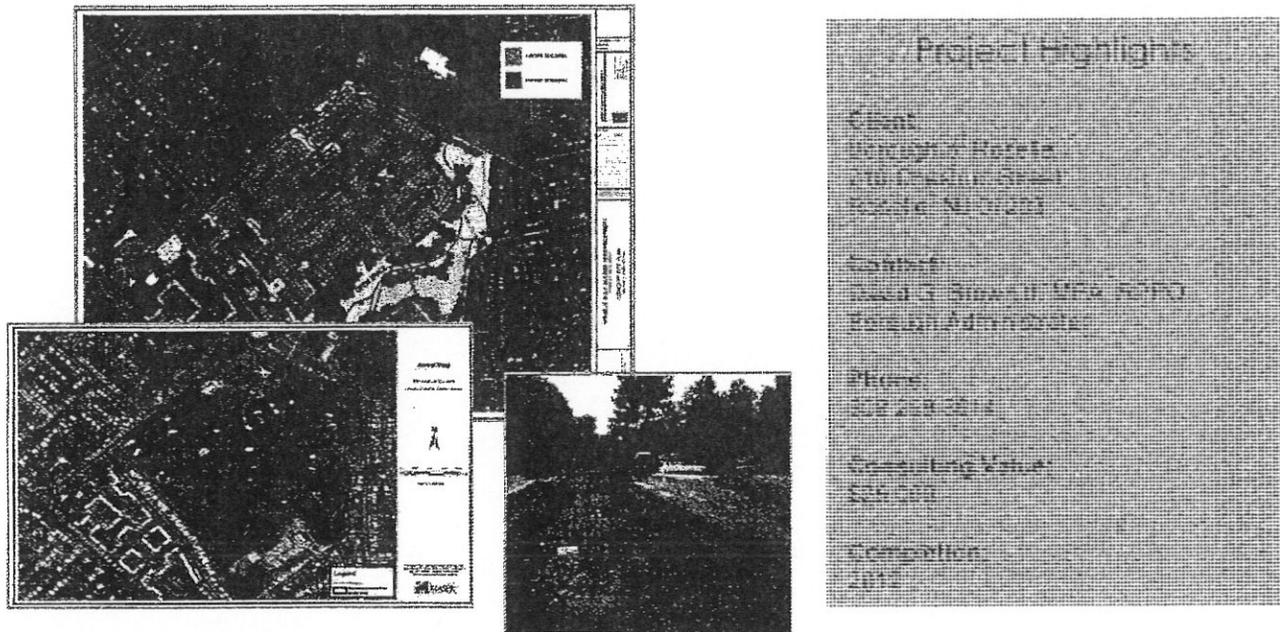
This site is part of a larger group of *greening* projects in this area that includes the Chew Playground bump-outs and the 12th and Tasker Streets tree trenches and planters, among others. The system diverts the stormwater from both the western side of 12th Street and the northern side of Reed Street to the rain garden for storage and infiltration. Native perennial plant species were installed, and the specified soil mixtures were modified to improve moisture retention. This area adds to the ever-expanding array of approaches to stormwater management within the City that have been implemented with the assistance of our professionals.

Services Provided

- Green Street Design
- Stormwater Management
- Landscape Architecture

Roselle Golf Club Redevelopment Plan

Borough of Roselle, Union County, NJ



Project Description

Engaged by the Borough of Roselle to intervene in a controversial proposal by the contract purchaser of the 60-acre privately-owned Roselle Golf Club. The contract purchaser submitted a proposed redevelopment plan based on the Borough-wide Area in Need of Rehabilitation designation that called for the development of over 2,000 residential apartments to be spread throughout the site. The Planning Board turned down the developer's redevelopment plan and the Borough Council created a Citizens Redevelopment Advisory Committee (CRAC) to review the Board's comments and provide recommendations.

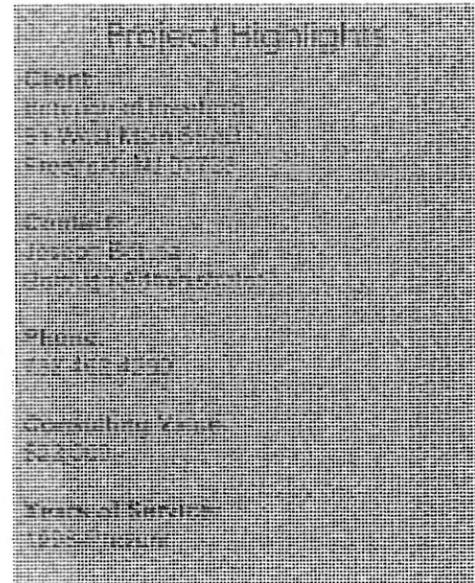
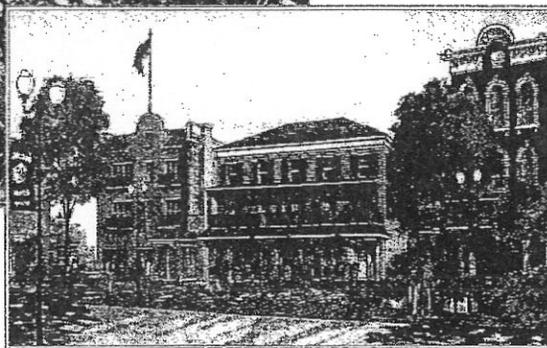
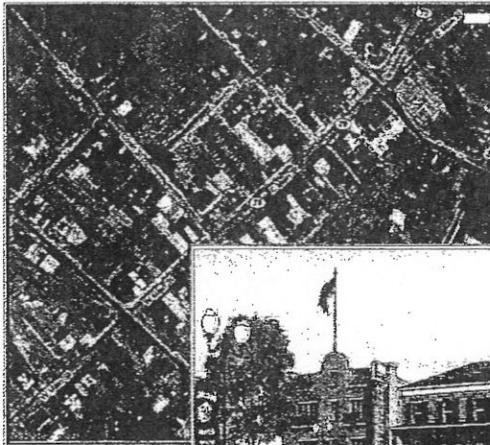
Maser Consulting provided the CRAC with a seminar on redevelopment and facilitated its deliberations over a series of meetings. Maser Consulting prepared a new redevelopment plan based largely upon the standards of the LEED for Neighborhood Development (LEED ND) Rating System of the US Green Building Council. Using a site analysis, the Roselle Golf Club Redevelopment Plan began by reserving a minimum of 24 acres of the site adjacent to single family homes and with the largest concentrations of mature trees as a public park to connect the diverse uses of the surrounding neighborhood. The Plan was adopted in February of 2012.

Services Provided

- Redevelopment Planning
- Green Building and Sustainable Design
- Community Consensus Building

Freehold Downtown Core Rehabilitation Area & Redevelopment Plan

Borough of Freehold, Monmouth County, NJ



Project Description

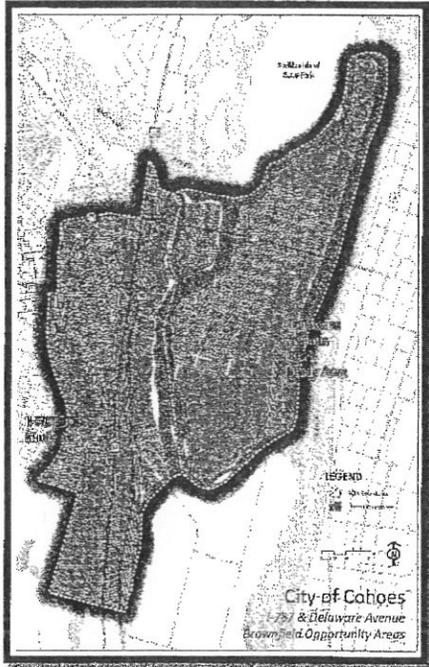
Developed a factual analysis that led to the designation of several blocks situated in the core of Freehold's Downtown along Main Street between Throckmorton Street and Sherriff Street as an Area In Need of Rehabilitation. The area was dominated by surface parking lots and underutilized retail buildings that also formed the core of the Downtown Historic District.

A redevelopment plan was developed for the area that provided for a wide variety of dwelling unit types, as well as mixed use buildings. The Plan provides the framework for a public-private partnership involving the Borough, Monmouth County and a private developer to redevelop the surface parking lots, most of which are controlled either by the Borough or the County, as infill mixed-use development that would revitalize the downtown core and fill in the voids in the street wall, consistent with LEED-ND standards.

Services Provided

- Rehabilitation Assessment
- Design Guidelines
- Redevelopment Planning
- Signage Ordinance

Market and Financial Feasibility Project Experience



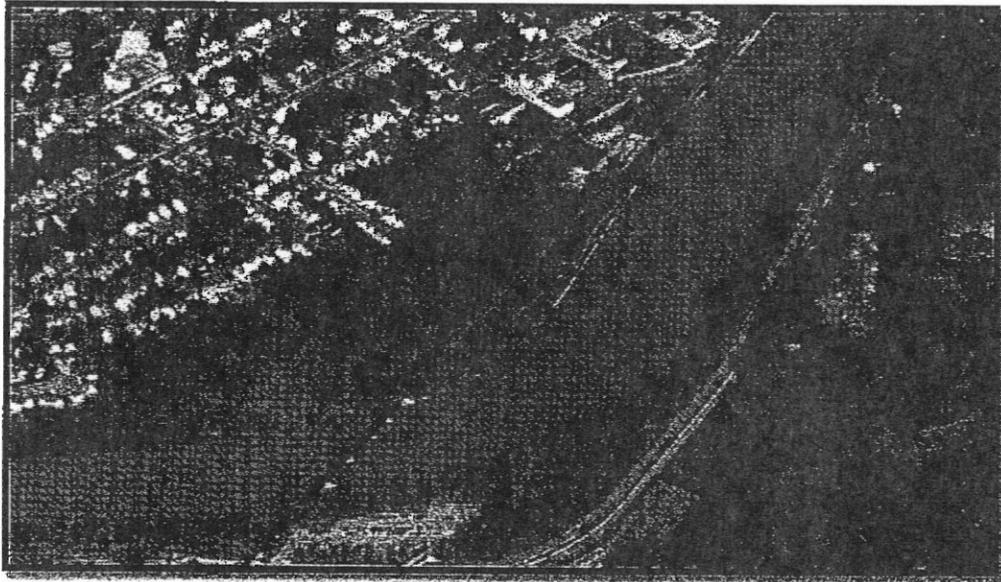
Cohoes Boulevard Brownfield Opportunity Area Market Analysis

City of Cohoes, NY

Camoin Associates was commissioned to complete a comprehensive market analysis of the Cohoes Boulevard Brownfield Opportunity Area (BOA). Camoin Associates originally completed a limited retail market analysis for the Cohoes Boulevard BOA in the summer of 2010, and the subsequent report completed in 2012 provided a more in-depth look at the retail, residential, and office market through interviews with local real estate professionals and business owners and a thorough economic data analysis. The purpose of the market analysis was to identify where opportunities might exist to promote market-feasible development within the BOA and the City.

Project Highlights

- Demographic trends analysis
- Regional economic outlook analysis
- Retail sales-leakage analysis
- Market segmentation analysis
- Residential market analysis
- Office market analysis
- Economic impact analysis of redevelopment projects
- Public meetings and presentations



Market Analysis of Vacuum Oil Brownfield Opportunity Area

City of Rochester, NY

Camoin Associates completed a comprehensive market analysis of the Vacuum Oil Brownfield Opportunity Area (BOA), which is located a few miles from Downtown Rochester along the Genesee River. The physical geography of the site forms an arrangement of open space, wood cover, and waterfront that is uncommon in an urban setting. This area presents a one of a kind opportunity for the City of Rochester and redevelopment of this site as a mixed-use community has been identified as a priority project by the Finger Lakes Region Economic Development Council.

The market analysis completed by Camoin provided the City and the BOA Steering Committee with a number of short-term, mid-term, and long-term redevelopment opportunities to consider. During the financial feasibility analysis phase of this project, Camoin worked with the project team to create market-driven development scenarios and analyzed the financial feasibility of redevelopment scenarios. The results are being used by the Steering Committee to make decisions about how to approach redevelopment of the BOA.

Project Highlights

- Interviews with stakeholders, including university staff
- Analysis of socioeconomic and demographic indicators
- Economic overview of local and regional trends
- Market segmentation and sales leakage analysis
- Housing and office market analysis
- Financial feasibility analysis of redevelopment scenarios

SECTION 6

TASK LINE ITEMS FOR BUDGET

	<u>Hours</u>	<u>Firm</u>	<u>Fee</u>
a. Visioning and Consensus Building Meetings			
i. Four Internal Meetings:			
4 meetings	16 Hours	Maser	\$2,400.00
4 meetings	<u>16 Hours</u>	EFB	\$2,400.00
	32 Hours		
ii. Six Stakeholders Meetings:			
	24 Hours	Maser	\$3,600.00
	<u>24 Hours</u>	EFB	\$3,600.00
	48 Hours		
iii. Public Outreach:			
	<u>8 Hours</u>	Maser	\$1,200.00
	8 Hours		
iv. Two Community Meetings:			
	12 Hours	Maser	\$1,800.00
	<u>10 Hours</u>	EFB	\$1,500.00
	22 Hours		
v. Four Official Public Meetings:			
	16 Hours	Maser	\$2,400.00
	<u>16 Hours</u>	EFB	\$2,400.00
	32 Hours		
 SUBTOTAL	<u>142 Hours</u>		<u>\$21,300.00</u>
b. Exhibit/Mapping Preparation	<u>16 Hours</u>	Maser	\$2,000.00
	16 Hours		
 SUBTOTAL	<u>16 Hours</u>		<u>\$2,000.00</u>
c. Economic Analysis (Camoin Associates)			
Inclusive of one site visit from NY Office	70 Hours	Camoin	\$9,100.00
Travel and Expenses	Incl. Mtgs.	Camoin	\$1,750.00
 SUBTOTAL	<u>70 Hours</u>		<u>\$10,850.00</u>
d. Sustainable Stormwater and Green Building Initiatives			
	12 Hours	Maser	\$1,800.00
	<u>4 Hours</u>	ResurgInt	\$1,000.00
	16 Hours		
 SUBTOTAL	<u>16 Hours</u>		<u>\$2,800.00</u>
e. Traffic and Transportation Analysis			
 SUBTOTAL	<u>8 Hours</u>	Maser	<u>\$1,200.00</u>

f. Environmental Rehabilitation Considerations

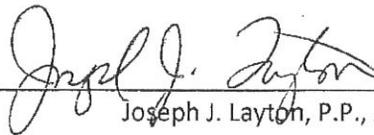
SUBTOTAL	<u>8 Hours</u>	Maser	<u>\$1,200.00</u>
-----------------	-----------------------	-------	--------------------------

g. Rehabilitation Plan Preparation

	16 Hours	EFB	\$2,000.00
	32Hours	Maser	\$4,500.00
	<u>24 Hours</u>	ResurgInt	\$3,600.00
	72 Hours		
SUBTOTAL	<u>72Hours</u>		<u>\$10,100.00</u>

TOTAL	<u>332 Hours</u>		<u>\$49,450.00</u>
--------------	-------------------------	--	---------------------------

(Forty-Nine Thousand Four Hundred Fifty Dollars)



Joseph J. Layton, P.P., AICP
Senior Principal



**2014 RATE SCHEDULE
CITY OF HOBOKEN, HUDSON COUNTY, NJ
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2014**

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
Project Professional	158.00
Project Manager	150.00
Senior Technical Professional	140.00
Project Specialist	135.00
Senior Technical Specialist	130.00
Senior Specialist	120.00
Technical Specialist	110.00
Specialist	100.00
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	**
Sr. LSRP	**
LSRP	**

REIMBURSABLE EXPENSES

General Expenses	Cost + 15%
Mileage Reimbursement*	0.55 / Per Mile
Travel (Hotel, Airfare, Meals)	Cost
Printing	2.85/Each
Computer Mylars / Color Plots	40.00/Each
Color Copies	1.50/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	45.00/Each
Bulk Printing	Cost
Sub-Consultants/Sub-Contractors	Cost + 15%

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

** Separate Rate Sheet will be used for Expert, SR. LSRP and LSRP Titles

SECTION 7

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

Date: May 14, 2014

To: Hoboken City Council

Cc: Dawn Zimmer, Mayor
Quentin Wiest, Business Administrator
Mellissa Longo, Corporation Counsel

From: Brandy Forbes, Community Development Director *BF*

Subject: Award of Contract for Western Edge Redevelopment Plan

The City recently advertised a Request for Proposals (RFP) for a revised market analysis and preparation of a final redevelopment plan for the Western Edge.

For background, the Western Edge study area qualified as an Area in Need of Redevelopment and was designated as such in July 2007. A draft redevelopment plan was first prepared for the City in September 2008. That draft plan, however, was met with significant public resistance because it did not incorporate the residents' concerns, and the draft plan was never adopted. A revised plan, prepared in September 2010, was presented to the City Council, but also was not adopted due to concern with the types and square footage of uses proposed. The City Council, as the redevelopment agency for the municipality, requested the preparation of a market analysis of the uses proposed in the September 2010 draft in order to address the public's and City Council's concerns. It was expected that the market analysis would assist the City in revising the Western Edge Redevelopment Plan to ensure the long term success of the development of this area. Although the market analysis was drafted in 2011, due to litigation at the time that halted the process, it was not finalized and the redevelopment plan was not revised.

The City is now interested in revising and adopting a redevelopment plan for the Western Edge. The information that was gathered and the draft market analysis, as well as the September 2010 draft redevelopment plan, will be made available to the consultant selected to assist in the preparation of a revised redevelopment plan per this scope of work.

The City Administration has in the proposed amended budget \$50,000 to complete the Western Edge Redevelopment Plan.

The RFP was advertised in March and proposals were received on April 2, 2014. The City conducted an internal review of those proposals. The evaluations were completed at the beginning of May. The

evaluation results found the consulting firm Maser Consulting to be the top proposal. The firm provided a thorough proposal and has an expertise in preparing redevelopment plans, matching the scope of work needed for the Hoboken plan.

Pending the adoption of the amended budget, the recommendation is to award the contract for Professional Planner for Redevelopment Plan for Hoboken Western Edge to the consultant Maser Consulting for a total dollar amount not to exceed \$49,450.00.

A copy of the proposal is included in your City Council agenda packets, as well as the resolution to award. If you have any questions regarding this proposal or recommendation or the process itself please feel free to forward them in advance of the meeting to Business Administrator Quentin Wiest so that we will be sure to address those inquiries at or before the meeting. Thank you.

INTRODUCED BY: Benjamin
SECONDED BY: Patricia

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO RUG AND FLOOR STORE INC. TO PROVIDE FOR THE PURCHASE AND INSTALLATION OF FLOORING REPAIRS AT THE HOBOKEN COURTROOM AND VIOLATIONS BUREAU IN ACCORDANCE WITH STATE CONTRACT G-2005/A81751 IN A TOTAL AMOUNT NOT TO EXCEED \$41,775.00

WHEREAS, the City of Hoboken requires repair of the flooring at the Hoboken City Hall courtroom and violations bureau; and,

WHEREAS, the Administration intends to use Rug and Floor Store Inc., under their state contract G-2005/A81751 for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for repair of the flooring at the Hoboken City Hall courtroom and violations bureau to Rug and Floor Store for a total contract amount not to exceed Forty One Thousand Seven Hundred Seventy Five Dollars (\$41,775.00) of which the contract shall be for purchases and installation in accordance with the March 14, 2014 and May 7, 2014 REVISED proposals of Rug and Floor Store Inc.; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$41,775.00 is available in the following appropriation T-03-40-000-036; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: George DeStefano George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Forty One Thousand Seven Hundred Seventy Five Dollars (\$41,775.00) of which the contract shall be for repair, including goods and services required thereunder, in accordance with the March 14, 2014 and May 7, 2014 REVISED proposals of Rug and Floor Store Inc., as follows:

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

Rug and Floor Store Inc.
280 N. Midland Avenue
Building M, Postal Unit 220
Saddle Brook, New Jersey 07663

MEETING: May 21, 2014

REVIEWED:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa Longo

Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/ /			
Theresa Castellano	/ /			
Peter Cunningham	/ /			
James Doyle	/ /			
Elizabeth Mason	/ /			
David Mello	/ /			
Tim Occhipinti	/ /			
Michael Russo	/ /			
Council 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:

MAY 21 2014

James J. Sarena

CITY CLERK

Add Edit Close Delete << >> Detail

Account: T-03-40-000-036 Desc: Reserve FORD Municipal CR

Acct Type: Line Item Control Chk Acct: ITR051 Cap Flag:

Fund Type: Capital/Inpat Class Id: Class Id 2:

Activity Misc: G/L Accounts Adopted Budget Detail

Activity To Date:		Budgeted		Expended		Current Period	
Encumber:	1,048.56		.00				.00
Expended:	67,445.34	Balance	41,775.00	Trans-In			.00
Trans-In:	.00			Trans-Out			.00
Trans-Out:	.00	YTD Requested	41,775.00	Reimburse			.00
Reimburse:	110,268.90	Requested					
Cancel:	.00	Balance:	.00				



CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: May 6, 2014

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

From: Al B. Dineros

**Subject: Request for a Resolution to Award the Contract for the Rehabilitation
Of Flooring at the Court Room**

Flooring at the violations bureau and court room (judge seat area) needed repair/replacement.

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to award the contract utilizing NJ State Contract G-2005/A81751. The vendor will be:

RUG & FLOOR STORE INC.
260 BERGEN TURNPIKE
LITTLE FERRY, NJ 07643

Total amount of the contract is not to exceed \$ 41,775.00.

Sufficient legally appropriated funds for the subject purpose is available from the following account: T-03-40-000-036.

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc - Bergen Chapter
Property Owners Association of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

May 7, 2014 REVISED

Al B. Dineris, R.P.P.O, QPA
94 Washington Street
Hoboken, NJ 07030

RE: Court Room Dais and Judges Seat -
NJ STATE CONTRACT - MANNINGTON #A81751

Mannington State Contract #A81751

The following is a proposal to supply and install 600 sf of Mannington Natures Path, Lock solid Luxury vinyl floor tile on main platform area at the above mentioned project. Prior to installation, rip up existing carpeting. All floor areas will be scraped and patched to create a smooth and suitable surface for new flooring. Prices include installation of all Quarter round wood trim molding. Please note that all electronics to be handled by the city of Hoboken. All loose items on tops of desks and files cabinets are to be packed up into boxes for ease of handling.

Materials:

Mannington Natures Path: 24 boxes@ 102.60	\$2462.40	
Edge Type Vinyl Base/Qrt Rnd Molding 80/f @ \$0.47	\$ 37.60	
1/8" Cork Underlayment 600 s/f @ \$0.30	\$ 180.00	
Freight Handling Charge:	<u>\$ 50.00</u>	
Material Total:		\$ 2,730.00
Labor & Floor Prep		<u>\$ 10,831.00</u>
Total Project:		\$13,561.00

Sincerely,

Rob Pizzuto

Rug & Floor Store, Inc.

commercial • division

Member:

AIANJ-Architects League
AIANJ Newark & Suburban
NJ Buildings & Grounds Assoc – Bergen Chapter
Property Owners Association of New Jersey

Certifications:

NJ Public Works Contractor
DPM&C Classification
SBE/SDA Classification
NJ Business Registration
NJ State Contract Vendor

March 14, 2014

Al B. Dineris, R.P.P.O, QPA
94 Washington Street
Hoboken, NJ 07030

RE: Court office space
NJ STATE CONTRACT - MANNINGTON #A81751

Mannington State Contract #A81751

The following is a proposal to supply and install 2,520 sf of Mannington Natures Path, Lock solid Luxury vinyl floor tile at the above mentioned project. Supply and install 1/8 inch roll cork underlayment. Prior to installation, all floor areas will be scraped and patched to create a smooth and suitable surface for new flooring. Prices include the removal and reinstallation of all existing Quarter round wood trim molding. The project will be broken down into phases. All work to be performed on evenings and Saturdays so not to disturb the daily work operations. Rug and Floor store to handle all furniture as needed. Please note that all electronics to be handled by the city of Hoboken. All loose items on tops of desks and files cabinets are to be packed up into boxes for ease of handling.

Materials:

Mannington Natures Path: 70 boxes@ 102.60	\$7,182.00	
Edge Type Vinyl Base/Qt Rnd Molding 600/f @ \$0.48	\$ 282.00	
1/8" Cork Underlayment 2500 s/f @ \$0.30	\$ 750.00	
Freight Handling Charge:	<u>\$ 50.00</u>	
Material Total:		\$ 8,264.00

Labor & Floor Prep \$19,950.00

Total Project: **\$28,214.00**

Sincerely,

Rob Pizzuto

INTRODUCED BY: [Signature]
SECONDED BY: [Signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO MATHUSEK SPORTS AND COMMERCIAL FLOORING TO PROVIDE FOR THE PURCHASE AND INSTALLATION OF FLOORING REPAIRS AT THE HOBOKEN RECREATION CENTER IN ACCORDANCE WITH NATIONAL PURCHASING COOPERATIVE CONTRACT NJPA 08190-MUI IN A TOTAL AMOUNT NOT TO EXCEED \$24,920.00

WHEREAS, the City of Hoboken requires repair of the flooring at the Hoboken Recreational Center; and,

WHEREAS, the Administration intends to use Mathusek Sports and Commercial Flooring, under their national purchasing cooperative contract NJPA 08190-MUI for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract for repair of the flooring at the Hoboken Recreation Center to Mathusek Sports and Commercial Flooring for a total contract amount not to exceed Twenty Four Thousand Nine Hundred Twenty Dollars (\$24,920.00) of which the contract shall be for purchases and installation in accordance with the April 24, 2014 proposal of Mathusek Sports and Commercial Flooring; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$24,920.00 is available in the following appropriation G-55-56-CD2-301 in the CY2014 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 CY2014 budget or the capital funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: [Signature], George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Twenty Four Thousand Nine Hundred Twenty Dollars (\$24,920.00) of which the contract shall be for repair, including goods and services required thereunder, in accordance with the April 24, 2014 proposal of Mathusek Sports and Commercial Flooring, as follows:

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

Mathusek Sports and Commercial Flooring
25B Iron Horse Road

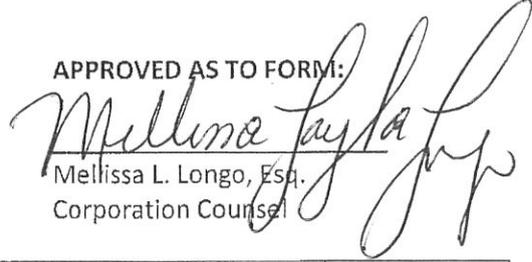
PO Box 1095
Oakland, New Jersey 07436

MEETING: May 21, 2014

REVIEWED:

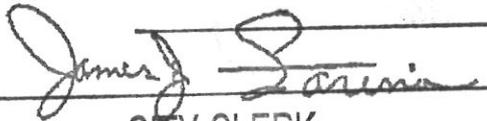

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Council 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: MAY 21 2014


CITY CLERK

Account: **G-55-56-CD2-301**

Fund Type: **Grant**

Desc: **YOUTH SERVICE CENTER IMPROVE**

Chk Acct: **ICDBG2818**

Class Id:

Class Id 2:

Cap Flag:

Activity Misc GL Accounts Adopted Budget Detail

	Activity To Date	Budgeted	Expended	Current Period
Encumber	63,563.32	275,000.00	475.00	
Expended	178,334.54	33,102.14	-00	
Trans-In	.00		Trans-Out	-00
Trans-Out	.00	YTD Requested	Reimburse	-00
Reimburse	.00	Requested Balance		
Cancel	.00	8,182.14		

ATTACHMENT B
CONSTRUCTION DOCUMENT CHECKLIST*

Project Name and Number: Hoboken Recreation Center Sanding

Bid Opening Date: Thursday, May 15, 2014

- Copy of Plans & Specifications
- Copy of Bid Package
- Copy of List of Bidders & Amount of Bids
- Copy of Davis-Bacon General Wage or Prevailing Wage Rates (Effective Date is Bid Opening)
- Copy of Contractor's Contract
- Copy of List of Subcontractors
- Copy of Pre-Construction Meeting Minutes
- Copy of Insurance
- Copy of All Bonds
- Copy of All Permits (If Applicable)
- Copy of AIA Forms
- Copy of Certified Payrolls
- Copy of Subcontractors' Certified Payrolls (If Applicable)
- Copy of Certification (Re: Debarment)
- Contractor/Subcontractor Racial/Ethnic Women Owned Business (YES / NO) *SMALL BUSINESS*

General Contractor's Federal ID# & Email: 22-1830828 fred@matthusek.com / lloyd@matthusek.com

Architect/Engineer's Federal ID# & Email: n/a

Contract Amount: \$ 24,920.00

All Sub-Contractor's with contracts of 2,000.00 or more must also provide Federal ID's

<u>Sub-Contractor</u>	<u>Federal ID#</u>	<u>Contract Amount</u>
<u>n/a</u>		

*Employees Must Have I.D. While Working On-Site

**CITY OF HOBOKEN
HUDSON COUNTY**

PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 (P.L. 1963, Chapter 150) for contracts entered into with the City of Hoboken, except those contracts which are not within the scope of the Act.

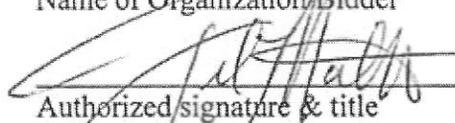
The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance, if requested, and to permit on-site monitoring, including interviews with employees and review subcontracts by City representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor he might employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

Every contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

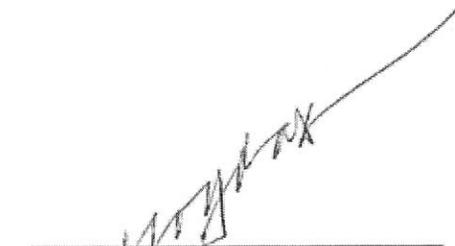
The successful bidder agrees to indemnify and hold harmless the City of Hoboken, the City Council of Hoboken and all of its officers, agents and employees of, and from, any and all liability for damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

Signed this 15th day of May, 20 14

as a binding act in deed of Mathusek Incorporated
Name of Organization/Bidder


Authorized signature & title

FRED MATHUSEK, VICE-PRESIDENT
PRINT - Authorized name & title



Witness

PREVAILING WAGE RATES

Notice

TO ALL PUBLIC WORKS EMPLOYERS:

Please be advised that effective February 18, 1992, Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. requires that certified payroll records must be submitted to the public body for each employee on the project. The General Contractor is responsible for ensuring that each sub-contractor submits the certified payroll within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Workplace Standards, Public Contracts Section, P.O. Box 389, Trenton, NJ 08625-0389, telephone (609) 292-2259.



Quote: 2699

Date: 05/15/2014

25B Iron Horse Road
P. O. Box 1095
Oakland NJ 07436
201-405-0004

Website: Mathusek.com

Customer: Hoboken Recreation Center
124 Grand Street
2nd Floor
Hoboken NJ 07030

Job: 2558 14 Hoboken Rec Center

Main Gym
Ship To: Hoboken Recreation Center
124 Grand Street
Hoboken NJ 07030

Client Contact: Mr. Leo Pellegrini

Phone: 201-951-4583 **Fax/Email:** 201-239-6637

This quote is valid for 90 Days from Date above.

Client PO # LEO PELLEGRINI

For Questions Contact: Frederick C Mathusek 201-954-3718 fred@mathusek.com

Description

We propose to remove and replace approximately 100 square feet of loose flooring, then sand and refinish the entire gym floor.

The project will be completed as follows:

1. Cut and remove the loose flooring.
 2. Remove and replace the underlayment where necessary.
 3. Install new MFMA Certified flooring to match the existing floor. 33/32" x 2.25", 2nd and Btr grade maple.
 4. Sand the entire wood floor to bare wood using coarse, medium and fine sandpaper.
 5. Apply two coats of MFMA Certified 350 V.O.C. compliant oil polyurethane sealer using a gym floor applicator. The floor will be screened and cleaned between each coat of finish.
 6. Paint one main basketball court with 2" black lines and red keys.
 7. Paint a red H within the large center circle.
 8. Abrade the paint then apply a third and fourth finish coat of MFMA Certified 350 V.O.C. compliant oil polyurethane.
 9. The black vent cove base will be removed and replaced as part of the project.
- Entire Gym Sand and Refinish Price: \$22,180.00
Black Vent Cove Base Replacement Price: \$2,740.00

Total Price: \$24,920.00 (This price is based upon using the facility dumpsters to dispose of debris.)

Payment terms: 100% upon completion.

Acceptance Signature: _____

Title: _____ Date: _____

Requested Start Date: Monday, June 9, 2014 @ 7AM???

Authorization PO# _____

Non-Taxable Amount:	24,920.00
Taxable Amount:	0.00
Sales Tax:	0.00
Quote Total	24,920.00

Please fax Signed copy to 201-405-0044

Service Quote

Continued...

Invoice#: 2699

Date: 05/15/2014

Description

Price is in accordance with NJPA contract 08190-MUI.

Notes



NJPA VENDOR CONTRACT SUMMARY – MONDO USA, INC.

DATE October 21, 2010	RFP # 081910
AWARDED CONTRACT NUMBER 081910-MUI	NJPA RFP TITLE & CATEGORY ATHLETIC AND/OR RECREATIONAL RELATED SURFACES TO INCLUDE ATHLETIC EQUIPMENT AND ACCESSORIES
CONTRACT PERIOD October 21, 2010 through October 20, 2014	PRICING MODEL Line item pricing
DESCRIPTION The NJPA Cooperative purchasing contract awarded to Mondo provide procurement managers a full line of customizable turnkey solution for both their renovation and new construction needs. Also available on this contract awarded to Mondo is high quality athletic, recreational and commercial flooring solutions, equipment, installation and financing at the best cost to meet the needs of the facility. Mondo is further able to minimize risk to the member through the use local dealers and certified installers throughout North America.	
VENDOR NAME AND ADDRESS Mondo USA, Inc. 1100 East Hector Street Ste. 160 Conshohocken, PA 19428	VENDOR CONTACT Latasha Pittman lpittman@mondousa.com 847-869-1953

NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS Section 2.4“Contract” as used herein shall mean cumulative documentation consisting of the RFP, and entire Bidder’s Response, and fully executed “Acceptance and Award”. <u>Request for Proposal (RFP)</u> <u>Bidders Response</u> <u>Bid Acceptance & Award</u>	RELATED CONTRACT DOCUMENTATION <u>Bid Evaluation</u> <u>Bid Comment & Review</u> <u>Affidavit of Advertisement</u> <u>Board Minutes</u> <u>Bid Opening Witness Page</u>
DOCUMENTATION OF CONTRACT MAINTENANCE <u>Contract Renewal 2013</u> <u>Contract Renewal 2012</u> <u>Contract Renewal 2011</u>	ADDITIONAL INFORMATION: • <u>Contract Award Announcement</u>

NJPA INFORMATION

NJPA CONTACT Gordy Thompson	TITLE NJPA Contract Manager
PHONE 218-894-5489	EMAIL Gordy.thompson@njpacoop.org
ADDRESS 202 12th Street NE, P.O. Box 219, Staples, MN 56479	WEBSITE www.njpacoop.org



25 Iron Horse Road, Oakland, New Jersey 07436
PH: 201-405-0004 | FX: 201-405-0044 | www.mathusek.com

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
MATHUSEK, INCORPORATED

TRADE NAME:

ADDRESS:
25 IRON HORSE RD
OAKLAN NJ 07436
EFFECTIVE DATE:

SEQUENCE NUMBER:
0064034

04/21/65

ISSUANCE DATE:
04/20/05

J.P. & Tully
Director

FORM-BRC(08-01)

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

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 11957

RENEWAL
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2013 to 15-AUG-2020

MATHUSEK INC.
25B IRON HORSE ROAD
OAKLAND NJ 07436


Andrew P. Sidamon-Eristoff
State Treasurer

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

**ISSUANCE OF CERTIFICATE OF
EMPLOYEE INFORMATION REPORT**

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.



25 Iron Horse Road, Oakland, New Jersey 07436
PH: 201-405-0004 | FX: 201-405-0044 | www.mathusek.com

Certificate of Equipment Ownership by Bidder

Listed below is an accurate statement of each piece of equipment owned/leased by the undersigned bidder.

Number of Units	Make and Model No.
8	Sanders
5	Edgers
8	Trucks



STATE OF NEW JERSEY

SCHOOLS DEVELOPMENT AUTHORITY

1 WEST STATE STREET
P.O. BOX 991
TRENTON, NJ 08625-0991
609-943-5955

November 8, 2012

H. Warren Mathusek, President
Mathusek Incorporated
25 Iron Horse Road
Oakland, NJ 07436

Re: Contractor Prequalification Notice
Federal Tax ID: 22-1830828

Dear Mr. Mathusek:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that **Mathusek Incorporated** has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

<i>Trade(s)</i>	<i>Prequalification Rating</i>
FLOORING/TILE	\$1.25 MILLION
ATHLETIC FIELDS/TRACKS/COURTS	
SCHOOL FURNISHINGS	

Your firm is prequalified by the NJSDA until **November 8, 2014**. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

Karon L. Simmonds
Director,
Risk Management and Vendor Services

cc: Prequalification File
M. Tyner

MATHUSEK INCORPORATED
25B IRON HORSE RD
OAKLAND, NJ 07436

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 042
TRENTON, NEW JERSEY 08625-0042



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$1,250,000	C060 -ATHLETIC FIELDS/TRACKS/COURTS C015 -FLOORING/TILE C105 -SCHOOL FURNISHINGS	11/09/2012 11/09/2012 11/09/2012	11/08/2014

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <http://www.state.nj.us/treasury/dpmc>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

Registration Date: 06/20/2012
Expiration Date: 06/19/2014



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2012 Mathusek, Inc.

Responsible Representative(s):

H. Warren Mathusek, President
Phillip A. Mathusek, Vice-President
Robert Mathusek, Vice-President
Frederick C. Mathusek, Vice-President
Jeffrey B. Mathusek, Vice-President

Responsible Representative(s):

Handwritten signature of Harold J. Wirths in black ink.

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NON TRANSFERABLE

Certificate Number
30330

Certificate Number
30330

Registration Date: 06/20/2014
Expiration Date: 06/19/2016



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014

Mathusek, Inc.

Responsible Representative(s):

H. Warren Mathusek, President
Phillip A. Mathusek, Vice-President
Robert A. Mathusek, Vice-President
Frederick C. Mathusek, Vice-President
Jeffrey B. Mathusek, Director

Responsible Representative(s):

A handwritten signature in black ink that reads "Harold J. Wirths".

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



State of New Jersey

CHRIS CHRISTIE
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026
TRENTON, NJ 08625-0026
PHONE: 609-292-2146 FAX: 609-984-6679

KIM GUADAGNO
Li Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges MATHUSEK INC as a **Category 2 & 5** approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the SAVI that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this registration.



Andrew Pantelides
Assistant Director

Issued: July 2, 2012
Certification Number: 59571-20

Expiration: July 1, 2015



25B Iron Horse Road, Oakland, New Jersey 07436
PH: 201-405-0004 | FX: 201-405-0044 | www.mathusek.com

H. Warren Mathusek, President

23 Laurel Avenue, Dumont, New Jersey 07628
20%

Jeffrey B. Mathusek, Vice-President

261 Parker Avenue, Clifton, New Jersey 07011
20%

Frederick C. Mathusek, Vice-President

162 East Madison Avenue, Dumont, New Jersey 07628
20%

Robert A. Mathusek, Vice-President

558 Glen Road, Sparta, New Jersey 07871
20%

Phillip A. Mathusek, Vice-President

7 Edward Drive, Flanders, New Jersey 07836
20%

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Mathusek Incorporated

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C** Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
25B Iron Horse Road

City, state, and ZIP code
Oakland, New Jersey 07436

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

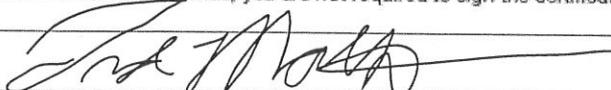
Employer identification number								
2	2	-	1	8	3	0	8	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ 07 May 2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Introduced by:

Seconded by:



**CITY OF HOBOKEN
RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING ST. ANN'S CHURCH TO CONDUCT ITS 104TH
ANNUAL FESTIVAL**

WHEREAS, St. Ann's Church has requested permission to conduct its annual Feast in Honor of St. Ann from Wednesday, July 23rd through Sunday, July 27th, 2014; and

WHEREAS, St. Ann's Church has indicated on the attached agenda and its requirements to successfully conduct the Feast as follows:

1. To have a procession with the Statue of St. Ann through the streets of Hoboken
2. To erect a bandstand at the corner of 7th and Jefferson Streets and one in their courtyard.
3. To have electrical illumination and decorations in the Church area
4. To erect concession stands for vendors of food, novelties, games & rides in the Church area
5. To have music and entertainment on the bandstands
6. To close streets to traffic as outlined in the attached diagram, on the following days and hours:

Wednesday, July 23rd through Friday, July 25th from 6:00 pm through 11:00 pm

Saturday, July 26th from 11:00 am through 11:00 pm

Sunday, July 27th from 1:00 pm through 11:00 pm

7. To have rides on Madison Street – between 7th and 8th Streets
8. To have the streets cleared of all vehicles, per enclosed diagram, from Tuesday, July 22nd at 8:00 am through Monday, July 28th at 8:00 pm so that we may do the following:

Put trailers into place

Erect rides

Set-up vendor booths

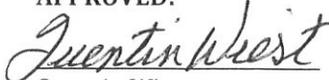
Clean up after festival

9. To place the festival banners on city poles along Washington Street
10. To clear street in the alcove in front of the Citadel Condominiums at the corner of 7th & Jefferson Streets on Tuesday, July 22nd at 6:00 am in order for the bandstand to be erected

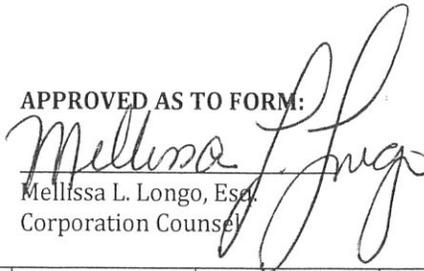
RESOLVED, that the Council for the City of Hoboken agrees to allow St. Ann's Church permission to conduct its 103rd annual Feast in honor of St. Ann in accordance with the Whereas clauses herein, subject to St. Ann's Church providing the City Administration with (1) a Certificate of Insurance in the amount of at least \$1,000,000.00 per occurrence, naming the City of Hoboken and its officers agents and elected officials as additional insured and including a thirty (30) day notice of cancellation to the City of Hoboken c/o Corporation Counsel, and (2) a fully executed Indemnity and Hold Harmless Agreement in favor of the City, the substance of which shall be approved by the Corporation Counsel. These documents shall be **conditions precedent** to the City's approval of the within Agenda and any action taken by the City thereunder.

Meeting date: May 21, 2014

APPROVED:

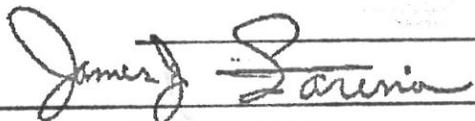

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:


Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Peter Cunningham	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: MAY 21 2014



CITY CLERK

Church of St. Ann

St. Ann's Square - 7th & Jefferson Streets
Hoboken, New Jersey 07030
Phone: (201) 659-1114 - FAX (201) 659-1416

April 24, 2014

The Honorable Mayor Dawn Zimmer and
Members of the Hoboken City Council
City Hall
Newark & Washington Streets
Hoboken, NJ 07030

Dear Mayor Zimmer and Members of the City Council:

Plans for our 104th Annual St. Ann's Italian Festival - Wednesday, July 23rd through Sunday, July 27th, are underway. It is for this annual event that we are once again respectfully requesting permission for the following:

1. To have a procession with the Statue of St. Ann through the streets of Hoboken
2. To erect a bandstand at the corner of 7th & Jefferson Streets and one in our courtyard
3. To have electrical illumination and decorations in the Church area
4. To erect concession stands for vendors of food, novelties, games and rides in the Church area
5. To have music and entertainment on the bandstands
6. To close streets to traffic as outlined in the attached diagram, on the following days and hours:

Wednesday, July 23rd through Friday, July 25th from 6:00 pm through 11:00 pm
Saturday, July 26th from 11:00 am through 11:00 pm
Sunday, July 27th from 1:00 pm through 11:00 pm

7. To have rides on Madison Street - between 7th and 8th Streets
8. To have the streets cleared of all vehicles, per enclosed diagram, from Tuesday, July 22nd at 8:00 am through Monday, July 28th at 8:00 pm so that we may do the following:
 - Put trailers into place
 - Erect rides
 - Set-up vendor booths
 - Clean up after Festival
9. To place festival banners on city poles along Washington Street
10. To clear street in the alcove, in front of the Citadel Condominiums at the corner of 7th & Jefferson Streets on Tuesday, July 22nd at 6:00 am in order for the bandstand to be erected.

Thank you for your consideration in all of the above and I await your approval. With best regards, I remain

Sincerely yours,



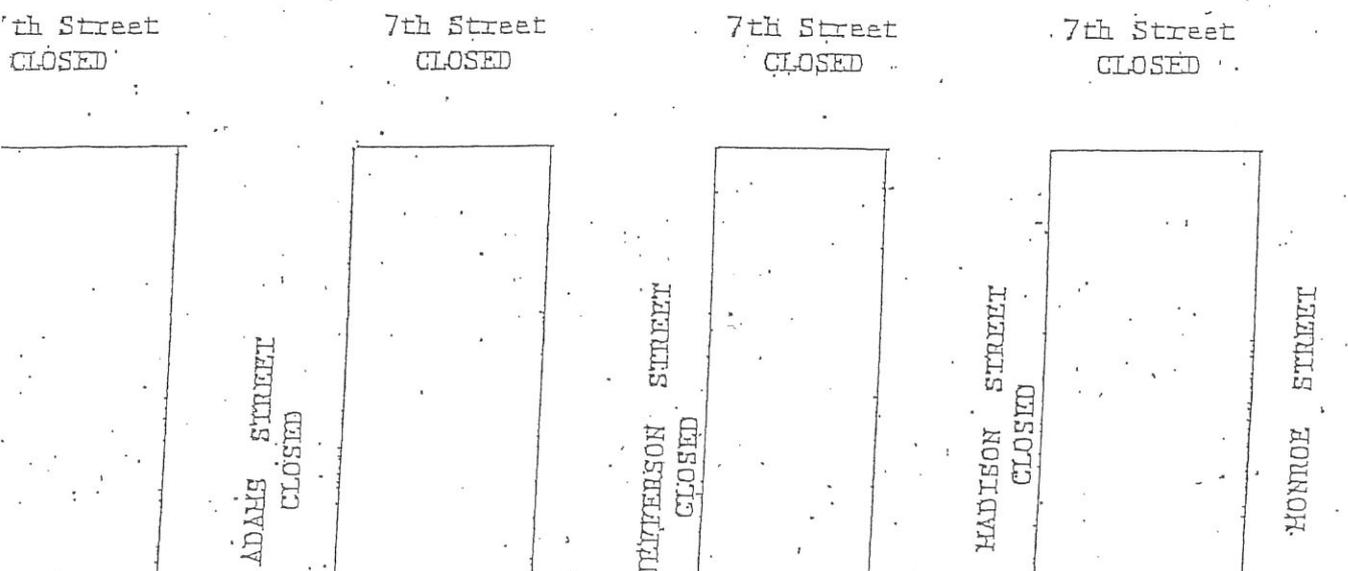
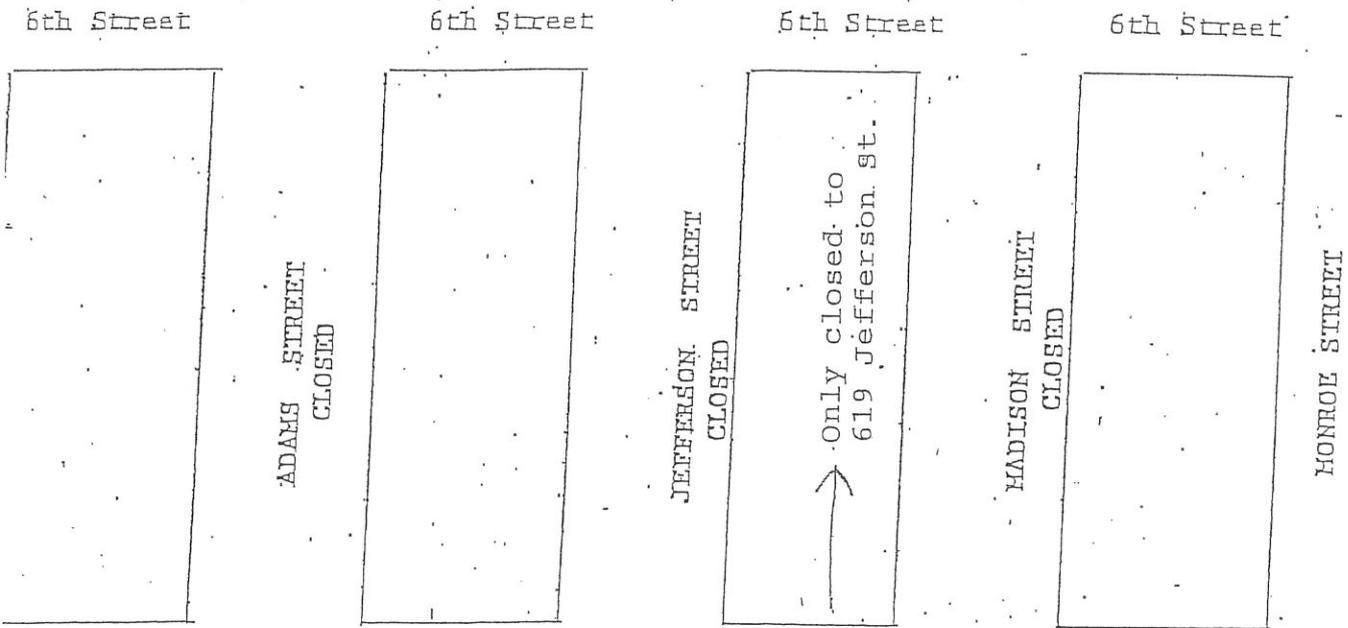
Fr. Remo DiSalvatore, O.F.M. Cap.
Pastor

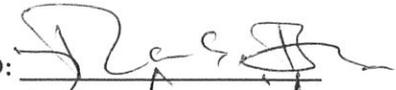
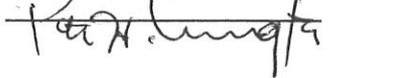
Enclosure

cc: James Farina - City Clerk
Anthony P. Falco, Sr. - Chief of Police
R. Blohm - Fire Chief
John Morgan - Director - HPU

RECEIVED
2014 APR 28 AM 10:40
CITY CLERK
HOBOKEN, NJ 07030

CLOSING OF STREETS FOR ST. ANN'S ITALIAN STREET FESTIVAL—JULY 23 - 27



SPONSORED: 
SECONDED: 

CITY OF HOBOKEN
RESOLUTION NO. __

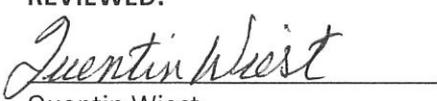
RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING
PROCESS FOR REVALUATION UPDATE/REASSESSMENT
FOR UP TO A 5 YEAR TERM

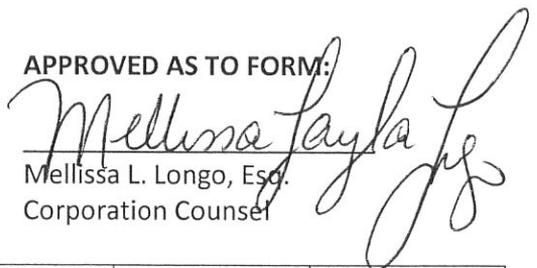
WHEREAS, the City of Hoboken currently requires the assistance of a consultant for the revaluation update/reassessment to assist the city government, to update and make current the previous revaluation program; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A:11-4.1 shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for up to a 5 year term, for a consultant for the revaluation update/reassessment for the City of Hoboken.

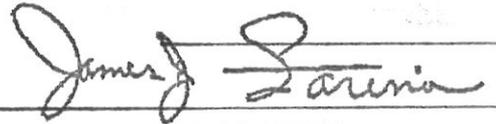
MEETING: May 21, 2014

REVIEWED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Council 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: MAY 21 2014


CITY CLERK

13

Sponsored by: Theresa Castellano
 Seconded by: [Signature]

**CITY OF HOBOKEN
 RESOLUTION NO. _____**

RESOLUTION AUTHORIZING THE LOCATION OF THE DOWNTOWN HOBOKEN FARMERS' MARKET ON TUESDAYS
 DURING THE MONTHS OF JUNE, JULY, AUGUST, SEPTEMBER, OCTOBER AND NOVEMBER.

WHEREAS, the Quality of Life Coalition and the City of Hoboken are sponsoring a farmers' market along the east side of Washington Street between Newark Street and Observer Highway; and

WHEREAS, the Hoboken Farmers' Market will take place every Tuesday, beginning June 24, 2014 and ending Tuesday, November 18, 2014; and

WHEREAS, the Hoboken Quality of Life Coalition and City of Hoboken request that the Council of the City of Hoboken suspend parking meter rules on that section of the East side of Washington Street beginning just south of Newark Street so that the farmers can park their trucks to unload and sell their goods.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The parking meters along the East side of Washington Street just South of Newark Street are hereby suspended on every Tuesday from 12:00 P.M. to 9:00 P.M. beginning Tuesday, June 24, 2014 and ending Tuesday, November 18, 2014.
4. The sidewalk along the East side of Washington Street between Newark Street and Observer Highway shall be cleared of loiterers every Tuesday from 12:00 P.M. to 9:00 P.M. beginning at 12:00 P.M. on Tuesday, June 24, 2014 and ending at 9:00 P.M. on Tuesday, November 18, 2014.
5. The Hoboken Police Department and Hoboken Parking Utility shall take action to effectuate and enforce these regulations.
6. A certified copy of this resolution shall be provided to Mayor Dawn Zimmer, Business Administrator Quentin Wiest, Director Jon Tooke, Chief of Police Anthony Falco, and Director John Morgan.

This Resolution shall take effect immediately.

Meeting date: May 21, 2014

APPROVED:

Quentin Wiest
 Quentin Wiest
 Business Administrator

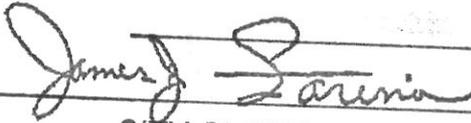
APPROVED AS TO FORM:

Melissa L. Longo
 Melissa L. Longo
 Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason	/			
David Mello	/			

Tim Occhipinti	/			
Michael Russo	/			
Council 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: MAY 21 2014



CITY CLERK

DOWNTOWN HOBOKEN FARMERS' MARKET REGULATIONS

PURPOSE: The Downtown Hoboken Farmers' Market has been established as a community service to the City of Hoboken and as support for regional farmers, allowing them the opportunity to market quality products grown on their farms in a designated area. To remain competitive, farmers need to be able to develop new markets for agricultural products grown on their farms. Success in agricultural marketing helps significantly in economically preserving farmland and open space which in turn contributes to maintaining the quality of life in the region. Communities benefit from the fresh, nutritious, high quality produce it provides consumers access to and attracts business activity to downtown areas. The Downtown Hoboken Farmers' Market also serves as a community gathering place to exchange recipes and ideas in a non-political setting.

REGISTRATION: Participation is open to established farming operations engaged in the production of agricultural products and vendors whose products promote nutrition and/or produce.

FEES: Registration -\$50 Due with completed application
Market Fees -\$35/day

LOCATION/TIME: The market will operate on the east side of Washington Street between Newark Street and Observer Highway. Arrive at least one-half hour before to set up. No sales will occur before 3:00 PM and breakdowns should be completed no later than 7:30 PM

INSURANCE: A certificate of liability insurance is required with a minimum coverage of \$1,000,000 naming the City of Hoboken as an additional insured. Certificates of insurance must be received and approved by the market manager before a grower is permitted to sell at the market.

SALES AUTHORIZATION: Authorization to sell agricultural products is available to growers who have an established farming operation under their direct management. Only one authorization per market will be issued for each farming operation. The authorization entitles the farmer, family members and employees of the farming operation to sell agricultural products grown by that farming operation. The authorization is not transferable and may be limited to a specific number per market. Each market reserves the right to select the growers that will participate. Selection will be based on size of market location, composition of products offered, and prior adherence to the market regulations. Authorization to sell at the market can be withdrawn by the sponsor if a grower violates market regulations or if the market must close due to lack of support by the community or participating growers.

SPACES: Spaces (of a specified size and location) will be assigned by the market manager. Spaces assigned to vendors are to be used only by that vendor. No leasing or lending of market stalls will be allowed. **When unable to attend, vendors must notify the Market Manager in advance (24 hours, if possible). Each vendor will be allowed parking for one vehicle on Washington Street between Newark Street and Observer Highway. The Downtown Hoboken Farmers' Market will not be held responsible for parking violations of a second vehicle.**

ORDERLY MARKET OPERATION: The market manager is responsible for the orderly operation of the market. All questions and issues are to be directed to the market manager. **Disputes between vendors and/or market managers will not be tolerated at the market site.** The market manager has the right to evict any vendor from the market site. The vendor's recourse is a formal complaint in writing forwarded to both the Market Manager and the NJCFC. The Market Manager and the NJCFC are only responsible for acting upon written complaints.

DISPLAY: Tables displaying produce and related products will be set up, so that no seller blocks or limits the view or access of consumers to a neighboring seller. Vendors must supply their own scales, bags, tables, electrical power etc. Producers must maintain scales acceptable to the County Department of Weights and Measures. Produce may be sold by the count, weight, bunch, or in legally acceptable containers. All other containers must identify the net weight of the contents. Produce that is not of fresh or good quality will not be displayed nor sold at the market. The market manager has the right to require any produce that does not comply with the market regulations to be removed from any stand. All prices must be posted before and during sale time. **In addition, each seller must display a sign in a prominent place giving his or her farm name and address.** Producers and their employees must wear shirts, trousers/shorts/skirts and shoes. Hawking or shouting to attract customers will

not be permitted. Each producer is responsible for cleaning the area around his or her stall and providing at least one trash receptacle. Grower generated waste should be disposed back at the farm.

Producers will comply with all federal, state, and county regulations including, but not limited to, chapter 12 of the New Jersey Sanitary Code. Vendors must also comply with other terms and conditions that may be added for the public health, safety, and welfare.

VENDORS: The Downtown Hoboken Farmers' Market reserves the right to invite, or not invite, vendors as it sees fit. Products sold by vendors at the Downtown Hoboken Farmers' Market must either be grown/produced by New Jersey farmers directly or promote good nutrition and/or produce.

FARMERS' PRODUCTS: Only agricultural products produced from the farm of the grower can be sold* at the Farmers' Market, except as specified below:

Leased land - Growers may utilize leased land only if all aspects of production and maintenance are conducted under their direct management. The Market Manager and NJCFC may ask for a copy of the lease agreement *and proof that the farmer performs or supervises all work associated with the production of the crop. Proof may include but is not limited to seed receipts, pay roll records, spray records, orchard equipment, etc.*

Leasing of orchard land is permitted only if it is done on a long-term (+3 years). NJCFC will ask for a copy of the lease agreement which must be received by April 15, 2009. Legitimacy of all lease agreements will be judged by the NJCFC to determine if products can be brought to market.

Cider and fruit juice - Sold only by the producers of those fruits. Cider can be pressed off farm, if not pressed on the farm, provide name and address of mill at the market. At least 60% of fruit in the juice will come from grower's orchard. No cider or juices can come from anywhere other than New Jersey. No concentrates are permitted.

The sale of baked and other processed items is decided on a market by market basis by the municipality in which a market is located. Growers wishing to sell items freshly grown on their farm baked or processed on their premises must submit a copy of their County Health Department's annual Sanitary Inspection Report to the NJCFC and the Market Manager before the market season begins.

Products sold as organic must comply with the National Organic Program rules.

*All agricultural products to be sold must first be registered, as appropriate, on the **Crop Plan Form** or the **Purchased Product Request Form**.

PURCHASED ITEMS: A grower may petition the Market Manager to sell a purchased agricultural product at the farm market, not grown on his or her farm, for a specified period of time. The grower petitioning the Market Manager to sell a purchased product will submit a **Purchased Product Request Form** at least one week in advance of the starting date of sale of that product.

Based on the following criteria, the Market Manager will either approve, partially approve, or reject the grower's petition:

1. The product is purchased directly from another New Jersey farm operation where it was grown.
2. It has been determined by reviewing crop plans and surveying other growers in the market that there will not be a sufficient quantity *and quality* of that product in the market to satisfy demand during the specified time period. *Sales of purchased items will be allowed only after growers of the crop has been sold out.*
3. A maximum of *1-5 crops (based on number of farmers as follows: 1-2 farmers=0-5 crops, 3-4 farmers=0-4 crops, 4 or more farmers=0-3 crops) (all varieties/cultivars of a crop are counted as one crop)* may be purchased and will account for no more than 25% of all products offered for sale by the farmer, both in number and sales space, at the beginning of each sales day.
4. The offering for sale of purchased items will not deter from the purpose of the Farmers Market, nor negatively impact its viability. Approval may be withdrawn with one-week prior notice.

A listing of all purchased product approvals will be made available to all authorized farmers upon request. **Purchased items must be identified as such at the market by indicating the farm name and location where they were bought.**

Full partnerships of two individual farmers sharing in the production of crops can participate in the Farmers Markets only with **written preapproval from the Market Manager** and supported with a partnership agreement filed in the county the farm is located. A full partnership is defined as two individual farmers actually sharing in the production (planting, cultivation, pest control, and harvest) of crops. This cannot be a brokerage arrangement. It is the grower participants responsibility to submit a legal partnership agreement to the Market Manager and the NJCFC before bringing the partnership's products to market.

INSPECTIONS: The NJCFC, or its agent, will inspect each registered farm during the marketing season to verify agricultural products being grown, acreage, and scheduled time of harvest. An approved farm inspection is required annually for each grower to be authorized to sell any product at the Farmers' Market. Advance notice will be provided before any farm inspection. *Growers must schedule an inspection within one week of being contacted by the inspector.* The NJCFC reserves the right to reinspect farms to clarify or resolve questions or complaints *with 48 hour advance notice.* *Farmer will be billed \$125 for reinspection if a violation is found.* Farmers will receive copies of their farm inspection report as well as the Manager of the market(s) the farmer is attending. The NJCFC will make at least one market inspection per year at each of the community sites to ensure produce being sold by the participating growers is on their **Crop Plan form** and /or **Purchased Product Request form(s)**. The results of this market inspection will be forwarded to the Market Managers.

VIOLATIONS: If a Market Manager in consultation with the NJCFC determines a grower is in violation of the regulations, the grower will be notified by phone or in person, and a written notice will follow. If the violation continues, the following penalties may be assessed:

PENALTIES: **One violation** - a warning letter issued and/or suspension from the market(s) *where the violation was found* for one day.

Two violations - suspension from the market(s) for up to one month and a mandatory meeting with NJCFC Executive Committee and Market Manager.

Additional violations - suspension from the market(s) for up to the remainder of the season. Re-application to the market(s) will be at the market manager's and community sponsor's discretion.

Major violations in which suspension from a market was necessary are cumulative and stay on a growers record for two years from the date of the violation. Minor violations in which only a warning letter was issued cumulate only during the year they were issued.

APPEALS: Upon receiving a violation notice, you may request an appearance before the NJCFC Executive Committee and the Market Manager to contest the findings. A meeting will be called within two weeks of your request. Items in violation may be suspended from sale until the hearing. To assure speedy resolution of violations, an enforcement subcommittee may hear your case in lieu of a full committee.

Market Contact:

Downtown Hoboken Farmers' Market

?

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

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE LOCATION OF THE UPTOWN HOBOKEN FARMERS' MARKET ON THURSDAYS DURING THE MONTHS OF JUNE, JULY, AUGUST, SEPTEMBER, AND OCTOBER.

WHEREAS, the Quality of Life Coalition and the City of Hoboken are sponsoring a farmers' market along the east side of Hudson Street between 13th and 14th Streets; and

WHEREAS, the Hoboken Farmers' Market will take place every Thursdays, beginning June 5, 2014 and ending Thursday, October 30, 2014; and

WHEREAS, the Hoboken Quality of Life Coalition and City of Hoboken request that the Council of the City of Hoboken suspend parking meter rules on that section of the East side of Hudson Street beginning north of 13th Street so that the farmers can park their trucks to unload and sell their goods.

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The Council hereby authorizes the Mayor or her designee to execute any and all documents and take any and all actions necessary to complete and receive the intent and purpose of this resolution.
3. The parking meters along the East side of Hudson Street just north of 13th Street are hereby suspended on every Thursday from 12:00 P.M. to 9:00 P.M. beginning Thursday, June 5, 2014 and ending Thursday, October 30, 2014.
4. The sidewalk along the East side of Hudson Street between 13th and 14th Streets shall be cleared of loiterers every Thursday from 12:00 P.M. to 9:00 P.M. beginning at 12:00 P.M. on Thursday, June 5, 2014 and ending at 9:00 P.M. on Thursday, October 30, 2014.
5. The Hoboken Police Department and Hoboken Parking Utility shall take action to effectuate and enforce these regulations.
6. A certified copy of this resolution shall be provided to Mayor Dawn Zimmer, Business Administrator Quentin Wiest, Director Jon Tooke, Chief of Police Anthony Falco, and Director John Morgan.

This Resolution shall take effect immediately.

Meeting date: May 21, 2014

APPROVED:

Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Melissa L. Longo
Melissa L. Longo
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Elizabeth Mason	/			
David Mello	/			

Tim Occhipinti	/			
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:

MAY 21 2014

PURPOSE: The Uptown Hoboken Farmers' Market has been established as a community service to the City of Hoboken and as support for regional farmers, allowing them the opportunity to market quality products grown on their farms in a designated area. To remain competitive, farmers need to be able to develop new markets for agricultural products grown on their farms. Success in agricultural marketing helps significantly in economically preserving farmland and open space which in turn contributes to maintaining the quality of life in the region. Communities benefit from the fresh, nutritious, high quality produce it provides consumers access to and attracts business activity to Uptown areas. The Uptown Hoboken Farmers' Market also serves as a community gathering place to exchange recipes and ideas in a non-political setting.

REGISTRATION: Participation is open to established farming operations engaged in the production of agricultural products and vendors whose products promote nutrition and/or produce.

FEES: Registration -\$50 Due with completed application
Market Fees -\$35/day

LOCATION/TIME: The market will operate on the east side of Hudson Street between 13th and 14th Streets. Arrive at least one-half hour before to set up. No sales will occur before 2:00 PM and breakdowns should be completed no later than 7:00 PM.

INSURANCE: A certificate of liability insurance is required with a minimum coverage of \$1,000,000 naming the City of Hoboken as an additional insured. Certificates of insurance must be received and approved by the market manager before a grower is permitted to sell at the market.

SALES AUTHORIZATION: Authorization to sell agricultural products is available to growers who have an established farming operation under their direct management. Only one authorization per market will be issued for each farming operation. The authorization entitles the farmer, family members and employees of the farming operation to sell agricultural products grown by that farming operation. The authorization is not transferable and may be limited to a specific number per market. Each market reserves the right to select the growers that will participate. Selection will be based on size of market location, composition of products offered, and prior adherence to the market regulations. Authorization to sell at the market can be withdrawn by the sponsor if a grower violates market regulations or if the market must close due to lack of support by the community or participating growers.

SPACES: Spaces (of a specified size and location) will be assigned by the market manager. Spaces assigned to vendors are to be used only by that vendor. No leasing or lending of market stalls will be allowed. **When unable to attend, vendors must notify the Market Manager in advance (24 hours, if possible). Each vendor will be allowed parking for one vehicle on Hudson St. between 13th and 14th Sts. The Uptown Hoboken Farmers' Market will not be held responsible for parking violations of a second vehicle.**

ORDERLY MARKET OPERATION: The market manager is responsible for the orderly operation of the market. All questions and issues are to be directed to the market manager. **Disputes between vendors and/or market managers will not be tolerated at the market site.** The market manager has the right to evict any vendor from the market site. The vendor's recourse is a formal complaint in writing forwarded to both the Market Manager and the NJCFC. The Market Manager and the NJCFC are only responsible for acting upon written complaints.

DISPLAY: Tables displaying produce and related products will be set up, so that no seller blocks or limits the view or access of consumers to a neighboring seller. Vendors must supply their own scales, bags, tables, electrical power etc. Producers must maintain scales acceptable to the County Department of Weights and Measures. Produce may be sold by the count, weight, bunch, or in legally acceptable containers. All other containers must identify the net weight of the contents. Produce that is not of fresh or good quality will not be displayed nor sold at the market. The market manager has the right to require any produce that does not comply with the market regulations to be removed from any stand. All prices must be posted before and during

sale time. **In addition, each seller must display a sign in a prominent place giving his or her farm name and address.** Producers and their employees must wear shirts, trousers/shorts/skirts and shoes. Hawking or shouting to attract customers will not be permitted. Each producer is responsible for cleaning the area around his or her stall and providing at least one trash receptacle. Grower generated waste should be disposed back at the farm.

Producers will comply with all federal, state, and county regulations including, but not limited to, chapter 12 of the New Jersey Sanitary Code. Vendors must also comply with other terms and conditions that may be added for the public health, safety, and welfare.

VENDORS: The Uptown Hoboken Farmers' Market reserves the right to invite, or not invite, vendors as it sees fit. Products sold by vendors at the Uptown Hoboken Farmers' Market must either be grown/produced by New Jersey farmers directly or promote good nutrition and/or produce.

FARMERS' PRODUCTS: Only agricultural products produced from the farm of the grower can be sold* at the Farmers' Market, except as specified below:

Leased land - Growers may utilize leased land only if all aspects of production and maintenance are conducted under their direct management. The Market Manager and NJCFC may ask for a copy of the lease agreement *and proof that the farmer performs or supervises all work associated with the production of the crop. Proof may include but is not limited to seed receipts, pay roll records, spray records, orchard equipment, etc.*

Leasing of orchard land is permitted only if it is done on a long-term (+3 years). NJCFC will ask for a copy of the lease agreement which must be received by April 15, 2009. Legitimacy of all lease agreements will be judged by the NJCFC to determine if products can be brought to market.

Cider and fruit juice - Sold only by the producers of those fruits. Cider can be pressed off farm, if not pressed on the farm, provide name and address of mill at the market. At least 60% of fruit in the juice will come from grower's orchard. No cider or juices can come from anywhere other than New Jersey. No concentrates are permitted.

The sale of baked and other processed items is decided on a market by market basis by the municipality in which a market is located. Growers wishing to sell items freshly grown on their farm baked or processed on their premises must submit a copy of their County Health Department's annual Sanitary Inspection Report to the NJCFC and the Market Manager before the market season begins.

Products sold as organic must comply with the National Organic Program rules.

*All agricultural products to be sold must first be registered, as appropriate, on the **Crop Plan Form** or the **Purchased Product Request Form**.

PURCHASED ITEMS: A grower may petition the Market Manager to sell a purchased agricultural product at the farm market, not grown on his or her farm, for a specified period of time. The grower petitioning the Market Manager to sell a purchased product will submit a **Purchased Product Request Form** at least one week in advance of the starting date of sale of that product.

Based on the following criteria, the Market Manager will either approve, partially approve, or reject the grower's petition:

1. The product is purchased directly from another New Jersey farm operation where it was grown.
2. It has been determined by reviewing crop plans and surveying other growers in the market that there will not be a sufficient quantity *and quality* of that product in the market to satisfy demand during the specified time period. *Sales of purchased items will be allowed only after growers of the crop has been sold out.*
3. A maximum of *1-5 crops (based on number of farmers as follows: 1-2 farmers=0-5 crops, 3-4 farmers=0-4 crops, 4 or more farmers=0-3 crops)* (all varieties/cultivars of a crop are counted as one crop) may be purchased and will account for no more than 25% of all products offered for sale by the farmer, both in number and sales space, at the beginning of each sales day.
4. The offering for sale of purchased items will not deter from the purpose of the Farmers Market, nor negatively impact its viability. Approval may be withdrawn with one-week prior notice.

A listing of all purchased product approvals will be made available to all authorized farmers upon request. **Purchased items must be identified as such at the market by indicating the farm name and location where they were bought.**

Full partnerships of two individual farmers sharing in the production of crops can participate in the Farmers Markets only with **written preapproval from the Market Manager** and supported with a partnership agreement filed in the county the farm is located. A full partnership is defined as two individual farmers actually sharing in the production (planting, cultivation, pest control, and harvest) of crops. This cannot be a brokerage arrangement. It is the grower participants responsibility to submit a legal partnership agreement to the Market Manager and the NJCFC before bringing the partnership's products to market.

INSPECTIONS: The NJCFC, or its agent, will inspect each registered farm during the marketing season to verify agricultural products being grown, acreage, and scheduled time of harvest. An approved farm inspection is required annually for each grower to be authorized to sell any product at the Farmers' Market. Advance notice will be provided before any farm inspection. *Growers must schedule an inspection within one week of being contacted by the inspector.* The NJCFC reserves the right to reinspect farms to clarify or resolve questions or complaints *with 48 hour advance notice.* *Farmer will be billed \$125 for reinspection if a violation is found.* Farmers will receive copies of their farm inspection report as well as the Manager of the market(s) the farmer is attending. The NJCFC will make at least one market inspection per year at each of the community sites to ensure produce being sold by the participating growers is on their **Crop Plan form** and /or **Purchased Product Request form(s)**. The results of this market inspection will be forwarded to the Market Managers.

VIOLATIONS: If a Market Manager in consultation with the NJCFC determines a grower is in violation of the regulations, the grower will be notified by phone or in person, and a written notice will follow. If the violation continues, the following penalties may be assessed:

PENALTIES: **One violation** - a warning letter issued and/or suspension from the market(s) *where the violation was found* for one day.

Two violations - suspension from the market(s) for up to one month and a mandatory meeting with NJCFC Executive Committee and Market Manager.

Additional violations - suspension from the market(s) for up to the remainder of the season. Re-application to the market(s) will be at the market manager's and community sponsor's discretion.

Major violations in which suspension from a market was necessary are cumulative and stay on a growers record for two years from the date of the violation. Minor violations in which only a warning letter was issued cumulate only during the year they were issued.

APPEALS: Upon receiving a violation notice, you may request an appearance before the NJCFC Executive Committee and the Market Manager to contest the findings. A meeting will be called within two weeks of your request. Items in violation may be suspended from sale until the hearing. To assure speedy resolution of violations, an enforcement subcommittee may hear your case in lieu of a full committee.

Market Contact:

Uptown Hoboken Farmers' Market
Julie Harari
202 11th Street
Hoboken, NJ 07030

Introduced By: [Signature] 16
 Second By: [Signature]

CITY OF HOBOKEN
 RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling \$11,023.68

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Monroe 302 LLC 300 Newark Street, #8H Hoboken, NJ 07030	47/31	304 Monroe St.	1/14	\$2,318.64
Monroe 302 LLC 300 Newark Street, #8H Hoboken, NJ 07030	47/30	306 Monroe St.	1/14	\$2,192.69
Amanda D. Laufer 1301 Adams Street #507 Hoboken, NJ 07030	114/1/C0507	1300 Grand St.	2/14	\$3,757.42 Abatement
Hudson City Savings Bank West 80 Century Road Paramus, NJ 07652-1478	180/35	506 Garden St.	1/14	\$1,531.44
Michael J. Signoriello 1125 Maxwell Lane #540 Hoboken, NJ 07030	160/3/C05-B	807 Clinton St.	2/14	\$1,103.54
Michael J. Signoriello 1125 Maxwell Lane #540 Hoboken, NJ 07030	160/3/C0P14	807 Clinton St.	2/14	\$119.95

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: MAY 21 2014

[Signature]
 CITY CLERK

Approved as to Form:
[Signature]
 CORPORATION COUNSEL
[Signature]
 Sharon Curran

17
Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasurer made payable to the following totaling \$131,679.10

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Mc Carter & English Four Gateway Center 100 Mulberry Street Newark, NJ 07102-4056	115/1	1300-1324 Clinton St	2012	\$57,000.00
Mc Carter & English Four Gateway Center 100 Mulberry Street Newark, NJ 07102-4056	115/1	1300-1324 Clinton St	2013	\$57,576.00
Waters, Mc Pherson, McNeill 300 Lighting Way P.O. Box 1560 Secaucus, NJ 07096	268.01/3/C00C1	1500 Hudson St.	2009	\$ 1,019.00
Waters, Mc Pherson, McNeill 300 Lighting Way P.O. Box 1560 Secaucus, NJ 07096	268.01/3/C001G	1500 Hudson St.	2009	\$ 3,425.11

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Waters, Mc Pherson, McNeill 300 Lighting Way P.O. Box 1560 Secaucus, NJ 07096	268.01/3/C002G	1500 Hudson St.	2009	\$ 3,425.11
Waters, Mc Pherson, McNeill 300 Lighting Way P.O. Box 1560 Secaucus, NJ 07096	268.01/3/C002I	1500 Hudson St.	2009	\$ 2,639.53
Waters, Mc Pherson, McNeill 300 Lighting Way P.O. Box 1560 Secaucus, NJ 07096	268.01/3/C003G	1500 Hudson St.	2009	\$ 3,425.11
Waters, Mc Pherson, McNeill 300 Lighting Way P.O. Box 1560 Secaucus, NJ 07096	268.01/3/C001H	1500 Hudson St.	2009	\$ 3,169.24

Meeting: May 21, 2014

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

MAY 21 2014

James J. Sarena

CITY CLERK

Approved as to Form:

M. J. [Signature]
Corporation Counsel

Sharon Curran

Sharon Curran

A TRUE COPY OF A RESOLUTION ADOPTED BY
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
 AT A MEETING HELD ON: **MAY 21 2014**

Sponsored by: _____

Seconded by: _____

James J. Sarena
 CITY CLERK

City of Hoboken

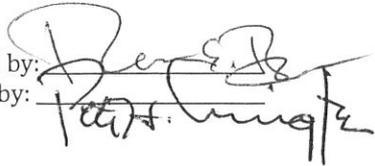
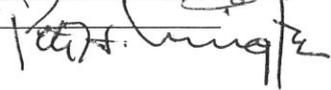
Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular meeting of April 16, 2014** and the **Special meeting of April 23, 2014** have been reviewed and approved as to legal form and content.

Melissa J. Lopez
 Approved as to form:

Meeting Date: May 21, 2014

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/		✓ 4/23/14	
Theresa Castellano	/			
Peter Cunningham	/			
Jim Doyle	/			
Elizabeth Mason	/	/		
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Jen Giattino	/			

Introduced by: 
Seconded by: 

19

CITY OF HOBOKEN
RESOLUTION NO. : ___

RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED SUBCONTRACT AGREEMENT #5281 BETWEEN RUTGERS
AND THE CITY OF HOBOKEN

WHEREAS, the City wishes to enter into the attached agreement with Rutgers, for additional funding in the amount of \$10,000.00 to cover the unfunded portion of the Raingarden Project between Rutgers and the City, in accordance with the attached agreement; and

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

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached agreement with Rutgers which provides for a Rutgers contribution of a total not to exceed amount of Ten Thousand Dollars (\$10,000.00); and

BE IT FURTHER RESOLVED, the contribution amount shall be deposited directly into the following account: 4-01-21-181-036 in the CY2014 budget; and

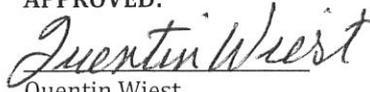
BE IT FURTHER RESOLVED the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

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,

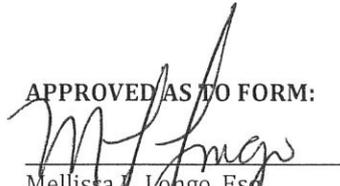
BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Meeting date: May 21, 2014

APPROVED:


Quentin Wiest
Business Administrator

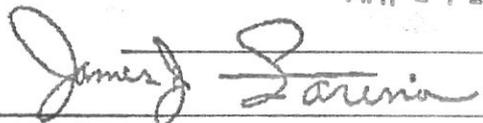
APPROVED AS TO FORM:


Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Theresa Castellano	/			
James Doyle	/			
Jen Giattino	/	/		
Elizabeth Mason	/			
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Peter Cunningham	/			

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

MAY 21 2014


CITY CLERK



**SUBCONTRACT AGREEMENT # 5281
IN AGREEMENT WITH
RUTGERS, THE STATE UNIVERSITY
And
CITY OF HOBOKEN**

Address: 94 Washington Street
Hoboken, NJ 07030

For: Performance of certain work and services in connection with Rutgers
account number: 436502 and organizational code 10415

Project Sponsor: State of New Jersey Department of Environmental Protection

Sponsor Award #: WQ13-001

Project Title: Green Infrastructure Education and Implementation Grant

Rutgers DUNS #: 00-191-2864

Rutgers EIN#: 1-226001086-A1

**Rutgers Project Director/
Principal Investigator:** Christopher Obropta

Department: SEBS - Environmental Science

Type of Contract: Cost Reimbursable

Period of Performance: 4/1/2014 through 10/30/2014

Maximum Allowable Price: \$10,000

Issued by: Rutgers, The State University
Office of Research and Sponsored Programs
ASB III – 3 Rutgers Plaza
New Brunswick, New Jersey 08901

Invoice to: invoices@rci.rutgers.edu or
Rutgers, The State University
Accounts Payable
Administrative Services Building
65 Davidson Road
Piscataway, NJ 08854

This Agreement is entered into by and between Rutgers, The State University of New Jersey, with principal offices in New Brunswick, New Jersey (hereinafter called "RUTGERS"), and the City of Hoboken (hereinafter called "SUBCONTRACTOR"), and constituting a subcontract under Award No. WQ13-001 from the State of New Jersey Department of Environmental Protection issued to Rutgers, The State University. The State of New Jersey Department of Environmental Protection shall hereinafter be referred to as Sponsor.

WITNESSETH THAT:

SUBCONTRACTOR agrees to perform the work and services in accordance with the terms and conditions set forth in this Agreement for the consideration stated herein. Therefore, it is agreed as follows:

ARTICLE 1. SCOPE OF WORK

- a) SUBCONTRACTOR shall provide the necessary personnel, equipment, facilities, and supplies to perform the work described in the Statement of Work, which is attached hereto as Exhibit A.
- b) Unless specifically stated elsewhere in this Agreement, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant professions, trade, or field, and holding any licenses required by law.

ARTICLE 2. KEY PERSONNEL

SUBCONTRACTOR shall designate Christopher Brown as its Project Director/Principal Investigator. Christopher Brown shall not be removed or replaced without the prior written approval of RUTGERS.

RUTGERS hereby designates Christopher Obropta as its Project Director/Principal Investigator for this work.

For official correspondence and communication the following contacts are listed below:

Technical Matters

For Subcontractor:	PI Name:	Christopher Brown
	—Address:	City of Hoboken 94 Washington Street Hoboken, NJ 07030
	Phone:	201-239-6642
	Fax:	201-420-2096
	Email:	gdestefano cbrown@hobokennj.gov
For Rutgers:	PI Name:	Christopher Obropta
	Address:	Rutgers, The State University of New Jersey SEBS-Environmental Science 14 College Farm Road New Brunswick, NJ 08628
	Phone:	848-932-5711
	Fax:	732-932-8644
	Email:	obropta@envsci.rutgers.edu

Business Matters:

For Subcontractor: Name: George DeStafano Corporation Counsel
 Address: City of Hoboken
 94 Washington Street
 Hoboken, NJ 07030
 Phone: 201-239-6642
 Fax: 201-420-2096
 Email: ebrownmlongo@hobokennj.gov

For Rutgers: Name: Melissa Vinch
 Address: Rutgers, The State University of New Jersey
 Office of Research and Sponsored Programs
 ASB III, 3 Rutgers Plaza
 New Brunswick, NJ 08901
 Phone: 848-932-4026
 Fax: 732-932-0162
 Email: melissa.vinch@rutgers.edu

For Subcontract Matters: Name: Michael Toleno
 Address: Rutgers, The State University of New Jersey
 Office of Research and Sponsored Programs
 ASB III, 3 Rutgers Plaza
 New Brunswick, NJ 08901
 Phone: 848-932-4017
 Fax: 732-932-0162
 Email: michael.toleno@rutgers.edu

ARTICLE 3. PERIOD OF PERFORMANCE

The period of performance under this Agreement shall begin on 4/1/2014 and shall end on 10/30/2014, unless extended by mutual written agreement, or terminated in accordance with the terms of this Agreement.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

- a) The total amount available to SUBCONTRACTOR for performance hereunder is Ten Thousand Dollars (\$10,000.00) as specified in the budget, Exhibit A hereunto, which shall not be exceeded unless changed by written amendment to this Agreement.
- b) SUBCONTRACTOR may transfer funds within approved budgeted categories in accordance with Office of Management and Budget (OMB) Circular A-110, "Uniform Administrative Requirement for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as in effect on the date of this Agreement and in accordance with the additional requirements of the Sponsor in Exhibit B.
- c) The allowable cost of performing the work under this Agreement shall be the cost actually incurred by SUBCONTRACTOR, both direct and indirect, if applicable. The allowable direct cost, including acceptability of cost allocation methods, shall be determined by RUTGERS in accordance with:

- 1) OMB Circular A-21, "Cost Principles for Educational Institutions," as in effect on the date of this Agreement.
 - 2) Allowable facilities and administrative costs shall be in the amount provided by the Sponsor in accordance with SUBCONTRACTOR'S current Negotiated Facilities and Administrative Rate Agreement. Otherwise, facilities and administrative costs shall be specified and agreed to in accordance with Exhibit A, Budget.
- d) SUBCONTRACTOR shall, at monthly intervals following commencement of work, submit invoices to RUTGERS for payment of costs incurred during the preceding month. Each original invoice will present, by approved budget line item, costs for the current period being billed along with cumulative amounts billed to date according to Exhibit C. These invoices shall contain all costs incurred during the billing period and shall be sufficiently detailed to allow RUTGERS personnel to make the required fiscal reports to the Sponsor. Invoices shall be submitted to invoices@rci.rutgers.edu or Rutgers, The State University, Accounts Payable, Administrative Services Building, 65 Davidson Road, Piscataway, NJ 08854, referencing the RUTGERS' account No. 436502 and organizational code 10415 and the purchase order number. Payment of final invoice shall be withheld pending receipt and acceptance of all closeout documents, including final cost-sharing certification. Rutgers must receive the final invoice within 45 days of project termination date. Invoices received after this date may not be paid if the prime sponsor de-obligated the funding.

Each invoice must include the following statement and be certified by a business official:

I certify that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and conditions of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that payment for the costs claimed above has not been received.

ARTICLE 5. REPORTING REQUIREMENTS

- a) SUBCONTRACTOR shall submit such technical reports to the RUTGERS Project Director/Principal Investigator as required by RUTGERS to meet the technical report requirements of the prime agreement. Each report shall be submitted sufficiently in advance of the report deadline to allow review and comment by the RUTGERS Project Director/Principal Investigator prior to transmittal to the funding agency. Reports are due within 45 days of termination of grant/contract period.
- b) All required technical/financial reports and project-related records will be maintained by SUBCONTRACTOR in accordance with OMB A-110, and retained for a period of not less than three (3) years following the submission and acceptance of the final reports.

ARTICLE 6. AUDIT

- a) SUBCONTRACTOR shall maintain appropriate accounting records sufficient to properly document costs claimed as incurred in the performance of this Agreement, and shall make such records available, upon request, to authorized RUTGERS or Sponsor personnel for audit purposes.

Said records shall be retained and kept available by SUBCONTRACTOR for a period of not less than three (3) years after final payment by RUTGERS or the final technical report is sent to Rutgers, whichever occurs last.

- b) If any amount paid hereunder by RUTGERS is subsequently disapproved or disallowed by the

Sponsor or another authorized agency, SUBCONTRACTOR shall upon demand and without litigation, promptly repay RUTGERS said disapproved or disallowed amount.

- c) SUBCONTRACTOR agrees to comply with the requirements of OMB Circular A-133, "Audits of State and Local Governments, and Other Nonprofit Organizations." In cases of adverse findings, SUBCONTRACTOR shall provide without further request from RUTGERS copies of responses to auditors' reports and a plan for corrective action. All audit reports required are to be sent to Audit Reports, Assistant Controller, Division of Grant and Contract Accounting, ASB III, 3 Rutgers Plaza, New Brunswick, NJ 08901.

ARTICLE 7. EQUIPMENT

- a) Title to equipment acquired with subcontract funds shall be vested in SUBCONTRACTOR, unless otherwise stated in Article 10, and subject to the rights of the Government, if applicable. However, unless so provided in SUBCONTRACTOR's budget, SUBCONTRACTOR shall not acquire any items of equipment with subcontract funds unless prior written approval has been obtained from RUTGERS.
- b) SUBCONTRACTOR shall be responsible for maintaining equipment and associated materials, including inventory, accountability, and disposition of equipment in accordance with the Sponsor's policy.

ARTICLE 8. RIGHTS IN DATA AND COPYRIGHTS

- a) Unless otherwise specified herein, any data developed by SUBCONTRACTOR in the performance of this Agreement shall be and remain the sole property of the SUBCONTRACTOR.
- b) SUBCONTRACTOR is free to copyright material developed under or in connection with this Agreement, and shall give notice to RUTGERS of any material so copyrighted.
- c) RUTGERS and Sponsor shall have a royalty-free, nonexclusive, world-wide and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, such data and material.
- d) The Subcontractor shall be free to publish results of the Work provided that advance copies of material intended for publication are submitted to the RUTGERS Authorized Representative for Technical Matters for review prior to publication. SUBCONTRACTOR agrees to give reviewers' comments serious consideration prior to publishing and to include the following statement in any publication resulting from the Work: "This publication was supported by a subcontract from Rutgers University, SEBS - Environmental Science, under Award No. WQ13-001 from the State of New Jersey Department of Environmental Protection." All materials, except scientific articles or papers published in scientific journals, must also contain the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of Rutgers University or those of the State of New Jersey Department of Environmental Protection."

ARTICLE 9: INTELLECTUAL PROPERTY

- a) "Intellectual Property" shall mean patents, patent applications, and know-how.
- b) Unless otherwise provided herein, all Intellectual Property relating to inventions conceived and reduced to practice solely by SUBCONTRACTOR in the performance of this Agreement shall be and

remain the sole property of SUBCONTRACTOR. Intellectual Property relating to inventions conceived and reduced to practice jointly by RUTGERS and SUBCONTRACTOR in the performance of this Agreement shall be jointly owned.

- c) Unless otherwise provided herein, RUTGERS shall have a royalty-free, nonexclusive, worldwide, and irrevocable right to use SUBCONTRACTOR'S Intellectual Property for research and educational purposes, and to satisfy the requirements of the Sponsor.
- d) Certain patent and invention rights and other rights of RUTGERS, SUBCONTRACTOR and the U.S. Government, if applicable, shall be in accordance with the provisions contained in the prime award. In the absence of any such provisions, inventor ship and ownership shall, as a minimum, be based on the principles of U.S. Patent Law for commercial contracts; FAR 52.227-11 or 12 under DOD awards; and 37CFR401.14 for small business and non-profit entities.

ARTICLE 10. TERMINATION

- a) RUTGERS or SUBCONTRACTOR may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice. SUBCONTRACTOR shall, upon receipt of notice of termination from RUTGERS, refrain from incurring any further costs under this Agreement and shall use its best efforts to cancel any commitments made by it prior to receipt of such notice. Such termination shall, however, not affect any commitments which, in the judgment of RUTGERS, have properly become legally binding prior to the effective date of termination and which could not reasonably have been rescinded by SUBCONTRACTOR. Any prepaid but unearned funds shall be returned to RUTGERS.
- b) It is understood and agreed, however, that in the event that SUBCONTRACTOR is in default upon any of its obligations hereunder at the time of termination, RUTGERS reserves the right to pursue, in addition to termination, any other rights or remedies which RUTGERS may have against SUBCONTRACTOR, and RUTGERS may withhold any payments to SUBCONTRACTOR for the purpose of set-off until such time as the exact amount of damages may be determined.

ARTICLE 11. PROVISIONS OF PRIME AGREEMENT

All provisions contained in Exhibit B shall be binding upon the SUBCONTRACTOR and SUBCONTRACTOR hereby agrees with same.

ARTICLE 12. PUBLICITY

Neither the SUBCONTRACTOR nor RUTGERS shall use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party. This restriction shall not include internal documents or those available to the public that identify the existence of this agreement.

ARTICLE 13. DISPUTES

Any disagreements arising out of this Agreement, or from a breach thereof, shall be submitted to arbitration, and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held under the procedures and rules of the American Arbitration Association. Any arbitration shall be held in Newark, New Jersey, unless mutually agreed otherwise.

ARTICLE 14. DEBARMENT AND SUSPENSION

- a) In accepting this Agreement, SUBCONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Any change in the debarred or suspended status of SUBCONTRACTOR during the life of this Agreement must be reported immediately to RUTGERS. SUBCONTRACTOR agrees to incorporate the Debarment and Suspension Certification into any subcontract that they may enter into as a part of this Agreement.
- b) If SUBCONTRACTOR is unable to certify to any of the statements in this certification, SUBCONTRACTOR shall attach an explanation to this Agreement.
- c) This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register, Pages 19160-19211. Copies of the regulations may be obtained by contacting the authorizing official of RUTGERS.

ARTICLE 15. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

- a) This Agreement is subject to the requirements of Executive Order 11246 and 11375 and the rules and regulations of the Secretary of Labor (41 CFR Chapter 60) in promoting Equal Employment Opportunities.
- b) SUBCONTRACTOR hereby certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained; and it will obtain a similar certification prior to award of any non-exempt subcontract approved hereunder.

ARTICLE 16. INDEMNIFICATION

- a) All persons rendering services covered by this Agreement on behalf of SUBCONTRACTOR, including faculty, staff, students, or other agents shall be considered to be employees of SUBCONTRACTOR for the purpose of any state workers' compensation laws or federal workers' compensation statutes. SUBCONTRACTOR hereby agrees to indemnify RUTGERS against all claims or awards under such workers' compensation laws arising out of this Agreement.
- b) SUBCONTRACTOR shall hold harmless, indemnify and defend RUTGERS, its trustees, officers, directors, faculty, staff or agents from and against any and all liabilities, demands, damages, claims, losses, and expenses (including reasonable attorney fees) collectively "liabilities" arising out of any RUTGERS work, information, or materials provided by RUTGERS in connection with this Agreement including the use or sale by SUBCONTRACTOR, or by any party acting on behalf of or authorized by SUBCONTRACTOR of any RUTGERS work or part thereof unless attributable to the sole negligent acts or omissions of RUTGERS. Notwithstanding the foregoing, RUTGERS does not indemnify, defend or hold harmless SUBCONTRACTOR for any liabilities in any way connected to products or third party infringement and SUBCONTRACTOR does hereby agree to indemnify, defend and hold harmless RUTGERS against any and all such liabilities.

ARTICLE 17. ASSIGNMENT

This Agreement shall not be assigned in whole or in part without the prior written consent of RUTGERS.

ARTICLE 18. ENTIRE AGREEMENT

This Agreement and any/all attachments constitute the entire agreement between RUTGERS and SUBCONTRACTOR with respect to the subject matter hereof, and supersedes and replaces any other arrangements, oral or written, between the parties hereto pertaining to this subcontract. No waiver, modification, or amendment of any of the terms and conditions hereof shall be effective unless set forth in writing duly signed by RUTGERS and SUBCONTRACTOR. Any non-material changes to this agreement will be executed via a unilateral modification. Changes of a material nature will require execution by the authorized official of RUTGERS and SUBCONTRACTOR.

ARTICLE 19. SITUS

Regardless of place of physical execution or performance, this Agreement shall be construed according to the laws of, and be deemed to have been executed in, the state of New Jersey.

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

CITY OF HOBOKEN
DUNS #: 091858563
EIN/IRS ID#: 22-600-1993

RUTGERS, THE STATE UNIVERSITY

Authorized Institutional Official

Casandra Burrows
Assistant Director-ORSP

Date

Date

Scope of Work and Budget

4th Street and Garden Street Stormwater Curb Extension Rain Garden Demonstration Project

City of Hoboken

OBJECTIVE:

City of Hoboken has proposed to build a rain garden project to demonstrate how stormwater runoff can be better managed in an urban community to reduce flooding and combined sewer overflows.

WORK TO BE PERFORMED:

City of Hoboken will solicit competitive bids and enter into a contract with a qualified construction contractor to install the "4th Street and Garden Street Stormwater Curb Extension Rain Garden Demonstration Project." The project shall be constructed in accordance with the design plans reviewed and approved by the Rutgers Cooperative Extension Water Resources Program.

PROJECT SCHEDULE:

The City of Hoboken will be responsible for completing all work and submitting all deliverables by October 31, 2014.

PROJECT REPORTING:

City of Hoboken will provide monthly reports and periodic updates when key milestones have been completed to the Rutgers Project Manager. All progress, deliverables, and work completed will be reviewed by the Rutgers project manager prior to approval of invoices and release of payment.

PROJECT DELIVERABLES:

City of Hoboken will submit the following work products to the Rutgers Project Manager:

- Copy of public bidding documents and notice
- Copy of all bid proposals submitted in response to the public bid
- Copy of executed contract for construction of the rain garden (including insurance certificates)
- Copy of contractor invoice/s for rain garden construction
- Copy of final City sign-off and acceptance of completed rain garden project

PROJECT BUDGET:

Through a grant from NJDEP entitled "Green Infrastructure Education and Implementation," the Rutgers Cooperative Extension Water Resources Program will provide up to \$10,000 of matching funds to the City of Hoboken in support of construction of the "4th Street and Garden Street Stormwater Curb Extension Rain Garden Demonstration Project."

Materials, Supplies, and Construction Services:

\$10,000

CONTRACT BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: WQ13-001

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

- I. Contract Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Matching and Cost Sharing Requirements
- XI. Project Income
- XII. Financial Management System
- XIII. Financial and Performance Reporting
- XIV. Monitoring Performance
- XV. Audit Requirements
- XVI. Contract Amendment
- XVII. Closeout Procedures
- XVIII. Termination, Expiration, and Suspension
- XIX. Access to Records
- XX. Record Retention
- XXI. Approvals and Authorizations
- XXII. Interest on Advance Payments and Disallowed Costs
- XXIII. Miscellaneous Provisions

TABLE OF ATTACHMENTS ATTACHED*

- | | | | | | |
|------|--|-------------------------------------|-----|--------------------------|----|
| A. | Additional Provisions and Special Modifications. | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| A-1. | Additional Federal Funded Agreement Provisions | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| A-2. | Federal Funding Accountability and Transparency Act (FFATA) - \$25,000 or greater | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| A-3. | U.S. Environmental Protection Agency Funded Agreements | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| A-4. | American Recovery and Reinvestment Act (ARRA) Funded Agreements | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| B. | Approved Project Budget | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| B-1. | Itemization and Justification of Budget | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| B-2. | Approved Advance Payment. | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| C. | Expenditure Report | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| D. | Scope of Services | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| D-1. | Project Requirements. | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| D-2. | Contractor's Proposal | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| E. | <input checked="" type="checkbox"/> Governing Body Resolution... <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Other Authorization. | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| F. | Subcontractor Certification | <input type="checkbox"/> | yes | <input type="checkbox"/> | no |
| G. | Statement of Adequacy of Accounting System | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |
| RB. | Reference Bibliography. | <input checked="" type="checkbox"/> | yes | <input type="checkbox"/> | no |

*Wherever this contract form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative.

GENERAL TERMS AND CONDITIONS

I. Contract Award Data and Signatures

Contractor's - Name: **RUTGERS, THE STATE UNIVERSITY** (the "Contractor")
 Address: Rutgers Cooperative Extension
 14 College Farm Road
 New Brunswick, NJ
 Vendor ID #: 226001086
 Financial Officer's - name: Ronald Thompson
 - Title: Chief Financial Officer (the "Chief Financial Officer")

The State of New Jersey (The "State")
Department of Environmental Protection (the "Department" or the "DEP")
 Contracting agency's - name: **WATER RESOURCES MANAGEMENT** (the Contracting Agency")
 - address: 401 E. State Street
 Trenton, NJ

Source of Funds	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE/ Federal Agency	ACCOUNT TITLE FEDERAL GRANT AWARD NAME/NUMBER
	State General Fund	150,000.00	13-100-042-4891-058	
Federal	0.00			
Contractor	0.00			
Other (i.e. bond fund, tax fund etc.)	0.00			
	150,000.00	TOTAL APPROVED PROJECT AMOUNT		

Work Period: The "effective date" of this contract is the date the Contractor executes it or the date the State executes it, whichever date is later. The "work period" for this contract commences on 5/15/13 or the effective date, whichever is earlier later, and runs for a period of 12 months thereafter.* Contract funds may be used only to satisfy obligations which arise during the work period.

Purpose and Authority: Contract to be Funded: Rutgers Green Infrastructure Education And Implementation Program
 Statutory Authority for this Contract: 13:1D-9, 58:10A-1 et seq., 58:11A-1 et seq

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "contract"), the Contractor agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this contract. The provisions of this contract set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this contract.

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

STATE AND CONTRACTOR APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

For the Contractor **

[Signature]
(signature)

(signature)

Jim Denzo Deputy Attorney General
(print name)

_____, Attorney for Contractor
(print name)

Date: 8/8/2013

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form has has not been provided to the Contracting Agency by the Deputy Attorney General.

** Approval of this contract by an attorney for Contractor is mandatory optional.

APPROVAL OF CONTRACTING AGENCY

WATER RESOURCES MANAGEMENT
(print name of Contracting Agency; all capitals)

By: Katie Barnett 9/4/13
(signature)

Katie Barnett
(print name)

Environmental Specialist 3
(print title)

Date: 9/4/13

EXECUTION SIGNATURES

By the signatures below, the Contractor and the State (the "parties") execute this contract and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and full authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED

COUNTERSIGNED:

RUTGERS, THE STATE UNIVERSITY
(print Contractor's name; all capitals)

THE STATE OF NEW JERSEY
By: The DEP

By: [Signature]
(signature)

By: [Signature]
(signature)

D. Dee Evans
(Print name)
Asst Director-ORSP
(print title)

Jane Kobuski
(print name)
Asst. Comm.
(print title; Commissioner or authorized delegate)

Date: 8/28/13

Date: 10-31-13

II. Compliance with Existing Laws and Policies

The Contractor, in order to induce the State to award this contract, agrees in the performance of this contract to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this contract. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this contract and the Contractor agrees to comply with it. The Contractor warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this contract is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Contractor further warrants that it and any subcontractors it might employ to perform work in furtherance of this contract shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this contract and are binding upon them. The Contractor agrees and guarantees to afford equal opportunity in performance of this contract in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this contract, the Contractor agrees as follows:
 1. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or 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 contracting officer setting forth the provisions of this nondiscrimination clause;
 2. The Contractor shall, 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 or sex;
 3. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor shall include these same provisions in any subcontract for work in furtherance of this contract.
- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this contract. The Contractor represents and affirms that it will make its best efforts and responsible diligence in assuring that none of its employees, its subcontractors, its subcontractors' employees, is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law. The Contractor represents and affirms that itself is not engaged in any conduct which constitutes the aforementioned conflict of interest.
- D. The Contractor represents and warrants:
 1. That no person or selling agency has been employed or retained to solicit or secure this contract in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. and that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.

- E. The Contractor shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- F. The Contractor shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- G. The Contractor warrants that it will obtain and maintain, during the term of this contract, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this contract. The Contractor shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this contract.
- H. New Jersey State Circular Letter 04-04-OMB , Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this contract.
- I. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this contract:
 - 1. United States Office of Management and Budget ("OMB") Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State, Local, and Indian Tribal Governments ; Non-Profit Organizations, respectively),
 - 2. OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively),
 - 3. OMB Circular A-133 Revised (Audits of States, Local Governments, and Non-profit Organizations),
 - 4. Common Rule regulations for federal agencies, as applicable. (e.g. 40 CFR 31 for USEPA), and
 - 5. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).
- J. The following documents issues by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
 - 1. United States Office of Management and Budget ("OMB") Circulars and the associated regulations A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230), the Cost Principles for Educational Institutions; State, Local and Indian Tribal Governments; and Non-Profit Organizations, respectively,
 - 2. OMB Circulars and the associated regulations A-102 and A-110 (2 CFR Part 215), the Grants and Cooperative Agreements with State and Local Governments; and Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively,
 - 3. OMB Circular A-133, Revised, Audits of States, Local Governments, and Non-Profit Organizations,
 - 4. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) <http://www.whitehouse.gov/omb/grants/chart.aspx> , and
 - 5. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

III. Insurance

The Contractor shall maintain in force for the term of this contract liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies authorized to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall name the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.

- C. Workers' Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with a limit of not less than:

\$1,000,000 Bodily Injury, Each Occurrence
\$1,000,000 Disease Each Employee
\$1,000,000 Disease Aggregate Limit

IV. Indemnification

The Contractor shall defend, indemnify, protect, and save harmless the State, its agents, servants, and employees from and against any and all claims, losses, demands, or damages of whatever kind or nature arising out or claimed to arise out of any tortious act or omission of the Contractor, its agents, servants, employees or subcontractors in the performance of this contract. The Contractor shall, at its own expense, appear, defend and pay all reasonable charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If judgment shall be rendered against the State for which indemnification is provided under this paragraph, the Contractor shall, at his own expense, satisfy and discharge the same. However, the Contractor shall not have to indemnify the State for the State's negligent use of research results, or for the State's use of research results unless the research was negligently conducted by the Contractor. The Contractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act.

The State shall, as soon as practicable after the claim has been made against it, give written notice thereof to the Contractor, along with full and complete particulars of the claim. If the suit is brought against the State or any of its agents, servants, and employees, the State shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the State or its representatives.

V. Assignments and Subcontracts

The Contractor shall not subcontract any of the work or services covered by this contract nor shall any interest be assigned or transferred, except as may be provided for in this contract or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Contractor shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Contractor shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this contract.
- C. The Contractor shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this contract is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this contract which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any contract only those funds which have been appropriated and are available during the State fiscal year in which the contract is executed. For any contract which will be completed during that fiscal year, the State's contract amount will be fully encumbered and committed. However, for any contract, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full contract amount and the full funding of the contract may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this contract is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this contract shall be accomplished in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Contractor, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this contract.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Contractor of the contractual responsibilities arising under its procurements. The Contractor is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this contract.

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

IX. Method of Payment

A. Payment under this contract will be made upon submission by the Contractor of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Contractor that all procurements for which payment is requested have been made in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.

1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will be made to the Contractor upon receipt by the Department of a properly executed copy of this contract, signed by an appropriate officer of the Contractor organization, together with a properly executed invoice form.
2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this contract, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the contract will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this contract, Contract Closeout Procedures.
4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this contract.
5. Contractor may not use any contract funds to satisfy any obligation which arose outside the work period.

B. If this contract includes federal funds, all invoices must be submitted by the Contractor and all payments must be made by the State no later than ninety (90) days after the end of the work period.

X. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Contractor shall account to the satisfaction of the Department for these requirements in accordance with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

XI. Project Income

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Contractor from contract-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of contract funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

XII. Financial Management System

The Contractor's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Contractor cannot comply with the requirements established in this Section XII, Financial Management System.

- A. Contractor financial management system shall provide for:
 - 1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,
 - 2. records that adequately identify the source and application of funds for Department- supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
 - 3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
 - 4. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Contractor's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
 - 5. accounting records that are supported by source documentation,
 - 6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Contractor, whenever funds are advanced by the Department, and
 - 7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.
- B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Contractor's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the contract may be required by the Department upon written notice to the Contractor.

XIII. Financial and Performance Reporting

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this contract. The budget shall be itemized to disclose specifically the contract tasks and project activities to be funded.
- B. The Contractor shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Contractor's Chief Financial Officer.
- C. The Contractor shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each contract task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of contract tasks, and actual costs for each unit or task:
 - 1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Contractor's Proposal, for the reporting period,
 - 2. reasons why established goals were not met or tasks were not completed as scheduled, and
 - 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Contractor shall submit a final report on its overall performance of this contract, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this contract or any other contract entered into between the Department and the Contractor and shall take action to suspend payments to the Contractor by other State agencies.

- G. If the Contractor has a history of unsatisfactory performance or the Contractor does not submit satisfactory reports, the Department may require additional and more detailed reports from the Contractor.

XIV. Monitoring Performance

- A. The Contractor shall continually monitor its performance under this contract to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Contractor's Proposal.
- B. The Contractor shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or contract tasks within established time periods; and
 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more contract tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
1. review project accomplishments and management control systems,
 2. audit the financial records pertaining to this contract, and
 3. provide such technical assistance as may be required.
- D. If the Contractor is not performing satisfactorily in the sole judgment of the Department, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Contractor to obtain additional Department approvals before proceeding or requiring the Contractor to obtain outside technical or managerial assistance.

XV. Audit Requirements

- A. This contract is subject to State audit requirements. Any new contract may be audited upon its expiration. Any contract which is a continuation of work under a contract previously performed and audited may be audited at the discretion of the Department up to three (3) years after the end of the work period or after the Contractor completes the contract tasks, whichever is later. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.
- B. Where an audit conducted hereunder indicates any noncompliance by the Contractor with the material terms and conditions of this contract, the Contractor shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this contract, Contract Amendment; Section XVIII of the General Terms and Conditions of this contract, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Contractor should be disallowed as beyond the scope or the purpose of this contract, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Contractor shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- C. In any case, this contract is, at the discretion of the Department, subject to audits by the Department at any time prior to closeout and subject to a follow-up compliance audit which may build upon previous audits of the contract.

XVI. Contract Amendment

If it desires to amend this contract, the Contractor must submit a written request to the Contract Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Contractor or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this contract, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI, Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Contract Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Contractor consents to, any amendment to the scope of the services to be performed by the Contractor, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Contractor may obtain approval directly from the Contract Officer to transfer amounts of up to \$20,000 or 10% of the total contract amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total contract amount is less than \$25,000, the Contract Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
 - 1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 - 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the contract budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
 - 1. the Department notifies the Contractor, that the Contractor is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the contract or to fulfill the purposes of this contract,
 - 2. the Department notifies the Contractor at least thirty (30) days in advance of any reduction,
 - 3. after consultation, the Contractor is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 - 4. the Department considers the contractor's fixed costs when making any reduction.
- C. The Contract Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this contract, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Contract Officer at least thirty (30) days in advance of the scheduled end of the work period. The Contract Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Contract Officer may approve proposed Contractor substitutions to the personnel and/or subcontractors identified and approved for this contract. The Contractor must submit a written request to the Department which includes:
 - 1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 - 2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 - 3. A declaration that the substitution will be provided at no additional cost to the State.

XVII. Closeout Procedures

The closeout of this contract shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Contractor. This process shall include the steps enumerated below.

- A. The Contractor shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Contractor.
- B. The Contractor shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.
- C. The Contractor shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this contract, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Contractor shall account for any property acquired with contract funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this contract, Property Management Standards.
- F. The Department retains the right to request any additional information necessary to close out this contract and may retain any final contract payment until the closeout procedure is completed.

XVIII. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.
1. Termination - The "termination" of this contract means the cancellation of unsatisfied contractual obligations prior to the completion of the contract tasks by the Contractor. Work should stop unless the Contractor wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
 2. Expiration Date - The "expiration date" of this contract is the agreed upon date at which time the term of this contract automatically ends absent a formal written amendment executed by the parties. The expiration date of this contract shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.
 3. Suspension - The "suspension" of this contract means a temporary cessation of State support or assistance pending corrective action by the Contractor or pending a decision to terminate the contract by the Department. Work should stop unless the Contractor wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. If the Contractor fails to comply with any term, condition, requirement, or provision of this contract or fails to make sufficient progress so as to reasonably ensure completion of performance of this contract within the time frame set forth herein, the Department may upon notice to the Contractor suspend this contract and withhold further payments, prohibit the Contractor from incurring additional obligations of contract funds pending corrective action by the Contractor, or decide to terminate this contract in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may, at its sole discretion, allow Contractor to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs meet the provisions of federal OMB Circulars A-102 or A-110, appropriate federal common rule or any other applicable state or federal requirements.
- C. The Department may terminate this contract, in whole or in part, upon thirty (30) days notice, whenever it determines that the Contractor has failed to comply with any term, condition, requirement, or provision of this contract or fails to make sufficient progress so as to reasonably ensure completion of performance of this contract within the time frames set forth therein. The Department shall promptly notify the Contractor, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Department retains the right to recover any improper expenditures from the Contractor and the Contractor shall return to the Department any improper expenditures no later than thirty (30) days after the date of termination. The Department may, at its sole discretion, allow Contractor to retain or be reimbursed for costs reasonably incurred prior to the termination that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of federal OMB Circulars A-102 or A-110, appropriate federal common rule or any other applicable state or federal requirements.
- D. The Department and the Contractor may terminate this contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Contractor shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- E. The closeout procedures described in Section XVII of the General Terms and Conditions of this contract, Closeout Procedures, shall apply in all cases of termination of this contract.

XIX. Access to Records

- A. The Contractor agrees to make available to the Department, any federal agency whose funds are expended in the course of this contract, and any of their duly authorized representatives such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit contractor's operations.
- B. Whenever reasonable and practical, the Department shall give reasonable notice to the Contractor prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the department's responsibilities. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The Department reserves the right to have access to records of any subcontractor and requires the Contractor to provide the Department access to such records in any contract with the subcontractor.
- D. The Department reserves the right to have access to all workpapers produced in connection with audits made by the Contractor or by independent certified public accountants or licensed public accountants hired by the Contractor to perform such audits.
- E.

XX. Record Retention

- A. The Contractor shall retain financial records, supporting documents, statistical records, and all other records in the contractor's financial management system or otherwise pertinent to this contract (a) for a period of three (3) years from the date the Contractor submits the final expenditure reports or the final performance reports, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.
 1. If any litigation, claim, or audit is started before the end of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 2. Records for nonexpendable property acquired with Department funds shall be retained for three (3) years after its final disposition.
- B. The Department may request transfer of certain records to its custody from the Contractor when it determines that the records possess long term retention value and will make arrangements with the Contractor to retain any records that are continuously needed for joint use.

XXI. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this contract requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this contract, or by said delegate's successor or superior, if any.
- B. If the Contractor is a municipal or county government agency, the Contractor must submit with this contract a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this contract. If the Contractor is a corporation, the Contractor must submit with this contract a corporate resolution, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this contract. The Department will not make any payments until such ordinance or resolution is received.
- C. If the Contractor is a corporation or partnership, the Contractor must submit with this contract a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Contractor is a corporation incorporated outside of New Jersey, the Contractor must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Contract Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Contractor is neither a government agency nor a corporation and if the Contractor has neither a residence nor a place of business in New Jersey, the Contractor hereby irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this contract. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Contractor at the address shown in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.

XXII. Interest on Advance Payments and Disallowed Costs

- A. Advance Payments: The Contractor is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Contractor for documented administrative expenses. If this contract is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this contract is funded by the State, interest above \$100 per year may be retained by the Contractor for purposes of this contract or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Contractor has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Contractor shall return the funds to the Department no later than thirty (30) days after the request. Where the Contractor fails timely to return the funds or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Contractor was notified of the debt. If the Contractor is successful on appeal, the accrued interest will be canceled.

THIS SECTION XXII DOES NOT APPLY FOR CONTRACTS WITH RUTGERS, THE STATE UNIVERSITY.

XXIII. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this contract shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.

- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this Contract; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Contractor proposal; and (3) the contractor's proposal (D-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of this Contract.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract or the breach of it will proceed as follows:
1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
 2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Contractor warrants that it is aware of the work required to be performed under this contract, that it has the capabilities and credentials required by the contract, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this contract.
- E. Disclaimer of Agency Relationship: The contractor's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the contract shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Contractor or its subcontractors.
- F. Computation of Time: When the contract refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: Reserved
- H. Captions and Headings: Captions and headings used in this contract are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this contract shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- J. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written contract which supersedes all such prior understandings and agreements. Neither party enters into this contract in reliance on any statement nor representation of the other which is not reiterated herein, or incorporated herein by reference.
- K. Successor and Assigns: This contract shall be binding upon any successors or assigns of the Contractor. The State may, in its sole discretion, reject any proposed successor or assign of the Contractor.
- L. Counterparts: This contract may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- M. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Contractor or the Contracting Agency shown in Section I, Contract Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- N. Waiver of Breach: The waiver by either party of any breach of this contract shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- O. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- P. Waiver of Jury Trial: In the event of litigation, Contractor waives any right it may have to a trial by jury.

CONTRACT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER:
ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the contract between Rutgers, The State University and the State of New Jersey, by and for the DEP.
(print Contractor's name)

I. Insurance (See Section III of the General Terms and Conditions of this contract, Insurance.)

A. The Contractor maintains and must continue to maintain the required insurance coverages as follows:

1. commercial general liability
 insurance
 self insurance
 not required
2. automobile liability
 insurance
 self-insurance
 not required
3. worker's compensation
 insurance
 self-insurance
 not required
4. employer's liability
insurance
 self-insurance
 not required

B. Certificates of insurance or documentation of self-insurance

- is on file with the Department.
 will be forthcoming within 30 days after the effective date of this contract.
 other (explain) _____.

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this contract, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the contract (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures) is

- fully funded.
 partially funded in the amount of \$_____.
 not applicable.

III. **Method of Payment** (See Section IX of the General Terms and Conditions of this contract, Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is
 authorized for \$ _____.
 not applicable.
- B. Progress payments
 shall be made on a _____ (e.g. mo./qtr./deliverable) basis for \$ _____ per payment.
 shall be based on actual expenditures submitted on a qtr (e.g. mo./qtr.) basis accompanied by receipts computer printouts.
 shall be made on submission of deliverables in accordance with the project specifications and requirements.
 are not applicable.
- C. Final payment of _____
(amount or description)
 shall be withheld pending receipt of all final reports.
 is not applicable.
 (other, specify) _____.

NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.

IV. **Matching and Cost Sharing Requirements** (See Section X of the General Terms and Conditions of this contract, Matching and Cost Sharing Requirements.)

- The Contractor shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, and described further in Attachment B, Approved Project Budget.
 Matching and cost sharing requirements do not apply.

V. **Project Income** (See Section XI of the General Terms and Conditions of this contract, Project Income.)

- A. Royalties, if any, received as a result of copyrights or patents produced under this contract shall be
 paid to the Department.
 retained by the Contractor.
 not applicable.
- B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this contract, Project Income, shall be
 added to funds committed to the project by the Department and used to further eligible project objectives.
 deducted from the total project costs for the purpose of determining the net costs on which the Department shall base contract payments.
 paid to the Department.
 retained by the Contractor.
 not applicable.

VI. **Certification of Adequacy of Accounting System** (See Section XII of the General Terms and Conditions of this contract, Financial Management System.)

- A. A statement attesting to the adequacy of the Contractor's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this contract, Financial Management System,
 must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures.
 is not required.
- B. Financial reports shall be prepared in a manner consistent with the Contractor's normal accounting records, which are kept on
 a cash basis.
 an accrual basis.
 modified accrual basis.
 (other, specify) _____.

VII. **Financial and Performance Reporting** (See Section XIII of the General Terms and Conditions of this contract, Financial and Performance Reporting.)

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted
 - on a _____ (e.g. mo./qtr.) basis, no later than _____ days immediately following the end of the period.
 - (other, specify) _____, but no later than the due date of the final expenditure report.
- C. Performance reports shall be submitted on a qtr (e.g. qtr./annual) basis. These reports should be submitted no later than _____ days after the end of each reporting period.
- D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Contractor no later than _____ days after the Contractor's completion of all contract tasks, the expiration date of this contract, or the termination of this contract, whichever first occurs.

VIII. **Audit Requirements** (See Section XV of the General Terms and Conditions of this contract, Audit Requirements.)

- A. Under the federal Single Audit Act or the State Circular Letter 04-04-OMB,
 - this contract is subject to a single audit and will be audited as such on Contractor's fiscal year.
 - this contract is not subject to a single audit and shall be audited as indicated in paragraphs B and C below.
- B. If this contract is not subject to a single audit under paragraph A above,
 - the contract shall otherwise be audited at the end of the work period.
 - the contract may otherwise be audited at the Department's discretion up to three years after the end of the work period.
- C. If this contract is audited under paragraph B above, the audit shall be conducted by
 - State auditors.
 - Department internal auditors.
 - a CPA firm appointed by Department.
 - a CPA firm chosen by the Contractor.
 - (other, specify) At the discretion of the Department.
- D. The Department's records show the Contractor's fiscal year ends on June 30. The Contractor shall notify the Department immediately if this date is incorrect or is changed.
- E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Contracting Agency identified in Section I of the General Terms and Conditions of this contract, Contract Award Data and Signatures, not later than nine months after the close of the Contractor's fiscal year.

IX. **Contract Amendment** (See Section XVI of the General Terms and Conditions of this contract, Contract Amendment.)

All budget revisions and modifications must be submitted, in writing, to (name) _____, (title of position) _____ or the successor to that position (the "Contract Officer").

X. **Authorizations and Disclosures** (See Section XXI of the General Terms and Conditions of this contract, Approvals and Authorizations.)

- A. The Contractor is
 - a local government agency.
 - a New Jersey corporation.
 - an out-of-state corporation.
 - (other, specify) Rutgers, The State University
- B. Appended hereto as Attachment E, Governing Body Resolution or Corporate Resolution, is
 - a governing body resolution.
 - a corporate resolution.
 - no resolution.

- C. A Contractor's Stockholder Disclosure Statement is
 submitted herewith.
 not applicable.
- D. A certificate of authority for Contractor to do business in New Jersey
 will be submitted.
 is not applicable.

NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.

XI. Interest (See Section XXII of the General Terms and Conditions of this contract, Interest on Advance Payments and Disallowed Costs.)

- A. Interest above \$100 per year on advance payment of State funds
 may be retained by the Contractor for documented purposes under this contract.
 shall be remitted to the Department on a quarterly basis.
 will not exist because no advance payment is authorized.
 (other, explain) _____.

NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.

- B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

XII. Modifications to General Terms and Conditions

The General Terms and Conditions of this contract are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this contract. If all modifications do not fit on this page, the numeral "5" in the phrase "of 5" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- This Section XII does not contain modifications to the General Terms and Conditions of this contract.
 This Section XII does contain modifications to the General Terms and Conditions of this contract, and this Attachment A now comprises 5 pages.

ADDITIONAL TERMS AND CONDITIONS

Patent and Copyright Liability

The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind, for or on account of the use of any copyrighted or uncopyrighted composition, patented or unpatented invention, article, or appliance furnished or used in the performance of this contract. This is in addition to and in no way limits any other indemnification provision in the contract.

Delay of Contract

The Contractor is responsible for completing the contract as required by the Scope of Services and according to any approved project work schedules. However, a project schedule may be extended for delays caused by events which could not reasonably be anticipated and which are beyond the control of the Contractor. Such causes include, but are not limited to, actions by employees or other contractors employed by the State, unanticipated work changes ordered by the State, strikes, lockouts, fire, delays caused by common carriers, unavoidable casualties, work stoppage orders and work suspension riders. The Contractor shall submit written documentation to the Project Manager in accordance with Section XVI in order to request an extension of an approved project work schedule.

Dissemination of Information

During the course of this contract and for two years following submission of an approved final report, the Contractor shall not print, publish, disclose or otherwise make known to third parties the content of any data, information, studies, computation, memoranda, graphs, reports or other material arising from this Contract without at least thirty (30) days prior written notification to the State, and without informing the State of the nature of such disclosures. The Contractor shall coordinate all such disclosures with the State and shall permit the State to preview any such disclosure prior to its release. Contractor agrees to seriously consider the comments and suggestions of the State in the final drafting of all publications.

During the above thirty day period, the State may request a delay of any disclosure for up to one (1) year, if necessary, in order to protect the public interest. If the Contractor is publishing materials that the Department has reviewed and found unsatisfactory, inadequate or unacceptable, at the request of the Department, the Contractor shall include in any publication of materials resulting from this contract a statement, conspicuously placed, that the Department finds the material inadequate or unsatisfactory, that the Department disagrees with the analyses, interpretations, or conclusions contained therein, or both.

Acknowledge/Co-Authorship

Publication by the Contractor of any work or portion of work arising from this Contract must include a written acknowledgment of the Department's assistance (e.g., financial, equipment, manpower). Also, where State employees have contributed substantive work on the project, the appropriate State employees (project manager or other significant Department participant(s)) shall be named as co-author(s) on publications arising from this Contract.

Access to Material

Unless otherwise specified in this contract, the State shall have access to all data, samples, material, evidence and documentation gathered, originated or prepared for the State by the Contractor during the performance of his contractual responsibilities for a period of three (3) years from the submission of the approved Final Report. During that time period any such data, samples, material, evidence and documentation shall be provided to the State in a reasonably timely manner upon request by the State.

Substitutions of Personnel and Subcontractors

If, during the course of the contract, the Contractor finds that he cannot provide the personnel or subcontractors identified in this contract, and desires to substitute personnel or subcontractors, the Contractor must request in writing from the Department permission to substitute personnel or subcontractors. Such request must:

1. Explain the reasons why the original persons cannot be provided;
2. Demonstrate that the qualifications of the substitution are equal to or better than the originally proposed persons; and
3. Warrant that the substitution will be provided at no additional cost to the State.

CONTRACT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER: WQ13-001

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	CONTRACTOR	OTHER
A. Personnel Costs	41,036.00	0.00	41,036.00	0.00	0.00
Salaries					
Fringe Benefits	14,373.00	0.00	14,373.00	0.00	0.00
B. Consultants and Subcontractors	49,618.00	0.00	49,618.00	0.00	0.00
C. Other Costs Specify below:					
▪ Supplies	28,587.00	0.00	28,587.00	0.00	0.00
▪ Travel	2,750.00	0.00	2,750.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
D. Audit	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs	136,364.00	0.00	136,364.00	0.00	0.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	136,364.00	0.00	136,364.00	0.00	0.00
Indirect Costs	13,636.00	0.00	13,636.00	0.00	0.00
TOTAL PROJECT AMOUNT	150,000.00	0.00	150,000.00	0.00	0.00

TOTAL CONTRACT AMOUNT is the sum of "Federal" and "State" column totals \$150,000.00
 the sum of "Federal" "State" and "Other" column totals \$150,000.00

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- Attachment D, Scope of Services, on page(s) _____.
- Attachment D-2, Contractor's Proposal, on page(s) _____.
- Attachment B-1, Itemization and Justification of Budget, comprising 15

CONTRACT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: WQ13-001

ITEMIZATION AND JUSTIFICATION OF BUDGET

If neither Attachment D, Scope of Services, nor Attachment D-2, Contractor's Proposal, provides an itemization, explanation, and justification for the Approved Project Budget, they must be provided on this Attachment B-1, comprising _____ pages, including this page.

**CONTRACT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
CONTRACT NUMBER:**

EXPENDITURE REPORT: For the period beginning _____ and ending _____

ACCOUNT DESCRIPTION	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	ACTUAL EXPENDITURES AS OF (date)	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs	41,036.00				
Salaries					
Fringe Benefits	14,373.00				
B. Consultants and Subcontractors	49,618.00				
C. Other Costs Specify below:					
▪ Supplies	28,587.00				
▪ Travel	2,750.00				
▪	0.00				
▪	0.00				
▪	0.00				
D. Audit	0.00				
Subtotal Direct Costs	136,364.00				
Less Program Income	0.00				
Total Direct Costs	136,364.00				
Indirect Costs	13,636.00				
TOTAL PROJECT AMOUNT	150,000.00				

CERTIFICATION BY CHIEF FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements for which payment is required have been made in accordance with the standards contained in this contract, and that each obligation for which an expenditure is listed arose during the work period.

Date: _____

Signature: _____
(Signature)

Name: _____
(print name)

Title:

DEP-070
12/12

ATTACHMENT D-2
Page 1 of _____

CONTRACT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER: WQ13-001

CONTRACTOR'S PROPOSAL

Contractor's project proposal, comprising 23 pages, including this page, is incorporated into this contract as this Attachment D-2. Except as modified, amended, or supplemented by Attachment D, this Attachment D-2, Contractor's Proposal, describes the assignment tasks and project work units which the Contractor shall perform and deliver pursuant to this contract.

DEP-070
12/12

ATTACHMENT E (Gov)
Page 1 of 2

CONTRACT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER:

GOVERNING BODY RESOLUTION

INSERT CURRENT BOARD RESOLUTION



I, Mary Claire Brennan, Assistant Secretary of the University, do hereby certify that at a meeting held on April 8, 2004 at New Brunswick, New Jersey, due notice having been given and a quorum present, the Board of Governors of Rutgers, The State University of New Jersey adopted the following resolution:

WHEREAS, on April 12, 2002 the Board of Governors authorized certain University officials to execute grant and contract documents with State agencies and with private corporations, partnerships and individuals; and

WHEREAS, it is now desirable to update this resolution to reflect organizational changes and make certain changes in the titles of signators; and

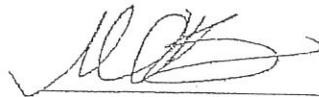
WHEREAS, this resolution does not limit, repeal, or otherwise impair the powers granted certain University officials to execute contracts and grants in excess of the dollar limitations specified therein, which power remains granted by authority of the Bylaws of the Board of Governors, its resolutions and other authority;

NOW, THEREFORE, BE IT RESOLVED, that the resolution of April 12, 2002 be rescinded and replaced by the following:

RESOLVED, that any one of the following University officials -- the President, the Executive Vice President for Academic Affairs, the Executive Vice President for Administrative Affairs, the Chief Financial Officer, the Provost-Camden, the Provost-Newark, the Vice President for Research, the Associate Vice President for Research and Sponsored Programs (and upon his or her delegation, the Director, Office of Research and Sponsored Programs), the Associate Treasurer, and the Assistant Treasurer -- is hereby authorized to execute, on behalf of Rutgers, The State University of New Jersey, with agencies or entities of the federal or various state governments, including the State of New Jersey, as well as any other governmental entities, or nonprofit foundations, associations, or commissions, such grants and contracts with such terms and conditions as the President, the Executive Vice President for Academic Affairs, the Executive Vice President for Administrative Affairs, the Chief Financial Officer, the Provost-Camden, the Provost-Newark, the Vice President for Research, or the Associate Vice President for Research and Sponsored Programs, in the exercise of his or her discretion, may deem necessary, appropriate, or beneficial to Rutgers, The State University of New Jersey for the furnishing of services, research, or training and instruction, provided, however, such authorization shall be limited to such grants and contracts not involving in excess of \$500,000.00 per year. This resolution does not limit, repeal, or otherwise impair the powers granted certain University officials to execute contracts and grants in excess of the dollar limitations specified herein, which power remains granted by authority of the Bylaws of the Board of Governors, its resolutions and other authority; and

BE IT FURTHER RESOLVED, that any one of the following University officials: the President, the Executive Vice President for Academic Affairs, the Executive Vice President for Administrative Affairs, the Chief Financial Officer, the Provost-Camden, the Provost-Newark, the Vice President for Research, the Associate Vice President for Research and Sponsored Programs, the Director for Corporate Liaison and Technology Transfer, the Executive Director of University Relations, the Associate Treasurer, and the Assistant Treasurer -- is hereby authorized to execute, on behalf of Rutgers, The State University of New Jersey, with private corporations, partnerships, or individuals, such grants and contracts with such terms and conditions as the President, the Executive Vice President for Academic Affairs, the Executive Vice President for Administrative Affairs, the Chief Financial Officer, the Provost-Camden, the Provost-Newark, the Vice President for Research, the Associate Vice President for Research and Sponsored Programs, or (at the direction of the Associate Vice President for Research and Sponsored Programs) the Director for Corporate Liaison and Technology Transfer, or (with respect to trademark and licensing agreements and the use of the University seal on merchandise) the Executive Director of University Relations, in the exercise of his or her discretion, may deem necessary, appropriate, or beneficial to Rutgers, The State University of New Jersey for the furnishing of services, research, or training and instruction or relating to the protection or licensing of University intellectual property and related assets or technology transfer, provided, however, such authorization shall be limited to such grants and contracts not involving in excess of \$500,000.00 per year. This resolution does not limit, repeal, or otherwise impair the powers granted certain University officials to execute contracts and grants in excess of the dollar limitations specified herein, which power remains granted by authority of the Bylaws of the Board of Governors, its resolutions and other authority.

I further certify that there has been no repealing action of the Board of Governors and the above is in full force and effect.



Mary Claire Brennan
Assistant Secretary of the University

University Seal

June 29, 2011

Date

CONTRACT
BETWEEN
RUTGERS, THE STATE UNIVERSITY
(Name of Contractor)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

CONTRACT NUMBER:

SUBCONTRACTOR CERTIFICATION

As a condition of the State's consent to the subcontract entered into between _____ (the "subcontractor") and RUTGERS, THE STATE UNIVERSITY (the "Contractor") (such subcontract, the "subcontract") for work in furtherance of the contract with the State of New Jersey (the "State") captioned above (the "contract") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the contract, the subcontractor shall comply with, and shall be bound by, all terms of the contract (excepting only (a) those terms, if any, requiring the provision of goods or services not required by the subcontract, (b) the following Sections of the General Terms and Conditions of the contract: IV, IX, X, XI, XIII, XV, XVI, XVII, and XXII, and (c) Attachments B, B-1, B-2, C, and G) as though it were the Contractor and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Contractor has given it a complete copy of the contract and that it is familiar with all of the contract's terms
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Contractor and has no relationship with the State in connection with the contract as its agent, servant, employee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the contract, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the contract, or (iii) the relationship between the subcontractor and the Contractor in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontract and the contract. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the state's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

(print name of subcontractor)

by:

(signature)

(print name)

(print title)

ATTEST:

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(number and street)

(print name and title)

(municipality, state, and zip code)

(telephone number)

CERTIFICATION*

I, _____, _____, of
(print name) (print title)

_____ certify that the individual who executed this

(print subcontractor's name)

Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

(signature of subcontractor's secretary or equivalent)

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(print name)

(print name)

(print title)

(print title)

Date: _____



*This certification must be completed if the subcontractor is an organization, rather than a sole proprietorship.

RUTGERS

Division of Grant & Contract Accounting
Administrative Services Building III, 2nd Floor
Rutgers, The State University of New Jersey
3 Rutgers Plaza
New Brunswick, NJ 08901-8558

<http://postward.rutgers.edu>

Phone: 732-932-0165
Fax: 732-932-0182

October 1, 2011

State of New Jersey - DEP

RE: Statement of Assurances

I assure on behalf of Rutgers, The State University of New Jersey the following concerning the internal financial management system.

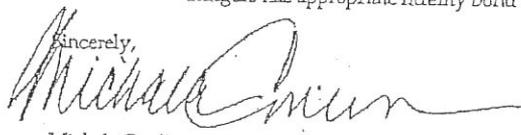
The Division of Grant and Contract Accounting's mission is to provide post-award grant and contract accounting support to the University community in an efficient, equitable, accurate and timely manner. As part of our responsibilities we establish and maintain the financial accounts for all sponsored grants and contracts the University obtains.

Our accounting system was established and is maintained to comply with all requirements as prescribed in 2 CFR subsections 215.21 through 215.28 and for the various sponsoring agencies from which we obtain grants and contracts. Our system is adequate to:

- Provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
- Provide supporting documentation that can be readily located for each journal entry;
- Provide accurate and current financial reporting information;
- Be integrated with a strong system of internal controls;
- Provide accurate and identifiable records of any required match portion of this grant; and
- Will conform to any and all current requirements and guidelines of the Federal Government and the State of New Jersey.

Further assurance is given that:

- Funds advanced pursuant to this agreement will be used only for the purposes of this award; and
- Rutgers has appropriate fidelity bond coverage.

Sincerely,


Michele Conlin
Assistant Controller

REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this contract and other documents which might be helpful to the Contractor.

A. New Jersey Department of the Treasury

- State Circular Letter 04-04-OMB: Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

C. United States Office of Management and Budget

- Circular A-21: Cost Principles for Educational Institutions
- Circular A-87: Cost Principles for State, Local, and Indian Tribal Governments
- Circular A-102: Grants and Cooperative Agreements with State and Local Governments
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988) <http://www.whitehouse.gov/omb/grants/chart.aspx>
- Circular A-110: Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations
- Circular A-122: Cost Principles for Nonprofit Organizations
- Circular A-133 Revised: Audits of States, Local Governments, and Non-profit Organizations
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)
- A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), A-110 (2 CFR Part 215), and A-122 (2 CFR Part 230)

D. American Institute of Certified Public Accountants ("AICPA")

- State and Local Governments – Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide
- Auditing Recipients of Federal Awards: Practical Guidance for Applying OMB Circular A-133
- Government Auditing Standards and Circular A-133 Audits – AICPA Audit and Accounting Guide

Insert Name of Subcontractor
 Insert Address of Subcontractor

Exhibit C Sample Invoice

Mail Invoices To:
 Rutgers, The State University
 Accounts Payable
 Administrative Services Building I
 65 Davidson Road
 Piscataway, NJ 08854

Invoice#:
 Rutgers Account#:
 Grant Period:
 Reporting Period:
 Rutgers Subcontract #:
 Rutgers Purchase Order #:
 FINAL INTERIM Check Appropriate Box

Total Amount of Award \$0.00
 Total Amount Received to Date \$0.00 Required Cost Sharing * \$ _____

EXPENDITURES	APPROVED BUDGET	PREVIOUSLY REPORTED	CURRENT EXPENSE	CUMULATIVE EXPENSES	CURRENT Cost Sharing*	CUMULATIVE Cost Sharing*
Salaries & Wages	0.00	0.00	0.00	0.00	0.00	0.00
Fringe Benefits	0.00	0.00	0.00	0.00	0.00	0.00
Supplies	0.00	0.00	0.00	0.00	0.00	0.00
Travel	0.00	0.00	0.00	0.00	0.00	0.00
Other Services	0.00	0.00	0.00	0.00	0.00	0.00
MTDC	0.00	0.00	0.00	0.00	0.00	0.00
Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DIRECT EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
Facilities and Administrative Cost %= _____ of MTDC	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COSTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PAYMENT REQUESTED THIS INVOICE \$0.00

*NOTE: Cost Sharing information must be provided if cost sharing is required.

Required for All Invoices:
 "I certify that the above charges accurately represent actual expenditures incurred during the period reported under the terms and conditions of the subaward, that any prior approvals required have been obtained and that all expenses are allowable for this project."

 Signature of Authorized Certifying Fiscal Official Date

Please Provide:

Name of Financial Contact Telephone Email Address

Required For FINAL Invoices Only:
 "I certify that the above charges accurately represent actual expenditures incurred and personnel effort provided during the period reported in accordance with the terms and conditions of the award agreement."

 Signature of Subcontractor's Project Investigator Date