

Introduced by: _____
Seconded by: _____

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

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

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

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

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

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

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

MEETING: April 20, 2016

APPROVED AS TO FORM:

Corporation Counsel

Introduced by: _____
Seconded by: _____

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

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

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

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

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

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

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

MEETING: April 20, 2016

APPROVED AS TO FORM:

Corporation Counsel

Introduced by: _____
Seconded by: _____

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

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

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

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

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

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

MEETING: April 20, 2016

APPROVED AS TO FORM:

Corporation Counsel

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING SETTLEMENT OF TAX APPEAL

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

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

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

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

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

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

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

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

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

Meeting date: _____, 2016

APPROVED:

APPROVED AS TO FORM:

QUENTIN W. WIEST
Business Administrator

ALYSIA M. PROKO
Interim Corporation Counsel

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

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

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

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

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

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

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

Meeting date: April 20, 2016

Approved as to Content:

Approved as to Form:

**Quentin Wiest
Business Administrator**

**, Esq.
Corporation Counsel**

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

Introduced by: _____
Seconded by: _____

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

**RESOLUTION TO AUTHORIZE EXECUTION OF THE ATTACHED DEVELOPER'S AGREEMENT BETWEEN THE CITY OF HOBOKEN
AND ADVANCE AT HOBOKEN, LLC**

WHEREAS, the City wishes to enter into the attached Developer's Agreement with Advance at Hoboken, LLC; and

WHEREAS, the Developer's Agreement serves as the agreement between the parties regarding the development of the property in accordance with the Planning Board approvals; and,

NOW THEREFORE, BE IT RESOLVED, that the City is authorized to enter into the attached Agreement with Advance, and take any and all other action to effectuate the Agreement, and the terms thereunder; and,

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

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

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

Meeting Date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

INTRODUCED BY: _____

SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CY 2016 MUNICIPAL BUDGET TO
BE READ BY TITLE ONLY**

BE IT RESOLVED, that the City Council of the City of Hoboken, in the County of Hudson, *by majority vote of the full membership*, does hereby determine that the **CY 2016 Municipal Budget** shall be read by its title only, and we further declare that the conditions set forth in N.J.S.A. 40A:4-8(1A & 1B) of said section have been met.

REVIEWED BY:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Meeting: April 20, 2016

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

CERTIFICATION

I, James Farina, City Clerk of the City of Hoboken, hereby certify the foregoing to be a true copy of a resolution adopted by the Hoboken City Council at their meeting held, April 20, 2016.

WITNESS, my hand and the seal of the City of Hoboken this ___ day of April, 2016.

James Farina, City Clerk

Introduced By: _____

Second By: _____

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANNEOUS LICENSING
APRIL 20, 2016**

<u>VENDOR</u>	<u>1 ITEM</u>
John Heliker 332 Madison Street Hoboken, NJ 07030	\$100.00

<u>PARKING FACILITY</u>	<u>0 ITEM</u>
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<u>RAFFLE</u>	<u>2 ITEMS</u>
St. Francis Church 308 Hoboken, NJ 07030	\$20.00
Our Lady of Grace 400 Willow Avenue Hoboken, NJ 07030	\$40.00
PTO HOLA HOBOKEN (50/50) 123 Jefferson Street Hoboken, NJ 07030	\$100.00

OFFICE OF THE TAX COLLECTOR
MONTHLY REPORT

To: The Honorable Mayor and
Council Members of the
City of Hoboken, N.J.

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month
of MARCH , 2016

Receipts on Taxes

2016 Taxes 1-2 Quarters...	1,527,691.06	
Minus Bad Check...	9,372.35	
2016 Taxes 3-4 Quarters...	6,151.25	
2016 Added Assessment...	93.57	
Total 2016 Taxes Receipts...		1,524,563.53

Receipts on Taxes

2015 Taxes 3 - 4 Quarters....	75,180.43	
Minus Bad Check...	567.12	
2015 Taxes 1-2 Quarters...	12,216.54	
Total 2015 Taxes Receipts....		86,829.85

Miscellaneous Tax Receipts

Interest on Taxes...	22,241.08	
Minus Bad Check...	125.60	
Bounced Check Fee...	20.00	
Duplicate Bill Fee...	20.00	
Total Miscellaneous Tax Receipts		22,155.48

Pilot Accts

Pilot Principal.....	116,095.25	
Total Collected on Pilot Accts.....		116,095.25

Tax Sale Receipts

Tax Sale Costs...	8,783.85	
Tax Sale Sewer Principal...	327,852.93	
Tax Sale Sewer Interest...	62,259.71	
Tax Sale Abatement Principal...	286.33	
Tax Sale Interest...	15.82	
Total Tax Sale Receipts...		399,198.64

Total Taxes & Miscellaneous Tax Receipts....		2,148,842.75
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*****Abatements not included in Edmunds Cash Receipts Report*****

Abatements

Abatement Principal.....	75,092.43	
Abatement Totals.....		

75,092.43

<u>Bounced Checks</u>	<u>Amount</u>
20/7/C03A	2,357.40
171/16/C01-A	600.00
261.03/1/C005	7,107.67
	10,065.07

Respectfully yours,



Sharon Curran, Tax Collector

Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last
 Print Miscellaneous w/Block/Lot/Qual: N
 Range of Years: First to 2017
 Range of Periods: 1 to 12
 Range of Dates: 03/01/16 to 03/31/16
 Print Ref Num: N
 Print Only Miscellaneous w/Block/Lot/Qual: N

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2015	2016	2017		
001 TAX-Billing	1151	0.00	87,396.97	1,519,544.44	0.00	21,957.04	1,628,898.45
014 ADDED ASSESSMENT/OMI	1	0.00	0.00	93.57	0.00	0.69	94.26
082 IN LIEU OF TAXES	2	0.00	0.00	116,095.25	0.00	0.00	116,095.25
SUB SUBSEQUENT TAX	4	0.00	0.00	14,297.87	0.00	283.35	14,581.22
Tax Payments	1158	0.00	87,396.97	1,650,031.13	0.00	22,241.08	1,759,669.18
016 TAX ABATEMENT	1	0.00	286.33	0.00	0.00	15.82	302.15
077 SEWER SPEC CHARGES	93	0.00	327,852.93	0.00	0.00	62,259.71	390,112.64
Sp Charges Payments	94	0.00	328,139.26	0.00	0.00	62,275.53	390,414.79
00L OUTSIDE REDEEM FEE	16	28,397.14	0.00	0.00	0.00	3,338.30	31,735.44
Lien Payments	2	110.00	0.00	0.00	0.00	0.00	110.00
	18	28,507.14	0.00	0.00	0.00	3,338.30	31,845.44
005 BOUNCED CHECK FEE	1	20.00	0.00	0.00	0.00	0.00	20.00
009 T.S. AD/MAILING FEE	118	0.00	0.00	0.00	0.00	8,783.85	8,783.85
012 DUPLICATE BILLS	4	20.00	0.00	0.00	0.00	0.00	20.00
Misc Payments	123	40.00	0.00	0.00	0.00	8,783.85	8,823.85
NSF BOUNCED CHECK	4	0.00	567.12-	9,372.35-	0.00	125.60-	10,065.07-
Tax NSF	4	0.00	567.12-	9,372.35-	0.00	125.60-	10,065.07-
Payments Total:	1393	28,547.14	415,536.23	1,650,031.13	0.00	96,638.76	2,190,753.26
NSF Reversals Total:	4	0.00	567.12-	9,372.35-	0.00	125.60-	10,065.07-
Total:	1397	28,547.14	414,969.11	1,640,658.78	0.00	96,513.16	2,180,688.19

Total Cash: 32,450.70

Total Check: 2,074,681.40

Total Credit: 73,556.09

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
31	3/15/2016	19,444.05	97.74			11,885.44					512.05	5,894.86	1,053.96				
32	3/15/2016	10,396.74	187.94			10,208.80											
33	3/16/2016	14,133.95	445.31	2,466.45	1,124.55	9,335.31					192.97	497.67	71.69				
34	3/16/2016	35,668.56	774.87	7,418.39		11,845.73					921.83	12,306.77	2,400.97				
35	3/16/2016	4,686.89	33.46			4,653.43											
36	3/17/2016	41,653.32	270.87			40,873.04					65.00	367.91	76.50				
37	3/17/2016	5,586.30	44.40			5,541.90					65.00						
38	3/18/2016	535.12	10.67		130.63	224.55					65.00						4,446.43
39	3/18/2016	63,321.92	196.48		2.46	58,115.02					409.74	3,932.06	656.16			10.00	
40	3/18/2016	2,364.07	12.28			2,351.79											
41	3/21/2016	4,940.74	94.42			4,846.32											5,077.97
42	3/21/2016	75,044.93	545.35	13,024.96		49,430.32					793.48	9,367.20	1,883.62				
43	3/21/2016	13,569.10	238.23			13,330.87											
44	3/22/2016	11,015.64	369.77	2,580.82		3,866.44					295.97	3,217.42	680.22			5.00	
45	3/22/2016	8,695.25	63.16			8,632.09											
46	3/23/2016	5,110.57	81.31	1,200.73		3,753.68					74.85						
47	3/23/2016	10,566.86	215.46	3,482.39		6,696.51					172.50						
48	3/23/2016	30,392.55	299.26	429.85		29,039.70					195.00	345.47	78.27			5.00	
49	3/23/2016	4,271.09	12.13			4,258.96											
50	3/24/2016	14,092.40	626.69	6,562.32		5,603.40					345.00	818.01	136.98				3,233.66
51	3/24/2016	60,604.32	137.80	27.40		14,179.82					612.42	39,835.77	5,508.96	286.33	15.82		
52	3/24/2016	6,432.58	52.36			6,380.22											
53	3/25/2016	3,971.54				3,971.54											
54	3/28/2016	95,538.72	686.13	2,949.33		77,129.39					748.97	11,721.61	2,303.29				2,294.54
55	3/28/2016	12,921.01	157.96			12,763.05											
56	3/29/2016	4,525.91	53.61		822.15	1,098.90	1,358.60				520.00	564.50	108.15				
57	3/29/2016	9,891.07	203.36	3.97		9,683.74											
58	3/30/2016	23,106.84	488.82	4,667.16		17,221.78					274.33	393.40	61.35				
59	3/30/2016	7,133.05	45.33	0.17		7,087.55											
60	3/30/2016	2,992.50				2,992.50											
61	3/31/2016	26,983.21	363.76	3,845.53		18,506.35	19.34				578.11	3,259.27	410.85				
62	3/31/2016	5,063.99	28.45			5,035.54											
63	Total	2,158,907.82	22,241.08	75,180.43	12,216.54	1,527,691.06	6,151.25	93.57	20.00	116,095.25	8,783.85	327,852.93	62,259.71	286.33	15.82	20.00	75,092.43

REDEMPTIONS FOR THE MONTH OF MARCH 2016

Date	Block	Lot	Qual.	Certificate#	Address	Amount	Premium Amount	
3/14/2016	123	7		15-00044	1420 Willow Ave	852.76	2,400.00	Canceled
3/23/2016	79	17	C000G	14-00113	606-608 Clinton St.	19,505.07	12,000.00	
3/24/2016	196	30	C0003	15-00066	940 Bloomfield St.	12,340.37	22,000.00	
Total						32,698.20	36,400.00	

Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

April 20, 2016 City Council Meeting

Operator Licenses: 8 Total

Owner Licenses: 8 Total

Taxi Operator Licenses - 8 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Hussein	Moustafa	TAXI	T0021	\$75
2	Pagan	Oscar	TAXI	T0046	\$75
3	Abdelmalak	Ramy	TAXI	T0068	\$75
4	Kassab	Samir	TAXI	T0069	\$75
5	Marte	Camilo	TAXI	T0072	\$75
6	Davila	Angel	TAXI	T0074	\$75
7	Mansour	Mohamed	TAXI	T0082	\$75
8	Eskander	Magdy	TAXI	T0142	\$75

Total Fees: \$600

Total Licenses: 8

Limo Operator Licenses -0 total

#	Last Name	First Name	Driver Type	License #	Fee
1			LIMO		
2			LIMO		

Total Fees: \$0

Total Licenses:

Taxi Owner Licenses -0 total

#	Company Name	Vehicle Type	Vehicle #	Fee
1	A & A Transit Inc	TAXI	53	\$ 500
2	TOV Taxi Corp	TAXI	54	\$ 500
3	NJ Zohar Taxi Inc	TAXI	55	\$ 500
4	NJ Tel Aviv Taxi Inc	TAXI	60	\$ 500
5	NJ World Taxi LLC	TAXI	62	\$ 500
6	Yellow Checker Taxi Inc	TAXI	64	\$ 500
7	NJ Mazl Tov Taxi Inc	TAXI	65	\$ 500
8		TAXI		

Total Fees: \$ 3,500

Total Licenses: 7

Limo Owner Licenses - 1 total

#	Company Name	Vehicle Type	Vehicle #	Fee*
1	Hoboken Express Car Service	LIMO	92	\$ 710
2		LIMO		

Total Fees: \$ 710

Total Licenses: 1

* Limo Fees include: \$10 License Fee per vehicle, and \$700 Admin fee per vehicle. The \$50 fee per Corporation is not included in this list of licenses.

**CITY OF HOBOKEN
CLAIMS LISTING
APRIL 20, 2016**

DEPARTMENT	ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$				
ADM BUSINESS ADMINISTRATION	ICAPITAL	14-03704	REGGIO CONSTRUCTION, INC.	2014 ROAD RESURFACING - PRO. B	\$ 47,824.00				
		15-01175	BOSWELL McCLAVE ENGINEERING	ENGINEER FOR JEFFERSON STREET	\$ 768.80				
		15-03826	INTERTECH ASSOCIATES, INC.	PUBLIC SAFETY COM ENGINEERING	\$ 18,205.00				
		15-04098	T & M ASSOCIATES	CITYWIDE WAYFINDING & FIRST ST	\$ 826.75				
		16-00583	EI ASSOCIATES	EXTENSION ENG SERVICES	\$ 10,023.60				
		16-01124	CRISTL ABSTRACT, LLC	FULL SEARCH-BLK 10 & BLK 9	\$ 420.00				
		IFEDERAL	16-01098	IN-SITU	TROLL COMMUNICATION BUNDLE	\$ 4,927.50			
			16-01488	CLERK OF THE SUPERIOR COURT	INTEREST ON PONTE CONDEMNATION	\$ 100,003.61			
		IOPENSACE	14-02777	BOSWELL McCLAVE ENGINEERING	HAZARD MITIGATION - GARAGE	\$ 87.00			
		IOPERATING	15-00209	BOSWELL McCLAVE ENGINEERING	WATER FRONT/CASTLE PT/SINATRA	\$ 1,483.50			
	15-01183		T & M ASSOCIATES	ON CALL CITY ENGINEER CY2015	\$ 13,292.44				
	15-02034		BOSWELL McCLAVE ENGINEERING	ENG'G SVC SIDEWALK REHAB.	\$ 4,632.00				
	15-02573		BOSWELL McCLAVE ENGINEERING	CITY H STORM WATER IMPROVEMENT	\$ 6,180.00				
	15-02673		RSC ARCHITECTS	ARCHITECTURAL SVC - FIREHOUSE	\$ 912.50				
	15-02722		MILLENNIUM STRATEGIES	2015 GRANT WRITING SERVICES	\$ 3,333.00				
	16-00379		RFS COMMERCIAL, INC.	FLOOR REPAIRS CITY HALL 3RD FL	\$ 13,557.40				
	16-00409		RSC ARCHITECTS	801 CLINTON FIREHOUSE IMPROVE.	\$ 2,562.50				
	16-00676		BOSWELL McCLAVE ENGINEERING	CITY ENGINEER - ON CALL CY2016	\$ 9,528.00				
	16-01089		MRA INTERNATIONAL, INC.	REPLACE XP COMPUTER FOR OEM	\$ 645.00				
	ADM CITY COUNCIL	IOPERATING	16-01131	MASER CONSULTING P A	PACKAGE C THRU 1/31/16	\$ 1,250.00			
16-01479			PREMIER TECHNOLOGY SOLUTIONS	APRIL'16 MONTHLY-CITY HALL	\$ 7,125.00				
16-01480			LAMENDOLA ASSOCIATES, INC.	HEALTH INS CONSULTANT-MARCH'16	\$ 450.00				
16-00368			OFFICE BUSINESS SYSTEMS, INC.	RACK SYSTEM CABINET	\$ 1,601.00				
ADM FINANCE SUPERVISORS OFF			ICAPITAL	16-00993	STANDARD & POOR'S CORP.	RATING SERVICES 2016 NOTES	\$ 15,300.00		
				IOPERATING	16-01123	PRIME POINT LLC	PAYROLL PROCESSING CHARGES	\$ 5,163.35	
			16-01182		PROFESSIONAL GOVERNMENT	Registration fee Seminar	\$ 90.00		
			16-00993		STANDARD & POOR'S CORP.	RATING SERVICES 2016 NOTES	\$ 1,700.00		
			ADM INFO. TECH		IOPERATING	16-00934	ACCELA INC.	PUBLICSTUFF PRO-ANNUAL BILLING	\$ 5,399.00
						16-00988	EDMUNDS & ASSOCIATES INC.	2016 SOFTWARE MAINTENANCE	\$ 13,289.25
	IPARK UTILITY	16-00988			EDMUNDS & ASSOCIATES INC.	2016 SOFTWARE MAINTENANCE	\$ 1,614.75		
		ADM MAYOR'S OFFICE			IOPERATING	16-01452	NJLM	2016 MEMBERSHIP DUES	\$ 3,009.00
	ADM OEM		IOPERATING			16-01475	JOSEPH SHINE	REIMBURSEMENT	\$ 100.00
		16-01486		JOEL MESTRE	REIMBURSEMENT	\$ 161.54			
16-01497		BASILE'S PIZZA		FOOD FOR WORKERS 11/15	\$ 260.00				
ADM PARKING UTILITY	IPARK CAPITAL	15-03263	AMANO McGANN, INC.	METER PURCHASE	\$ 83,300.00				
		15-03929	AMANO McGANN, INC.	METER EQUIPMENT/SPARE PARTS	\$ 12,534.67				

**CITY OF HOBOKEN
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DEPARTMENT	ACCOUNT	P.O.	VENDOR	DESCRIPTION	\$
ADM PARKING UTILITY	IPARK UTILITY	15-03194	JESSICA LAMBERT	TOWING REFUND	\$ 157.10
		15-03776	PFLOW INDUSTRIES, INC.	916 GARDEN ST. EQUIP./REPAIRS	\$ 9,212.50
		15-03858	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 1,422.52
		15-03953	AMANO McGANN, INC.	CREDITCALL SOFTWARE	\$ 150.00
		15-04022	BOSWELL McCLAVE ENGINEERING	ENGINEERING SVS - BIKE LANE	\$ 11,813.95
		15-04078	PFLOW INDUSTRIES, INC.	EQUIPMENT - 916 GARDEN STREET	\$ 6,754.82
		15-04079	PFLOW INDUSTRIES, INC.	EQUIPMENT REPAIRS-916 GARDEN	\$ 15,250.00
		15-04080	PFLOW INDUSTRIES, INC.	SERVICE CALL - 916 GARDEN ST.	\$ 3,936.25
		16-00004	RYDIN DECAL	SCRATCH OFF PERMITS	\$ 3,832.26
		16-00209	FASTENAL	SUPPLIES FOR HPU,S&T,916 GARD.	\$ 2,532.72
		16-00772	PFLOW INDUSTRIES, INC.	EQUIPMENT REPAIRS-916 GARDEN	\$ 18,030.00
		16-00853	JERSEY ELEVATOR COMPANY	MIDTOWN GARAGE REPAIRS	\$ 1,580.00
		16-00867	CANGRO INDUSTRIES INC	916 GARDEN ST. GARAGE PARTS	\$ 1,905.00
		16-00892	T & M ASSOCIATES	FIRST STREET RESURFACING ENG.	\$ 7,488.00
		16-00897	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 1,171.04
		16-00929	COLLEEN KRUMMENACKER	TOWING REFUND	\$ 140.00
		16-01013	NOBEL COMPUTER SYSTEMS, INC.	MONTHLY IMPOUNDS FEBRUARY	\$ 1,972.00
		16-01014	MONACO LOCK COMPANY, INC.	GARAGE G SERVICES	\$ 450.73
		16-01018	JERSEY ELEVATOR COMPANY	MIDTOWN GARAGE ELEVATOR SERVIC	\$ 500.00
		16-01019	BUY WISE AUTO PARTS	HPU/HOP VEHICLE PARTS	\$ 622.71
		16-01023	COOPER PEST SOLUTIONS, INC.	916 GARDEN ST. PEST CONTROL	\$ 45.00
		16-01025	RYDIN DECAL	VISITOR HANG TAGS	\$ 3,820.04
		16-01032	IRON MOUNTAIN, INC.	STORAGE FEES - MARCH 2016	\$ 312.65
		16-01033	JERSEY ELEVATOR COMPANY	MIDTOWN ELEVATOR SERVICES	\$ 1,580.00
		16-01072	TULPEHOCKEN SPRING WATER CO.	MISC.; EQUIPMENT RENTAL	\$ 46.93
		16-01074	SIEMENS INDUSTRY, INC.	MIDTOWN GARAGE ALARM SERVICE	\$ 1,927.00
		16-01075	SBP INDUSTRIES	916 GARDEN ST. GENERATOR	\$ 1,660.00
		16-01076	METROPOLITAN COFFEE SERVICE	COFFEE SUPPLIES, ETC.	\$ 38.85
		16-01077	ACADEMY EXPRESS LLC	HOP BUS WASHES - FEB.	\$ 100.00
		16-01078	W.B. MASON CO., INC.	OFFICE EQUIPMENT	\$ 503.70
		16-01079	TULPEHOCKEN SPRING WATER CO.	WATER COOLER SUPPLIES	\$ 30.00
		16-01149	JOHN'S MAIN AUTO BODY	TOWING EMERGENCY	\$ 125.00
		16-01151	COOPER PEST SOLUTIONS, INC.	GARAGE PEST CONTROL - MARCH 3	\$ 90.00
		16-01198	GENERAL LUMBER CO.	GARAGE B SUPPLIES	\$ 133.99
		16-01207	CARYL TECHNOLOGIES LLC	PARKING SIGN AP	\$ 1,750.00
		16-01212	BUY WISE AUTO PARTS	HPU VEHICLE PARTS	\$ 976.65

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		16-01213	CITY PAINT AND HARDWARE	MISC. SUPPLIES	\$ 23.79
		16-01217	WONDER FIRE PROTECTION, INC.	MIDTOWN GARAGE SPRINKLER	\$ 2,430.00
		16-01218	ENFO TECH & CONSULTING, INC.	ONLINE PERMIT SYSTEM-1ST QTR.	\$ 6,230.00
		16-01220	MONACO LOCK COMPANY, INC.	SHOP DOOR, LOCKS AND LABOR	\$ 1,526.50
		16-01239	JOHN N. MORGAN	REIMBURSEMENT	\$ 1,249.20
		16-01247	PROPARK AMERICA NEW YORK	PROF. MANAGEMENT FEES-MARCH	\$ 44,362.64
		16-01301	METROPOLITAN COFFEE SERVICE	COFFEE SUPPLIES	\$ 30.95
		16-01312	JAMES TRICARICO	REIMBUSEMENT-INTERNAL REPORTS	\$ 131.31
		16-01315	VERIZON	GARAGE UTILITIES - MARCH	\$ 392.83
		16-01316	BUY WISE AUTO PARTS	HOP VEHICLE PARTS	\$ 46.33
		16-01317	ACADEMY EXPRESS LLC	HOP VEHICLE WASHES-3/2; 3/8	\$ 80.00
		16-01318	COOPER PEST SOLUTIONS, INC.	GARAGE PEST CONTROL	\$ 45.00
		16-01319	ADVANCED DOOR SALES, INC.	GARAGE G ENTRANCE DOOR	\$ 578.88
		16-01430	921-PRAXAIR DISTRIBUTION, INC.	CYLINDER RENTAL-916 GARDEN ST.	\$ 34.99
		16-01447	AT&T (LD)	LONG DISTANCE - MARCH 2016	\$ 40.62
		16-01449	VERIZON	HPU OFFICE SERVICE-MARCH 2016	\$ 693.83
		16-01473	VERIZON WIRELESS	HPU TABLET SERVICE 2/27-3/26	\$ 330.22
ADM PERSONNEL/BENEFITS	IOPERATING	16-01496	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE JAN/FEB 2016	\$ 125,894.94
ADM SPECIAL COUNSEL	IOPERATING	16-01482	METRO TRANSCRIPTS	TRANSCRIPT REQUEST	\$ 350.00
ADM TAX COLLECTOR	IOPERATING	15-04411	M.G.L. FORMS-SYSTEMS LLC	NOTICES AND FORMS	\$ 1,079.85
		16-01272	MORTGAGE CONNECT, LP	REFUND OVERPAYMENT	\$ 808.95
	ITRUST	16-01512	US BANKCUST FOR PC5 STERLING	REDEMPTION	\$ 2,116.30
		16-01513	PAM INVESTORS	REDEMPTION	\$ 2,317.86
		16-01514	PAM INVESTORS	REDEMPTION	\$ 1,287.42
		16-01515	USBANK AS CUST FOR ACTLIEN HOL	REDEMPTION	\$ 3,808.00
		16-01516	PAM INVESTORS	REDEMPTION	\$ 486.55
		16-01517	C & E TAX LIEN FUND I	REDEMPTION	\$ 78,608.53
		16-01518	PAM INVESTORS	REDEMPTION	\$ 8,515.27
		16-01519	PC 6, LLC	REDEMPTION	\$ 40,080.81
		16-01524	CST FOR EBURY FUND 1 NJ LLC	REDEMPTION	\$ 22,090.05
ADM/CITY CLERK	IOPERATING	16-01127	METROPOLITAN COFFEE SERVICE	OFFICE SUPPLIES	\$ 322.30
		16-01215	OFFICE BUSINESS SYSTEMS, INC.	EQ. MAINTENANCE-COUNCIL MEET	\$ 1,661.00
ADM/CONSTRUCTION CODE	IOPERATING	16-01112	NJ PLUMBING HEATING COOLING	2015 NSPC	\$ 97.00
		16-01356	PATRUNO, MARIO	REIMBURSEMENT FOR OFFICE LIGHT	\$ 25.00
	ITRUST	16-01453	TREASURER, STATE OF NEW JERSEY	1ST QTR STATE TRAINING FEES	\$ 25,505.00
CD DIRECTOR'S OFFICE	ESCROW	16-01230	MARAZITI, FALCON, LLP	SPECIAL REDEVELOPMENT COUNSEL	\$ 886.68

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CD DIRECTOR'S OFFICE	ESCROW	16-01290	MARAZITI, FALCON, LLP	SPECIAL REDEVELOPMENT COUNSEL	\$ 38,002.49			
		14-02778	COMMUNITY GRANTS PLANNING	AFFORDABLE HOUSING AGENT	\$ 552.00			
	ICAPITAL	15-01880	SHIRLEY M. BISHOP, P.P.,LLC	PLANNER - AFFORDABLE HOUSING	\$ 510.42			
		15-03387	WEINER & LESNIAK, LLP	CY2015 LAND USE - AFF. HOUSING	\$ 135.00			
		IFEDERAL	14-03556	MASER CONSULTING P A	PRO. PLANNER - SW HOBOKEN	\$ 3,350.00		
		IOPENSACE	15-01879	USA ENVIRONMENTAL MANAGEMENT	LSRP - HOBOKEN/WEEHAWKEN COVE	\$ 1,798.00		
		IOPERATING	14-02024	MASER CONSULTING P A	Professional SVC- Post Office	\$ 3,436.50		
			14-03012	BANISCH ASSOCIATES	GREEN ACRES DIVERSION MNGR	\$ 106.50		
			15-01879	USA ENVIRONMENTAL MANAGEMENT	LSRP - HOBOKEN/WEEHAWKEN COVE	\$ 1,040.00		
			15-02285	DMR ARCHITECTS	PLANNER- REDEVELOPMENT N END	\$ 31,308.03		
			16-00113	WEINER & LESNIAK, LLP	CY2016 LAND USE-ZONING COUNSEL	\$ 405.00		
			16-00115	WEINER & LESNIAK, LLP	CY2016 HISTORIC PRES. ATTORNEY	\$ 60.00		
			16-00738	MARAZITI, FALCON, LLP	REDEVELOPMENT COUNSEL CY2016	\$ 2,603.00		
			CD ESCROW	ESCROW	15-03470	MASER CONSULTING P A	1316-1330 WILLOW AVE PROJECT	\$ 2,485.00
			CD GRANTS MANAGEMENT	CDBGWIREIDIS	16-01243	HOPES INC.	CDBG REIMBURSEMENT	\$ 4,166.67
CD MLUL PB ESCROW ACCTS	ESCROW		16-01091	REMINGTON & VERNICK ENGINEERS	DEVELOPERS ESCROW	\$ 370.50		
		16-01197	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 7,587.50			
		16-01237	MASER CONSULTING P A	DEVELOPERS ESCROW	\$ 31,420.75			
		16-01298	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 2,065.00			
		CD MLUL PLANNING BOARD	IOPERATING	16-01266	MASER CONSULTING P A	PROFESSIONAL SERVICES	\$ 320.00	
CD MLUL ZBA ESCROW ACCTS	ESCROW	16-00333	F. CLIFFORD GIBBONS, ESQ. LLC	DEVELOPERS ESCROW	\$ 1,045.00			
		16-01196	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 449.00			
		CD MLUL ZONING BD OF ADJ	IOPERATING	16-00520	F. CLIFFORD GIBBONS, ESQ. LLC	PROFESSIONAL SERVICES	\$ 1,246.00	
ES PUBLIC PROPERTY	IOPERATING	16-01048	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$ 2,960.00			
		16-00953	COOPER PEST SOLUTIONS, INC.	PEST CONTROL SERVICES	\$ 130.00			
		16-00972	JOHN A. EARL CO.	SUPPLIES CITY HALL	\$ 2,162.25			
		16-01045	JOHN DUFFY ENERGY SERVICES	HVAC REPAIR MULTI CENTER	\$ 4,200.00			
		16-01101	CITY PAINT AND HARDWARE	MAINTENANCE SUPPLIES 2/16	\$ 1,222.78			
		16-01113	METROPOLITAN MOP & MAP RENTAL	MAT RENTALS CITY HALL	\$ 92.60			
		16-01128	MTB ELECTRIC	ELECTRICAL SVCS-POLICE,GARAGE	\$ 1,757.00			
		16-01221	JOHN A. EARL CO.	TOILET TISSUE CITY HALL	\$ 306.90			
		16-01238	RIVER WEST PLUMBING SUPPLY CO.	TOILET REPAIRS AT HFD	\$ 135.00			
		16-01252	NESTLE WATERS INC	WATER COOLER RENTALS & CUPS	\$ 527.11			
		16-01267	COOPER PEST SOLUTIONS, INC.	PEST CONTROL POLICE DEPT.	\$ 280.00			
16-01321	GENERAL LUMBER CO.	LUMBER FOR MULTI CENTER	\$ 473.00					
ES ROADS	IOPERATING	16-00970	NATIONWIDE MAINTENANCE &	ROAD REPAIR	\$ 7,126.73			

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ES ROADS	IOPERATING	16-01093	ATLANTIC SALT, INC.	SALT CITY STREETS 1/16	\$ 15,735.00
		16-01097	ONE CALL CONCEPTS, INC.	MARK OUT CITY STREETS	\$ 95.48
		16-01322	ARTESIAN DESIGN GROUP INC.	SNOW PLOWING	\$ 84,985.00
ES SHADE TREE COMMISSION	ITRUST	16-01241	WEINER & LESNIAK, LLP	PROFESSIONAL SERVICES	\$ 330.00
		16-01242	WEINER & LESNIAK, LLP	PROFESSIONAL SERVICES RENDERED	\$ 990.00
ES SOLID WASTE	IOPERATING	16-00962	CALI CARTING, INC.	SOLID WASTE AND RECYCLING	\$ 149,166.66
		16-01111	HUDSON COUNTY IMPROVEMENT AUTH	NJ RECYCLING TAX PASS 5/31/14	\$ 6,313.95
FLEET MANAGEMENT	IOPERATING	16-00530	BUY WISE AUTO PARTS	PARTS FOR CG & PD VEHICLE	\$ 3,945.11
		16-00549	BUY WISE AUTO PARTS	PARTS FOR POLICE VEHICLES	\$ 366.91
		16-00627	BUY WISE AUTO PARTS	PARTS FOR CG & PD VEHICLES	\$ 841.22
		16-00873	BUY WISE AUTO PARTS	PARTS FOR CENTRAL & PD VEHICLE	\$ 956.90
		16-00889	HUDSON COUNTY MOTORS	repairs to 177	\$ 3,924.26
		16-01105	NEW JERSEY TOWING CO	PD 104 TOWED TO HEADQUARTERS	\$ 125.00
		16-01108	FASTENAL	SUPPLIES FOR CENTRAL	\$ 493.91
		HS BD OF HEALTH	IOPERATING	16-00958	LIBERTY HUMANE SOCIETY
16-00960	FULL HOUSE PRINTING			SATISFACTORY/INSPECTION REPTS.	\$ 825.00
16-01264	TOOMEY, KEVIN			REIMBURSEMENT	\$ 12.82
16-01278	FRANK SASSO			REIMBURSEMENT	\$ 25.00
16-01471	ANGELINA LEDESMA			EVENT ASSISTANCE	\$ 60.00
HS CULTURAL AFFAIRS	ITRUST	16-00544	JENNIFER EVANS	EVENT/OFFICE ASSISTANCE	\$ 202.50
		16-00961	OUTFRONT MEDIA LLC	BILLBOARD ADVERTISING	\$ 2,250.00
		16-01171	CITY OF HOBOKEN-OEP	OUTSIDE EMPLOYMENT SERVICES	\$ 7,280.00
		16-01172	CITY OF HOBOKEN-OEP	OUTSIDE EMPLOYMENT SERVICES	\$ 1,950.00
		16-01291	APA ,INC.	PERFORMANCE-SPRING FESTIVAL	\$ 17,500.00
		16-01376	FALLO, GERALDINE	REIMBURSEMENT	\$ 198.99
		16-01384	FALLO, GERALDINE	REIMBURSEMENT	\$ 39.89
		16-01494	ANGELINA LEDESMA	EVENT ASSISTANCE	\$ 60.00
HS DIRECTOR'S OFFICE	IOPERATING	15-01595	PATCH MANAGEMENT, INC.	POTHOLE PATCHING SERVICES	\$ 14,000.00
		16-00813	NEW JERSEY CLEAN COMMUNITIES	SEMINAR REGISTRATION	\$ 160.00
HS MUNICIPAL ALLIANCE	IFEDERAL	15-02626	HOPES INC.	2015 MUNICIPAL ALLIANCE GRANT	\$ 5,000.00
		15-02627	NCADD HUDSON COUNTY INC.	2015 MUNICIPAL ALLIANCE GRANT	\$ 4,360.00
		15-02628	NCADD HUDSON COUNTY INC.	2015 MUNICIPAL ALLIANCE GRANT	\$ 12,600.00
HS PARKS	IOPENSACE	16-01323	BRAIN WAZE STUDIO LLC	SIGNS FOR BATTING CAGES	\$ 4,000.00
	IOPERATING	16-00954	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS	\$ 8,790.07
		16-01096	CLEAN ALL TEC, CORP.	GARBAGE BAGS FOR PARKS	\$ 2,242.50
		16-01176	METRO FIRE & COMMUNICATIONS	ANNUAL MONITORING RENEWAL	\$ 624.00

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HS PARKS	IOPERATING	16-01202	SCOREBOARD SERVICE COMPANY	REPAIRS TO SCOREBOARD	\$ 5,567.00		
		16-01235	APOLLO FLAG	AMERICAN FLAG FOR PARKS	\$ 225.00		
HS RECREATION	IOPERATING	16-01233	EPIC BRANDS	COMPETITION REGISTRATION	\$ 30.00		
		16-01495	EDGE HOBOKEN LLC	FACILITY RENTAL-WRESTLING PRGM	\$ 9,300.00		
	ITRUST REC FEES	16-01233	EPIC BRANDS	COMPETITION REGISTRATION	\$ 2,001.00		
		16-01495	EDGE HOBOKEN LLC	FACILITY RENTAL-WRESTLING PRGM	\$ 1,514.00		
		16-01498	STAN'S SPORT CENTER	SPORTING EQUIPMENT	\$ 1,295.00		
HS SENIOR CITIZEN PROGRAM	IOPERATING	16-00959	METROPOLITAN COFFEE SERVICE	WATER FOR MULTI SERVICE CNTR.	\$ 54.00		
HS VITAL STATISTICS	ITRUST	15-03688	TREASURER, STATE OF NEW JERSEY	3RD QTR. MARRIAGE LIC. REPORT	\$ 4,725.00		
PS FIRE	IOPERATING	16-00665	LOWE'S #1937	UPTOWN F.H. REFRIG/DISHWASHER	\$ 1,323.35		
		16-00931	BUY WISE AUTO PARTS	HFD164	\$ 237.08		
		16-00932	NEW JERSEY STATE POLICE	CALIBRATION	\$ 200.00		
		16-00950	NFPA FULFILLMENT CENTER	2012 NFPA 1401 TRAINING REPORT	\$ 88.15		
		16-01054	LIBERTY LANDING MARINA	MARINE 1 GAS	\$ 400.41		
		16-01055	LOMBARDY DOOR SALES	OVERHEAD DOOR LENS REPAIR	\$ 228.00		
		PS FIRE SAFETY	IFIRE ED	15-01005	W.B. MASON CO., INC.	Chair	\$ 525.00
		PS POLICE	IOPERATING	16-00822	JOHN E. REID AND ASSOC,INC	TRAINING COURSES	\$ 4,690.00
16-00844	ENTERPRISE CONSULTANTS LLC			MOUNT METAL HOUSING SWITCH	\$ 892.49		
16-00845	ENTERPRISE CONSULTANTS LLC			SURVEILLANCE CAMERA	\$ 717.49		
16-00851	ANTHONY DAVIDS GOURMET SPECIAL			Coffee With a Cop Program	\$ 200.00		
16-01099	STACKS PANCAKE HOUSE & CAFE			POLICE DEPT MEET & GREET	\$ 220.00		
16-01438	VERIZON WIRELESS SERVICES LLC			LAPTOP WIRELESS SVC PD 3/16	\$ 912.31		
UNCLASSIFIED	IOPERATING			16-01422	NORTH HUDSON REGIONAL COUNCIL	CY2016 SR NUTR PROGM CONTRIB.	\$ 19,841.50
UNCLASSIFIED ELECTRICITY	IOPERATING			16-01490	PSE&G COMPANY	OBSERVER HWY TRAFFIC LIGHTS	\$ 330.39
UNCLASSIFIED GASOLINE	IOPERATING	16-01222	EXXONMOBIL FLEET GECC	GASOLINE FOR 3/16	\$ 16,571.21		
UNCLASSIFIED GROUP HEALTH INS	IOPERATING	16-01483	BENECARD SERVICES, LLC	PRESCRIPTION INS MARCH 2016	\$ 586,127.27		
		16-01484	BENECARD SERVICES, LLC	PRESCRIPTION INS APRIL 2016	\$ 588,361.11		
UNCLASSIFIED INSURANCE	IOPERATING	16-01137	RAYMOND T. SHEEHAN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01138	ELAINE H. SHEEHAN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01139	ANTONIA CARLO GAGLIASTRO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01141	ANGELA SERVELLO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01145	EILEEN I. LANZETTI	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01147	ANN MEYER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01153	EVELYN C. GIORDANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01154	JAMES GIORDANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01155	SALVATORE DEMEO	MEDICARE PART B REIMBURSEMENT	\$ 1,153.90		

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UNCLASSIFIED INSURANCE	IOPERATING	16-01159	CATHERINE SHEEHAN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01160	DONALD T. SHEEHAN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01161	MARTHA C. ROMANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01162	ANTHONY H. ROMANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01168	RUSSELL G SWEETEN	MEDICARE PART B REIMBURSEMENT	\$ 3,716.40		
		16-01169	JULIE SWEETEN	MEDICARE PART B REIMBURSEMENT	\$ 3,716.40		
		16-01170	ALBERT J. CHICHIZOLA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01178	EUGENE K. MC KENNA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01179	ELAINE L. MCKENNA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01186	ROSEMARY DREW	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01269	MICHAEL P. WLADICH, JR.	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01283	TOMMY BURGOS	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-01334	HORIZON BLUE CROSS-SELF INSUR.	CLAIMS BILLING #2 MARCH 2016	\$ 276,949.74		
		16-01335	HORIZON BLUE CROSS-SELF INSUR.	CLAIMS BILLING #3 MARCH 2016	\$ 223,556.12		
		16-01336	HORIZON BLUE CROSS-SELF INSUR.	ADMINISTRATIVE FEES FEB 2016	\$ 43,686.55		
		16-01399	VISION SERVICE PLAN, INC.	VISION INSURANCE MARCH 2016	\$ 11,055.69		
		16-01468	BROWN & BROWN METRO INC	RECR LIAB & STUDENT ACCIDENT	\$ 23,092.50		
		UNCLASSIFIED POSTAGE	IOPERATING	16-01491	U.S. POSTAL SERVICE (DATA PAC)	MAIL MACHINE POSTAGE	\$ 25,000.00
		UNCLASSIFIED TELEPHONE	IOPERATING	16-01402	ENTERPRISE CONSULTANTS LLC	TELEPHONE MAINENANCE CH	\$ 3,212.50
				16-01437	COOPERATIVE COMMUNICATIONS,INC	LD/TOLL SERVICE 4/16	\$ 874.18
16-01472	VERIZON WIRELESS			CELL SERVICES 2/7-3/6/16	\$ 8,660.66		
16-01474	CABLEVISION LIGHTPATH, INC.			INTERNET SERVICES 3/16	\$ 3,910.67		
Grand Total					\$ 3,277,813.21		

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

<u>10-Mar-16</u>	TO	<u>23-Mar-16</u>	Paydate	3/30/2016	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	6-01-20-105	12,636.27	0.00	0.00	12,636.27
MAYOR'S OFFICE	6-01-20-110	10,690.40	0.00	0.00	10,690.40
CITY COUNCIL	6-01-20-111	8,445.45	0.00	0.00	8,445.45
BUS ADMINISTRATOR	6-01-20-112	17,477.10	238.68	0.00	17,715.78
ABC BOARD	6-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	6-01-20-114	7,545.79	0.00	0.00	7,545.79
GRANTS MANAGEMENT	6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	6-01-20-120	20,403.04	1,916.30	0.00	22,319.34
ELECTIONS	6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	6-01-20-130	22,710.07	859.36	0.00	23,569.43
ACCOUNTS/CONTROL	6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	6-01-20-145	9,532.05	0.00	0.00	9,532.05
ASSESSOR'S OFFICE	6-01-20-150	13,641.87	0.00	0.00	13,641.87
CORPORATE COUNSEL	6-01-20-155	6,064.41	0.00	0.00	6,064.41
COMMUNITY DEVELOPMENT	6-01-20-160	7,842.48	0.00	0.00	7,842.48
PLANNING BOARD	6-01-21-180	2,177.73	0.00	0.00	2,177.73
ZONING OFFICER	6-01-21-186	5,082.60	0.00	0.00	5,082.60
HOUSING INSPECTION	6-01-21-187	7,075.28	457.02	0.00	7,532.30
CONSTRUCTION CODE	6-01-22-195	26,298.65	571.32	0.00	26,869.97
POLICE DIVISION	6-01-25-241-011	505,693.94	8,306.69	0.00	514,000.63
Worker's Comp		0.00	0.00	4,178.51	4,178.51
POLICE CIVILIAN	6-01-25-241-016	35651.39	108.78	0.00	35,760.17
POLICE DIVISION CLASS II	6-01-25-241-015	13,760.00	0.00	0.00	13,760.00
Court Time	6-01-25-241-013	0.00	0.00	120.00	120.00
CROSSING GUARDS	6-01-25-241-012	13,291.28	0.00	0.00	13,291.28
TRAFFIC CONTROLLERS	6-01-25-241-012	5,265.00	0.00	0.00	5,265.00

EMERGENCY MANAGEMENT	6-01-25-252	17,129.06	2,130.66	0.00	19,259.72
Stipend		0.00	0.00	1,269.20	1,269.20

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	6-01-25-266	472,194.82	1,249.13	0.00	473,443.95
FIRE CIVILIAN	6-01-25-266-016	22,844.35	0.00	0.00	22,844.35
Worker's Comp		0.00	0.00	1,234.88	1,234.88
STREETS AND ROADS	6-01-26-291-011	16,892.17	2,676.81	0.00	19,568.98
Snow Removal	6-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	6-01-26-290	4,717.30	0.00	0.00	4,717.30
RECREATION SEASONAL EMP	6-0128370016	3,809.20	0.00	322.40	4,131.60
CENTRAL GARAGE	6-01-26-301	14,091.12	1,621.52	0.00	15,712.64
SANITATION	6-01-26-305	22,969.97	680.37	0.00	23,650.34
Worker's Comp		0.00	0.00	378.70	378.70
LICENSING DIVISION	6-31-55-501-101	0.00	0.00	0.00	0.00
HUMAN SRVCS DIR OFFICE	6-01-27-330	7,829.88	0.00	0.00	7,829.88
BOARD OF HEALTH	6-01-27-332	24,399.19	0.00	0.00	24,399.19
CONSTITUENT SRCS	6-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	6-01-27-336	15,118.19	758.46	0.00	15,876.65
RENT STABILIZATION	6-01-27-347	8,943.53	0.00	0.00	8,943.53
TRANSPORTATION	6-01-27-348	0.00	0.00	0.00	0.00
RECREATION	6-01-28-370	10,978.36	2,150.63	0.00	13,128.99
PARKS	6-01-28-375	14,210.47	888.48	0.00	15,098.95
PUBLIC PROPERTY	6-01-28-377	29,709.10	918.59	0.00	30,627.69
O & M TRUST	T-24-20-700-020	4,125.53	0.00	0.00	4,125.53
MUNICIPAL COURT	6-01-43-490	39,342.84	0.00	0.00	39,342.84
PARKING UTILITY	6-31-55-501-101	155,605.68	19,914.59	0.00	175,520.27
Worker's Comp		0.00	0.00	762.59	762.59
Reimburse Road Inspection OT	6-31-55-501-104	0.00	0.00	0.00	0.00
MUN COURT OVERTIME	T-0340000-037	0.00	3,231.29	0.00	3,231.29
TRUST - RECREATION ADULT PROG	T-03-40-000-108	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	0.00	0.00	0.00
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		0.00	0.00	0.00	0.00

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
OTHER:					
TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	1,959.25	0.00	0.00	1,959.25
Energy Strong Fund	T-03-04-000-049	0.00	0.00	0.00	0.00
CULTURAL AFFAIRS	6-01-271-760-11	3,395.81	0.00	0.00	3,395.81
Summer Lunch Program	G-02-41-300-SF3	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	63,322.00	63,322.00
Drive Sober or Get Pulled Over Program	G-02-44-701-392	0.00	0.00	0.00	0.00
H5 Pump	C46714	0.00	0.00	0.00	0.00
Police - Suez	6-01-25-241-017	0.00	0.00	0.00	0.00
Fire-Suez	6-01-25-256-017	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Salary Settlement		0.00	0.00	0.00	0.00
Sick Incentive	6-01-25-241-019	0.00	0.00	0.00	0.00
Terminal Leave	6-01-36-479-000	0.00	0.00	0.00	0.00
Group Life Insurance		0.00	0.00	0.00	0.00
HLTH INS EMP WAIV COMP	6-01-30-400-WVR	0.00	0.00	0.00	0.00
D.D.E.F Grant	G-02-41-200-DD9	0.00	0.00	0.00	0.00
Taxi Inspections	6-31-55-501-103	0.00	0.00	0.00	0.00
		=====	=====	=====	=====
GRAND TOTAL		1,641,550.62	48,678.68	71,745.20	1,761,974.50
					1,761,974.50

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

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

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

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

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

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

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

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

Meeting date: April 20, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

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

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

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

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

Meeting date: April ____, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

CITY OF HOBOKEN
RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, the reasons for the donation are as follows:

- Community Arbor Day Service Project April 29, 2016.
- 3 trees will be planted by Brandt School
- 3 trees will be planted at Wallace School at 11th street between Willow & Clinton.

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

Reviewed:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

Meeting Date: April 20, 2016

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

Lou's Landscaping & Design, Inc.

573 Valley Road - Suite 7A

Wayne, NJ 07470

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

www.louslandscaping.com

Estimate

Date	Estimate #
4/11/2016	6632

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

P.O. No.	Project

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

Subtotal \$3,900.00

Sales Tax (0.0%) \$0.00

Total \$3,900.00

CITY OF HOBOKEN
Department of Administration
Office of the Business Administrator

DAWN ZIMMER
Mayor



QUENTIN WIEST
Business Administrator

STEPHEN D. MARKS, PP, AICP
Municipal Manager

MEMORANDUM

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

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

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

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

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

QWW/dla

INTRODUCED BY: _____
SECONDED BY: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

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

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

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

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

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the J. Fletcher Creamer & Son, Inc. quote shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
4. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services to the vendor: J. Fletcher Creamer & Son, Inc..

Meeting Date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

INVOICE



J. FLETCHER CREAMER & SON, INC.

101 East Broadway ♦ Hackensack, NJ 07601

City of Hoboken

94 Washington Street

Hoboken NJ, 07030

Attn. Leo Pellegrini

Snow Removal

Date Work Performed:

1/26/2016 thru 1/28/2016

JFC Job # 201610

Invoice Date:

Invoice Number:

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

INVOICE

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

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

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

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

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

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

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

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

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

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

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

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

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

Meeting Date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

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

AMOUNT TO BE CERTIFIED:

\$11,500.00

ACCOUNT NUMBER TO CERTIFY FROM:

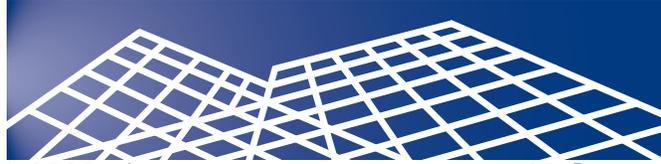
6-01-211-810-36 IN THE CY2016 TEMPORARY APPROPRIATIONS

CERTIFICATION:

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

Signed: _____, George DeStefano, CFO

Federal Appraisal & Consulting



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

www.federalappraisal.com

April 11, 2016

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

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

Dear Ms. Forbes,

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

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

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

1. Purpose, Use and Scope of the Appraisal

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

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Community Development Director

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

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

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

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

2. Dates of Value

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

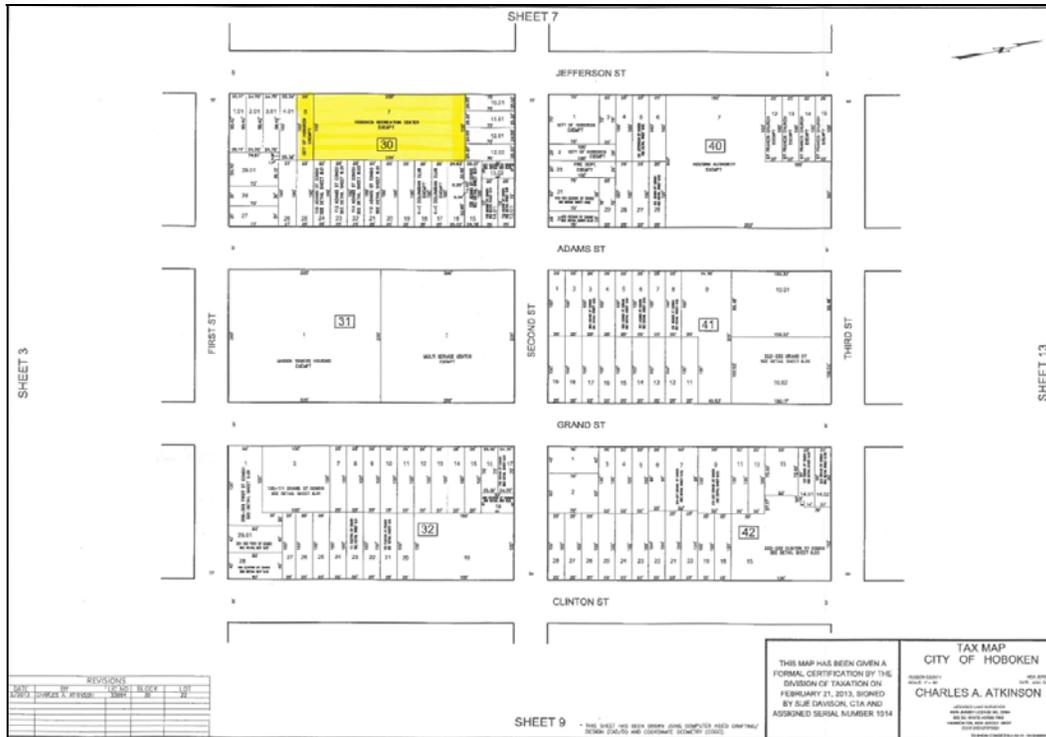
3. The Subject

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

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

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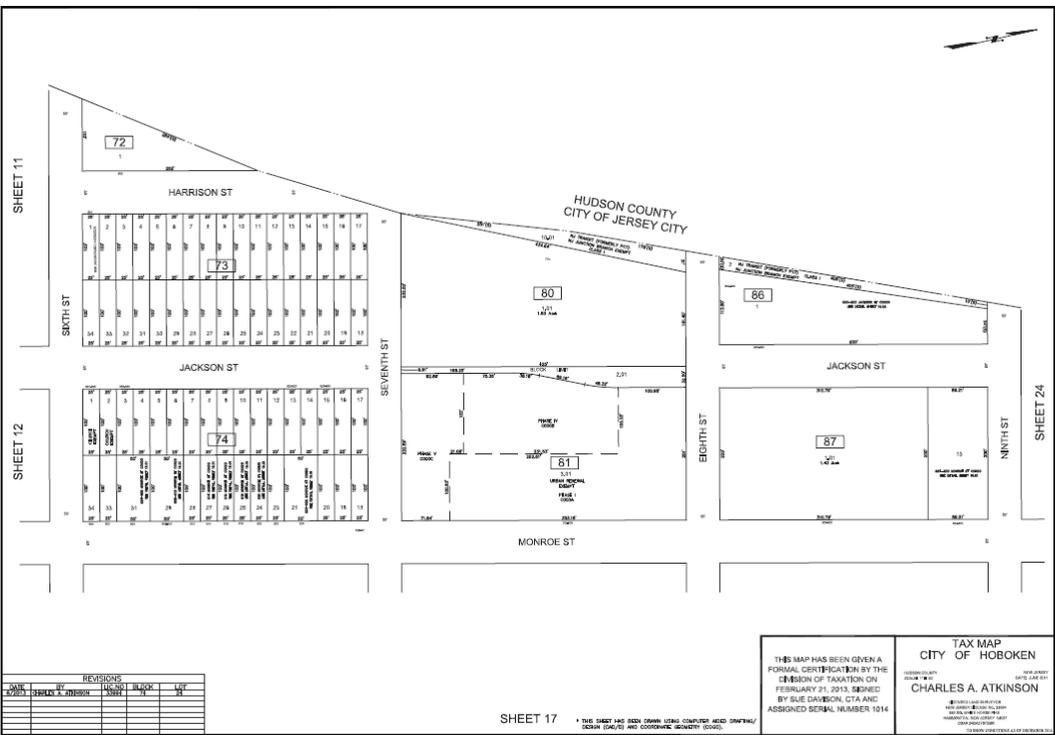
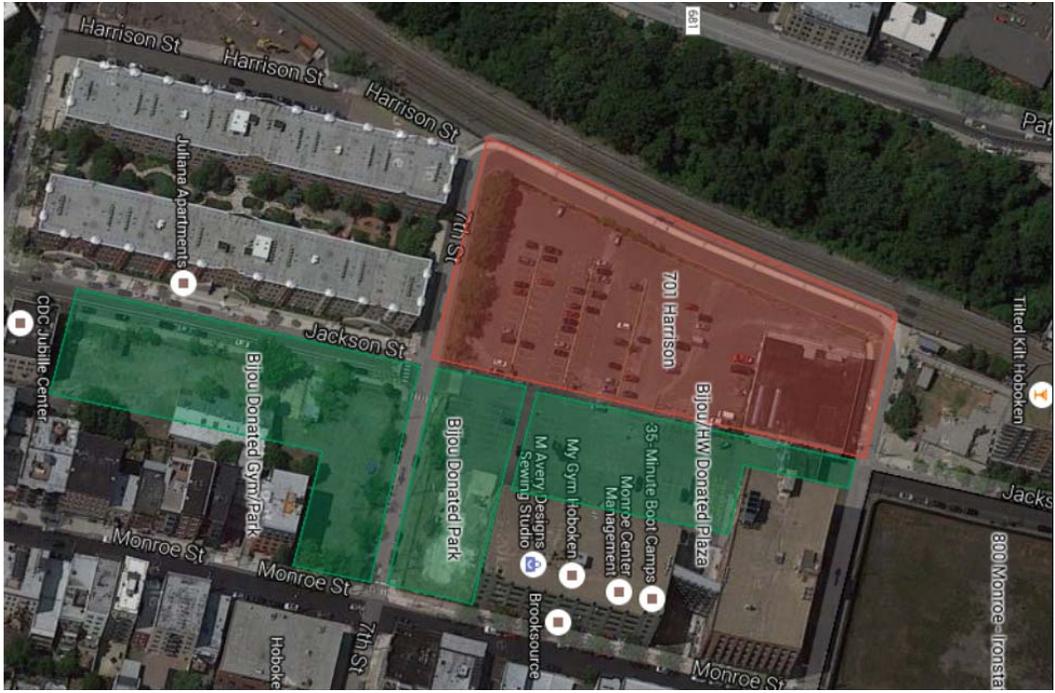
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Block 81, Lot 3.01 Unit B ("Phase IV Land"), Block 81, Lot 3.01 Unit C ("Phase V Land"), and Block 74, Lots 3-20 ("Jackson Street Land") are several adjacent lots along Jackson Street and Monroe Street between 7th and 8th Streets. The parcels are assembled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

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3.1. Site Inspection

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

4. Valuation Definitions and Assumptions

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

4.1. Market Value Concept

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

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

Market Value:

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

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

Highest and Best Use:

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

¹ (USPAP, 2014 ed.).

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

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

Fee Simple and Leased Fee Estates:

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

5. Methodology

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

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

5.1. Sales Comparison Approach

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

5.2. Income Approach

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

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

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

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

5.3. Cost Approach

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

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

5.4. Residual and Allocation Techniques

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

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

6. Client Furnished Data and Access

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

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

7. Legal, Accounting, and Engineering Services

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

8. Qualifications

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

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

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

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

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

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

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

9. Deliverables and Appraisal Delivery Date

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

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

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10. Professional Fees and Expenses

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

Professional Fee Schedule for Phase I

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

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

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

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

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

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

11. General Proposal and Contract Terms and Conditions

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

12. Engagement Acceptance

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

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

Very truly yours,



Mark Pomykacz, MAI, MRICS
Managing Partner

Accepted and agreed to by:

Name: _____

Title: _____

Company: _____

Date: _____

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General Contract Assumptions and Limiting Conditions

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

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

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

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

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

Information and Data Sources

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

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

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

Property Specific Assumptions, Disclaimers and Limiting Conditions

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

Brandy Forbes, AICP, PP
Community Development Director

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

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

Publication, Distribution, Use of Study

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

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Community Development Director

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

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

Study Analysis Type and Format Conditions

32. The Proposed Services shall be prepared in accordance with the requirements of USPAP of the Appraisal Foundation, the Appraisal Institute, the American Society of Appraisers, and the Royal Institution of Chartered Surveyors. Jurisdictional exceptions may apply. The Proposed Services will comply with and be subject to the Appraisal Institute's Code of Professional Ethics and Standards of Professional Practice.
33. FAC has determined the scope of work for this study based on its discussions with the Client, and their reported needs, their reported purpose and intended use of the study. The scope of the study is limited to the work necessary to provide for the Client's purpose and use of the study, and as such this study is not recommended for any other use.

Limit of Liability

34. FAC warrants that it will perform Proposed Services in good faith and in a professional manner. FAC disclaims all other warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.
35. Any forecasts of income and expenses in the Proposed Services are not predictions of the future and are created for valuation purposes. No representation is made that the model will coincide with actual future events. There will usually be differences between the forecasts and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.
36. It is understood and agreed that each of the parties hereto is independent of the other and that neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Client acknowledges that the full independence and authority of FAC will be maintained throughout this engagement and that no assurances or guarantees of a value estimate or consulting recommendation have been made or are a condition of this engagement.
37. In providing this service, FAC establishes and the Client understands and agrees that FAC assumes no responsibility for or ownership of the risks and rewards of the Client's and user's decisions based on, or results that are consequential to, the use of the Proposed Services.
38. **Indemnifications.** The Client will indemnify, defend, and hold harmless FAC and its personnel from all claims and liabilities relating to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of FAC.
- a. In the event that the foregoing indemnification is not available, then FAC's aggregate share of liability to the Client and any third parties shall not exceed the total fees collected for the portion of the Proposed Services giving rise to such liability.

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

Statements of Qualifications and Personal Histories

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

Ownership of FAC Properties.

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

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

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

Extraordinary Assumptions and Hypothetical Conditions

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

State Board Clauses

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

Last revised February 9, 2016

Brandy Forbes, AICP, PP

Community Development Director

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

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

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Qualifications of Mark Pomykacz, MAI, MRICS

908.534.3590

mark@federalappraisal.com

Professional Background

Managing Partner

Federal Appraisal & Consulting LLC, New Jersey

Since 2001

General Appraisal and Advisory Qualifications

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

Power & Infrastructure Analysis and Valuation Qualifications

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

Senior Manager / Chief Appraiser - Eastern Sector

Deloitte & Touche LLP, New York, NY

5 years

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

Vice President, Consultant and Appraiser

Jerome Haims Realty, Inc., New York, NY

5 years

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

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Senior Real Estate Manager and Chief Appraiser

NYC Economic Development Corp. &

NYC Department of Real Property, New York, NY

3 years

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

Office Manager, Appraiser

United Evaluators, Morristown, NJ

2 years

Managed a branch office with staff of 6 professional appraisers.

Professional Affiliations & Activities

MAI, Member of the Appraisal Institute

Leader in the Appraisal Institute Community:

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

President, Metropolitan New York Chapter, 2005

Chair, Regional Committee, Region VI, 2006

Officer, Metropolitan New York Chapter, 2001 – 2005

Regional Director, Region VI, 2002, 2004 – 2006

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

International Relations Committee Member, National, 1997 - 2005

Strategic Planning Committee, National, 2005 - 2006

Education Chair, Metropolitan New York Chapter, 1999

MRICS, Member of the Royal Institute of Chartered Surveyors

Licenses, State Certified General Real Estate Appraiser

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

Education Background

Bachelor of Arts

Political Science

Brandy Forbes, AICP, PP

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Rutgers University, New Brunswick, New Jersey

Appraisal Institute

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

Royal Institution of Chartered Surveyors

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

Institute for Professionals in Taxation

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

Instructorships & Speaking Engagements

University/Institutional Lectures/Presentations

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

Adjunct Assistant Professor, New York University

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

Qualified Appraisal Institute Instructor, Appraisal Institute

Mr. Pomykacz also has lectured at Appraisal Institute seminars.

Business Lectures/Presentations

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

New Jersey State Bar Association Annual Conference

Borgata Decision! Appraisal Implications

Atlantic City, NJ, 2014

PEI Infrastructure Investor: New York

Managing Infrastructure Assets: In a Post-Cheap Deb World

New York, NY, 2009

Power & Electricity World: Latin America Conference

Creating and Measuring Value: A Power Plant Development

Coral Gables Florida, 2009

Corpbanca Seminar Invitation

Fair Value Appraisal for the Real Estate Industry in Chile

Santiago, Chile, 2008

The Pan Pacific Valuation Conference

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

23rd Pan Pacific Valuation Conference,

San Francisco, 2006

Baruch College (CUNY),

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

New York, September, 2005

Brandy Forbes, AICP, PP

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Society of Professional Assessors

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

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

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Haddam, CT, November, 2013

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

Mystic, CT, October, 2005

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

Rutherford, NJ, April, 2006

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

Valuation of Electric Generating Stations Owned by Independent Power Producers

Austin, Texas, November 2, 2010

Connecticut Association of Assessing Officers

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

September, 2011

New Jersey County Tax Board Association

Appraising Solar Power Assets for Property Taxation

September, 2011

South Jersey Chapter of the Appraisal Institute

Appraising Solar Power Assets

September, 2011

Articles and Publications

"The Appraisal of Power Plants"

The Appraisal Journal, Summer 2014

"Options in Real Estate Valuation"

The Appraisal Journal, Summer 2013

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

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

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

The Appraisal Journal, Winter 2010

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

The Appraisal Journal, Winter 2009

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

Property World, Royal Institution of Chartered Surveyors, Winter 2009

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

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

"Correcting Property Taxes on High-Value Properties"

Unpublished, July 2004

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

Assessment Journal, Summer 2003

"Property Taxes, A Silver Lining"

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Energy Pulse, July 2003

"Considerations for Valuation and Litigation"

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

"Reducing Property Taxes in a Rising Market"

Real Estate New York, February 1998

Last revised October 15, 2014

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APPRAISAL INFORMATION REQUEST

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

Contact Information

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

Subjects Background

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

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

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

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

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

Meeting date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

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

AMOUNT TO BE CERTIFIED:

\$84, 985.00

ACCOUNT NUMBER TO CERTIFY FROM:

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

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$84,985.00 is available in the following appropriation;; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

Artesian Design Group, Inc.

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

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

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

Make all checks payable to [Artesign Design Group]

Thank you for your business!

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

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

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

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

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

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

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

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

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

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

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

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

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

Meeting Date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

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

AMOUNT TO BE CERTIFIED:

\$6,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

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

CERTIFICATION:

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

Signed: _____, George DeStefano, CFO



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

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

March 28, 2016

VIA E-MAIL
bforbes@hobokennj.gov

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

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

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

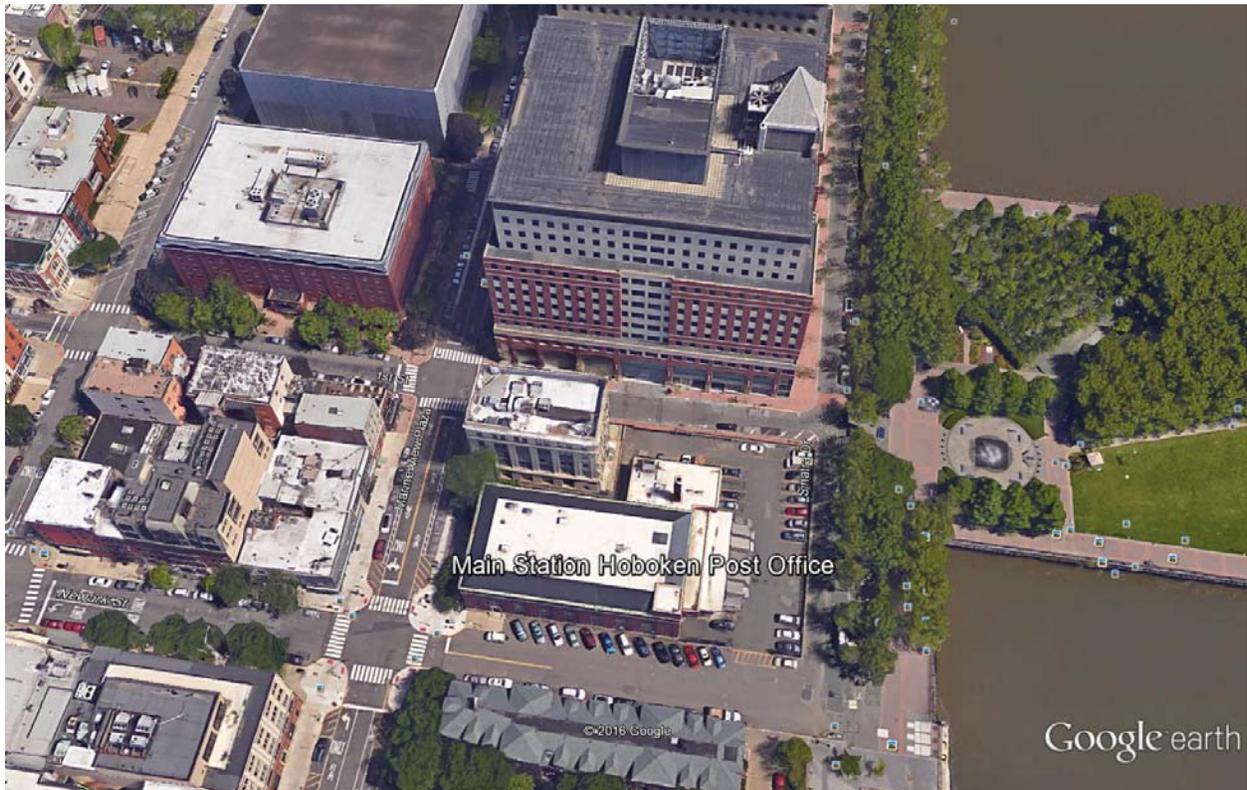
Dear Ms. Forbes,

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

This proposal is divided into four sections as follows:

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

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



Main postal facility at 89 River Street



W Hoboken Hotel, 225 River Street



SECTION I – SCOPE OF SERVICES

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

PHASE 1.0 TRAFFIC AND PARKING ANALYSIS

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

PARKING ACCUMULATION STUDY (Post Office)

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

PARKING COUNT STUDY (W Hoboken)

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



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

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

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

PHASE 4.0 MEETINGS/HEARINGS/ADDITIONAL SERVICES

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

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

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



SCHEDULE OF FEES

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

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

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

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

EXCLUSIONS AND UNDERSTANDINGS

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

- Services not specifically outlined above in Section I;

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



SECTION II – BUSINESS TERMS AND CONDITIONS

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

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

1.0 SCOPE OF SERVICES:

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

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

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

2.0 STANDARD OF CARE:

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

3.0 INVOICES:

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

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

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

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

4.0 PAYMENT:

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

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

5.0 RETAINER:

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

6.0 RIGHT OF ENTRY/JOBSITE:

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

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

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

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



7.0 UTILITIES:

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

8.0 TERMINATION OR SUSPENSION OF SERVICES:

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

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

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

9.0 SUBCONTRACTORS:

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

10.0 AGREED REMEDY:

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

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

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

11.0 LIABILITY TO THIRD PARTIES:

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

12.0 INDEMNIFICATION:

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

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

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



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

13.0 ASSIGNS:

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

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

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

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

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

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

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

15.0 GENERAL CONDITIONS:

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

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

16.0 ENTIRE AGREEMENT:

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

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



SECTION III – 2016 RATE SCHEDULE

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

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

Engineering Services

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

Other Technical Services

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

TECHNICAL STAFF RATES

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

REIMBURSABLE EXPENSES

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

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



SECTION IV – CLIENT CONTRACT AUTHORIZATION

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

Signature

Date

Printed Name

Title

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

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

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'John J. Jahr'.

John J. Jahr, PTP, TSOS
Sr. Associate

JJJ/LL/meb

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

Sponsored By: _____
Seconded By: _____

CITY OF HOBOKEN
RESOLUTION #: _____

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

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

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

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

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

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

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

Meeting date: April 20, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

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

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

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

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

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

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

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

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

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

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

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

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

Meeting date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

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

AMOUNT TO BE CERTIFIED:

\$40,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

IN THE CY2016 TEMPORARY APPROPRIATIONS

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$40,000.00 is available in the following appropriation _____ in the CY2016 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 temporary appropriation; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO



MILLENNIUM STRATEGIES

April 11, 2016

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

Re: Proposal for 2016 Grant Writing Services

Dear Mr. Marks:

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

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

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

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

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

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

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

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

Sincerely,



Ed Farmer
President & CEO

Introduced by: _____
Seconded by: _____

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

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

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

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

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

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

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

Meeting date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

WHEREAS, bids were received for the provisions of a PETZL Personal Safety Escape System (2016 model or better) and Gemtor Model 541NYCL Class 2 Harness (2016 model or better) Provider for the Hoboken Fire Department , as specified in Bid Number 16 - 12; and,

WHEREAS, four (4) bids were received,

<u>VENDOR</u>	<u>TOTAL BID</u>
1. First Due Training and Safety Consultants 301 South Street, Brielle, NJ 08730	\$74,716.08
2. All Hands Fire Equipment & Training P.O. Box 1245, Wall, NJ 07719	\$78,996.00
3. Fire Ground Technologies P.O. Box 534, Pompton Plains, NJ 07444	\$86,348.00
4. Continental Fire & Safety, Inc. 2740 Kuser Road, Hamilton, NJ 08691	\$89,868.00

WHEREAS, pursuant to the recommendation of the Purchasing Department (attached hereto) the City wishes to award the contract for the goods and services specified in Bid No. 16 - 12, and First Due Training and Safety Consultants submitted the lowest responsible, and responsive bid; and,

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

- A. This resolution awards a contract to First Due Training and Safety Consultants for Bid No. 16 - 12, in the total amount of Seventy Four Thousand Seven Hundred Sixteen Dollars and Eight Cents (\$74,716.08) for PETZL Personal Safety Escape System (2016 model or better) and Gemtor Model 541NYCL Class 2 Harness (2016 model or better) Provider for the Hoboken Fire Department ; and said contract shall be to First Due Training and Safety Consultants in accordance with the specifications as set forth in Bid No. 16 - 12.
- B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

- C. The contract shall be in accordance with the terms of the specifications and the vendor’s corresponding bid proposal documents. The City accepts the following exceptions; PETZL Nomex Kevlar deployment bag will be provided free of charge as part of the system.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

Meeting date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 _____, Esq.
 Corporation Counsel

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

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

AMOUNT TO BE CERTIFIED:

\$74,716.08

ACCOUNT NUMBER TO CERTIFY FROM:

G-02-25-115-012 IN THE CY2016 TEMPORARY APPROPRIATIONS

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$74,716.08 is available in the following appropriation: G-02-25-115-012 in the CY2016 temporary appropriations; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

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

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

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

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

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

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

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

Bid Proposal (2 pages)

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

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

A. Base Bid:

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

B. Alternate Bid A:

100 EA	PETZL EXO End User Training	\$ 94.99	\$ 9,499.00
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C. Alternate Bid B:

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

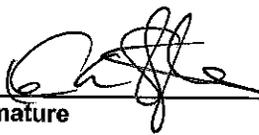
Seventy Four Thousand Five Hundred Fifty Nine Dollars and Twenty Eight Cents

(Total Bid price in Words)

Estimated Delivery Date after receipt of purchase order: 60 days

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

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

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

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

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

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

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and Shirley Bishop's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. The Administration shall be entitled, under this award, to utilize the firm on an as needed basis, for any projects which require Affordable Housing planning assistance. This award is not project based, and the contract amounts hereunder are a retainer only, and no actual amount of work is suggested or implied.
4. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
5. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
6. The Mayor, or her designee, is hereby authorized to execute an agreement for the above referenced goods and/or services based upon the following information:

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

Meeting date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

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

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

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

Meeting date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Alysia M. Proko, Esq.
Interim Corporation Counsel

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

Introduced By: _____

Seconded By: _____

CITY OF HOBOKEN
RESOLUTION No. _____

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

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

City of Hoboken Municipal Court #2059900810

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

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

MEETING: April 20, 2016

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

REVIEWED BY:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporate Counsel



April 1, 2016

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

Dear Kerri,

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

Regards,

A handwritten signature in black ink, appearing to read 'Nancy Iacobucci', with a long horizontal line extending to the right.

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



MUNICIPAL COURT OF HOBOKEN
Hudson County



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

Honorable Judge
Michael A. Mongiello, CJMC

Court Administrator
Kerri Azzoline

Honorable Judge
Cataldo F. Fazio, JMC

March 24, 2016

Nancy Iacobucci
Investors Bank
500 Clifton Avenue
Clifton, NJ 07011

Dear Nancy,

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

Thank you very much.

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

Kerri Azzoline
Court Administrator

Cc: Chris Bldwin

Introduced By: _____

Second By: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

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

SEE ATTACHED SCHEDULE

Meeting date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Corporation Counsel

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

Introduced By: _____

Second By: _____

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling **\$12,060.91**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Corelogic 1 Corelogis Dr Westlake, TX 76262	268.01/3/C00C1	1500 Hudson St	2/16	\$1,553.14
WellsFargo Rets 1 Home Campus MAC-F2302-035 Des Moines, IA 50328	89/12/C0P62	501 Ninth Street	1/16	\$ 112.28
John W. Gomez 1500 Washington Street #5C Hoboken, NJ 07030	268.01/2/C005C	1500 Washington St	3&4/15	\$3,898.55
Joseph Stanczyk 1207 Park Avenue Hoboken, NJ 07030	253/4	1207 Park Avenue	3/15	\$4,761.03
Max Title Agency, LLC 70 S Orange Avenue, Ste 225 Livingston, NJ 07039 Meeting date: April 20, 2016	268.01/2/C011V	1500 Washington St	4/15	\$1,735.91

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Corporation Counsel

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

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

BE IT RESOLVED, that the attached Meeting Minutes for the City of Hoboken's Regular and Special of the City Council of **March 2, 2016** have been reviewed by the Governing Body, and are hereby approved by the Governing Body, and said Meeting Minutes shall now be made public, except to the extent said minutes include closed execution session discussions, which shall remain confidential until the need for confidentiality no longer exists, at which point the matters discussed therein will be made available to the public in accordance with applicable law.

Approved as to substance:

Approved as to form:

City Clerk

Corporation Counsel

Meeting Date: April 20, 2016

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

Sponsored by: _____
 Seconded by: _____

CITY OF HOBOKEN
 ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND SUPPLEMENT AN ORDINANCE ESTABLISHING A SCHEDULE OF CLASSIFICATIONS AND ALLOCATIONS OF TITLE FOR THE HEREIN MENTIONED POSITIONS IN THE CITY OF HOBOKEN

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DO ORDAIN AS FOLLOWS;

1. The Alphabetical List of Titles, City of Hoboken, set forth in City Code to which this Ordinance is an amendment and supplement shall be, and the same is hereby, amended and supplemented so that the titles, salaries and ranges contained herein shall be amended as follows on the attached list, which is incorporated by reference. The remainder of the Alphabetical List of Titles, City of Hoboken, set forth in the City Code shall remain unchanged as a result of this Ordinance.
2. If the Alphabetical List of Titles, City of Hoboken, herein set forth contains any position or positions which are not enumerated in the Plan for the Standardization of Municipal Class Titles, which is a part of the Code to which this Ordinance is an amendment, then in that event, the duties of the said position or positions shall be those which pertain to the particular position and positions set forth in any other ordinance adopted and now in force and effect in any statute of the State of New Jersey.
3. The provisions of this Ordinance shall in no way affect the tenure or Civil Service status of any employees presently employed by the City of Hoboken in any of the various positions set forth in the Alphabetical List of Titles, City of Hoboken.
4. The Alphabetical List of Titles referred to herein as well as the salary ranges for all positions in the City shall be on file in the Office of the City Clerk.
5. All ordinances or parts of ordinances inconsistent herewith are herewith repealed.
6. This ordinance shall take effect as provided by law.

Date of Introduction: April 20, 2016

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

Mellissa Longo, Corporation Counsel

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

James Farina, City Clerk

Vetoed by the Mayor for the following
reasons: _____

-or-

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

Dawn Zimmer, Mayor

Title	Minimum	Maximum
Assistant Data Processing Coordinator	\$20,000.00	\$55,000.00
Chief Code Enforcement Officer	\$40,000.00	\$78,000.00
Code Enforcement Officer - Trainee (part time)	\$13.00	\$15.00
Executive Secretary	\$59,000.00	\$81,000.00
Secretary	\$56,000.00	\$78,000.00

Sponsored by: _____

Seconded by: _____

City of Hoboken
Ordinance No.: _____

**AN ORDINANCE AMENDING CHAPTER §44 (LAND USE PROCEDURES) UPDATING
APPENDICES AND FORMS**

WHEREAS, the application form, checklists and fee schedule associated with applications for development before the Planning Board and Zoning Board of Adjustment are reviewed periodically to assure that the documents required, the format for submission, and the application and escrow fees remain current, and

WHEREAS, the City of Hoboken wishes to maintain the currency of these forms to assure the highest level of efficiency and functionality possible,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, that Chapter 44 of the Administrative Code of the City of Hoboken shall be amended as follows:

Chapter 44 Appendices:

The following attachments, adopted by and made a part of Chapter 44, are deleted in full and hereby updated with the following versions, as attached hereto:

Appendix A:

- 1) Planning Board & Board of Adjustment Application for Development
- 2) Checklist for Subdivision Application
- 3) Checklist for Site Plan Application
- 4) Checklist for Variance Application
- 5) Checklist for Conditional Use and Wireless Telecommunications Site Plan Applications

Appendix B:

- 1) Planning Board & Board of Adjustment Fee Schedule

SECTION THREE: REPEAL OF INCONSISTENT PROVISIONS

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

SECTION FOUR: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not effect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FIVE: EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication as provided by law.

SECTION SIX: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: April 20, 2016

Introduced:

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

Final Reading:

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

Approved as to Legal Form:

 , Corporation Counsel

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

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons:

-or-
 Approved by the Mayor
 On the ____ day of _____ 2016

 Dawn Zimmer, Mayor

Application No.:

Property Address:

CHECKLIST FOR CONDITIONAL USE & WIRELESS TELECOMMUNICATION SITE PLAN APPLICATIONS

The followings items are required for submission of a complete application to the Planning Board or Zoning Board of Adjustment. Some items may not apply to all applications. The applicant may request that certain items be waived by the Board. This checklist contains a summary of the requirements specified in Chapter 44 - Land Use, of the Code of the City of Hoboken.

REQUIRED FOR ALL APPLICATIONS:

<input type="checkbox"/>	1. Completed application, checklist, drawings and presentation materials submitted in digital format (pdf or similar, cd or thumb drive), plus 1 full set of hard copies submitted to the Board Secretary. Additional copies will be specified later.
<input type="checkbox"/>	2. Fees; administrative fees and escrow fees in two (2) separate checks payable to the City of Hoboken. Fee schedule is available on the city web site and from the Board Secretary.
<input type="checkbox"/>	3. Certification of taxes paid. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	4. Affidavit of non-collusion. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	5. Contribution disclosure statement: one affidavit/list of contributions form for each owner, applicant, developer, and professional associated with the application for development. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	6. Property survey: 2 original signed and sealed copies. Survey shall show existing conditions, easements, deed restrictions and covenants where applicable, topographical contours, FEMA flood notations and elevations.
<input type="checkbox"/>	7. Photographs of the building(s) and/or property; front and rear views; side view (where visible).
<input type="checkbox"/>	8. Elevation Certificate: 2 original signed and sealed copies. Required if subject property is located within a Special Flood Hazard Area pursuant to Chapter 104 Flood Damage Prevention of the Hoboken Municipal Code.
<input type="checkbox"/>	9. A Flood Plain Administrator review letter; required if subject property is located within a Special Flood Hazard Area.
<input type="checkbox"/>	10. Site plan drawings signed and sealed by a N.J.P.L.S., N.J.P.E., N.J.P.P., N.J.R.A., or N.J.C.L.A. as required, in a size not to exceed 2' by 3', and folded with title block revealed: 2printer, 1 electronic copies. Complete drawing set shall include the following:
<input type="checkbox"/>	a. Title block including: name of development; name, signature, address, and license number of the professional(s) who prepared the plans; and the name and address of the applicant and the owner.
<input type="checkbox"/>	b. Date of original preparation and the dates of each revision, where applicable.
<input type="checkbox"/>	c. Signature block or other appropriate place for the signatures of the Board Chair, Secretary and professionals.
<input type="checkbox"/>	d. Zoning compliance table.
<input type="checkbox"/>	e. Key map showing the entire tract; the zone in which the subject property is located; all property and buildings within 200' of the subject property; and the Tax Map block and lot numbers and owners names for each parcel.
<input type="checkbox"/>	f. Scale and north arrow and key map relating the site to the streets in the surrounding area (for 200' radius).
<input type="checkbox"/>	g. Zone district in which the lot or lots are located and the zone district or districts of all the immediately adjoining lots.
<input type="checkbox"/>	h. Detailed architectural plans and elevations including, at minimum: existing and proposed principal building or structure and all accessory buildings or structures, if any, with dimensions showing present and finished grade elevations at all corners and entrances of said buildings or structures; complete floor plans; front and rear elevations with detailed facade specifications.
<input type="checkbox"/>	11. Any and all other information and data necessary to meet the requirements of this chapter not listed above.

FOR CONDITIONAL USE APPLICATIONS PROVIDE THE FOLLOWING:

(in addition to documents 1-11 required for all applications, please provide documents 12-20 for conditional use application)

<input type="checkbox"/>	12. The present use and the proposed conditional use of the subject property.
<input type="checkbox"/>	13. A list of the standards and requirements for the specific use as set forth in § 196-38 of the Hoboken Municipal Code.
<input type="checkbox"/>	14. Documentation; written and pictorial (drawn and/or photographic) demonstrating how the standards for the particular conditional use have been or can be met.

- 15. A detailed description of the proposed use including but not limited to, hours of operation, number of employees, projected occupancy, intended programming, and security provisions.
- 16. A traffic impact report for uses under 3,000 square feet. A traffic study and circulation plan shall be required for uses exceeding 5,000 square feet.
- 17. A neighborhood impact report. This report should address issues including, but not limited to, physical design of the proposed development for public services, control over vehicle and pedestrian traffic, and the provision of amenities to ensure light and air, recreation and visual enjoyment.
- 18. A noise mitigation plan, where applicable.
- 19. Photographic representation of all existing and proposed signs, their size, nature of construction and location, including any temporary signs to be utilized by the conditional use.
- 20. A Resolution of Redeveloper Designation by the City Council and executed Redevelopers Agreement must be provided when subject property is located within a designated redevelopment or rehabilitation area where a redevelopment plan has been adopted.

FOR WIRELESS TELECOMMUNICATION APPLICATIONS PROVIDE THE FOLLOWING:

(in addition to documents 1-11 required for all applications, please provide documents 21-30 for wireless telecom application)

- 21. Proof that the applicant is licensed by the FCC to provide telecommunications services.
- 22. Key map and written description of all existing and approved antennas and supporting structures within city boundaries.
- 23. Key map showing all existing and approved tall structures within 1 mile of the subject site.
- 24. Representation of how the subject site specifically relates to the overall objective of providing full wireless communication services within the City of Hoboken while, at the same time, limiting the number of supporting locations through the use of co-locations.
- 25. List of all telecommunications equipment, by provider, already located at the subject site and at sites within 1,000' of the subject site.
- 26. Representation of how the impact of the antennas, accessory equipment, and supporting structures will be minimized as to their impact on residences, streetscapes and view corridors.
- 27. A supplemental zoning compliance table representing separation requirements, area of setback, and maximum height requirements for proposed installation.
- 28. Affidavit of compliance with current FCC information concerning wireless telecommunication towers and radio frequency emissions standards.
- 29. Itemized list of all abandoned or obsolete antennas and equipment to be removed from the subject site.
- 30. Copies of approvals of other government agencies as may be required or an affidavit indicating that application has been made to such agencies; i.e. Hoboken Historic Preservation Commission, Hudson County Planning (where applicable).

WAIVERS REQUESTED (provide detailed reason for request, add additional sheets if necessary):

Application No.:

Property Address:

CHECKLIST FOR SITE PLAN APPLICATIONS

The following items are required for submission of a complete application to the Planning Board or Zoning Board of Adjustment. Some items may not apply to all applications. The applicant may request that certain items be waived by the Board. This checklist contains a summary of the requirements specified in Chapter 44 - Land Use, of the Code of the City of Hoboken.

REQUIRED FOR ALL APPLICATIONS:

<input type="checkbox"/>	1. Completed application, checklist, drawings and presentation materials submitted in digital format (pdf or similar, cd or thumb drive), plus 1 full set of hard copies submitted to the Board Secretary. Additional copies will be specified later.
<input type="checkbox"/>	2. Fees; administrative fees and escrow fees in two (2) separate checks payable to the City of Hoboken. Fee schedule is available on the city web site and from the Board Secretary.
<input type="checkbox"/>	3. Certification of taxes paid. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	4. Affidavit of non-collusion. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	5. Contribution disclosure statement: one affidavit/list of contributions form for each owner, applicant, developer, and professional associated with the application for development. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	6. A Resolution of Redeveloper Designation by the City Council and executed Redevelopers Agreement must be provided when subject property is located within a designated redevelopment or rehabilitation area where a redevelopment plan has been adopted.
<input type="checkbox"/>	7. Property survey: 2 original signed and sealed copies. Survey shall show existing conditions, easements, deed restrictions and covenants where applicable, topographical contours, FEMA flood notations and elevations.
<input type="checkbox"/>	8. Photographs of the building(s) and/or property; front and rear views; side view (where visible).
<input type="checkbox"/>	9. Elevation Certificate: 2 original signed and sealed copies. Required if subject property is located within a Special Flood Hazard Area pursuant to Chapter 104 Flood Damage Prevention of the Hoboken Municipal Code.
<input type="checkbox"/>	10. A Flood Plain Administrator review letter; required if subject property is located within a Special Flood Hazard Area.
<input type="checkbox"/>	11. Environmental conditions and/or remediation documentation inclusive of either a Phase I Environmental Site Analysis (ESA) pursuant to EPA regulations; or a Preliminary Assessment (PA) pursuant to NJDEP standards.
<input type="checkbox"/>	12. A traffic study and circulation plan: required for development applications creating 10 or more dwelling units, 5,000 square feet or more of commercial space, and/or any increase in density or intensity of use.
<input type="checkbox"/>	13. Neighborhood impact report. This report should address issues including, but not limited to, physical design of the proposed development for public services, control over vehicle and pedestrian traffic, and the provision of amenities to ensure light and air, recreation and visual enjoyment.
<input type="checkbox"/>	14. Site plan drawings signed and sealed by a N.J.P.L.S., N.J.P.E., N.J.P.P., N.J.R.A., or N.J.C.L.A. as required, in a size not to exceed 2' by 3', and folded with title block revealed: 2 printed, 1 electronic copies. Complete drawing set shall include the following:
<input type="checkbox"/>	a. Title block including: name of development; name, signature, address, and license number of the professional(s) who prepared the plans; and the name and address of the applicant and the owner.
<input type="checkbox"/>	b. Date of original preparation and the dates of each revision, where applicable.
<input type="checkbox"/>	c. Signature block or other appropriate place for the signatures of the Board Chair, Secretary and professionals.
<input type="checkbox"/>	d. Zoning compliance table.
<input type="checkbox"/>	e. Key map showing the entire tract; the zone in which the subject property is located; all property and buildings within 200' of the subject property; and the Tax Map block and lot numbers and owners names for each parcel.
<input type="checkbox"/>	f. Scale and north arrow and key map relating the site to the streets in the surrounding area (for 200' radius).
<input type="checkbox"/>	g. Zone district in which the lot or lots are located and the zone district or districts of all the immediately adjoining lots.
<input type="checkbox"/>	h. Detailed architectural plans and elevations including, at minimum: existing and proposed principal building or structure and all accessory buildings or structures, if any, with dimensions showing present and finished grade elevations at all corners and entrances of said buildings or structures; complete floor plans; front and rear elevations with detailed facade specifications.
<input type="checkbox"/>	15. Any and all other information and data necessary to meet any of the requirements of this chapter not listed above.

FOR MAJOR SITE PLAN APPLICATIONS PROVIDE THE FOLLOWING:

(in addition to document 1-15 required for all applications, please provide documents 16-34 for Major Site Plan application)

<input type="checkbox"/>	16. Location, size and nature of all existing and proposed rights-of-way, easements and other encumbrances which may affect the lot or lots in question.
<input type="checkbox"/>	17. Location, size and nature of the entire lot or lots in question and any contiguous lots owned by the applicant or in which the applicant has a direct or indirect interest.
<input type="checkbox"/>	18. Locations, names, and right-of-way widths of all existing and proposed streets and sidewalks abutting the lot or lots in question.
<input type="checkbox"/>	19. Property lines of all abutting properties, together with the names and addresses of the owners as disclosed on the City Tax Maps and tax rolls as of the date of the site plan application, and the location of the existing structures within 100 feet of the property line for properties abutting the site in question.
<input type="checkbox"/>	20. Present and proposed topography, based on NJ Geodetic Control Survey datum, at two-foot contour intervals, including 100 feet outside the site to show the relationship to adjoining properties.
<input type="checkbox"/>	21. Existing and proposed utility connections.
<input type="checkbox"/>	22. Location, type and size of existing and proposed catch basins and storm drainage facilities, both frame and invert elevations and all utilities, both above and below ground.
<input type="checkbox"/>	23. A map showing the entire drainage area and the drainage area contributing to each pertinent drainage structure along with drainage tabulation sheets showing calculations for each drainage area.
<input type="checkbox"/>	24. Stormwater management plan (required with applications for new construction or expansion of an existing structure).
<input type="checkbox"/>	25. Soil erosion and sediment control plan for sites where over 5,000 square feet of ground area is being disturbed.
<input type="checkbox"/>	26. Streetscape elevations of proposed buildings and all adjacent buildings along the same block frontage.
<input type="checkbox"/>	27. Landscape plans showing materials and specifications of all fencing, patios, walls, screening and buffer areas; a legend and plant schedule listing the botanical and common names, sizes and quantity of each proposed plant type; and a tree removal and planting plan including caliper and height of all existing and proposed trees and shrubs prepared by an architect, engineer, professional planner or a licensed landscape architect.
<input type="checkbox"/>	28. All existing and proposed exterior lighting, including size, nature of construction, location, height, the area and direction of illumination and the lumen power.
<input type="checkbox"/>	29. Location, type and size of existing and proposed curbs, sidewalks, driveways, street pavement widening, parking space areas and the layouts (subject to § 196-40), and all off-street loading areas, together with the dimensions of all the foregoing for the site and the nearest portions of properties abutting the site. Non-residential development plans should include number of employees, total and maximum, on one shift.
<input type="checkbox"/>	30. Solid waste storage and recycling plan pursuant to § 196-26.1 of the Hoboken Municipal Code.
<input type="checkbox"/>	31. All existing and proposed signs and their size, nature of construction and location, including any proposed temporary signs to be utilized during construction.
<input type="checkbox"/>	32. Cost estimates and proposed construction and maintenance bonds and construction time schedules related to building construction for any required improvements not proposed to be completed before the issuance of a certificate of occupancy.
<input type="checkbox"/>	33. Plans for any off-tract improvements, including cost estimates and calculations of the share to be borne by the developer.
<input type="checkbox"/>	34. Copies of approvals of other government agencies as may be required or an affidavit indicating that application has been made to such agencies, i.e. NJDEP, Hudson County Planning, North Hudson Sewerage, etc.

WAIVERS REQUESTED (provide detailed reason for request, add additional sheets if necessary):

Application No.:

Property Address:

CHECKLIST FOR SUBDIVISION APPLICATIONS

The following items are required for submission of a complete application to the Planning Board or Zoning Board of Adjustment. Some items may not apply to all applications. The applicant may request that certain items be waived by the Board. This checklist contains a summary of the requirements specified in Chapter 44 - Land Use, of the Code of the City of Hoboken.

REQUIRED FOR ALL APPLICATIONS:

<input type="checkbox"/>	1. Completed application, checklist, drawings and presentation materials submitted in digital format (pdf or similar, cd or thumb drive), plus 1 full set of hard copies submitted to the Board Secretary. Additional copies will be specified later.
<input type="checkbox"/>	2. Fees; administrative fees and escrow fees in two (2) separate checks payable to the City of Hoboken. Fee schedule is available on the city web site and from the Board Secretary.
<input type="checkbox"/>	3. Certification of taxes paid. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	4. Affidavit of non-collusion. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	5. Contribution disclosure statement: one affidavit and list of contributions form for each owner, applicant, developer, and professional associated with the application for development. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	6. A Resolution of Redeveloper Designation by the City Council and executed Redevelopers Agreement must be provided when subject property is located within a designated redevelopment or rehabilitation area where a redevelopment plan has been adopted.
<input type="checkbox"/>	7. Property survey; 2 original copies signed and sealed by a N.J.P.L.S. Survey shall show existing conditions, easements, deed restrictions and covenants where applicable, topographical contours, FEMA flood notations and elevations.
<input type="checkbox"/>	8. Photographs of the building(s) and/or property; front and rear views; side view (where visible).
<input type="checkbox"/>	9. Elevation Certificate; 2 original copies signed and sealed by a N.J.P.L.S. Required if subject property is located within a Special Flood Hazard Area pursuant to Chapter 104 Flood Damage Prevention of the Hoboken Municipal Code.
<input type="checkbox"/>	10. A Flood Plain Administrator review letter; required if subject property is located within a Special Flood Hazard Area.
<input type="checkbox"/>	11. Environmental conditions and/or remediation documentations inclusive of either a Phase I Environmental Site Analysis (ESA) pursuant to EPA regulations; or a Preliminary Assessment (PA) pursuant to NJDEP standards.
<input type="checkbox"/>	12. A traffic study and circulation plan: required for development applications creating 10 or more dwelling units, 5,000 square feet or more of commercial space, and/or any increase in density or intensity of use.
<input type="checkbox"/>	13. Neighborhood impact report. This report should address issues including, but not limited to, physical design of the proposed development for public services, control over vehicle and pedestrian traffic, and the provision of amenities to ensure light and air, recreation and visual enjoyment.
<input type="checkbox"/>	14. Plat map and plans signed and sealed by a N.J.P.L.S., N.J.P.E., N.J.P.P., N.J.R.A., or N.J.C.L.A., as required, in a size not to exceed 2' by 3', and folded with title block revealed: 2 printed, 1 electronic copies. Plat maps and plans shall include the following:
<input type="checkbox"/>	a. Title block including: name of development; name, signature, address, and license number of the professional(s) who prepared the plans; and the name and address of the applicant and the owner.
<input type="checkbox"/>	b. Date of original preparation and the dates of each revision, where applicable.
<input type="checkbox"/>	c. Signature block or other appropriate place for the signatures of the Board Chair, Secretary and professionals.
<input type="checkbox"/>	d. Scale (written and graphic) and north arrow with reference meridian.
<input type="checkbox"/>	e. Key map showing the entire tract; the zone in which the subject property is located; all property and buildings within 200' of the subject property; and the Tax Map sheet, block and lot numbers and owners names for each parcel.
<input type="checkbox"/>	f. The location of that portion which is to be subdivided in relation to the entire tract.
<input type="checkbox"/>	g. A schedule indicating the acreage of the tract to be subdivided to the nearest tenth of an acre, the number of lots, the zone, minimum required lot areas, proposed area for each new lot, and the required and proposed setbacks, yards and dimensions clearly identifying all variances required.
<input type="checkbox"/>	h. Existing tract boundary lines and all proposed lot lines with bearings and distances.
<input type="checkbox"/>	i. Existing block and lot number(s) of the property to be subdivided as they appear on the Tax Map, and proposed block and lot number(s) as approved in writing by the Tax Assessor (approval letter to be attached).
<input type="checkbox"/>	j. Locations, names, and right-of-way widths of all existing and proposed streets and sidewalks within a 200' radius of the lot or lots in question, and the distance in feet to the nearest intersection(s).

<input type="checkbox"/> k. All existing structures within the entire tract to be subdivided; their numerical dimensions, and an indications as to whether each structure is to be retained or removed.
<input type="checkbox"/> l. A tree removal and planting plan including the caliper and height of all existing and proposed trees.
<input type="checkbox"/> m. Location, type and size of all existing and proposed curbs, sidewalks, driveways, parking areas, off and on-street loading areas, streams or watercourses, floodplains, railroads, bridges, culverts, drain pipes, and any other natural features within the tract or within 200' thereof.
<input type="checkbox"/> n. Existing and proposed utility connections and source of service.
<input type="checkbox"/> o. A flood hazard map showing lands subject to flooding, FEMA designated flood zones and 100-year flood elevations, within the tract and within 200' thereof.
<input type="checkbox"/> p. A copy of any existing or proposed easements, covenants or deed restrictions applying to the land being subdivided, or certificate that non exist, shall be provided to the Board.
<input type="checkbox"/> q. A statement from the applicant noting if the subdivision will be perfected by deed or by map.
<input type="checkbox"/> r. If the subdivision is to be perfected by the filing of a map, the map must show all existing and proposed monuments, and must conform to all of the requirements set forth in the Map Filing Law (N.J.S.A. 46:26 et seq).
<input type="checkbox"/> s. If the subdivision is to be perfected by deed, then the appropriate deed documents, including metes and bounds, easements, covenants, restrictions and roadway and sight triangle dedications shall be submitted to the Board for approval prior to filing with the County Recording Officer.
<input type="checkbox"/> t. If the subdivision involves any street(s) which do not conform to the right-of-way widths specified in the Master Plan or on the Official Map of the City of Hoboken, a plan must be submitted showing the additional width of right-of-way to make the street(s) conforming which shall be granted to the Municipality or other agency having jurisdiction.
<input type="checkbox"/> 15. Any and all other information and data necessary to meet any of the requirements of this chapter not listed above.

FOR MAJOR SUBDIVISION APPLICATIONS PROVIDE THE FOLLOWING:

(in addition to document 1-15 required for all applications, please provide documents 16-22 for Major Subdivision application)

<input type="checkbox"/> 16. A detailed layout of the proposed subdivision showing all existing and/or proposed lots, street, utilities, curbs, sidewalks, traffic and street signs, street lighting and grading and drainage improvements, including plans, profiles, cross-sections and construction details.
<input type="checkbox"/> 17. Present and proposed topography, based on NJ Geodetic Control Survey datum, at two-foot contour intervals, including 100 feet outside the site to show the relationship to adjoining properties.
<input type="checkbox"/> 18. Location, type and size of existing and proposed catch basins and storm drainage facilities, both frame and invert elevations and all utilities, both above and below ground.
<input type="checkbox"/> 19. A map showing the entire drainage area and the drainage area contributing to each pertinent drainage structure along with drainage tabulation sheets showing calculations for each drainage area.
<input type="checkbox"/> 20. Soil erosion and sediment control plan in conformance with the requirements of the County Soil Conservations District.
<input type="checkbox"/> 21. Statement of conformance to Residential Site Improvement Standards (RSIS).
<input type="checkbox"/> 22. Copies of approvals of other government agencies as may be required or an affidavit indicating that application has been made to such agencies, i.e. NJDEP, Hudson County Planning Board, Hudson County Soil Conservation District, North Hudson Sewerage, etc.

WAIVERS REQUESTED (provide detailed reason for request, add additional sheets if necessary):

Application No.: Property Address:

CHECKLIST FOR VARIANCE APPLICATIONS

The followings items are required for submission of a complete application to the Planning Board or Zoning Board of Adjustment. Some items may not apply to all applications. The applicant may request that certain items be waived by the Board. This checklist contains a summary of the requirements specified in Chapter 44 - Land Use, of the Code of the City of Hoboken.

REQUIRED FOR ALL APPLICATIONS:

<input type="checkbox"/>	1. Completed application, checklist, drawings and presentation materials submitted in digital format (pdf or similar, cd or thumb drive), plus 1 full set of hard copies submitted to the Board Secretary . Additional copies will be specified later.
<input type="checkbox"/>	2. Fees; administrative fees and escrow fees in two (2) separate checks payable to the City of Hoboken. Fee schedule is available on the city web site and from the Board Secretary.
<input type="checkbox"/>	3. Certification of taxes paid. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	4. Affidavit of non-collusion. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	5. Contribution disclosure statement: one affidavit/list of contributions form for each owner, applicant, developer, and professional associated with the application for development. Form available on the city's web site and from the Board Secretary.
<input type="checkbox"/>	6. A Resolution of Redeveloper Designation by the City Council and executed Redevelopers Agreement must be provided when subject property is located within a designated redevelopment or rehabilitation area where a redevelopment plan has been adopted.
<input type="checkbox"/>	7. Property survey: 2 original signed and sealed copies. Survey shall show existing conditions, easements, deed restrictions and covenants where applicable, topographical contours at two-foot intervals, FEMA flood notations and elevations.
<input type="checkbox"/>	8. Photographs of the building(s) and/or property; front and rear views; side view (where visible).
<input type="checkbox"/>	9. Elevation Certificate: 2 original signed and sealed copies. Required if subject property is located within a Special Flood Hazard Area pursuant to Chapter 104 Flood Damage Prevention of the Hoboken Municipal Code.
<input type="checkbox"/>	10. A Flood Plain Administrator review letter; required if subject property is located within a Special Flood Hazard Area.
<input type="checkbox"/>	11. Environmental conditions and/or remediation documentation inclusive of either a Phase I Environmental Site Analysis (ESA) pursuant to EPA regulations; or a Preliminary Assessment (PA) pursuant to NJDEP standards.
<input type="checkbox"/>	11. Neighborhood impact report. This report should address issues including, but not limited to, physical design of the proposed development for public services, control over vehicle and pedestrian traffic, and the provision of amenities to ensure light and air, recreation and visual enjoyment.
<input type="checkbox"/>	12. Site plan drawings signed and sealed by a N.J.P.L.S., N.J.P.E., N.J.P.P., N.J.R.A., or N.J.C.L.A. as required, in a size not to exceed 2' by 3', and folded with title block revealed: 2 printed, 1 electronic copies. Complete drawing set shall include the following:
<input type="checkbox"/>	a. Title block including: name of development; name, signature, address, and license number of the professional(s) who prepared the plans; and the name and address of the applicant and the owner.
<input type="checkbox"/>	b. Date of original preparation and the dates of each revision, where applicable.
<input type="checkbox"/>	c. Signature block or other appropriate place for the signatures of the Board Chair, Secretary and professionals.
<input type="checkbox"/>	d. Zoning compliance table.
<input type="checkbox"/>	e. Key map showing the entire tract; the zone in which the subject property is located; all property and buildings within 200' of the subject property; and the Tax Map block and lot numbers and owners names for each parcel.
<input type="checkbox"/>	f. Scale and north arrow and key map relating the site to the streets in the surrounding area (for 200' radius).
<input type="checkbox"/>	g. Zone district in which the lot or lots are located and the zone district or districts of all the immediately adjoining lots.
<input type="checkbox"/>	h. Detailed architectural plans and elevations including, at minimum: existing and proposed principal building or structure and all accessory buildings or structures, if any, with dimensions showing present and finished grade elevations at all corners and entrances of said buildings or structures; complete floor plans; front and rear elevations with detailed facade specifications.
<input type="checkbox"/>	13. Any and all other information and data necessary to meet any of the requirements of this chapter not listed above.

APPLICATIONS FOR "C" VARIANCE PROVIDE THE FOLLOWING:

(in addition to documents 1-13 required for all applications, please provide documents 14-21 when applying for C variance)

<input type="checkbox"/> 14. A detailed description and visual representation of the exceptional topographic conditions or physical characteristics of the property, or the structures lawfully existing thereon, that preclude development as-of-right.
<input type="checkbox"/> 15. Proofs that the Municipal Land Use Law would be advanced by deviation from the zoning ordinance requirements; and
<input type="checkbox"/> 16. Proofs that the variance could be granted without detriment to the public good; and
<input type="checkbox"/> 17. Proofs that the benefits of the deviation would substantially outweigh any detriment; and
<input type="checkbox"/> 18. Proofs that the variance will not substantially impair the intent and purpose of the zone plan and zoning ordinance.
<input type="checkbox"/> 19. Location, size and nature of the entire lot or lots in question and any contiguous lots owned by the applicant or in which the applicant has a direct or indirect interest.
<input type="checkbox"/> 20. Streetscape elevation of proposed building(s) and all adjacent buildings along the same block frontage.
<input type="checkbox"/> 21. Stormwater management plan including location, type and size of existing and proposed catch basins and storm drainage facilities on the subject lot and 100 feet outside the site to show the relationship to adjoining property.

APPLICATIONS FOR "D" VARIANCE PROVIDE THE FOLLOWING:

(in addition to documents 1-13 required for all applications, please provide documents 22-42 when applying for D variance)

<input type="checkbox"/> 22. Proof of "special reasons" which promote the purposes of zoning as specified in the MLUL, N.J.S.A. 40:55D-2.
<input type="checkbox"/> 23. Location, size and nature of the entire lot or lots in question and any contiguous lots owned by the applicant or in which the applicant has a direct or indirect interest.
<input type="checkbox"/> 24. Locations, names, and right-of-way widths of all existing and proposed streets and sidewalks abutting the lot or lots in question.
<input type="checkbox"/> 25. A traffic study and circulation plan; required for development applications creating 10 or more dwelling units, 5,000 square feet of commercial space, and/or any increase in density or intensity of use.
<input type="checkbox"/> 26. Property lines of all abutting properties, together with the names and addresses of the owners as disclosed on the City Tax Maps and tax rolls as of the date of the site plan application, and the location of the existing structures within 100 feet of the property line for properties abutting the site in question.
<input type="checkbox"/> 27. Present and proposed topography, based on NJ Geodetic Control Survey datum, at two-foot contour intervals, including 100 feet outside the site to show the relationship to adjoining properties.
<input type="checkbox"/> 28. Existing and proposed utility connections.
<input type="checkbox"/> 29. Location, type and size of existing and proposed catch basins and storm drainage facilities, both frame and invert elevations and all utilities, both above and below ground.
<input type="checkbox"/> 30. A map showing the entire drainage area and the drainage area contributing to each pertinent drainage structure along with drainage tabulation sheets showing calculations for each drainage area.
<input type="checkbox"/> 31. Stormwater management plan (required with applications for new construction or expansion of an existing structure).
<input type="checkbox"/> 32. Soil erosion and sediment control plan for sites where over 5,000 square feet of ground area is being disturbed.
<input type="checkbox"/> 33. Streetscape elevations of proposed buildings and all adjacent buildings along the same block frontage.
<input type="checkbox"/> 34. Landscape plans showing materials and specifications of all fencing, patios, walls, screening and buffer areas; a legend and plant schedule listing the botanical and common names, sizes and quantity of each proposed plant type; and a tree removal and planting plan including caliper and height of all existing and proposed trees and shrubs prepared by an architect, engineer, professional planner or licensed landscape architect.
<input type="checkbox"/> 35. All existing and proposed exterior lighting, including size, nature of construction, location, height, the area and direction of illumination and the lumen power of each light.
<input type="checkbox"/> 36. Location, type and size of existing and proposed curbs, sidewalks, driveways, street pavement widening, parking space areas and the layout (subject to § 196-40), and all off-street loading areas, together with the dimensions of all the foregoing for the site and the nearest portions of properties abutting the site. Non-residential development plans should include number of employees, total and maximum, on one shift.
<input type="checkbox"/> 37. Solid waste storage and recycling plan pursuant to § 196-26.1 of the Hoboken Municipal Code.
<input type="checkbox"/> 38. All existing and proposed signs and their size, nature of construction and location, including any proposed temporary signs to be utilized during construction.

- 39. Cost estimates and proposed construction and maintenance bonds and construction time schedules related to building construction for any required improvements not proposed to be completed before the issuance of a certificate of occupancy.
- 40. Plans for any off-tract improvements, including cost estimates and calculations of the share to be borne by the developer.
- 41. Copies of approvals of other government agencies as may be required or an affidavit indicating that application has been made to such agencies, i.e. NJDEP, Hudson county Planning, North Hudson Sewerage, etc.
- 42. Any and all other information and data necessary to meet any of the requirements of this chapter not listed above.

WAIVERS REQUESTED (provide detailed reason for request, add additional sheets if necessary):

[Empty box for providing detailed reasons for waiver requests]

CITY OF HOBOKEN
Department of Community Development

DAWN ZIMMER
Mayor



BRANDY FORBES
Director

MEMORANDUM

DATE: April 13, 2016

TO: Hoboken City Council

CC: Mayor Dawn Zimmer
Quentin Wiest, Business Administrator
Alysia Proko, Interim Corporation Counsel

FROM: Brandy Forbes, Community Development Director *BF*

RE: Land Use Checklists and Fee Schedule

In an effort to remain current with the needs of the Planning Board and Zoning Board of Adjustment, my department periodically reviews the forms and checklists used for board applications and we consulted with the Board Secretary and the Board Professionals to get their feedback and recommendations. Similarly, we review the application and escrow fees to assure they meet the needs of a typical application.

On the City Council agenda for April 20, 2016 is an ordinance on introduction for amending these checklists and fee schedule to address these recommendations. This memo explains the feedback and proposed changes.

Most notably, both boards requested that the submission documents be provided electronically to reduce paper and waste. Both boards have frequently requested that photographs of the front and back of the subject building(s) be provided. Boards have also handled a few applications where environmental conditions were considered and asked that related documentation be added to the general submission. As a result, the following changes are proposed, subject to your approval:

Application – the functionality of a couple of entry fields was corrected where the entry format was not working properly on the electronic form. Otherwise, no changes to content.

Fee Schedule – the escrow fees for dimensional and use variances was revised from “\$1000 if NOT part of Site Plan; \$3000 w/Site Plan” to a flat fee of \$2500.

All Checklist – (1) Submission requirements were changed to include application, checklist, drawings and presentation materials submitted electronically, reducing the number of hard copies to be submitted; (2) Photographs of the building(s) and/or property was amended to specify “front and rear views; side view (where visible)”; (3) “Any and all other information...” was moved to the “REQUIRED FOR ALL APPLICATIONS” section; and (4) Forms were renumbered to accommodate changes.

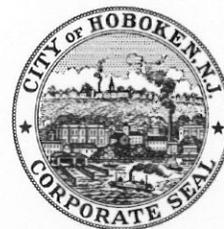
For only the Site Plan, Subdivision and Variance Checklists – (1) require submission of environmental conditions and remediation data for the application site; and (2) removed an incorrect code reference under landscape plan.

Thank you for your consideration of these changes. If you have any questions, please contact Business Administrator Quentin Wiest.

CITY OF HOBOKEN

PLANNING BOARD & BOARD OF ADJUSTMENT

94 Washington Street, Hoboken, NJ 07030



APPLICATION FOR DEVELOPMENT

For office use only:

Date/Time Received: _____ Application No.: _____

Certified Complete: _____ Planning Board Board of Adjustment

1. PROPERTY INFORMATION:

Property Address: _____ Block: _____ Lots: _____

Zone District: _____ Overlay: _____ Tax Map No: _____

Present Use / Description:

Have there been any previous, known applications involving these premises? Yes No
 If yes, nature of application, date and determination:

Is there adjacent property in common ownership? Yes No If yes, address of property and description of its present use:

Are there any restriction, covenants, easements, association by-laws, existing or proposed on the property?
 Yes [copies must be attached to the application] No Proposed [describe nature of agreement and status below]

2. APPLICANT INFORMATION:

Corporation/LLC Partnership Individual

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Applicant's signature:

3. OWNER INFORMATION:

Corporation/LLC Partnership Individual

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Owner's signature:

4. OWNERSHIP DISCLOSURE STATEMENT

Pursuant to N.J.S.A. 40:55d-48.1, the names and addresses of all persons owning 10% or more of the stock in a corporate applicant or 10% or greater interest in any partnership application must be disclosed. In accordance with N.J.S.A. 40:55D-48.2 that disclosure requirement applies to any corporation or partnership which owns 10% or more interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners exceeding the 10% ownership criterion have been disclosed. (Attache additional pages as necessary to comply).

Additional pages attached: Yes No

Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>
Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>
Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>
Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>
Name:	<input type="text"/>	Address:	<input type="text"/>	% Interest:	<input type="text"/>

5. APPLICANT'S ATTORNEY (Corporations must be represented by an attorney):

Name:	<input type="text"/>	Address:	<input type="text"/>		
Phone:	<input type="text"/>	Fax:	<input type="text"/>	E-mail:	<input type="text"/>

6. APPLICANT'S ARCHITECT:

Name:	<input type="text"/>	Address:	<input type="text"/>		
Phone:	<input type="text"/>	Fax:	<input type="text"/>	E-mail:	<input type="text"/>

7. APPLICANT'S ENGINEER (if applicable):

Name:	<input type="text"/>	Address:	<input type="text"/>		
Phone:	<input type="text"/>	Fax:	<input type="text"/>	E-mail:	<input type="text"/>

8. APPLICANT'S PLANNER (if applicable):

Name:	<input type="text"/>	Address:	<input type="text"/>		
Phone:	<input type="text"/>	Fax:	<input type="text"/>	E-mail:	<input type="text"/>

9. NATURE OF THE APPLICATION (check all applicable items):

- | | | |
|--|---|---|
| <input type="checkbox"/> Conceptual Subdivision Plan | <input type="checkbox"/> Conceptual Site Plan | <input type="checkbox"/> Conditional Use Approval |
| <input type="checkbox"/> Minor Subdivision | <input type="checkbox"/> Minor Site Plan | <input type="checkbox"/> "C" Variance(s) |
| <input type="checkbox"/> Major Subdivision; Preliminary | <input type="checkbox"/> Site Plan; Preliminary Residential | <input type="checkbox"/> "D" Variance(s) |
| <input type="checkbox"/> Major Subdivision; Final | <input type="checkbox"/> Site Plan; Preliminary Non-Residential | <input type="checkbox"/> Appeal of Administrative Decision |
| <input type="checkbox"/> Amendment to Approved Plat | <input type="checkbox"/> Site Plan Approval; Final | <input type="checkbox"/> Interpretation of Zoning Map or Ord. |
| <input type="checkbox"/> Wireless Telecommunication App. | <input type="checkbox"/> Amendment to approved Site Plan | <input type="checkbox"/> |

Other: _____

10. BRIEF DESCRIPTION OF PROJECT (Indicate type of use proposed, size of structure, hours of operation, number of employees, number of parking spaces, number of dwelling units, intention to sell or rent, and any other information for consideration of this application):

11. DOES THIS APPLICATION COMPLY WITH ALL REQUIREMENTS OF THE ZONE? If not, list all areas of noncompliance, the article, section and variance(s) requested and state the principal points on which the variance request is made. (Attach additional sheet if necessary, and note the attachment below.)

12. CHECK ALL OTHER PERMITS OR APPROVALS REQUIRED BY MUNICIPAL, COUNTY, STATE OR FEDERAL LAW AND THE STATUS OF EACH:

<input type="checkbox"/> NJ Department of Environmental Protection	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> NJ Department of Transportation	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hudson County Division of Planning	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> North Hudson Sewerage Authority	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hoboken Water Service (United Water)	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hoboken Flood Plain Administration	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hoboken Historic Preservation Commission	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> Hoboken Shade Tree Commission	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>
<input type="checkbox"/> _____	<input type="checkbox"/> Approved	<input type="checkbox"/> Pending Approval	Date Submitted: <input type="text"/>

ZONING BOARD OF ADJUSTMENT APPLICATION FOR APPEAL, INTERPRETATION OR VARIANCE

In addition to sections 1-12 and 18, applicants to the Zoning Board of Adjustment must also completed sections 13 thru 16 (as applicable).

13. WHAT IS THE NATURE OF THIS BOARD OF ADJUSTMENT APPLICATION (check all that apply):

- Appeal from Zoning Officer based on or made in the enforcement of the zoning ordinance subject to N.J.S.A. 40:55D-70a (complete section 14)
- Interpretation of the zoning map or ordinance subject to N.J.S.A. 40:55D-70b (complete section 14)
- Certification of a non-conformity subject to N.J.S.A. 40:55D-68 (complete section 14)
- Hardship variance subject to N.J.S.A. 40:55D-70c(1) (complete sections 15 and 17)
- Flexible variance subject to N.J.S.A. 40:55D-70c(2) (complete sections 15 and 17)
- Variance for principal structure or use not permitted in the zone subject to N.J.S.A. 40:55D-70d(1) (complete sections 16 and 17)
- Expansion of a non-conforming structure or use subject to N.J.S.A. 40:55D-70d(2) (complete sections 16 and 17)
- Deviation from conditional use standards subject to N.J.S.A. 40:55D-70d(3) (complete sections 16 and 17)
- Increase in floor-area-ratio subject to N.J.S.A. 40:55D-70d(4) (complete sections 16 and 17)
- Increase in permitted density subject to N.J.S.A. 40:55D-70d(5) (complete sections 16 and 17)
- Height of a principal structure subject to N.J.S.A. 40:55D-70d(6) (complete sections 16 and 17)

14. APPLICATIONS FOR APPEAL, INTERPRETATION OR CERTIFICATION OF NON-CONFORMITY; in the space provided below, please list all documents attached hereto.

- A. For appeals, attached documents must include a written statement of fact including pertinent dates, history of the property, and ordinance references, and a copy of the of the decision of the Zoning Officer.
- B. For interpretations; attached documents must include a statement of interpretation of the map or ordinance in question, a copy of the zoning map or ordinance section subject to interpretation, and a copy of prior administrative decisions on subject property.
- C. For certification of non-conformity, attachments must include a history of the property with substantiating documents, photographs, and any other materials providing proof that the non-conformity existed prior to adoption of the Ordinance.
- D. If an application for variance is being submitted simultaneously with an application for appeal or interpretation, the application shall be completed, and all required documents submitted as if applying for the necessary "C" or "D" variances. Documents related to the appeal or interpretation should be submitted as a subset of the variance application.

15. APPLICATIONS FOR "C" VARIANCE (pursuant to N.J.S.A. 40:55D-70c(1) or (2)) COMPLETE THE FOLLOWING:

What are the exceptional circumstances or conditions applicable to the subject property preventing reasonable development and use of the property that do not apply generally to other properties in the same zone?

Describe the benefits that the proposed development application will provide to the community:

State how the proposed development application can be granted without substantial detriment to the public good:

State how the proposed development application can be granted without substantially impairing the intent and purpose of the Master Plan and Zoning Ordinance:

16. APPLICATIONS FOR "D" VARIANCE (pursuant to N.J.S.A. 40:55D-70d(1) thru (6)) COMPLETE THE FOLLOWING (attach additional pages only if necessary):

In the space provided below, identify each variance requested in conjunction with this application, the exact nature of each variance must be indicated and the statutory basis upon which the application is being made so noted.

State how the proposed development application can be granted without substantial detriment to the public good:

State how the proposed development application can be granted without substantially impairing the intent and purpose of the Master Plan and Zoning Ordinance:

17. ZONING BOARD OF ADJUSTMENT RIGHT OF ENTRY CONSENT:

I / We:

As owner(s) of Lot(s): in Block:

as shown on the Tax Map of the City of Hoboken which is the subject of an application for development to the Hoboken Zoning Board of Adjustment, do hereby consent to have the property inspected by members of the Zoning Board of Adjustment, consultants to the Zoning Board and/or other officials of the City of Hoboken pertaining to this application.

Applicant's signature: _____ Owner's signature: _____

Date:

Date:

18. CERTIFICATION AND SIGNATURES (all applicants):

A. AFFIDAVIT OF APPLICANT:

State of New Jersey :
 : ss
County of _____ :

I, (print name) _____, of full age, being duly sworn according to law, on oath deposes and says, that all of the above statements and the papers submitted herewith are true.

Signature of Applicant: _____ Date: _____

Sworn and subscribed to before me this _____ day of _____, 20____.

B. AFFIDAVIT OF OWNERSHIP:

State of New Jersey :
 : ss
County of _____ :

I, (print name) _____, of full age, being duly sworn according to law, on oath deposes and says, that the deponent resides at _____ in the City of _____, in the County of _____, and the State of _____, that _____ is the owner of all that certain lot, piece of land, situated, lying, and being in the municipality aforesaid, and known and designated as _____

Signature of Applicant: _____ Date: _____

Sworn and subscribed to before me this _____ day of _____, 20____.

C. AUTHORIZATION OF OWNER:

If anyone other than the above owner is making this application, the following authorization must be executed. If the applicant is the owner of the property, this section should be left blank.

To the Planning Board / Zoning Board of Adjustment of the City of Hoboken:

As property owner, I do hereby authorize _____ to make the within application.

Signature of Owner: _____

Date: _____

CITY OF HOBOKEN
PLANNING BOARD &
ZONING BOARD OF ADJUSTMENT
FEE SCHEDULE



SITE PLAN, SUBDIVISION, CONDITIONAL USE and WIRELESS APPLICATIONS

APPLICATION	PROJECT TYPE	APPLICATION FEE		ESCROW FEE
Minor Site Plan	All	All	\$500	\$5,000
Preliminary Site Plan (Major) or PUD	Residential	10 or more dwelling units	\$750 plus \$50 per dwelling unit	\$10,000 plus \$100 per dwelling unit
"	Non-Residential	4,999 SF or less	\$750	\$5,000
"	Non-Residential	5,000 to 9,999 SF	\$1,000 plus \$50 per 1,000 SF	\$7,500
"	Non-Residential	10,000 to 24,999 SF	\$1,500 plus \$50 per 1,000 SF	\$10,000
"	Non-Residential	25,000 SF or more	\$2,000 plus \$50 per 1,000 SF	\$15,000
Final Site Plan	All	All	50% of Preliminary Fee	50% of Preliminary Fee
Amended or Extension of Site Plan or Conditional Use Approval	All	All	\$500	\$2,500
Subdivision	Minor	All	\$500 per lot	\$1,000
"	Major	All	\$500 per lot	\$10,000
Conditional Use	All	All	\$500	\$2,500
Wireless Site Plan	All	All	\$500	\$5,000

APPEALS, INTERPRETATIONS and VARIANCE APPLICATIONS

Appeals	All	All	\$300	\$1,000
Interpretations	All	All	\$300	\$1,000
Certificates of Non-Conformity	All	All	\$300	\$1,000
Dimensional Variances	All	All	\$300 for first; \$150 for each additional	\$2,500
Use Variances	All	All	\$500 for first; \$250 for each additional	\$2,500

OTHER APPLICATION FEES

Special Meeting Request	All	All	\$1,000	None
Informal/Concept Review	All	All	\$400	\$500
Redevelopment Plan Amendment	All	All	\$2,500	\$5,000

Introduced By: _____

Seconded By: _____

**CITY OF HOBOKEN
RESOLUTION NO: _____**

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

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

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

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

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

Meeting date: April 20, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

, Esq.
Corporation Counsel

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

Sponsored by: _____
Seconded by: _____

City of Hoboken
Ordinance No.: _____

AN ORDINANCE REQUIRING THE HOBOKEN CITY COUNCIL TO CONTRIBUTE A SPECIFIC PERCENTAGE OF THE PREMIUMS FOR THEIR HEALTH INSURANCE BENEFITS

WHEREAS, pursuant to the Faulkner Act, specifically, *N.J.S.A. 40:69A-180(c)*, the compensation of the Hoboken City Council (Council) is to be established by the City Council by Ordinance; and

WHEREAS, the Council has the authority to amend the compensation for its membership at any time it sees fit; and

WHEREAS, the term "compensation" includes benefits such as paid health, dental, vision and prescription insurance; and

WHEREAS, pursuant to the City's employee handbook, the City makes available medical, dental, vision and prescription insurance coverage to each member of the City Council, but further reserves the right to change the terms and conditions of its insurance plans at any time; and

WHEREAS, the City presently makes available to members of the Council an insurance buy-out in lieu of receiving insurance benefits; and

WHEREAS, the Council recognizes that there has been a significant tax increase on the residents of Hoboken, and citizens in general are experiencing significant tax increases in their respective communities, and the Council, therefore, believes that if the members of the Council accept health insurance from the City they should contribute at the maximum percentage of premiums authorized under Title 78 of the New Jersey State Statutes to help pay for this benefit; and

WHEREAS, the pension and benefit bill adopted by the State of New Jersey as P.L. 2011, c.78 became effective June 28, 2011, and said bill requires public employees to contribute up to 35% of the health insurance premiums to their health care insurance costs, with a phase-in period of four years; and,

WHEREAS, the Council would like to set clear standards for the Council's required contributions to their health care costs, in conformity with the new state legislation regarding maximum contribution.

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

Section One:

- A. Subject to paragraph E., below, any member of the Hoboken City Council who chooses to receive paid medical, dental, vision or prescription insurance benefits from the City of Hoboken shall contribute the maximum percentage of the monthly premiums authorized by Title 78 of the New Jersey Statutes. The amount of contribution to be paid by City Council

members for health care benefits coverage for the Council members and any dependents shall be 35% of the total premiums.

- B. Subject to paragraph E., below, any Council Member in office on the date that these contribution requirements commence shall pay this percentage, commencing on the first day of the first month following the effective date of this Ordinance.
- C. Any Council Member not in office on the date that these contribution requirements commence shall pay the total amount of the contribution immediately upon commencement of said benefit(s).
- D. Commencing immediately upon adoption of this Ordinance, the City shall not offer any insurance buy-out program or any similar type of program to City Council members in lieu of receiving medical benefits.
- E. One year from adoption of this ordinance, City Council Members shall no longer be eligible for any health insurance benefits, including but not limited to medical, dental, prescription or vision benefits, from the City of Hoboken.
- F. This ordinance shall become effective immediately upon passage and publication as provided by law.

Section Two: Repeal of Inconsistent Provisions

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

This Ordinance shall also supersede any inconsistent provisions contained in any resolution or ordinance previously adopted by the Hoboken City Council, including, but not limited to, the portion of the Employee Handbook adopted by resolution of the Hoboken City Council on October 15, 2003, which addresses this City Council Member Benefits.

Section Three: Severability

The provisions of this Ordinance are declared to be severable, and if any section, subsection, sentence, clause or phrase thereof for any reason is held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, which shall remain in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section Four: Effective Date

This Ordinance shall take effect upon passage and publication as provided by law. Contributions to healthcare premiums will be due and applicable from all Council members who are currently taking healthcare benefits from the City of Hoboken, as of the next premium due date following the passage and publication of this Ordinance.

Section Five: Codification

This Ordinance shall be a part of the code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

Date of Introduction: April 20, 2016

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

€ Vetoed by the Mayor for the following reasons: _____

_____, Corporation Counsel

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

James Farina, City Clerk

-or-
€ Approved by the Mayor
On the ____ day of _____, 2016

Dawn Zimmer, Mayor