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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 THE ATTORNEY-CLIENT PRIVILEGE WITH JOSEPH MARAZITI, ESQ., AS WELL AS OTHER ATTORNEYS OF THE FIRM OF MARAZITI FALCON, LLP, TO DISCUSS PENDING LITIGATION BETWEEN THE CITY OF HOBOKEN, SHIPYARD ASSOCIATES, L.P. AND APPLIED MONROE LENDER, LLC REGARDING THE PROPOSED "MONARCH AT SHIPYARD" DEVELOPMENT AND THE PROPOSED REDEVELOPMENT OF 800-822 MONROE STREET**

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 the attorney-client privilege (for legal guidance on the above-referenced pending litigation); and

WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, Joseph Maraziti, Esq., as well as other attorneys of the firm of Maraziti Falcon, LLP, which is subject to the attorney-client privilege and which is offered regarding the above-referenced pending litigation;

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 discussion had therein will be made available to the public.

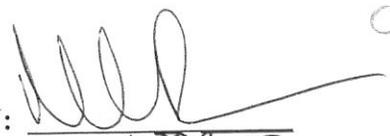
MEETING: September 21, 2016

APPROVED AS TO FORM:

**A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: SEP 21 2016**

\_\_\_\_\_  
Joseph D. Maraziti, Jr.,  
Legal Counsel

\_\_\_\_\_  
**CITY CLERK**

INTRODUCED BY: 

SECONDED BY: 

CD 1

**CITY OF HOBOKEN  
RESOLUTION NO: \_\_\_\_\_**

**RESOLUTION AUTHORIZING ADMINISTRATION OF AFFORDABLE  
UNITS POLICIES AND PROCEDURES MANUAL AND ADOPTING AN  
AFFIRMATIVE MARKETING PLAN FOR THE CITY OF HOBOKEN**

**WHEREAS**, the City of Hoboken adopted “Chapter 65A: Affordable Housing” by Ordinance Z-208 on October 17, 2012 to promote and regulate the creation of Affordable Housing Units; and,

**WHEREAS**, the City wishes to adopt and utilize the “City of Hoboken Administration of Affordable Units Policies and Procedures Manual”, which:

- 1) Sets forth the policies and procedures for placing eligible individuals and families into the City of Hoboken’s affordable units, and,
- 2) Provides instruction for working with developers, owners, and landlords as new affordable units become available.

**WHEREAS**, the City wishes to adopt and utilize an “Affirmative Marketing Plan” to ensure that all affordable housing units created within the City of Hoboken in conjunction with Hoboken’s Affordable Housing Ordinance are affirmatively marketed to low and moderate income households; and,

**WHEREAS**, the “City of Hoboken Administration of Affordable Units Policies and Procedures Manual” and the “Affirmative Marketing Plan” are designed to ensure compliance with the State’s Uniform Housing Affordability Controls (“UHAC”) (N.J.A.C. 5:80-26.1 et seq.), Chapter 65A: Affordable Housing, and other local laws and requirements; and,

**WHEREAS**, the City Council of the City of Hoboken wishes to endorse the utilization of the “City of Hoboken Administration of Affordable Units Policies and Procedures Manual” and the “Affirmative Marketing Plan.”

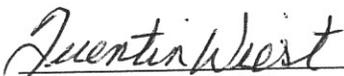
**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken as follows:

1. The City of Hoboken hereby adopts, endorses, and authorizes the use of a policies and procedure manual entitled: "City of Hoboken Administration of Affordable Units Policies and Procedures Manual." A copy of this manual is on file in the office of the City Clerk and may be inspected during regular office hours.
2. The City of Hoboken hereby adopts, endorses, and authorizes the use of the Affirmative Marketing Plan. A copy of this plan is on file in the office of the City Clerk and may be inspected during regular office hours.
3. A certified copy of this Resolution shall be furnished upon its adoption to the City's Municipal Housing Liaison.
4. This resolution shall take effect immediately.

**Meeting date: September 21, 2016**

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

**APPROVED:**

  
 QUENTIN WIEST  
 BUSINESS ADMINISTRATOR

**APPROVED AS TO FORM:**

  
 BRIAN ALOIA, ESQ.  
 CORPORATE COUNSEL

**A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON: SEP 21 2016**

  
 CITY CLERK

## I. INTRODUCTION

The purpose of this Manual is to describe the policies and procedures used to create Affordable Housing units in Hoboken and fill them with income-eligible families/individuals.

The policies outlined in this manual are derived from UHAC (N.J.A.C. 5:80-26.1 et seq.) This manual does not include all provisions of UHAC, and UHAC is a companion document to this manual. Instead, this manual highlights instances where additional guidance is provided by the New Jersey Department of Community Affairs' staff or by local ordinance. The manual also provides additional clarification and direction on items that are not in UHAC in order to ensure fairness to applicants, owners, and renters.

### A. What is Affordable Housing?

Affordable Housing, unlike market rate housing, has affordability controls establishing initial set prices and rents, and then controlling annual increases for many years. For example, new units that fall under these controls will be restricted for at least 30 years. The New Jersey Affordable Housing rules consider housing to be "affordable" if the household<sup>1</sup> expends approximately 28% or less of the household's gross income on housing costs. See footnote below and Glossary for definition of "Household". Affordable Housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the Affordable Housing is located.

In Hoboken, an Affordable Housing unit is specifically defined by City ordinance, in Section 65A-1, as "a housing unit proposed or created pursuant to the [Fair Housing] Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable trust fund." ("**Affordable Unit**").

The Affordable Units referenced in this manual are not the same as public housing units that are funded largely by governmental programs such as those administered by the U.S. Department of Housing and Urban Development ("**HUD**") programs and that are owned, operated and managed by a public housing authority ("**PHA**"). As defined by HUD, "public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single family houses to high rise apartments for elderly families. There are approximately 1.2

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<sup>1</sup> In accordance with US Department of Housing and Urban Development ("**HUD**") definitions and UHAC practice, "**household**" references the number of persons in the unit and not the size of the unit. See for example, HUD's definition of household as "[o]ne or more persons occupying a housing unit" -- in other words, the number of persons in the home. HUD website accessed June 13, 2016. [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/glossary/](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/), HUD accessed June 13, 2016. See also, UHAC regulation N.J.A.C. 5:80-26.4, "In determining the initial rents and initial sales prices for compliance with the Affordability Average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household." (Emphasis added).

## II. CREATION OF NEW UNITS

This manual applies to UHAC eligible units whether for rent or for purchase, 100 percent affordable developments, market-to-affordable projects, gut-rehab projects, and other innovative Affordable Housing mechanisms that may be exempt from the UHAC eligibility standards. This manual applies to UHAC eligible units whether for rent or for purchase, 100 percent affordable developments, market-to-affordable projects, gut-rehab projects, and other innovative Affordable Housing mechanisms. It does not apply to projects exempt from UHAC including low income housing tax credit projects and group homes. (See UHAC for a full list of exempt programs.)

### A. Review Project Requirements

When a new project is planned, the administrative agent designated by the City of Hoboken for the administration of Affordable Units (the “**Administrative Agent**”) will gather the information outlined in Figure 2. The first step is to review development approvals and/or developer agreements, the Housing Element and Fair Share Plan, and the municipal Affordable Housing Ordinance including its Affirmative Marketing Requirements.

### B. New Purchase Units

#### 1. Initial Pricing and Bedroom Distribution of Purchase Units

The Administrative Agent will determine the initial pricing stratification in compliance with UHAC<sup>3</sup>. The pricing calculation will take into consideration costs that exist at that time including such factors as the mortgage rate, tax rate, equalization ratio, condominium/homeowner association fee, and Private Mortgage Insurance (“**PMI**”). PMI must be included in the pricing calculation even if a new development will provide financing that will not require PMI. This will ensure that the price is affordable at future sales when PMI will be required. The maximum restricted sales price (“**MRSP**”) will be affected by mortgage interest rates when an affordable Unit is initially priced. At resale, the prevailing mortgage interest rate will be used to determine the affordability of that particular unit to the applicant household.

Sometimes it is not possible for the bedroom and/or income distribution of new developments to comply with all UHAC requirements because, for example, the City’s Affordable Housing Ordinance requires a small number of Affordable Units in the development. If a development’s mandated set-aside is too small to address all of the required bedroom sizes and income ranges typically provided in a development, the Administrative Agent will notify the Planner and Municipal Housing Liaison to determine the next steps.

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<sup>3</sup> Under UHAC, the maximum sales price of restricted ownership units within each affordable development “shall be affordable to households earning no more than 70 percent of median income” (hereafter “**Maximum Restricted Sales Price**”).

If the bedroom or pricing distribution does not comply with UHAC because, for example, of the number of the units in the project, the Administrative Agent will notify the Director of the Hoboken Department of Community Development and the Hoboken Municipal Housing Liaison to determine the next steps.

## 2. Mandatory and Optional fees

If the landlord charges a *MANDATORY* fee for rental units such as an amenity fee or association fee, this fee will be subtracted from the permitted maximum rent. *At no time should the rent plus required fees exceed the maximum rent allowed.*

The developer may require that all renters purchase *rental insurance*. The rental insurance cost is not considered a mandatory fee and will not be included in the initial rental calculation or part of the minimum income calculation.

The landlord may charge optional fees to tenants. However, the landlord is not permitted to charge affordable tenants these fees and waive them for market units. *For example, if parking is included in the rent for market units, the landlord cannot charge affordable tenants for parking.* Example of optional fees include:

- Optional parking fee;
- Optional amenity fee;
- Optional pet fee; and
- Optional month-to-month fee which is a fee landlords may charge when a tenant chooses a month-to-month lease rather than a one year lease.-

## 3. Deed Restriction

Affordable Units created under this program will be deed restricted for a period of at least 30 years as affordable. All legal instruments to secure the affordability will be modeled after the applicable instruments published in UHAC.

The rental deed restriction will list the income level designation as well as the bedroom size of each Affordable Unit. The units cannot be “swapped” during the control period. *After the deed restriction is filed, the affordable designation of the unit cannot be changed from a Low-Income to a Moderate-Income unit, for example.* Moreover, it is important to note that the prevailing regulations (UHAC) do not require annual recertification, and therefore while the unit remains as a Low/Moderate-Income unit during the term of the deed restriction, the income of the current tenant is no longer relevant following initial eligibility. The same rules relating to initial eligibility certification and no annual recertifications will continue to apply to each subsequent tenant throughout the duration of the deed restriction.

## 4. Application Fees

Affordable units are “private” market units (as opposed to public housing units) where rents are set (and deed restricted as to time) to be affordable to low and moderate income persons. Although deed restricted, the units still are under the “control” of the private owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for

Households will have 24 hours to request to visit the unit at some future, mutually agreed upon time. If they request to visit, they will then be prompted to update a simple Property Questionnaire. If they do not want to pursue the unit or even if they do not respond at all, they will **not** be removed from the waiting list and will be notified of the next available vacancy.

The interested household will be referred to the landlord/developer to view the unit(s) and pay the application fee, if required. New ownership developments may require a mortgage preapproval be submitted prior to viewing the home. If more than one household qualifies and is interested, the household with the highest priority (lottery number or Interest Date) will be offered the unit.

Figure 3: Additional Factors Impacting Waiting List Priority

1. <b>Age-Restricted</b>	Only households that meet the age-restricted requirements will be offered age-restricted units. <u>See Glossary for definition of “Age- Restricted Units.”</u>
2. <b>Regional Preference</b>	<u>Municipalities may choose to give preference to households that live or work in the local Affordable Housing region. Should Hoboken determine that households that live or work within Affordable Housing Region 1 (which includes Bergen, Hudson, Passaic, and Sussex counties) are to be given Regional Preference in being contacted, or any other legally permissible geographic preference (e.g., Hoboken residents that are displaced, seniors, or homeless veterans), such preference shall be set out in the Hoboken Affordable Housing Ordinance. Upon the adoption of such an ordinance, the Administrative Agent will confirm whether the household meets the requirements. If they do not, they will remain on the waiting list for consideration after all applicants that meet the requirements have been considered. Should the City choose to give preference to households that live or work in the local Affordable Housing region, such regional preference shall be established by ordinance. In such instance, applicants who indicate that they live or work in the Affordable Housing region will be contacted before those outside the region. Once those applicants are exhausted, applicants outside the region will be contacted. See Glossary for definition of “Regional Preference.”</u>
3. <b>Household Size (Number of Members)</b>	Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no households with a person for each bedroom, units will be offered to smaller sized households that do not have a person for each bedroom. An applicant household cannot be required to take an Affordable Unit with a greater number of bedrooms as long as overcrowding is not a factor. (A maximum of two people are permitted per bedroom.) A household can be eligible for more than one unit category.
4. <b>Maximum Income Limit and Minimum Income</b>	Only households that are under the income limit of the Affordable Unit AND meet the minimum income requirements will qualify to apply for the next Affordable Unit. See <i>Figure 5</i> for a full discussion of minimum income requirements.
5. <b>Fully Accessible Units</b>	A household with a person with physical disabilities will get preference on the waiting list for accessible units because of the very limited number of handicapped accessible units. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.

## 2. Public Outreach

The Administrative Agent will contact all eligible households for a specific unit when the waiting list is short or when there are several properties available. Public outreach is typically conducted for the resale of existing units. It allows the Administrative Agent to move through the waiting list as quickly as possible.

When the Administrative Agent is notified of a pending rental vacancy or the intent of the owner of a single family unit to sell, the Administrative Agent then will set a deadline by which all applicants that have indicated an interest in this development or in Hoboken must return a Property Questionnaire. Waiting list priority will be established by the factors outlined in *Figure 3*. Interested households will be provided the contact information of the owner/seller to be provided an opportunity to view the home. If more than one household qualifies and is interested, the household with the highest priority number will be offered the unit first.

If the unit is still available after this initial outreach, the Administrative Agent will contact households not contacted in the first outreach such as smaller sized households and out of region households (if applicable.) If the home still does not have a buyer, the Administrative Agent will open the listing up to all household sizes.

Households will not be removed from the waiting list if they do not choose to purchase a unit they are offered during public outreach.

## D. Determining Preliminary Eligibility

The Administrative Agent will review the Property Questionnaire to determine whether the applicant meets or continues to meet the requirements to rent or purchase the unit. All information will be verified during the full application process. The following sections describe the factors that will be reviewed to determine preliminary eligibility as well as final eligibility during the full income certification process.

### 1. Regional Preference

Should Hoboken determine that households that live or work within Affordable Housing Region 1 (which includes Bergen, Hudson, Passaic, and Sussex counties) are to be given Regional Preference in being contacted, or any other legally permissible geographic preference (e.g., Hoboken residents that are displaced, seniors, or homeless veterans), such preference shall be set out in the Hoboken Affordable Housing Ordinance.

~~Should Hoboken determine that households that live or work within Affordable Housing Region 1 (which includes Bergen, Hudson, Passaic, and Sussex counties) are to be given Regional Preference in being contacted, such Regional Preference shall be set out in the Hoboken Affordable Housing Ordinance. Upon the adoption of such an ordinance, the Administrative Agent will confirm that whether the household meets the requirements. household either lives or works within the region. If they no longer live or work within the region do not, they will remain on the waiting list for consideration after all in-region applicants that meet the requirements have been considered.~~

Figure 3: Minimum Income Calculations <sup>1</sup>**RENTALS**

*Monthly Housing Expense Calculation is rent + utilities not included in Rent – monthly rental Assistance (if accepted by landlord)*

	<u>Family Non-Age Restricted Units</u>	<u>Age-Restricted Units</u>
<b>To Submit Preliminary Application</b>	Any household with income over \$8,000/year	Any household with income over \$8,000/year
<b>To Be Invited To Submit Property Questionnaire</b>	37% of income toward housing expenses 45% of income toward housing expenses with rental waiver <sup>2</sup>	42% of income toward housing expenses 45% of income toward housing expenses with rental waiver <sup>2</sup>
<b>To Be Invited To Submit Full Application</b>	37% of income toward housing expenses 45% of income toward housing expenses with rental waiver <sup>2</sup>	42% of income toward housing expenses 45% of income toward housing expenses with rental waiver <sup>2</sup>
<b>To Be Income Certified To Rent Unit</b>	35% of income toward housing expenses 45% of income toward housing expenses with rental waiver <sup>2</sup> If applicant meets minimum income requirement with rent only, case manager will review utility allowance <sup>3</sup>	40% of income toward housing expenses 45% of income toward housing expenses with rental waiver <sup>2</sup> If applicant meets minimum income requirement with rent only, case manager will review utility allowance <sup>3</sup>
<b>UHAC Requirement (Without Waiver)</b>	35% of income toward Housing Expenses	40% of income toward housing expenses

**OWNERSHIP**

*Monthly Housing Expense Calculation is monthly mortgage cost + HOA fee + property tax + insurance*

	<u>Non-Age Restricted Family and</u>	<u>and Age-Restricted Units</u>
<b>To Submit Preliminary Application</b>	Any household with income over \$8,000/year. No minimum down payment required.	
<b>To Be Invited To Submit Property Questionnaire</b>	35% of income toward housing expenses No minimum down payment required	
<b>To Be Invited To Submit Full Application</b>	35% of income toward housing expenses 5% minimum down payment required (no loans or grants)	
<b>To Be Income Certified To Purchase Unit</b>	33% of income toward housing expenses 35% of income toward housing expenses with ownership waiver <sup>2</sup>	
<b>UHAC Requirement (Without Waiver)</b>	33% of income toward housing expenses	

<sup>1</sup> Minimum income and percentages may be adjusted as needed to administer the program. Minimum income should not restrict eligible applicants and is designed to prevent applicants who do not have enough income from being added to the waiting list. All minimum income requirements will be clearly posted on the Administrative Agent's website.

<sup>2</sup> Rental and Purchase waiver requirements are explained in the *Minimum Income* Section of this Chapter (see Section 4).

<sup>3</sup> The utility allowance review will determine whether the applicant will be able to afford the monthly expenses. This is sometimes required because the new utility allowance greatly exceeds the original utility pricing or there household's actual utility costs may be

# CITY OF HOBOKEN

## Department of Community Development

DAWN ZIMMER  
Mayor



BRANDY FORBES  
Director

### *MEMORANDUM*

Date: September 12, 2016

To: Hoboken City Council

Cc: Mayor Dawn Zimmer  
Quentin Wiest, Business Administrator  
Brian Aloia, Corporation Counsel  
Ron Cucchiaro, Special Council for Affordable Housing

From: Brandy Forbes, Community Development Director

Subject: Administration of Affordable Housing Units Manual and Affirmative Marketing Plan

On the agenda for the September 21, 2016 City Council meeting is a resolution to adopt the Affirmative Fair Housing Marketing Plan and a “guidebook” entitled “Administration of Affordable Units: Policies and Procedures Manual” to: (1) describe the mechanism by which the City will create affordable housing units; and, (2) to explain the process for placing individuals and families into these units.

This Manual is designed to ensure Hoboken’s compliance with State and City laws, specifically the New Jersey Uniform Housing Affordability Controls and Hoboken’s Affordable Housing Ordinance and Affirmative Marketing Plan. In addition, this Manual is a valuable tool for the City’s Administrative Agent, the consultant responsible for the daily operation of the Affordable Housing Program for Hoboken (Community Grants Planning & Housing [CGP&H]) and the Municipal Housing Liaison (the City employee charged with overseeing and administering the program.)

The Affordable Housing Program will provide opportunities for both affordable units for RENT and for SALE. The first rental units are anticipated to be marketed at the end of 2016. Here is a general outline of the procedure:

- **As the first units become available, they will be “affirmatively marketed”.** What does this mean? It means that the City (through CGP&H) will advertise the units throughout the region to

attract renters/buyers. The City has adopted a specific Affirmative Marketing Plan (as required by law) to make sure the “word” gets out to as many qualified and interested persons as possible.

- **What does it mean to be “qualified”?** To be eligible for a unit, an interested person must submit a pre-application to demonstrate that he/she meets a number of requirements as set by the State, such as maximum income limits based on household size. While there is no set minimum income level, there are maximum income limits and limits on how much of the household’s income can be spent on housing expenses. Maximum income limits and minimum income requirements can be found at [AffordableHomesNewJersey.com](http://AffordableHomesNewJersey.com). In addition, whenever possible, the household must include at least one person for each bedroom in the unit selected.
- **How does an interested person apply?** Interested renters/buyers will be able to apply on-line at [AffordableHomesNewJersey.com](http://AffordableHomesNewJersey.com) which is operated by CGP&H. For those who do not have computers, CGP&H will work with interested applicants by phone and mail.
- **What happens after I apply?** The City will maintain two separate waiting lists – one for ownership units and one for rental units. When the first affordable units become available for rent or sale, a lottery will be conducted of those on the specified waiting list.
- **What happens after the lottery is held?** In general, eligible households with the highest lottery number will be contacted and given 24 hours to respond. If they do not want the unit or fail to respond within the 24 hours, although they will not continue to be considered for that unit at that time, they also will **not** be removed from the waiting list and will be notified of the next available vacancy. The lottery list will be retained for future re-rentals or re-sales, or as new units become available.
- **So my lottery number is picked! What’s next?** The interested household will be referred to the landlord/seller to view the unit(s) and pay an application fee, if required. The landlord may establish its own non-discriminatory criteria for tenant selection. However, such tenant selection criteria are permitted only to the extent allowed by State and Federal law, and must be the same for both affordable rental units and market rate rental units.
- **So I have found an affordable unit that I like – what happens next?** CGP&H will “income certify” the applicant, which involves a review of the total gross income for the upcoming 12-month period of all adult household members who will reside in the affordable unit. Gross income includes, but is not limited to: pre-tax wages, salaries, tips, commissions, alimony, overtime, pensions, social security, unemployment compensation, TANF, child support, disability, interest and dividends from assets. Child support & alimony will be calculated from decree stating amounts, whether payee is current or in arrears. All income information will be verified during the formal application process. The Manual reviews and describes all possible sources of - as well as exclusions from - income and details the documents that need to be provided.
- **After that - For Rentals?** Once the applicant is fully income certified, the landlord is notified that it may execute a lease with the new tenant. CGP&H, as the Administrative Agent, will calculate the maximum rent allowable as permitted by the State, including lease renewals.
- **After that - For Sales?** Upon certification, the buyer will enter into negotiations with the seller and execute a Purchase Agreement that stipulates the terms of the closing (cost, items to be

included in sale, etc.). All these terms are then set out in the Contract for Sale, the legal contract between the buyer and seller, finalizing the negotiations and setting out all material terms of the transaction. The parties then proceed to a closing whereby title to the property is transferred from seller to buyer and the affordable housing deed restriction, recapture note, and recapture mortgage are executed.

- **It is important to know** – Both rental and sale units created under Hoboken’s Affordable Housing Program will be deed restricted for at least 30 years (for units required by Hoboken’s Affordable Housing Ordinance, deed restricted for 40 years) in order to ensure that the units remain affordable to low and moderate income persons wanting to live in Hoboken. While the units may be re-sold or re-leased, the affordability controls will continue to apply to the new tenants/owners. The applicant must maintain the affordable unit as their primary residence and they are not allowed to rent their home. When ownership units are sold in the future, the owner must contact CGP&H who will calculate the maximum restricted sale price and find a buyer off the waiting list.

The Manual and the Affirmative Marketing Plan have been reviewed by the City Council Subcommittee on Affordable Housing and the City’s Special Counsel for Affordable Housing. The City needs to adopt these documents in order for the Administration to start the marketing process to have the lists established for when the first new affordable housing units as required by Hoboken’s Affordable Housing Ordinance come available.

City of Hoboken

# Administration of Affordable Units

Policies & Procedures Manual



101 Interchange Plaza, Suite 301  
Cranbury, NJ 08512  
609-664-2769  
Cgph.net  
Affordablehomesnewjersey.com

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## Executive Summary

This Manual (1) sets forth the policies and procedures for placing eligible individuals and families into the City of Hoboken's affordable units and (2) provides instruction for working with developers, owners and landlords as new affordable units become available. This document is designed to ensure compliance with the State's Uniform Housing Affordability Controls ("UHAC") (N.J.A.C. 5:80-26.1 et seq.) and with Hoboken's Affordable Housing Ordinance, Hoboken Ordinance, §65A-1, as modified ("**Affordable Housing**"), Affirmative Marketing Plan and other local laws and requirements. In addition to being a valuable tool for the City's Administrative Agent and Municipal Housing Liaison as we implement Affordable Housing in Hoboken, it will also be a resource for other Affordable Housing professionals and interested members of the public to understand the intricacies of implementing a program such as the one that the City of Hoboken is undertaking.

The main section of this document is an **Operating Manual** that details the tasks involved in the day-to-day administration of Affordable Housing units under the direct control and oversight of the City. This component covers how new units are created and priced and how units are marketed to prospective applicants. Other information includes the following: waiting list and random selection procedures; required and permitted preferences; procedures for determining income eligibility; resale by income-eligible owners of affordable property to other eligible buyers; process for property managers to fill affordable rental vacancies; refinancing and mortgage modification procedures; waivers of program requirements. The administrative steps outlined in this main section of the Manual is the thread that holds the fabric of the entire program together, setting out the fundamental obligations and responsibilities of the program administrators.

The following are appendices to the **Operating Manual**:

- A **Glossary** that provides definitions of terms, abbreviations and acronyms used throughout the Operating Manual to assist in readers' understanding.
- **Appendix A** provides an explanation of the detailed steps the Administrative Agent must follow to comply with Hoboken and UHAC affirmative marketing requirements as set out in N.J.A.C. 5:80-26.15 ("**Affirmative Marketing**").
- **Appendix B** contains the City of Hoboken's Affordable Housing Ordinance.

## I. INTRODUCTION

The purpose of this Manual is to describe the policies and procedures used to create Affordable Housing units in Hoboken and fill them with income-eligible families.

The policies outlined in this manual are derived from UHAC (N.J.A.C. 5:80-26.1 et seq.) This manual does not include all provisions of UHAC, and UHAC is a companion document to this manual. Instead, this manual highlights instances where additional guidance is provided by the New Jersey Department of Community Affairs' staff or by local ordinance. The manual also provides additional clarification and direction on items that are not in UHAC in order to ensure fairness to applicants, owners, and renters.

### A. What is Affordable Housing?

Affordable Housing, unlike market rate housing, has affordability controls establishing initial set prices and rents, and then controlling annual increases for many years. For example, new units that fall under these controls will be restricted for at least 30 years. The New Jersey Affordable Housing rules consider housing to be "affordable" if the household<sup>1</sup> expends approximately 28% or less of the household's gross income on housing costs. See footnote below and Glossary for definition of "Household". Affordable Housing is priced to be affordable to households earning up to 80% of the area median income for the region in which the Affordable Housing is located.

In Hoboken, an Affordable Housing unit is specifically defined by City ordinance, in Section 65A-1, as "a housing unit proposed or created pursuant to the [Fair Housing] Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable trust fund." ("**Affordable Unit**").

The Affordable Units referenced in this manual are not the same as public housing units that are funded largely by governmental programs such as those administered by the U.S. Department of Housing and Urban Development ("**HUD**") programs and that are owned, operated and managed by a public housing authority ("**PHA**"). As defined by HUD, "public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single family houses to high rise apartments for elderly families. There are approximately 1.2

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<sup>1</sup> In accordance with US Department of Housing and Urban Development ("**HUD**") definitions and UHAC practice, "**household**" references the number of persons in the unit and not the size of the unit. See for example, HUD's definition of household as "[o]ne or more persons occupying a housing unit" -- in other words, the number of persons in the home. HUD website accessed June 13, 2016. [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/glossary/](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/), HUD accessed June 13, 2016. See also, UHAC regulation N.J.A.C. 5:80-26.4, "In determining the initial rents and initial sales prices for compliance with the Affordability Average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household." (Emphasis added).

million households [in the US] living in public housing units[.]”<sup>2</sup> The Hoboken Housing Authority is a PHA which operates and manages public housing within the City.

## B. Who Qualifies for Affordable Housing?

In order to be eligible for Affordable Housing in New Jersey, a household’s income must be below the established income limit for the region in which the Affordable Housing is located. There are three eligibility levels: very low, low, and moderate. A moderate-income household is classified as earning less than 80 percent of the area median income. A low-income household is classified as earning less than 50 percent of area median income, and a very low-income household is classified as earning less than 30 percent of median income. See Glossary for definitions of “**Low- Income Household**” and “**Very Low-Income Household**”. There are different median incomes in each of the six Affordable Housing regions shown in Figure 1 below, with the City of Hoboken located in Region 1. The income limits are adjusted annually.

Figure 1: Affordable Housing Regions

Regions	Counties
1	Bergen, Hudson, Passaic, Sussex
2	Essex, Morris, Union, Warren
3	Hunterdon, Middlesex, Somerset
4	Mercer, Monmouth, Ocean
5	Burlington, Camden, Gloucester
6	Atlantic, Cape May, Cumberland, Salem

## C. Equal Housing Opportunity

Title VIII of the Civil Rights Act of 1968 (the “**Fair Housing Act**”), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and disability.

The New Jersey Law Against Discrimination (“**LAD**”) prohibits discrimination when selling or renting property. The law covers owners, agents, employees and brokers and makes it unlawful to refuse to rent, show or sell property based on a person's race, creed, color, national origin, nationality, ancestry, marital status, domestic partnership or civil union status, familial status, affectional or sexual orientation, gender identity or expression, sex, or mental and physical disability, including AIDS and HIV-related illness. In addition, the LAD prohibits discrimination in the housing context based on one's source of lawful income or rent subsidy

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<sup>2</sup> [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph), US HUD Website, accessed June 7, 2016.

## II. CREATION OF NEW UNITS

This manual applies to UHAC eligible units whether for rent or for purchase, 100 percent affordable developments, market-to-affordable projects, gut-rehab projects, and other innovative Affordable Housing mechanisms. It does not apply to projects exempt from UHAC including low income housing tax credit projects and group homes. (See UHAC for a full list of exempt programs.)

### A. Review Project Requirements

When a new project is planned, the administrative agent designated by the City of Hoboken for the administration of Affordable Units (the “**Administrative Agent**”) will gather the information outlined in Figure 2. The first step is to review development approvals and/or developer agreements, the Housing Element and Fair Share Plan, and the municipal Affordable Housing Ordinance including its Affirmative Marketing Requirements.

### B. New Purchase Units

#### 1. Initial Pricing and Bedroom Distribution of Purchase Units

The Administrative Agent will determine the initial pricing stratification in compliance with UHAC<sup>3</sup>. The pricing calculation will take into consideration costs that exist at that time including such factors as the mortgage rate, tax rate, equalization ratio, condominium/homeowner association fee, and Private Mortgage Insurance (“**PMI**”). PMI must be included in the pricing calculation even if a new development will provide financing that will not require PMI. This will ensure that the price is affordable at future sales when PMI will be required. The maximum restricted sales price (“**MRSP**”) will be affected by mortgage interest rates when an affordable Unit is initially priced. At resale, the prevailing mortgage interest rate will be used to determine the affordability of that particular unit to the applicant household.

Sometimes it is not possible for the bedroom and/or income distribution of new developments to comply with all UHAC requirements because, for example, the City’s Affordable Housing Ordinance requires a small number of Affordable Units in the development. If a development’s mandated set-aside is too small to address all of the required bedroom sizes and income ranges typically provided in a development, the Administrative Agent will notify the Planner and Municipal Housing Liaison to determine the next steps.

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<sup>3</sup> Under UHAC, the maximum sales price of restricted ownership units within each affordable development “shall be affordable to households earning no more than 70 percent of median income” (hereafter “**Maximum Restricted Sales Price**”).

Figure 2: New Development Checklist



**CGP&H**

**New Development Checklist**

**CONTACT INFORMATION**

Development Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_  
 Address: STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
 Phone: (office) \_\_\_\_\_ (mobile) \_\_\_\_\_ (fax) \_\_\_\_\_

**GENERAL INFORMATION**

Funding Source of Units (to determine if exempt from UHAC): \_\_\_\_\_

**Affordable Housing Requirements Stipulated:** Circle either "Yes" or "No" and provide explanation

Development Approval &/or Developer's Agreement	Yes / No	
Fair Share Plan	Yes / No	
Local Ordinance	Yes / No	

**Affordable Units Phasing Requirements:** \_\_\_\_\_

Property Type (circle one): **RENTAL** or **SALE** Anticipated date first unit ready: \_\_\_\_\_

**Location** of Affordable Units in Project: \_\_\_\_\_

Number of **Market** Units: \_\_\_\_\_

Number of **Affordable** Units: \_\_\_\_\_

Is there a **Regional Preference**? \_\_\_\_\_

Are any units **Age Restricted** (55+)? \_\_\_\_\_

Requirements for **Deposit**: \_\_\_\_\_

**Parking** Details: \_\_\_\_\_

*Provide number of units in each category*

Income Distribution Requirements		Bedroom Requirements	
Very Low:		Studio/1br:	
Low:		2 Bedroom:	
Moderate:		3 Bedroom:	

**OWNERSHIP ONLY**

**RENTAL ONLY**

Tax Rate: \_\_\_\_\_ Equalization Rate: \_\_\_\_\_

Condo/Homeowner Association Dues: \_\_\_\_\_

Special Financing Provided by Developer? *Yes No*  
 If yes, explain: \_\_\_\_\_

Policy on Upgrades: \_\_\_\_\_

**Incorporation Documentation Provided:**

- Master Deed
- Declaration of Covenants
- Other: \_\_\_\_\_

**Utilities Included in Rent:** (check all that apply)

Water  Electric  Sewer  Trash

(for the following utilities, if no, list type)

Heat type: \_\_\_\_\_

Cooking type: \_\_\_\_\_

Hot Water type: \_\_\_\_\_

Application Fee: \_\_\_\_\_

Mandatory Fees: \_\_\_\_\_

Optional Fees: \_\_\_\_\_

**Rental Very Low Income Requirement**  
 (13% of units at 30% AMI or 10% at 35% AMI)

**Pets Policy:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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## 2. Upgrades from Builder

The builder may offer buyers of new Affordable Units the opportunity to purchase upgrades such as granite countertops or hardwood flooring at additional cost. If upgrades are offered, the following guidelines apply:

- a. These upgrades must be optional. The buyer must be able to choose NOT to purchase the upgrades and be able to buy the base home at or below the MRSP.
- b. The sale price of the home will be at or below the MRSP without the cost of the upgrades.
- c. All future sales will be based on the sale price without the upgrades. In other words, the buyer will not be able to recoup the cost of the upgrades at the next sale.
- d. The buyer cannot finance more than the MRSP. As a result, the buyer will not be able to finance the cost of the upgrades.

## 3. Deed Restriction

Affordable Units created under this program will be deed restricted for a period of at least 30 years as affordable. All legal instruments to secure the affordability will be modeled after the applicable instruments published in the UHAC Appendices. When there is a Master Deed, one restrictive covenant will be filed for all Affordable Units. This should be filed in advance of the initial Affordable Housing closing for each project or unit.

A market rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period.) The developer is responsible for providing the market rate appraisal. One appraisal can be used for similar unit types (all one bedrooms that are the same models, for example) if the appraisal is less than six months old. If the buyer's mortgage company completes a market-rate appraisal, that appraisal can be used instead. (See additional discussion in Section V.)

## 4. Earnest Money (Deposit) for Ownership Properties

The Affordable Housing rules do not specify a minimum or a maximum amount that a buyer must put down on a property when the Purchase Agreement and/or Contract of Sale is executed. However, while not required, a down payment is recommended because banks will almost never lend without a 5% minimum contribution.

## C. New Rental Units

### 1. Initial Pricing and Bedroom Distribution of Rental Units

Rents will be set according to the pricing guidelines outlined in UHAC. In order to comply with 2008 amendments to the Fair Housing Act, 13 percent of all affordable rental units in a project will be priced at 30 percent of median income (N.J.S.A. 52:27D-329.1.) (This requirement is more stringent than the UHAC guidelines which stipulate that at least 10 percent of all Affordable Units in the development be affordable to household earning no more than 35 percent.) In all cases, the more stringent of the two requirements will prevail.

If the bedroom or pricing distribution does not comply with UHAC because, for example, of the number of the units in the project, the Administrative Agent will notify the Director of the Hoboken Department of Community Development and the Hoboken Municipal Housing Liaison to determine the next steps.

## 2. Mandatory and Optional fees

If the landlord charges a *MANDATORY* fee for rental units such as an amenity fee or association fee, this fee will be subtracted from the permitted maximum rent. *At no time should the rent plus required fees exceed the maximum rent allowed.*

The developer may require that all renters purchase *rental insurance*. The rental insurance cost is not considered a mandatory fee and will not be included in the initial rental calculation or part of the minimum income calculation.

The landlord may charge optional fees to tenants. However, the landlord is not permitted to charge affordable tenants these fees and waive them for market units. *For example, if parking is included in the rent for market units, the landlord cannot charge affordable tenants for parking.* Example of optional fees include:

- Optional parking fee;
- Optional amenity fee;
- Optional pet fee; and
- Optional month-to-month fee.

## 3. Deed Restriction

Affordable Units created under this program will be deed restricted for a period of at least 30 years as affordable. All legal instruments to secure the affordability will be modeled after the applicable instruments published in UHAC.

The rental deed restriction will list the income level designation as well as the bedroom size of each Affordable Unit. The units cannot be “swapped” during the control period. *After the deed restriction is filed, the affordable designation of the unit cannot be changed from a Low-Income to a Moderate-Income unit, for example.* Moreover, it is important to note that the prevailing regulations (UHAC) do not require annual recertification, and therefore while the unit remains as a Low/Moderate-Income unit during the term of the deed restriction, the income of the current tenant is no longer relevant following initial eligibility. The same rules relating to initial eligibility certification and no annual recertifications will continue to apply to each subsequent tenant throughout the duration of the deed restriction.

## 4. Application Fees

Affordable units are “private” market units (as opposed to public housing units) where rents are set (and deed restricted as to time) to be affordable to low and moderate income persons. Although deed restricted, the units still are under the “control” of the private owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same in renting Affordable Units as

for leasing market rate units. With respect to the landlord's tenant selection criteria, the Administrative Agent's responsibility is to ensure that (1) the criteria for the Affordable Units is consistent with the market rate criteria, and (2) the application fee is deemed to be reasonable.

The landlord may choose to collect an application fee from households interested in applying for Affordable Housing. UHAC rules limit the application fee to 5 percent of the monthly rent of the applicable rental unit.

After the household passes the landlord's tenant selection criteria, the landlord *may* choose to collect an additional fee from the applicant to process the Affordable Housing application. Landlords may choose to implement this optional fee so only serious applicants move through the income certification process. If this optional fee is collected, the following rules apply:

- The fee cannot be higher than one month's rent.
- If the applicant is income-certified and rents the unit, the fee will be applied to the first month rent and/or down payment.
- If the applicant is income certified and they choose not rent the unit, the landlord is not required to return the fee.
- If the applicant is determined to not be income eligible, the landlord must return the fee.

#### **5. Security Deposit**

Security deposits for Affordable Units are governed by New Jersey Landlord-Tenant regulations. The requirements are the same for Affordable Units as they are for market units.

#### **6. Tenant Selection Criteria**

As explained in Section 4 above, the landlord is permitted to set tenant selection criteria and screen applicants on criteria such as credit score and criminal history, subject to approval by the Administrative Agent. All tenant selection criteria must comply with all New Jersey landlord tenant laws and the landlord is required to provide the Administrative Agent with a written copy of its tenant selection criteria. The tenant selection criteria must be applied uniformly to all applicants, and the landlord cannot impose stricter criteria on affordable tenants than market rate tenants.

#### **D. Project Monitoring**

All new units will be added to the on-line New Jersey Council on Affordable Housing ("COAH") Tracking and Monitoring ("CTM") system after the initial sale or initial rental.

### III. Marketing of Units, Waiting List, and Matching Households to Available Units

The following section describes the steps that will be taken to identify low and moderate income families that may be interested in renting and purchasing Affordable Units created by the Municipality. All marketing initiatives must comply with the Affirmative Marketing rules established by UHAC, as presently set out in NJAC 5:80-26.15 and also in accordance with the Affirmative Marketing Plan developed by the City of Hoboken (*Appendix A*).

The Affirmative Marketing Plan outlines required marketing, including paid advertising that must be conducted before a random selection is completed. (See Random Selection and Waiting List Priority in Section B, below.)

While the waiting list is open, Affirmative Marketing will continue in the form of listing of units on NJHRC.gov, affordablehomesnewjersey.com, and/or quarterly mailings to community groups, major employers, and government agencies in the New Jersey Affordable Housing region. If the waiting list is ever closed because of the long length of the list, paid advertising as outlined in the Affirmative Marketing Plan will be required to reopen the waiting list.

#### A. Preliminary Application

All households that wish to be considered for Affordable Housing must submit a preliminary application. Households will be encouraged to submit their preliminary application on-line, but hard copy submissions will also be permitted and accepted for consideration. The preliminary application will include questions about household income and its composition in order to determine preliminary eligibility.

If the applicant indicates that their total household income is below the moderate income limit for their family size, they will be eligible for placement in the applicant pool. The Administrative Agent will also set a minimum income that is required to be added to the waiting list. (See *Minimum Income Requirements* in this Chapter.) Applicants will be required to provide written documentation of their income at the time of the full income certification as discussed in *Chapter IV*.

#### B. Random Selection and Waiting List Priority

For new projects and when random selection is utilized, the Administrative Agent will assign random numbers to each applicant through a computerized random number generator thereby creating a waiting list.

After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date that the household submits their preliminary application (“**Interest Date**”).

A separate waiting list will be kept for ownership versus rental units, resulting in a total of two waiting lists for the City of Hoboken. Households waiting for age-restricted and family rental units will be part of the same waiting list. Likewise, households waiting for age-restricted and

family ownership units will be part of the same waiting list. In filling an age-restricted property, households that do not meet the age requirements will be skipped.

When brand new Affordable Units become available for rent or sale in a new development, a lottery will be conducted UNLESS there are households on the existing waiting list with lottery numbers that have not been contacted. In these cases:

- Those applicants with lottery numbers will be contacted first.
- Households that submitted a preliminary application after the last lottery (and do not have lottery numbers) will be included in the next lottery if it is required to fill the units.
- Affirmative Marketing will be required before this lottery is held since these are new Affordable Units and the public must be made aware of the new Affordable Housing opportunity.

As an example, if a new housing opportunity arises that will create 150 new Affordable Units and the existing waiting list has only 50 applicants on it (who hold numbers 1 to 50), a new lottery will held with Affirmative Marketing. If an additional 50 applications are submitted as a result of this marketing effort, then these “new” applications will be assigned numbers 51 to 100 on the waiting list.

The household with the highest lottery number (or oldest Interest Date) may not always be the next person contacted for a specific available unit because of factors impacting waiting list priority. In addition to age-restricted requirements already discussed, these factors include the number in the household, household income level, and households with a person with physically disabilities, and regional preference as may be established in the Hoboken Affordable Housing Ordinance. These factors are described in *Figure 3*.

### C. Property Questionnaire

When an applicant becomes eligible to be offered an Affordable Unit, they will be asked to complete a Property Questionnaire. The Property Questionnaire will assess whether they continue to meet the income requirements and whether they remain interested in purchasing or renting a specific unit or unit type.

In order to match households to available units as quickly as possible, the Administrative Agent will choose whether to limit the outreach to the next group of applicants on the waiting list (private outreach) or outreach to all eligible households (public outreach), as discussed in the following section.

#### 1. Private Outreach

When there is a long waiting list, the Administrative Agent will only outreach to a limited group of applicants who are next on the waiting list. This approach is typically taken with rental projects and new ownership units.

The Administrative Agent will invite approximately five to 10 households that meet the eligibility requirements to complete a Property Questionnaire for each available unit. Waiting list priority will be established by the factors outlined in *Figure 3*.

Households will have 24 hours to request to visit the unit at some future, mutually agreed upon time. If they request to visit, they will then be prompted to update a simple Property Questionnaire. If they do not want to pursue the unit or even if they do not respond at all, they will **not** be removed from the waiting list and will be notified of the next available vacancy.

The interested household will be referred to the landlord/developer to view the unit(s) and pay the application fee, if required. New ownership developments may require a mortgage preapproval be submitted prior to viewing the home. If more than one household qualifies and is interested, the household with the highest priority (lottery number or Interest Date) will be offered the unit.

Figure 3: Additional Factors Impacting Waiting List Priority

1. <b>Age-Restricted</b>	Only households that meet the age-restricted requirements will be offered age-restricted units. <u>See</u> Glossary for definition of “ <b>Age-Restricted Units.</b> ”
2. <b>Regional Preference</b>	Municipalities may choose to give preference to households that live or work in the local Affordable Housing region. Should the City choose to give preference to households that live or work in the local Affordable Housing region, such regional preference shall be established by ordinance. In such instance, applicants who indicate that they live or work in the Affordable Housing region will be contacted before those outside the region. Once those applicants are exhausted, applicants outside the region will be contacted. <u>See</u> Glossary for definition of “ <b>Regional Preference.</b> ”
3. <b>Household Size (Number of Members)</b>	Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no households with a person for each bedroom, units will be offered to smaller sized households that do not have a person for each bedroom. An applicant household cannot be required to take an Affordable Unit with a greater number of bedrooms as long as overcrowding is not a factor. (A maximum of two people are permitted per bedroom.) A household can be eligible for more than one unit category.
4. <b>Maximum Income Limit and Minimum Income</b>	Only households that are under the income limit of the Affordable Unit AND meet the minimum income requirements will qualify to apply for the next Affordable Unit. <u>See</u> <i>Figure 5</i> for a full discussion of minimum income requirements.
5. <b>Fully Accessible Units</b>	A household with a person with physical disabilities will get preference on the waiting list for accessible units because of the very limited number of handicapped accessible units. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.

## 2. Public Outreach

The Administrative Agent will contact all eligible households for a specific unit when the waiting list is short or when there are several properties available. Public outreach is typically conducted for the resale of existing units. It allows the Administrative Agent to move through the waiting list as quickly as possible.

When the Administrative Agent is notified of a pending rental vacancy or the intent of the owner of a single family unit to sell, the Administrative Agent then will set a deadline by which all applicants that have indicated an interest in this development or in Hoboken must return a Property Questionnaire. Waiting list priority will be established by the factors outlined in *Figure 3*. Interested households will be provided the contact information of the owner/seller to be provided an opportunity to view the home. If more than one household qualifies and is interested, the household with the highest priority number will be offered the unit first.

If the unit is still available after this initial outreach, the Administrative Agent will contact households not contacted in the first outreach such as smaller sized households and out of region households (if applicable.) If the home still does not have a buyer, the Administrative Agent will open the listing up to all household sizes.

Households will not be removed from the waiting list if they do not choose to purchase a unit they are offered during public outreach.

## D. Determining Preliminary Eligibility

The Administrative Agent will review the Property Questionnaire to determine whether the applicant meets or continues to meet the requirements to rent or purchase the unit. All information will be verified during the full application process. The following sections describe the factors that will be reviewed to determine preliminary eligibility as well as final eligibility during the full income certification process.

### 1. Regional Preference

Should Hoboken determine that households that live or work within Affordable Housing Region 1 (which includes Bergen, Hudson, Passaic, and Sussex counties) are to be given Regional Preference in being contacted, such Regional Preference shall be set out in the Hoboken Affordable Housing Ordinance. Upon the adoption of such an ordinance, the Administrative Agent will confirm that the household either lives or works within the region. If they no longer live or work within the region, they will remain on the waiting list for consideration after all in-region applicants have been considered.

### 2. Determining Household Composition

The household is composed of all permanent members of the household, and the composition will determine both the size of the unit needed by the household and the maximum income limit of that household. Some household members may be considered in the bedroom calculation who are not counted in the maximum income calculation as show in *Figure 4*.

Figure 4: Determining Household Size (Number of Members)

	<b>Maximum Household Income Limit</b>	<b>Bedroom Size Calculation</b>
<b>Foster Children</b>	Do not count in household (do not include foster care income either)	Count
<b>Live in Health Aid or Nanny</b> ( <i>This must be a paid position and proof of contract with caregiver is required</i> )	Do not count (Must provide proof that person is hired)	Count
<b>Child Whose Primary Residence is Not the Applicant Household</b>	Do not count	Count
<b>Unborn Child</b>	Count (Cannot ask for documentation because of privacy)	Count
<b>Child Being adopted</b>	Count	Count
<b>Full time college student not living at home</b> ( <i>Full time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester</i> )	Count (Do not count any part time income earned where part time is any income earned on less than a 35 hour work week)	Count

### 3. Maximum Income Limits

The Administrative Agent will confirm that the household's income reported on the Property Questionnaire falls under state mandated maximum income limit for the unit for which they are applying. Maximum income limits are provided annually by the State for each of the six Affordable Housing regions.

### 4. Minimum Income Requirements

Unlike maximum income limits, the State does not set minimum income limits. Instead, the State provides different income-to-housing expense ratios for rental and purchase units and different standards for age-restricted homes. The purpose of these ratios is to provide guidelines so applicants will be able to sustain their monthly housing expenses in the Affordable Units.

Evaluating minimum income requirements is complicated because the permitted ratio of monthly income that can be spent on housing expenses vary for different unit types and waivers are permitted. *Figure 5* details the minimum income ratios that will be utilized at each stage of the outreach process as well as during the full income certification. Since waivers from UHAC are allowed (see below), outreach is extended to households that do not quite meet the minimum income requirements. *For example, UHAC stipulates that households must not pay more than 33 percent of their monthly income for housing expenses if they are purchasing a home unless they meet a waiver requirement. When a specific home is for sale, outreach is expanded to all households whose housing expenses are under 35 percent instead of 33 percent. At the time of income certification, the exact percentage and whether they meet a waiver requirement is confirmed.*

Precise waiver requirement standards are not stipulated in UHAC, and *Figure 5* provides guidance when evaluating waiver requests. The State permits the Administrative Agent to give waivers to households to purchase a unit when their existing monthly housing expenses exceed 33 percent of their monthly income under the following conditions:

- The household can provide evidence that they have completed a HUD-certified home budgeting course; and
- The household obtains a firm mortgage loan commitment at the higher housing expense percentage of income level from a licensed financial institution.

Likewise, rental waivers may be given under the circumstances described below, and the household must receive a budgeting counseling class.

- The household can document that the housing expense of the Affordable Unit is less than the housing expenses of their current housing; or
- The household currently pays more in rent and the proposed rent will reduce the household's housing costs; or
- The household has consistently paid more than 35 percent (40 percent for households eligible for Age-Restricted Units) of eligible monthly income for rent in the past and has proven its ability to pay; or
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- The household documents proposed third party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit. (This includes applicants with a Section 8 Voucher.)

When reviewing a waiver request, the Administrative Agent may take into consideration whether the applicant is receiving other assistance such as food stamps.

#### **5. Minimum Down Payment (Ownership Only)**

The Administrative Agent will also screen to ensure that the applicant has at least 5 percent of the purchase price for the down payment. This down payment cannot be a grant or loan.

#### **6. Regional Asset Limit**

If an applicant owns a home without a mortgage, the value of the home must be less than the Regional Asset Limit set by the State annually. An appraisal or listing with real estate agent is required to verify value.

This Regional Asset Limit test does not apply to:

- Properties with a mortgage even if the applicant's equity exceeds the asset limit;
- Cash or other assets; and
- Applicants whose property taxes and fees on the property are more than 38 percent of the household's income.

Figure 5: Minimum Income Calculations <sup>1</sup>

<b>RENTALS</b>		
<i>Monthly Housing Expense Calculation is rent + utilities not included in Rent – monthly rental Assistance (if accepted by landlord)</i>		
	<b>Family Units</b>	<b>Age-Restricted Units</b>
<b>To Submit Preliminary Application</b>	Any household with income over <b>\$8,000/year</b>	Any household with income over <b>\$8,000/year</b>
<b>To Be Invited To Submit Property Questionnaire</b>	<b>37%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>	<b>42%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>
<b>To Be Invited To Submit Full Application</b>	<b>37%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>	<b>42%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>
<b>To Be Income Certified To Rent Unit</b>	<b>35%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>  If applicant meets minimum income requirement with rent only, case manager will review utility allowance <sup>3</sup>	<b>40%</b> of income toward housing expenses <b>45%</b> of income toward housing expenses with rental waiver <sup>2</sup>  If applicant meets minimum income requirement with rent only, case manager will review utility allowance <sup>3</sup>
<b>UHAC Requirement (Without Waiver)</b>	<b>35%</b> of income toward Housing Expenses	<b>40%</b> of income toward housing expenses
<b>OWNERSHIP</b>		
<i>Monthly Housing Expense Calculation is monthly mortgage cost +HOA fee + property tax + insurance</i>		
	<b>Family and Age-Restricted Units</b>	
<b>To Submit Preliminary Application</b>	Any household with income over <b>\$8,000/year</b> . No minimum down payment required.	
<b>To Be Invited To Submit Property Questionnaire</b>	<b>35%</b> of income toward housing expenses No minimum down payment required	
<b>To Be Invited To Submit Full Application</b>	<b>35%</b> of income toward housing expenses <b>5%</b> minimum down payment required (no loans or grants)	
<b>To Be Income Certified To Purchase Unit</b>	<b>33%</b> of income toward housing expenses <b>35%</b> of income toward housing expenses with ownership waiver <sup>2</sup>	
<b>UHAC Requirement (Without Waiver)</b>	<b>33%</b> of income toward housing expenses	
<sup>1</sup> Minimum income and percentages may be adjusted as needed to administer the program. Minimum income should not restrict eligible applicants and is designed to prevent applicants who do not have enough income from being added to the waiting list. All minimum income requirements will be clearly posted on the Administrative Agent's website. <sup>2</sup> Rental and Purchase waiver requirements are explained in the <i>Minimum Income</i> Section of this Chapter (see Section 4). <sup>3</sup> The utility allowance review will determine whether the applicant will be able to afford the monthly expenses. This is sometimes required because the new utility allowance greatly exceeds the original utility pricing or there household's actual utility costs may be less because of energy improvements.		

### **7. Minimum Credit Score**

For all purchase units, the Administrative Agent will review the self-reported credit score of the applicants when determining preliminary eligibility. The Administrative Agent will determine the minimum determined credit score (such as 600) based on the current credit requirements of banks, and the same standard will be applied to all applicants.

There will be no minimum credit score for applicants paying cash for their homes since they do not need to qualify for a mortgage.

Applicants for rental units will be advised of the minimum credit score required by the landlord. As stated above, Affordable Units are “private” market units where rents are set, and while deed restricted as to time, they are still under the “control” of the private owner/landlord, with oversight by the Administrative Agent. Accordingly, other than the set rent and deed restriction requirement, the landlord may establish its own non-discriminatory legal criteria for tenant selection. Such tenant selection criteria must be the same as (and not more stringent than) the selection criteria for leasing market rate units.

### **8. Separated Applicants**

Separated applicants who have not finalized their divorce settlement agreement cannot purchase an affordable home until the settlement agreement is finalized to prevent the other spouse from making a claim on the home. Any waiver requests from this rule will be referred to the municipal attorney so they can make a determination of whether the non-applicant spouse can make a claim on the affordable home.

Separated applicants may rent an affordable home. However, in order to calculate the household income at the time of the full income certification, the applicant will need to provide a settlement agreement, divorce decree, or a division of assets signed by both parties.

### **E. Annual Updates**

In order to keep the waiting list current, households will be asked to update their contact and other qualifying information on the waiting list annually. Households that do not update their information will be removed from the waiting list.

### **F. Full Application**

Households will be invited to submit a full application to purchase or rent an affordable home in order for the Administrative Agent to determine the income eligibility of the household. Applicants will have seven (7) days to submit the income application and seven (7) day extensions are permitted for a total of two weeks (14 days). Once the full application is received, the Administrative Agent will complete a determination of the household’s eligibility within seven days.

### **G. Removal from the Waiting List**

Applicants on the waiting list for Affordable Housing can be removed from the list for the following reasons:

1. The applicant's income exceeds the income guidelines;
2. The applicant does not have the minimum income to purchase or rent any units in the portfolio;
3. The applicant owns an asset that exceeds the Regional Asset limit;
4. The applicant requests to be removed;
5. The applicant submits fraudulent information during the income certification process;
6. The applicant fails to submit the complete application on time (this includes failure to provide documentation needed to verify income and other required documents);
7. The applicant fails to respond to an inquiry in a timely manner;
8. The applicant does not cooperate or is abusive with staff, property managers, or the sellers of Affordable Units;
9. The applicant does not meet the credit requirements or other tenant selection criteria required by the landlord;
10. The applicant is unable to secure a mortgage;
11. The applicant does not attend a budgeting/home buyer counseling class if such is required (e.g., for a waiver);
12. The applicant does not respond to requests to purchase or rent a unit;
13. The applicant does not submit an annual update; or
14. The applicant has been approved to rent or purchase a unit in Hoboken.

Applicants who are removed from the waiting list may reapply. If approved to rent or purchase a unit in Hoboken, they may reapply for other opportunities in the City.

### **H. Income Certified Applicants on the Waiting List**

Under certain circumstances, an applicant may be fully income certified but they do not proceed with the purchase or renting of the unit. The applicant will resume their original position on the waiting list. They will be contacted in the same priority outlined in this Chapter. In other words, being fully income certified will not result in any priority on the waiting list over other applicants. If the applicant does not sign a contract or lease within six months of the income certifications, the certification will expire.

## IV. Determining Income Eligibility

In order to be eligible for consideration for an Affordable Unit, a household must be determined to be income eligible. This income eligibility is modeled from the US Department of Housing and Urban Development's process known as Part 5. This system for determining eligibility is to sum the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

### A. What is Considered Income

Figure 6 and Figure 7 detail what sources of income are included in the income calculation and what sources of income are excluded as a source of income.

Figure 6: Income Sources Counted in Income Eligibility

Sources Considered Income	Description of Income Source
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, and bonuses and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Assets not earning a verifiable income shall have an annual imputed interest income using a current, average annual savings interest rate. (Use average daily balance of bank accounts for the calculations).
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in #14 of Income Exclusions).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (except as provided in #3 of Income Exclusions).
6. Welfare Assistance	Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. (Child support is not counted as income if it is not being paid even though there is a court order.)
8. Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except Armed Forces Hostile Fire Pay as stipulated in the Sources Not Considered Income Exclusions).
9. Rental Income From Real Estate	Rental income from real estate. Only the mortgage interest payment, insurance, taxes, and management expenses can be a deductible expense. (Mortgage principal payments cannot be deducted.) If the applicant owns real estate and does not receive rental income, the Administrative Agent may determine the fair market rent of the property to determine the potential rental income for the purposes of the application. If actual rent is less than fair market rent, the Administrative Agent shall impute a fair market rent unless rent control applies.
10. Imputed Interest from non-income producing assets such as real estate	Imputed interest is calculated on the equity of the asset. This applies to the equity of all non-income producing assets.
11. Property or Money Given Away in last 2 yrs	A percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Value of property will be based on tax assessment records using the following ratio: land + improvements / equalization ratio.

Only child support and alimony paid to another household by the applicant can be **deducted** from a household's income. Court ordered payments which are paid for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.

Figure 7: Income Sources NOT Counted in Income Eligibility (Per HUD Regulations)

Sources Not Considered Income	Description of Income Exclusions
1. Income of Children	Income from employment of children (including foster children) under 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property .
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Disabled Persons	Certain increases in income of a disabled member of qualified families residing in HUD funded HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671(a)). <sup>4</sup>
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. Armed Forces Hostile Fire Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	<ul style="list-style-type: none"> <li>• Amounts received under training programs funded by HUD.</li> <li>• Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).</li> <li>• Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.</li> <li>• Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for a public housing authority ("PHA") such as the Hoboken Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident</li> </ul>

<sup>4</sup> The HUD funded HOME Investment Partnerships Program ("**HOME**") provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

Sources Not Considered Income	Description of Income Exclusions
	<p>initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.</p> <ul style="list-style-type: none"> <li>Incremental earnings and benefits inuring to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and any such amounts are excluded only for the period during which the family member participates in the employment training program.</li> </ul>
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparations	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Part time income of non-head of household persons enrolled as full time student. HOWEVER, all income from the head of household will be included even if he/she is a full time student.
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from SSI and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	<p>Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply, including:</p> <ul style="list-style-type: none"> <li>The value of the allotment made under the Food Stamp Act of 1977;</li> <li>Payments received under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);</li> <li>Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;</li> <li>Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work study program or under the Bureau of Indian Affairs student assistance programs;</li> <li>Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);</li> <li>Earned income tax credit refund payments received, including advanced earned income credit payments;</li> <li>The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;</li> <li>Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs. AmeriCorps);</li> </ul>

Sources Not Considered Income	Description of Income Exclusions
	<ul style="list-style-type: none"> <li>• Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990;</li> <li>• Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and</li> <li>• Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.</li> </ul>
18. Rental Assistance/Gifts For Housing Expenses	Sporadic or reoccurring gifts for housing expenses from family, friends, or community groups.
19. Repayment of Loan	Sporadic or reoccurring payments that are repayment of a loan from to the household.

## B. Proof of Income and Other Supporting Documents

Extensive supporting documents are required to document the household's income and other qualifying criteria. The full list of required supporting documentation is provided in *Figure 8*.

During the course of the income certification, applicants may be required to submit additional documentation to establish the household composition and income. While it is impossible to list all examples of additional documentation, some examples of additional documentation are described below. The Administrative Agent may require that documentation is notarized.

- Private mortgage documentation (bank statement of party lending the money, letter with terms of private mortgage);
- Proof of gift for down payment (bank statement of party gifting the money, letter with terms of private mortgage);
- Proof of rental assistance from family, friend, or community group;
- Death Certificate of spouse when applicant is a recent widow or widower;
- Notarized letter from employer explaining overtime that will be offered to employee;
- Itemized explanation of deposits in bank accounts;
- If there are other household members that appear to be living in the household now but are not part of the household as it was when applying for housing, the applicant will have to provide a notarized letter explaining the current and existing household composition;
- If there is someone listed on the applicant's bank statement that is not included in their household applying for Affordable Housing, the applicant will be required to show proof that the person does not reside with the applicant; and

Notarized letter regarding withdrawal from 401K accounts or pensions (For example, if funds were withdrawn last year, will the applicant be making a withdrawal this year?)

Figure 8: Required Supporting Documents

<b>Identification</b>
<input type="checkbox"/> Personal photo identification: Driver’s License, passport, or State ID
<b>Income Related Documents – Provide All That Apply</b>
<input type="checkbox"/> Employment Income: 4 most recent consecutive pay stubs for all employed household members
<input type="checkbox"/> Social Security: Most recent award letter
<input type="checkbox"/> Temporary Assistance for Needy Families (TANF): Voucher or other verification
<input type="checkbox"/> Pension: Letter from pension fund setting forth outlays and benefits received
<input type="checkbox"/> Child Support: Current statement from NJ child support website, court order or notarized letter re: child support status
<input type="checkbox"/> Alimony: Current statement from NJ website or notarized letter regarding alimony support status
<input type="checkbox"/> Military Pay: Verification of military pay
<input type="checkbox"/> Workers' Compensation: Statement showing benefits
<input type="checkbox"/> Unemployment Benefits: Statement showing benefits
<input type="checkbox"/> Self Employed or Own Business: Year to date profit & loss statement (not required if submitting K-1 with taxes)
<input type="checkbox"/> 1099 for Independent Contractors (Profit and loss statements are not permitted)
<b>Bank Statements &amp; Other Accounts (Including JOINT ACCOUNTS)</b>
<input type="checkbox"/> Checking Account: All pages of statements for the last 6 consecutive months
<input type="checkbox"/> Savings Account Statements Including CD's: All pages of statements for the last 6 consecutive months
<input type="checkbox"/> Other Account Statements: Most recent statement for other assets such as retirement accounts, 401k's, stocks, bonds, & trusts
<b>Tax Returns</b>
<input type="checkbox"/> Federal Tax Return: All pages of 1040 Federal Tax Return for the past 3 consecutive years (copies of signed returns to validate the copy)
<input type="checkbox"/> State Tax Return: All pages for the past 3 consecutive years
<input type="checkbox"/> Notarized tax waiver letter if unable to provide taxes
<b>If Applicant Owns A Home, Condo, And/ Or Rental Property, The Following Is Required</b>
<input type="checkbox"/> Current mortgage statement
<input type="checkbox"/> Investment property lease agreement (if applicable)
<input type="checkbox"/> Current year tax assessment record
<input type="checkbox"/> Real estate listing if this property is for sale
<input type="checkbox"/> Contract with the realtor listing property if property is for sale
<input type="checkbox"/> Foreclosure notice (LIS PENDENS, etc.) if the property is in foreclosure
<b>Other</b>
<input type="checkbox"/> Divorce Decree: All pages of divorce decree & settlement agreement
<input type="checkbox"/> Full Time Student Over 18: School schedule to document full time status
<input type="checkbox"/> Section 8: Voucher ( <b>RENTAL ONLY</b> )
<input type="checkbox"/> Mortgage Preapproval ( <b>OWNERSHIP ONLY</b> )

**C. Final Eligibility Determinations**

After the household’s annual income and composition is determined and verified, the Administrative Agent will make the final eligibility determination. Requirements related to household composition, Regional Asset Limit, down payments, etc. outlined in *Chapter III* will also be verified.

Households determined to be eligible will receive an eligibility letter notifying them of their eligibility determination, in writing. When a household is determined ineligible, an internal peer review of the income certification will be completed by the Administrative Agent. If the peer review confirms the ineligibility determination, the household will be notified in writing

and advised that it may submit additional proof and request that the decision be reconsidered by the Administrative Agent. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility. If an applicant for affordable housing is again determined to be ineligible by the Administrative Agent, then the City of Hoboken Municipal Housing Liaison (see Chapter 7) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situation that the Municipal Housing Liaison is unable to resolve will be forwarded to the New Jersey Mortgage and Finance Agency (“**Agency**”) (or its successor) for further appeal and review. The determination of the Agency (or its successor) shall be a final administrative action (i.e., decision) subject to review of the courts.

#### **D. Misrepresentation of Information in Application**

When the applicant submits their full application, the applicant certifies that all information provided in the application is complete and true as to the entire household. If the applicant makes false statements or provides fraudulent documentation, the applicant will be determined ineligible immediately. They may reapply for Affordable Housing but they will lose their position on the waiting list.

#### **E. Changes to Income and/or Household Composition after Submittal**

Prior to the certification process and a determination of eligibility, a household may supplement its application. Once the full application has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week time frame during which the household’s eligibility is being reviewed, the applicant is not permitted to change the employment status of any household member in order to become eligible for Affordable Housing nor change the household composition from what is listed on the application. *For example, the applicant cannot add a member to their household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period.* See Glossary for definition of “**Eligibility Period**”. If the applicant does make changes during this Eligibility Period, the household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or household composition and will be assigned a new position on the waiting list.

## V. Ownership Program

At each purchase, Affordable Housing documents are executed that restrict units as Affordable Units. The process of finding a buyer is explained in depth in *Chapter III*. In addition, the buyer must be income certified as outlined in *Chapter IV* and information about establishing new ownership projects is also included in *Chapter II*.

The following outlines the process of selling and purchasing an affordable home.

### A. Selling an Affordable Home

#### 1. Request an Intent to Sell Package

When an owner wants to sell its affordable home, the first step is to request an Intent-To-Sell package. The owner, as “**Seller**”, cannot start the process of selling its home until it makes this request and receives the package from the Administrative Agent.

#### 2. Calculate the MRSP

The Administrative Agent will calculate the MRSP of the affordable home based on the last sale price and the last sale date. The annual increase issued by the State of New Jersey is applied for each year the owner has owned the home. However, there is no increase if the owner has owned the home for less than a year. *For example, if an owner purchased an affordable home in March 2015 and requested to sell the home in January 2016, the MRSP is the price the owner paid for the home.*

In addition, if the owner requests to sell their home and the state has not released the annual increase for that year yet, no annual increase for the current year will be applied. *For example, if an owner requests to sell their home in February 2015, and the 2015 increase has not been released, the MRSP will not include an increase for 2015.*

The Administrative Agent will prepare the Intent to Sell Package and send it to the Seller. This package will include:

- Form for the owner to sign and return, formally requesting to sell home;
- The MRSP of the unit;
- An overview of the process of selling an affordable home in this program;
- Blank Purchase Agreement;
- Summary of fees charged by the Administrative Agent/Municipality related to selling of the affordable home;
- Request for digital photographs to be utilized in the marketing of the home; and
- Request for additional information about the home to be utilized in marketing the home such as recent renovations and unit amenities.

#### 3. Start Affirmative Marketing Process

When the Administrative Agent receives the signed Intent to Sell Form back, it will begin the process of looking for a buyer for the unit. This process is outlined in *Chapter III* of this manual. The Administrative Agent will refer interested buyers directly to the Seller. The Seller

will be responsible for showing the home to interested buyers. These buyers will be pre-screened by the Administrative Agent. However, since they will not be income certified, the Seller CANNOT enter into a contract with the buyer until the buyer is income certified. When a household decides to purchase the affordable home, the buyer will be sent a full income certification application. (See the *Purchase Agreements and Contracts* later in this Chapter.)

## **B. Buying an Affordable Home**

### **1. Preliminary Application and Prescreen**

In order to be considered to purchase an affordable home, interested buyers must submit a preliminary application. The process outlined in *Chapter III* will be followed even if the Seller has found a buyer interested in purchasing the property. The unit must be affirmatively marketed to other eligible households on the waiting list first.

### **2. Income Certification**

When a household would like to purchase the home, it will notify the Administrative Agent, and if it is next on the waiting list, it will be invited to submit a full application. The income certification process is described in detail in *Chapter IV*. A mortgage pre-approval must be submitted with the application as well as proof that the buyer has the recommended minimum down payment if required by the bank or provided at buyer's option. Buyers will be advised that they will also be responsible for closing costs, but they will not be required to show proof of funds at the time of the income certification. Closing costs cannot be added to their mortgage principal because the buyer can only finance 95 percent of the MRSP of the home.

### **3. Mortgage Provider**

The Administrative Agent will provide prospective buyers with a list of mortgage companies that have financed deed restricted Affordable Units recently. If the prospective buyer chooses to utilize a different lender, the Administrative Agent will provide the lender copies of the Affordable Housing documents for their review after the buyer is income certified.

A buyer may borrow money to purchase the home from a friend or family member (sometimes referred to as a "*Private Mortgage*"). To proceed with the application, the Administrative Agent will require proof that the lending party has the funds (bank statement of the party who is lending the money, for example) and a notarized letter signed by both parties with the terms of the loan (monthly payment, interest, etc.). If the money is a gift, this should be noted in the letter. The lending party in a Private Mortgage situation MAY NOT be on the deed to the Affordable Unit.

### **4. Down Payment**

In order to encourage homeowner investment and a sense of direct involvement in the homeownership process, it is strongly recommended that the buyer provide 5 percent of the purchase price as down payment. In addition, as a practical matter, applicants are highly unlikely to receive a mortgage without at least 5% down payment. The funds may be provided as a gift (e.g., from a family member or friend) if the funds do not have to be repaid, and proof of the gift must be provided at the time of income certification (see above).

Some municipalities offer a down payment assistance grant program. In such cases, the minimum down payment requirement is governed by specific program requirements. The Administrative Agent will maintain a list of down payment assistance programs that may become available to Hoboken residents and provide program information to buyers.

#### 5. Separated Spouses

A buyer is separated and who has not finalized its divorce settlement agreement CANNOT purchase an affordable home until the settlement agreement is finalized to prevent the other spouse from making a claim on the home. Any waiver requests from this rule will be referred to the municipal attorney so it can make a determination of whether the other spouse can make a claim on the affordable home.

#### 6. Cosigners on Deeds and/or Mortgages Are Not Permitted

If a buyer for Affordable Housing cannot obtain a mortgage, a family member or friend CANNOT obtain a mortgage and allow the affordable buyer to reside in the home. Anyone on the deed and/or mortgage is considered part of the buyer's household and must be included in the income certification and must reside in the home as its primary residence.

However, not all household members are required to be on the mortgage and/or deed. *For example, if a household is composed of the buyer and its roommate, both the buyer and the roommate will be included in the income certification. The roommate is not required to be on the deed or the mortgage.*

### C. Purchase Agreement and Contracts For Sale

As the buyer and seller enter into negotiations, the purchase agreement is an "internal", not legally binding, COAH generated document between them to establish and ensure that the unit will be affordable to the buyer. It stipulates such terms as the MRSP of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit ("**Purchase Agreement**"). All these terms are then set out in the contract for sale. Typically the Purchase Agreement is signed after the buyer has been income certified, however under certain circumstances the Purchase Agreement may be amended and signed after the income certification process (see Section 4 below).

The contract for sale is a legal contract between the buyer and seller, finalizing the negotiations between buyer and seller and setting out all material terms of the transaction ("**Contract for Sale**"). The Contract for Sale can only be executed after the household is income certified

Copies of both the Purchase Agreement and Contract for Sale should be sent to the Administrative Agent immediately upon execution.

#### 1. MRSP and "Extras"

The Purchase Agreement includes a section for the Seller to list items that may be sold separately at a price agreed upon by the buyer and seller. The price to be paid for items of personal property shall not be used as a mechanism to avoid or circumvent the limitations on the resale price of the unit itself. The personal property for sale cannot become a contingency of

the house sale. If this separate transaction occurs, it cannot be incorporated into the Mortgage or Contract of Sale.

These “extras” do not include items of property that are permanently affixed to the unit such as countertops and flooring or were part of the original sale. These permanently affixed items are to be included in the MRSP and no additional compensation is permitted to the owner. As stated in UHAC, N.J.A.C. 5:80-26.9: “Upon the resale of a restricted unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price.”

## 2. Accepting and Rejecting Offers

The Seller of the home must accept offers from the next buyer on the waiting list whose income is certified and who offers to purchase the home for the MRSP. The Seller cannot reject an offer at the MRSP from the first eligible person on the waiting list for any reason such as the buyer not making a cash purchase. In the contract, the Seller can include a requirement that the buyer be able to close in a reasonable amount of time, such as two months.

Buyers may make offers at less than the MRSP. The seller may choose to accept such an offer but is not required to accept such lower offers.

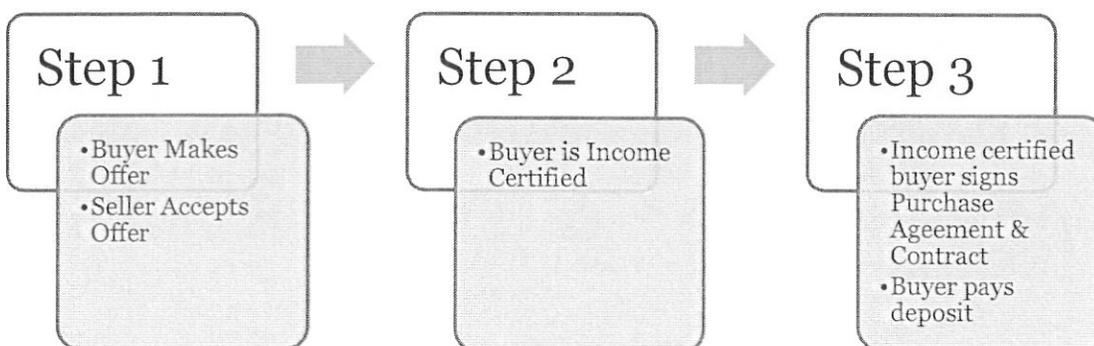
## 3. Good Faith Deposit/Earnest Money

It is not required, but the seller may choose to collect a good faith deposit or earnest money at the time the Purchase Agreement is signed.

## 4. Purchase Agreement and Income Certification

The Purchase Agreement is typically signed only after the household is income certified. (See *Figure 9 below*.) Under this process, the Purchase Agreement clearly states that only an income certified household may sign a purchase agreement. See Glossary for definition of “**Certified Household**”. This process will be utilized for most resales, and it is the most effective process for selling homes if there is not a high demand for the home.

Figure 9: Purchase Agreement Signed After Income Certification



However, under certain circumstances, the Administrative Agent may amend the Purchase Agreement to permit a buyer who is not yet income certified to sign the Purchase Agreement. These circumstances include new developments where demand is very high for the units. Under this approach, as shown *Figure 10*, the Purchase Agreement will clearly state that the Purchase Agreement is contingent on the income certification by the Administrative Agent of the buyer as a Low or Moderate-Income household and, in the event that the household is determined not to be income eligible or does not submit a complete application, then the Purchase Agreement is invalid.

#### D. Attorneys

New Jersey does not require that attorneys handle real estate transactions. However, while not a requirement, it is recommended that both the buyer and seller hire an attorney to draft the contract and represent them during the transaction.

#### E. Realtors

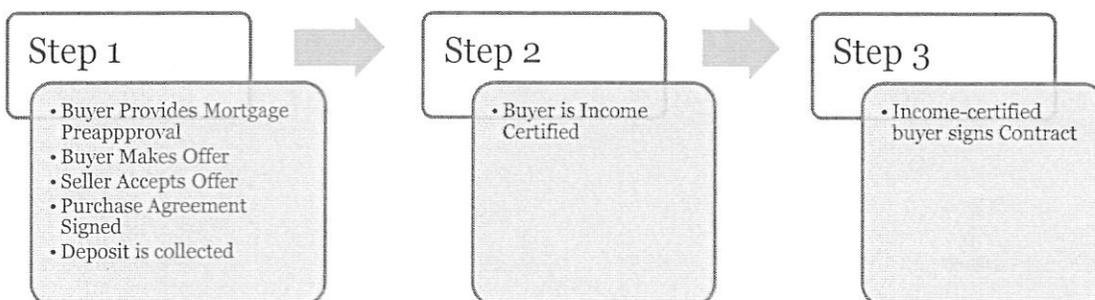
A realtor is not required for the sale of the affordable home because the Administrative Agent will refer interested buyers from the waiting list. However, some Sellers may choose to hire a realtor to conduct additional marketing and show the home. This is permitted under the following circumstances:

- The Seller provides the realtor's contact information to the Administrative Agent so that the Administrative Agent can inform the realtor of the MRSP, preliminary application, income certification process, and other Affordable Housing requirements;
- All interested buyers referred by the realtor, must submit a preliminary application and will be contacted following the process outlined in Chapter III; and
- Any realtor fee is subtracted from the MRSP. In no circumstances will the price of the home exceed the MRSP.

#### F. Coordination of Closing

After the home goes under contract, the Administrative Agent will maintain regular contact with the buyer, seller, and/or their attorneys as well as the mortgage provider. The Administrative Agent will answer questions about the Affordable Housing documents and assist to resolve any issues that arise before closing.

Figure 10: Purchase Agreement with Non-Income Certified Buyer



**1. Required Legal Documents**

The Administrative Agent will prepare the Affordable Housing documents summarized in the *Figure 11*.

**2. Resale of Affordable Units: Requirement for a Market Rate Appraisal**

A market rate appraisal will be required to calculate the repayment amount on the affordable Recapture Mortgage Note. (This amount is the difference between the market appraisal and the affordable sale price and is due at the first non-exempt sale at the end of the control period. The repayment amount is paid to the City of Hoboken.)

For new units, the developer is responsible for providing the market rate appraisal. If the buyer’s mortgage company completes a market-rate appraisal, that appraisal can be used instead.

For resales, the buyer must provide the market rate appraisal. If the buyer’s mortgage company will not be completing a market rate appraisal or it is a cash deal, the buyer must pay for a market rate appraisal. *This buyer will be notified of this requirement as soon as the Purchase Agreement is signed because the unit cannot close without the market appraisal.*

**3. Closing Fees**

If applicable, required closing fees paid by the Seller are due at the time of closing and must be included on the Settlement Statement. The fee cannot be waived.

The only exception is if the unit is bank owned as the result of a foreclosure action and the lenders (such as FHA, Fannie Mae, or Freddie Mac) are statutorily prevented from paying closing fees.

**Figure 11: Legal Documents for Ownership Units**

	<b>No Master Deed</b>	<b>Master Deed</b>
<b>Form of Document as specified by COAH (see note)</b>	<ul style="list-style-type: none"> <li>◆ Deed “A”</li> <li>○ Certification “J”</li> <li>○ Recapture Note “L” (DCA), “N” (Municipality), or “P” (Agency+)</li> <li>◆ Recapture Mortgage “M” (DCA), “O” (Municipality), or “Q” (Agency)</li> </ul>	<ul style="list-style-type: none"> <li>◆ Deed “D”</li> <li>◆ Restrictive Covenant “C-1”</li> <li>○ Certification “J”</li> <li>○ Recapture Note “L” (DCA), “N” (Municipality), “P” (Agency)</li> <li>◆ Recapture Mortgage “M” (DCA), “O” (Municipality), or “Q” (Agency)</li> </ul>
	<ul style="list-style-type: none"> <li>○ Must be filed with Administrative Agent / Municipality</li> <li>◆ Must be recorded with County</li> </ul>	
<p>+ New Jersey Housing and Mortgage Finance Agency (“<b>Agency</b>”)                      The documents as identified above are forms as prepared, named and approved by COAH. See “Administration of Affordable Units – Appendices”; <a href="http://www.nj.gov/dca/services/lps/hss/uhac.html">http://www.nj.gov/dca/services/lps/hss/uhac.html</a>; NJ DCA website accessed May 25, 2016.</p>		

#### 4. Closing Checklist

At the closing, the Administrative Agent will review the Affordable Housing rules with buyer including the following:

- When the unit is sold in the future, the owner must contact the Administrative Agent. The unit cannot be sold for more than the MRSP, and it must be sold to an income Certified Household;
- All refinancing, including lines of credits, secured by the Affordable Unit, must be approved in advance and in writing by the Administrative Agent. The total amount of all debt may not exceed 95 percent of the MRSP of the home;
- The Affordable Unit must be the owner's primary residence;
- No renting of this unit is permitted except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent (see Waiver section for more information); and

Improvements made to the unit will not increase the MRSP. However, as permitted under UHAC (N.J.A.C. 5:80-26.9), an owner "may apply to the Administrative Agent to increase MRSP for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom [additional bedroom, cost of central air conditioning ... see N.J.S.A. 5:80-26.12]. In no event shall the MRSP or an improved housing unit exceed the limits of affordability for the larger household."

Prior to closing, the Administrative Agent will obtain a copy of the Closing Disclosure for the Affordable Housing file that is executed at closing between the buyer and seller to confirm that:

- The sale price listed on the Closing Disclosure does not exceed the MRSP; and
- The buyer has not financed more than 95 percent of the sale price and that the buyer is not receiving cash back at closing.

Following closing, the Administrative Agent will obtain one original set of documents and distribute the copies as follows:

- Original of Mortgage, deed, discharges and Restrictive Covenant (if applicable) to the attorney or title company that handled the closing for recording.
- Copy of all documents is provided to the buyer.
- Original of Mortgage Note and copies of all other documents are kept by the Administrative Agent for the Affordable Housing file.

#### G. Refinance Requests

Affordable home owners are permitted to refinance their mortgages or incur some form of additional debt on their home, such as a home equity loan. The owner must notify the Administrative Agent who will review the request to confirm that the total debt is not more than 95 percent of the current MRSP. If the total debt exceeds 95 percent of the MRSP, the request will be denied. If the request is under 95 percent, the request will be approved.

If there is a fee to review the refinance request, the refinance review will not be started until the fee is submitted via certified check or money order.

As clearly stated in the Restrictive Covenant, the owner is forbidden from refinancing or taking an equity loan, a secured letter of credit, or any other mortgage obligation or other debt without advanced, written approval from the Administrative Agent.

#### **H. Annual Mailing**

The Administrative Agent will send a mailing to each of the affordable owners annually. This newsletter will provide the owner with information about how to get in touch with the Administrative Agent if they want to sell their home or refinance their mortgage. It will also remind them of other important Affordable Housing requirements.

The envelope will be marked “do not forward”, and if it is returned by the post office, the Administrative Agent will follow-up with the owner to determine if the owner is no longer living in the home.

#### **I. Report that Owner is Not Living in The Unit and/or Renting Unit**

When the Administrative Agent obtains indicia that an owner is not living in the unit, the Administrative Agent will investigate the allegation. The Administrative Agent will gather as many details as possible such as how long the owner has not been living in the unit; if anyone else is living there (i.e. renters); and if there is anyone else that will corroborate the allegations.

The Administrative Agent will also contact the City of Hoboken Division of Tax Collection to determine where the tax bills are being sent. If they are sent to a different address than the property address on file with the Administrative Agent, then this is an indication that the owner is leasing the Affordable Unit.

The Administrative Agent will send a letter to the owner asking that it call the Administrative Agent within seven days. If the letter is returned, this will also suggest that the owner is not living in the unit. If the owner receives the letter and calls the Administrative Agent, the Administrative Agent will ask the owner about the allegations and request that they provide proof of residency, including copies of their driver’s license and utility bills. The Administrative Agent may also determine it is necessary to do an address search on the owner.

If it is determined that the owner is not living in the home, the enforcement provisions outlined in *Chapter VIII* will apply.

#### **J. Non-payment of Condominium/Homeowner Association Dues, Taxes, Mortgages, and Foreclosure**

When the Administrative Agent receives a report that the owner is falling behind in home owner association dues, taxes, and/or mortgage payments, it will immediately reach out to the owner. The purpose of this outreach is to:

- Educate the owner on the risks of not paying their condominium or homeowner association dues, taxes, and/or mortgage payments;

- Determine whether the owner has experienced a temporary or permanent loss of income;
- Recommend that they contact their condominium/homeowner association and/or mortgage company to see if they can set-up a repayment plan;
- Refer them to foreclosure prevention resources; and
- Advise them of the MRSP of their home if they are interested in selling the home before they become further behind.

The Administrative Agent will track the status of the unit and coordinate closely with the City of Hoboken, through its Division of Tax Collection and Assessor Office, as well as its Corporation Counsel, in order to be updated as to any water and sewer fees that are in arrears and any foreclosures on Affordable Units. Additionally, the Administrative Agent will notify the City of Hoboken Corporation Counsel if it becomes aware that the home is in foreclosure or a lien has been placed on the unit by the condominium/homeowner association.

All deed restrictions must clearly specify that the affordability controls remain in effect despite the entry and enforcement of any judgment of foreclosure.

## K. Waivers

The Administrative Agent has authority to grant waivers from some of the Affordable Housing rules. The Administrative Agent will complete a waiver request form for each request it receives outlining the details of the request and its decision to approve or deny the request.

### 1. Request to Rent Affordable Unit

Requests to rent a unit will only be approved on a temporary basis if the owner will be required to leave the area for a temporary period of time, such as military deployment. Each request will be reviewed by the Administrative Agent (as permitted by UHAC) based on the specific circumstances of the request. *Another example of where a request for waiver possibly would be approved is where the owner needs to go to another area to care for a sick relative for a short period (such as three months). A request for a waiver in order to move to another city to “try out” a new job for six months most likely would not be a basis for an approval.*

The Administrative Agent will determine the maximum rent based on the initial affordability pricing of the unit, and will select the tenant through Affirmative Marketing and random selection.

Other requests to rent units will be denied. These include requests from owners who would like to rent their home because they are unable to sell the unit for the full MRSP.

### 2. Request to Sell to a Higher Income Household

After an Affordable Unit has been for sale for over 90 days, the owner may request that it be sold to someone in a higher income level. The first factor the Administrative Agent will consider in reviewing these requests is how long it takes to sell a similar Affordable Unit in the current housing market. It is not unusual for an Affordable Unit to be offered for sale for six months or more before a qualified buyer is found. The waiver request will not be considered until the

Affordable Unit has exceeded the “typical” time period it takes to sell a home under current market conditions.

Next, the Administrative Agent will review the sale price of the Affordable Unit. The inability to sell a unit for the MRSP shall not, in and of itself, be considered an appropriate reason for granting a hardship waiver. The Administrative Agent will review the sale price of recent, comparable affordable homes and determine if the owner should consider lowering the price. The condition of the unit and whether the Seller has consented to show the Affordable Unit to interested applicants will be factored into this analysis.

If the home has been for sale longer than other Affordable Units typically take to sell with the sale price comparable to other sales, and the owner has shown the Affordable Unit to interested buyers, the waiver may be approved. This waiver will only apply to this sale, and the original income restriction will remain for future sales.

#### **L. Requests for Improvements**

The Administrative Agent will review requests to increase the MRSP of the Affordable Unit on the basis of capital improvements. Eligible capital improvements shall be an increase in the number of bedrooms.

Owners may make improvements to their Affordable Units, and they are not required to request approval from the Administrative Agent. This includes improvements such as new countertops or flooring that do not increase the MRSP.

#### **M. Transfer of Ownership to Non-Income Certified Owner**

Under the following circumstances, ownership of an Affordable Unit can be transferred to another owner without the new owner being income certified. These circumstances include:

- Transfer of ownership between husband and wife;
- The transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; or  
The transfer of ownership through an executor’s deed to a Class A beneficiary (father, mother, grandparents, descendants, spouses, and, generally, civil union partners, or domestic partners).

This waiver will only apply to this sale, and the original income restriction will remain for future sales.

#### **N. Enforcement**

The guidelines for the enforcement of the affordable rules are outlined in *Chapter VIII*.

## VI. Rental Program

The following is an overview of the process of filling a rental vacancy. See *New Rental Units* in *Chapter II* for a discussion of allowable fees and landlord-tenant selection criteria and *Chapter III* for a full discussion of management of the waiting list.

### A. Filling Affordable Rental Vacancy

#### 1. Landlord Notifies of Vacancy

Landlords will notify the Administrative Agent when there will be a vacancy. Because of the Affirmative Marketing and income certification requirements, landlords will be advised that it may take up to two months to find a qualified tenant and longer if there is not high demand for a unit.

#### 2. Calculating the Maximum Rent at Vacancy

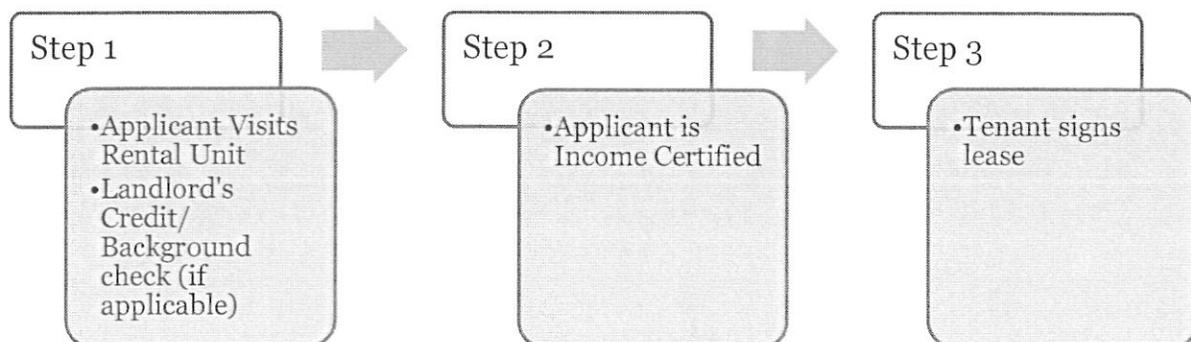
The Administrative Agent will determine the Maximum Rent that can be charged to the new tenant. This will be based on initial rent when the first tenant occupied the unit and the annual increases permitted by the State. (Annual rental increases will be calculated even if the landlord did not take all permitted annual increases for the previous tenant.) At the landlord's discretion, the landlord can choose to rent the unit for less than the Maximum Rent determined by the Administrative Agent.

#### 3. Referring Applicants to Landlord

The Affirmative Marketing process is outlined in *Chapter III* of this manual. After the next household on the waiting list passes the Administrative Agent's preliminary screen, the applicant is referred to the landlord to see the unit. If the applicant wants to rent the unit, they will complete the landlord's application and pay any required landlord fees. (See *New Rental Units* in *Chapter II* for discussion of fees and landlord-tenant selection criteria.)

If the landlord approves the applicant, the landlord will notify the Administrative Agent and the Administrative Agent will invite the applicant to submit a full application (*Figure 12*).

Figure 12: Rental Income Certification Process



#### 4. Income Certification and Signing the Lease

After the applicant is fully income certified, the landlord will be notified that they may execute a lease with a tenant. *Co-signers* are permitted if allowed by landlord. Applicants who are separated and do not have settlement agreements are permitted to rent an Affordable Unit. However, in order to calculate the household income at the time of the full income certification, the applicant will need to provide a division of assets signed by both parties.

A copy of the executed lease must be sent to Administrative Agent.

#### B. Lease Renewals

The Administrative Agent will calculate the allowable maximum rent each year based on the rental increase published by the State. The Administrative Agent will advise the landlord what the maximum amount of rent is and request the copy of the executed lease for the file. And, unlike some forms of Public Housing, the tenant's right to tenancy at the allowable rent does not vary with any increases or decreases in the tenant's income.

If the landlord chooses not to take the annual increase, the landlord may not take a larger increase the following year. *For example, if the landlord does not take the 2015 increase in 2015, they may not take the 2015 and 2016 increase the following year if the current tenant does not move out.*

Month-to-month leases are permitted. Additional fees for month-to-month leases are considered "optional fees." See discussion of optional fees in *Chapter II*.

Income certification of tenants is NOT required at the time of lease renewal. Upon leasing an Affordable Unit to a new tenant, the landlord will be permitted to lease at the allowable rent level permitted at that time.

#### C. Adding Additional Household Members to the Lease

The household composition of the rental household may change over time. The Affordable Housing rules do not prohibit the tenant from adding additional household members to the lease. All changes to the lease must be approved by the landlord.

However, an applicant cannot change their household composition after they submit the full application or immediately after they are income certified. The household members on the new tenant's lease must match the household members listed on the income certification. This is to prevent applicants from changing their household composition in order to qualify for an Affordable Unit.

#### D. Income Designation of Units Are Fixed

The income designation and pricing tier of units are fixed and cannot be changed during the affordability period for any reason. *For example, if Unit 301 is a 3 bedroom Low-Income Unit and unit 201 is a 3 bedroom Moderate-Income unit, the landlord CANNOT change Unit 201 into the Low-Income unit and unit 301 into the Moderate-Income unit.*

**E. Evictions**

If the affordable tenant fails to pay rent or violates the terms of the lease, the landlord may take action as permitted by New Jersey Landlord Tenant laws.

**F. Enforcement**

The guidelines for the enforcement of the rental rules are outlined in *Chapter VIII*.

## VII. Appeals

If an applicant for affordable housing is determined to be ineligible by the Administrative Agent, the applicant may submit additional proof and request reconsideration. Such request for reconsideration shall be made by the applicant within five (5) business days of receipt of notice of denial of ineligibility.

In the event that a policy or decision regarding this program is appealed by an outside party, the Hoboken Municipal Housing Liaison (a position established by City ordinance (Section 65A-13)) will attempt to mediate the decision or policy to the satisfaction of all parties. Any situations that the Municipal Housing Liaison is unable to resolve will be forwarded to the Executive Director of the Agency (or its successor) for review.

## VIII. Enforcement

Hoboken's Affordable Housing Ordinance provides specific guidelines in the event of breach of any of the guidelines governing the Affordable Units by an owner, developer, or tenant. The remedies include, but are not limited to:

- Foreclosure;
- Tenant eviction;
- Municipal fines;
- A requirement for household recertification;
- Acceleration of all sums due under a mortgage;
- Recoupment of any funds from a sale in violation of the regulations;
- Injunctive relief to prevent further violation of the regulations; and
- Entry on the premises.

### A. Written Notice

In accordance with Section 65A-14 of the City Affordable Housing Ordinance, Hoboken will provide written notice of a violation to a household, developer or tenant of an Affordable Unit advising them of the violation and the related penalty for the violation. If the violation is not corrected within sixty (60) days after the written notice, the City of Hoboken may take the actions outlined in this Chapter.

### B. Penalties

The City of Hoboken may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the Affordable Unit. If the owner, developer, or tenant is found by the court to have violated any provision of the regulations governing Affordable Units, the owner, developer, or tenant shall be subject to one or more of the following penalties, at the discretion of the court:

- A fine of not more than \$2,500 or imprisonment for a period not to exceed 90 days, or both. Each day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
- In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing Affordable Units, payment into the City of Hoboken Affordable Housing Trust Fund of the gross amount of rent illegally collected; and
- In the case of an owner who has rented his or her low- or moderate-income unit in violation of the regulations governing Affordable Units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

The City of Hoboken may file a court action in the Superior Court seeking a judgment, which would result in the termination of the owner's equity or other interest in the Affordable Unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low- and moderate-income unit.

### C. Sheriff Sale

Such judgment shall be enforceable, at the option of the City of Hoboken, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the City of Hoboken fully, including attorneys' fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the City of Hoboken for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the City of Hoboken in full as aforesaid, the violating owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the City in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the City of Hoboken for the owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the owner shall make a claim with the municipality for such. Failure of the owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the Affordable Housing Trust as established by the City of Hoboken. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the owner or forfeited to the City.

Foreclosure by the City of Hoboken due to violation of the regulations governing Affordable Units shall not extinguish the restrictions of the regulations governing Affordable Units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the Affordable Unit.

The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the MRSP for which the low- and moderate-income unit could have been sold under the terms of the regulations governing Affordable Units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the MRSP of the low- and moderate-income unit as permitted by the regulations governing Affordable Units.

The owner shall remain fully obligated, responsible, and liable for complying with the terms and restrictions governing Affordable Units until such time as title is conveyed from the owner.

## GLOSSARY

“**Administrative Agent**” means the entity responsible for the administration of Affordable Units in accordance with [the Hoboken Ordinance], as defined and with the responsibilities specified at N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented. Source: Hoboken Ordinance, §65A-1.

“**Affirmative marketing**” means a regional marketing strategy designed to attract buyers and/or renters of Affordable Units pursuant to N.J.A.C. 5:80-26.15. Source: Hoboken Ordinance, §65A-1.

“**Affordable**” means a sales price or rent within the means of a very low, low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented. Source: Hoboken Ordinance, §65A-1, as modified.

“**Affordable housing**” means housing units restricted to income-eligible very-low, low and moderate income households.” Source: Hoboken Ordinance, §65A-1, as modified.

“**Affordable Housing Development**” means a development included in the Housing Element and Fair Share Plan, and includes but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent Affordable Housing development. Source: Hoboken Ordinance, §65A-1.

“**Affordable Unit**” means a housing unit proposed or created pursuant to the Fair Housing Act, credited pursuant to NJAC 5:97-4, as may be amended and supplemented, and approved for funding by the Court and/or funded through an affordable housing trust fund. Source: Hoboken Ordinance, §65A-1, as modified.

“**Affordability Average**” means the average percentage of median income at which new restricted units in an Affordable Housing development are affordable to very low, low- and moderate-income households. Source: Hoboken Ordinance, §65A-1, as modified.

“**Agency**” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.). Source: Hoboken Ordinance, §65A-1.

“**Age-Restricted Unit**” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607. Source: Hoboken Ordinance, §65A-1.

“**Application**” means both the Preliminary Application and the Full Application submitted by an interested renter or potential homeowner for Affordable Units in the City of Hoboken.

- “**Preliminary Application**” means the initial application submitted by all households that wish to express their interest in and be considered for Affordable Housing. This Preliminary Application includes information about household income and composition in order to determine preliminary eligibility.
- “**Full Application**” means once an Affordable Unit appropriate for the Household (either to rent or buy) has been identified and the Household is nearing or next on the waiting list, the Household will be asked to submit a full application which requires that the income and household composition be updated and verified. The Administrative Agent will make a determination of the Household’s eligibility.

“**Certified Household**” means a Household that has been certified by an Administrative Agent as A Very Low, Low-Income or Moderate-Income Household. Source: Hoboken Ordinance, §65A-1, as modified.

“**Closing Disclosure Form**” means the form which in October 2015 replaced the commonly used HUD-1 Settlement Statement for residential real estate closings. The Closing Disclosure Form provides details about the mortgage loan selected by the buyer which includes the loan terms, projected monthly payments, and how much the buyer will pay in fees and other costs to obtain the mortgage (“closing costs”).

The lender is required to provide the Closing Disclosure Form to the buyer at least three business days before the closing on the mortgage loan. The Administrative Agent will review the Closing Disclosure Form to confirm that the sale price does not exceed the MRSP and that the buyer is not receiving cash back at closing.

“**COAH**” means the Council on Affordable Housing, or successor agency, which is in, but not of the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act “to have primary jurisdiction for the administration of housing obligations in accordance with sound regional planning considerations in this State” N.J.S.A. 52:27D-304 (a). Source: Hoboken Ordinance, §65A-1, as modified.

“**Contract for Sale**” means a legally binding agreement between a buyer and seller for the sale or transfer of real estate. See also, “**Purchase Agreement**”.

“**CTM**” means the on-line COAH Tracking and Monitoring system to which new units are added after initial sale or initial rental.

“**DCA**” means the State of New Jersey Department of Community Affairs. Source: Hoboken Ordinance, §65A-1.

“**Developer**” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development, including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land. Source: Hoboken Ordinance, §65A-1.

**“Development”** means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq. Source: Hoboken Ordinance, §65A-1.

**“Eligibility Period”** means once the Full Application for an Affordable Unit has been submitted with the applicant certifying that all information is complete and true, the applicant enters the Eligibility Period. During this one to two-week time frame, as the Household’s eligibility is being reviewed, the applicant is not permitted to change the employment status of any Household member in order to become eligible for Affordable Housing nor change the Household composition from what is listed on the Full Application. *For example, the applicant cannot add a member to their Household, subtract a member, quit a job, or get a new job, or a raise during the Eligibility Period.* If the applicant does make changes during this Eligibility Period, the Household will be determined ineligible and lose their position on the waiting list. However, the applicant may reapply with their new income and/or Household composition and will be assigned a new position on the waiting list.

**“Fair Housing Act”** means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.) Source: Hoboken Ordinance, §65A-1.

**“Full Application”** (see **“Application”**).

**“Hoboken Housing Authority”** means the Public Housing Agency which manages and operates publically assisted units in the City of Hoboken.

**“Hoboken Affordable Housing Ordinance”** means Chapter 65A, entitled “Affordable Housing” as may be amended and supplements.

**“HOME Program”** means the HUD funded HOME Investment Partnerships Program that provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating Affordable Housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create Affordable Housing for Low-Income Households.

**“Household”** means, in accordance with HUD definitions and UHAC practice, the number of persons in the Affordable unit and not the size of the Affordable unit. See for example, HUD’s definition of household as “[o]ne or more persons occupying a housing unit” -- in other words, the number of persons in the home. HUD website accessed 6/13/2016. [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/glossary/See also UHAC regulation N.J.A.C. 5:80-26.4, “In determining the initial rents and initial sales prices for compliance with the affordability average requirements for restricted units ... the following standards shall be used: 1. A studio shall be affordable to a one-person household.”](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/glossary/See%20also%20UHAC%20regulation%20N.J.A.C.%205:80-26.4,%20%22In%20determining%20the%20initial%20rents%20and%20initial%20sales%20prices%20for%20compliance%20with%20the%20affordability%20average%20requirements%20for%20restricted%20units%20...%20the%20following%20standards%20shall%20be%20used%3A%201.%20A%20studio%20shall%20be%20affordable%20to%20a%20one-person%20household.%22)

“**Housing Region**” means a geographic area, determined by COAH, of no less than two and no more than four contiguous, whole counties, which exhibits significant social, economic, and income similarities and which constitutes, to the greatest extent practicable, a Primary Metropolitan Statistical Area (PMSA), as last defined by the United States Census Bureau. The City of Hoboken is in Housing Region 1 which includes Bergen, Hudson, Passaic and Sussex counties. Source: Hoboken Ordinance, §65A-1 as modified.

“**HUD**” means the US Department of Housing and Urban Development. “**Interest Date**” means the date on which a Household submits its Preliminary Application thereby establishing its place on the priority list for consideration of Affordable Units.

“**LAD**” means the New Jersey Law Against Discrimination, N.J.S. A. 10:5-1 et seq., prohibits, among other discriminatory actions, discrimination when selling or renting property.

“**Low-income Household**” means a household with a total gross annual household income equal to 50 percent or less of the median household income for the housing region. . Source: Hoboken Ordinance, §65A-1, as modified.

“**Low-income unit**” means a restricted unit that is affordable to a low-income household. Source: Hoboken Ordinance, §65A-1.

“**Market-rate units**” means housing not restricted to very low, low- and moderate-income households that may sell or rent at any price. Source: Hoboken Ordinance, §65A-1, as modified.

“**Maximum Restricted Sales Price**” or “**MSRP**” means the maximum sales price of restricted ownership units within each affordable development upon resale of the Affordable Unit in accordance with N.J.A.C. 5:80-26.3(e) which states that such units “shall be affordable to households earning no more than 70 percent of median income. Each affordable development must achieve an affordability average of 55 percent for restricted ownership units. See Glossary for definition of “Affordability Average”. In achieving this Affordability Average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.” *For example, a two bedroom moderate income unit originally sold for \$85,000 and another exactly similar unit originally sold for \$105,000. There always will be a disparate MSRP for resales of these two units. Both moderate income units are priced differently to reach different income levels of moderate income households.*

“**Median income**” means the median income by household size for the applicable housing region [Region 1 for Hudson County], as adopted annually by COAH or a successor entity approved by the Court. Source: Hoboken Ordinance, §65A-1, as modified.

“**Moderate-income household**” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income for the housing region [Region 1 for Hudson County]. Source: Hoboken Ordinance, §65A-1, as modified.

“**Moderate-income unit**” means a restricted unit that is affordable to a moderate-income household. Source: Hoboken Ordinance, §65A-1, as modified.

“**Municipal Housing Liaison**” means a position established by ordinance of the City of Hoboken where the individual as a part time or full time employee of the City is responsible for the oversight and administration of the Affordable Housing program for the City. Source: Hoboken Ordinance 65A-13(A).

“**PHA**” means Public Housing Authority. See below for definition.

“**PMI**” means private mortgage insurance. PMI is a type of mortgage insurance used with conventional loans. Like other kinds of mortgage insurance, PMI protects the lender (not the homebuyer) if the homebuyer stops making payments on the loan. PMI is arranged by the lender and provided by private insurance companies. PMI is usually required when the homebuyer has a conventional loan and makes a down payment of less than 20 percent of the home’s purchase price. PMI also is usually required when a homeowner is refinancing with a conventional loan and the owner’s equity is less than 20 percent of the value of the home. <http://www.consumerfinance.gov/>, US Consumer Financial Protection Bureau, accessed August 10, 2016.

“**Preliminary Application**” (see “**Application**”).

“**Public Housing**” “**Public Housing Authority**” means those public housing units which are funded largely by governmental programs such as those administered by HUD programs which are owned, operated and managed by a public housing authority (“**PHA**”). As defined by HUD, “public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities. Public housing comes in all sizes and types, from scattered single family houses to high rise apartments for elderly families. There are approximately 1.2 million households [in the US] living in public housing units [.]” [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/public\\_indian\\_housing/programs/ph](http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/ph), HUD Website, accessed June 7, 2016. The Hoboken Housing Authority is a PHA which operates and manages public housing within the City.

“**Purchase Agreement**” means a not legally binding, “internal” COAH generated document between a buyer and seller of residential real estate to establish and ensure that the Affordable Unit will be affordable to the buyer. It stipulates such terms as the Maximum Restricted Sale Price (or Maximum Permitted Resale Price) of the unit, the agreed upon purchase price, the amount of good faith deposit, and the items to be included in the sale price of the unit. (See “Contract of Sale”).

“**Random selection process**” means a process by which currently income-eligible households are selected for placement in Affordable Units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized Affordable Unit (e.g., by lottery). Source: Hoboken Ordinance, §65A-1.

**“Redevelopment Plan”** means a plan adopted by the City Council of the City of Hoboken for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. Source: Hoboken Ordinance, §65A-1.

**“Regional Asset Limit”** means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity. Source: Hoboken Ordinance, §65A-1.

If a Household (seeking to be certified for an Affordable Unit) owns a primary residence (with no mortgage on the property) valued at or above the regional asset limit as published annually by COAH, a Certificate of Eligibility will be denied unless the Applicant’s existing monthly housing costs (including principal, interest, taxes homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 38 percent of the household’s eligible monthly income. N.J.A.C. 5:80-26.16(b)(3). By way of example, in 2014, COAH set a Regional Asset Limit of \$163,245 for Hudson County (Region 1).

**“Regional Preference”** means that in accordance with UHAC, municipalities may wish to give preference to applicant households that live or work in their COAH housing region. If so, the municipality must state this preference as part of its affordable housing ordinance. This preference cannot be limited to families that live or work in the host municipality – if preference is given, it must be given to all households that live or work in their COAH housing region. COAH divides New Jersey’s 21 counties into six housing regions as outlined on COAH’s Annual Regional Income Limits Chart. The City of Hoboken is in Housing Region 1 which includes Bergen, Hudson, Passaic and Sussex counties.

**“Rent”** means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services. Source: Hoboken Ordinance, §65A-1.

**“Restricted Unit”** means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under the Urban Homeownership Recovery Program (“UHORP”) or the Market Oriented Neighborhood Investment program (“MONI”) of the Agency. Source: Hoboken Ordinance, §65A-1, as modified.

**“UHAC”** means the Uniform Housing Affordability Controls adopted by the State of New Jersey and set forth in N.J.A.C. 5:80-26.1, et seq. Source: Hoboken Ordinance, §65A-1, as modified.

**“Very Low-Income Household”** means a household with a total gross annual household income equal to 30 percent or less of the median household income for the applicable housing region. Source: Hoboken Ordinance, §65A-1.

**“Very Low-Income Unit”** means a restricted unit that is affordable to a very low-income household. Source: Hoboken Ordinance, §65A-1.

## APPENDIX A: AFFIRMATIVE MARKETING PLAN

## APPENDIX B: CITY OF HOBOKEN AFFORDABLE HOUSING ORDINANCE

**AFFIRMATIVE FAIR HOUSING MARKETING PLAN**  
For Affordable Housing in **(REGION 1)**

**I. APPLICANT AND PROJECT INFORMATION**

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number  CGP&H, 101 Interchange Plaza, Suite 301 Cranbury, NJ 08512-3716 609—664-2769 ext 19 To submit preliminary applications: www.affordablehomesnewjersey.com		1b. Development or Program Name, Address  City of Hoboken	
1c. Number of Affordable Units: Number of Rental Units:  Number of For-Sale Units:	1d. Price or Rental Range  From  To	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates  Advertising: _____ Occupancy: _____		
1h. County <b>Bergen, Hudson, Passaic, Sussex</b>		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number  TBD			
1k. Application Fees (if any): Fees will not exceed \$55 per adult in household			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

**II. RANDOM SELECTION**

<p>2. Describe the random selection process that will be used once applications are received.</p> <p>For new projects and when random selection is utilized, the Administrative Agent will assign random numbers to each applicant through a computerized random number generator.</p> <p>After the list of applications submitted during the initial lottery period is exhausted, the priority of preliminary applications is established by the date the household submitted their preliminary application (Interest Date). However, the Administrative Agent reserves the right to invoke random selection at any time.</p> <p>A separate waiting list will be kept for ownership and rental units resulting in a total of two waiting lists. Households waiting for age restricted and family rental units will be part of the same waiting list. Likewise, households waiting for age restricted and family ownership units will be part of the same waiting list. If filling an age restricted property, households who do not meet the age requirements will be skipped.</p>
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When brand new affordable units become available for rent or sale in a new development, a lottery will be conducted UNLESS there are households on the existing waiting list with lottery numbers who have not been contacted. In these cases:

- Those applicants with lottery numbers will be contacted first.
- Households who submitted a preliminary application after the last lottery (and do not have lottery numbers) will be included in the next lottery if it is required to fill the units.
- Affirmative marketing will be required before this lottery is held since these are new affordable units and the public must be made aware of the new affordable housing opportunity.

In addition to the random number assigned to the household and/or the interest date, there are other factors impacting waiting priority which are described below.

<b>1. Age Restricted Family</b>	Only households who meet the age restricted requirements will be offered age restricted units.
<b>2. Regional Preference</b>	Under NJAC 5:80-26, municipalities may choose to give preference to households that live or work in the local Affordable Housing region. Should the City choose to give preference to households that live or work in the local Affordable Housing region, such regional preference shall be established by ordinance. In such instance, applicants who indicate that they live or work in the Affordable Housing region will be contacted before those outside the region. Once those applicants are exhausted, applicants outside the region will be contacted.
<b>3. Household Size</b>	Whenever possible, there will be at least one person for each bedroom. If the waiting list is exhausted and there are no households with a person for each bedroom size, units will be offered to smaller sized households that do not have a person for each bedroom. The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor. A household can be eligible for more than one unit category.
<b>4. Fully Accessible Units</b>	A household with a person with physical disabilities will get preference on the waiting list because of the very limited number of accessible units. Applicants must provide a letter from their doctor stating what kind of accommodation they require as a result of their disability.

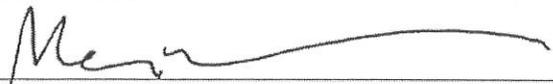


3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)			
	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS PARTIAL HOUSING REGION 1</b>			
Weekly			
<input type="checkbox"/>	At least 1 time at the beginning of the period and monthly if not enough names	El Especialito	Union City Spanish-Language
3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION	
See attached list. Outreach will be quarterly either by mail or email.			
3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
See attached list. Outreach will be quarterly either by mail or email. Locations may be amended over time.			

**IV. APPLICATIONS**

Applications for affordable housing for the above units will be available at the following locations:	
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)	
BUILDING	LOCATION
See attached list.	
4b. Sales/Rental Office for units (if applicable)	

**V. CERTIFICATIONS AND ENDORSEMENTS**

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).	
<u>Megan York</u> Name (Type or Print)	
<u>Administrative Agent, Hoboken</u> Title/Municipality	
	<u>8/19/16</u>
Signature	Date

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	Email Address	County	Type of Organization
Iron Works, Inc.	2034 Hamburg TPKE Suite H		Wayne NJ 07470		Passaic County	Major Employers
Lodi Memorial Library	1 Memorial Dr.		Lodi, NJ 07544		Bergen County	Libraries
Harrington Public Library	10 Herring St.		Harrington, NJ 07640		Bergen County	Libraries
Manwah Free Public Library	100 Ridge Rd.		Manwah, NJ 07430		Bergen County	Libraries
Tenafly Free Public Library	100 Riveredge Rd.		Tenafly, NJ 07670		Bergen County	Libraries
Fair Lawn Public Library	10-01 Fair Lawn Ave.		Fair Lawn, NJ 07410		Bergen County	Libraries
Ridgefield Public Library	107 Cedar St.		Ridgefield Park, NJ 07660		Bergen County	Libraries
Paramus Library	116 E Century Rd.		Paramus, NJ 07652		Bergen County	Libraries
Montvale Free Public Library	12 Mercedes Dr.		Montvale, NJ 07645		Bergen County	Libraries
Ridgewood Public Library	125 N. Maple Ave.		Ridgewood, NJ 07450		Bergen County	Libraries
East Rutherford Memorial Library	143 Boiling Springs Ave.		East Rutherford, NJ 07073		Bergen County	Libraries
Washington Twp Public Library-Bergen	144 Woodfield Rd.		Washington, NJ 07676		Bergen County	Libraries
Rutherford Free Public Library	150 Park Ave.		Rutherford, NJ 07070		Bergen County	Libraries
Rochelle Park Public Library	151 W Passaic St.		Rochelle Park, NJ 07662		Bergen County	Libraries
Dixon Homestead Library	180 Washington Ave.		Dumont, NJ 07628		Bergen County	Libraries
Waldwick Public Library	19 E. Prospect St.		Waldwick, NJ 07463		Bergen County	Libraries
Norwood Public Library	198 Summit St.		Norwood, NJ 07648		Bergen County	Libraries
Oakland Public Library	2 Municipal Plaza		Oakland, NJ 07436		Bergen County	Libraries
Emerson Public Library	20 Palisade Ave.		Emerson, NJ 07630		Bergen County	Libraries
New Milford Library	200 Dahlia Dr.		New Milford, NJ 07646		Bergen County	Libraries
Wyckoff Free Public Library	200 Woodland Ave.		Wyckoff, NJ 07481		Bergen County	Libraries
Elmwood Park Public Library	210 Lee St.		Elmwood Park, NJ 07407		Bergen County	Libraries
North Arlington Public Library	210 Ridge Rd.		North Arlington, NJ 07031		Bergen County	Libraries
Fairview Free Public Library	213 Anderson Ave.		Fairview, NJ 07022		Bergen County	Libraries
Leonia Boro Library	227 Fort Lee Rd.		Leonia, NJ 07605		Bergen County	Libraries
Wood-Ridge Memorial Library	231 Hackensack St.		Wood-Ridge, NJ 07075		Bergen County	Libraries
Little Ferry Library	239 Libert St.		Little Ferry, NJ 07643		Bergen County	Libraries
Paramus City Public Library	239 W. Midland Ave.		Paramus, NJ 07652		Bergen County	Libraries
Upper Saddle River Public Library	245 Lake St.		Upper Sadle, NJ 07458		Bergen County	Libraries
Midland Park Memorial Library	250 Godwin Ave.		Midland Park, NJ 07432		Bergen County	Libraries
Palisades Park Library	257 2nd St.		Palisades Park, NJ 07652		Bergen County	Libraries
Johnson Free Public Library	274 Main St.		Hackensack, NJ 07601		Bergen County	Libraries
Closter Boro Public Library	280 High St.		Closter, NJ 07624		Bergen County	Libraries
Ramsey Free Public Library	30 Wyckoff Ave.		Ramsey, NJ 07446		Bergen County	Libraries
Haworth Municipal Library	300 Haworth Ave.		Hawthorn, NJ 07641		Bergen County	Libraries
Englewood Public Library	31 Engle St.		Englewood, NJ 07631		Bergen County	Libraries
Glen Rock Public Library	315 Rock Rd.		Glen Rock, NJ 07452		Bergen County	Libraries
Hasbrouck Heights Free Public Library	320 Boulevard		Hasbrouck Heights, NJ 07604		Bergen County	Libraries
Fort Lee Free Public Library	320 Main St.		Fort Lee, NJ 07024		Bergen County	Libraries
Saddle Brook Library	340 Mayhill St.		Saddlebrook, NJ 07663		Bergen County	Libraries
Lyndhurst Free Public Library	355 Valley Brook Ave.		Lyndhurst, NJ 07071		Bergen County	Libraries
Oradell Public Library	375 Kinderkamack Rd.		Oradell, NJ 07649		Bergen County	Libraries
Bogota Borough Library	375 Larch Ave. #2		Bogota, NJ 08603		Bergen County	Libraries
River Vale Public Library	412 Rivervale Rd.		River Vale, NJ 07675		Bergen County	Libraries
William E. Dermody Free Public Library	420 Hackensack St.		Calstadt, NJ 07072		Bergen County	Libraries
Maywood Library	459 Maywood Ave.		Maywood, NJ 07607		Bergen County	Libraries
Franklin Lakes Free Public Library	470 Dekorte Dr.		Franklin Lakes, NJ 07417		Bergen County	Libraries
Edgewater Public Library	49 Hudson Ave.		Edgewater, NJ 07020		Bergen County	Libraries
Westwood Free Public Library	49 Park Ave.		Westwood, NJ 07675		Bergen County	Libraries
Bergenfield Public Library	50 W. Clinton Ave.		Bergenfield, NJ 07621		Bergen County	Libraries
Garfield Free Public Library	500 Midland Ave.		Garfield, NJ 07026		Bergen County	Libraries

Region 1 Mailing List

Business Name	Address1	Address 2	City State Zip	Email Address	County	Type of Organization
Lee Memorial Library	500 W. Crescent Ave.		Aliendale, NJ 07401		Bergen County	Libraries
Cliffside Park Free Public Library	505 Palisade Ave.		Cliffside Park, NJ 07010		Bergen County	Libraries
Hillsdale Public Library	509 Hillsdale Ave.		Hillsdale, NJ 07642		Bergen County	Libraries
Park Ridge Free Public Library	51 Park Ave.		Park Ridge, NJ 07656		Bergen County	Libraries
Ridgefield Public Library	527 Morse Ave.		Ridgefield, NJ 07657		Bergen County	Libraries
Cresskill Boro Public Library	53 Union Ave.		Cresskill, NJ 07626		Bergen County	Libraries
Old Tappan Free Public Library	56 Russell Ave.		Old Tappan, NJ 07675		Bergen County	Libraries
River Edge Public Library	665 Elm Ave.		River Edge, NJ 07661		Bergen County	Libraries
Teaneck Public Library	840 Teaneck Rd.		Teaneck, NJ 07666		Bergen County	Libraries
North Bergen Free Public Library	8411 Bergenline Ave.		North Bergen, NJ 07047		Bergen County	Libraries
Demarest Public Library	90 Hardenburgh Ave.		Demarest, NJ 07627		Bergen County	Libraries
Ho Ho Kus Public Library	91 Warren Ave.		Ho Ho Kus, NJ 07423		Bergen County	Libraries
John F. Kennedy Memorial Library	92 Hathaway St.		Wallington, NJ 07057		Bergen County	Libraries
Northvale Public Library	PO Box 71		Northvale, NJ 07647-0071		Bergen County	Libraries
Jersey City Free Public Library	472 Jersey Ave.		Jersey City, NJ 07302		HUDSON COUNTY	Libraries
Union City Free Public Library	324 43rd St		Union City, NJ 07087-5008		HUDSON COUNTY	Libraries
Harrison Public Library	415 Harrison Ave		Harrison, NJ 07029-1757		HUDSON COUNTY	Libraries
West New York Public Library	425 60th St		West New York, NJ 07093-2211		HUDSON COUNTY	Libraries
Hoboken Public Library	500 Park Ave		Hoboken, NJ 07030-3906		HUDSON COUNTY	Libraries
Bayonne Free Public Library	697 Ave. C		Bayonne, NJ 07002-2806		HUDSON COUNTY	Libraries
North Bergen Free Public Library	8411 Bergenline Ave		North Bergen, NJ 07047-6517		HUDSON COUNTY	Libraries
Story Court Branch Library	Bayonne Free Public Library	16 W 4th St	Bayonne, NJ 07002-2402		HUDSON COUNTY	Libraries
Five Corners Branch Library	Jersey City Free Public Library	678 Newark Ave	Jersey City, NJ 07306-2804		HUDSON COUNTY	Libraries
Glenn D. Cunningham Branch	Jersey City Free Public Library	275 Martin Luther King Dr.	Jersey City, NJ 07305		HUDSON COUNTY	Libraries
Greenville Public Library	Jersey City Free Public Library	1841 John F Kennedy Blvd	Jersey City, NJ 07305-2106		HUDSON COUNTY	Libraries
Lafayette Branch Library	Jersey City Free Public Library	307 Pacific Ave	Jersey City, NJ 07304-3772		HUDSON COUNTY	Libraries
Main Library	Jersey City Free Public Library	472 Jersey Ave	Jersey City, NJ 07302		HUDSON COUNTY	Libraries
Marion Branch Library	Jersey City Free Public Library	1017 W Side Ave	Jersey City, NJ 07306-6911		HUDSON COUNTY	Libraries
Miller Branch Library	Jersey City Free Public Library	489 Bergen Ave	Jersey City, NJ 07304-2401		HUDSON COUNTY	Libraries
Pavonia Branch Library	Jersey City Free Public Library	326 8th St	Jersey City, NJ 07302-1906		HUDSON COUNTY	Libraries
The Heights Branch Library	Jersey City Free Public Library	14 Zabriskie St	Jersey City, NJ 07307-2902		HUDSON COUNTY	Libraries
West Bergen Branch Library	Jersey City Free Public Library	476 West Side Ave.	Jersey City, NJ 07304		HUDSON COUNTY	Libraries
Kearny Public Library	Town of Kearny	316 Kearny Ave	Kearny, NJ 07032-2505		HUDSON COUNTY	Libraries
Kearny Public Library	Town of Kearny	759 Kearny Ave	Kearny, NJ 07032-3146		HUDSON COUNTY	Libraries
Secaucus Public Library	Town of Secaucus	Plaza Ctr	Secaucus, NJ 07094		HUDSON COUNTY	Libraries
Weehawken Free Public Library	Township of Weehawken	49 Hauxhurst Ave	Weehawken, NJ 07086-6803		HUDSON COUNTY	Libraries
Breakneck Branch Library	1006 Hamburg Tpke		Wayne, NJ 07470		Passaic County	Libraries
Bloomingdale Public Library	101 Hamburg Turnpike		Bloomingdale, NJ 07403		Passaic County	Libraries
Jefferson Township Public Library	1031 Weldon Rd.		Oak Ridge, NJ 07438		Passaic County	Libraries
North Haledon Free Public Library	129 Overlook Ave		North Haledon, NJ 07508		Passaic County	Libraries
Ringwood Public Library	145 Skylands Rd.		Ringwood, NJ 07456		Passaic County	Libraries
Passaic Public Library	195 Gregory Ave		Passaic, NJ 07055		Passaic County	Libraries
Paterson Free Public Library	250 BRd. way		Paterson, NJ 07505		Passaic County	Libraries
Clifton Public Library	292 Plage! Ave		Clifton, NJ 07011		Passaic County	Libraries
Emanuel Einstein Public Library	333 Wanaque Ave		Pompton Lakes, NJ 07442		Passaic County	Libraries
Louis Bay 2nd Library	345 Lafayette Ave		Hawthorne, NJ 07506		Passaic County	Libraries
Totowa Branch Library	405 Union Ave		Paterson, NJ 07512		Passaic County	Libraries
Passaic County Library - Alwood Branch	44 Lyall Rd.		Clifton, NJ 07011		Passaic County	Libraries
Wayne Public Library	475 Valley Rd.		Wayne, NJ 07470		Passaic County	Libraries
Pequannock Township Public Library	477 Newark Pompton Turnpike		Pompton Plains, NJ 07444		Passaic County	Libraries
Haledon Public Library	510 Belmont Ave.		Haledon, NJ 07508		Passaic County	Libraries

Region 1 Mailing List

Business Name	Address 1	Address 2	City State Zip	Email Address	County	Type of Organization
Dwight D. Eisenhower Library	537 Tolowe Rd.		Totowa Borough, NJ 07512		Passaic County	Libraries
Wanaque Free Public Library	616 Ringwood Ave		Wanaque, NJ 07465		Passaic County	Libraries
Alfred H. Baumann Library-West Paterso	7 Brophy Lane		Woodland Park, NJ 07424		Passaic County	Libraries
Little Falls Public Library	8 Warren St.		Little Falls, NJ 07424		Passaic County	Libraries
Reid Memorial Branch Library	80 Third St		Passaic, NJ 07055		Passaic County	Libraries
South Paterson Branch Library	930 Main St		Paterson, NJ 07503		Passaic County	Libraries
Passaic County Community College	Library/Learning Resource Center	One College Boulevard	Paterson, NJ 07505		Passaic County	Libraries
West Paterson Free Public Library	Mcbride Ave & Brophy La		West Paterson, NJ 07424		Passaic County	Libraries
William Paterson College of New Jersey	Sarah Byrd Askew Library	300 Pompton Rd	Wayne NJ 07470		Passaic County	Libraries
West Milford Library	Union Valley Rd.		West Milford, NJ 07480		Passaic County	Libraries
Pompton Lakes Borough Free Public Library	333 Wanaque Ave.		Pompton Lakes, NJ 07442		Passaic County	Libraries
Sussex County Library	125 Morris Turnpike		Newton, NJ 07850		Sussex county	Libraries
Sparta Public Library	22 Woodport Rd.		Sparta, NJ 07871		Sussex county	Libraries
Becton Dickinson & Company	1 Becton Dr.		Franklin Lakes, NJ 07417		Bergen County	Major Employers
Bergen County	1 Bergen County Plaza		Hackensack, NJ 07601		Bergen County	Major Employers
Pearson Educational, INC.	1 Lake St.		Upper Saddle River, NJ 07458		Bergen County	Major Employers
Marcal Paper Mills, Inc.	1 Market St.		Elmwood Park, NJ 07407		Bergen County	Major Employers
Merck Medco Managed Care LLC	100 Parsons Pond Dr.		Franklin Lakes, NJ 07417		Bergen County	Major Employers
AT&T Wireless Services, INC.	15 E. Midland Ave.		Paramus, NJ 07652		Bergen County	Major Employers
Great Atlantic & Pacific Tea Company	2 Paragon Dr.		Montvale, NJ 07645		Bergen County	Major Employers
Inserra Supermarkets, INC.	20 Ridge Rd.		Mahwah, NJ 07430		Bergen County	Major Employers
Valley Health System	2223 N Van Dien Ave.		Ridgewood, NJ 07450		Bergen County	Major Employers
United States Postal Service	226 State St.		Hackensack, NJ 07601		Bergen County	Major Employers
Bergen Regional Medical Center	230 East Ridgwood Ave.		Paramus, NJ 07652		Bergen County	Major Employers
Society of the Valley Hospital	233 N. Van Dien Ave		Ridgewood, NJ 07450		Bergen County	Major Employers
Hackensack University Medical Center	30 Prospect Ave.		Hackensack, NJ 07601		Bergen County	Major Employers
Englewood Hospital and Medical Center	300 Engle St.		Englewood, NJ 07631		Bergen County	Major Employers
Bergen County Community College	400 Paramus Rd.		Paramus, NJ 07652		Bergen County	Major Employers
Ridgewood Board of Education	49 Cottage Pl.		Ridgewood, NJ 07450		Bergen County	Major Employers
Aramark Services Management of N.J. Inc.	50 Route 120		East Rutherford, NJ 07076		Bergen County	Major Employers
N.J. Sports & Expo Center	50 State Highway 120		East Rutherford, NJ 07073		Bergen County	Major Employers
Howmedica Osteonics Corp	59 Route 17		Allendale, NJ 07401		Bergen County	Major Employers
Doherty Enterprises	7 Pearle Court		Allendale, NJ 07401		Bergen County	Major Employers
Holy Name Hospital	718 Teaneck Rd.		Teaneck, NJ 07666		Bergen County	Major Employers
Kullman Buildings Corp.	80 E. State Rt. 4 Ste. 280		Paramus, NJ 07652-2661		Bergen County	Major Employers
Conopco, Inc.	800 Sylvan St.		Englewood Cliffs, NJ 07632		Bergen County	Major Employers
Paramus Board of Education	99 Century Rd.		Paramus, NJ 07652		Bergen County	Major Employers
United Parcel Service	General Service	340 McArthur Blvd.	Mahwah, NJ 07430		Bergen County	Major Employers
United Parcel Service	General Service	500 Franklin Turnpike	Ramsey, NJ 07446		Bergen County	Major Employers
Quest Diagnostics Incorporated	One Malcolm Dr.		Teterboro, NJ 07608		Bergen County	Major Employers
Insurance Service Office, Inc.	545 Washington Blvd.		Jersey City, NJ 07310		HUDSON COUNTY	Major Employers
Stevens Institute of Technology	1 Castle Point Terrace		Hoboken, NJ 07030		HUDSON COUNTY	Major Employers
NJ Transit Corp.	1 Hudson Pl.		Hoboken, NJ 07030		HUDSON COUNTY	Major Employers
Credit Suisse First Boston LLC	1 Pershing Plaza		Jersey City, NJ 07399		HUDSON COUNTY	Major Employers
CGI North America	100 Burma Rd.		Jersey City, NJ 07305		HUDSON COUNTY	Major Employers
Goya Foods	100 Seaview Drive		Secaucus, NJ 07094		HUDSON COUNTY	Major Employers
Lehman Commercial Paper, Inc.	101 Hudson St.		Jersey City, NJ 07302		HUDSON COUNTY	Major Employers
New Jersey Transit Corp.	1148 Newark Turnpike		Kearny, NJ 07032		HUDSON COUNTY	Major Employers
Narsh USA Inc.	121 River St.		Hoboken, NJ 07030		HUDSON COUNTY	Major Employers
St. George Trucking and Warehousing	123 Pennsylvania Ave.		Kearny, NJ 07032		HUDSON COUNTY	Major Employers
US News Report LLC	125 Theodore Conrad Dr.		Jersey City, NJ 07305		HUDSON COUNTY	Major Employers

Region 1 Mailing List

Business Name	Address1	Address 2	City State Zip	Email Address	County	Type of Organization
Hudson Group (Hudson News)	1305 Paterson Plank Rd.		North Bergen, NJ 07047		HUDSON COUNTY	Major Employers
Christ Hospital	176 Palisade Ave.		Jersey City, NJ 07306		HUDSON COUNTY	Major Employers
ADP Financial Information Service Inc.	2 Journal Square		Jersey City, NJ 07306		HUDSON COUNTY	Major Employers
Ritter Sysco Food Service	20 Theodore Conrad Dr.		Jersey City, NJ 07305		HUDSON COUNTY	Major Employers
Cristi Cleaning Service	204 Paterson Plank Rd.		Union, NJ 07087		HUDSON COUNTY	Major Employers
Bowne Business Communications Inc.	215 County Ave.		Secaucus, NJ 07094		HUDSON COUNTY	Major Employers
The Port Authority of NY & NJ	241 Erie St.		Jersey City, NJ 07310		HUDSON COUNTY	Major Employers
Top Job Personnel, INC.	2815 Kennedy Blvd.		Jersey City, NJ 07306		HUDSON COUNTY	Major Employers
National Retail Systems, Inc.	2820 16th St.		North Bergen, NJ 07047		HUDSON COUNTY	Major Employers
Bayonne Hospital	29th St. E		Bayonne, NJ 07002		HUDSON COUNTY	Major Employers
St. Mary Hospital	308 Willow Ave.		Hoboken, NJ 07030		HUDSON COUNTY	Major Employers
Langer Transport Corp.	420 Rt 440		Jersey City, NJ 07305		HUDSON COUNTY	Major Employers
United Services, Inc.	462 Forest St.		Kearny, NJ 07032		HUDSON COUNTY	Major Employers
United Parcel Service	492 County Ave.		Secaucus, NJ 07094		HUDSON COUNTY	Major Employers
Jersey City Medical Center	50 Grand St.		Jersey City, NJ 07302		HUDSON COUNTY	Major Employers
North Hudson Community Action Corp.	5301 BRd way		West New York, NJ 07093		HUDSON COUNTY	Major Employers
JP Morgan Chase Bank	575 Washington Blvd.		Jersey City, NJ 07310		HUDSON COUNTY	Major Employers
Liz Claiborne Inc.	5901 W Side Ave		North Bergen, NJ 07047		HUDSON COUNTY	Major Employers
Palisades General Hospital	7600 River Rd.		North Bergen, NJ 07047		HUDSON COUNTY	Major Employers
United States Postal Service	80 County Rd.		Jersey City, NJ 07097		HUDSON COUNTY	Major Employers
Lord Abbot & Company	90 Hudson St.		Jersey City, NJ 07302		HUDSON COUNTY	Major Employers
Meadowlands Hospital Medical Center	Meadowlands Parkway		Secaucus, NJ 07094		HUDSON COUNTY	Major Employers
Port Imperial Ferry Corp.	Pershing Rd.		Weehawken, NJ 07086		HUDSON COUNTY	Major Employers
Toys R Us Headquarters	1 Geoffrey Way		Wayne NJ 07470		Passaic County	Major Employers
Montclair State University	1 Normal Ave.		Montclair, NJ 07043		Passaic County	Major Employers
YM-YWCA of North Jersey	1 Pike Dr.		Wayne NJ 07470		Passaic County	Major Employers
Aerospace Nylok Corp	11 Thomas Rd.		Hawthorne, NJ 07506		Passaic County	Major Employers
YMCA	128 Ward St.		Paterson, NJ 07505		Passaic County	Major Employers
GAF Materials Corp.	1361 Alps Rd.		Wayne NJ 07470		Passaic County	Major Employers
Valley National Bank Headquarters	1455 Valley Rd.		Wayne NJ 07470		Passaic County	Major Employers
Boys & Girls Club of Hawthorne	150 Mailand Ave.		Hawthorne, NJ 07506		Passaic County	Major Employers
BAE Systems	150 Parish Dr.		Wayne NJ 07470		Passaic County	Major Employers
Beth Israel Hospital	201 Lyons Ave.		Newark, NJ 07102		Passaic County	Major Employers
St. Mary's Hospital	211 Pennington Ave.		Passaic, NJ 07055		Passaic County	Major Employers
Health Center at Bloomingdale	255 Union Ave.		Bloomingdale, NJ 07403		Passaic County	Major Employers
Sommers Plastic Product Co.	31 Styertown Rd.		Clifton, NJ 07012		Passaic County	Major Employers
Aero Manufacturing	310 Allwood Rd.		Clifton, NJ 07011		Passaic County	Major Employers
YMCA	45 River Dr.		Passaic, NJ 07055		Passaic County	Major Employers
Acme Markets	467 Allwood Rd.		Clifton, NJ 07011		Passaic County	Major Employers
St. Joseph's Hospital	703 Main St.		Paterson, NJ 07503		Passaic County	Major Employers
Habitat for Humanity	P.O. Box 2585		Paterson, NJ 07505		Passaic County	Major Employers
Newton Memorial Hospital Inc.	175 High St.		Newton, NJ 07860		Sussex county	Major Employers
Ames Rubber Corp	19 Ames Blvd		Hamburg, NJ 07419-1514		Sussex county	Major Employers
Hopatcong Board of Education	2 Windsor Ave		Hopatcong, NJ 07843-1221		Sussex county	Major Employers
Saint Clare's Hospital	20 Walnut St.		Sussex, NJ 07461-2222		Sussex county	Major Employers
Mountain Creek Resorts	200 State Rt 94		Vernon, NJ 07462-3521		Sussex county	Major Employers
Selective Insurance	40 Wantage Ave		Branchville, NJ 07826-5640		Sussex county	Major Employers
Vernon Township Board of Education	539 State Rt 515		Vernon, NJ 07462		Sussex county	Major Employers
Andover Subacute and Rehab Center	99 Mulford Rd Bldg 2		Andover, NJ 07821-2600		Sussex county	Major Employers
County of Sussex	One Spring St.		Newton, NJ 07860		Sussex county	Major Employers
Observer	194 Boulevard		Hasbrouck Heights, NJ 07604		Bergen County	media

Region 1 Mailing List

Business Name	Address1	Address 2	City State Zip	Email Address	County	Type of Organization
Hudson Reporter Assoc. LP	1400 Washington Street	PO Box 3069	Hoboken, NJ 07030		HUDSON COUNTY	Media
The Observer	PO Box 503		Keamy, NJ 07032		HUDSON COUNTY	Media
Star-Ledger	1 Star Ledger Plaza		Newark, NJ 07102		Passaic County	Media
Comcast Cable	800 Rahway Ave.		Union, NJ 07083		Passaic County	Media
North Jersey Herald & News	North Jersey Media Group	150 River St.	Hackensack, NJ, 07601		Passaic County	Media
Bergen County Cultural Affairs	1 Bergen County Plaza		Hackensack, NJ 07601		Bergen County	Social Service Offices/Administration Buildings
Childrens Aid & Family Services	200 Robin Rd.		Paramus NJ 07652		Bergen County	Social Service Offices/Administration Buildings
Bergen County Board of Social Services	216 State Highway 17 North		Rochelle Park, NJ 07662		Bergen County	Social Service Offices/Administration Buildings
Bergen County Community Action	241 Moore St #1	attn: Sandra Castano	Hackensack, NJ 07601		Bergen County	Social Service Offices/Administration Buildings
Bergen County Department of Human Services	One Bergen County Plaza, 2nd Floor		Hackensack, NJ 07601		Bergen County	Social Service Offices/Administration Buildings
NJ FamilyCare - Paterson Regional Office	100 Hamilton Plaza	Suite 400	Paterson, NJ 07505		HUDSON COUNTY	Social Service Offices/Administration Buildings
Hudson County Dept. of Family Services Division of Welfare	257 Cornelson Ave		Jersey City, NJ 07302		HUDSON COUNTY	Social Service Offices/Administration Buildings
Hoboken Shelter	300 Bloomfield St.		Hoboken, NJ 07030		HUDSON COUNTY	Social Service Offices/Administration Buildings
Hudson MAAC Offices	438 Summit Avenue	6th Floor	Jersey City, NJ 07302		HUDSON COUNTY	Social Service Offices/Administration Buildings
C-Line Community Outreach Services	450 Martin Luther King Drive		Jersey City, NJ 07302		HUDSON COUNTY	Social Service Offices/Administration Buildings
West Hudson Family Success Center	402 Keamy Avenue		Keamy, NJ 07032		HUDSON COUNTY	Social Service Offices/Administration Buildings
North Hudson Community Action Corporation	800 31 Street		Union City, NJ 07087		HUDSON COUNTY	Social Service Offices/Administration Buildings
Sussex County Division of Social Services	83 Spring St. Suite 203	PO Box 218	Newton, NJ 07860		HUDSON COUNTY	Social Service Offices/Administration Buildings
First Call for Help	857 Bergen Avenue		Jersey City, NJ 07302		HUDSON COUNTY	Social Service Offices/Administration Buildings
Hudson County Division of Social Services	J.F. Kennedy Office Bldg	100 Newkirk Street	Jersey City, NJ 07302		HUDSON COUNTY	Social Service Offices/Administration Buildings
Passaic County Social Services	114 Prospect St #1		Passaic, NJ 07055		Passaic County	Social Service Offices/Administration Buildings
Passaic County Office on Aging	1310 State Route 23		Wayne, NJ 07470		Passaic County	Social Service Offices/Administration Buildings
Chabad Center	194 Ratzel Rd.		Wayne, NJ 07470		Passaic County	Social Service Offices/Administration Buildings
United Way of Passaic County	20 Mill St.		Paterson, NJ 07505		Passaic County	Social Service Offices/Administration Buildings
Passaic County Administration Building	401 Grand St.		Paterson, NJ 07505		Passaic County	Social Service Offices/Administration Buildings
Passaic County Board of Social Services	80 Hamilton St.		Paterson, NJ 07505		Passaic County	Social Service Offices/Administration Buildings
Passaic County Senior Center	900 Clifton Ave., Barn C		Clifton, NJ 07011		Passaic County	Social Service Offices/Administration Buildings
Passaic County Senior Services	930 Riverview Drive, Suite 200		Totowa, NJ 07512		Passaic County	Social Service Offices/Administration Buildings
Passaic Division of Family Services	Passaic County Admin Building	401 Grand St	Paterson, NJ 07505		Passaic County	Social Service Offices/Administration Buildings
Kevin Walsh	Fair Share Housing Center	510 Park Boulevard	Cherry Hill, New Jersey 08002		statewide	Social Service Offices/Administration Buildings
The Hudson County Welfare Department	257 Cornelson Ave		Jersey City, NJ 07302		HUDSON COUNTY	Social Service Offices/Administration Buildings
Community Development Agency of Guttenberg	8808 Park Avenue		Guttenberg, NJ 07093		HUDSON COUNTY	Social Service Offices/Administration Buildings
Community Development Agency of Hoboken	94 Washington St.		Hoboken, NJ 07030		HUDSON COUNTY	Social Service Offices/Administration Buildings
Community Development Agency of Jersey City	30 Montgomery Street	Room 404	Jersey City, NJ 07302		HUDSON COUNTY	Social Service Offices/Administration Buildings
Community Development Agency of Union City	3715 Palisade Avenue		Union City, NJ 07087		HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Cliffside Park	500 Gorge Road at the Gerlad A. Calabrese Complex		Cliffside Park, NJ 07010		Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Edgewater	300 Undercliff Ave		Edgewater, NJ 07020		Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Englewood	111 W St # 1		Englewood, NJ 07631		Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Fort Lee	1403 Terese Dr		Fort Lee, New Jersey 07024		Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Garfield	71 Daniel P Conte Ct		Garfield, NJ 07026		Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Hackensack	65 1st St.		Hackensack, NJ 07601		Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Lodi	50 Brookside Ave		Lodi, NJ 07644		Bergen County	Social Service Offices/Administration Buildings
Housing Authority of Guttenberg	8900 Broadway		Guttenberg, NJ 07093		HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Harrison	788 Harrison Ave		Harrison, NJ 07029		HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Hoboken	400 Harrison St		Hoboken, NJ 07030		HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Jersey City	400 U.S. 1		Jersey City, NJ 07306		HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of North Bergen	8121 Grand Ave # 1		North Bergen, NJ 07047		HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authority of Secaucus	700 County Road 653		Secaucus, NJ 07094		HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authorities of Union City	3715 Palisade Avenue		Union City, NJ 07087		HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authorities of Weehawken	525 Gregory Ave		Weehawken, NJ 07086		HUDSON COUNTY	Social Service Offices/Administration Buildings

Region 1 Mailing List

Business Name	Address1	Address 2	City State Zip	Email Address	County	Type of Organization
Housing Authorities of West New York	430 62nd St		West New York, NJ 07093		HUDSON COUNTY	Social Service Offices/Administration Buildings
Housing Authorities of Paterson	125 Ellison St #4		Paterson, NJ 07505		Passaic County	Social Service Offices/Administration Buildings
Housing Authorities of Passaic	33 Aspen Pl		Passaic, NJ 07055		Passaic County	Social Service Offices/Administration Buildings
Bergen County Housing Authority	25 Rockwood Pl Ste 110		Englewood, NJ 07631		Bergen County	Social Service Offices/Administration Buildings
Hudson County Office on Aging	595 Newark Avenue		Jersey City, NJ 07306		HUDSON COUNTY	Social Service Offices/Administration Buildings
Sussex County Office on Aging	1 Cochran Plaza	2nd Floor	Newton, NJ 07860		Sussex county	Social Service Offices/Administration Buildings
Passaic County Office on Aging	209 Totowa Rd.		Wayne, NJ 07470		Passaic County	Social Service Offices/Administration Buildings
Urban League of Bergen County	106 West Palisade Avenue		Englewood, NJ 07631		Bergen County	Social Service Offices/Administration Buildings
Urban League of Hudson County (Jersey City)	253 Martin Luther King Dr		Jersey City, NJ 07305		HUDSON COUNTY	Social Service Offices/Administration Buildings
New Jersey Community Development Corporation	32 Spruce Street		Paterson, New Jersey 07501		Passaic County	Social Service Offices/Administration Buildings
Northwest New Jersey Community Action Program, Inc. (Phillipsburg)	350 Marshall St		Phillipsburg, NJ 08865-3273		Warren County	Social Service Offices/Administration Buildings
Catholic Charities (Diocese of Newark)	321 Central Avenue		Newark, NJ 07103		Essex County	Social Service Offices/Administration Buildings
Catholic Family & Community Services (Diocese of Paterson)	24 DeGrasse Street		Paterson, NJ 07505-2001		Passaic County	Social Service Offices/Administration Buildings
Lutheran Ministries of New Jersey (Trenton)	1056 Stuyvesant Avenue		Trenton, NJ 08618		Mercer County	Social Service Offices/Administration Buildings
Interreligious Fellowship for the Homeless of Bergen County	479 Maitland Avenue		Teaneck, NJ 07666		Bergen County	Social Service Offices/Administration Buildings
SonRise Development Corp.	351 Englewood Avenue		Englewood, NJ 07631		Bergen County	Social Service Offices/Administration Buildings
Episcopal Community Development, Inc.	31 Mulberry St.		Newark, NJ 07102		Essex County	Social Service Offices/Administration Buildings
Fairmont Housing Corp.	270 Fairmont Avenue		Jersey City, NJ 07306		HUDSON COUNTY	Social Service Offices/Administration Buildings
Jersey City Episcopal CDC	514 Newark Ave.		Jersey City, NJ 07306		HUDSON COUNTY	Social Service Offices/Administration Buildings
Monticello Community Development Corp.	99 Monticello Ave.		Jersey City, NJ 07304		HUDSON COUNTY	Social Service Offices/Administration Buildings
St. Joseph House	81 York Street		Jersey City, NJ 07302		HUDSON COUNTY	Social Service Offices/Administration Buildings
SEED Corp.	333 Dodd Street	Suite 3	East Orange, NJ 07017		Essex County	Social Service Offices/Administration Buildings
Paterson Habitat for Humanity	146 North 1st Street	PO BOX 2585	Paterson, NJ 07509		Passaic County	Social Service Offices/Administration Buildings
St. Paul's Community Development Corp.	212 Market Street		Passaic, NJ 07055		Passaic County	Social Service Offices/Administration Buildings
SERV Behavioral Health	20 Scotch Rd.		West Trenton, NJ 08628		Mercer County	Social Service Offices/Administration Buildings
New Jersey Citizen Action	744 Broad Street	#2060	Newark, NJ 07102		Essex County	Social Service Offices/Administration Buildings
Hudson County Library	25 Journal Sq.		Jersey City, NJ 07306		HUDSON COUNTY	Library
Fair Lawn Jewish Center	1010 Norma Ave.		Fair Lawn, NJ 07410		Bergen County	Religious Buildings
All Saints Church	12 W Central Ave.		Bergenfield, NJ 07621		Bergen County	Religious Buildings
First Congregational Church	131 Pasack Rd.		Park Ridge, NJ 07656		Bergen County	Religious Buildings
New Synagogue of Fort Lee	1585 Center Ave.		Fort Lee, NJ 07024		Bergen County	Religious Buildings
Emerson Bible Church	162 Linwood Ave.		Emerson, NJ 07630		Bergen County	Religious Buildings
United Synagogue of Hoboken	115 Park Ave		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Iglesia Del Avvamiento Inc.	314 9th St		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Our Lady Grace and St. Joseph Parish	400 Willow Ave		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Jewish Center-Beis Menachem of Hoboken	556 1st Street		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Reformed Church of Hoboken	600 Garden St		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Latin-American Pentecostal Church of God	614 1st St		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Rene Abreu Christian Ministry Inc.	700 1st St Apt 1p		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Mission Pentecostal Antioquia	700 Madison St		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Plymouth Brethren Gospel Hall of Hoboken New Jersey	7th Bloomfield Sts		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Hoboken Evangelical Free Church	833 Clinton St		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Rose of Sharon United Holy Church	833 Clinton St		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Redeemer Presbyterian Mission Hoboken	PO Box 5214		Hoboken, NJ 07030		HUDSON COUNTY	Religious Buildings
Community Health Law Project	185 Valley Street		South Orange, NJ 07030		Essex County	Social Service Office/Administration Buildings
United Cerebral Palsy of Hudson County	1005 Washington Street		Hoboken, NJ 07030		HUDSON COUNTY	Social Service Office/Administration Buildings
The Waterfront Project	404 Hudson Street		Hoboken, NJ 07030		HUDSON COUNTY	Social Service Office/Administration Buildings
The Boys and Girls Club of Hudson County	123 Jefferson Street		Hoboken, NJ 07030		HUDSON COUNTY	Social Service Office/Administration Buildings
The Jubilee Center	601 Jackson Street		Hoboken, NJ 07030		HUDSON COUNTY	Social Service Office/Administration Buildings
Hoboken Family Planning	124 Grand Street		Hoboken, NJ 07030		HUDSON COUNTY	Social Service Office/Administration Buildings
Hudson County Housing Resource Center	574 Newark Ave #304		Jersey City, 07306		HUDSON COUNTY	Social Service Office/Administration Buildings

Pre App Distribution List Region 1

**Business Name**

Sussex County Main Library  
Hudson County Administration Building  
Passaic County Administration Building  
Bergen County Administration Building  
City of Hoboken  
Hoboken Public Library

**Address1**

125 Morris Turnpike  
595 Newark Avenue  
401 Grand Street  
One Bergen County Plaza  
94 Washington Street  
500 Park Avenue

**Address 2**

**City State Zip**

Newton, NJ 07860  
Jersey City, NJ 07306  
Paterson, NJ 07505  
Hackensack, NJ 07601  
Hoboken, NJ 07030  
Hoboken, NJ 07030

**Radio and TV Stations – Region 1**

**TARGETS ENTIRE HOUSING REGION 1**

<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	NYC Metropolitan Area
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	NYC Metropolitan Area
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	NYC Metropolitan Area
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	NYC Metropolitan Area
<input type="checkbox"/>		13 Wpix, Inc. (Tribune) Educational Broadcasting Corporation	NYC Metropolitan Area
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	NYC Metropolitan Area
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	NYC Metropolitan Area
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	NYC Metropolitan Area, Spanish- language
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	NYC Metropolitan Area, Spanish- language
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	New Jersey
<input type="checkbox"/>		62 WRNN-TV Wrnn License Company, Llc	Hudson Valley
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcating Corporation	Northern New Jersey, Various ethnic
<input type="checkbox"/>		66 WFME-TV Family Stations Of New Jersey, Inc.	Northern New Jersey, Christian
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	NYC Metropolitan Area, Spanish- language

**TARGETS PARTIAL HOUSING REGION 1**

<input type="checkbox"/>		8 WTNH Wtnh Broadcasting, Inc. (LIN TV Corp.)	Bergen
<input type="checkbox"/>		49 WEDW Connecticut Public Broadcasting, Inc.	Bergen
<input type="checkbox"/>		17 WEBR-CA K Licensee, Inc.	Bergen, Hudson (Christian)
<input type="checkbox"/>		26 WXY-LP Island Broadcasting Company	Bergen, Hudson
<input type="checkbox"/>		32 WXY-LP Island Broadcasting Company	Bergen, Hudson
<input type="checkbox"/>		35 WNYX-LP Island Broadcasting Company	Bergen, Hudson
<input type="checkbox"/>		39 WNYN-LP Island Broadcasting Company	Bergen, Hudson (Spanish)
<input type="checkbox"/>		21 WLIW Educational Broadcasting Corporation	Bergen, Hudson, Passaic
<input type="checkbox"/>		60 W60AI Ventana Television, Inc.	Bergen, Hudson, Passaic
<input type="checkbox"/>		6 WNYZ-LP Island Broadcasting Co.	Bergen, Sussex
<input type="checkbox"/>		22 WMBQ-CA Renard Communications Corp.	Hudson
<input type="checkbox"/>		34 WPXO-LP Paxson Communications License Company, Llc	Hudson
<input type="checkbox"/>		42 WKOB-LP Nave Communications, Llc	Hudson (Christian)
<input type="checkbox"/>		3 WBQM-LP Renard Communications Corp.	Hudson, Sussex
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Hudson, Sussex
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Passaic, Sussex
<input type="checkbox"/>		36 W36AZ New Jersey Public Broadcasting Authority	Passaic, Sussex
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Sussex
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Sussex
<input type="checkbox"/>		23 W23AZ Centenary College	Sussex
<input type="checkbox"/>		38 WSWB Mystic Television of Scranton Llc	Sussex
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Sussex
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Sussex
<input type="checkbox"/>		49 W49BE New Jersey Public Broadcasting Authority	Sussex

<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Sussex
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Sussex
<input type="checkbox"/>		64 WQPX Paxson Communications License Company, Llc (Ion Media Networks)	Sussex
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Sussex
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
<input type="checkbox"/>		Comcast of the Meadowlands	Partial Bergen
<input type="checkbox"/>		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
<input type="checkbox"/>		US Cable of Paramus-Hillsdale	Partial Bergen
<input type="checkbox"/>		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
<input type="checkbox"/>		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
<input type="checkbox"/>		Cablevision of Oakland, Paterson	Partial Passaic
<input type="checkbox"/>		Hometown Online	Partial Passaic
<input type="checkbox"/>		Cable Vision of Morris, Warwick	Partial Sussex
<input type="checkbox"/>		Hometown Online	Partial Sussex
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Sussex
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
<input type="checkbox"/>		Comcast of the Meadowlands	Partial Bergen
<input type="checkbox"/>		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
<input type="checkbox"/>		US Cable of Paramus-Hillsdale	Partial Bergen
<input type="checkbox"/>		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
<input type="checkbox"/>		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
<input type="checkbox"/>		Cablevision of Oakland, Paterson	Partial Passaic
<input type="checkbox"/>		Hometown Online	Partial Passaic

<input type="checkbox"/>		Cable Vision of Morris, Warwick	Partial Sussex
<input type="checkbox"/>		Hometown Online	Partial Sussex
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Sussex
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Bergen
<input type="checkbox"/>		Comcast of the Meadowlands	Partial Bergen
<input type="checkbox"/>		Cablevision of New Jersey, Oakland, Ramapo, and Rockland	Partial Bergen
<input type="checkbox"/>		US Cable of Paramus-Hillsdale	Partial Bergen
<input type="checkbox"/>		Cablevision of NJ (Bayonne System), Hudson	Partial Hudson
<input type="checkbox"/>		Comcast of Jersey City, Meadowlands, NJ (Union System)	Partial Hudson
<input type="checkbox"/>		Time Warner Cable of Bergen & Hudson Counties	Partial Hudson
<input type="checkbox"/>		Cablevision of Oakland, Paterson	Partial Passaic
<input type="checkbox"/>		Hometown Online	Partial Passaic
<input type="checkbox"/>		Cable Vision of Morris, Warwick	Partial Sussex
<input type="checkbox"/>		Hometown Online	Partial Sussex
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Sussex

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE HOUSING REGION 1</b>			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
<input type="checkbox"/>		WCBS 880	
<input type="checkbox"/>		WBBR 1130	
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WFME 94.7	Christian
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WSKQ-FM 97.9	Spanish
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WBAI 99.5	
<input type="checkbox"/>		WHTZ 100.3	
<input type="checkbox"/>		WHUD 100.7	
<input type="checkbox"/>		WCBS-FM 101.1	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WAXQ 104.3	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WLTW 106.7	
<input type="checkbox"/>		WBLS 107.5	

**TARGETS PARTIAL HOUSING REGION 1**

**AM**

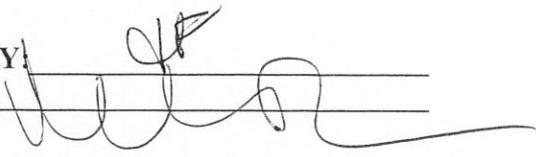
<input type="checkbox"/>		WEEX 1230	Bergen
<input type="checkbox"/>		WKDM 1380	Bergen, Hudson (Chinese/ Mandarin)
<input type="checkbox"/>		WMCA 570	Bergen, Hudson, Passaic (Christian)
<input type="checkbox"/>		WNYC 820	Bergen, Hudson, Passaic
<input type="checkbox"/>		WRKL 910	Bergen, Hudson, Passaic (Polish)
<input type="checkbox"/>		WPAT 930	Bergen, Hudson, Passaic (Caribbean, Mexican, Mandarin)
<input type="checkbox"/>		WWDJ 970	Bergen, Hudson, Passaic (Christian)
<input type="checkbox"/>		WINS 1010	Bergen, Hudson, Passaic
<input type="checkbox"/>		WEPN 1050	Bergen, Hudson, Passaic
<input type="checkbox"/>		WVNJ 1160	Bergen, Hudson, Passaic
<input type="checkbox"/>		WLIB 1190	Bergen, Hudson, Passaic (Christian)
<input type="checkbox"/>		WADO 1280	Bergen, Hudson, Passaic (Spanish)
<input type="checkbox"/>		WWRV 1330	Bergen, Hudson, Passaic (Spanish)
<input type="checkbox"/>		WNSW 1430	Bergen, Hudson, Passaic (Portuguese)
<input type="checkbox"/>		WZRC 1480	Bergen, Hudson, Passaic (Chinese/Cantonese)
<input type="checkbox"/>		WQEW 1560	Bergen, Hudson, Passaic
<input type="checkbox"/>		WWRL 1600	Bergen, Hudson, Passaic
<input type="checkbox"/>		WWRU 1660	Bergen, Hudson, Passaic (Korean)
<input type="checkbox"/>		WMTR 1250	Passaic
<input type="checkbox"/>		WGHT 1500	Passaic
<input type="checkbox"/>		WNNJ 1360	Sussex

**FM**

<input type="checkbox"/>		WSOU 89.5	Bergen, Hudson
<input type="checkbox"/>		WCAA 105.9	Bergen, Hudson (Latino)
<input type="checkbox"/>		WBGO 88.3	Bergen, Hudson, Passaic
<input type="checkbox"/>		WFDU 89.1	Bergen, Hudson, Passaic
<input type="checkbox"/>		WKCR-FM 89.9	Bergen, Hudson, Passaic
<input type="checkbox"/>		WNYU-FM 89.1	Bergen, Hudson, Passaic

<input type="checkbox"/>		WFUV 90.7	Bergen, Hudson, Passaic
<input type="checkbox"/>		WFMU 91.1	Bergen, Hudson, Passaic
<input type="checkbox"/>		WNYE 91.5	Bergen, Hudson, Passaic
<input type="checkbox"/>		WRKS 98.7	Bergen, Hudson, Sussex
<input type="checkbox"/>		WRTN 93.5	Bergen, Hudson, Sussex
<input type="checkbox"/>		WHCR-FM 90.3	Bergen, Passaic
<input type="checkbox"/>		WPSC-FM 88.7	Passaic
<input type="checkbox"/>		WRHV 88.7	Passaic
<input type="checkbox"/>		WNJP 88.5	Sussex
<input type="checkbox"/>		WNTI 91.9	Sussex
<input type="checkbox"/>		WCTO 96.1	Sussex
<input type="checkbox"/>		WSUS 102.3	Sussex
<input type="checkbox"/>		WNNJ-FM 103.7	Sussex
<input type="checkbox"/>		WDHA -FM 105.5	Sussex
<input type="checkbox"/>		WHCY 106.3	Sussex
<input type="checkbox"/>		WWYY 107.1	Sussex

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_



**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO HMR ARCHITECTS FOR PROFESSIONAL ARCHITECTURAL SERVICES TO THE CITY OF HOBOKEN FOR PLASTER/PAINT REPAIR AND WAYFINDING SIGNAGE IN HOBOKEN CITY HALL IN AN AMOUNT NOT TO EXCEED \$11,500.00 FOR A TERM TO COMMENCE SEPTEMBER 22, 2016**

**WHEREAS**, the City of Hoboken has a need to obtain professional architectural services related to the preparation of specifications for plaster and paint repair and wayfinding signage in Hoboken City Hall, and construction administration services for said work; and,

**WHEREAS**, HMR Architects has been qualified as a pool architectural firm for the City of Hoboken as delineated in Resolution No. 33 dated January 20, 2016; and,

**WHEREAS**, the Administration recommends awarding a contract for architectural services to HMR Architects pursuant to their proposal dated July 22, 2016 in the not to exceed amount of Eleven Thousand Five Hundred Dollars (\$11,500.00).

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken authorizes the Mayor to enter into a contract with HMR Architects, for an amount not to exceed \$11,500.00, for the services described in the attached July 22, 2016 proposal, for a term to expire upon completion of the project, but not later than September 21, 2017; and,

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

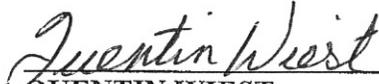
1. The terms of HMR’s written proposal dated July 22, 2016 shall govern the contract, and no changes may be made without prior written consent of both parties.
2. Any change orders which shall become necessary shall be subject to the City’s ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
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 with:

HMR Architects  
821 Alexander Road, Suite 115  
Princeton, New Jersey 08540

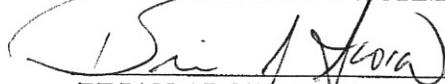
Meeting date: September 21, 2016

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

APPROVED:

  
QUENTIN WIEST  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO HMR ARCHITECTS FOR PROFESSIONAL ARCHITECTURAL SERVICES TO THE CITY OF HOBOKEN FOR PLASTER/PAINT REPAIR AND WAYFINDING SIGNAGE IN HOBOKEN CITY HALL IN AN AMOUNT NOT TO EXCEED \$11,500.00 FOR A TERM TO COMMENCE SEPTEMBER 22, 2016

AMOUNT TO BE CERTIFIED:

\$11,500.00

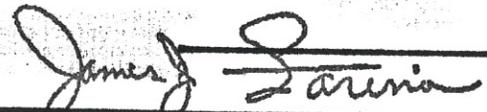
ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-320

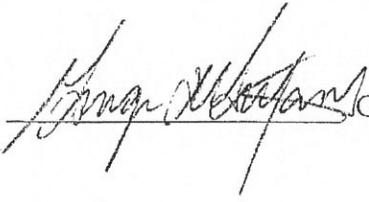
CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$11,500.00 is available in the following appropriation: C-04-60-716-320; 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.

**A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: SEP 21 2016**

  
CITY CLERK

Signed:

A handwritten signature in black ink, appearing to read "George DeStefano". The signature is written in a cursive style with a large, sweeping initial "G".

George DeStefano, CFO

September 21, 2016  
09:24 AM

CITY OF HOBOKEN  
Budget Entry Verification Listing

Page No: 1

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Batch Id: GDS      Batch Date: 09/21/16      Batch Type: Standard

---

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-716-320 Z-420 SOFT COSTS SECTION 20 NON-FINANCE	Encumbrance	CFO Cert for meeting 09/21/16 HMR Arch	11,500.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	11,500.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	11,500.00

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

There are NO errors in this listing.

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

---

Batch: GDS      Updated Entries: 1      Updated Amount: 11,500.00      Ref Num: 4374

---

# HMRARCHITECTS

July 22, 2016

Mr. Stephen Marks  
City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030

Re: Professional Architectural Services Proposal  
Hoboken City Hall  
Plaster/Paint Repair, Wayfinding Signage  
Specifications and Construction Administration

Dear Mr. Marks,

HMR Architects is pleased to present this proposal for Architectural Services related to preparation of specifications for plaster and paint repair, and Construction Administration services for that work.

The scope of work includes the following:

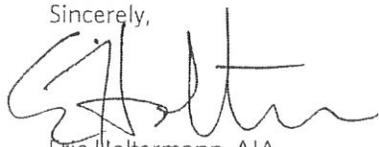
1. Preparation of specifications for repair and repainting of plaster and gypsum board wall and ceiling surfaces.
2. Design and specifications for wayfinding signage system from a standard signage manufacturer. Includes design meeting with City of Hoboken.
3. Floor plans indicating general area and quantity of repair work
4. Schedule of signage and floor plans indicating signage locations. Note: Hoboken will provide list of sign names and room numbers
5. Construction Administration including review of submittals, contractor RFI's, applications for payment, etc.
6. Construction Administration Site Visits to review work. Includes 4 dedicated site visits.

HMR will prepare relevant repair and wayfinding specifications for bidding by City of Hoboken in a single construction contract. HMR will provide typical Construction Administration Services as described above, and attend kick-off, progress and final inspection meetings. Additional meetings, if required, will be invoiced at \$700 per meeting.

A total fee of **\$11,500.00** is proposed, as indicated on attached Fee Proposal Worksheet. We will prepare invoices for our work on a monthly basis, based work completed.

We have prepared this proposal based on our understanding of the specialized characteristics of this proposed work. Please call if you have any questions. We look forward to continuing our work with you.

Sincerely,



ERIC HOLTERMANN, AIA

# HMRARCHITECTS

22 July, 2016

HMR Architects  
Architectural Services Fee Proposal Worksheet

HOBOKEN CITY HALL -

Plaster/Paint/Patch/Repair Specifications and Construction Administration - IT Cabling Project  
Wayfind

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## FEE CALCULATION

	Items	Totals
Plaster/Paint/Patch/Repair - IT Cabling		
Wayfinding signage		
Prepare tech specs for plaster and paint	\$ 2,000	
Wayfinding design, mtg with Hoboken	\$ 2,000	
Wayfinding specifications, schedule	\$ 1,400	
Prepare qualifications, front end for spec	\$ 1,400	
Construction Admin - submittals/correspondence	\$ 1,400	
Construction Admin - allow 4 site visits @ \$700	\$ 2,800	
Reimbursable expenses	\$ 500	
<b>Total Professional Fees:</b>		<b>\$ 11,500.00</b>

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## COMPENSATION FOR ADDITIONAL SERVICES - HMR ARCHITECTS

Hourly billing rates for additional services:

Principal	\$/hr	185
Project Architect	\$/hr	165
Designer / Drafter	\$/hr	100 - 130

Secretarial services are included in the above rates

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## NOTES

1. Services of other consultants are not anticipated and are not included.
2. 4 site visits included. Additional site visits at \$700 each, if required.

INTRODUCED BY:  
SECONDED BY:

*[Handwritten signatures]*

33

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING THE CITY OF HOBOKEN TO ACCEPT AND QUALIFY  
RESPONSES TO ISSUED REQUEST FOR QUALIFICATIONS FOR MULTI-  
DISCIPLINED ENGINEERING, ARCHITECTURE, PLANNING, LAND  
SURVEYING, LANDSCAPE ARCHITECTURE AND LSRP 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 multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP 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 Request for Qualifications for multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP professionals for CY2016; and,

WHEREAS, the City's review team has determined that the below listed respondents to the RFQ provide the city with the best options for efficient and effective multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP 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 for multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP professionals for the City, as necessary when determined by the Administration, during the January 1, 2016 through December 31, 2016 period:

	Civil Engr	MEP	Struct	Elevator	LSRP	Arch	Planning	Survey	Land Arch
1	T&M	T&M	T&M	LSEA	Excel	DMR	T&M	T&M	T&M
2	ARH	Concord	Maser		T&M	RSC	ARH	ARH	ARH
3	Concord	LSEA	GMS		ARH	LSEA	Kimley Horn	Maser	Kimley Horn
4	Kimley Horn	EI Asso.			Kimley Horn	HMR	DMR	Geod	Maser
5	Maser				Maser	Marvel	Banisch	Suburban	Suburban
6	Suburban				LSEA	EI Asso.	Maser	LSEA	Najarian
7	LSEA				Najarian		Suburban	Najarian	Starr Whitehouse

8	Najarian				R&V		Najarian	R&V	R&V
9	Princeton Hydro				Boswell		Princeton Hydro	Boswell	
10	R&V				USA		R&V		
12	Boswell				H2M		H2M		
13	El Asso								
14	H2M								

Meeting date: January 20, 2016

APPROVED:

*Quentin Wiest*

Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

*Alysia Proko*

Alysia 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 Giattino	/			

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

*James J. Sarena*

CITY CLERK

New SB AZ

INTRODUCED BY: Councilman Bhalla  
SECONDED BY: Councilman Russo

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION EXPRESSING THE HOBOKEN CITY COUNCIL'S  
SUPPORT OF THE NATIONAL CAMPAIGN TO ALLOW SIKHS TO  
SERVE IN THE UNITED STATES ARMY**

**WHEREAS**, Sikhism was founded in the Punjab area of South Asia and is the fifth largest religion in the world; and,

**WHEREAS**, there are roughly 30 million Sikhs worldwide and 500,000 Sikhs in the U.S.; and,

**WHEREAS**, observant Sikh Americans, with turbans and beards, served ably and proudly without hindrance in both World Wars, the Korean War, and Vietnam War; and,

**WHEREAS**, observant Sikhs serve in foreign militaries across the world, and as allies alongside U.S. soldiers abroad; and,

**WHEREAS**, in 1981, the United States abruptly limited religious expression in the military, and adopted a ban on "conspicuous" articles of faith; and,

**WHEREAS**, Sikh Americans who wish to serve in the military must now obtain a religious accommodation in order to serve; and,

**WHEREAS**, the religious accommodation process is cumbersome, lengthy, and uncertain; and,

**WHEREAS**, the process discourages many Sikh Americans from military service and stigmatizes Sikhism; and,

**WHEREAS**, notwithstanding this onerous process, numerous Sikh Americans, many with the assistance of counsel, have obtained religious accommodations and proudly and ably serve their nation; and,

**WHEREAS**, 105 members of Congress, 15 U.S. Senators, 21 national interfaith and civil rights organizations, and 27 retired U.S. Generals have urged the military to lift the ban, abandon the accommodation process, and let Sikhs serve; and,

**WHEREAS**, a strong and diverse military is vital to the national security interests of the U.S.; and,

**WHEREAS**, no American should have to choose between their faith and military service; and,

**WHEREAS**, the Department of Defense is the world's largest employer and should not be discriminating on the basis of faith.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken urges the Department of Defense to lift its ban on articles of faith and abandon its case by case accommodation process so that Sikhs, and other religious minorities, are able to freely enlist and serve in the military without compromising their faith or religious beliefs; and,

**BE IT FURTHER RESOLVED**, that the City Clerk for the City Council of the City of Hoboken shall deliver a certified copy of this resolution to Secretary of Defense Ash Carter and Secretary of the Army Eric Fanning.

**Meeting date: September 21, 2016**

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

**APPROVED:**

*Quentin Wiest*  
 \_\_\_\_\_  
 QUENTIN WIEST  
 BUSINESS ADMINISTRATOR

**APPROVED AS TO FORM:**

*Brian Aloia*  
 \_\_\_\_\_  
 BRIAN ALOIA, ESQ.  
 CORPORATION COUNSEL

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

*James J. Saravia*  
 \_\_\_\_\_  
 SEP 21 2016  
 CITY CLERK

1st *[Signature]* A3  
 2nd *[Signature]*  
 INTRODUCED BY: \_\_\_\_\_  
 SECONDED BY: *[Signature]*

**CITY OF HOBOKEN  
 RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF  
 UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE  
 CITY OF HOBOKEN AND THE CITY OF HOBOKEN**

**WHEREAS**, the City of Hoboken (“the City”) desires to enter into a Memorandum of Understanding (“MOU”) (a draft of which is attached hereto) with the Housing Authority of the City of Hoboken (“the Authority”) to outline certain ways that the Authority and the City, through the Hoboken Police Department (“HPD”) will share information and resources; and,

**WHEREAS**, the City believes that the attached MOU will assist the City and the Authority in ensuring the health and safety of the residents of the Authority and the greater Hoboken community; and,

**WHEREAS**, the attached MOU was approved by the Authority at their September 15, 2016 meeting; and,

**WHEREAS**, it is deemed to be in the best interest of the City and its citizenry to enter into the MOU with the Housing Authority.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Hoboken hereby approves the MOU with the Authority, as attached hereto, or a MOU that is substantially similar without any substantive changes; and

**BE IT FURTHER RESOLVED**, the City Council hereby authorizes the Mayor, her Administration, and/or Corporation Counsel to proceed to execute and finalize said MOU with the Authority, or a MOU that is substantially similar with no substantive changes.

**Meeting date: September 21, 2016**

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

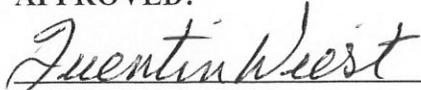
**A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON:**

*[Signature]*  
 \_\_\_\_\_

SEP 21 2016

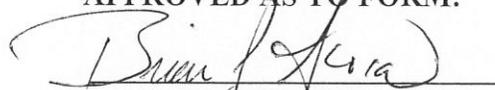
**CITY CLERK**

APPROVED:

  
\_\_\_\_\_

QUENTIN WIEST  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

  
\_\_\_\_\_

BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE HOUSING AUTHORITY OF THE CITY OF HOBOKEN  
AND THE CITY OF HOBOKEN**

This Memorandum of Understanding ("MOU") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Housing Authority of the City of Hoboken, having administrative offices at 400 Harrison Street, Hoboken, New Jersey 07030 (the "Authority"), and the City of Hoboken, having administrative offices at 94 Washington Street, Hoboken, New Jersey 07030 (the "City").

**WITNESSETH:**

**WHEREAS**, the "Authority", as used herein, shall at all times mean the Housing Authority of the City of Hoboken, its affiliates, predecessors, successors and assigns of any and all of them, their present and former officials, administrators, directors, officers, representatives, associates, partners, servants, employees, agents and attorneys; and

**WHEREAS**, the "City", as used herein, shall at all times mean the City of Hoboken, its affiliates, predecessors, successors and assigns of any and all of them, their present and former elected officials, administrators, directors, officials, officers, representatives, associates, partners, servants, employees, agents and attorneys; and

**WHEREAS**, the Authority operates 1,353 units of low income

public housing in the City of Hoboken; and

**WHEREAS**, the Authority and the City both desire to make every effort to ensure the health and safety of the residents of the Authority and of the greater Hoboken community; and

**WHEREAS**, the Authority and the City agree that this goal would be served by having a written memorandum of understanding between the parties outlining certain ways that the Authority and the City, through the Hoboken Police Department (the "HPD"), will share information and resources.

**NOW THEREFORE**, the Authority and the City mutually agree as follows:

1. **HPD POWERS:** The Authority hereby authorizes the HPD, while on Authority property, to exercise any and all powers conferred by law on police officers in the enforcement of the laws of the State of New Jersey or the ordinances of the City of Hoboken, including, but not limited to, the power to issue summonses and to apprehend offenders.
2. **BUILDING ENTRY:** The Authority agrees to provide the HPD with a set of access cards for the entry doors to all Authority buildings. These access cards are intended to be used only by members of the HPD acting in an official capacity, to provide immediate access to Authority buildings for the purpose of exercising any and all powers

conferred by law on police officers in the enforcement of the laws of the State of New Jersey or the ordinances of the City of Hoboken. These access cards shall not be provided by the HPD to any individual who is not an employee of the HPD acting in an official capacity. Should it become necessary, the Authority will provide the HPD with replacement access cards upon written request.

3. **COMMON AREA ACCESS:** The Authority shall provide members of the HPD with access to the common areas of Authority property, including, but not limited to, lobbies, hallways, stairwells, courtyards, and vacant and unoccupied apartments, as the need arises. In addition, the Authority authorizes the HPD to conduct sweeps of these common areas, when necessary. This grant of access does not extend to individual residential units on Authority property. Access to residential units shall only be granted in accordance with federal, state, and local law.

4. **DEFIANT TRESPASS:** The Authority authorizes the HPD to act at the behest of the Authority in signing complaints for defiant trespass and related offenses against individuals who are not tenants of the Authority and have not followed Authority procedures with respect to authorized visitors to Authority property. The HPD shall, on a monthly basis,

provide the Executive Director of the Authority with copies of all such complaints issued by the HPD for activity on Authority property.

5. **TENANT INFORMATION:** In accordance with the regulations of the United States Department of Housing and Urban Development, which permit the disclosure of public housing tenant information by the Authority to other government agencies for law enforcement purposes, the Authority shall provide the HPD with a list of the names and addresses of all active tenants of the Authority. Access to this information shall be limited to employees of the HPD acting in an official capacity. Updated information shall be provided to the HPD upon request.

6. **ARREST INFORMATION:** The HPD shall provide the Authority with all information or documentation that the HPD compiles with respect to criminal activity related to Authority property on a periodic basis. This includes, but is not limited to, activity on Authority property and activity involving Authority residents, as well as unauthorized occupants of Authority property who have used the addresses of Authority residents during interactions with members of the HPD, whether on Authority property or not. This shall not include any information or documentation with respect

to matters involving domestic violence. With respect to juvenile matters, no documentation shall be provided to the Authority. However, appropriate communication of information to the Authority shall be permitted in situations where the HPD determines that the potential risk to the public of not providing said information outweighs any potential privacy concerns. Any information or documentation provided by the HPD is to be used by Authority staff and legal counsel only for the purposes of taking such action as may be required to protect the health and safety of Authority tenants.

7. **PARTICIPATION OF THE HPD IN EVICTION MATTERS:** The parties agree that the Superior Court eviction process is crucial to the efforts of the Authority to ensure the health and safety of its tenants. Furthermore, the parties agree that, often, the participation of the HPD is crucial to the ability of the Authority to utilize that process. However, on occasion, the timing of an Authority eviction case and the related criminal proceedings do not coincide. As a result, the Authority and the HPD shall endeavor to conduct further discussions to develop an understanding with respect to the participation of members of the HPD in Authority eviction actions. This participation includes,

but is not limited to, testimony in the Superior Court of New Jersey.

8. **REIMBURSEMENT:** In the event that a member of the HPD is compelled to testify and/or appear relative to a matter that he or she would not otherwise be involved in, but for his or her presence on Authority property or involvement in any matter in accordance with this MOU, the Authority shall reimburse the City for any and all expenses incurred as a result of that member's appearance, including, but not limited to, straight time and overtime compensation for his or her appearance, pursuant to the member's collective bargaining agreement. The City acknowledges that the Authority has very limited resources and the City will make every reasonable effort to ensure that, to the extent possible, members of the HPD will appear and/or testify on behalf of the Authority while subject to straight time. The City acknowledges that reimbursement shall only be made by the Authority when the member would not have otherwise been on Authority property but for this MOU.

9. **ACCESS TO AUTHORITY CAMERAS:** The Authority maintains a system of surveillance cameras throughout the common areas of its property. The Authority currently provides, and shall continue to provide, the HPD with archived

surveillance footage, upon request, for investigative purposes. In addition, the Authority desires to provide the HPD with direct access to this video footage for the purpose of real-time monitoring. The parties are in the process of evaluating the capabilities of their respective technology, with the goal of installing a monitoring station at the HPD dedicated to surveillance footage provided by the Authority. In the event that such a station is installed, the parties agree that further discussions may be required to determine the responsibilities of the parties with respect to the monitoring station.

10. **OFFICER NEXT DOOR PROGRAM:** The Authority and the City currently operate an Officer Next Door program, whereby the Authority provides apartments to members of the HPD. In exchange, the participants in the program agree to provide enhanced police services to the Authority. The Authority will conduct internal discussions to determine the feasibility of continuing with the program and will consult with the HPD before any final determination is made with respect to the future of the program.
11. **LIABILITY:** The Authority agrees and acknowledges that, under no circumstances, will the City be held liable to any

party if: (1) the City or the Authority fails to discharge its duties or commitments under this MOU; or (2) any party, whether or not a party to this MOU, is injured by the failure to implement the terms of this MOU. Furthermore, the Authority agrees to indemnify, defend, and hold the City harmless against and from any and all claims or causes of action that are filed against the City based upon the City's having failed to take any action contemplated in this MOU. With respect to any action contemplated in this MOU and taken by the City, the City shall have no obligation to any party above and beyond the obligations of the City to the general public.

12. **SCOPE OF MOU:** Nothing in this MOU shall be construed to impose an affirmative obligation on the part of the HPD or the City. The City has limited resources, and the HPD will continue to be deployed and assigned in a manner deemed the most responsive and efficient as determined by the HPD. The Authority therefore recognizes no obligation on the part of the City or the HPD under this MOU to enter Authority property for purposes of monitoring and/or patrolling, above and beyond what is provided to the general public. The HPD may assist, patrol, and monitor Authority property at its sole discretion and in accordance with this MOU.

13. **TERMINATION:** Either party may terminate this MOU, or any portion or portions thereof, at any time after providing written notice to the other party, effective as of the date of receipt of the notice.

**IN WITNESS WHEREOF,** the parties hereto have executed this memorandum of understanding on the date first written above.

**HOUSING AUTHORITY OF THE  
CITY OF HOBOKEN**

By: \_\_\_\_\_

**DANA WEFER, Chair**

**ATTEST:**

\_\_\_\_\_  
**MARC A. RECKO, Secretary**

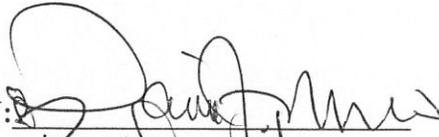
**CITY OF HOBOKEN**

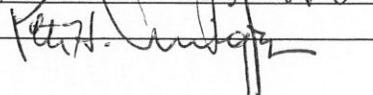
By: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

E1

INTRODUCED BY: 

SECONDED BY: 

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING CHANGE ORDERS TO THE CONTRACT OF DEE-EN ELECTRICAL CONTRACTING FOR THE MULTI SERVICE CENTER, FIRE HOUSES, POLICE DEPARTMENT AND AMBULANCE CORP. BUILDING ELECTRICAL UPGRADES AS CHANGE ORDER NUMBERS GEN-10 THRU GEN-15 IN A TOTAL INCREASED AMOUNT OF \$39,905.14, FOR A NEW, TOTAL NOT-TO-EXCEED AMOUNT OF \$1,196,768.58 (CONSTITUTING A NEW TOTAL CHANGE OF 14.8% FROM THE ORIGINAL CONTRACT AMOUNT)**

**WHEREAS**, the City of Hoboken requires additional change orders for electrical work being performed under the contract for the Electrical Generator Upgrades, which was originally awarded to Dee-En Electrical Contracting (“Dee-En”) for \$1,042,600.00; and,

**WHEREAS**, the Administration is using Dee-En for said services and provisions; and,

**WHEREAS**, in accordance with the direction of the Administration, the City Council is asked to award change orders GEN-10 thru GEN-15 to the contract for said services to Dee-En, for an increase in the contract amount by Thirty Nine Thousand Nine Hundred Five Dollars and Fourteen Cents (\$39,905.14), for a new, total not-to-exceed amount of **\$1,196,768.58** for work in accordance with Dee-En’s Change Order Requests dated 5/6/16 and 9/15/16 (attached hereto); and,

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that change orders GEN-10 thru GEN-15 to the contract for said services to Dee-En, for an increase in the contract amount by Thirty Nine Thousand Nine Hundred Five Dollars and Fourteen Cents (\$39,905.14), for a new, total not-to-exceed amount of \$1,196,768.58 for work in accordance with Dee-En’s Change Order Requests dated 5/6/16 and 9/15/16 (attached hereto); and,

**BE IT FURTHER RESOLVED**, that the time of completion of the contract be extended by 19 days; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. Any further change orders which shall become necessary hereafter shall be subject to the City’s ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
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 based upon the information herein.

Meeting date: September 21, 2016

APPROVED:

Quentin Wiest  
QUENTIN WIEST  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

Brian Aloia  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING CHANGE ORDERS TO THE CONTRACT OF DEE-EN ELECTRICAL CONTRACTING FOR THE MULTI SERVICE CENTER, FIRE HOUSES, POLICE DEPARTMENT AND AMBULANCE CORP BUILDING ELECTRICAL UPGRADES AS CHANGE ORDER NUMBERS GEN-10 THRU GEN-15 IN AN INCREASED AMOUNT OF \$39,905.14, FOR A NEW, TOTAL NOT-TO-EXCEED AMOUNT OF \$1,196,768.58 (A 14.8% CHANGE FROM THE ORIGINAL CONTRACT AMOUNT)

AMOUNT TO BE CERTIFIED:

\$39,905.14

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-715-215      \$15,108.97  
C-04-60-715-216      \$24,796.17

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: **SEP 21 2016**

James J. Sarena

CITY CLERK

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$39,905.14 is available in the following appropriations: C-04-60-715-216 in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: George DeStefano, George DeStefano, CFO

September 21, 2016  
08:23 AM

CITY OF HOBOKEN  
Budget Entry Verification Listing

Page No: 1

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Batch Id: GDS      Batch Date: 09/16/16      Batch Type: Standard

---

Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-216 Z-361 Renovations/Improve	Encumbrance	CFO CERT FOR MEETING 09/16/16 DEE-EN Fire Dept Bldg	39,905.14	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	39,905.14
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	39,905.14

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	39,905.14
Total:	1	39,905.14

There are NO errors in this listing.

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	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	39,905.14			

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Batch: GDS      Updated Entries: 1      Updated Amount: 39,905.14      Ref Num: 4373

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**DEE-EN**  
ELECTRICAL CONTRACTING INC

3014 TREMLEY POINT ROAD  
LINDEN, NEW JERSEY 07036  
P: (908) 862-8189 F: (908) 862-8171  
EMAIL: DNELECTRIC13@GMAIL.COM

9/14/16  
C/O Proposal #22  
GEN 15

CITY OF HOBOKEN  
6 EMERGENCY GENERATORS

INSTALL ADDITIONAL REGULATORS TO EXISTING BUILDINGS' GAS SERVICE AS PER PSE&G REQUIREMENTS

**501 Observer Highway:**

Labor:

Pipefitter Foreman – 2 days @ \$102.12/hr.	\$1,633.92
Pipefitter Journeyman – 2 days @ \$97.90/hr.	\$1,566.40

Material:

- 1 New Regulator & Vent Cap \$935.51
- New Gas Pipe, Fittings & Valves \$445.28

**707 Clinton St:**

Labor:

Pipefitter Foreman – 2 days @ \$102.12/hr.	\$1,633.92
Pipefitter Journeyman – 2 days @ \$97.90/hr.	\$1,566.40

Material:

- 1 New Regulator & Vent Cap \$935.51
- New Gas Pipe, Fittings & Valves \$445.28

**801 Clinton St:**

Labor:

Pipefitter Foreman – 2 days @ \$102.12/hr.	\$1,633.92
Pipefitter Journeyman – 2 days @ \$97.90/hr.	\$1,566.40

Material:

- 1 New Regulator & Vent Cap \$935.51
- New Gas Pipe, Fittings & Valves \$445.28

# DEE-EN

ELECTRICAL CONTRACTING INC

3014 TREMLEY POINT ROAD  
LINDEN, NEW JERSEY 07036  
P: (908) 862-8189 F: (908) 862-8171  
EMAIL: DNELECTRIC13@GMAIL.COM

## 1313 Washington St:

### Labor:

Pipefitter Foreman – 2 days @ \$102.12/hr.	\$1,633.92
Pipefitter Journeyman – 2 days @ \$97.90/hr.	\$1,566.40

### Material:

- |                                   |          |
|-----------------------------------|----------|
| • 1 New Regulator & Vent Cap      | \$935.51 |
| • New Gas Pipe, Fittings & Valves | \$445.28 |
- 

<b>Total Labor &amp; Material Cost:</b>	<b>\$18,324.44</b>
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10% Profit & Overhead (Sub-Contractor, Liberty Mechanical):	\$1,832.44
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5% Profit & Overhead (DEE-EN Electrical Contracting, Inc.):	\$916.22
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<b>Total C/O Amount:</b>	<b>\$21,073.10</b>
--------------------------	--------------------

**\*Due to C/O, contract to be extended by 10 days.**

Thank You,  
Dominick Livia  
DEE-EN Electrical Contracting, Inc.

DEE-EN ELECTRICAL CONTRACTING, INC.  
3014 TREMLEY POINT ROAD, LINDEN, NJ 07036  
P: 908-862-8189 F: 908-862-8171  
DNELECTRIC13@GMAIL.COM

C/O Proposal #21  
GEN #14

Hoboken Emergency Generator  
106 Hudson Street – Additional Gas Piping Due to the Installation of  
New Gas Meter by PSE&G

Labor:

Pipe Fitter – Foreman - 2 Days - \$102.12 hr.	\$1,633.92
Pipe Fitter – Journeyman – 2 Days - \$97.90 hr.	\$1,566.40
Laborer – 1 Day - \$70.02 hr.	\$ 560.16

Material:

2 ½" schedule 40 Black Pipe	\$ 542.42
2 ½" valves, fittings, supports	\$ 184.49

<b>Total:</b>	<b>\$4,487.39</b>
15% profit & overhead	673.10

<b>Total Change Order Amount:</b>	<b>\$5,160.49</b>
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**DEE-EN**  
ELECTRICAL CONTRACTING INC

3014 TREMLEY POINT ROAD  
LINDEN, NEW JERSEY 07036  
P: (908) 862-8189 F: (908) 862-8171  
EMAIL: DNELECTRIC13@GMAIL.COM

9/15/16  
C/O Proposal #20  
GEN 13

HOBOKEN EMERGENCY GENERATORS  
201 JEFFERSON ST. – INSTALLATION OF ADDITIONAL BASEMENT STEPS TO ALLOW ACCESS TO  
BASEMENT REGULATOR & GAS PIPING

Labor:

2 Men 1 Day – Fabrication & Installation \$1,379.52

Material:

Diamond Plating Steel \$190.00

---

**Total Labor & Material Cost: \$1,569.52**

10% Profit & Overhead (Sub-Contractor, Liberty Mechanical) \$156.95

5% Profit & Overhead (DEE-EN Electrical Contracting) \$86.32

---

**Total C/O Amount: \$1,812.79**

\*Due to C/O, contract to be extended by 1 day.

Thank You,  
Dominick Livia  
DEE-EN Electrical Contracting, Inc.

DEE-EN ELECTRICAL CONTRACTING, INC.  
3014 TREMLEY POINT ROAD, LINDEN, NJ 07036  
P: 908-862-8189 F: 908-862-8171  
DNELECTRIC13@GMAIL.COM

9/9/16

C/O Proposal #19

GEN #12

CITY OF HOBOKEN  
6 EMERGENCY GENERATORS  
POLICE DEPARTMENT ELECTRICAL POWER FINAL CUT-OVER  
\*SUNDAY PREMIUM TIME SHIFT, AS REQUESTED BY CAPTAIN PASCULI & SARGENT MONTANEZ\*

Labor (double time):

1 – Electrical Foreman – 7 hours @ \$247.61/hr.	\$1,733.27
2 – Journeyman Electricians – 14 hours @ \$202.97/hr.	\$2,841.58

<b>Total Labor Cost:</b>	<b>\$4,574.85</b>
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<b>15% Profit &amp; Overhead:</b>	<b>\$686.23</b>
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<b>Total C/O Amount:</b>	<b>\$5,261.08</b>
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\*Due to C/O, contract to be extended by 1 days.

Thank You,  
Dominick Livia  
Dee-En Electrical Contracting, Inc.

DEE-EN ELECTRICAL CONTRACTING, INC.  
3014 TREMLEY POINT ROAD, LINDEN, NJ 07036  
P: 908-862-8189 F: 908-862-8171  
DNELECTRIC13@GMAIL.COM

9/2/16

C/O Proposal #18

Gen #11

CITY OF HOBOKEN

6 EMERGENCY GENERATORS

6-GENERATORS SITE BTU SURVEY

Labor:

1 man 2 days – 16 hours – \$103.82/hr – pipe fitter (foreman) \$1,661.12

15% Profit & Overhead: \$249.16

---

**Total C/O Amount: \$1,910.28**

**\*Due to C/O, contract to be extended by 2 days.**

Thank You,  
Dominick Livia  
Dee-En Electrical Contracting, Inc.

DEE-EN ELECTRICAL CONTRACTING, INC.  
3014 TREMLEY POINT ROAD, LINDEN, NJ 07036  
P: 908-862-8189 F: 908-862-8171  
DNELECTRIC13@GMAIL.COM

05/062016

C/O #10 GEN

CITY OF HOBOKEN  
6 EMERGENCY GENERATORS  
UNFORSEEN ITEMS  
LOSS OF TIME

Utility company (PSE&G) required concrete encasement for 2-4" underground PVC conduits:

Material	\$367.50
Labor – 2 men (4hrs) \$68.60 per hour	\$274.40

Sent 1 man to pick up ply wood to cover street opening:

Material	\$33.00
Labor (1hr) \$68.60 per hour	\$68.60

Due to change of scope of work from utility company we incurred 7 hours of loss time to change settings of 2-4" PVC conduit and trench burial depth:

Labor – (5hrs) \$68.60 per hour	\$343.00
Labor – (2hrs) \$99.65 per hour	\$199.30

4/13/16 Locked out of working in Internal Affairs room (3 men) notified at 4/13/16 at 8:30am

Loss Time 2 men (14hrs) \$99.65	\$1,395.10
---------------------------------	------------

7 days of late entry into Internal Affairs room

Loss Time 2 men (14hrs) \$99.65	\$1,395.10
---------------------------------	------------

<b>Total:</b>	<b>\$4,076.00</b>
---------------	-------------------

<b>15% Profit &amp; Overhead:</b>	<b>\$611.40</b>
-----------------------------------	-----------------

<b>Total C/O Amount:</b>	<b>\$4,687.40</b>
--------------------------	-------------------

\*Due to C/O, contract to be extended by 5 days.

City of Hoboken Authorized By:

DEE-EN Electrical Contracting Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
Dominick Livia - President

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
5/06/16

\_\_\_\_\_  
(Date)

INTRODUCED BY:

*David J. M...*

SECONDED BY:

*Patricia...*

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING SUBMISSION OF 2017 APPLICATION AND ACCEPTANCE OF ANY GRANT RECEIVED FROM THE HUDSON COUNTY OFFICE OF CULTURAL & HERITAGE AFFAIRS/TOURISM DEVELOPMENT FOR LOCAL ARTS PROGRAM GRANT FUNDS FOR THE SUMMER ENCHANTED EVENINGS PERFORMANCE SERIES**

WHEREAS, the City of Hoboken has, for many years, been the recipient of funds for the Summer Enchanted Evenings Performance Series through the Hudson County Office of Cultural & Heritage Affairs/Tourism Development; and,

WHEREAS, the Hudson County Office of Cultural & Heritage Affairs/Tourism Development has once again invited the City of Hoboken to submit an application for funding for 2017 Local Arts Program funds (LAP).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the City of Hoboken will submit an application for such funds, which has no City funded match, and may thereafter accept funds awarded; and,

BE IT FURTHER RESOLVED that the Mayor, or her designee, is hereby authorized, on behalf of the City of Hoboken, to:

1. Execute and submit such application to the Hudson County Office of Cultural & Heritage Affairs/Tourism Development; and,
2. Furnish such documents as may be required; and,
3. Act as authorized correspondent to the City of Hoboken; and,
4. Execute necessary contracts, if funding is awarded, subject to approval by the City Council of the City of Hoboken if necessary.

Meeting date: September 21, 2016

APPROVED:

*Quentin West*  
QUENTIN WIEST  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

*Brian Aloia*  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

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

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

SEP 21 2016

*James J. Sarena*  
 \_\_\_\_\_  
 CITY CLERK

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

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AWARDING A CONTRACT TO PICERNO-GIORDANO  
CONSTRUCTION FOR THE CHURCH SQUARE PARK SURFACE  
RESTORATION PROJECT IN ACCORDANCE WITH THE CITY'S BID  
NO. 16 - 22 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$103,000.00**

**WHEREAS**, three (3) bids were received for the Church Square Park Surface Restoration project, as specified in Bid Number 16-22; and,

**WHEREAS**, the three (3) bids being:

<u>VENDOR</u>	<u>BID PROPOSALS</u>
1. Picerno-Giordano Construction 200 Market Street Kenilworth, NJ 07033	Base Bid - \$103,000.00
2. Max Adamo Construction 569 Prospect Avenue Ridgefield, NJ 07057	Base Bid - \$106,600.00
3. V & K Construction 37 Bartha Avenue Edison, NJ 08817	Base Bid - \$135,600.00

**WHEREAS**, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 16-22 with Picerno-Giordano Construction, as they submitted the lowest, responsible, and responsive bid in the amount of \$103,000.00.

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

- A. A contract is hereby awarded to Picerno-Giordano Construction for Bid No. 16 - 22, in the total not to exceed amount of One Hundred Three Thousand Dollars (\$103,000.00) for the Church Square Park Surface Restoration Project in accordance with the specifications set forth in the City's Bid No. 16-22.
- 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 set forth in Bid No. 16-22 and the vendor's corresponding bid proposal documents. No exceptions were noted in the City Engineer's recommendations, and therefore none will be accepted in performance of the obligations under the bid.
- D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.
- E. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.
- F. This resolution shall take effect immediately upon passage.

**Meeting date: September 21, 2016**

**APPROVED:**

*Quentin Wiest*  
 QUENTIN WIEST  
 BUSINESS ADMINISTRATOR

**APPROVED AS TO FORM:**

*Brian Aloia*  
 BRIAN ALOIA, ESQ.  
 CORPORATION COUNSEL

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

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

SEP 21 2016

*James J. ...*

CERTIFICATION OF FUNDS

CITY CLERK

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO PICERNO-GIORDANO CONSTRUCTION FOR THE CHURCH SQUARE PARK SURFACE RESTORATION PROJECT IN ACCORDANCE WITH THE CITY'S BID NO. 16 - 22 IN THE TOTAL NOT TO EXCEED AMOUNT OF \$103,000.00

AMOUNT TO BE CERTIFIED:

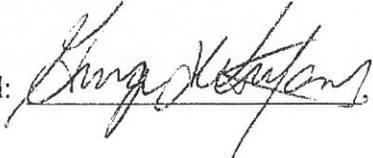
\$103,000.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-311

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$103,000.00 is available in the following appropriation: C-04-60-716-311, and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

September 21, 2016  
01:44 PM

CITY OF HOBOKEN  
Budget Entry Verification Listing

Page No: 1

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Batch Id: GDS      Batch Date: 09/21/16      Batch Type: Standard

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Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-716-311 Z-420 RENOVATIONS CITY BUILDINGS	Encumbrance	CFO Cert for meeting 09/21/16 Picerno	103,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	103,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	103,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	103,000.00
Total:	1	103,000.00

There are NO errors in this listing.



# CITY OF HOBOKEN

## Division of Purchasing

DAWN ZIMMER  
Mayor



AL B. DINEROS, QPA  
Purchasing Agent

Date: September 20, 2016

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: Al B. Dineros

**Subject: Recommendation to Award the Contract for Bid 16 - 22 –  
Church Square Park Surface Restoration Project**

Reference: (a) Memorandum from Boswell McClave Engineering dated Sep 20, 2016

Boswell McClave Engineering reviewed the bid documents and the responses submitted by the three (3) bidders and I am satisfied that the responses met the intent of the specifications.

I reviewed the documents submitted by the three (3) bidders and I fully concur with the recommendations from Boswell McClave Engineering to award the contract to the lowest responsive and responsible bidder.

The total amount of the contract is not to exceed **\$103,000.00**. The vendor will be:

Picerno-Giordano Construction  
200 Market Street  
Kenilworth, NJ 07033



September 20, 2016

Leo Pellegrini, Director  
Health and Human Services  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

Re: Sprayground Improvements at Church Square Park  
Bid No. 16-22  
City of Hoboken  
Hudson County, New Jersey  
Our File No. HO-528

Dear Mr. Pellegrini:

On September 20, 2016, the City of Hoboken (City) received three (3) bids for the *Sprayground Improvements at Church Square Park* project. As you are aware the construction costs for this project are being funded by the City of Hoboken. Below is a summary of the two (2) lowest bids:

<u>Bidder</u>	<u>Bid Amount</u>
Picerno-Giordano Construction, LLC 200 Market Street Kenilworth, New Jersey 07033-2032	\$ 103,000.00 Total Bid Price
Max Adamo Construction, Inc. 569 Prospect Avenue Ridgefield, New Jersey 07657	\$ 106,400.00 Total Bid Price

The remaining bid submitted total bid price of \$ 135,600.00 and was not reviewed for completeness. A summary of all bids received is attached, as well as a tabulation of unit costs for all three (3) bidders. Boswell Engineering (Boswell) reviewed all bid documentation submitted by the two lowest bidders and provides the following comments.

**BID DOCUMENTATION**

Picerno-Giordano Construction, LLC

1. Picerno-Giordano Construction, LLC's submission is missing the following non-fatal:

Leo Pellegrini, Director  
Health and Human Services  
September 20, 2016  
Page 2 of 3

- a. The bidder answered "Yes" to question number 2 of the Certification of Equal Employment Opportunity but did not provide what reports were filed and where.
2. Picerno-Giordano Construction, LLC appears to have a complete submission.

Max Adamo Construction, Inc.

1. Max Adamo Construction, Inc's submission is missing the following non-fatal:
  - b. The bidder answered "No" to question number 3 of the Certification of Equal Employment Opportunity but did not provide an explanation for same.
2. Max Adamo Construction, Inc. appears to have a complete submission.

**RECOMMENDATION**

It is our understanding that the City of Hoboken has adequate funding to award the Total Bid Price for this project. Therefore, Boswell recommends that this contract be awarded to Picerno-Giordano Construction, LLC in the amount of \$103,000.00.

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated. It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

Please do not hesitate to contact the undersigned with any questions.

Sincerely,

BOSWELL McCLAVE ENGINEERING



Joseph A. Pomante, P.E.  
City Engineer Representative

JAP/s

Attachments

cc: Quentin Wiest, Business Administrator  
Corporation Counsel, City of Hoboken  
City of Hoboken Purchasing Department

BOSWELL ENGINEERING  
 330 Phillips Avenue  
 South Hackensack, NJ 07606

BID SUMMARY  
 PRAYGROUND IMPROVEMENTS AT CHURCH SQUARE PARK BID NO. 16-  
 CITY OF HOBOKEN  
 HUDSON COUNTY, NEW JERSEY  
 OUR FILE NO. HO-528

BID DATE: September 20, 2016

TIME: 1:00 PM

Picerno-Giordano Const., LLC  
 200 Market Street  
 Kenilworth, NJ 07033  
 Tel: (908) 241-4331  
 Fax: (908) 241-7854

Max Adamo Construction, Inc.  
 569 Prospect Avenue  
 Ridgefield, NJ 07657  
 Tel: (201) 941-2227  
 Fax: (201) 945-8190

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	<b>BASE BID</b>						
1	Clearing Site	L.S.	1	\$ 18,500.00	\$ 18,500.00	\$ 5,000.00	\$ 5,000.00
2	Excavation, Unclassified	C.Y.	100	\$ 100.00	\$ 10,000.00	\$ 50.00	\$ 5,000.00
3	Hot Mix Asphalt Sidewalk, 6" Thick	S.Y.	400	\$ 60.00	\$ 24,000.00	\$ 45.00	\$ 18,000.00
4	Sprayground Equipment Installation	L.S.	1	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00
5	Poured in Place Sprayground Surfacing	S.F.	800	\$ 12.00	\$ 9,600.00	\$ 28.00	\$ 22,400.00
6	Tree Removal, Over 12" to 18" Diameter	UNIT	1	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
7	Tree Removal, Over 24" to 30" Diameter	UNIT	1	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00
8	Water Fountain	L.S.	1	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00
9	Water Feature Restoration	UNIT	2	\$ 3,500.00	\$ 7,000.00	\$ 2,500.00	\$ 5,000.00
10	Acrylic Surface	S.Y.	400	\$ 36.00	\$ 14,400.00	\$ 80.00	\$ 32,000.00
11	Reset Existing Site Bench	UNIT	4	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00
	<b>TOTAL BASE BID ITEMS</b>			\$ -	\$ 103,000.00		\$ 106,400.00

SPRAYGROUND IMPROVEMENTS AT CHURCH SQUARE PARK  
CITY OF HOBOKEN  
HUDSON COUNTY, NEW JERSEY  
OUR FILE NO. HO-528

16-22

Bid Date: September 20, 2016

Engineer: Joseph Pomante

Time: 1:00 P.M.

Base Bid: \$100,000-\$125,000

1. Max Adamo Construction

Base Bid

\$106,400.00 (2)

2. V & K Construction, Inc.  
EDISON, NJ

Base Bid

\$135,600.00 (3)

3. Picerno-Giordano Construction

Base Bid

\$103,000.00 (1)

BID PROPOSAL

Bid No. 16-22

Based upon the specification herein provided, the following is the proposal for this project:

one hundred and three  
thousand dollars and zero cents

Please write out the number. (Total Amount including Base Bid and Alternates/Deducts as applicable)

Name of Firm: Picerno-Giordano Construction, LLC

For the Firm: Toni Giordano Picerno

Print Name: Toni Giordano Picerno

Title: Managing Member

Date: 9-19-16

**SCHEDULE OF PRICES  
 SPRAYGROUND IMPROVEMENTS AT CHURCH SQUARE PARK  
 BID NO. 16-22  
 CITY OF HOBOKEN  
 HUDSON COUNTY, NEW JERSEY**

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICES	UNIT PRICE	COMPUTED TOTALS
1.	L.S.	Clearing Site <u>eighteen thousand five hundred</u> Dollars <u>zero</u> Cents	Lump Sum	\$ <u>18,500.00</u>
2.	100 C.Y.	Excavation. Unclassified <u>one hundred</u> Dollars <u>zero</u> Cents	\$ <u>100.00</u>	\$ <u>10,000.00</u>
3.	400 S.Y.	Hot Mix Asphalt Sidewalk, 6" Thick <u>Sixty</u> Dollars <u>zero</u> Cents	\$ <u>60.00</u>	\$ <u>24,000.00</u>
4.	L.S.	Sprayground Equipment Installation <u>Six thousand five hundred</u> Dollars <u>zero</u> Cents	Lump Sum	\$ <u>6,500.00</u>
5.	800 S.F.	Poured in Place Sprayground Surfacing <u>twelve</u> Dollars <u>zero</u> Cents	\$ <u>12.00</u>	\$ <u>9,600.00</u>
6.	1 Unit	Tree Removal, Over 12" to 18" Diameter <u>two thousand</u> Dollars <u>zero</u> Cents	\$ <u>2,000.00</u>	\$ <u>2,000.00</u>
7.	1 Unit	Tree Removal, Over 24" to 30" Diameter <u>three thousand</u> Dollars <u>zero</u> Cents	\$ <u>3,000.00</u>	\$ <u>3,000.00</u>
8.	L.S.	Water Fountain <u>six thousand</u> Dollars <u>zero</u> Cents	Lump Sum	\$ <u>6,000.00</u>
9.	2 Unit	Water Feature Restoration <u>three thousand five hundred</u> Dollars <u>zero</u> Cents	\$ <u>3,500.00</u>	\$ <u>7,000.00</u>
10.	400 S.Y.	Acrylic Surface <u>thirty six</u> Dollars <u>zero</u> Cents	\$ <u>36.00</u>	\$ <u>14,400.00</u>
11.	4 Unit	Reset Existing Site Bench <u>five hundred</u> Dollars <u>zero</u> Cents	\$ <u>500.00</u>	\$ <u>2,000.00</u>

TOTAL ITEMS 1 - 11 IN WORDS AND FIGURES

one hundred and three thousand Dollars \$ 103,000.000  
 - 30 - and zero cents

\*Please See Attached \*  
**CERTIFICATION BY BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Name of Prime Contractor

Project Number

INSTRUCTIONS

This Certification is required pursuant Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filled all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report.

CONTRACTOR CERTIFICATION

Contractor's Name: Picerno-Giordano Construction, LLC

Address: 200 Market Street, Kenilworth NJ 07033

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes  No
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes  No   
If YES, state what reports were filed and with what agency:
3. Bidder has filed all compliance reports due under applicable instructions, including EEO-1. Yes  No

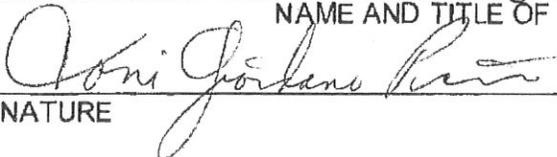
If answer to Item 3 is NO, please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to be best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001)

Toni Giordano Picerno, Managing Member

NAME AND TITLE OF SIGNER – Please Type

SIGNATURE



9-19-16  
DATE

INTRODUCED BY:  
SECONDED BY:

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AWARDING A CONTRACT TO HEARTLAND  
PAYMENT SYSTEMS FOR CREDIT CARD PROCESSING SERVICES  
TO THE CITY OF HOBOKEN IN ACCORDANCE WITH RFP 16-06**

**WHEREAS**, the City of Hoboken has a need to retain a company to provide credit card processing services to the City; and,

**WHEREAS**, the City received multiple responses to RFP 16-06 (Credit Card Processing Services Provider) which were then reviewed and evaluated; and,

**WHEREAS**, the results of the evaluations indicated that Heartland Payment Systems received the highest score pursuant to the evaluation criteria as indicated in the memorandum of Corporation Counsel, which is attached hereto; and,

**WHEREAS**, the Administration therefore recommends awarding a contract to Heartland Payment Systems for credit card processing services for a term of two (2) years beginning from the date of contract execution, with an option for three (3) additional one (1) year contract extensions; and,

**WHEREAS**, the amount of this contract shall be based upon the transaction costs and other fees specified Heartland Payment Systems' response to RFP 16-06 dated August 17, 2016, which is estimated to be \$600,000.00 annually.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken authorizes the Mayor to enter into a contract with Heartland Payment Systems, for an amount in accordance with the costs and fees as outlined in Heartland Payment Systems' proposal in response to RFP 16-06, which is estimated to be \$600,000.00 annually, for the services as outlined in RFP 16-06, for a term of two (2) years beginning from the date of execution of the contract, with an option for three (3) additional one (1) year contract extensions; and,

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

1. The award of this contract is subject to finalization of the contract terms.
2. The terms of Heartland Payment Systems' written proposal dated August 17, 2016 shall govern the contract, and no changes may be made without prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City

- Council.
4. The Council hereby authorizes the Mayor, or her designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
  5. The mayor, or her designee, is hereby authorized to execute an agreement with:

Heartland Payment Systems  
 2001 Aero Space Parkway  
 Brook Park, OH 44142

Meeting date: September 21, 2016

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

SEP 21 2016

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

AT A MEETING HELD ON:

*James J. ...*  
 CITY CLERK

**APPROVED:**

*Quentin Wiest*  
 QUENTIN WIEST  
 BUSINESS ADMINISTRATOR

**APPROVED AS TO FORM:**

*Brian Aloia*  
 BRIAN ALOIA, ESQ.  
 CORPORATION COUNSEL

**CERTIFICATION OF FUNDS**

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO HEARTLAND PAYMENT SYSTEMS FOR CREDIT CARD PROCESSING SERVICES TO THE CITY OF HOBOKEN IN ACCORDANCE WITH RFP 16-06

AMOUNT TO BE CERTIFIED:

Approximately \$600,000.00 annually

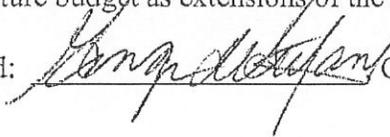
ACCOUNT NUMBER TO CERTIFY FROM:

From CY2016 appropriation: \$50,000.00 from 6-31-55-702-004 and \$50,000.00 from 6-31-55-704-004

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$100,000.00 is available in the following appropriation: \$50,000.00 from 6-31-55-702-004 and \$50,000.00 from 6-31-55-704-004; 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.

I further certify that I will review the availability of funds for the remainder of the estimated \$600,000.00 of annual cost upon adoption of the CY2017 and CY2018 budgets and ; and I further certify that I will prepare a certificate of available funds for the remaining balances on an annual basis and file same with the original resolution, or advise the Business Administrator in writing if the City Council fails to appropriate the necessary funds in the CY2017 budget, and any future budget as extensions of the agreement deemed necessary and just.

Signed:  George DeStefano, CFO

Batch Id: GDS      Batch Date: 09/21/16      Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-31-55-702-004 702 CC & Bank Fees	Encumbrance	CFO CERT FOR MEETING 09/16/16 HEARTLAND	50,000.00	1
6-31-55-704-004 704 Credit Card & Bank Fees	Encumbrance	CFO CERT FOR MEETING 09/16/16 HEARTLAND	50,000.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
PARKING UTILITY FUND	6-31	0.00	0.00	0.00	0.00	0.00	100,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	100,000.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	2	100,000.00
Total:	2	100,000.00

There are NO errors in this listing.

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	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	2	100,000.00			

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Batch: GDS      Updated Entries: 2      Updated Amount: 100,000.00      Ref Num: 4372

---

**CITY OF HOBOKEN**  
**Office of Corporation Counsel**

**DAWN ZIMMER**  
Mayor



**BRIAN ALOIA**  
Corporation Counsel

To: Quentin Wiest  
John Morgan  
Juan Melli  
Chris Baldwin

CC: Mayor Zimmer  
Brian Aloia  
Al Dineris

From: Alyssa Bongiovanni, Esq.

Re: Evaluation Results for: RFP 16-06 – Credit Card Processing Service Provider

Date: September 15, 2016

---

Please be advised, that as of September 14, 2016, all evaluations for RFP 16-06- Credit Card Processing Service Provider were received in the Law Department and reviewed. The evaluation results were as follows:

	<b>Heartland Payment Systems</b>	<b>TD Merchant Solutions</b>	<b>Transfirst</b>	<b>Value Payment Systems</b>	<b>First Data Ignite</b>	<b>Lexis Nexis</b>
<b>John Morgan</b>	95	80	85	75	60	40
<b>Juan Melli</b>	100	85	95	90	85	65
<b>Chris Baldwin</b>	100	90	95	90	75	Not scored- Vendor

						does not support multi- meters
<b>TOTALS:</b>	295	255	245	255	220	105

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

P51

INTRODUCED BY:

SECONDED BY:

*[Handwritten signatures]*

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AMENDING THE PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR CITY ENGINEER FOR THE FIRE DEPARTMENT HEADQUARTERS PARKING LOT PROJECT IN AN INCREASED AMOUNT NOT TO EXCEED \$14,050.00, FOR A TOTAL CONTRACT AMOUNT OF \$26,550.00**

**WHEREAS**, T&M Associates has been designated as a pool engineering firm pursuant to the attached Resolution No. 33 dated January 20, 2016; and,

**WHEREAS**, Resolution No. 6 was approved by the City Council of the City of Hoboken on March 4, 2015 awarding a professional service contract to T&M Associates for the Fire Department Headquarters parking lot project; and,

**WHEREAS**, certain contract amendments have become necessary in the Fire Department Headquarters Parking Lot Project, such as the use of porous pavement as required by the Hoboken Planning Board, the removal of a planned storage shed from the bid documents, and the inclusion of contract administration and inspection; and,

**WHEREAS**, at the direction of the Administration, the City Council is now asked to amend T&M Associates' contract for the Fire Department Headquarters Parking Lot Project to increase the total contract amount by Fourteen Thousand Fifty Dollars (\$14,050.00), for a total contract amount of Twenty Six Thousand Five Hundred Fifty Dollars (\$26,550.00); and,

**WHEREAS**, although the initial contract has expired, the Administration recommends the extension and amendment of this contract due to the fact that this specific project is ongoing and T&M Associates is a pool engineering firm and therefore has been chosen following a "fair and open" process.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that the contract with T&M Associates for the Fire Department Headquarters Parking Lot Project is amended to increase the amount by Fourteen Thousand Fifty Dollars (\$14,050.00), for a total contract amount not to exceed Twenty Six Thousand Five Hundred Fifty Dollars (\$26,550.00):

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposals shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole

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

Meeting date: September 21, 2016

**APPROVED:**

*Quentin Wiest*  
 QUENTIN WIEST  
 BUSINESS ADMINISTRATOR

**APPROVED AS TO FORM:**

*Brian A. Aloia*  
 BRIAN ALOIA, ESQ.  
 CORPORATION COUNSEL

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

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

SEP 21 2016

*James J. Sarina*

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

CITY CLERK

RESOLUTION AMENDING THE PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR CITY ENGINEER FOR THE FIRE DEPARTMENT HEADQUARTERS PARKING LOT PROJECT IN AN INCREASED AMOUNT NOT TO EXCEED \$14,050.00, FOR A TOTAL CONTRACT AMOUNT OF \$26,550.00

AMOUNT TO BE CERTIFIED:

\$14,050.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-320

Meeting date: September 21, 2016

APPROVED:

APPROVED AS TO FORM:

\_\_\_\_\_  
QUENTIN WIEST  
BUSINESS ADMINISTRATOR

\_\_\_\_\_  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

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

**CERTIFICATION OF FUNDS**

RESOLUTION TITLE:

RESOLUTION AMENDING THE PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR CITY ENGINEER FOR THE FIRE DEPARTMENT HEADQUARTERS PARKING LOT PROJECT IN AN INCREASED AMOUNT NOT TO EXCEED \$14,050.00, FOR A TOTAL CONTRACT AMOUNT OF \$26,550.00

AMOUNT TO BE CERTIFIED:

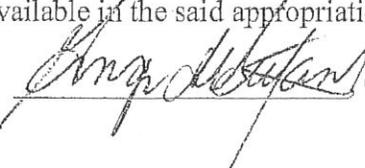
\$14,050.00

ACCOUNT NUMBER TO CERTIFY FROM:

C-04-60-716-320

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$14,050.00 is available in the following appropriation: C-04-60-716-320; 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

CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$14,050.00 is available in the following appropriation: C-04-60-716-320; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: \_\_\_\_\_, George DeStefano, CFO

INTRODUCED BY: 33  
SECONDED BY:

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING THE CITY OF HOBOKEN TO ACCEPT AND QUALIFY  
RESPONSES TO ISSUED REQUEST FOR QUALIFICATIONS FOR MULTI-  
DISCIPLINED ENGINEERING, ARCHITECTURE, PLANNING, LAND  
SURVEYING, LANDSCAPE ARCHITECTURE AND LSRP 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 multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP 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 Request for Qualifications for multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP professionals for CY2016; and,

**WHEREAS**, the City's review team has determined that the below listed respondents to the RFQ provide the city with the best options for efficient and effective multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP 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 for multi-disciplined engineering, architecture, planning, land surveying, landscape architecture, and LSRP professionals for the City, as necessary when determined by the Administration, during the January 1, 2016 through December 31, 2016 period;

	Civil Engr	MEP	Struct	Elevator	LSRP	Arch	Planning	Survey	Land Arch
1	T&M	T&M	T&M	LSEA	Excel	DMR	T&M	T&M	T&M
2	ARH	Concord	Maser		T&M	RSC	ARH	ARH	ARH
3	Concord	LSEA	GMS		ARH	LSEA	Kimley Horn	Maser	Kimley Horn
4	Kimley Horn	EI Asso.			Kimley Horn	HMR	DMR	Geod	Maser
5	Maser				Maser	Marvel	Banisch	Suburban	Suburban
6	Suburban				LSEA	EI Asso.	Maser	LSEA	Najarian
7	LSEA				Najarian		Suburban	Najarian	Starr Whitehouse

8	Najarlan				R&V		Najarlan	R&V	R&V
9	Princeton Hydro				Boswell		Princeton Hydro	Boswell	
10	R&V				USA		R&V		
12	Boswell				H2M		H2M		
13	El Asso								
14	H2M								

Meeting date: January 20, 2016

APPROVED:

*Quentin Wiest*  
 Quentin Wiest  
 Business Administrator

APPROVED AS TO FORM:

*Alycia Proko*  
 Alycia 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 Giattino	/			

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

*James J. Sarcina*  
 \_\_\_\_\_  
 CITY CLERK

September 21, 2016  
09:25 AM .

CITY OF HOBOKEN  
Budget Entry Verification Listing

Page No: 1

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Batch Id: GDS      Batch Date: 09/21/16      Batch Type: Standard

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Account No.	Type	Entry Description	Amount	Seq
C-04-60-716-320 Z-420 SOFT COSTS SECTION 20 NON-FINANCE	Encumbrance	CFO Cert for meeting 09/21/16 T&M Assoc	14,050.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	14,050.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	14,050.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	14,050.00
Total:	1	14,050.00

There are NO errors in this listing.

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	Updated Entries	Updated Amount		
Reimbursements:	0	0.00		
Expenditures:	0	0.00		
Transfer In:	0	0.00		
Transfer Out:	0	0.00		
Cancel:	0	0.00		
Encumbrances:	1	14,050.00		

---

Batch: GDS      Updated Entries: 1      Updated Amount: 14,050.00      Ref Num: 4376

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YOUR GOALS. OUR MISSION.

HOBK-00070

February 24, 2015

Mr. Quentin Wiest  
Business Administrator  
Hoboken City Hall  
94 Washington St.  
Hoboken, NJ 07030

**Re: Proposal for Professional Services for the design of the  
Fire Department Headquarters Parking Lot Resurfacing**

Dear Mr. Wiest:

Pursuant to your request, we are pleased to present our proposal for design services for the resurfacing of the parking lot at the Fire Department Headquarters at 201 Jefferson Street. Below is a detailed description of the project, our intended scope of design services and our proposed fee to provide these services.

**Scope of Work**

Based on a site visit with the Fire Department Chief and communication with your office, it is our understanding that the project will consist of the following improvements:

- Regrading of the existing gravel parking lot.
- Based on the existing topography of the lot, it is expected that a portion of the resurfaced parking lot will be graded to direct stormwater runoff towards Second Street and a portion will be directed to a new drainage inlet at the rear of the property. This new drainage inlet will be connected via a new pipe to the existing drainage system on Jefferson Street. A new inlet or manhole will be provided at the point of connection in Jefferson Street. The areas of existing sidewalk and concrete driveway disturbed will be restored.
- Removal of the existing chain link fence and posts along the property frontage on Second Street.
- Resurfacing with new asphalt (base and surface courses) the entire existing gravel parking lot. The proposed resurfacing will extend to the property limits. *It is assumed that the City will provide a boundary survey of the property and/or indicate the limits of the property.*

Based on the scope and size of the project, a soil erosion and sediment control permit is not anticipated for this work and the preparation of a permit has not been included in this fee proposal.

**Design Services**

Based upon the above scope of work, the following is a description of the services we will provide:

- a. Attend a preliminary site meeting with the Fire Department to review the proposed improvements.



- b. Discuss the proposed improvements with the City's LSRP and the need to identify any monitoring wells that are on the site or are proposed. *It is assumed that no environmental permits are required and the identification, preparation or filing of any permits is not included in this scope of services.*
- c. Perform a site visit to identify the existing features of the property.
- d. Perform a limited topographic survey of approximately 50 survey shots to identify the existing drainage pattern of the property.
- e. Prepare a base map with tax map accurate right-of-way lines shown.
- f. Design the proposed paving, drainage and grading improvements for the parking lot.
- g. Prepare standard construction details and technical specifications to conform to the 2007 NJDOT Standard Specifications for Road and Bridge Construction.
- h. Prepare final plans, specifications and a construction cost estimate for submittal to the City for review and attend a final plan review meeting.
- i. Prepare the bid advertisement and coordinate the publishing with the City's three (3) newspapers and arrange to have the bid documents sold from our office.
- j. Answer questions that arise during the bidding phase of the project, either from City Officials or prospective bidders.
- k. Assist the City with the bid review process including an evaluation of the bid submissions and prepare a bid tabulation sheet comparing the bids received, review the credentials of the prospective contractors, and prepare a recommendation for award letter.

#### Proposed Fee

Based on our proposed scope of work for design services discussed above we propose a not to exceed fee of **\$12,500**. The effort for our professional services will be billed monthly in accordance with our current billing rate schedule. If additional services are required outside of the scope listed above, we will prepare a separate proposal for consideration and no additional work will commence without written authorization from the City.

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this Proposal. We look forward to working with you and members of your staff in the future.

Very truly yours,  
T&M ASSOCIATES

JACLYN FLOR, P.E., P.P., CME  
SUPERVISING ENGINEER/PLANNER

K:\HOBK\00070\Correspondence\Wiest\_PB\_Firehouse Parking Lot Paving Proposal.docx



YOUR GOALS. OUR MISSION.

HOBK-00070

August 30, 2016

Mr. Quentin Wiest  
Business Administrator  
Hoboken City Hall  
94 Washington St.  
Hoboken, NJ 07030

**Re: Contract Modification #1 for Engineering Design Services and  
Contract Administration & Inspection Services for the  
Fire Department Headquarters Parking Lot Resurfacing**

Dear Mr. Wiest:

Pursuant to your request, we are pleased to present this contract modification for Engineering Design Services and Contract Administration & Inspection Services for the resurfacing of the parking lot at the Fire Department Headquarters at 201 Jefferson Street. Below is a detailed description of the modifications to the project, our intended scope of design services and our proposed fee to provide these services.

**Scope of Work**

Based on a recent site visit with the Fire Department Chief and communication with your office, it is our understanding that the following modifications are required to be made to the plan:

- The parking lot surface shall include an alternate bid item for porous pavement.
- The proposed storage structure will not be constructed and will be removed from the plan.
- A chain link fence shall be provided along the driveway frontage on 2<sup>nd</sup> Street.

**Design Phase**

***Task I: Porous Pavement Design***

- a. Provide a design for the inclusion of porous pavement as requested by the City Planning Board.
- b. The porous pavement shall be included within the base bid and a traditional pavement section shall be included as an alternate bid item.

***Task II: Update Bid Documents***

- a. Update the plan to remove the proposed building and provide pavement for the entire site.
- b. Update the plan to include a chain link fence with gates along the driveway frontage on 2<sup>nd</sup> Street.
- c. Update the final construction cost estimate for review with City Officials.



- d. Update the standard construction details and technical specifications in T&M format and based on the Department of Transportation 2007 Standard Specifications. The City will provide any special conditions they want incorporated into the contract documents.

### Construction Phase

#### *Task III: Contract Administration and Inspection*

We will provide a part-time Project Manager (PM) and a part-time Inspector with additional support services from our office staff, as required by the PM. In addition to providing contract administration and inspection services, the Project Manager and Inspector will coordinate the proposed improvements with the City, Contractor, Municipal Agencies, etc. The following is a description of the services we will provide and the anticipated performance period for these services.

- a. Conduct a pre-construction meeting among the project participants, including the contractor, City officials, City Police, DPW and utility representatives, and produce minutes of this meeting. Coordinate and review initial project submittals, including baseline project schedule, emergency contact list, resident notices, etc. Prepare for contractor mobilization. Pre-construction phase assumed to last one month.
- b. Provide an inspector to conduct on-site construction observation to determine the work is being constructed in general conformance to the contract documents and approved submittals for the duration of the construction contract. Provide a Project Manager to conduct contract administration services. Based upon the City's requirements, we have budgeted for a part time on-site construction inspection effort. We do not anticipate, or have budgeted for, a stop and go, less than full time effort by the contractor. In addition, we anticipate a one month timeframe at the completion of the construction effort for closeout, punchlist work, final vouchers and final change order.
- c. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project. Reports will be furnished to the City upon request.
- d. As determined by the PM, conduct job meetings with representatives of the contractor, subcontractor, and utility companies, as necessary, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.
- e. Review and coordinate submittals, including contractor's schedules, shop drawings, product data and samples and material certifications for general conformance with Contract Documents.
- f. Review Contractor's monthly estimates of work performed and invoices submitted for payment. Prepare monthly estimates of payment to the Contractor and make recommendations to the City for payment.
- g. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Change Order.
- h. Review and issue written recommendation to the City following receipt of a written claim or dispute from Contractor.



**Fee Estimate**

The total estimated fee for the professional services described in the above tasks is summarized below. This amount will only be exceeded through a change in the Scope of Services authorized in writing by the City. T&M will invoice the City on a monthly basis, based upon the professional services that have been completed. We will submit monthly progress reports along with our invoices for payment.

Task 1 – Porous Pavement Design	\$1,250
Task 2 – Update Bid Documents	\$3,100
<u>Task 3 – Contract Administration and Inspection</u>	<u>\$9,700</u>
Total	\$14,050

We are prepared to initiate the professional services outlined above upon your written authorization.

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this Proposal. We look forward to working with you and members of your staff in the future.

Very truly yours,  
T&M ASSOCIATES

\_\_\_\_\_  
PETER BONDAR, PE  
PRINCIPAL ENGINEER

cc: Patrick Wherry

K:\HOBK\00070\Correspondence\Wiest\_PB\_Firehouse Parking Lot Paving Proposal Scope Modifications.docx

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

*[Handwritten signatures]*

6

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO T&M ASSOCIATES FOR CITY ENGINEER FOR THE FIRE DEPARTMENT HEADQUARTERS PARKING LOT PROJECT IN AN AMOUNT OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), FOR A TOTAL NOT TO EXCEED AMOUNT OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), AND FOR A ONE YEAR TERM TO COMMENCE FEBRUARY 15, 2015 AND EXPIRE FEBRUARY 14, 2016

WHEREAS, the City of Hoboken published RFP's for general municipal engineering services, in accordance with the City's public contracting regulations and the State's Fair and Open Process; and,

WHEREAS, the Administration evaluated the proposals provided in response to said RFP, and the Administration and City Council included T&M Associates on the CY2015 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year, and the Administration has now determined that T&M Associates can provide the City with the most effective and efficient Engineering services for the Fire Department Headquarters Parking Lot Project, in accordance with their attached proposal; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award a contract to T&M Associates for the City's Engineering for the Fire Department Headquarters Parking Lot Project, in accordance with their attached proposal, for a total contract amount of Twelve Thousand Five Hundred Dollars (\$12,500.00), with a one (1) year term to commence on February 15, 2015 and expire on February 14, 2016; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$12,500.00 is available in the following temporary appropriation 5-01-31-461-000 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2015 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Twelve Thousand Five Hundred Dollars (\$12,500.00), with a one (1) year term to commence on February 15, 2015 and expire on February 14, 2016, for the Fire Department Parking Lot Project, in accordance with the attached proposal, and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of T&M's attached proposal shall govern the contract, and no changes

- may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
  4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
  5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

T&M Associates  
 Middletown, New Jersey

Reviewed:

*Quentin Wiest*  
 Quentin Wiest  
 Business Administrator

Approved as to Form:

*Melissa L. Lengo*  
 Melissa L. Lengo, Esq.  
 Corporation Counsel

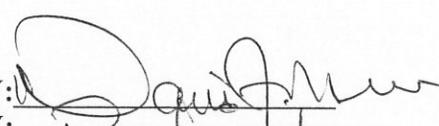
Meeting Date: March 4, 2015

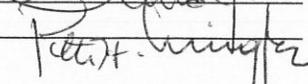
Councilperson	Move	Second	Yea	Nay	Abstain	No Vote
Ravinder Bhalla			/			
Theresa Castellano			/			
Peter Cunningham			/			
James Doyle			/			
Jen Giattino			/			
Elizabeth Mason			/			
David Mello			/			
Tim Occhipinti			/			
Michael Russo			/			

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

MAR 05 2015

*James J. Savino*  
 CITY CLERK

INTRODUCED BY: 

SECONDED BY: 

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A CONTRACT TO ATLANTIC TACTICAL  
TO PURCHASE EQUIPMENT FOR THE HOBOKEN POLICE  
DEPARTMENT IN ACCORDANCE WITH NEW JERSEY STATE  
CONTRACTS T0106/A81297 AND T0106/A82102 IN THE TOTAL  
AMOUNT NOT TO EXCEED \$54,542.92**

**WHEREAS**, the City of Hoboken requires certain equipment for the Hoboken Police Department for use by the newly formed Emergency Services Unit; and,

**WHEREAS**, the Administration intends to award the contract for goods and provisions as described in the attached proposals dated August 8, 2016 and August 15, 2016 to Atlantic Tactical pursuant to their New Jersey state contracts numbers T0106/A81297 and T0106/A82102, in the not to exceed amount of Fifty Four Thousand Five Hundred Forty Two Dollars and Ninety Two Cents (\$54,542.92).

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that a contract is awarded to Atlantic Tactical for an amount not to exceed Fifty Four Thousand Five Hundred Forty Two Dollars and Ninety Two Cents (\$54,542.92), for goods and services as described in the attached proposals from Atlantic Tactical dated August 8, 2016 and August 15, 2016, and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposal and Purchasing Agent recommendation 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. This agreement shall be subject to a standard non-appropriation clause in favor of the City of Hoboken
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 with:

Atlantic Tactical  
14 Worlds Fair Drive  
Somerset, NJ 08873

**Meeting date: September 21, 2016**

APPROVED:

Quentin Wiest  
QUENTIN WIEST  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

Brian A. Aloia  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

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

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A CONTRACT TO ATLANTIC TACTICAL TO PURCHASE EQUIPMENT FOR THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH NEW JERSEY STATE CONTRACTS T0106/A81297 AND T0106/A82102 IN THE TOTAL AMOUNT NOT TO EXCEED \$54,542.92

AMOUNT TO BE CERTIFIED:

\$54,542.92

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

ACCOUNT NUMBER TO CERTIFY FROM:

T-23-56-850-801

AT A MEETING HELD ON:

James J. Larina

SEP 21 2016

CERTIFICATION:

CITY CLERK

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$54,542.92 is available in the following appropriation: T-23-56-850-801; 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, George DeStefano, CFO

September 21, 2016  
08:20 AM

CITY OF HOBOKEN  
Budget Entry Verification Listing

Page No: 1

---

Batch Id: GDS      Batch Date: 09/21/16      Batch Type: Standard

---

Account No. Account Description	Type	Entry Description	Amount	Seq
T-23-56-850-801 RES LAW ENFORCEMENT TRUST ACCOUNT	Encumbrance	CFO CERT FOR MEETING 09/16/16 ATLANTIC	54,542.92	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	T-23	0.00	0.00	0.00	0.00	0.00	54,542.92
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	54,542.92

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	54,542.92
Total:	1	54,542.92

There are NO errors in this listing.

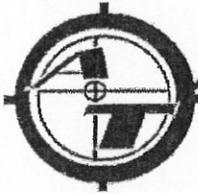
---

	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	54,542.92

---

Batch: GDS      Updated Entries: 1      Updated Amount: 54,542.92      Ref Num: 4371

---



# ATLANTIC TACTICAL™

OUTFITTING AMERICA'S HEROES  
 14 Worlds Fair Drive, Somerset NJ 08873  
 732-377-3297 • FAX 732-537-0007



## SALES QUOTE

SQ-90137352

8/8/2016



REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

Customer		Contact	Ship To			
HOBOKEN PD ATTN: Training Bureau 106 HUDSON ST 2nd FL HOBOKEN NJ 07030 Tel: (201)-420-5121, (201)-420-2011 Fax: (201)-420-2283			HOBOKEN PD PS POLICE 106 Hudson St HOBOKEN NJ 07030 Tel: (201)-420-5121 Fax: (201)-420-2283			
Account	Terms	Due Date	Account Rep	Schedule Date		
201300	Voucher	9/7/2016	Rich Slack	8/8/2016		
Quotation	PO #	Reference	Ship VIA	Page	Printed	
SQ-90137352	Olavarria	Quote - Protech	FDX G Ground	1	8/11/2016	
L Item	Description	Qty	Price	UM	Discount	Amount
1	This is a Quote for SGT Cesar Olavarria olavarriac@hobokenpd.org					
2						
3	QUOTE-PROTECH	1	\$0.00	EA		\$0.00
4						
5	J21-LG-BK Protech Delta 4 w/ R2S-SIZE:Large COLOR:Black	14	\$354.00	EA		\$4,956.00
6	ZR7-BK Protech VAS Shroud, Triple Hole- COLOR:Black	14	\$53.10	EA		\$743.40
7	ZR6-BK Protech Rail Set-COLOR:Black	14	\$70.80	EA		\$991.20
8	PRT-DRILL Protech NVG, VAS shroud or rails Drilled and Installed onto helmet.	14	\$17.70	EA		\$247.80
9						
10	ZD5-BK Protech FAV AWS Vest-SM02 Type 3A- COLOR:Black	14	\$1,817.20	EA		\$25,440.80
11						
12	SAF856 Protech 2120-5 10"x12" Level III+ Ceramic/Spectra Rifle Plate 5.5 lbs. Multi-curved. Special Threats 7.62 x 51mm 180 gr. PSP 7.62 x 54mm LPS 7.62 x 39mm MSC SS109 (M855)	28	\$336.30	EA		\$9,416.40
13						
14	SH	1	\$0.00	EA		\$0.00
15	SHIPPING/HANDLING - None Quoted prices per NJ State Contract # A82102					
16	Quoted prices not valid after 10-31-2016					
Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.  Thank You Again,			<b>Tax Details</b> EXEMPT \$0.000 EXEMPT-CLOTHING \$0.000		<b>Taxable</b>  Total Tax \$0.00 Exempt \$41,795.60 Total \$41,795.60	
			<b>Payment Details</b> 01/01/00 No Payment History		Balance \$41,795.60	



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732-377-3297 • FAX 732-537-0007



**SALES QUOTE**

SQ-80476694

8/15/2016



REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

<b>Customer</b> HOBOKEN PD ATTN: Training Bureau 106 HUDSON ST 2nd FL HOBOKEN NJ 07030 Tel: (201)-420-5121, (201)-420-2011 Fax: (201)-420-2283	<b>Contact</b>	<b>Ship To</b> HOBOKEN PD PS POLICE 106 Hudson St HOBOKEN NJ 07030 Tel: (201)-420-5121 Fax: (201)-420-2283
--	----------------	--

<b>Account</b> 201300	<b>Terms</b> Voucher	<b>Due Date</b> 9/14/2016	<b>Account Rep</b> Rich Slack	<b>Schedule Date</b> 8/15/2016
<b>Quotation</b> SQ-80476694	<b>PO #</b> Olavarria	<b>Reference</b> Quote - Weapons	<b>Ship VIA</b> FDX G Ground	<b>Page</b> 1
				<b>Printed</b> 8/16/2016

L	Item	Description	Qty	Price	UM	Discount	Amount
1		This is a Quote for SGT Cesar Olavarria olavarriac@hobokenpd.org					
2							
3	QUOTE-COLT	Colt Price Quote-NJSC	1	\$0.00	EA		\$0.00
4	QUOTE-FNH	FNH Price Quote-NJSC	1	\$0.00	EA		\$0.00
5							
6	COL902	Colt M.A.R.C. 901 Platform .308 Winchester Sporting Rifle, 16.1" Barrel, Black	2	\$1,992.06	EA		\$3,984.12
7	Product	Daniel Defense 02-0880-01202 DDI MK18 PISTOL 556 10.3" BLK Carbine-length direct impingement gas system •Low-profile gas block made of CNC-machined 4140 hardened steel w/Mil-Spec heavy phosphate coating •Type III hard coat anodized, CNC-machined 7075-T6 aluminum Mil-Spec receivers •Upper features indexing marks & M4 feed ramps •Lower features enhanced flared magwell & rear QD swivel attachment point •Government profile barrel •Free-floating & chrome-lined, cold hammer-forged CMV steel barrel w/Mil-Spec heavy phosphate coating •1:7" twist •17-4 PH stainless steel DD flash suppressor w/Salt Bath Nitride finish •MP tested barrel & bolt carrier group •Bolt Carrier Group: M16 profile, Mil-Spec, chrome-lined, properly staked gas key •H-	5	\$1,334.20	EA		\$6,671.00

Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.

Thank You Again,

<b>Page</b>	1
<b>Sub Total</b>	\$10,655.12
<b>Running Sub Total</b>	\$10,655.12



# ATLANTIC TACTICAL™

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 14 Worlds Fair Drive, Somerset NJ 08873  
 732-377-3297 • FAX 732-537-0007



## SALES QUOTE

SQ-80476694

8/15/2016



REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

<b>Customer</b> HOBOKEN PD ATTN: Training Bureau 106 HUDSON ST 2nd FL HOBOKEN NJ 07030 Tel: (201)-420-5121, (201)-420-2011 Fax: (201)-420-2283	<b>Contact</b>	<b>Ship To</b> HOBOKEN PD PS POLICE 106 Hudson St HOBOKEN NJ 07030 Tel: (201)-420-5121 Fax: (201)-420-2283
--	----------------	--

<b>Account</b> 201300	<b>Terms</b> Voucher	<b>Due Date</b> 9/14/2016	<b>Account Rep</b> Rich Slack	<b>Schedule Date</b> 8/15/2016
<b>Quotation</b> SQ-80476694	<b>PO #</b> Olavarria	<b>Reference</b> Quote - Weapons	<b>Ship VIA</b> FDX G Ground	<b>Page</b> 2
				<b>Printed</b> 8/16/2016

L	Item	Description	Qty	Price	UM	Discount	Amount
8	FNH4078-AGENCY	buffer •RIS II MK18 handguard w/Bolt-Up System •DD 1.15" diameter pistol receiver extension •Glass-filled polymer pistol grip w/Soft Touch overmolding •Includes (3) low-profile Santoprene rail ladders, (1) PMAG, & full-latch impact case •Made in the USA •OAL: 27-1/16" •Wt.: 5.4 lbs. •Cal.: 5.56 NATO •Cap.: 30 •Brl.: 10.3"	2	\$1,046.10	EA		\$2,092.20
9	SH	SHIPPING/HANDLING - None	1	\$0.00	EA		\$0.00
11		Quoted prices per NJ State Contract # A81297, NJ State Contract is 232082171 00.					
12		Quoted prices Not Valid after 10-31-2016					

Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.

Thank You Again,

<b>Tax Details</b> EXEMPT \$0.000 EXEMPT-CLOTHING \$0.000	<b>Taxable</b>	\$0.00
	<b>Total Tax</b>	\$0.00
	<b>Exempt</b>	\$12,747.32
	<b>Total</b>	\$12,747.32
<b>Payment Details</b> 01/01/00 No Payment History	<b>Balance</b>	\$12,747.32



## OFFICE OF THE HUDSON COUNTY PROSECUTOR

595 NEWARK AVENUE  
JERSEY CITY, NEW JERSEY 07306

ESTHER SUAREZ  
PROSECUTOR

TELEPHONE: (201) 795-6400  
FAX: (201) 795-3365

August 30, 2016

Chief Kenneth F. Ferrante  
City of Hoboken Police Department  
One Police Plaza  
Hoboken, New Jersey 07030-5704

**RE: Request for Utilization of Law Enforcement Trust Fund**

Dear Chief Ferrante:

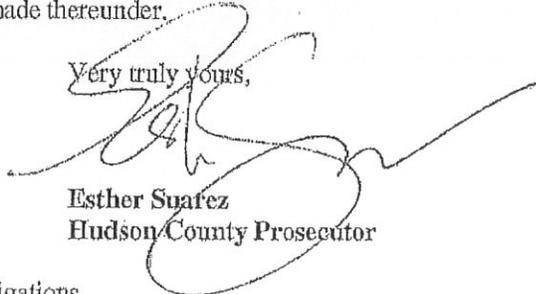
Pursuant to your letter of August 19, 2016, I have reviewed the request for authorization to utilize funds in the amount of \$69,070.42 from the Hoboken Law Enforcement Trust Fund for the purpose of purchasing various weapons and tactical protective equipment for your newly formed Emergency Services Unit, to enhance your emergency call response with better equipped officers.

I have found this request consistent with a "law enforcement purpose" and I am therefore approving this request.

Pursuant to the *State of New Jersey Forfeiture Program Administration Standard Operating Procedures* (SOP 12:9), any expenditure of forfeiture funds, like the expenditure of other public funds, shall be subject to the public bidding requirements imposed upon the funding entity. Accordingly, please make certain that this approved expenditure complies with all public bidding requirements.

Kindly advise Executive Assistant Prosecutor Gene Rubino, Acting Chief of Investigations, at 201-795-6400 ext. 6605 when the above takes place and with the exact total cost incurred. Assure that any purchases are conducted in a manner consistent with the Local Public Contracts Law. Please maintain a record of this approval and purchases made thereunder.

Very truly yours,

  
Esther Suarez  
Hudson County Prosecutor

cc: EAP Gene Rubino, Acting Chief of Investigations  
Anna Pereira, Director of Law and Business Operations/HR  
Luisa Mantilla, Business Office

# CITY OF HOBOKEN

## Division of Purchasing

DAWN ZIMMER  
Mayor



AL B. DINEROS, QPA  
Purchasing Agent

Date: September 13, 2016

To: Quentin Wiest, Business Administrator  
Corporation Counsel

From: Al B. Dineros

**Subject: Resolution to Award the Contract to Purchase Equipment  
for Hoboken PD - NTE \$54,542.92**

Hoboken PD requires vests and equipment.

N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor or part of an approved national cooperative, and Atlantic Tactical has been awarded NJ State Contract T0106/A82102 and T0106/A81297, which cooperative the City is a part of.

I recommend awarding the contract to the following vendor for not to exceed \$54,542.92:

Atlantic Tactical  
14 Worlds Fair Drive  
Somerset, NJ 08873

11

INTRODUCED BY: MD

SECONDED BY: John J. Maser

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO PETRY TRAFFIC, LLC FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES TO THE CITY OF HOBOKEN FOR THE DESIGN OF A NEW TRAFFIC SIGNAL AT MADISON STREET AND OBSERVER HIGHWAY IN AN AMOUNT NOT TO EXCEED \$16,700.00 FOR A TERM TO COMMENCE SEPTEMBER 8, 2016**

**WHEREAS**, the City of Hoboken has a need to obtain professional engineering services for the design of the new traffic signal at Madison Street and Observer Highway; and,

**WHEREAS**, prior work related to this project has been performed by John Jahr, who was formerly associated with Maser Consulting, an authorized pool engineering firm for the City of Hoboken; and,

**WHEREAS**, John Jahr has recently disassociated from Maser Consulting and is now the principal of the firm Petry Traffic, LLC ("Petry"); and,

**WHEREAS**, a proposal for these services was received from Petry on August 3, 2016, in the amount of \$16,700.00, and therefore below the threshold for a governing body to award a fair and open contract pursuant to state "Pay-to-Play" laws; and,

**WHEREAS**, the City planned to issue Petry a purchase order for the work to be performed since it was below the threshold; and,

**WHEREAS**, the City authorized Petry to begin performing the requested service; and,

**WHEREAS**, upon further review of the project, it was determined that pursuant to Hoboken City Code Chapter 20A, all contracts for professional services must be awarded on the basis of qualification based, competitive negotiations; and,

**WHEREAS**, because Petry performed this service it is the recommendation of Hoboken Corporation Counsel that the City approve entering into a contract with Petry; and,

**WHEREAS**, the Administration recommends approval of this contract with Petry for the sake of continuity, due to the fact that principal John Jahr is familiar with this project as he performed extensive related work while associated with Maser Consulting; and,

**WHEREAS**, Petry Traffic, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable

contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract and therefore the contract is in compliance with all New Jersey state "Pay-to-Play" laws; and,

**WHEREAS**, Petry Traffic LLC has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken authorizes the Mayor to enter into a contract with Petry Traffic, LLC, as described herein, for the services described in their attached August 3, 2016 proposal for a term to expire upon completion of the project, but in no event later than September 7, 2017, and for an amount not to exceed \$16,700.00; and,

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

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

**BE IT FURTHER RESOLVED**, that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

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

1. The terms of Petry Traffic, LLC proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.

2. 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.

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.

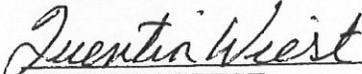
4. The Mayor, or her designee is hereby authorized to execute an agreement with:

Petry Traffic, LLC  
155 Passaic Avenue  
Fairfield, NJ 07004

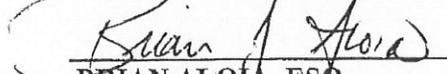
Meeting date: September 7, 2016

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

APPROVED:

  
QUENTIN WIEST  
BUSINESS ADMINISTRATOR

APPROVED AS TO FORM:

  
BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL

CERTIFICATION OF FUNDS

RESOLUTION TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO PETRY TRAFFIC, LLC FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES TO THE CITY OF HOBOKEN FOR THE DESIGN OF A NEW TRAFFIC SIGNAL AT MADISON STREET AND OBSERVER HIGHWAY IN AN AMOUNT NOT TO EXCEED \$16,700.00 FOR A TERM TO COMMENCE SEPTEMBER 8, 2016

AMOUNT TO BE CERTIFIED:

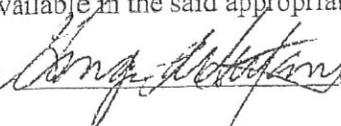
\$16,700.00

ACCOUNT NUMBER TO CERTIFY FROM:

6-31-55-710-002

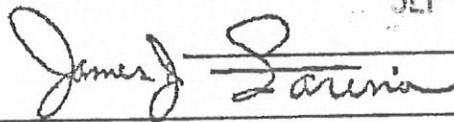
CERTIFICATION:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$16,700.00 is available in the following appropriation: 6-31-55-710-002; 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

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

SEP 07 2016



CITY CLERK

Budget Account Maintenance

Account:  Desc:  Cap Flag:

Act Type:  Chk Acc:

Fund Type:  Class Id:  Class Id 2:

Misc Ctl Accounts Adopted Budget Detail

	Activity To Date	Budgeted	Expended	Current Period
Encumber	33,088.84	110,450.00	Expended	-00
Expended	31,653.70	45,707.46	Trans-In	-00
Trans-In	-00		Trans-Out	-00
Trans-Out	.00	16,700.00	Reimburse	-00
Reimburse	-00			
Cancel	-00	29,007.46		
		YTD Requested:		
		Requested Balance:		

September 7, 2016  
09:39 AM

CITY OF HOBOKEN  
Budget Entry Verification Listing

Page No: 1

Batch Id: GDS      Batch Date: 09/07/16      Batch Type: Standard

Account No. Account Description	Type	Entry Description	Amount	Seq
6-31-55-710-002 710 Contracted Services	Encumbrance	CFO CERT MEETING 09/07/2016 PENTRY TRAFFI	16,700.00	1

WARNING: This account would have a negative balance: 6-31-55-710-002. Balance would be: 28,200.00-.

CITY OF HOBOKEN  
Budget Entry Verification Listing

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
PARKING UTILITY FUND	6-31	0.00	0.00	0.00	0.00	0.00	16,700.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	16,700.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	16,700.00
Total:	1	16,700.00

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

---

	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	16,700.00			

---

Batch: GDS      Updated Entries: 1      Updated Amount: 16,700.00      Ref Num: 4347

---

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A 19:44A-20.7) are subject to the provisions of P.L 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

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

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

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

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

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

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

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

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

POLITICAL CONTRIBUTION DISCLOSURE FORM

PART II – CITY OF HOBOKEN DISCLOSURE LIST

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





STOCKHOLDER/INTEREST HOLDER DISCLOSURE CERTIFICATION

Name of Business: Petry Traffic, LLC

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders / Interest Holders:

Name: John J. Jahr	Name: J. Michael Petry
Home Address: 5 Pitcairn Drive, Roseland, NJ 07068	Home Address: 55 Schindler Way, Fairfield, NJ 07004
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me on this 16 day of August, 2016.  
 (Notary Public) *Nancy S. Petry*  
 My commission expires

*J. Michael Petry*  
 (Affiant)  
 J. Michael Petry, Managing Member  
 (Print name & title of affiant)

**NANCY S. PETRY**  
**NOTARY PUBLIC OF NEW JERSEY**  
**ID # 50036877**  
**My Commission Expires 4/20/2021**

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

T1

INTRODUCED BY: MD  
SECOND BY: [Signature]

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION WAIVING NO PARKING SIGN FEES, PARKING PERMIT FEES, AND SIDEWALK OPENING FEES FOR PSE&G FOR CITY ELECTRICAL POLE INSPECTIONS**

**WHEREAS**, it is been determined that it is necessary for PSE&G to examine all of the electrical poles within the City to ensure and facilitate public safety; and,

**WHEREAS**, in order to facilitate this necessary public service, the Administration recommends waiving the fees associated with this project, including the fees for temporary no parking signs; parking permits; and sidewalk opening if necessary; and,

**WHEREAS**, it has been the practice of the City to permit the waiver of such fees by way of Council approval in certain extenuating circumstances, such as in this matter where the vendor is a performing a public service for the city which will facilitate public safety; and,

**WHEREAS**, although the waiver process is not codified at this time, Corporation Counsel intends to amend the Hoboken City Code to reflect such a process; and,

**WHEREAS**, due to the important and exigent nature of this service, the Administration recommends allowing this waiver of fees prior to the codification of such a waiver process.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken hereby authorizes waiver of the no parking sign fees, parking permit fees, and sidewalk opening fees for PSE&G relative to their comprehensive examination of the City's electrical poles, under the circumstances provided for herein.

**Meeting date: September 21, 2016**

**APPROVED:**

[Signature: Quentin Wiest]  
**QUENTIN WIEST  
BUSINESS ADMINISTRATOR**

**APPROVED AS TO FORM:**

[Signature: Brian Aloia]  
**BRIAN ALOIA, ESQ.  
CORPORATION COUNSEL**

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

Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: **SEP 21 2016**

*James J. Sarasin*

\_\_\_\_\_  
CITY CLERK

T2

INTRODUCED BY: MD  
SECONDED BY: Petry Traffic

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO PETRY TRAFFIC, LLC FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES TO THE CITY OF HOBOKEN FOR MEETINGS RELATED TO THE SOUTHWEST IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$6,000.00 FOR A TERM TO COMMENCE SEPTEMBER 22, 2016**

**WHEREAS**, the City of Hoboken has a need to obtain professional engineering services for meetings relative to the Southwest Improvement Project; and,

**WHEREAS**, extensive work related to the Southwest Improvement Project has been performed by John Jahr, P.E., who was formerly associated with Maser Consulting, an authorized pool engineering firm for the City of Hoboken; and,

**WHEREAS**, John Jahr, P.E. has recently disassociated from Maser Consulting and is now the principal of the firm Petry Traffic, LLC ("Petry"); and,

**WHEREAS**, additional presentations and meetings are required to explain, discuss, and clarify the Southwest Traffic Project, and as the engineer who worked most extensively on this project, the Administration believes that John Jahr, P.E. is uniquely qualified to attend the meetings and perform the work in the most efficient manner; and,

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

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

**WHEREAS**, the anticipated term of the proposed contract is not to exceed one (1) year; and,

**WHEREAS**, the Administration recommends that the requirements set forth in Hoboken City Code §20A-4 be waived for the contract for meetings relative to the Southwest Improvement Project and that a non-fair and open contract be awarded due to the fact that John Jahr, P.E. is the individual most uniquely qualified to present at these meetings due to his extensive involvement in the project while at Maser Consulting and therefore soliciting bids from individuals with no knowledge of the project would be impracticable; and,

**WHEREAS**, the Administration therefore recommends awarding this service as a non-fair and open contract pursuant to N.J.S.A. 19:44A-20.5 in an amount not to exceed \$6,000.00 and in accordance with the attached proposal dated September 5, 2016, for a term to commence September 22, 2016 and end upon completion of the project, but in no event later than September 21, 2017 in accordance with the September 5, 2016 proposal of John Jahr, P.E.; and,

**WHEREAS**, Petry Traffic, LLC was awarded a contract pursuant to Resolution No. T1 dated September 7, 2016 in the amount of \$16,700.00 and therefore the total aggregate amount of the contracts awarded to Petry Traffic, LLC, including this proposed contract, will exceed the state "Pay to Play" threshold of \$17,500.00; and,

**WHEREAS**, Petry Traffic, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that Petry Traffic, LLC has not made any reportable contributions to a political or candidate committee as listed on the City of Hoboken Disclosure List in the previous one (1) year, and that the contract will prohibit Petry Traffic, LLC from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Hoboken authorizes the Mayor to enter into a non-fair and open contract with Petry Traffic, LLC, as described herein, for the services described in their attached September 5, 2016 proposal for a term to expire upon completion of the project, but in no event later than September 21, 2017, and for an amount not to exceed \$6,000.00; and,

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

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

**BE IT FURTHER RESOLVED**, that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

**BE IT FURTHER RESOLVED**, that the Business Disclosure Entity Certification and Resolution No. T1 dated September 7, 2016 awarding Petry Traffic, LLC's prior contract will be placed on file with this resolution; and,

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

1. The terms of Petry Traffic, LLC's written proposal dated September 5, 2016 shall govern the contract, and no changes may be made without the prior written consent of both parties.

2. 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.

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.

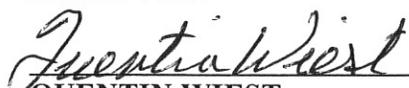
4. The Mayor, or her designee is hereby authorized to execute an agreement with:

Petry Traffic, LLC  
 155 Passaic Avenue  
 Fairfield, NJ 07004

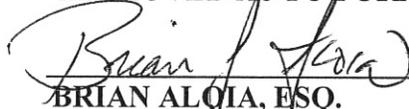
**Meeting date: September 21, 2016**

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

**APPROVED:**

  
 QUENTIN WIEST  
 BUSINESS ADMINISTRATOR

**APPROVED AS TO FORM:**

  
 BRIAN ALOIA, ESQ.  
 CORPORATION COUNSEL

**CERTIFICATION OF FUNDS**

RESOLUTION TITLE:

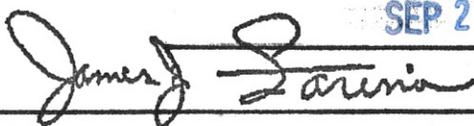
RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO PETRY TRAFFIC, LLC FOR PROFESSIONAL TRAFFIC ENGINEERING SERVICES TO THE CITY OF HOBOKEN FOR MEETINGS RELATED TO THE SOUTHWEST IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$6,000.00 FOR A TERM TO COMMENCE SEPTEMBER 21, 2016

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

AMOUNT TO BE CERTIFIED:

\$6,000.00

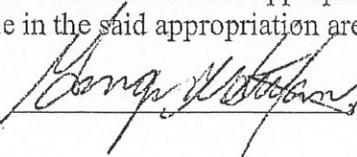
**SEP 21 2016**

  
 CITY CLERK

6-01-21-181-036

CERTIFICATION:

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

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Batch Id: GDS      Batch Date: 09/21/16      Batch Type: Standard

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Account No. Account Description	Type	Entry Description	Amount	Seq
6-01-21-181-036 Professional Services - Redevelopment	Encumbrance	CFO Cert for meeting 09/21/16 PENTRY TRAF	6,000.00	1

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

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

There are NO errors in this listing.

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	Updated Entries	Updated Amount			
Reimbursements:	0	0.00			
Expenditures:	0	0.00			
Transfer In:	0	0.00			
Transfer Out:	0	0.00			
Cancel:	0	0.00			
Encumbrances:	1	6,000.00			
Batch: GDS	Updated Entries:	1	Updated Amount:	6,000.00	Ref Num: 4370

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September 5, 2016

**VIA E-MAIL & U.S. MAIL**  
[bforbes@hobokennj.gov](mailto:bforbes@hobokennj.gov)

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

Re: Hoboken SW Study Area Meetings  
City of Hoboken, Hudson County, New Jersey  
Proposal No. 161033

Ms. Forbes:

Petry Traffic is pleased to submit this proposal for Professional Traffic Engineering Services associated with Southwest improvements in the City of Hoboken. The following outlines our anticipated scope of services:

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 Petry Traffic to meet project schedules.

155 Passaic Avenue, Fairfield, New Jersey 07004  
973-227-7005  
973-227-7074 (fax)  
[www.petrytraffic.com](http://www.petrytraffic.com)



**SECTION I – SCOPE OF SERVICES**

The purpose of this proposal is to outline the meetings anticipated for the southwest improvement project. The following meetings are anticipated:

- 1) Provide a briefing of entire SW traffic plan at council meeting on Wednesday, September 7, 2016 at 7PM.
- 2) Attend a meeting with NJ Transit/County/Jersey City regarding light rail – Tuesday, September 13, 2016 at 10:30 AM.
- 3) Attend a meeting with Jersey City transportation/engineering team to brief on entire SW traffic plan.
- 4) Attend a follow up, one-on-one meeting with Jose Sierra to obtain approval/concurrence of planned modifications.
- 5) Meeting with the community development sub-committee.

We anticipate each meeting shall require preparation and correspondence with the various stakeholders.

**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 MEETINGS**

- Planning/Zoning Board Meetings	SPECIFIED FEE
\$950.00/meeting/Principal or Department Manager	
\$750.00/meeting/each other Professional	
- Agency/Coordination Meetings	HOURLY
- Exhibits/Renderings/Meeting Preparation	HOURLY

Phase 1.0 Fee as Specified / Hourly Not to Exceed \$ 6,000.00

This Contract and Fee Schedule are based upon the acceptance of Petry Engineering’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 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 Petry Traffic 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.

No extra work will be performed without authorization from the City.

If you find this proposal acceptable, please forward a copy of the Resolution of Approval for this proposal to this office. This will constitute approval of the proposed work. We thank you very much for the opportunity to offer our services and look forward to working with you on this and future projects. In the meantime, should you have any questions regarding this proposal, please feel free to contact me.



## **SECTION II – BUSINESS TERMS AND CONDITIONS**

Petry Traffic LLC 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 Petry Traffic LLC 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 Petry Traffic LLC 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, Petry Traffic LLC 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, Petry Traffic LLC 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:**

Petry Traffic LLC 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, Petry Traffic LLC 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, Petry Traffic LLC 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 Petry Traffic LLC 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 Petry Traffic LLC 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:**

Petry Traffic LLC 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, Petry Traffic LLC 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 Petry Traffic LLC. Petry Traffic LLC 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, Petry Traffic LLC will withdraw all pending applications for the project.

### **5.0 RETAINER:**

**DELETED**

### **6.0 RIGHT OF ENTRY/JOBSITE:**

Client will provide for right of entry for Petry Traffic LLC personnel and equipment necessary to complete our services. While Petry Traffic LLC 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 Petry Traffic LLC 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 Petry Traffic LLC for proper performance of its services. Petry Traffic LLC 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 Petry Traffic LLC assumes no responsibility or liability for their accuracy or completeness.

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

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

### **7.0 UTILITIES:**

In the execution of our services, Petry Traffic LLC 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 Petry Traffic LLC harmless and defend and indemnify Petry Traffic LLC 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, Petry Traffic LLC at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Petry Traffic LLC 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 Petry Traffic LLC 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, Petry Traffic LLC 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, Petry Traffic LLC 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 Petry Traffic LLC in completing such analyses, records and reports.

**9.0 SUBCONTRACTORS:**

Petry Traffic LLC 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 Petry Traffic LLC 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 Petry Traffic LLC 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, Petry Traffic LLC agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Petry Traffic LLC to the Client.

**10.0 AGREED REMEDY:**

Petry Traffic LLC shall be liable to the Client only for direct damages to the extent caused by Petry Traffic LLC 's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL PETRY TRAFFIC LLC 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, Petry Traffic LLC 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 Petry Traffic LLC and Petry Traffic LLC '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 Petry Traffic LLC '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 Petry Traffic LLC 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 Petry Traffic LLC 's services in connection with the project shall not subject Petry Traffic LLC '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 Petry Traffic LLC, a New Jersey corporation, and not against any of Petry Traffic LLC '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 Petry Traffic LLC 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 Petry Traffic LLC

**12.0 INDEMNIFICATION:**

Petry Traffic LLC 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 Petry Traffic LLC and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Petry Traffic) 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 Petry Traffic or any claims against Petry Traffic arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Petry Traffic 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 Petry Traffic 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 Petry Traffic 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 Petry Traffic 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 Petry Traffic 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 Petry Traffic LLC. Petry Traffic LLC 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 Petry Traffic LLC, increase Petry Traffic LLC'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 Petry Traffic LLC, 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 Petry Traffic LLC. Petry Traffic LLC's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Petry Traffic LLC because of this Agreement of Petry Traffic LLC'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 Petry Traffic LLC are and remain the property of Petry Traffic LLC 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 Petry Traffic LLC's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Petry Traffic LLC, or for future modifications to this project, without Petry Traffic LLC's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Petry Traffic LLC will be at the Client's sole risk and without liability to Petry Traffic LLC 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 Petry Traffic LLC 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, Petry Traffic LLC 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. Petry Traffic LLC 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 Petry Traffic LLC and Petry Traffic LLC'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.

Petry Traffic LLC, 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:**

Petry Traffic LLC 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 Petry Traffic LLC'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 Petry Traffic LLC, could not have been reasonably foreseen and provided for, such delay will entitle Petry Traffic LLC 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, Petry Traffic LLC will notify Client of particulars, and Client will pay for such increase. When such delays beyond Petry Traffic LLC's reasonable control occur, the Client agrees that Petry Traffic LLC shall not be responsible for damages, nor shall Petry Traffic LLC 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 Petry Traffic LLC. 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 Petry Traffic LLC.

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.



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:

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Planning
- Environmental
- Regulatory Compliance
- Grants
- Recreation and Landscape Design
- Surveying

**TECHNICAL STAFF RATES**

BILLING TITLES	HOURLY RATES
Principal.....	195.00
Senior Project Professional.....	185.00
Senior Project Manager.....	180.00
Project Professional.....	175.00
Technical Director.....	170.00
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 / Field Technician.....	65.00

**REIMBURSABLE EXPENSES**

General Expenses.....	Cost + 10%
Travel (Hotel, Airfare, Meals).....	Cost
Sub-Consultants/Sub-Contractors.....	Cost + 10%
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.....	25.00 / Each
Exhibit Lamination (24" x 36" or larger).....	Cost

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



**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

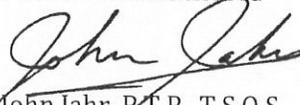
\_\_\_\_\_  
Date

\_\_\_\_\_  
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 September 30, 2016

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

Very truly yours,  
PETRY ENGINEERING  
  
John Jahr, P.T.P., T.S.O.S.  
Principal  
732-236-7557

JJJ

<https://d.docs.live.net/d983a9e46d5e19e1/161033-sw-meetings/proposal/meetings.docx>

Sponsored by: [Signature]

Seconded by: [Signature]

**City of Hoboken**

**Resolution No.** \_\_\_\_\_

**BE IT RESOLVED**, that the attached Meeting Minutes for the City of Hoboken's Regular and Special meeting of the City Council of **July 6, 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:**

[Signature]  
City Clerk

[Signature]  
Corporation Counsel

**Meeting Date: September 21, 2016**

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

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

SEP 21 2016

[Signature]  
CITY CLERK

CDS

SPONSORED BY: Peter Cunningham

SECONDED BY: [Signature]

**CITY OF HOBOKEN  
RESOLUTION NO.:** \_\_\_\_\_

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that the following Ordinance, by title, read for introduction on this 21<sup>st</sup> day of September, 2016 shall be sent to the Planning Board of the City of Hoboken for review and recommendation.

1. AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF HOBOKEN ADDING NEW CHAPTER \_\_\_\_ - BUILDING DEMOLITION

**Meeting Date: September 21, 2016**

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

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: **SEP 21 2016**

James J. Sarunia  
CITY CLERK

**APPROVED:**

Quentin West  
**QUENTIN WIEST**  
BUSINESS ADMINISTRATOR

**APPROVED AS TO FORM:**

Brian Aloia  
**BRIAN ALOIA, ESQ.**  
CORPORATION COUNSEL