

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-158

Agenda No. 10.A

Approved: MAR 23 2011

TITLE:



## RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

**COUNCIL**  
**adoption of the following resolution:**

**offered and moved**

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2011 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2011 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2011 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$320,269,678 .

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

	FROM	TO
20-110 MAYOR'S OFFICE SW	285,000	570,000
20-110 MAYOR'S OFFICE OE	15,225	30,450
20-120 CITY CLERK SW	199,000	398,000
20-120 CITY CLERK OE	35,083	60,166
20-123 CITY COUNCIL SW	160,000	320,000
20-123 CITY COUNCIL OE	21,945	43,890
20-100 ADMINISTRATOR'S OFFICE SW	630,000	1,260,000
20-100 ADMINISTRATOR'S OFFICE OE	26,119	52,238
20-101 MANAGEMENT & BUDGET SW	85,000	170,000
20-101 MANAGEMENT & BUDGET OE	138,646	177,292
20-102 PURCHASING & CENTRAL SERVICES SW	190,000	380,000
20-102 PURCHASING & CENTRAL SERVICES OE	13,781	27,562
20-103 REAL ESTATE SW	54,000	108,000
20-103 REAL ESTATE OE	3,596	7,192
20-104 MAYOR'S ACTION BUREAU SW	160,000	320,000
20-104 MAYOR'S ACTION BUREAU OE	840	1,680
20-106 COMMUNICATIONS SW	130,000	260,000
20-106 COMMUNICATIONS OE	2,310	4,620
20-107 UTILITY MANAGEMENT SW	170,000	340,000
20-105 PERSONNEL SW	140,000	280,000
20-105 PERSONNEL OE	43,391	86,782
20-108 ECONOMIC OPPORTUNITY SW	130,000	260,000
20-108 ECONOMIC OPPORTUNITY OE	1,575	3,150
20-109 RISK MANAGEMENT SW	80,000	160,000
20-109 RISK MANAGEMENT OE	971	1,942
20-112 ARCHITECTURE SW	150,000	300,000
20-112 ARCHITECTURE OE	6,694	13,388

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**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY  
 APPROPRIATION**

		FROM	TO
20-113	ENGINEERING SW	450,000	900,000
20-113	ENGINEERING OE	475,000	950,000
20-140	INFORMATION TECHNOLOGY SW	279,000	558,000
20-140	INFORMATION TECHNOLOGY OE	408,765	817,530
20-145	COLLECTIONS SW	225,000	450,000
20-145	COLLECTIONS OE	44,218	88,436
20-134	ACCOUNTS & CONTROL SW	165,000	330,000
20-134	ACCOUNTS & CONTROL OE	1,544	3,088
20-147	INTERNAL AUDIT SW	42,000	84,000
20-147	INTERNAL AUDIT OE	814,00	1,628
20-131	TREASURY & DEBT MANAGEMENT SW	135,000	270,000
20-130	TREASURY & DEBT MANAGEMENT OE	2,704	5,408
20-133	PAYROLL SW	134,000	268,000
20-133	PAYROLL OE	3,741	4,741
20-136	PENSION SW	58,000	116,000
20-136	PENSION OE	945	1,890
20-150	ASSESSOR SW	275,000	550,000
20-150	ASSESSOR OE	73,815	147,630
20-155	LAW SW	716,756	1,433,512
20-155	LAW OE	248,535	497,070
26-290	PUBLIC WORKS - DIRECTOR SW	155,000	310,000
26-290	PUBLIC WORKS - DIRECTOR OE	24,649	49,298
26-291	BLDG & STREET MAINT SW	690,000	1,380,000
26-291	BLDG & STREET MAINT OE	390,000	780,000
28-375	PARK MAINTENANCE SW	665,000	1,330,000
28-375	PARK MAINTENANCE OE	193,200	386,400
26-291	BUILDING & STREET MAINTENANCE SW	690,000	1,380,000
26-291	BUILDING & STREET MAINTENANCE OE	390,000	780,000
26-315	AUTOMOTIVE SERVICES SW	250,000	500,000
26-315	AUTOMOTIVE SERVICES OE	625,000	1,250,000
20-175	NEIGHBORHOOD IMPROVEMENT SW	175,000	350,000
20-175	NEIGHBORHOOD IMPROVEMENT OE	4,988	9,976
28-370	RECREATION SW	773,063	1,546,126
28-370	RECREATION OE	92,462	184,924
27-330	HEALTH & HUMAN SERVICES DIRECTOR SW	225,000	450,000
27-330	HEALTH & HUMAN SERVICES DIRECTOR OE	18,716	37,432
27-331	HEALTH SW	590,000	1,180,000
27-331	HEALTH OE	172,217	344,434
27-332	CULTURAL AFFAIRS SW	175,000	350,000
27-332	CULTURAL AFFAIRS OE	46,384	92,768
27-335	SENIORS AFFAIRS SW	93,000	186,000
27-335	SENIORS AFFAIRS OE	19,235	38,470
27-333	CLINICAL SERVICES SW	88,000	176,000
27-333	CLINICAL SERVICES OE	25,000	50,000
27-334	AIDS EDUCATION PROGRAM	5,250	10,500
25-265	FIRE SW	16,886,633	33,773,266
25-265	FIRE OE	371,621	743,242
25-240	POLICE SW	25,550,000	51,100,000
25-240	POLICE OE	835,000	1,670,000
25-266	UNIFORM FIRE SAFETY ACT-SW	61,688	123,376
25-266	UNIFORM FIRE SAFETY ACT OE	3,938	7,876
25-267	O.S.H.A FIRE OE	91,875	183,750
20-170	HEDC DIRECTOR SW	155,000	310,000
20-170	HEDC DIRECTOR OE	9,000	18,000
22-195	CONSTRUCTION CODE SW	524,974	1,049,948
22-195	CONSTRUCTION CODE OE	38,325	76,650

City Clerk File No. Res. 11-158Agenda No. 10.A **MAR 23 2011**

TITLE:

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY  
APPROPRIATION**

	FROM	TO
22-196 TENANT LANDLORD RELATIONS SW	19,714	39,428
22-196 TENANT LANDLORD RELATIONS OE	3,360	6,720
27-360 COMMUNITY DEVELOPMENT OE	1,313	2,626
22-197 COMMERCE SW	239,295	478,590
22-197 COMMERCE OE	10,894	21,788
22-171 ECONOMIC DEVELOPMENT SW	101,916	203,832
22-171 ECONOMIC DEVELOPMENT OE	1,890	3,780
21-180 CITY PLANNING SW	199,589	399,178
21-180 CITY PLANNING OE	4,305	8,610
22-198 HOUSING CODE ENFORCEMENT SW	242,550	485,100
22-198 HOUSING CODE ENFORCEMENT OE	15,000	30,000
21-181 PLANNING BOARD	21,866	43,732
21-185 BOARD OF ADJUSTMENT	18,191	36,382
21-175 HISTORIC DISTRICT COMMISSION	105	210
21-186 ZONING OFFICER SW	104,213	208,426
21-186 ZONING OFFICER OE	5,276	10,552
23-210 INSURANCE-ALL DEPTS.	1,800,000	3,600,000
23-220 EMPLOYEE GROUP INSURANCE	20,500,000	41,000,000
25-260 AMBULANCE SERVICE	1,900,000	3,800,000
36-478 JC EMPLOYEE RETIREMENT	1,925,000	3,850,000
46-886 TAX APPEALS INTEREST	78,750	157,500
23-221 HEALTH BENEFIT WAIVER	0	550,000
30-410 MUNICIPAL PUBLICITY	16,800	10,000
30-412 CELEBRATION OF PUBLIC EVENTS	5,250	0
31-430 ELECTRICITY	800,000	1,600,000
31-431 STREET LIGHTING	800,000	1,600,000
31-432 MUNICIPAL RENT	819,000	1,638,000
31-433 OFFICE SERVICES	357,315	714,630
31-434 GASOLINE	288,750	577,500
31-435 TELECOMMUNICATIONS	325,725	600,725
30-471 PRIOR YEAR BILLS	8,061	9,070
36-473 SOCIAL SECURITY	1,140,563	2,281,126
43-490 MUNICIPAL COURT SW	1,050,000	2,100,000
42-490 MUNICIPAL COURT OE	91,744	183,488
43-495 PUBLIC DEFENDER SW	22,638	45,276
20-135 ANNUAL AUDIT	0	350,000
UASI- URBAN SECURITY INICIATIVE GRANT	3,304,000	3,385,500
FEMA- ASSISTANCE TO FIREFIGHTERS GRANT	0	100,000
<b>TOTAL</b>		<b>91,512,372</b>

TITLE:

**RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION**

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2011 Municipal Budget.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED **8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP		✓		VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Peter M. Brennan, President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-159  
 Agenda No. 10.B  
 Approved: MAR 23 2011



TITLE:

**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),  
 EXCHANGE PLACE BEGINNING NOON AND ENDING 6:00 P.M., SUNDAY,  
 APRIL 10, 2011 AT THE REQUEST OF KATYN FOREST MASSACRE  
 MEMORIAL COMMITTEE FOR THE PURPOSE OF A MEMORIAL SERVICE  
 AND WREATH LAYING AT KATYN MEMORIAL**

**WHEREAS**, the Division of Engineering, Traffic & Transportation has received an application from Katyn Forest Massacre Memorial Committee to close Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, April 10, 2011 for the purpose of a memorial service and wreath laying at Katyn Memorial; and

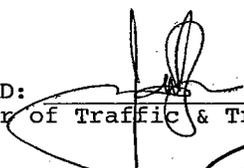
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

**WHEREAS**, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8) and 296-73(D) as the application for the street closing has been filed by a nonresident; and

**WHEREAS**, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

**NOW THEREFORE IS IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, April 10, 2011 for a memorial service and wreath laying at Katyn Memorial.

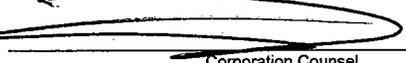
APPROVED:   
 Director of Traffic & Transportation

APPROVED:  3/8/11  
 Municipal Engineer

APPROVED:   
 Director, Dept. of Public Works

APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM

  
 Corporation Counsel

JDS:pcl  
 (03.03.11)

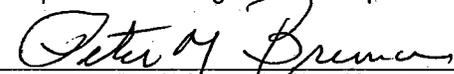
Certification Required   
 Not Required

APPROVED 9-0  
 3/23/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/ resolution/cooperation agreement:**

A resolution authorizing the closing of a municipal street(s), Exchange Place beginning Noon and ending 6:00 p.m. on Sunday, April 10, 2011 at the request of the Katyn Forest Massacre Memorial Committee for the purpose of a memorial service and wreath laying at the Katyn Monument

**2. Name and title of person initiating ordinance/resolution, etc.:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Krzysztof Nowak on behalf of the Katyn Forest Massacre Memorial Committee, PO Box 1602, Cranford NJ 07016, 1.908.875.4179

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Authorize the closing of Exchange Place from Noon to 6:00 p.m. on Sunday, April 10, 2011

**4. Reasons (need) for the proposed program, project, et**  
Memorial Service & Wreath Laying at Katyn Monument

**5. Anticipated benefits to the community:**

Community Affair

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contribution:**

No cost to the City.

**7. Date proposed program or project will commence:**

Noon, Sunday, April 10, 2011

**8. Anticipated completion date:**

600 p.m., Sunday, April 10, 2011

**9. Person responsible for coordinating proposed program, project, etc.:**

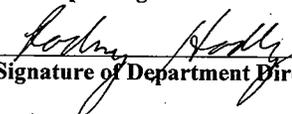
Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

**10. Additional comments:**

Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.

  
\_\_\_\_\_  
Municipal Engineer

3/8/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

3/8/11  
\_\_\_\_\_  
Date

# **RECREATIONAL EVENT STREET CLOSURE**

**BLOCK: EXCHANGE PL**

**PURPOSE OF EVENT: memorial service & wreath laying at Katyn Monument**

**BEGINS: Noon ENDS: 6PM Sunday, Apr 10, 2011**

**APPLICANT: Krzysztof Nowak**

**ORGANIZATION: Katyn Forest Massacre Memorial Cmte**

**STREET ADDRESS: PO Box 1602**

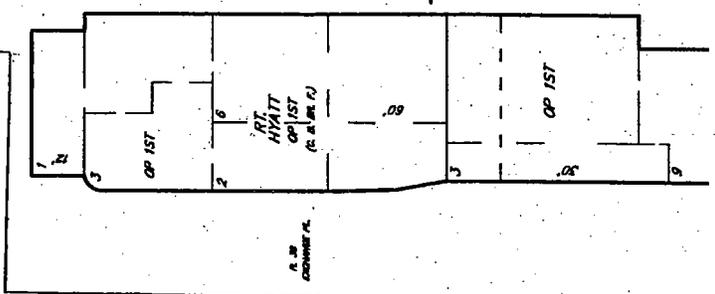
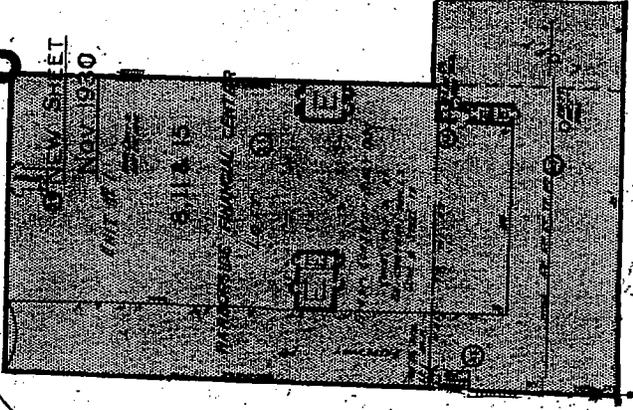
**CITY, STATE, ZIP: Cranford NJ 07016**

**PHONE #: 908.875.4179**

**BEING WAIVED: nonresident**

6

NEW SHEET  
NOV. 1930

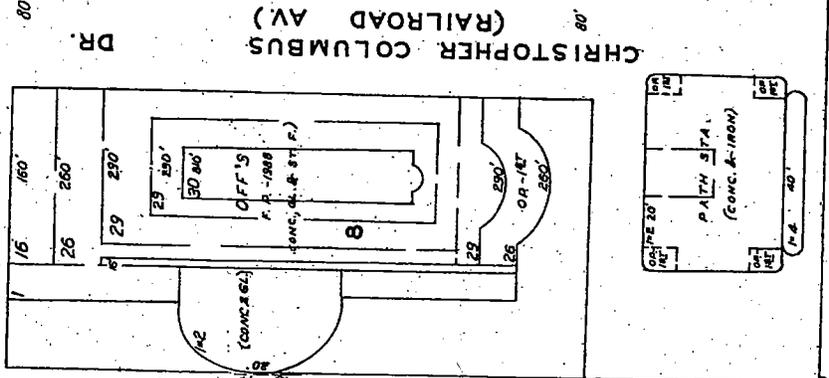
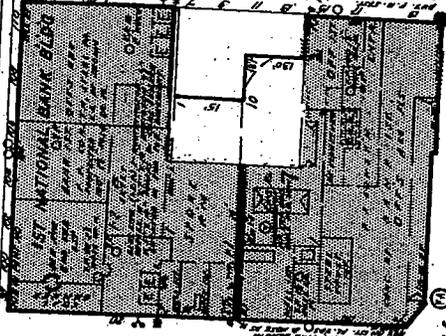


11

AREA SOUTH OF RAILROAD  
AV URBAN RENEWAL SITE

HUDSON

ST. N.Y. TRANSIT TRAM LINE



CHRISTOPHER COLUMBUS  
(RAILROAD AV.)

NOL CENTER

COMMERCIAL TRUST  
YORK

5

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-160

Agenda No. 10.C

Approved: MAR 23 2011

TITLE:



## Commemorating the 71<sup>st</sup> Anniversary of Massacre at the Katyn Forest

**Council as a whole, offered and moved adoption of the following resolution:**

**WHEREAS**, Katyn Forest is a wooded area near Gneizdovo village, a short distance from Smolensk in Russia where, in 1940 on Stalin's orders, the NKVD killed and buried over 4,000 Polish service personnel that had been taken prisoner when the Soviet Union invaded Poland in September 1939 in WWII in support of the Nazis; and

**WHEREAS**, in 1943 the Nazis exhumed the Polish dead and blamed the Soviets. In 1944, having retaken the Katyn area from the Nazis, the Soviets exhumed the Polish dead again and blamed the Nazis. The rest of the world took its usual sides in such arguments; and

**WHEREAS**, until the 1990s, the Soviet Union was categorically denying its implication in the crime and blamed the German army as the culprits. In 1989, with the collapse of Soviet Power, Premier Gorbachev finally admitted that the Soviet NKVD had executed the Polish military, and confirmed two other burial sites similar to the site at Katyn. Stalin's order of March 1940 to execute by shooting some 25,700 Polish military, including those found at the three sites, was also disclosed with the collapse of Soviet Power. This particular second world war slaughter of Polish military is often referred to as the "Katyn Massacre" or the "Katyn Forest Massacre"; and

**WHEREAS**, a statue dedicated to the Katyn Forest Massacre is featured at Exchange Place in the downtown section of City of Jersey City; and

**WHEREAS**, on **Sunday, April 10, 2011**, the Polish American Congress and Katyn Forest Massacre Memorial Committee, Inc. will hold a memorial service to honor the memory of the passengers of the 2010 Polish Air Force Tu-154 crash on April 10, 2010. A total of 89 passengers and 7 crew members perished en route to visit the 70th Anniversary of the Katyn Massacre. The crash killed Poland's President Lech Kaczyński, his wife, the chief of the Polish General Staff, senior Polish military officers, the president of the National Bank of Poland, Poland's deputy foreign minister, Polish government officials, 12 members of the Polish parliament, senior members of the Polish clergy and relatives of victims of the Katyn massacre.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby applaud the efforts of the Polish American Congress and Katyn Forest Massacre Memorial Committee, Inc. We urge all residents to participate in the memorial service honoring fallen heroes.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

G:\WPDOCS\TOLONDA\RESOS\Katyn Forest Memorial - memorial service 04-10-11.wpd

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												3/23/11		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.			
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓					
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓					
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓					

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*

Peter M. Brennan, President of Council

*Robert Byrne*

Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-161

Agenda No. 10.D

Approved: MAR 23 2011

TITLE:



## Resolution Honoring Veleria Mae Jordan

ON THE OCCASION AND CELEBRATION OF HER 80<sup>TH</sup> BIRTHDAY

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS, Veleria Mae Flourney** was born in Madison, Georgia on March 25, 1921. Veleria Mae is the sixth child of seven children born to Mary and Brad Flourney, Jr. ; and

**WHEREAS, Veleria Mae** was educated in Madison, Georgia and is a proud graduate of Madison High School. During her early years she was devoted member of the Springfield Baptist Church; and

**WHEREAS, in 1941 Veleria Mae Flourney** moved to the City of Jersey City. In 1943 Veleria Mae married William Jordan and soon began a family. From their loving union Veleria Mae and William were blessed with six children, John, Delores, Gerald, William Jr., Veleria and Michael Sr. ; and

**WHEREAS, Veleria Mae Jordan** was a dedicated employee of Central Laundry for twenty nine years. A member of the Trinity Lutheran Church since 1962, Veleria has been a faithful member of the congregation. She has sung in the choir, assisted with the food pantry and the summer youth program and continues to minister to the sick and needy; and

**WHEREAS, on Sunday, March 27, 2011** her family and friends will celebrate with her at a surprise birthday at the Mary McLeod Bethune Life Center.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor **Veleria Mae Jordan** on the occasion and celebration of her 80<sup>th</sup> birthday and wishes her and happiness in the future.

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]* Business Administrator *[Signature]* Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-162  
 Agenda No. 10.E  
 Approved: MAR 23 2011  
 TITLE:



## RESOLUTION APPOINTING JOHN KELLY AS A MEMBER OF THE JERSEY CITY INSURANCE FUND COMMISSION

**COUNCIL  
 OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated March 11, 2011, that he has appointed **John Kelly** of 111 Old Forge Road, Millington, New Jersey, replacing Larry Ross, who has retired, to serve as a member of the Jersey City Insurance Fund Commission pursuant to the provisions of N.J.S.A. 40A:10-8, for a term to commence immediately upon adoption of this resolution and expire on August 17, 2011.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **John Kelly** as a member of the **Jersey City Insurance Fund Commission** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: *John Kelly*  
 Business Administrator

\_\_\_\_\_  
 Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*  
 Peter M. Brennan, President of Council

*Robert Byrne*  
 Robert Byrne, City Clerk



# CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

March 11, 2011

President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey  
07302

Dear President and Members,

Kindly be advised that I have appointed **John Kelly**, of 111 Old Forge Road, Millington, New Jersey, 07946, replacing Larry Ross, who has retired, to serve as a member of the **Jersey City Insurance Fund Commission**, for a term to commence upon the adoption of a resolution and expire on August 17, 2011.

I respectfully request your advice and consent to this appointment.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Healy".

Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
John Kelly, Business Administrator  
Robert Byrne, City Clerk  
Peter Soriero, Risk Manager  
Rosemary McFadden, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office

OFFICE OF THE MAYOR

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-163

Agenda No. 10.F

Approved: MAR 23 2011

TITLE:



## RESOLUTION APPOINTING NESLE A. RODRIGUEZ AS CHIEF JUDGE OF THE JERSEY CITY MUNICIPAL COURT

**COUNCIL**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated March 14, 2011, that he has reappointed **Nesle A. Rodriguez**, of 55 Mina Drive, Jersey City, New Jersey, as **Chief Judge of the Municipal Court of the City of Jersey City** for a term to commence upon adoption of this resolution and expire on March 22, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the reappointment of **Nesle A. Rodriguez** as **Chief Judge of the Municipal Court of the City of Jersey City** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: *J. L. Allen*  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*  
Peter M. Brennan, President of Council

*Robert Byrne*  
Robert Byrne, City Clerk



# CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

March 14, 2011

President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have reappointed **Nesle A. Rodriguez**, of 55 Mina Drive, Jersey City, New Jersey, to serve as **Chief Judge** of the **Jersey City Municipal Court**. Her term as **Chief Judge** shall commence upon the adoption of a resolution and expire on March 22, 2014.

I respectfully request your advice and consent to this appointment.

Sincerely,

  
Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
John Kelly, Business Administrator  
Robert Byrne, City Clerk  
Maria Pagan, Municipal Court Administrator  
Rosemary McFadden, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Nesle A. Rodriguez

OFFICE OF THE MAYOR

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-164

Agenda No. 10.G

Approved: \_\_\_\_\_

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL SUPPORTING THE APPLICATION OF THE BELOVED COMMUNITY CHARTER SCHOOL

**COUNCIL AS A WHOLE**, offered and moved adoption of the following resolution:

**WHEREAS**, the **Beloved Community Charter School**, to be located in Jersey City, has goals of becoming a Kindergarten through 12<sup>th</sup> grade school; and

**WHEREAS**, after its creation, the school will offer enrollment to students from Kindergarten through second grade and will grow increasingly thereafter; and

**WHEREAS**, inspired by Rev. Dr. Martin Luther King, the founders of the school believe that "Our ultimate end must be the creation of the Beloved Community"; and

**WHEREAS**, the founders of the **Beloved Community Charter School** believe that an education which makes children feel loved, that leads them to care about one another and to want to develop their minds will advance societal goals; and

**WHEREAS**, the **Beloved Community Charter School** mission is to develop values, skills, knowledge, confidence and character in its students that will lead them to care about themselves and others and propel them to success in school and life beyond; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby endorse the application of the **Beloved Community Charter School** and wishes them great success in the future.

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

# WITHDRAWN

COUNCILPERSON	A
SOTTOLANO	
DONNELLY	
LOPEZ	

✓ Indicates Vote

YE	NAY	N.V.

-Not Voting (Abstain)

Adopted at a meeting

Peter M. Brer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-165

Agenda No. 10.H

Approved: MAR 23 2011

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE 8 ERIE STREET STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJSA 40A:12A-3, or "an area in need of rehabilitation", as defined by NJSA 40A:12A-14.; and

**WHEREAS**, pursuant to NJSA 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJSA 40A:12A-6.b.; and

**WHEREAS**, pursuant to NJSA 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

**WHEREAS**, the study area contains vacant land and a dilapidated and obsolete structure, and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

**WHEREAS**, the study area is consistent with the attached map labeled "8 Erie Study Area Boundary Map" dated March 10, 2011; and

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment" or an "area in need of rehabilitation," and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

*Robert D. Cotter*

Robert D. Cotter, Director  
Division of City Planning

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-1  
3/23/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP		✓		VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*

Peter M. Brennan, President of Council

*Robert Byrne*

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

1. **Full Title of Resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE 8 ERIE STREET STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION**

2. **Name and Title of Person Initiating the Resolution:**

Carl Czaplicki, Director, Department of Housing, Economic Development and Commerce

3. **Concise Description of the Plan Proposed in the Resolution:**

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria of an "area in need of redevelopment" or an "area in need of rehabilitation" warranting the adoption of a redevelopment plan for the area.

4. **Reasons for the Proposed Plan:**

This resolution authorizes the planning Board to study the area specifically located on Block 242; Lots 14, 20A, 24, 25, 26, 27, & 28, as depicted on the attached map entitled, "8 Eric Study Area Boundary Map" dated March 10, 2011. The study area contains a parking lot and dilapidated obsolete structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment. If the requisite conditions are determined to exist, it allows for the review and recommendation to the Municipal Council a proposed Redevelopment Plan, which shall include the said property within the Plan.

5. **Anticipated Benefits to the Community:**

The continued existence of these underutilized conditions is a detriment to the community. Through the powers of the redevelopment statutes, a unified redevelopment of these properties can be supported.

6. **Cost of Proposed Program, Project, etc.:** \$0.00, all work done in house

7. **Date Proposed Program or Project will commence:** Upon Adoption

8. **Anticipated Completion Date:** N/A

9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**

Robert D. Cotter, Director, City Planning 547-5050  
Maryann Bucci-Carter, PP, AICP, City Planning 547-5453

10. **Additional Comments:** None

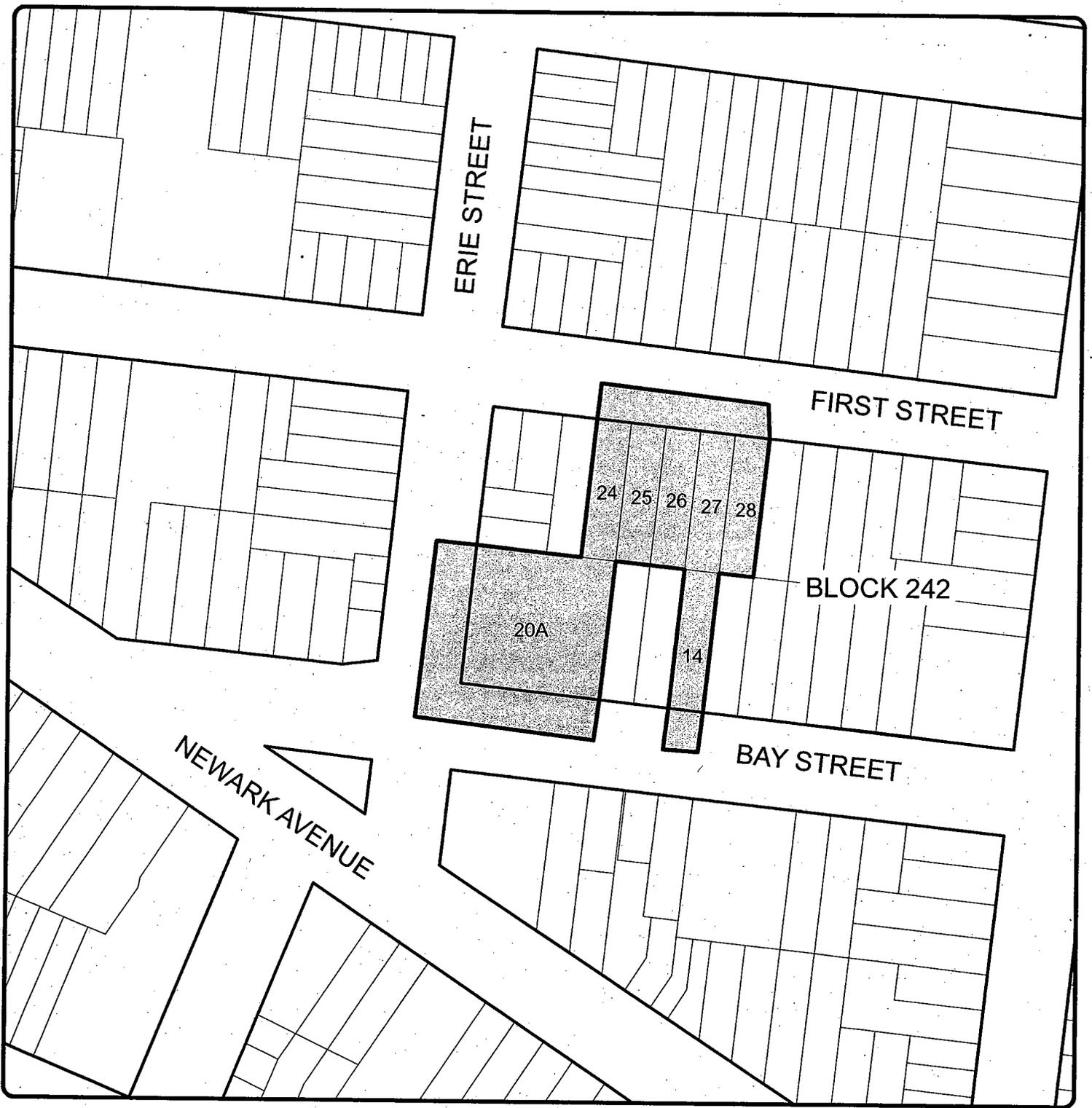
I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter  
Division Director

March 15, 2011  
Date

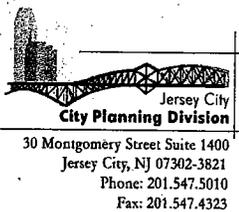
Maryann Bucci-Carter deputy  
Department Director Signature

MARCH 15, 2011  
Date

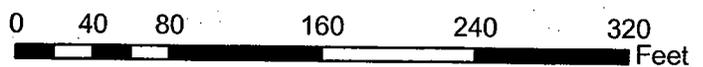


**8 ERIE STUDY AREA  
BOUNDARY MAP**

**MARCH 10, 2011**



1 inch = 100 feet



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-166

Agenda No. 10.1

Approved: MAR 23 2011

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY  
INVESTIGATION OF CONDITIONS OF THE MCGINLEY SQUARE EAST STUDY  
AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR  
REHABILITATION**

**WHEREAS**, pursuant to NJS 40A:12A-6.a., the Municipal Council, by Resolution, may authorize the Planning Board to undertake a preliminary investigation to determine whether an area is, or is not, an "area in need of redevelopment", as defined by NJS 40A:12A-3, or "an area in need of rehabilitation", as defined by NJS 40A:12A-14.; and

**WHEREAS**, pursuant to NJS 40A:12A-6.a., such determination shall be made after public notice and public hearing of the Planning Board as provided by NJS 40A:12A-6.b.; and

**WHEREAS**, pursuant to NJS 40A:12A-7.f, the Municipal Council may direct the Planning Board to prepare a redevelopment plan for the adoption by the City Council; and

**WHEREAS**, the study area contains vacant land, dilapidated and obsolete structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment or rehabilitation; and

**WHEREAS**, the study area is consistent with the attached map labeled "McGinley Square East Study Area Boundary Map" dated March 15 2011; and

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City, that the Planning Board be and hereby is authorized to conduct a preliminary investigation into conditions of the above referenced properties to determine if said study area qualifies as an "area in need of redevelopment" or an "area in need of rehabilitation," and if the requisite conditions are determined to exist, to review and recommend to the Municipal Council a Redevelopment Plan, which shall include the said property within the Plan and possibly incorporate adjacent property from adjacent redevelopment plan areas.

*Robert D. Cotter*

Robert D. Cotter, Director  
Division of City Planning

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*

Peter M. Brennan, President of Council

*Robert Byrne*

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE PLANNING BOARD TO CONDUCT A PRELIMINARY INVESTIGATION OF CONDITIONS OF THE MCGINLEY SQUARE EAST STUDY AREA FOR DETERMINATION AS AN AREA IN NEED OF REDEVELOPMENT OR REHABILITATION**

**2. Name and Title of Person Initiating the Resolution:**

Carl Czaplicki, Director, Department of Housing, Economic Development and Commerce

**3. Concise Description of the Plan Proposed in the Resolution:**

Authorizes the Planning Board to undertake a study to determine whether the Study Area meets the statutory criteria of an "area in need of redevelopment" or an "area in need of rehabilitation" warranting the adoption of a redevelopment plan for the area.

**4. Reasons for the Proposed Plan:**

This resolution authorizes the planning Board to study the area on the east side of McGinley Square consistent with the attached map labeled "McGinley Square East Study Area Boundary Map" dated March 15, 2011. The study area contains vacant land, dilapidated and obsolete structures, and appears to exhibit the characteristics qualifying as an area in need of redevelopment. If the requisite conditions are determined to exist, it allows for the review and recommendation to the Municipal Council a proposed Redevelopment Plan, which shall include the said property within the Plan.

**5. Anticipated Benefits to the Community:**

The continued existence of these lands in their vacant and underutilized condition is a detriment to the community. Through the powers of the redevelopment statutes, a unified redevelopment of these blocks can be supported.

**6. Cost of Proposed Program, Project, etc.:** \$0.00, all work done in house

**7. Date Proposed Program or Project will commence:** Upon Adoption

**8. Anticipated Completion Date:** N/A

**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

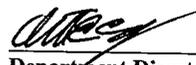
Robert D. Cotter, Director, City Planning 547-5050  
Jeffrey Wenger, Principal Planner 547-5453

**10. Additional Comments:** None

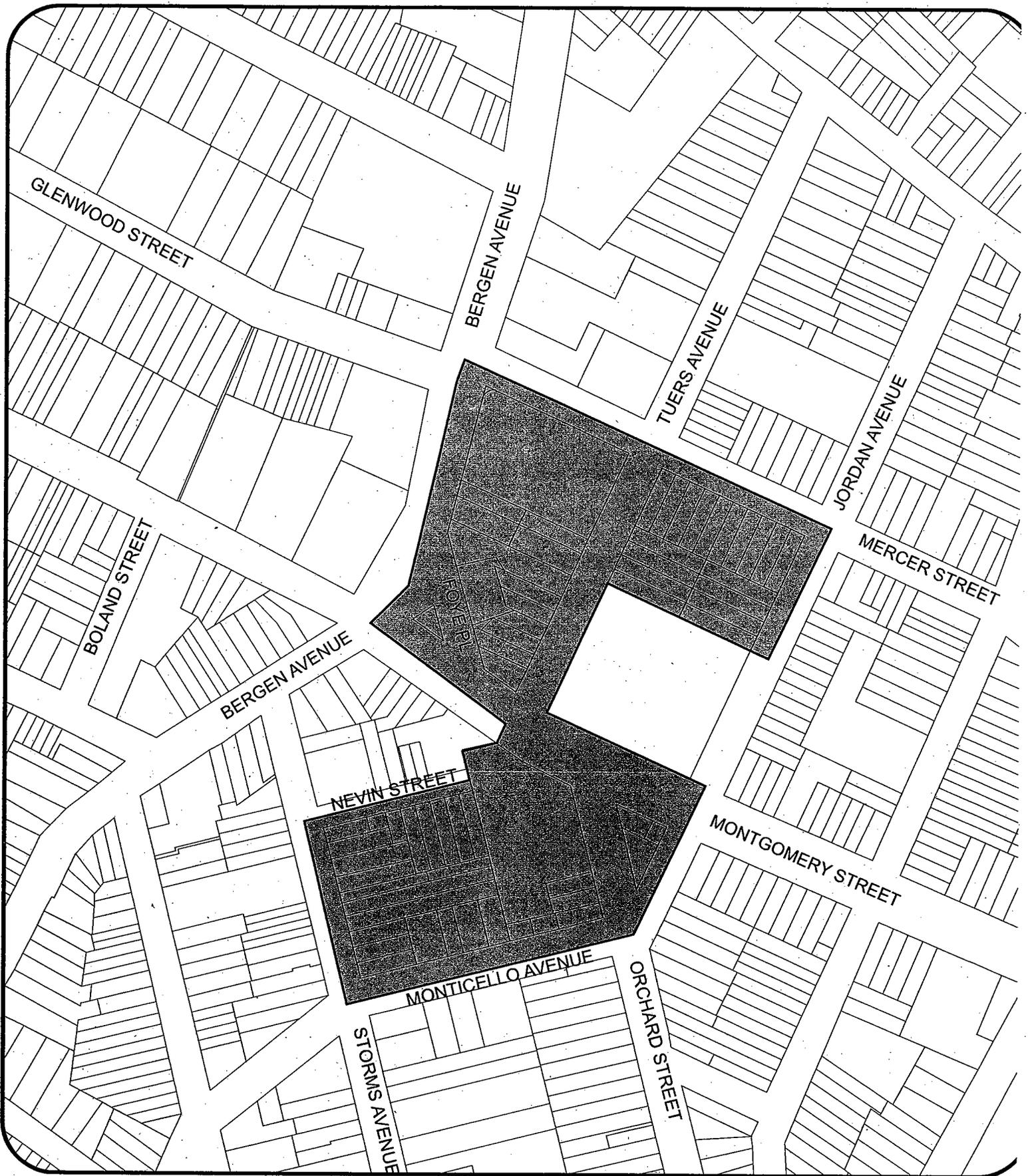
I Certify that all the Facts Presented Herein are Accurate.

  
Division Director

  
Date

 Deputy  
Department Director Signature

MARCH 15, 2011  
Date

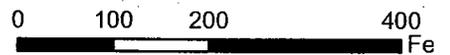


MCGINLEY SQUARE EAST STUDY AREA BOUNDAY MAP



MARCH 15, 2011

1 inch equals 200 feet



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-167

Agenda No. 10.J

Approved: MAR 23 2011

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE BLOCK 239, LOT 47 STUDY AREA AS AN AREA IN NEED OF REHABILITATION**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-14.a., provides that the governing body of a municipality may, by resolution, determine that a delineated area is an "area in need of rehabilitation" if certain conditions are found to exist within the delineated area; and

**WHEREAS**, among the conditions precedent to making such a determination is a finding that "more than half of the housing stock in the delineated area is at least 50 years old, or a majority of the water and sewer infrastructure in the delineated area is more than 50 years old and in need of repair and substantial maintenance;" and

**WHEREAS**, the Municipal Council sought a review by, and recommendation of, the Jersey City Planning Board, with regard to a determination that the delineated area, known as "The Block 239, Lot 47 Study Area" is an area in need of rehabilitation; and

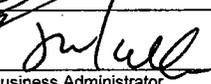
**WHEREAS**, the Jersey City Planning Board, at its meeting of March 22, 2011, the Planning Board heard sworn testimony from Robert D. Cotter, PP, AICP, Planning Director, to the effect that the Chief Engineer to the Municipal Utilities Authority had submitted a written report confirming that the majority of the water and sewer infrastructure in the Study Area is more than 50 years old and would benefit from a program of repair and substantial maintenance and gave a favorable recommendation to the Municipal Council for a determination that Block 239, Lot 47 is an area in need of rehabilitation; and

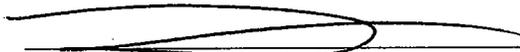
**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the "Block 239, Lot 47 Study Area" be, and hereby is, determined to meet the criteria to be declared "an Area in Need of Rehabilitation."

  
Robert D. Cotter, PP, AICP  
Planning Director

APPROVED:  \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

  
Corporation Counsel

Certification Required

Not Required

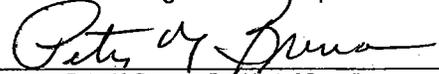
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DESIGNATING THE BLOCK 239, LOT 47 STUDY AREA AS AN AREA IN NEED OF REHABILITATION**

**2. Name and Title of Person Initiating the Resolution:**

Carl Czaplicki, Director, Department of Housing, Economic Development and Commerce

**3. Concise Description of the Plan Proposed in the Resolution:**

This Resolution declares the "Block 239, Lot 47 Study Area" to be an "area in need of rehabilitation."

**4. Reasons for the Proposed Plan:**

Block 239, Lot 47 is a partially built building foundation on Columbus Drive adjacent to the Grove Street PATH station. Its inclusion in a redevelopment plan will facilitate the redevelopment of this partially built structure.

**5. Anticipated Benefits to the Community:**

A determination that the area is in need of rehabilitation will allow the city to adopt a redevelopment plan that will help foster redevelopment and renewal along Columbus Drive and around the Grove Street PATH station.

**6. Cost of Proposed Program, Project, etc.:** \$0.00, all work done in house

**7. Date Proposed Program or Project will commence:** Upon Adoption

**8. Anticipated Completion Date:** N/A

**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

Robert D. Cotter, Director, City Planning 547-5050  
Jeff Wenger, Principal Planner 547-5453

**10. Additional Comments:** None

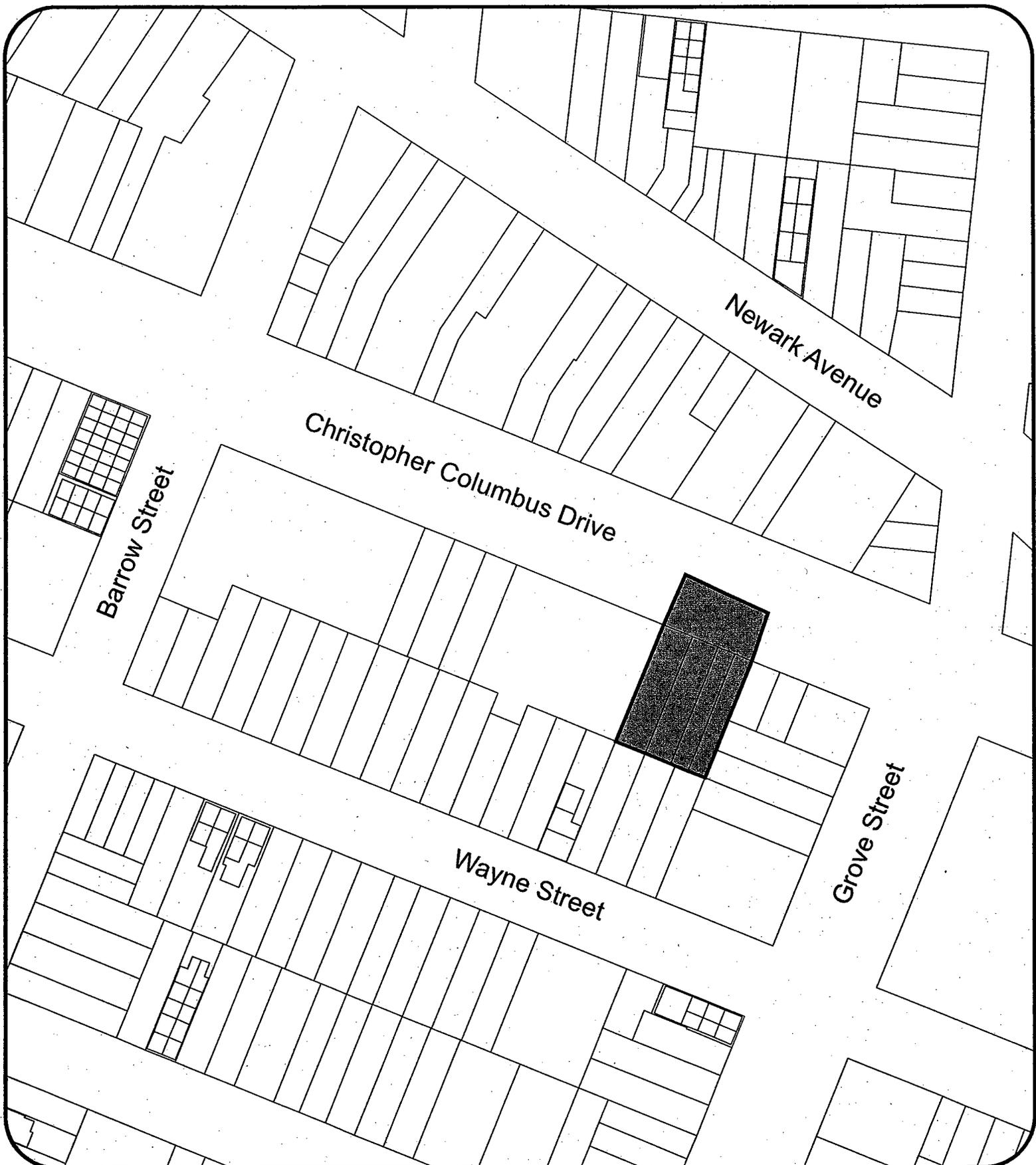
I Certify that all the Facts Presented Herein are Accurate.

  
\_\_\_\_\_  
Division Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department Director Signature  
Deputy

  
\_\_\_\_\_  
Date



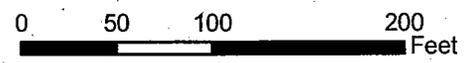
**BLOCK 239 LOT 47 STUDY AREA BOUNDARY MAP**



  
 Jersey City  
 City Planning Division  
 59 Montgomery Street Suite 1400  
 Jersey City, NJ 07302-3821  
 Phone: 201.547.5010  
 Fax: 201.547.4523

November 17, 2010

1 inch equals 100 feet



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-168

Agenda No. 10.K

Approved: MAR 23 2011

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY PLEDGING SUPPORT AND IMPLEMENTATION OF SUSTAINABLE LAND USE PRACTICES

**WHEREAS**, the City of Jersey City is committed to the continued improvement of our land use practices and planning policies and will diligently pursue refining the balance between economic, environmental and social needs in order to provide the highest possible quality of life for all inhabitants and visitors of our City; and

**WHEREAS**, the City pledges to promote the principles of smart growth, implement green building design, require the construction of a range of housing choices and densities, implement the creation of walkable neighborhoods, encourage the expansion and use of mass transit and sustainable transportation choices, and seek the preservation and protection of open space that can be used for ecological, recreational and agricultural purposes; and

**WHEREAS**, this resolution reflects the City of Jersey City's commitment to sustainable land use practices and many other City policies that endeavor to insure that our direction forward is one that embodies changes toward a more sustainable approach to healthy lifestyles, reduced consumption, environmental stewardship, and education; and

**WHEREAS**, until recently, *Green* was seen as an alternative. Now, it is synonymous with what it means to design and live responsibly; and

**WHEREAS**, more and more people of Jersey City are growing vegetables and buying local produce in farmers markets. They are choosing to recycle and reduce consumption. The City seeks to support these trends and make these more sustainable options readily available to them throughout the community; and

**WHEREAS**, we seek to empower people with City sponsored and community based environmental initiatives and to give them the tools they need to make effective choices; and

**WHEREAS**, we seek to implement local change at all levels of society. We are hopeful that it will spread and lead to meaningful global contributions of environmental stewardship; and

**WHEREAS**, we have found that many existing sustainable practices of the City have been refined and many more implemented as a result of our participation in the Sustainable Jersey Certification Initiative underway;

TITLE:

**RESOLUTION OF THE  
MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY PLEDGING  
SUPPORT AND IMPLEMENTATION  
OF  
SUSTAINABLE LAND USE PRACTICES**

**NOW THEREFORE BE IT RESOLVED THAT**, the City of Jersey City resolves to take the following steps regarding land use and environmental policy to become a model sustainable community, **AND FURTHER RESOLVES THAT**, these principles be included in the next master plan revision and reexamination report, zoning ordinance update, natural resource inventory, and other appropriate ordinances in order to achieve the following goals:

**Regional Cooperation** - We pledge to reach out to administrations of our neighboring municipalities concerning land-use decisions, and to take into consideration regional impacts when making land-use decisions.

- Currently underway is a Connectivity Study between Jersey City and the City of Hoboken. It was initiated by both Cities to coordinate the redevelopment plans located on the boundary of each and to identify recommendations to improve the connectivity of the street grid between them, with the lofty goal of reversing over 100 year of disconnected planning.

**Transportation Choices** - We pledge to create transportation choices with a Complete Streets approach by considering all modes of transportation, including; walking, biking, mass transit and automobiles, when planning transportation projects and reviewing development applications. We will reevaluate our parking with the goal of limiting the amount of required parking spaces, promoting shared parking and other innovative parking alternatives, and encouraging structured parking alternatives where appropriate.

- The Jersey City Planning Board recently adopted an award-winning complete Streets Master Plan Circulation Element, known as *Jersey City Mobility 2050*. It will guide the formation of policy and investment in the City's multi-modal transportation network, including light rail, PATH, bus, ferry, jitney, bicycle facilities, sidewalks and roadways, in order to meet current needs and to support anticipated redevelopment.
- The Land Development Ordinance and redevelopment plans of the City already have restrictions on parking. Some are as follows: Maximum Parking limitations on new development instead on Minimums; permitting and sometimes requiring shared parking usage, even between different properties; accommodating and sometimes requiring the use of car sharing services, such as Zip Car or Hertz; requiring bike parking and storage; and structured parking. There are some districts throughout the City where surface parking is prohibited and the garage structure must be completely ringed with and hidden by the principal use.

TITLE:

**RESOLUTION OF THE  
MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY PLEDGING  
SUPPORT AND IMPLEMENTATION  
OF  
SUSTAINABLE LAND USE PRACTICES**

**Natural Resource Protection** - We pledge to take action to protect the natural resources of the State for environmental, recreational and agricultural value, avoiding or mitigating negative impacts to these resources. Further, we pledge to complete a Natural Resources Inventory when feasible to identify and assess the extent of our natural resources and to link natural resource management and protection to carrying capacity analysis, land-use and open space planning.

- The City of Jersey City has launched a city-wide Agriculture Initiative that incorporates community gardens, school gardens and environmental clubs, local colleges, food cooperatives, community supported agriculture, and farmers market to create a cohesive network of partners that will equalize food security and access for all Jersey City residents. It will also foster environmental education, health education, community building, and economic and environmental revitalization. All of the partners and the efforts of the Agriculture Initiative will be connected through Green Maps, an online Google Maps based community, where residents and participants alike will be able to access and share information in a very user friendly and readily available format.
- The City, the redevelopment agency, and community partners has applied for funding to construct and operate two hydroponic greenhouses along with 250 grow boxes adjacent to a neighborhood shopping center and Light Rail Station, in one of Jersey City's most food insecure neighborhoods. Food grown here will be distributed by a local cooperative food group with a special focus on providing fresh produce to local food pantries, banks, senior centers, and low-income housing projects. Additionally, the greenhouses will be used as educational and employment training centers for ex-convicts and students.
- The City will revise and implement innovative zoning regulations for the facilitation of urban agriculture throughout the city.
- The City does and will continue to work with local colleges to expand their urban environmental degree program and make internships available within all aspects of the City agricultural and environmental initiatives. This includes revising the existing Open Space Element of the Master Plan using college GIS classes, college interns, and the Green Map application in partnership with the Planning Department and Environmental Commission.
- The City will prepare a Natural Resources Inventory in collaboration with its Environmental Commission and Planning Department, and will use the database to create recommendations for land use boards and the Land Development Ordinance Master Plan.

## TITLE:

**RESOLUTION OF THE  
MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY PLEDGING  
SUPPORT AND IMPLEMENTATION  
OF  
SUSTAINABLE LAND USE PRACTICES**

**Mix of Land Uses** - We pledge to use our zoning power to allow for a mix of residential, retail, commercial, recreational and other land use types in areas that make the most sense for our municipality and the region, particularly in downtown and town center areas.

- Jersey City actively pursued and was awarded a Transfer of Development Right Smart Growth Grant from the former Office of State Planning and has been working toward being the first large scale urban center of New Jersey to adopt a TDR Ordinance. The City is under tremendous development pressure and recognizes the value of TDR as a sustainable zoning tool.
- All new zone districts and new redevelopment plans utilize Form Based Zoning and incorporate the principles of New Urbanism. Our zoning permits maximum flexibility by allowing varied land uses to be mixed throughout the new zone, but it requires the new development to incorporate ground floor retail, public streets, and public open spaces as required project components in specific locations.

**Housing Options** - We pledge, through the use of our zoning and revenue generating powers, to foster a diverse mix of housing types and locations, including single- and multi-family, for-sale and rental options, to meet the needs of all people at a range of income levels.

- The City of Jersey City has a diverse collection of housing types and affordability levels. We intend to continue with this diversity moving forward.

**Green Design** - We pledge to incorporate the principles of green design and renewable energy generation into municipal buildings to the extent feasible and when updating our site plan and subdivision requirements for residential and commercial buildings.

- The City currently has a green ordinance to expedite permitting for all building that have characteristics or components that minimize their environmental impact and has been successful in obtaining innovative building components as a result.
- As zoning standards are revised for different zones or redevelopment areas of the City, new design and construction practices, within the jurisdiction of a zoning document, that reduce or eliminate the negative impact of buildings and development on the environment and occupants are incorporated.
- The City is currently seeking partnership with Rutgers Center for Green Building to allow their Model Green Buildings Manual to be tested on several of the new privately developed waterfront mixed use projects.

TITLE:

**RESOLUTION OF THE  
MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY PLEDGING  
SUPPORT AND IMPLEMENTATION  
OF  
SUSTAINABLE LAND USE PRACTICES**

**Municipal Facilities** - We pledge to take into consideration factors such as walkability, bikability, and greater access to public transit, proximity to other land-use types, and open space when locating new or relocated municipal facilities.

- Recent municipal facilities have been within existing walkable neighborhoods served by mass transit. They are also designed to be LEEDS compliant. The City has retained a LEEDS certified architect to evaluate and design all new municipal facilities to insure compliance.

Robert D. Cotter, Planning Director  
Division of City Planning

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: *J. Lule*  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*  
Peter M. Brennan, President of Council

*Robert Byrne*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

**1. Full Title of resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
PLEDGING SUPPORT AND IMPLEMENTATION OF SUSTAINABLE LAND USE  
PRACTICES**

**2. Name and Title of Person Initiating the Resolution, etc.:**

Carl S. Czaplicki, Director, Department of Housing, Economic Development, and Commerce

**3. Concise Description of the Plan Proposed in the Resolution:**

The sustainable land use pledge is intended to be a public affirmation of the City's intent to support sustainable smart growth land use practices.

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

This will be one of Jersey City's actions to receive Sustainable Jersey Certification.

The resolution explains how Jersey City is already supporting these principles and pledges its support for Sustainable Land Use policy, Smart Growth Practices, Regional Cooperation, Transportation Choices, Natural Resources, Mix of Land Uses, Housing Options, Green Design and Municipal Facilities Planning for the future..

**5. Anticipated Benefits to the Community:**

Sustainable Jersey Silver Certification

**6. Cost of Proposed Plan, etc.:**

None

**7. Date Proposed Plan will commence:**

Upon approval

**8. Anticipated Completion Date: N/A**

**9. Persons Responsible for Coordinating Proposed Program, Project, etc.:**

Robert D. Cotter, City Planning Director  
Maryann Bucci-Carter, Supervising Planner  
Tanya Marion-Stanton, Principal Planner

**10. Additional Comments: None**

**I Certify that all the Facts Presented Herein are Accurate.**

\_\_\_\_\_  
**Division Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Department Director Signature**

\_\_\_\_\_  
**Date**

---

**Department of Housing, Economic Development & Commerce**  
**Division of City Planning**



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**Memorandum**

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**DATE:** March 16, 2011  
**TO:** Mayor & Council City of Jersey City  
**FROM:** Maryann Bucci-Carter, Division of City Planning  
**SUBJECT:** Actions Required for Sustainable Jersey Certification

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The Sustainable Jersey Certification is a prestigious designation for local governments in New Jersey that want to go green, save money, and take steps to sustain their quality of life over the long term. Municipalities that achieve the certification are considered by their peers, by state government, and by the experts and civic organizations in New Jersey, to be among the leading municipalities. The program originated from the New Jersey League of Municipalities Mayors' Committee for a Green Future. Some additional benefits of certification include: priority access and notification of incentives and grants; and the program helps communities improve efficiency, cut waste, and stimulate their local economies.

The following Resolutions and Ordinance are an essential part of the Jersey City *Sustainable Jersey Application for Certification*. In many ways, Jersey City is on the cutting edge and has already adopted many of the practices being pledged in these resolutions and Ordinance. The documents, therefore, put forth a pledge to continue with these practices and continually work to find innovative new approaches and solutions for the future.

1. **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY PLEDGING SUPPORT AND IMPLEMENTATION OF SUSTAINABLE LAND USE PRACTICES**
2. **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY FOR SUPPORT OF NEW JERSEY'S WILDLIFE ACTION PLAN**
3. **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE IN SUPPORT OF SUSTAINABLE ZONING**
4. **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY FOR SUPPORT OF COMPANION ANIMAL MANAGEMENT PLAN**

cc: Jack Kelly, BA  
Rosemary McFadden, COS  
C. Czaplicki, HEDC  
File

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-169  
Agenda No. 10.1  
Approved: MAR 23 2011  
TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY FOR SUPPORT OF COMPANION ANIMAL MANAGEMENT PLAN

**WHEREAS**, we the municipality of Jersey City, resolve to take the following steps with regard to our municipal responsibilities with the intent of making Jersey City a truly sustainable community by pledging to support the Companion Animal Management Plan; and

**WHEREAS**, there are approximately 3,700 licensed dogs in Jersey City; and

**WHEREAS**, the Jersey City Division of Animal Control proactively partners with local privately operated animal shelters to aggressively address the pet overpopulation problem by connecting residents with weekly available low-cost spay/neuter programs; and

**WHEREAS**, the Jersey City Division of Animal Control is responsible for the promotion of responsible pet care and ensuring that pets do not suffer due to abuse, neglect, abandonment or lack of proper care in kennels, pet shops, and shelters; and

**WHEREAS**, the City of Jersey City alone is believed to have as many as 10,000 free-roaming cats that present a potential health threat to humans through the spread of rabies, roundworms, animal bites, and environmental contamination from animal feces; and

**WHEREAS**, Jersey City emphasizes the importance of pet ownership and ownership retention because stray and unwanted pets place an enormous burden on Jersey City and its animal care facilities; and

**WHEREAS**, all dogs are required to be licensed in the Jersey City, vaccination against rabies is a pre-requisite to licensure.

**NOW THEREFORE**, be it resolved that it is the intent of the City of Jersey City to do the utmost, within the bounds of the City's jurisdiction, to ensure that companion animals are treated humanely, respectfully, and responsibly through public education and through exercise of powers vested within Jersey City as pledges to do the following:

1. Enforce all animal and rabies control statutes and regulations, including the requirement to pick up and impound all stray dogs and cats
2. Work to improve the enforcement of animal cruelty statutes through community education, including school children, about their responsibilities towards the pet animals they chose to keep.
3. Identify and work to implement best practices to prevent pet overpopulation through licensing enforcement, effective animal control, availability of low-cost pet spaying and neutering services, public education, and pet-friendly rental and senior housing.

City Clerk File No. Res. 11-169

Agenda No. 10.L MAR 23 2011

TITLE: 4. Assist in identifying resources to improve the conditions and increase the capacity of animal shelters and impoundment facilities and animal control services. Along with helping those facilities increase the number adopted of companion animals, including utilizing foster homes and adoption networks, with more emphasis given to owner retention.

APPROVED: Carol Gaslide  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY FOR SUPPORT OF COMPANION ANIMAL MANAGEMENT PLAN**

**2. Name and Title of Person Initiating the Ordinance, etc.:**

Carl S. Czaplicki, Director, Department of Housing, Economic Development, and Commerce

**3. Concise Description of the Plan Proposed in the Ordinance:**

This pledge strengthens the City's commitment to ensure the humane, respectful and responsible treatment for companion animals through the support of the Companion Animal Management Plan.

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

This will be one of Jersey City's actions to receive Sustainable Jersey Certification. Jersey City pledges its support for the Companion Animal Management Plan.

**5. Anticipated Benefits to the Community:**

Sustainable Jersey Silver Certification

**6. Cost of Proposed Plan, etc.:**

None

**7. Date Proposed Plan will commence:**

Upon approval

**8. Anticipated Completion Date: N/A**

**9. Persons Responsible for Coordinating Proposed Program, Project, etc.:**

Carl S. Czaplicki, Director, Dept of HEDC  
Robert D. Cotter, City Planning Director

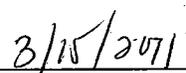
**10. Additional Comments: None**

**I Certify that all the Facts Presented Herein are Accurate.**

  
\_\_\_\_\_  
Division Director

  
\_\_\_\_\_  
Department Director Signature

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-170  
Agenda No. 10.M  
Approved: MAR 23 2011  
TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY FOR SUPPORT OF NEW JERSEY'S WILDLIFE ACTION PLAN

**WHEREAS**, Jersey City pledges its support for the New Jersey Wildlife Action Plan and its Conservation Goals and Strategies; and

**WHEREAS**, this pledge strengthens the City's commitment to become a more ecologically sustainable community, with the state-wide goal of incorporating the Wildlife Action Plan's principals into public land management, the new environmental resource inventory, master plan revisions and zoning, and

**WHEREAS**, Jersey City is approximately 16 square miles in size. It extends across a peninsula which is bounded by the Hudson River and the Upper New York Bay on the East, Kill-Van Kull on the South and by Newark Bay and the Hackensack River on the West; and

**WHEREAS**, Although Jersey City is the second most populous in the state, a fully developed, former factory and industrial rail HUB, the City has succeeded in protecting large areas of land for recreation and conservation; and

**WHEREAS**, three of our largest areas are: wetlands controlled by Hackensack Meadowlands Commission for portions of Jersey City's land area within that state run conservation district; Lincoln Park and the new Hackensack Riverfront Park acquisition and wetland restoration of the Marion Greenway Park being undertaken by Hudson County; and the 250 Acre Liberty State Park, of which 100 acres was donated to the State by Jersey City; and

**WHEREAS**, the City has supported the continued improvement of habitats within these and other natural areas to nurture the populations of mammals, birds, invertebrates, fish, reptiles and amphibians that live in and migrate through these lands and aquatic habitats; and

**WHEREAS**, the Jersey City Open Space Plan, Master Plan, and various community initiatives strive to link existing open space and implement greenways throughout the City; and

**WHEREAS**, the New Jersey Wildlife Action plan is a comprehensive action agenda for the conservation of native wildlife, the restoration of important lands and water, and public education targeting the needs of rare wildlife in New Jersey;

TITLE:

**RESOLUTION OF THE  
MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
FOR SUPPORT OF NEW JERSEY'S WILDLIFE ACTION PLAN**

**NOW THEREFORE BE IT RESOLVED THAT,** The City of Jersey City will work to systematically implement the seven principles into public land management, the new Environmental Resource Inventory, subsequent Jersey City Master Plan revisions and zoning accordingly.

1. We will identify imperiled species, critical habitat and unique ecosystems in our Environmental Resource Inventory.
2. Because habitat integrity is critical to healthy biodiversity, when possible and appropriate, we will manage publicly owned lands in accordance with wildlife management actions laid out in the New Jersey Wildlife Action Plan and will promote the management of all protected lands to promote biodiversity.
3. We will protect wildlife habitats and maintain connectivity of habitat when formulating an open space acquisition strategy, open space stewardship plans and through the municipal master plan including planning and zoning ordinances.
4. We will seek to minimize disturbance of critical wildlife populations and their habitats from human activities, subsidized predators and invasive species.
5. When possible and appropriate, we will work with neighboring municipalities to implement the aforementioned principles across municipal boundaries.
6. When possible and appropriate, we will strive to monitor and implement appropriate management of municipal easements to ensure native vegetation and wildlife takes precedence over invasive and/or exotic species.

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0  
3/23/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/23/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**

1. **Full Title of resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY FOR SUPPORT OF NEW JERSEY'S WILDLIFE ACTION PLAN**

2. **Name and Title of Person Initiating the Resolution, etc.:**

Carl S. Czaplicki, Director, Department of Housing, Economic Development, and Commerce

3. **Concise Description of the Plan Proposed in the Resolution:**

This pledge strengthens the City's commitment to become a more ecologically sustainable community, with the state-wide goal of incorporating the Wildlife Action Plan's principals into public land management, the new environmental resource inventory, master plan revisions and zoning.

4. **Reasons (Need) for the Proposed Program, Project, etc.:**

This will be one of Jersey City's actions to receive Sustainable Jersey Certification. Jersey City pledges its support for the New Jersey Wildlife Action Plan and its Conservation Goals and Strategies.

5. **Anticipated Benefits to the Community:**

Sustainable Jersey Silver Certification

6. **Cost of Proposed Plan, etc.:**

None

7. **Date Proposed Plan will commence:**

Upon approval

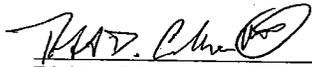
8. **Anticipated Completion Date:** N/A

9. **Persons Responsible for Coordinating Proposed Program, Project, etc.:**

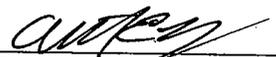
Carl S. Czaplicki, Director, Dept of HEDC  
Robert D. Cotter, City Planning Director

10. **Additional Comments:** None

**I Certify that all the Facts Presented Herein are Accurate.**

  
\_\_\_\_\_  
Division Director

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department Director Signature

MARCH 15, 2011  
\_\_\_\_\_  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-171  
 Agenda No. 10.N  
 Approved: MAR 23 2011  
 TITLE: \_\_\_\_\_



**APPROVAL FOR SUBMISSION OF WORKABLE RELOCATION ASSISTANCE TO NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS AS REQUIRED BY THE NEW JERSEY RELOCATION ASSISTANCE LAW, N.J.S.A. 52:31B-1, AND THE RELOCATION ASSISTANCE ACT, N.J.S.A. 20:4-1, FOR**

**COUNCIL as a whole, offered and moved adoption of the following Resolution:**

**WHEREAS**, the State of New Jersey, Department of Community Affairs, has responsibility to implement the Relocation Assistance Law, N.J.S.A. 52:31B-1 et seq., and the Relocation Assistance Act, N.J.S.A. 20:4-1 et seq.; and

**WHEREAS**, municipalities within the State of New Jersey are required by the Law to certify to the Department of Community Affairs, a Workable Relocation Assistance Plan which provides for financial assistance to relocatees displaced by the proposed public project; and

**WHEREAS**, as the result of office of the new Municipal Public Works Facility, the City is required to submit a Workable Relocation Assistance Plan; and

**WHEREAS**, O.R. Colan Associates prepared a Workable Relocation Assistance Plan, a copy of which is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute and submit the attached new Municipal Public Works Facility Workable Relocation Assistance Plan, a copy of which is in the City Clerk to be kept on file for public inspection.

\_\_\_\_\_  
**CHRISTOPHER FIORE**  
 Acting Executive Director  
 Jersey City Redevelopment Agency

\_\_\_\_\_  
**ROBERT ANTONICELLO**  
 Executive Director  
 Department of Housing Economic  
 Development & Commerce

*JM/he*  
 3/16/11  
 APPROVED: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_  
 Business Administrator

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
 Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
 Peter M. Brennan, President of Council

\_\_\_\_\_  
 Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-172  
 Agenda No. 10.0  
 Approved: MAR 23 2011  
 TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE  
 NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF  
 HIGHWAY TRAFFIC SAFETY FOR  
 THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2011)**

**COUNCIL**  
 of the following resolution.

**Offered and moved adoption**

**WHEREAS**, the need to raise the awareness and increase safety through a combination of enforcement and education initiatives which are essential to all motorists and pedestrians who utilize the streets of Jersey City; and

**WHEREAS**, the New Jersey Department of Law and Public Safety has recognized this need; and

**WHEREAS**, the Division of Highway Traffic Safety has awarded the Jersey City Police Department **\$36,000.00** in overtime reimbursement grant funding to be utilized during the time period from October 1, 2010 until September 30, 2011; and

**WHEREAS**, the Jersey City Police Department wishes to accept these funds to promote enforcement and awareness in the areas of Pedestrian Safety, Aggressive Driving, Drunk Driving, Seatbelt enforcement, and to purchase commodities; and

**WHEREAS**, the Jersey City Police Department would like to accept the **\$36,000.00** in overtime reimbursement grant funding to be utilized during the above mentioned time frame which has been deemed appropriate as per the Division of Traffic Highway Safety upon the acceptance of this award.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City authorizes to accept the award of **\$36,000.00** from the Division of Highway Traffic Safety to be used to reimburse for overtime patrols to promote education and enforcement for pedestrian safety, aggressive driving, drunk driving, seatbelt enforcement and purchase commodities.
2. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: *[Signature]*  
 APPROVED: *[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*  
 Peter M. Brennan, President of Council

*[Signature]*  
 Robert Byrne, City Clerk

This summary sheet is to be attached to the rear of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full Title of Ordinance/Resolution/Cooperation Agreement:

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF GRANTS FUNDS FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE JERSEY CITY COMPREHENSIVE TRAFFIC SAFETY PROGRAM (2011)**

2. Name and Title of Person Initiating Ordinance/Resolution: Samuel Jefferson, Director of Police

3. Concise Description of the Program, Program Project or Plan Proposed in the Ordinance/Resolution:

The New Jersey Division of Highway Traffic Safety awarded Jersey City Police Department **\$36,000** in grants funds to promote safety, education, and enforcement initiatives related to traffic safety issues. The project will be part of the *Jersey City Comprehensive Traffic Safety Program*.

4. Reasons (Need) for the Proposed Program, Project, etc.:

To continue our participation with the State of New Jersey's Department of Law and Public Safety, Division of Highway Traffic Safety in efforts to increase pedestrian safety, decrease aggressive driving, and deter driving while intoxicated in Jersey City.

5. Anticipated Benefits to the Community:

Increase public safety for motorists and pedestrians while commuting, driving, and walking in Jersey City.

6. Cost of Proposed Program Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):

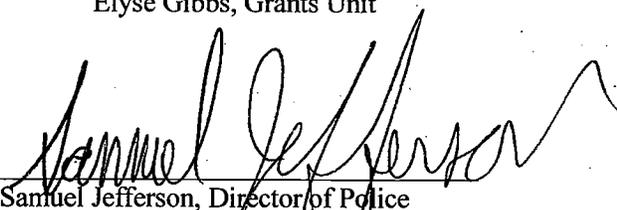
The total award for this program is **\$36,000.00**.

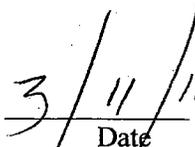
7. Date Proposed Program or Project will Commence: October 1, 2010

8. Anticipated Completion Date: September 30, 2011

9. Person Responsible for Coordinating Proposed Program/Project:

Elyse Gibbs, Grants Unit

  
Samuel Jefferson, Director of Police

  
Date

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-173

Agenda No. 10.P

Approved: MAR 23 2011

TITLE:



**CANCELLATION OF 2010-2011 REAL ESTATE TAXES ON BLOCK 2013  
LOT 23.B, ALSO KNOWN AS 111 ARLINGTON AVENUE, OWNED BY  
THE CITY OF JERSEY CITY**

COUNCIL OFFERED, AND MOVED ADOPTION  
OF THE FOLLOWING RESOLUTION:

WHEREAS, the property located at Block 2013 Lot 23.B was acquired by the The City of Jersey City on January 19, 2011; and

WHEREAS, the property still shows open and should be cancelled; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the real estate tax balance on Block 2013 Lot 23.B also known as 111 Arlington Avenue, Jersey City, New Jersey, is hereby canceled in the amount of \$ 4193.44.

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk



20110120010004830 1/4  
 01/20/2011 11:01:02 AM DEEDMUN  
 Bk: 8773 Pg: 201  
 Willie L. Flood  
 Hudson County, Register of Deeds  
 Receipt No. 504871

Record and Return to:  
**WILLIAM MATSIKLOUDIS**  
**CORPORATION COUNSEL**  
 Attorney for Plaintiff City of Jersey City  
 Jersey City Law Department  
 City Hall-280 Grove Street  
 Jersey City, New Jersey 07302  
 Telephone (201) 547-5229

**FILED**  
 JAN 19 2011  
 THOMAS P. OLIVERI, P.J.Ch.

CITY OF JERSEY CITY

Plaintiff(s)

v.

COMMUNITY EMPOWERMENT  
 ORGANIZATION, INC., GREGORY  
 JUDGE, GRANITE INSURANCE  
 COMPANY, PNC BANK, NJ DEPARTMENT  
 OF LABOR, US TREASURY DEPARTMENT

Defendant(s)

SUPERIOR COURT OF NEW JERSEY  
 : CHANCERY DIVISION - HUDSON COUNTY  
 : DOCKET NO.: C-2-10

Civil Action

**ORDER FOR FINAL JUDGMENT BY  
 DEFAULT REVESTING TITLE IN  
 111 ARLINGTON AVE, JERSEY CITY,  
 NEW JERSEY IN THE PLAINTIFF CITY  
 OF JERSEY CITY, A MUNICIPAL  
 CORPORATION AND RELEASE OF  
 PROPERTY FROM JUDGMENT LIENS**

The Summons and Complaint and/or Notice in Lieu of Summons and Complaint in the above entitled action having been duly served upon the defendants Community Empowerment Organization, Inc., Granite Insurance Company, PNC Bank and NJ Department of Labor and the defendants having been defaulted for failure to appear and/or plead in the action; and the plaintiff City of Jersey City having submitted proofs and the proofs having shown that plaintiff is entitled under the deed dated November 30, 2005 and filed in the Hudson County Register of Deeds on January 19, 2006 in Deed Book 7787, Page 252 to revesting of title free of judgment liens to certain premises more particularly described as Block 2013, Lot 23B on the tax map of the City of Jersey City and more commonly known as 111 Arlington Avenue, Jersey City, New Jersey and the defendant Gregory Judge having assigned all rights and interest in this matter to the plaintiff City of Jersey City and the plaintiff having dismissed without prejudice any liens of defendant U.S. Treasury Department.

IT IS ON THIS 19<sup>th</sup> DAY OF January, 2011;

*Handwritten signature*

1. **ORDERED AND ADJUDGED**, that title to the premises more particularly described as Block 2013, Lot 23B on the tax map of the City of Jersey City and commonly known as 111 Arlington Avenue, Jersey City, New Jersey and being the same property conveyed by way of deed dated November 30, 2005 from the City of Jersey City, a municipal corporation of the State of New Jersey to Community Empowerment Organization, Inc. (CEO) and recorded in the Hudson County Register's office on January 19, 2006 in Deed Book 7787, Page 252 be and it is hereby revested into plaintiff City of Jersey City, a municipal corporation of the State of New Jersey; and it is further

2. **ORDERED AND ADJUDGED**, that defendant Community Empowerment Organization, Inc. is hereby divested of all title to said premises more particularly described as Block 2013, Lot 23B on the tax map of the City of Jersey City and commonly known as 111 Arlington Avenue, Jersey City, New Jersey and being the same premises conveyed by way of the deed dated November 30, 2005 from the City of Jersey City, a municipal corporation of the State of New Jersey to Community Empowerment Organization, Inc. (CEO) and recorded in the Hudson County Register's office on January 19, 2006 in Deed Book 7787, Page 252; and it is further

3. **ORDERED AND ADJUDGED**, that any and all rights, claims and liens that defendant Gregory Judge had regarding the premises more particularly described as Block 2013, Lot 23B on the tax map of the City of Jersey City and commonly known as 111 Arlington Avenue, Jersey City, New Jersey as a result of the tax sale certificate no. 2008-1392 have been assigned to the plaintiff City of Jersey City by virtue of consent order of this court entered in the matter on June 30, 2010 and by Jersey City Resolution No. 10-390 approved by the Jersey City Municipal Council on June 9, 2010; and it is further.

4. **ORDERED AND ADJUDGED**, that the plaintiff City of Jersey City has dismissed without prejudice any claims and liens that the U.S. Treasury Department may have regarding the premises by virtue of the federal tax lien filed in the Hudson County Federal Lien Book 184, Page 150 on June 26, 2007 in the Hudson County Register's Office; and it is further

5. **ORDERED AND ADJUDGED**, that any and all liens on the premises as a result of a judgment lien entered on December 9, 2008 in the matter of Granite State Insurance Company v. Community Empowerment Organization, Inc., in Hudson County Superior Court, Docket No. L-003377-03, Judgment No. J-299415-2008, do not attach and are hereby released as to these premises described on the tax map of the City of Jersey City as Block 2013, Lot 23B and commonly known as 111 Arlington Avenue, Jersey City, New Jersey and that the Clerk of the Superior Court of New Jersey is directed to enter a release of property from judgment upon the judgment and lien book of property; and it is further.
6. **ORDERED AND ADJUDGED**, that any and all liens on the premises as a result of a judgment lien entered on November 4, 2009 in the matter of PNC Bank v. Community Empowerment Organization, Inc., in Hudson County Superior Court, Docket No. L-002427-09, Judgment No. J-263343-2009, do not attach and are hereby released as to these premises described in the tax map of the City of Jersey City as Block 2013, Lot 23B and commonly known as 111 Arlington Avenue, Jersey City, New Jersey and that the Clerk of the Superior Court of New Jersey is hereby directed to enter a release of property from judgment upon the judgment and lien book of property; and it is further
7. **ORDERED AND ADJUDGED**, that the certificate of debt entered by the Department of Labor of the State of New Jersey in the Superior Court of New Jersey, Judgment No. DJ-134990-2008 on June 11, 2008, does not attach and is hereby released as to these premises described on the tax map of the City of Jersey City as Block 2013, Lot 23B and commonly known as 111 Arlington Avenue, Jersey City, New Jersey and that the Clerk of the Superior Court of New Jersey is hereby directed to enter a release of property from judgment upon the judgment and lien book for these premises; and it is further
8. **ORDERED AND ADJUDGED**, that this order of judgment shall operate to effectuate the reversion of title into the plaintiff City of Jersey City, a municipal corporation of the State of New Jersey without the necessity of a deed from the defendant Community Empowerment Organization, Inc. (CEO) for the premises more particularly described on the tax map of the City

of Jersey City as Block 2013, Lot 23B and commonly known as 111 Arlington Avenue, Jersey City, New Jersey and being the same premises previously conveyed by deed dated November 30, 2005 from the City of Jersey City, a municipal corporation of the State of New Jersey to Community Empowerment Organization, Inc. (CEO) and recorded on January 19, 2006 in Deed Book 7787, Page 252 in the Hudson County Register's office; and it is further

9. **ORDERED AND ADJUDGED**, that this order of judgment shall be recordable as a title document with the Register of Hudson County; and it is further

10. **ORDERED AND ADJUDGED**, that this order of judgment shall be recordable and filed with the Clerk of the Superior Court of New Jersey as her warrant and authority to enter on the lien and judgment book, the release of the liens of such judgment from the property described on the tax map of the City of Jersey City as Block 2013, Lot 23B and commonly known as 111 Arlington Avenue, Jersey City, New Jersey; and it is further

11. **ORDERED AND ADJUDGED**, that the real property described on the tax map of the City of Jersey City as Block 2013, Lot 23B and commonly known as 111 Arlington Avenue, Jersey City, New Jersey and affected and described in the Notice of Lis Pendens filed in the Hudson County Register's Office on February 11, 2010 in Book 435 at Page 78 be discharged of all claims or equities set up in the complaint and the Hudson County Register is directed to file this Order and shall note in the margin of the record of the Lis Pendens Notice the discharge thereof by this Order pursuant to N.J.S.A. 2A:15-17 and that this Order of Final Judgment shall serve as the Hudson County Register's sufficient warrant to discharge same.

*[Handwritten signature]*

*[Handwritten signature]*  
THOMAS P. OLIVERI, P.J.Ch.

*[Handwritten signature]*

*the record*

*1/19/11*

1. *[Faint text]*  
Deputy Clerk  
of the Superior Court of New Jersey  
County of Hudson, do hereby certify  
that the foregoing is a true and correct  
copy of the original filed in the  
County Clerk's Office.

FILED  
20110120010004830  
01/20/2011 11:01:02 AM  
DEEDMUN  
NUMBER OF PAGES : 4  
TCALLENDER



*[Handwritten signature]*  
Deputy Clerk of the Superior Court  
Date: 1/19/11

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-174

Agenda No. 10.Q

Approved: MAR 23 2011

TITLE:



## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 40 GARDNER AVENUE A/K/A BLOCK 1918, LOT 39

**COUNCIL**  
resolution:

offered and moved adoption of the following

**WHEREAS**, on September 10, 2009, Hazel Oliver Hayes (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$8,645.00 made under the HORP Program; and

**WHEREAS**, the loan was made for the purpose of making home improvements for a low or moderate income family and it self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

**WHEREAS**, the HORP program allows a homeowner to pay off the mortgage prior to the expiration of the five (5) years; and

**WHEREAS**, the mortgage affects property known as 40 Gardner Avenue, Jersey City, also known as Lot 39 in Block 1918; and

**WHEREAS**, according to the Division of Community Development, the Borrower has paid the City the sum of \$6,916.00 which is the balance of the loan amount owed to the City; and

**WHEREAS**, the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Hazel Oliver Hayes dated September 10, 2009 in the sum of \$8,645.00 affecting 40 Gardner Avenue, Jersey City, also known as Lot 39 in Block 1918.

IW/cw  
3-2-10

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required

Not Required

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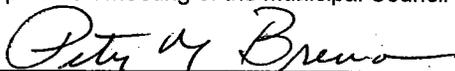
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/23/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 \_\_\_\_\_  
 Peter M. Brennan, President of Council

  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-175  
 Agenda No. 10.R  
 Approved: MAR 23 2011  
 TITLE: \_\_\_\_\_



## CANCELLATION OF 2010 REAL ESTATE TAXES ON BLOCK 60.04 LOT 21 QUAL T01 ALSO KNOWN AS 1 CANAL STREET

**COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, the Jersey City Tax Assessor has informed the Tax Collector's office that Block 60.04 Lot 21 Qual T01 was erroneously assessed; and

**WHEREAS**, the property still shows open, based on the assessments which should have been canceled; and

**WHEREAS**, the Tax Collector has deemed these charges to be uncollectible; and

**WHEREAS**, the Tax Collector requests the charges in the amounts of \$ 10,354.50 be cancelled; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the amount of \$10,354.50 is hereby cancelled.

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

**APPROVED 9-0**  
**3/23/11**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

**CITY OF JERSEY CITY  
INTERDEPARTMENTAL MEMORANDUM  
OFFICE OF THE TAX ASSESSOR**

**DATE:** 4 MARCH 2011  
**TO:** MAUREEN COSGROVE, TAX COLLECTOR  
**FROM:** EDUARDO TOLOZA, CITY TAX ASSESSOR  
By: MICHELE HENNESSEY, DEPUTY TAX ASSESSOR  
**SUBJECT:** BLOCK 60.04 LOT 21 QUAL. T01  
ADDRESS: 1 CANAL STREET  
OWNER: BOYS & GIRLS CLUB OF JERSEY CITY

=====

Please be advised that the proper documentation was not provided by the property owner regarding the above-captioned line item, prior to the cellular antenna being assessed for tax year 2010. Therefore, an erroneous assessment was placed on the property. Subsequently, the property owner provided the requested documentation. Kindly prepare a resolution refunding taxes for tax year 2010 in the amount of \$10,354.50.

If you have any questions, please do not hesitate to contact me at x.5130.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-176

Agenda No. 10.S

Approved: MAR 23 2011



**TITLE: RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH LACKAWANNA WAREHOUSE CORPORATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE**

**COUNCIL AS A WHOLE**, offered and moved adoption of the following Resolution:

**WHEREAS**, the Jersey City Fire Department is mandated to provide training for prospective Fire Fighter candidates, and

**WHEREAS**, the City of Jersey City does not have an indoor facility large enough to accommodate said training, and

**WHEREAS**, the Lackawanna Warehouse Corporation has a facility large enough to accommodate said training at 234 16<sup>th</sup> Street in Jersey City, and

**WHEREAS**, the Lackawanna Warehouse Corporation has agreed that there will be no cost to the City or Fire Department for use of their facility, however, the City shall be responsible for all utility costs for the period of the lease, and

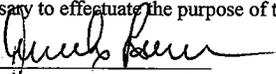
**WHEREAS**, the Fire Department will use the facility from March 14 to May 1, 2011, and

**WHEREAS**, the Lackawanna Warehouse Corporation requires indemnification and a letter of insurance from the City, and

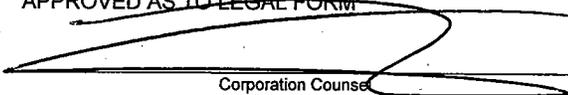
**WHEREAS**, the agreement will specify the City's responsibilities to the owners of the facility, including an indemnification and held harmless clause in which the owner cannot be held liable for injuries received by participants in this training, and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying the Lackawanna Warehouse Corporation for the use of their facility by the Fire Department for candidate training;
2. The Risk Manager is authorized to issue a letter of insurance to the Lackawanna Warehouse Corp. to cover this training;
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

**APPROVED:**   
Armando Roman, Director  
Fire & Emergency Services

**APPROVED:**   
Business Administrator

**APPROVED AS TO LEGAL FORM:**   
Corporation Counsel

Certification Required   
Not Required

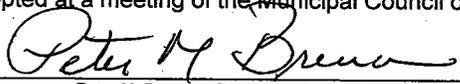
**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk



**CITY OF JERSEY CITY**  
**FIRE DEPARTMENT**



**INTERDEPARTMENTAL MEMORANDUM**

To: Peter Soriero  
Risk Manager

From: Jerome Cala *JC*  
Deputy Director

Date: March 1, 2011

Re: Request for Letter of Insurance

---

The Fire Department is mandated to provide training for prospective fire fighter candidates. The Department has arranged to use the facility at Lackawanna Warehouse located at 234 16<sup>th</sup> Street. Lackawanna Warehouse Corporation has requested a letter of insurance from Jersey City. I am requesting your assistance to provide a letter of insurance. A resolution is attached for your review.

If you need any additional information, please give me a call. Thank you for your assistance.

c: Armando Roman, Director

*OK*  
*[Signature]*  
*3/1/11*

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-177  
 Agenda No. 10.T  
 Approved: MAR 23 2011  
 TITLE:



**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY AT 80 FIRST STREET (BLOCK 77, LOT 57.99 AND 59 WITHIN THE HUDSON EXCHANGE REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City is the owner of property listed below which lies within the Hudson Exchange Redevelopment Area:

<u>BLOCK</u>	<u>LOT</u>	<u>ADDRESS</u>
77	57.99 (formerly 57 & 58)	80 First Street
	59	246 Greene Street

and

**WHEREAS**, the property is vacant land; and

**WHEREAS**, by Resolution No. 07-146 the Municipal Council authorized a License Agreement with the Jersey City Redevelopment Agency for access to said property; and

**WHEREAS**, on February 28, 2007 the City and the Agency entered into a License Agreement to perform various studies and investigations related to the redevelopment of the site pursuant the Hudson Exchange Redevelopment Plan; and

**WHEREAS**, said License Agreement was for a term of three years.

**WHEREAS**, the Jersey City Redevelopment Agency wishes to continue to utilize and access the above referenced property for pre-development studies, etc and therefore, it is necessary for the City of Jersey City and the Jersey City Redevelopment Agency to extend the License Agreement for a period of three years.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the License Agreement with the Jersey City Redevelopment Agency is extended for a term of three years.

APPROVED: Carl Cappilino  
 APPROVED: Jim Pelly  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

02011046

Certification Required   
 Not Required

APPROVED 9-0  
 3/23/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/23/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
 Peter M. Brennan, President of Council

Robert Byrne  
 Robert Byrne, City Clerk

**ORDINANCE/RESOLUTION FACT SHEET**

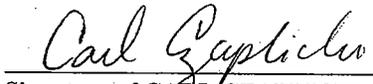
This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. **Full Title of Ordinance/Resolution/Cooperation Agreement:**  
**RESOLUTION EXTENDING A LICENSE AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY ALLOWING USE AND ACCESS TO CITY OWNED PROPERTY AT 80 FIRST STREET (BLOCK 77, LOT 57.99) AND 246 GREENE STREET (BLOCK 77, LOT 59)**
2. **Name and Title of Person Initiating the Ordinance/Resolution, etc.:**  
Mary Patricia Noonan, Project Manager, JCRA 201-547-4853
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
This Resolution will authorize the Jersey City Redevelopment Agency, its agents or assignees, continued access to 80 First Street (Block 77, Lot 57.99) and 246 Greene Street (Block 77, Lot 59) for pre-development and environmental studies.
4. **Reasons (Need) for the Proposed Program, Project, etc:**  
The JCRA has been charged with the responsibility of preparing the above property for future redevelopment to assist in the Powerhouse Project.
5. **Anticipated Benefits to the Community:**  
Access requirement for development of the Powerhouse Project.
6. **Cost of Proposed Program, Project, etc. (Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.):**  
N/A
7. **Date Proposed Program or Project will Commence:**  
Project is on-going.
8. **Anticipated Completion Date:**  
Approximately 3 years from commencement.
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**  
Robert P. Antonicello, Executive Director, JCRA
10. **Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.

  
\_\_\_\_\_  
Signature of **ROBERT P. ANTONICELLO**  
Executive Director  
Jersey City Redevelopment Agency

3/8/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of **CARL CZAPLICKI**, Director  
Department of Housing Economic Development  
and Commerce

3/9/11  
\_\_\_\_\_  
Date

## LICENSE AGREEMENT

The **AGREEMENT** is made this \_\_\_\_\_ day of March, 2011, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, hereinafter designated as "**Licensor**" or "**City**" and **JERSEY CITY REDEVELOPMENT AGENCY**, (and its employees, agents, invitees, and contractors), a body corporate and politic of the State of New Jersey with offices at 30 Montgomery Street, Jersey City, New Jersey 07302, hereinafter designated as "**Licensee**".

**WITNESSETH** that:

1. The City of Jersey City and the Jersey City Redevelopment Agency entered into a License Agreement on February 28, 2007 and this License Agreement is for continued access to the site.
2. The Licensor is the owner of property designated on the official tax map of the City of Jersey City as Block 77, Lot 57.99 (80 First Street) and Block 77, Lot 59 (246 Greene Street) hereinafter designated as "the Property".
3. The Licensor agrees to permit the Licensee and/or its designated assignee, to enter onto the Property as shown on the map included as Exhibit A for the purpose of performing various studies and investigations related to the redevelopment of the site pursuant to the Hudson Exchange Redevelopment Plan.
- 4.. The Licensee, its agent(s) or assignee shall defend, indemnify, save and hold harmless the Licensor from any and all accidents, losses, damages, claims, demands, suits, liens, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature arising, or alleged

to arise, by reason of this Agreement or the use of the Property by the Licensee or any of its agents, assignees, servants, employees, contractors, subcontractors or invitees, in on or about the Property for the purposes set forth above with its permission, or outside the scope of the above permitted use. The obligations of the Licensee its agent(s) or assignee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.

5. Upon assignee's request to access the site, assignee shall provide property damage and Comprehensive General Liability Insurance for an amount not less than \$1,000,000. or such other type and amount as is deemed or appropriate by the Licensor. The Licensee shall furnish to the Licensor a Certificate of Insurance for the benefit of the Licensee and Licensor and naming the Licensor, its employees or agents as additional named insured and covering the property herein described. The obligations of the Licensee or its agent(s) or assignee to indemnify the Licensor pursuant to this Section shall survive any termination of this Agreement.

6. The Licensee its agent(s) or assignee shall further furnish to the Licensor evidence that it has statutory workers compensation insurance for the protection of any of the employees or agents of the Licensee.

7. All accidents or injuries to persons, or any damages, etc., occurring as a result of or in connection with the Licensee's use of the property, shall be reported immediately to the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

8. The Licensee shall furnish to the Licensor evidence that it has automobile, machinery and equipment insurance in the amounts satisfactory to the Licensor and in no case lower than the full statutory amounts required.

9. The Licensee accepts sole responsibility for any or all security, if necessary, for its equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors, subcontractors and invitees while on the property, at no cost to the City of Jersey City.

10. Any equipment installed or used by the Licensee, its agent(s) or assignee in connection with its use of the property that may be removed without damage to the property shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than five (5) days thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

11. The Licensee shall provide in writing to the Licensor the names of two (2) authorized representatives of the Licensee, its agent(s) or assignee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

12. All Notices and payments between the parties hereto shall be addressed and delivered to the following:

**Licensor:** City of Jersey City  
Business Administrator  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

**Licensee:** Jersey City Redevelopment Agency  
Attn.: Executive Director  
30 Montgomery Street, Room 900  
Jersey City, N.J. 07302

13. All of the above terms and conditions shall be binding on the Licensee, its agent(s) or assignee, Licensor and all other parties connected with the event for which the property is herein licensed. Any and all violations of the terms and conditions of the said agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

14. This License shall commence on the day of execution by the Jersey City Business Administrator and shall terminate in three (3) years.

15. The permission for use of the Property may be revoked by Licensor at any time without cause upon thirty (30) days advance written notice. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the Property which occurred on or prior to the date of revocation.

16. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the property by the Licensee will be repaired by the Licensee its agent(s) or assignee at its own cost and expense.

17. The permission to use City-owned property is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee, its agent(s) or designee(s) from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

18. The entire agreement between the Licensor and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

19. Agency officials, officers, directors or employees shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

20. The Licensee's use of the property shall keep all public streets free and clear of obstructions and shall not interfere with their use.

21. The Licensee's use of the property shall be in accordance with all ordinances and regulations of the City of Jersey City which are applicable to the intended use of the property by the Licensee.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

By: \_\_\_\_\_  
**JOHN KELLY**  
Business Administrator

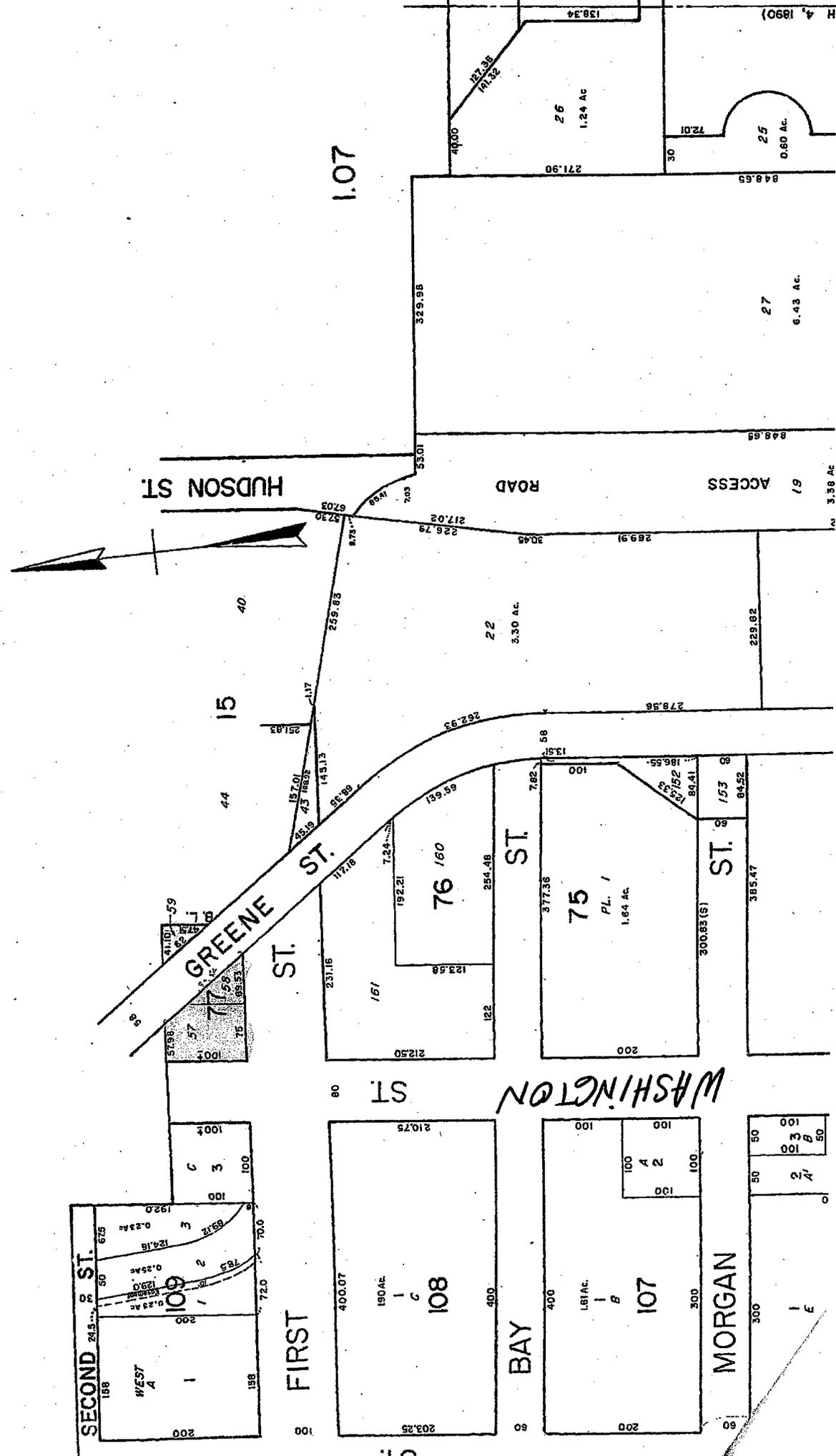
**JERSEY CITY REDEVELOPMENT  
AGENCY**

\_\_\_\_\_  
**ROBERT P. ANTONICELLO**  
Secretary

By: \_\_\_\_\_  
**JAMES K. MORLEY**  
Chairman

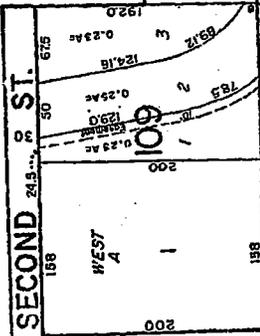
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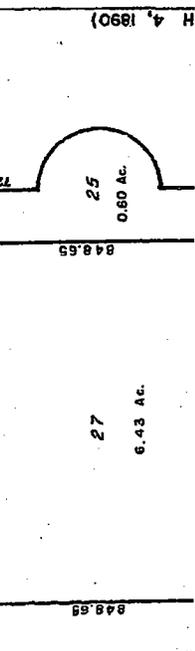
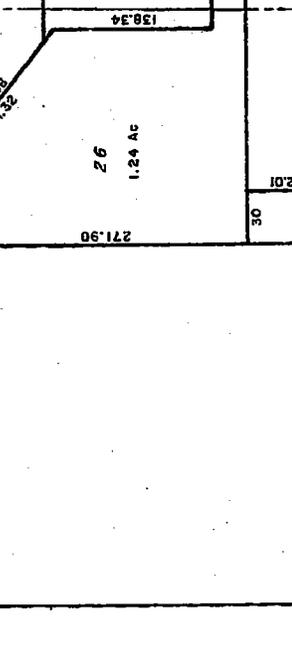
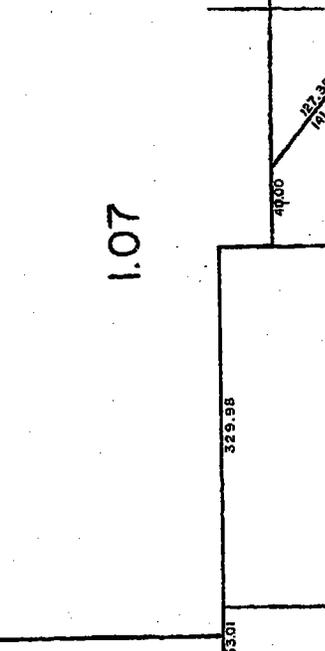
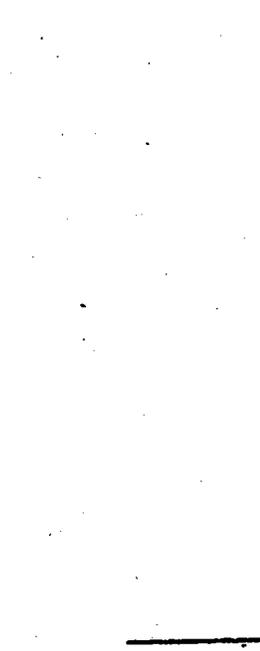
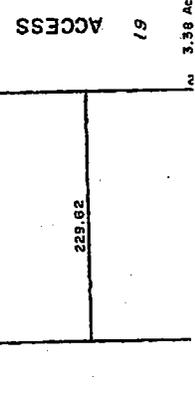
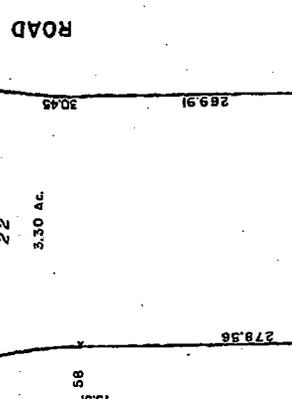
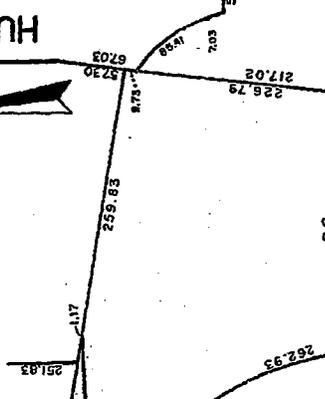
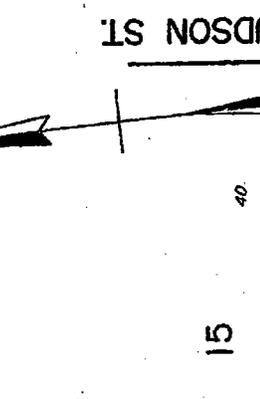
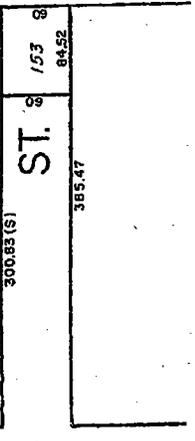
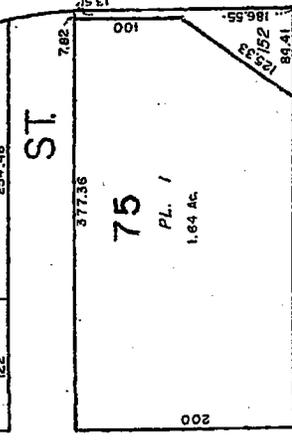
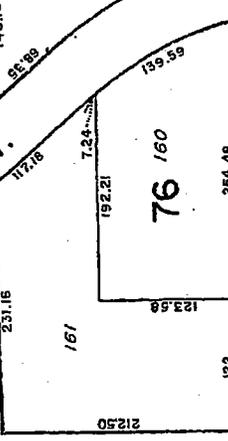
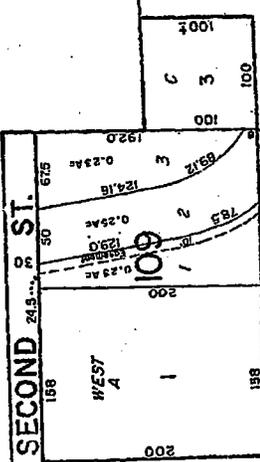
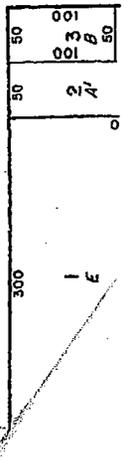
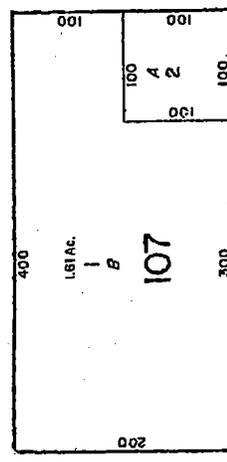
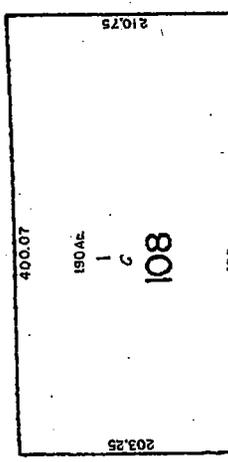
WASHINGTON



FIRST

BAY

MORGAN



# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-178

Agenda No. 107U

Approved: MAR 23 2011

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ACCEPTING A GRANT AND AUTHORIZING THE EXECUTION OF A GRANT  
AGREEMENT WITH THE COUNTY OF HUDSON DEPARTMENT OF HEALTH AND  
HUMAN SERVICES OFFICE ON AGING**

**COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION  
of the following Resolution:**

WHEREAS, the City of Jersey City, Department of Health and Human Services Division of Senior Citizen Affairs (City) is desirous of entering into a grant agreement with the County of Hudson Department of Health and Human Services Office on Aging (County) in order to provide meals to senior congregate sites and to homebound elderly over the age of 60 years to ensure their well being; and

WHEREAS, this grant is for the period of January 1, 2011 thru December 31, 2011 in the amount of \$1,067,656; and

WHEREAS, the City will provide monetary matching funds in the amount of \$266,914 which will be allocated under CY 2011 temporary budget; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services Office on Aging.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is authorized to accept for the City of Jersey City, Department of Health and Human Services Division of Senior Citizen Affairs a grant for calendar year 2011 in the amount of \$1,067,656 from County of Hudson Department of Health and Human Services Office on Aging.
2. The City will provide monetary matching funds in the amount of \$266,914.
3. The Mayor and/or Business Administrator is authorized to execute the grant agreement, in substantially the form of the attached.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

**County of Hudson  
Department of Human Services  
Area Agency on Aging**

**Attachment A**

**Standard Language Document**

This Agreement is effective as of the date recorded on the signature page between the County of Hudson and the SUBGRANTEE identified on the signature page.

**Whereas** the County of Hudson has approved certain moneys for the purchase of services related to the elderly; and

**Whereas** the County has designated the Hudson County Area Agency on Aging ("HCAAA") of the County Department of Health and Human Services ("Department") as the administrative office of the County responsible for the administration of monies allocated by the County for services under this Agreement; and

**Whereas**, the New Jersey Department of Health and Senior Services (the "NJDHSS") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of elderly service programs; and

**Whereas** the County desires that the SUBGRANTEE provide services and the SUBGRANTEE has agreed to provide said services, in accordance with the terms and conditions contained in this Contract;

THEREFORE the Department and the SUBGRANTEE agree as follows:

**I. Definitions**

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex (es) means the attachment(s) to this document containing programmatic and financial information.

Contract means the document, the Annex (es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents. The Contract constitutes the entire Agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the SUBGRANTEE. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed

to the persons and addresses specified for such purpose in the Annex (es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address know by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term, that results from action taken by the Department or SUBGRANTEE in accordance with the provisions contained in this Contract.

## II. Basic Obligation of the Department

Section 2.01 Payment. As established in the Annex (es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex (es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex (es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.08 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials Upon written request of the SUBGRANTEE, the Department shall make available to the SUBGRANTEE copies of federal and State regulations and other material specifically referenced in this document.

## III. Basic Obligation of the SUBGRANTEE

Section 3.01 Contract Services The SUBGRANTEE shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting The SUBGRANTEE shall submit to the Department programmatic and financial reports on forms provided by the Department and any additional forms that may be required to meet reporting requirements under this agreement. The report frequency and due date(s) are specified, and sample forms to be used are included in the Annex (es), or otherwise made available by the Department.

Section 3.03 Compliance with Laws The SUBGRANTEE agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; federal and State laws relating to safeguarding of client information; the federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulation referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Set-Off for State Tax Pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer (SUBGRANTEE), partnership or corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner, or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction, which might be attributable to the taxpayer, partner, or shareholder subject to, set-off under this Act.

The Director of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.05 Affirmative Action During the performance of this Contract, the SUBGRANTEE agrees as follows:

The SUBGRANTEE and its subcontractors, 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, sex or disability. Except with respect to affectional sexual orientation, the SUBGRANTEE will take to ensure that such applicants are recruited and employed.

The SUBGRANTEE will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUBGRANTEE 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 SUBGRANTEE and its subcontractors, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the SUBGRANTEE, shall state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.

The SUBGRANTEE and its subcontractors, 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 union or workers' representative of the SUBGRANTEE's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The SUBGRANTEE and its subcontractors, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amend and supplemented from time to time.

The SUBGRANTEE and its subcontractors agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital

status. Affectional or sexual orientation, sex or disability, and that it will discontinue the use of any recruitment agency, which engages in direct or indirect discriminatory practices.

The SUBGRANTEE and its subcontractors agrees to revise any of its testing procedures, if necessary, to assure that all personnel 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.

The SUBGRANTEE and its subcontractors agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The SUBGRANTEE and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Section 3.06 Department Policies and Procedures. In the administration of this Contract, the SUBGRANTEE shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.07 Financial Management System. The SUBGRANTEE's financial management system shall provide for the following:

- a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the SUBGRANTEE;
- b) records adequately identifying the source and application of all SUBGRANTEE funds and all funds administered by the SUBGRANTEE. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income;
- c) effective internal control structure over all funds, property and other assets. The SUBGRANTEE shall adequately safeguard all such assets and shall ensure that they used solely for authorized purposes;
- d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the SUBGRANTEE;
- e) accounting records supporting by source documentation;
- f) procedures to minimized elapsed time between any advance payment issues and the disbursement of such advance funds by the SUBGRANTEE; and

- g) procedures consistent with the provisions of any applicable Department policies and procedures for determining the reasonableness, allowability and allocability of costs under this Contract.

Section 3.08 Audit The Department requires submission of the SUBGRANTEE's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accounts and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the SUBGRANTEE's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the SUBGRANTEE under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and /or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The SUBGRANTEE is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the SUBGRANTEE continues to be subject to such audit until it is completed and resolved.

Section 3.09 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair or modification of public works or public buildings to which the federal government is a party, or any contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the SUBGRANTEE must pay the prevailing wages to each designated worker class engaged under the contract at wage rates determined by the U.S. Secretary of Labor.

In addition, any State funds in excess of \$2,000 utilized through a subsequent SUBGRANTEE contract or subcontract for any public work in which the Department is a party, or for public work to be done on property or premises leased or to be leased by the Department shall comply with N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said contracts or subcontracts. The SUBGRANTEE must determine of the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

#### IV. Termination

The Department may terminate or suspend this Contract in accordance with the section listed below.

Section 4.01 Termination for Convenience by the Department or SUBGRANTEE. The Department or SUBGRANTEE may terminate this Contract upon 60 days written advance notice to the other party for any reason whatsoever, including lack of funding by the Department.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduce its allocation to the Department, the Department reserves the right, upon notice to the SUBGRANTEE, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause. If the SUBGRANTEE fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the SUBGRANTEE in default status, and take any action(s) listed in accordance with Department Policy Circular P9.05, Contract Default. Notice shall follow the procedures established in the Policy Circular.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to expiration, in whole or in part, whenever it is determined that the SUBGRANTEE has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the SUBGRANTEE's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of paragraph IV. Or Policy Circular P9.05, Contract Default, the SUBGRANTEE shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the SUBGRANTEE could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The SUBGRANTEE and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.08 Audit.

## **V. Additional Provisions**

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

Section 5.02 Assignment and Subcontractors. This Contract, in whole or in part, may not be assigned by the SUBGRANTEE or assumed by another entity for any reason, including but not limited to changes in the corporate status of the SUBGRANTEE, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may (i) approve the assignment and continue the Contract to term; (ii) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (iii) disapprove the assignment and either terminate the Contract or continue the Contract with the original SUBGRANTEE.

Section 5.03 Client Fees. Other than as provided for in the Annex (as) and/or Department-specific policies, the SUBGRANTEE shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The SUBGRANTEE shall assume all risk of an responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and it employees from and against any and all claims, demands, suits, actions, recoveries, judgements and costs, and expenses in

connection therewith on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (i) the work, service or materials provided under this Contract; or (ii) any failure to perform the SUBGRANTEE's obligations under this Contract or any improper or deficient performance of the SUBGRANTEE's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the SUBGRANTEE under this Contract, nor shall they be construed to relieve the SUBGRANTEE from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The SUBGRANTEE shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the SUBGRANTEE fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the SUBGRANTEE, reduce payment to the SUBGRANTEE by the amount of the premium payment.

Section 5.06 Modification and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplement shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the SUBGRANTEE or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the SUBGRANTEE in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The SUBGRANTEE agrees in the performance of this Contract to be sensitive to the needs of the minority population of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The SUBGRANTEE shall make programs linguistically appropriate and culturally relevant to undeserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, SUBGRANTEE shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights. The Department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or

federally-funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract and subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the SUBGRANTEE has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the SUBGRANTEE

Section 5.12 Sufficiency of Funds. The SUBGRANTEE agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract confirmation letter shall be sent by the Department to the SUBGRANTEE prior to the effective date of the Contract. The confirmation shall include the Contract term and the negotiated Contract reimbursable ceiling. The confirmation letter shall be signed by the authorized SUBGRANTEE signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), other than the Initial Advance Payment will be approved until the Bureau of Financial Reporting is in receipt of a properly executed confirmation letter.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be initiated that follows the same procedure as the Contract confirmation letter.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining. State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with SUBGRANTEE management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the SUBGRANTEE during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Subgrantees that Contract with the Department are employees of the SUBGRANTEE, not the State or County.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Subgrantees are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Health and Human Services.

As such, the SUBGRANTEE acknowledges that it is an independent SUBGRANTEE, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the SUBGRANTEE is responsible for the organization's overall function, including the overseeing and monitoring of its operations, the establishing of salary and benefit levels for its employees, and the handling of all personnel matters as the employer of its workers.

The SUBGRANTEE acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with SUBGRANTEE through regulatory oversight and ensuring contractual performance, the SUBGRANTEE understands that the Department is not the employer of any SUBGRANTEE employees.

The SUBGRANTEE further acknowledges that while the Department reimburses the SUBGRANTEE for all allowable costs under this Agreement, this funding mechanism does not translate into the Department's being responsible for any of the elements of any collective bargaining agreements into which SUBGRANTEE may enter. Moreover, the SUBGRANTEE understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a contract with the State of New Jersey. All such parties must meet a standard of responsibility which assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of the Executive Order No. 189, no Subgrantee shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee, as defined by N.J.S.A. 52:13D-13B and e, in the Department of Treasury or any other agency with which such subgrantee transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13I, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any subgrantee to the Attorney General and the Executive Commission on Ethical Standards.

No subgrantee may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Subgrantee to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the actuality or appearance of a conflict of interest.

No subgrantee shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgement of said officer or employee.

No subgrantee shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Subgrantee or any other person.

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Subgrantees under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethnic Standards may promulgate

**Contract Signatures and Dates**

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V and any related Annexes.

This contract contains **10** pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

**As to the COUNTY:**

**As to the SUBGRANTEE:**

**By:** \_\_\_\_\_  
(signature)

**By:** \_\_\_\_\_  
(signature)

**Thomas A. DeGise**  
\_\_\_\_\_  
(type name)

**Jerramiah T. Healy**  
\_\_\_\_\_  
(type name)

**Title:** \_\_\_\_\_

**Title:** Mayor, City of Jersey City

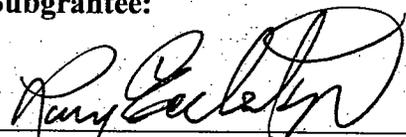
**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Departmental Representative:**

**Subgrantee:**

\_\_\_\_\_  
**Sandra Vasquez, Executive Director**  
**Hudson County Area Agency on Aging**

  
\_\_\_\_\_  
**Larry Eccleston, Director,**  
**Division of Senior Citizen Affairs**  
**City of Jersey City**

**Contract Effective Date:** January 1, 2011

**Contract Expiration Date:** December 31, 2011

**Contract Number:** 205

**Contract Ceiling:** \$313,422

**Federal ID#** 22-600-2013

**Contract Signatures and Dates**

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V and any related Annexes.

This contract contains **10** pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

**As to the COUNTY:**

**As to the SUBGRANTEE:**

**By:** \_\_\_\_\_  
(signature)

**By:** \_\_\_\_\_  
(signature)

Thomas A. DeGise  
(type name)

Jerramiah T. Healy  
(type name)

**Title:** \_\_\_\_\_

**Title:** Mayor, City of Jersey City

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Departmental Representative:**

**Subgrantee:**

\_\_\_\_\_  
Sandra Vazquez, Executive Director  
Hudson County Area Agency on Aging

\_\_\_\_\_  
Larry Eccleston, Director  
Division of Senior Citizen Affairs  
City of Jersey City

**Contract Effective Date:** January 1, 2011

**Contract Expiration Date:** December 31, 2011

**Contract Number:** 205, 206 & 207

**Contract Ceiling:** \$1,067,656

**Federal ID#** 22-600-2013

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-179  
 Agenda No. 10.V  
 Approved: MAR 23 2011  
 TITLE:



**RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH JOHN MILNER AND ASSOCIATES IN CONNECTION WITH RESERVOIR #3 - HISTORIC PRESERVATION PLAN/HISTORIC STRUCTURES REPORT, PROJECT NO. 2007-031, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE.**

**COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, Resolution 09-558, approved on July 15, 2009, authorized a professional services agreement with John Milner and Associates (JMA) to provide services in connection with Historic Preservation Plan/Historic Report Structures of Reservoir #3; Jersey City, New Jersey; and

**WHEREAS**, the project experienced significant delays due primarily to the change in personnel in the Division of Architecture which necessitated a thorough review of this project with the Reservoir Preservation Alliance to accurately determine current status as well as outstanding project deliverables; and

**WHEREAS**, now that a thorough review has been made by Brian Weller, Director of the Division of Architecture, and the Reservoir Preservation Alliance, JMA can now re-mobilize its project team to complete the remainder of the project in a timely manner; and

**WHEREAS**, the City of Jersey City and the Reservoir Preservation Alliance desire to move forward with this project and it necessary to extend the contract term by an additional fifteen (15) months; and

**WHEREAS**, no additional funds are needed as funding is encumbered under P.O. No. 97110 and 9711.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. a. The contract with John Milner Associates is amended to extend the contract term by an additional fifteen (15) months effective as of June 1, 2010; and
- b. All other terms and conditions of the agreement shall remain in full force and effect.

APPROVED: *[Signature]*  
 APPROVED: *[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*[Signature]*  
 Peter M. Brennan, President of Council

*[Signature]*  
 Robert Byrne, City Clerk

## AGREEMENT

Agreement made this *30th* day of *November*, 2009, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY"), the Reservoir Preservation Alliance ("RPA"), and JOHN MILNER ASSOCIATES, 5250 CHEROKEE AVENUE, SUITE 300, ALEXANDRIA, VIRGINIA 22312 ("CONSULTANT").

WHEREAS, the City/RPA requires the services of a **professional Architectural Firm** in connection with the City's **Reservoir #3 - Historic Preservation**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to **preparation of a historic preservation plan/historic structures report**.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### ARTICLE I

#### Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY/RPA with professional **Architectural Firm** services in connection with **Reservoir #3 - Historic Preservation**

### ARTICLE II

#### Scope of Services

1. CONSULTANT shall perform for the CITY/RPA all of the required professional **Architectural Firm** services in accordance with the Request for Qualifications (RFQ) prepared by the Division of Architecture dated **January, 2009** and the proposal prepared by the CONSULTANT dated **May 22, 2009**. The RFQ and Proposal are attached hereto and incorporated herein by reference. The RFQ and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of the RFQ and the provisions of the Proposal, the provisions of the RFQ shall govern over the provisions of the Proposal.

2. With the exception of Post-Occupancy Review Services, CONSULTANT services shall be performed during a period of **one hundred eighty (180) days..**

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the CITY/RPA and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY/RPA.

### ARTICLE III

#### Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY/RPA. As an independent contractor, CONSULTANT shall be solely responsible for determining how the consulting services described in the Scope of Services are to be performed.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

### ARTICLE IV

#### Compensation and Payment

1. Compensation for the performance of professional services described in this Agreement will be on a monthly basis in accordance with the attached proposal dated **May 22, 2009** with a total cost not to exceed **THREE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED ONE AND 00/00 (\$355,601.00) DOLLARS.**

2. CONSULTANT shall submit to CITY/RPA invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal

prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY/RPA for approval prior to payment.

## ARTICLE V

### Insurance

1. CONSULTANT shall purchase and maintain the following insurance during the terms of this Contract.

- A. **Comprehensive General Liability:** including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured the CONSULTANT with not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY OF JERSEY CITY, its agents, servants shall be named as additional insured.
- B. **Automobile Liability Coverage:** covering as insured the CONSULTANT with not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.
- C. **Workmen's Compensation Insurance:** benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000) DOLLARS (Statutory).
- D. **Professional Liability Insurance:** covering as insured the CONSULTANT with not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS limit of liability.

**Before commencing the work,** the CONSULTANT shall furnish the CITY/RPA certificates of such insurance upon execution of this Contract. All certificates, with the exception of the one for professional liability insurance, shall name the City of Jersey City as an additional insured.

3. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.
- B. Professional Liability Insurance should be kept in force until at least one (1) year after substantial completion of construction.

## ARTICLE VI

### Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY/RPA, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY/RPA and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY/RPA and the CONSULTANT.

## ARTICLE VII

### Progress Report

The CONSULTANT shall prepare and send to the CITY/RPA on a **Bi-Monthly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the

CONSULTANT shall state the reason for such delay in this report.

## ARTICLE VIII

### Suspension or Termination

1. **Termination:** CITY/RPA and CONSULTANT shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY/RPA with respect thereto.

2. **Suspension:** CITY/RPA shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY/RPA, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY/RPA for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY/RPA with respect thereto.

## ARTICLE IX

### Mediation

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be initially submitted to non-binding Mediation. Following issuance of a notice of claim, the Mediator shall be chosen by each party to the dispute providing the other party with three to five names of proposed mediators, within two weeks of the issuance of the Notice of Claim. The proposed mediators shall be retired New Jersey Judges, attorneys with construction litigation experience, licensed New Jersey Mediators, or licensed New Jersey Architects with mediation experience.

Along with the names, each party shall provide to the other party biographical information regarding each of its proposed mediators and a statement as to whether there has been any professional or personal relationship between the proposed mediator and the party. If any of the same names appear on both lists, one of those individuals will serve as mediator. If there is no uniformity between the lists, and no agreement can be reached between the parties, each party shall have the opportunity to delete two mediators from the other party's list and the mediator shall be randomly selected from the remainder by a neutral party. The mediation shall occur within 90 days of the selection of the mediator.

2. Any disputes or claims arising out of this Agreement, or breach thereof, which are not resolved by way of mediation shall be submitted to Arbitration, before a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his/her award.

3. A demand for arbitration shall be in writing no later than five (5) business days after the conclusion of the mediation procedure set forth in Paragraph 1 of this section.

4. All costs related to the payment of the Mediator and Arbitrator shall be divided equally among the parties to the proceeding.

## **ARTICLE X**

### **Nondiscrimination**

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

## ARTICLE XI

### Compliance with Equal Employment Opportunity/Affirmative

#### Action Plan

1. If the Contract Agreement exceeds \$21,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. Consultant 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:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

## ARTICLE XII

### COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis is disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included

as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

### **ARTICLE XIII**

#### **Indemnity**

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY/RPA and employees of the CITY from any damages and from costs and expenses to which the CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from negligent acts, errors, or omissions of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify the CITY/RPA, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

### **ARTICLE XIV**

#### **ENTIRE AGREEMENT**

1. This Agreement constitutes the entire agreement between CITY/RPA and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.
2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

## ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

### MANDATORY BUSINESS REGISTRATION REQUIREMENTS

#### Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

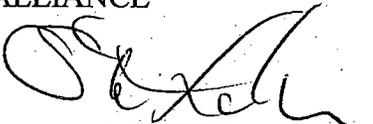
  
BRIAN GREILLY  
Business Administrator

  
ROBERT BYRNE  
City Clerk

Date: 11/30/09

Date: 11/30/09

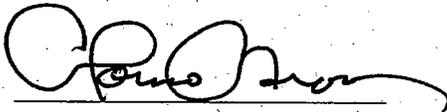
RESERVOIR PRESERVATION ALLIANCE

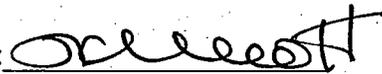
  
STEVEN LATHAM, PRESIDENT

Date: 11/10/09

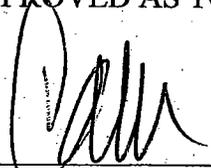
ATTEST:

JOHN MILNER ASSOCIATES

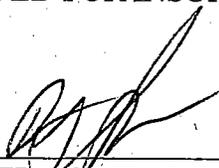


BY: 

APPROVED AS TO LEGAL FORM

  
CARMINE SCARPA  
Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

  
PETER SORIERO  
Risk Manager

## **INTRODUCTION**

The City of Jersey City - Division of Architecture is seeking lump-sum Proposals (RFP) for the Professional Services of a Historic Preservation Architect Consultant and Site/Civil sub-consultants to prepare a Historic Preservation Plan / Historic Structures Report, and other work as outlined below, for a planned historic preservation of the property known as Reservoir No. 3 in Jersey City. This project is being funded in part by a grant provided by the Hudson County Open Space Trust Fund, as well as the City's Capital Improvement Program. Consultants responding to this RFP are advised that proposals are prepared at its own cost and expense. Consultants will be required to comply with all laws against discrimination, and with Affirmative Action rules. Consultants responding to this RFP are advised that all Proposals received carry a validity period of sixty (60) days from date of submission. Accordingly, all Proposals received may not be withdrawn for a period of sixty (60) calendar days without written consent of the City of Jersey City.

## **OVERVIEW AND OBJECTIVES**

Reservoir No. 3 occupies a 13.13 acre city block in the Heights section of Jersey City. It is bound by Summit Avenue, Pershing Plaza, Central Avenue, and Jefferson Avenue. The Reservoir is a structure with exterior retaining walls composed of earthen berms and puddle clay, with an exterior facing of random ashlar stone and masonry copings. The walls range in height from about 8 to 20 feet above grade. The site is surrounded by dense urban development, and many buildings in the immediate area were constructed in the late 19<sup>th</sup> century. Reservoir No. 3 has not been used for many decades, and the interior has slowly been reclaimed by nature. Within the Reservoir interior are three buildings directly related to its former operation.

Over the years, the site has attained a standing in the community as a natural preserve, as well as a site which contains an important part of Jersey City's industrial heritage. The Jersey City Reservoir Preservation Alliance (RPA) has labored for many years to convince state and local authorities to consider the important historic and natural value of the site, which has been recognized by the State Historic Preservation Office (SHPO) as a site worthy of official designation. The site also likely contains wetlands, per an informal review by the New Jersey Department of Environmental Protection (NJDEP), and the City has entered into a Contract with a Site/Civil Consultant to provide base and topographic mapping, and to obtain a Letter of Interpretation from the NJDEP. The Civil/Site Consultant will also attempt to determine the origin and nature of any fill material deposited in the Reservoir in recent history.

The intent is to preserve the character-defining elements of this historic resource while recognizing that ecologically natural succession will continue to take place throughout the site. Implicit in honoring the natural succession and environmental aspects within and around the disused structures should be an acknowledgment that this natural evolution provides much of the charm and public appeal to Reservoir #3. Therefore, analysis-design should yield a final plan that maximizes safe public enjoyment, as well as one that supports and helps sustain the regional flora and the local and migratory fauna. In other words, preservation and maintenance of the natural environment are as crucial to the development as are historical considerations. The introduction of appropriate accessory features, such as a boardwalk, informal paths, blinds, signage, etc. is encouraged as is the adaptive and aesthetic reuse of buildings, hydraulic equipment, and other essential components that might enhance public enjoyment and access, while continuing to respect historical and environmental aspects.

## **SCOPE OF BASIC PROFESSIONAL SERVICES**

The scope of professional services will include but not be limited to the following:

**Historic Preservation Plan:** The City's consultant shall prepare a Needs Assessment Study and Historic Preservation Plan/Historic Structures Report generally consistent with the Historic Preservation Offices' *Historic Structure Reports & Preservation Plans, A Preparation Guide*. It shall also be in accordance with the Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties with Guidelines for Preservation, Rehabilitation, Restoration, and Reconstructing Historic Buildings. The Needs Assessment and Historic Preservation Plan must:

1. Identify, describe and evaluate:
  - a. Historic and architectural significance and integrity
  - b. Local setting and context
  - c. History and evolution of the property
  - d. Exterior and interior conditions

2. Recommend necessary improvements and establish priorities for the immediate and necessary repairs to the site, retaining walls, and buildings, in a multi-phase process as outlined, for its conversion to a historic cultural resource:
  - a. Summarize applicable materials analysis
  - b. Evaluate structural integrity of the retaining walls and buildings
  - c. Evaluate code compliance
  - d. Establish a prioritized scope of repairs for immediate, near-term, mid-term and long-term intervention.
  - e. Establish a preliminary budget for recommended scope of repairs and for phased construction.

The Reservoir No. 3 Needs Assessment and Historic Preservation Plan/Historic Structures Report will be an illustrated document, not less than forty (40) pages in length supplemented with at least twenty (20) photographs and schematic drawings. The document shall be a bound 8.5" x 11" report, with the following outline:

1. Executive Summary
2. Introduction
3. Architectural and Site Description
4. Assessment of Existing Conditions
5. Assessment of Code Compliance
6. Preservation Recommendations
7. Project Budget
8. Appendices
  - a. Illustrations
  - b. Materials Analysis Reports
  - c. Applicable Engineering Reports
  - d. Construction Cost Estimate
  - e. Bibliography and Sources

The consultant shall note and acknowledge that if the proposed project requires an individual freshwater wetlands permit or other permits that require cultural resource compliance, this site will require additional surveys according to the guidelines published by the NJDEP-HPO. In addition, since this project will ultimately be publicly funded, the site may be subject to state environmental laws mandating cultural resource investigations as a means of gauging potential or previously identified sensitivities. The consultant may present these as an additional fee separate from their Lump Sum Proposal.

The consultant shall prepare architectural as built drawings showing existing conditions. The documents shall be CAD generated electronic files consisting of site plans, floor plans, elevations, sections and 3D modeling with animation capabilities for fly-over and walk-through movies. From these documents, improvements shall be proposed and included as part of the report. The consultant shall expand upon the initial project schedule prepared as part of the proposal. The consultant shall prepare eight original copies of the final report, but shall also provide a limited number (2 or 3) draft copies of the report for interim review.

**Special Note:** The City of Jersey City wishes to emphasize to the primary consultant (Historic Preservation Architect) the importance of the inclusion of Structural/Site/Civil sub-consultants whom have demonstrated proven experience in the analysis and design of historic sites and structures. This should be organized as a TEAM effort, with professionals that can offer the same level of care and sensitivity towards projects of this magnitude.

**State and National Register Nomination:** Concurrent with the preparation of the Needs Assessment Study and the Historic Preservation Plan/Historic Structures Report, the City's consultant shall prepare a National Register of Historic Places Nomination, nominating the Reservoir No. 3 Site to the State and National Registers of Historic Places.

The consultant shall be responsible for the submission of the completed nomination to the New Jersey State Historic Preservation Office, any revisions required by the SHPO, as well as presentation to the State Review Board. Available resources regarding the history of the site are located in, but are not limited to, the Jersey City Public Library, New Jersey Room, the Jersey City Tax Assessor's Office, and the New Jersey State Archives. The majority of these resources has been reproduced and is available from the Reservoir Preservation Alliance (RPA), as well as the Jersey City Division of Planning. The RPA, the staff of the Division of City Planning and the City's Historic Preservation Officer shall be available for consultation.

1. The Consultant will assemble and review all existing architectural and historical information available on the historic resource.
2. The Consultant will conduct all historical research required for the documentation of historical significance and description of the resource for the nomination (Section 7 and Section 8 of the National Register Nomination).
3. The Consultant will prepare the National Register Nomination Form for the Reservoir No. 3 Site. The nomination shall be completed according to the standards of the National Park Service's Bulletin 16A and with the New Jersey State Historic Preservation Office's (NJSHPO's) guidance. Special attention must be taken so the submitted nomination conforms to the NJSHPO's Preparer's Checklist for National Register Nominations. A draft of the report must be submitted to the attention of the City's Historic Preservation Specialist, for review, prior to final submission. Drafts shall also be sent to both the Division of Architecture and the RPA, for review and comment.
4. The final version of the nomination shall be completed and submitted to the NJSHPO for presentation to the State Review Board within 120 days of the executed agreement between the City and the contractor for these services. Three copies of the final version of the nomination shall be filed with City Offices: One copy of the final version of the nomination shall be sent to the Jersey City Division of Architecture: attention Glenn A. Wrigley, AIA, one copy shall be sent to the RPA, one copy shall be sent to the Division of City Planning: attention Dan Wrieden, and one copy shall be sent for filing in the Jersey City Public Library, New Jersey Room: attention Cynthia Harris.
5. Presentation of the nomination before the State Review Board shall be the responsibility of the consultant.

#### **PHASES OF WORK (as applicable)**

##### **1. PRE-DESIGN**

In the pre-design stage, the consultant shall expand upon the information developed in the Preservation Report pertaining to the project program and budget. A maximum of four pre-design meetings with representatives of the City will be required to fine-tune the program requirements.

##### **A. PROJECT DEVELOPMENT SCHEDULING**

1. Review and update the project schedule for: decision making by the City, site analysis services, and schematic design services.

##### **B. PROGRAMMING**

1. Establish design objectives, goals, limitations and criteria based on accepted recommendations developed in the Preservation Report.
2. The Preservation Report, land survey, and written program will establish the basic program requirements for this project. Fine-tuning of these requirements will be accomplished by meeting with representatives of the City/end users.
3. Uncover and test concepts as they relate to the facts.
4. Determine needs as they relate to space, intended use and budget.

##### **C. PROJECT BUDGETING**

1. Prepare preliminary construction cost estimates by applying unit cost data to elements of work.
2. Prepare estimates of related costs including but not limited to site development, landscaping, utilities, restorations, and equipment.

##### **2. SITE ANALYSIS:**

In the site analysis stage, the consultant shall establish site-related limitations and requirements. Some of the described services will be provided during the pre-design activities, others during later stages of the project development. Grouping herein is for convenience to identify the site analysis services required under this contract.

##### **A. SITE ANALYSIS**

1. On site investigations of site.
2. On site movement systems, traffic and parking studies, etc.

3. Topography analysis.
4. Analysis of zoning and other legal restrictions.
5. Overall site analysis and evaluation.

#### B. SITE DEVELOPMENT PLANNING

Once the preliminary site analysis and survey are complete, the following tasks shall be further developed:

1. Land utilization.
2. Structures placement.
3. Facilities development.
4. Development phasing based on budget constraints.
5. Movement systems, circulation and parking.
6. Utility systems.
7. Surface and subsurface conditions, as can be determined.
8. Ecological requirements.
9. Zoning and other legal restrictions.
10. Landscape concepts and forms.
11. Use of natural or landscape features to achieve exterior security.

#### C. DETAILED SITE UTILIZATION STUDIES

1. Land utilization.
2. Structures placement.
3. Facilities development.
4. Development phasing, if applicable due to budget constraints.
5. Movement systems, circulation and parking.
6. Utility systems.
7. Surface and subsurface conditions.
8. Review of soil report.
9. Vegetation
10. Slope analysis
11. Ecological studies.
12. Zoning forms and materials.
13. Landscape forms and materials.
14. Use of natural or landscape features to achieve exterior security.

#### D. ON-SITE UTILITY STUDIES

1. Electrical service and distribution.
2. Gas service and distribution.
3. Water supply and distribution.
4. Site drainage including storm water collection and disposal.
5. Sanitary sewer collection and disposal.
6. Site illumination.
7. Communication services and distribution.

### 3. SCHEMATIC DESIGN:

In the schematic design stage, the consultant shall prepare alternative Schematic Design solutions consisting of drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the City. Designs will be conceptual in character and based upon the written and final program developed in the pre-design phase. The schematic design phase will evaluate alternative design solutions, alternative methods of engineering and architectural concepts. Designs shall comply with all Federal, State, and local laws, codes, ordinances and regulations.

#### A. ARCHITECTURAL

1. Conceptual site and building restoration plans.
2. Preliminary sections and elevations of proposed improvements
3. Preliminary selection of building systems and materials.
4. Computer generated perspective sketches.

**B. STRUCTURAL**

1. Analysis and development of conceptual design solutions for structural replacement/repairs.

**C. MECHANICAL**

1. Consideration of alternative materials, systems and equipment. Analysis and development of conceptual design solutions for:
  - a. Energy source(s).
  - b. Heating and ventilating.
  - c. Air conditioning.
  - d. Plumbing
  - e. Fire protection
    - i) Will full automatic suppression system be required?
    - ii) Will full automatic detection system be required?
  - f. Special mechanical systems and needs.
  - g. General space requirements.

**D. ELECTRICAL**

1. Consideration of alternative systems and equipment regarding basic electrical materials. Analysis and development of conceptual design solutions for:
  - a. Power service and distribution.
  - b. Lighting both building and site. (Accent lighting of the building's exterior shall be provided)
  - c. Telecommunications, Voice and data lines
  - d. Fire detection and alarms.
  - e. Security systems.

**E. CIVIL**

1. Consideration of alternative materials and development of concept design solutions for on and off-site utility and drainage systems including paving, building entrance paths and associated grading.

**F. LANDSCAPE DESIGN**

1. Development of conceptual design solutions for landforms, lawns and plantings areas based on program and zoning requirements, physical site characteristics, design objectives, environmental and security issues.

During the schematic design phase, update previously established project schedules for decision-making, including projections for design development, construction documents, and bidding and construction phases. Provide at this time a probable construction cost estimate for the project based on the schematic designs along with all appropriate contingencies.

**RFP GUIDELINES & EVALUATION**

All RFP responses will be evaluated using a two tiered methodology which includes a written response (i.e.; Your RFP Response), and for selected finalists, an oral presentation to the Evaluation Committee.

To facilitate a timely and comprehensive evaluation of all submitted Proposals, all consultants are asked to adhere to a **standard sectional format** below that addresses the following items. This standard format ensures that clear, concise, and complete statements are obtained from each Consultant responding to this RFP. The City of Jersey City is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a proposal contains unclear or conflicting information, the City of Jersey City, at its option, may either request clarification, or may consider the information unresponsive.

The exact presentation (graphics, etc.) and layout of Proposal is up to the discretion of the Consultant, however, Consultants are asked to provide 6 bound copies of your Proposal, addressing the following:

Title Page  
Table of Contents  
Executive Summary  
Background  
Scope of Work Overview

Project Approach (Scope of Work)  
Project Organization  
Organizational Flowchart & Resumes  
Key Personnel & Staffing  
Key Dates & Deliverables  
Owner (City of Jersey City) Responsibilities  
Assumptions & Qualifications  
Fees & Fee Structure  
References  
Appendices & Other

The information requested in the **standard sectional format** is defined below:

1. **Title Page:** Identifying the Project, the Consulting Firm, primary contact name, address, telephone & fax numbers, and e-mail address.
2. **Table of Contents:** Listing the titles and page numbers of each major topic contained in the Proposal
3. **Executive Summary:** This section should be used to provide a summary of the key points or highlights you wish to emphasize in your Proposal. Similar in function to a cover letter, it is an opportunity to illustrate why you think your firm is best suited for this project.
4. **Background:** This section should be used to briefly outline the history of your firm, how your project experience is analogous to the requirements of this Proposal. You may wish to cite specific projects you are working on, have worked on in the past.
5. **Scope of Work Overview:** Discuss briefly your understanding of the Scope of Work as presented in this RFP. If you have any suggestions for modifications to the Scope of Work, or if you have any concerns as to the content, you should use this section to state as such.
6. **Project Approach (Scope of Work):** This section is both a general discussion of the approach the Consultant is proposing, and a technical response to the Scope of Work as published in this RFP (with modifications as suggested from your overview, if applicable). Describe each of the proposed phases, and detail what you intend to accomplish within each phase. Reference what you intend to deliver. You may use the Scope of Work in this RFP as a guide in crafting this section. This section should be used as an opportunity to be creative, and illustrate how you can accomplish this project.
7. **Project Organization:** This section should detail the organizational structure you believe necessary to accomplish each phase of the project within the desired time frame and budget. Illustrate interfacing with the Division of Architecture, and illustrate how communication with the Owner will be conducted to ensure progress, manage the flow of information, and pro-actively address problems. You can supply organizational flowcharts, if you wish, but they must fit within the bound proposal (either on 8-1/2 x 11, or an 11 x 17 fold-out).
8. **Organizational Flowchart & Resumes:** What we don't want is a resume of every single person that may be involved. This section should present the resumes of **only** key personnel involved in producing the work product. Try to limit this to those significant individuals named on the organizational flowchart. Resumes should be descriptive, but should be limited to one (1) page maximum per individual.

9. **Key Personnel & Staffing:** This is an essential companion to Section 8 above, and should be a brief description of the project team members, stating exactly what role each key personnel member will assume in this project. Key sub-consultant team members should also be listed.
10. **Key Dates & Deliverables:** Response to this section should be both descriptive and graphic. A time line schedule showing both progress and key dates for deliverables should be presented (8-1/2 x 11, or an 11 x 17 fold-out). Illustrate how you intend to meet the present milestone dates for design and construction (See Overview & Objectives), or show how you have modified the schedule based upon your intended Scope of Work. Again, as mentioned in Section 6 above, this section should be used as an opportunity to be creative, and illustrate how you can accomplish this project.
11. **Owner (City of Jersey City) Responsibilities:** Often, projects break down due to lack of communication or false assumptions among the parties involved. In this section, the Consultant should clearly describe any assumptions relating to the responsibilities and/or commitments the Consultant is expecting of the City of Jersey City. What particular milestones do you think the City must meet in order to achieve success?
12. **Assumptions & Qualifications:** The Consultant should use this section to clearly state any other assumptions or qualifying statements, relating to any part of this Proposal or the Project strategy.
13. **Fees & Fee Structure:** As stated earlier, you will be providing a lump-sum fee for your services, which will be broken down into parts A, B, & C. It is assumed by the Owner that you will be billing monthly for your services, and not upon completion of each phase. Therefore, you would be billing fractionally (percentage basis) for some phases that are in progress.
14. **References:** Names of individuals you wish to present as references, with current addresses and phone numbers, should be listed. Testimonial letters of reference are not to be included.
15. **Appendices & Other:** Consultants may use this section to include any other relevant information or materials they deem important, such as brochures, project lists, examples of projects (1 page summaries, for example), or other firm information. Provide a separate index if you desire.

#### **E. ORAL PRESENTATION GUIDELINES**

After the written Proposal responses have been evaluated, a number of respondents will be invited to make a formal presentation to the Evaluation Committee. This formal presentation should address the following:

- Introduction of the Consultant to the City;
- Demonstrate an understanding of the City's objectives;
- Present the Consultant's methodology in achieving the City's objectives;
- Discuss experience on similar projects.
- Address any questions from the Committee, arising from the written Proposal response or presentation;

Each invited respondent will have a five (5) minute set-up time, and be limited to twenty-five (25) minutes maximum for presentation, followed by a ten (10) minute question and answer period at the end, for a total of forty (40) minutes. Please limit your group to the fewest possible number of people, but should represent actual key personnel whom we would be interacting with. The choice of media (Boards, powerpoint presentation, etc.) is left to the discretion of the respondent, but please budget your time appropriately with regard to set-up and dismantling.

**F. EVALUATION AND AWARD OF CONTRACT**

Proposals will be reviewed for compliance with the terms and conditions of the Request for Proposals (RFP). Any Proposals deemed non-responsive will be rejected. All Proposals (written and formal presentation) will be evaluated by a committee consisting of representatives from:

Administration  
Division of Architecture  
Reservoir #3 Preservation Alliance

**COMPENSATION**

The contract between the consultant and the City of Jersey City will provide for compensation to the consultant for professional services plus expenses with an upset price for each category listed below. This shall consist of a professional fee for basic services plus an amount equal to the consultant's direct labor costs times a factor for overhead. Direct labor costs, used as a basis for payment, are defined as salaries and wages (basic and incentive) paid to all personnel engaged directly on the project. They shall include, but not be limited to, engineers, architects, surveyors, designers, draftsman, specification writers, estimators, other technical personnel, stenographers, typists, and clerks, but shall not include direct payroll related costs or fringe benefits.

The proposal must provide an accurate, reliable representation of your full cost from which a contract can be formulated. For purposes of uniformity, the following list shall be used to outline your professional fees:

- A. PRESERVATION PLAN / HISTORIC STRUCTURES REPORT
- B. STATE AND NATIONAL REGISTER NOMINATION
- C. PHASES OF WORK
  - 1. PRE-DESIGN
  - 2. SITE ANALYSIS
  - 3. SCHEMATIC DESIGN

Under each category above, please submit your professional fee for basic services in the format shown below. Your fees should be inclusive of all reimbursable expenses, as well as any allowances requested in this RFP. Respondents are also asked to provide a fee breakdown spreadsheet or other illustration for each phase, with the resultant total. The breakdown may be in any format you select. Provide a summary of all categories of work as illustrated below:

**SUMMARY OF COST**

- A. PRESERVATION PLAN/HISTORIC STRUCTURES REPORT \$ \_\_\_\_\_
- B. STATE AND NATIONAL REGISTER NOMINATION \$ \_\_\_\_\_
- C. PHASES OF WORK
  - 1. PRE-DESIGN \$ \_\_\_\_\_
  - 2. SITE ANALYSIS \$ \_\_\_\_\_
  - 3. SCHEMATIC DESIGN \$ \_\_\_\_\_

**TOTAL PROPOSAL COST:** \$ \_\_\_\_\_

Submit a list of all expenses that would be claimed for reimbursement and a matter in which they will be charged to the contract. Cost represented under each phase shall be an amount not to be exceeded for contractual purposes.

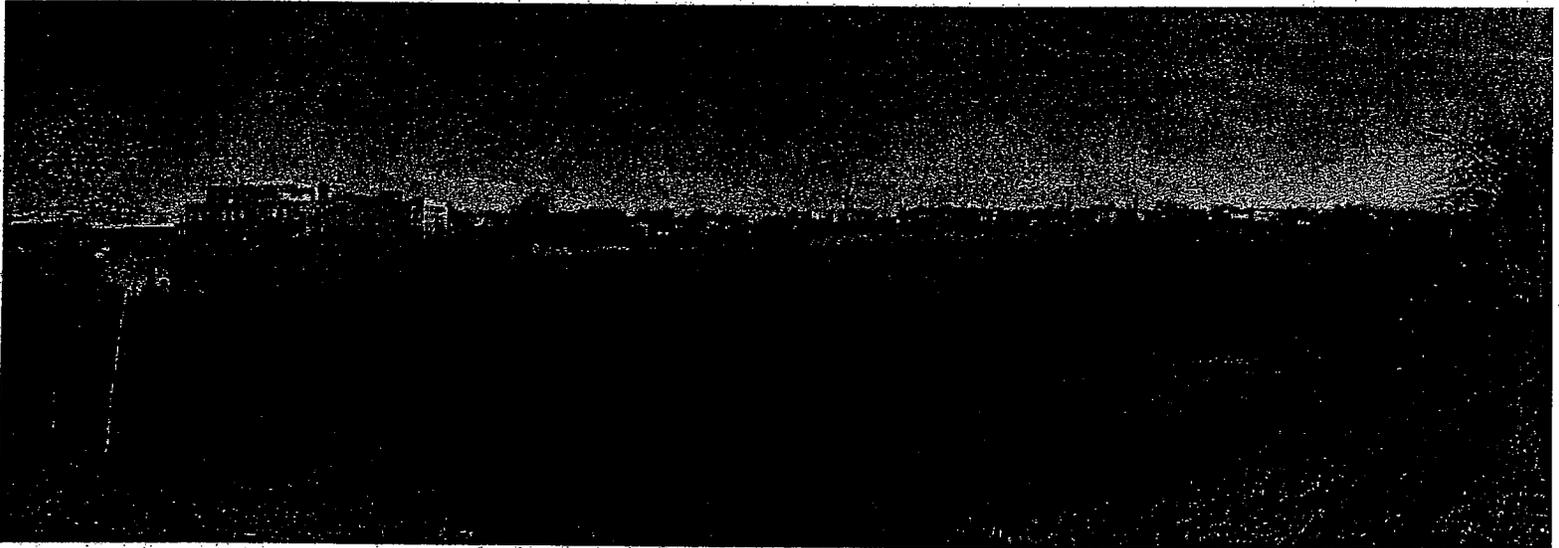
Proposal: Reservoir No. 3 Historic Preservation Plan  
Project # 2007-031

Revised Scope & Fee

May 22, 2009

Glenn A. Wrigley, AIA, Chief Architect  
Division of Architecture

City of Jersey City  
575 Route 440  
Jersey City, New Jersey 07305



Alfonso Narvaez  
Principal Architectural Conservator  
5250 Cherokee Avenue, Suite 300  
Alexandria, Virginia 22312  
(703) 354-9737 (t) (703) 642-1837 (f)  
[anarvaez@johnmilnerassociates.com](mailto:anarvaez@johnmilnerassociates.com)

**JMIA** architects  
archeologists  
planners  
John Milner Associates, Inc.



**Executive Summary:** The Team assembled for this project is one of the finest groups we have put together for a project of this type and magnitude. Each team member brings together unparalleled expertise in their assigned area and brings a depth of project awareness and understanding that gives us enormous confidence that we can deliver on the full range of services that this unique opportunity will require, now and for future phases. It is a rare and unique gift for a project to bring together such a strong team with a project that feels so right on so many levels. Each team member has expressed their strong enthusiasm and commitment to achieve the project goals and more importantly to foster a collaborative working environment between us and the Jersey City community. More importantly, we recognize that our mission is not to transform this unique resource, but to cherish it and protect it, merging its dual nature as both historic artifact and living oasis into one truly unique urban park experience. To accomplish this mission we have brought the following resources to bear:

- **John Milner Associates, Inc.:** JMA is the mid-Atlantic region's premier historic preservation and cultural resources firm and the only one to combine architects, architectural conservators, landscape architects, archeologists, planners, and historians into one firm.
- **Michael Van Valkenburgh Associates:** One of the true leading lights in urban park design, MVVA has designed and more importantly *built* some of the most highly regarded outdoor environments in the field of landscape architecture.
- **Weidlinger Associates Inc.:** A highly regarded global engineering powerhouse, WAI lends their civil engineering and geo-structural engineering expertise to this project with specialists in hydraulic engineering, dam construction, site utilities, traffic engineering, and storm water management.
- **SESI:** A local geotechnical and soils engineering firm, SESI has superb experience in addressing new construction in highly challenging soil conditions with particular expertise in wetlands and water resources. They have successfully worked with NJDEP in addressing special permitting requirements for challenging wetlands sites.
- **Robert Silman Associates:** Highly regarded as the premier structural engineering firm for historic structures, JMA has collaborated with RSA on innumerable projects involving unique heritage resources.
- **Princeton Engineering Group:** PEG is a NJ-based MEP firm with a long track record of sensitively integrating electrical, plumbing, mechanical services and fire protection into historic buildings and monuments.
- **International Consultants Inc.:** ICI has worked with JMA in developing cost estimates for over twenty years on countless projects, almost all involving unique historic structures. ICI has a long history on working on NJ-based projects and is well versed in DPMC project cost analysis requirements.
- **Direct Dimensions:** In order to meet the reduced costs requested, we are using a different laser scanning vendor. We have worked with Direct Dimensions on a wide range of projects from Fort Pike to the bust of Charles Darwin. We have included limited laser scanning due to the difficulty of access to all areas of the structures and the importance of understanding their relationship to the perimeter walls and berms.

The JMA Team has focused their efforts in providing Jersey City with a planning and budgeting tool that is designed to identify the major technical and design issues that will impact cost and schedule as the project moves forward. Based on our decades of experience in executing projects of comparable scope and magnitude, the team will provide a clear plan to protect this extraordinary site and make it a major asset to the community.

### **Scope of Work Overview:**

We see the project as containing a series of inter-related activities designed to provide a blueprint for future park design and development. In order to transform the Reservoir 3 site into a world-class park a number of key activities must occur. These include the following key services and activities:

**Preservation Plan:** This document will encompass the core services contained in a traditional Historic Structure Report including documentation of the buildings, sites, and features; development of a detailed historic narrative (in this case making the connections between the documented history and the physical fabric of the site); identification of key character defining features; a materials conservation assessment (detailing the type, nature, and issues relating to each of the key features and materials at the site); and the preparation of a detailed plan for protecting and stabilizing these features so that any interventions for the park do not adversely affect the historic resource. Scope unchanged.

**State & National Register Nomination:** This site is clearly eligible for the National Register based a number of different criteria. The existing Statement of Significance and Historic Narrative prepared by the JCRPA historian is an excellent start, but it needs to be edited significantly to fit the nomination requirements, as well as expanded upon to address other areas of significance. JMA will prepare the necessary documents and meet with the SHPO to move this process forward. Scope unchanged.

**Pre-Design Services:** Concurrently with the preparation of the Preservation Plan and NRN, the key project designers, architects and landscape architects will meet with the Client team in a collaborative process of engagement to develop a project scope and mission. This will entail the development of a clear program of activities envisioned as well as the preparation of core principles and values. This will serve as the project mission statement by which this project and future phases will be judged and serve to define the rules of engagement for the project team. Scope unchanged.

**Site Analysis:** More than anything, the site analysis portion of the project is intended to answer the key technical questions that will impact scope, cost, schedule, and long term viability of the site. Scope unchanged.

Some of the key questions that must be answered include:

- Is the earthen berm stable? Are the fill soils stable?
- What impact does the lowered water level have on soil stability?
- How do we manage reservoir water balancing? Inflow and outflow capabilities?
- What is the condition of the Reservoir basin? Is it leaking?
- How do we stabilize the Jefferson Ave. breach?
- What are the possible contaminants from past dumping of fill and construction debris?
- How does the wetlands designation impact future construction? How can they be mitigated?
- How do we manage stormwater on the site? What is the regional groundwater impact?
- What are the current traffic and parking constraints on the surrounding area?
- What is the nature and extent of existing site utilities in and around the site?
- How do we address the balancing act between preservation of the historic resources, preservation of the plant and animal ecology, and the technical challenges of introducing new visitor amenities on a fragile site with limited access?

**Concepts:** The Project Team will consider the opportunities and constraints identified during the Site Analysis and Preservation Planning phases and explore alternative ideas for transforming the Reservoir into a viable park without losing any of the salient characteristics that make it special. In order to reduce costs we are proposing to develop a preliminary concepts package and supporting graphics along with a preliminary order of magnitude project budget for the major park components.

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 09-558  
Agenda No. 10.Z.27  
Approved: JUL 15 2009  
TITLE:



**RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO JOHN MILNER ASSOCIATES, IN CONNECTION WITH RESERVOIR #3 - HISTORIC PRESERVATION PLAN/HISTORIC STRUCTURES REPORT, PROJECT NO. 2007-031 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.**

**COUNCIL  
RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING**

**WHEREAS**, the City of Jersey City requires the services of a consulting historic preservation/architectural firm to provide services in connection with the Historic Preservation Plan/Historic Report Structures of Reservoir #3, Jersey City, New Jersey; and

**WHEREAS**, the City of Jersey City did solicit a Request for Proposes (RFP) for these services through the fair and open process, and evaluated each firm as to their qualifications to provide these services; and

**WHEREAS**, a list of nineteen (19) responded to this RFP, namely:

Page Ayres Cowley Architects, LLC\*  
New York, NY 10012

Historic Building Architects, LLC  
Trenton, NJ 08618

Lindemon Winckelmann, LLC  
Jersey City, NJ 07302

RMJM - Hillier  
Philadelphia, PA 19107

Stephen Tilly, Architect\*  
Dobbs Ferry, NY 10522

Li - Saltzman Architects, PC  
New York, NY 10013

Beyer Blinder Belle, LLP  
New York, NY 10003

Paulus, Sokolowski, and Sartor, PC  
Warren, NJ 07059

S. Harris, Ltd.\*  
Philadelphia, PA 19130

Holt Morgan Russell Architects\*  
Princeton, NJ 08540

Mark Alan Hewitt, Architects  
Bernardsville, NJ 07924

Jan Hird Pokorny Architects, PC\*  
New York, NY 10018

Clarke Caton Hintz  
Trenton, NJ 08628

DF Gibson Architects, PC  
New York, NY 10018

David V. Abramson & Associates  
Newark, NJ 07102

John Milner Associates, Inc.\*  
Alexandria, VA 22312

Wank Adams Slavin Associates, LLP \*  
Newark, NJ 07102

Seiler & Drury Architecture  
Norristown, PA 19401

Platt Byard Dovell White, LLP  
New York, NY 10010

**WHEREAS**, all RFP's were reviewed by a committee comprised of the Division of Architecture, Jersey City Redevelopment Agency, and the Reservoir Preservation Alliance; and

**WHEREAS**, the committee developed a list of seven (7) firms deemed highly qualified (indicated above by an asterisk\*), and conducted interviews to determine a final selected firm; and

COPY

TITLE: **RESOLUTION AUTHORIZING AWARD OF A PROFESSIONAL SERVICE CONTRACT TO JOHN MILNER ASSOCIATES, IN CONNECTION WITH RESERVOIR #3 - HISTORIC PRESERVATION PLAN/HISTORIC STRUCTURES REPORT, PROJECT NO. 2007-031 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.**

WHEREAS, the City is acquiring these services as a statutorily permitted contract pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-4.4, and provisions of N.J.S.A. 19:40A-20.4 (New Jersey Local Unit Pay to Play); and

WHEREAS, John Milner Associates, 5250 Cherokee Avenue, Alexandria, VA 22312 possesses by virtue of their response to this RFP, the necessary qualifications to undertake this project and has submitted the attached proposal dated May 22, 2009; for the sum of THREE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED ONE (\$355,601.00) DOLLARS and

WHEREAS, these funds are available for this expenditure from Account Nos:

02-213-40-895-314	P.O. No. <u>97110</u>	\$219,000.00
04-215-55-208-990	P.O. No. <u>97111</u>	\$136,601.00
Total:		\$355,601.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) these services are professional services which may be awarded without public bidding; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a service agreement with the firm of John Milner Associates, for a lump sum fee not to exceed THREE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED AND ONE (\$355,601.00) DOLLARS.
2. This contract be awarded without competitive bidding as a "professional" service: under the provisions of the Local Public Contracts Law because the services will be rendered by persons authorized by law to practice a recognized profession; and
3. A copy of this Resolution be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution. N.J.S.A. 40A:11-1, et. seq.
4. The award of this agreement shall be subject to the condition that Consultant provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.

I, Donna Mauer (DONNA MAUER), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account Nos. 02-213-40-895-314 and 04-215-55-208-990 for payment of the above Resolution.

jp  
July 08, 2009

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 7-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7/15/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	ABSENT			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Mariano Vega, Jr., President of Council

[Signature]  
Robert Byrne, City Clerk



## Project Approach

### A. Preservation Plan

The Preservation Plan will involve a multidisciplinary team from JMA including architects, conservators, and landscape architects. We envision the report to be a hybrid between a Historic Structure Report for the three extant Reservoir structures and the perimeter wall, and a Cultural Landscape Report, for the historic landforms and features.

A Cultural Landscape Report (CLR) is the primary report that documents the history, significance and treatment of a cultural landscape. A CLR evaluates the history and integrity of the landscape including any changes to its geographical context, features, materials, and use. A CLR will often yield new information about a landscape's historic significance that may also be incorporated into the National Register Nomination.

**Data Collection and Review:** This task will support historical research and subsequent phases of the project. JMA will obtain relevant planning and research documents from the client and the JCRPA that provide information on site conditions; site history and significance; management issues, goals, and objectives; base mapping and existing conditions data including historic and contemporary aerial photographs, ground photographs, inventories and related documentation; archaeological investigations; topographic and boundary surveys; and available programming and design criteria information. JMA will review all collected data to support the preparation of a history chronology, analysis and design.

**Base Map Preparation and Fieldwork:** A digital version of a site base map compatible with AutoCAD that includes all aboveground features, above- and belowground utilities, and topography, will be provided to JMA by the Client from survey work done by others. We are assuming that existing site mapping will be sufficient for the current phase of work and have not budgeted for a full site survey. The level of detail of this mapping will be sufficient for the preparation of planning-level evaluation and treatment recommendations as requested in the scope of work.

JMA will subsequently undertake fieldwork to document existing conditions. A portion of the fieldwork will be conducted in concert with the entire design team to ensure that all team disciplines have an opportunity to review and discuss relevant issues, concerns, opportunities, constraints, and conditions on-site.

**Base Drawing Preparation – Structures:** JMA's laser scanning service provider will laser scan all three structures and related wall and site features adjacent and prepare 2D CAD drawings of the elevations and plans. These will be used as base drawings for all disciplines and allow mapping of problems and issues. Scope reduced (laser scan data can be used in the future to create 3D models if desired).

JMA architects and conservators will subsequently undertake fieldwork to document elements and features to be preserved as well as non-contributing features that can be removed. In addition they will document materials and damaged features that should be stabilized, repaired and/or restored in future phases of work. Scope unchanged.

**50% Draft Report [findings]:** JMA will prepare a narrative and graphic description of the history of the Reservoir buildings and landscape and their existing conditions, including natural systems and features, topographic modifications, spatial organization, land use, circulation, vegetation, buildings and structures, constructed water features, views and vistas, and small-scale features.

Graphics will include location and vicinity maps, historic images collected during research and relevant to the landscape history text, existing conditions photographs taken during field work that support existing landscape conditions text, and existing conditions base maps. Scope unchanged.

**50% Draft Review Meeting:** After client and stakeholders have reviewed the 50% draft, JMA will prepare for and attend a conference call meeting to review general direction of the research and analysis at this point of the project. JMA will also identify management issues during the pre-design programming phase that may affect recommendations and design guidelines prepared for this report. Scope unchanged.

**75% Draft Report:** Based on guidance received from client and stakeholders during the 50% draft review meeting, JMA will revise the history and existing conditions draft and continue the comparative analysis of historic and existing conditions to identify features remaining and contributing to the period of significance, features missing from the period of significance, and features that post-date the period of significance. Based on this analysis, JMA will evaluate the historical integrity of the landscape and structures. Scope unchanged.

Graphics will include refined versions of the 50% images and from two to four (2-4) historic period plans to illustrate the evolution of the site over time. Comparative photographs of historic and existing conditions will also be included where possible to illustrate changes in the Reservoir over time.

JMA will also outline management issues for the Reservoir site as discussed with client and project team and present a preliminary treatment approach. Based on management issues and the approach, JMA will also develop draft treatment recommendations and design guidelines for the protection and long-term management of the Reservoir. These will include recommendations for the potential preservation, rehabilitation, restoration, and/or reconstruction of features as well as for the protection of existing features and will be illustrated with annotated drawings, sketches, and/or photographs where appropriate. Design guidelines will be focused on site access issues and will be illustrated with schematic-level sketch suggestions for how parking and pedestrian circulation would be managed on the site.

**75% Draft Review Meeting:** JMA will prepare for and attend a meeting with client and stakeholders to discuss the 75% draft, review comments, and identify the outstanding issues and concerns to be addressed in the complete 100% draft cultural landscape assessment. The 75% draft will serve as primary internal guidance document guiding the project team until completion of Site Analysis and Pre-Design Phases. Information from these investigations will guide and inform the preparation of the final draft. Scope unchanged.

**100% Draft Report :** Based upon guidance received during the 75% draft review meeting, JMA will finalize the Preservation Plan. It will incorporate the results of the Site Analysis phase and identify potential conflicts between the proposed interventions and the historic resource as well as strategies to mitigate these issues. This draft will include all narrative and graphic data formatted to reflect the final graphic design of the report, as well as detailed edits. Scope unchanged.

## **B. National Register Nomination**

JMA historians have performed a summary review of the historical and bibliographical information provided by the Jersey City Reservoir Alliance. In general we find the research and narratives to be quite credible and well thought out and it will serve as superb foundation for both the National Register Nomination and the historic narrative required for the HSR/CLR. Part of our due diligence will involve verifying the information provided and also seeking out additional records which may prove useful for the project team. These include locating additional photographs, maps, and other archival materials which may shed light on the development and history of the Reservoir. This may lead to expansion of the significance of the site by other criteria. For example, one online article noted that the Jersey City municipal water supply was the first city in the U.S. to chlorinate their water to control the spread of disease (this occurred with the extension of the water source to the Boonton reservoir). This would also seem to add to the significance of the site.

One of the major tasks in the research efforts will be to attempt to ascertain the location of any extant engineering files on the Jersey City water supply system, particularly those concerning Reservoir #3 (though we understand that these have been sought in the past). These files, which may be retained by a

city department, have the potential of providing very important information to use in preparing item 1c. of the Historic Preservation Plan, "history and evolution of the property." This information will also be important in the *preparation of the statement of significance for the National Register nomination*.

Other sources to be consulted will include city, county, regional and state documents concerning the construction and operation of the Jersey City water system. Many of these documents are available in the excellent collection of the New Jersey Room of the Jersey City Public Library. Others are contained in the collections of the State Archives, the New Jersey Historical Society (Newark), the New Jersey State Library, and Special Collections of Alexander Library, Rutgers University. These documents will be used to supplement construction and maintenance records for the reservoir to flesh out chapters of the history of the reservoir. Since so much has already been gathered by the JCRPA historian, our focus will be on reviewing materials that time or budget did not permit in that earlier effort.

Following the review of these primary source documents, the historian will consult other historical materials including *A Short and Descriptive Account of the Jersey City Water Works* (J.D. Ward 1856) and Edlow Wingate Harrison's *The Public water supplies of Hudson County, N.J....* (1909). Limited, more general research will be conducted to ascertain the historic significance of the reservoir and to place it in the context of the development of public water supplies in New Jersey and the broader context of nineteenth century development of public utilities. A bibliographical source for this research will be *Public Works History in the United States: A Guide to the Literature*. To place the reservoir in the context of other surviving historic reservoirs in the state, the historian will review relevant files in the New Jersey Historic Preservation Office.

The reservoir will be documented for the National Register nomination by digital photographs processed as black and white images. These photographs will include overall views as well as close-ups of significant building and structural elements. Surviving machinery, if any, will also be photographed. The documentation will be presented on the National Register of Historic Places inventory-nomination form prepared in accordance with New Jersey and National Park Service guidelines. We also believe the site should be nominated as a Historic Civil Engineering Landmark with the American Society of Civil Engineers and will work to make this happen as well. Scope unchanged.

## **C. Phases of Work**

### **1. Pre-Design Programming**

Concurrently with the preparation of the Preservation Plan and NRN, the key project managers from JMA and MVVA will meet with the Client team in a collaborative process of engagement to develop a project scope and mission. This will entail the development of a clear program of activities envisioned as well as the preparation of core principles and values. This will serve as the project mission statement by which this project and future phases will be judged and serve to define the rules of engagement for the project team. Together with the Preservation Plan, this process will set the stage for all future design efforts.

We envision these sessions as both intimate goal setting sessions as well as opportunities for open public engagement of the process of defining the mission. At this stage we see this as encompassing two meetings plus one public presentation or open forum.

Scope unchanged.

### **2. Site Analysis**

As we have discussed the Site Analysis portion of the RFP amongst the Team members, the general consensus is that the tasks outlined in the RFP are based on a sound understanding of the problems that must be confronted early on in a project of this type. All too often in our experience the schematic design phase for parks is confined to pretty pictures and rendered site drawings without asking the hard technical questions that will ultimately have the greatest impact on cost and schedule.

The key to properly defining the early stages of a large, complex project like Reservoir 3 is to put the right team in place from the beginning, to ask the right questions, to define the mission so that critical

issues are identified and vetted, and to undertake a holistic approach with collaboration between the client, constituents, and the project team to properly frame the issues so that we protect the cultural and environmental resource balanced against the needs and desires of the constituent community for a vibrant, healthy, and livable parkscape. Of equal importance to all this is that the project must consider cost, constructability, maintenance, risk management, operations, and functionality or it is doomed to failure from the start.

Each team member has been selected because they represent the best and the brightest firms and individuals to address their area of expertise. More importantly, this is a team that has a high degree of enthusiasm for the project and respect for each other. This will be a highly collaborative effort, placing a high value on understanding the fundamental issues and challenges facing this site and working with the City, the community, and each other to protect this great treasure.

#### **Site Civil /Geostructural Technical Approach Scope unchanged.**

Weidlinger Associates will provide civil and geostructural design related to the site. Weidlinger geostructure will provide evaluation of the existing berm and perimeter retaining walls, and provide preliminary design of new walls needed to stabilize the breaches of the existing berm and to develop the breach along Jefferson Avenue into the primary entrance. Weidlinger has recent experience in the reconstruction of a masonry retaining wall very similar to that of the reservoir. The exposed face of the retaining wall is subject to accelerated deterioration and needs to be refinished.

Weidlinger site civil will provide analysis and schematic design for site infrastructure, including paving, grading, drainage and utilities. The civil analysis includes evaluation of existing reservoir feeds and outlets that historically controlled water levels at the reservoir, as well as the preliminary design of required upgrades for the adaptation of the reservoir for recreational uses and viable wildlife habitat. Weidlinger will oversee geotechnical and hydro-geological investigations required for this study.

**Perimeter Berm** - while the existing berm is no longer serving as a dam, its condition and stability must be determined. Its exterior masonry wall and inside face must be checked against potential slope failure or sloughing. The existing breaches in the north and south berms must be stabilized. This will be done in collaboration with the JMA so that the historic feel is preserved in addition to providing a gateway to the site. Opportunities to include multi-functioning elements can be explored with the team. For example, stabilizing elements at the breaches can act also as supporting abutments for an overhead pedestrian bridge, and housing for a small comfort station at grade. Design of multi-functioning elements will add value to the overall project. In this instance value will be added by restoring the interrupted pathway along the top of the berm while at the same time this "gateway" to the interior fosters a sense of expectation. The team will evaluate how other existing problems, like the breaches, can be transformed into meaningful solutions.

Another example would be the reuse of stone that is inauspiciously stockpiled around the interior of the site. Stone that can be reused for building or slope stabilization provides not only a cost savings, but pre-empt its contribution into the construction waste stream.

The erosion protection on the face of the original berm was designed based on water levels much higher than current, desired levels. The riprap (revetment) on the inner berm, intended to provide erosion protection at these higher elevations, must be extended downward. Extending the riprap will prevent scour and undercutting of the slope at its base from water action at the new, lower level.

Finally, in collaboration with MVVA, a program of selective tree and brush removal is envisioned by the team to restore the appearance of the berms as well as protect the retaining walls and other structures from further root damage. Details for selective, non-disruptive removal of vegetative material will be prepared and specifications for inhibiting regrowth. Scope unchanged.

**Reservoir Bottom** – from historic photographs it is apparent that various materials have been placed in the reservoir in recent years. One of the tasks requested in the RFP is to attempt to identify the nature and source of the materials. While, not necessarily a stability issue, certain materials could have adverse effects on future planned use of the site. Weidlinger in collaboration with SESI will identify those materials and provide alternatives for consideration. Scope unchanged.

**Regional Groundwater Impact** – Maintaining the reservoir water levels will impact the regional groundwater levels, which in turn may cause fluctuations that will result in wet basements in the surrounding neighborhood for example, or migration of subsurface contaminants within the local area. While it is not the team's intent to conduct an in-depth study of local hydrogeology, Weidlinger and SESI will work together to design and implement a sampling plan that will establish baseline and protocol for conducting continuous monitoring of groundwater levels immediately adjacent to the reservoir basin. We have recommended installing three groundwater test wells at the Jefferson Ave. end of the reservoir. Scope unchanged.

**Reservoir Water Balance** – Weidlinger will conduct a comprehensive water balance for the site that will inform the requirements for feed and outlet controls during dry and wet weather conditions, respectively. The intent will be to analyze precipitation throughout the year, natural recharge sources, other sources of infiltration, evaporation, and seepage. Potential, expected fluctuations in the water level must be determined. This is not only important for the support of recreational activities, but to ensure that a viable wetland environment can be established to support healthy, native flora and fauna. Weidlinger will work closely with SESI to determine the needs for establishing the wetland. Scope unchanged.

**Inflow and Outflow Options** – Existing site hydraulic infrastructure, primarily feeds and outlet controls, must be evaluated to determine working conditions. Available sources for supplementing water levels within the reservoir must be identified. Preliminary design of gravity driven, outflow control structure(s) will be prepared. It is envisioned that local storm sewers will have the capacity to receive occasional overflow discharges and that inquiries to the regulating authority will be made by Weidlinger. The capacity of the existing sewers along with any restrictions for discharge must be determined. Existing piping within the reservoir that will not be used for this project must be identified and plans for decommissioning prepared to avoid inadvertent discharges or other unintended scenarios. Scope unchanged.

**New walkway structures** –MVVA in collaboration with JMA will develop concepts for restoring paths and creating new access and travel points that are consistent with the site's historic and environmental sensitivity.

**Site Utilities** - Weidlinger will collect, and review available reports, mapping, construction plans, as-built plans and prepare composite mapping for the site utilities. Coordination will be made with PEG with regard to upgrades and/or new utility services required for the project. Scope unchanged.

**Traffic Analysis** - Weidlinger traffic engineers will work with Jersey City engineers to collect and analyze vehicular, bicycle, and pedestrian traffic issues and patterns and prepare a preliminary traffic impact study. The study will include bicycle and pedestrian access and circulation within the site, and parking issues. It is expected that the majority of site visitors with kayaks or canoes will arrive and enter the site along Jefferson Avenue through a new entryway located at the existing breach. Depending upon visitor volumes this location is a candidate for a loading and unloading zone.

**Geotechnical Assessment** - SESI would perform a preliminary geotechnical assessment of the project site including the following services:

- Site visit and visual inspection of the existing site;
- Visual inspection of the existing stone retaining wall and berm
- Determine extent and quality of the fill in the known fill areas (excavating by hand)
- Review published geologic information for the area
- Review existing documents available from the Client
- Review the proposed plans developed by the project team

At the completion of the services outlined above, we would prepare a Preliminary Geotechnical Engineering Report based on our findings and the proposed construction. The report would include preliminary foundation and site preparation procedures based on the proposed construction and our findings. We will provide comments based on our visual inspection of the retaining wall and berm. We

will also provide recommendations for additional investigations and highlight any potential pitfalls for the project from a geotechnical perspective. Scope unchanged.

**Environmental Services** - SESI will conduct a Preliminary Assessment in accordance with NJDEP Technical Requirements for Site Remediation.

A preliminary assessment (PA) is the first step in the process to determine whether or not a site is contaminated. The purpose of a PA is to identify the presence of any potentially contaminated Areas of Concern (AOC's). If AOCs are identified, a site investigation would be triggered. If not, no further investigation is required at the site.

Because we already have knowledge of dumped fill materials (reportedly soil, demolition debris, etc) within the reservoir, we propose to collect preliminary screening samples from the water, sediment and existing fill and perform chemical testing on the samples; however, it should be noted that there may also be other AOC's identified during the PA, and this limited testing may not be conclusive as to whether additional contamination is present or not. At the completion of the sampling and testing, we will prepare a summary letter with the findings. Scope unchanged.

**Water Resources and Permitting** - The underlying themes of the redevelopment of the Jersey City Reservoir #3 property are historic structure preservation and ecological enclave creation, both remarkably proposed in the middle of urban hardscape. These themes are the heart of the State of New Jersey's Environmental Protection regulations. The fact that both are promoted in such a manner makes this a model project for both sustainable development and beneficial reuse. SESI is proud to be invited to take part in this project.

Based on SESI's interpretation of the NJDEP's Freshwater Wetlands regulations at NJAC 7:7 - 1.1 et seq., the project will require either Statewide General Permits or an Individual Permit from NJDEP to authorize its construction. This is based on the Department's recent designation of the wetlands along the Reservoir's edge as Intermediate Value with fifty (50) foot transition area (buffer). We understand that the Reservoir itself has been designated as a manmade State Open Water with no landward Riparian Buffers. SESI will meet with NJDEP, along with team members and interested members of the community to present the project and act as the community's agent throughout the Permit process. Also, SESI will work to prepare all required NJDEP Permits, providing regulatory guidance during the design process, while creating the necessary permit documentation and reports that highlight the facts that the project is inherently beneficial to the immediate surrounding environment, through the substantial improvement of the aquatic ecosystem, its' beneficial reuse of stormwater runoff, and the strong positive public interest in natural and historic resource preservation and beneficial reuse of stormwater runoff. Note Water Resources Study and Permitting has been included in our site analysis costs due to the importance of this analysis to the overall project.

A full benthic study may be required for permitting and this can be provided as an additional service, if it proves to be necessary.

**Perimeter Wall Assessment:** JMA and RSA will survey the perimeter wall by pedestrian survey and will evaluate any areas of interest noted during a one-day high reach survey. We have assumed that Jersey City can provide assistance in controlling parking and traffic during days when survey work will occur.

**Design Opportunities and Constraints** - Working with the rest of the project team, JMA and MVVA will establish site limitations, opportunities, and requirements that will impact future park design and site preservation. These will include analysis of the existing conditions such as: plant palette, existing ecological systems, water level fluctuations, slope and watershed components, architecture and structure conditions, and microclimates; and identify the design opportunities arise from these existing conditions. Scope unchanged.

### 3. Preliminary Design Concepts

**Reuse of Existing Buildings & Structures:** In general we see the three extant Reservoir structures as primarily interpretive in value. Our instincts are to use them to interpret the site history and significance, as vantage points for appreciating the Reservoir passively, and as an opportunity to allow visitors to understand and appreciate the natural beauty of the park through interpretation and display. Each structure retains critical elements relating to its original function and these character defining features should be stabilized and preserved. Missing features such as the roofs are critical for the preservation of these structures and should be reconstructed if sufficient documentation is available. The schematic design phase will be an opportunity for JMA architects to explore the specific nature of how these buildings can be preserved and made safe and functional as features within the Reservoir park.

**New Structures:** The introduction of new structures to support visitor amenities and park needs is an issue that must be handled with great delicacy. Both from an historic preservation perspective and from a wetlands perspective, any interventions must be limited in scale and footprint in order to avoid any negative impact to the site. In addition, critical functions must be incorporated into the park including access control during off hours, access for emergency services, visitor amenities, handicapped accessibility, and so on. These and other requirements will be explored during the schematic design phase. In addition, certain engineering requirements will have to be met and addressed including stabilizing the perimeter wall where breached, providing access for site utilities, providing control of water levels and other critical functions.

Internally we have been exploring the idea of a structure that would span the breach, restoring integrity to the perimeter path and tying the two walls together with a common structure. New lateral bracing walls on either side of the breach could house a variety of functions including bathrooms and utility rooms that could be buried within the berm, making them invisible, while structurally reinforcing the perimeter wall. This structure would serve as a gateway to the site and provide grade level access for emergency services, handicapped access, boat launching, and other services. By keeping this structure at grade level, we avoid having to run major utilities much above street level, further reducing potential negative impact on the property. At any rate, these and other concepts and ideas for developing cost effective ways of integrating new uses and functions in ways that have a minimal impact on the site will be explored during this phase at a preliminary concepts stage.

**New Park Design:** To reduce costs we anticipate that new park design will be limited to a preliminary concepts stage in narrative and graphics to assist Jersey City in soliciting funding and moving the project to the next stage.

**Cost Estimating:** Our experience has demonstrated that early phase cost estimates are critical opportunities to balance scope demands with the availability of resources. Avoidance of budget and schedule conflicts as the design of Reservoir #3 Park moves forward will allow the city make the park available to the community as soon as possible while also efficiently utilizing the resources that are available to build the park. Beyond schematic design, budget management and cost estimating exercises will be an essential part of the designer's responsibility for overseeing the quality and economy of the design. Similarly, assumptions about long-term maintenance and operational costs will be considered throughout the process. For example, setting up and educating a group of 'caretakers' for the park will provide the appropriate amount of maintenance as well as a feeling of ownership to the community. In schematic design and potentially beyond, the city facilities staff will be important stakeholders in working with the designers to draft the long-term maintenance and operations program for the park, thus ensuring the long-term viability and vitality of the park.

JMA, MVVA, and ICI, will prepare an order of magnitude budgeting estimate during the Programming and Preliminary Concepts process to help guide the team towards a sustainable and affordable solution.

## **Project Schedule**

In general we have assumed that the National Register and Preservation Plan Phases will begin concurrently after the kick-off meeting with the completed National Register task completed within 60 days and the Preservation Plan completed to 75% within 120 days.

Site Survey and Laser Scanning will also commence immediately so that base documents can be completed (survey mapping and CAD drawings) within 60 days of NTP.

Site Analysis is dependent upon receiving updated maps and drawings, so that will commence 60 days after NTP.

Programming & Preliminary Concepts will commence at 60 days from NTP and be completed by the 180 day mark.

Site Analysis will be complete at 120 days from NTP (except for some specialized testing). This information will be incorporated into the 100% Preservation Plan for submission at 180 Days.

In general we believe a compressed time schedule is best for the project as it reduces overhead costs and keeps the team focused. A detailed project schedule is attached to this proposal.

## **Owner (City of Jersey City) Responsibilities:**

**Review Time:** Generally we have assumed no more than a ten-day review period following any submission. Should review time be extended beyond this timeframe, the overall project schedule may have to shift to accommodate this delay.

**Meetings:** We have assumed an approximately six-month overall project duration with meetings occurring during regularly scheduled fieldwork trips. We have assumed no more than monthly meetings during the project execution (i.e. six special trips for meetings) to keep the cost down. Should the project be significantly extended due to factors outside our control, the time between meetings may need to be extended or if additional meetings are required, then we may request additional compensation on an hourly basis.

**Traffic and Parking Control:** We have assumed that Jersey City can provide assistance in controlling parking and traffic during days when survey work will occur. This will be required on several different occasions when various activities will occur including operation of a self-propelled high reach, laser scanning and surveying work, and drilling of test wells. We have assumed that the Client will be responsible for traffic control, street closure, signage, and parking restrictions as required.

**Meeting Space and Refreshments:** We have assumed that the Client will be responsible for public notification of any public meetings and that they will arrange for appropriate meeting space, refreshments, and other desired resources.

Opening and resealing boarded up structures will be the responsibility of the Client.

## **Assumptions & Qualifications:**

We have assumed a high level of investigation and site analysis. We have included in our lump sum costs professional services time only. We have included under reimbursable expenses costs associated with travel and reproduction, but also for technical service providers where the specific scope could not be quantified pending receipt of information from the Client, or where such services are being performed by others outside the key firms listed. Examples include:

- Drilling of Groundwater Test Wells
- Environmental Testing of Soil & Water Samples

- Survey and Laser Scanning Services
- Traffic Data Collection

Should the level of service proposed exceed your budget we would be happy to adjust our scope or phasing to accommodate your budget. We would also be happy to provide you with a detailed breakdown of our pricing and rates if desired.

Water Resources Permitting: We have assumed that the NJDEP will allow this project to proceed as a single permit and have priced it accordingly. It is possible that they will consider this as two resources, one for the open water, and one for the shoreline and thus requiring two different permits. In that case, the water resources and permitting analysis cost will increase by 50%. Also, we have not budgeted for the actual permit fee (which can be quite expensive), assuming that the cost for this will be covered under future design or construction phases. These issues can only be determined once the project is under way.

**Revised Fees & Fee Structure:**

<b>A. Preservation Plan</b>	JMA	<b>\$ 85,225</b>
<b>B. National Register Nomination</b>	JMA	<b>\$ 7,431</b>
<b>C. Phases of Work</b>		
1. <b>Pre-Design &amp; Concepts</b>	JMA	\$ 19,333
	MVVA	\$ 40,000
	ICI	<u>\$ 1,950</u>
		<b>\$ 61,283</b>
2. <b>Site Analysis</b>	JMA	\$ 17,432
	WAI	\$ 67,330
	SESI	\$ 30,500
	RSA	\$ 20,000
	PEG	<u>\$ 14,400</u>
		<b>\$ 149,662</b>

<b>Total</b>	<b>\$ 303,601</b>
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**Water Resources/Wetlands Permitting Analysis (Moved to Site Analysis)**

<b>Reimbursable Expenses (All NTE)</b>		<b>\$ 52,000</b>
Travel	Est.	\$ 12,000
Reproduction	Est.	\$ 2,000
Groundwater Test Wells	Allow.	\$14,500
Environmental Testing	Allow.	\$ 8,000
Traffic Data Collection	Allow.	\$ 2,500
High Reach Rental (1 Day)	Allow.	\$ 1,000
Laser Scanning – Partial Site & 3 Bldgs	DDI	\$ 12,000

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES 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 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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 union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

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, 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 targeted 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

### EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

JOHN K. MOTT, PRESIDENT

Representative's Signature:

[Signature]

Name of Company: JOHN MILNER ASSOCIATES,

ARCHITECTS, ARCHITECTS, PLANNERS, P.C.

Tel. No. 703-354-9137 Date: 2/22/11

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the CITY of JERSEY CITY (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): JOHN K. MOTT, PRESIDENT

Representative's Signature: [Signature]

Name of Company: JOHN MILNER ASSOCIATES, ARCHITECTS, ARCHITECTS, ARCHITECTS, PLANNERS, P.C.

Tel. No.: 703-354-9737

Date: 2/22/11

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : JOHN MILNER ASSOCIATES, ARCHITECTS, ARCHEOLOGISTS, PLANNERS PC

Address : 5250 GARDNER AVENUE, SUITE 300, ALEXANDRIA, VA  
22312

Telephone No. : 703-354-9737

Contact Name : JOHN K. WOTT, PRESIDENT

Please check applicable category :

- Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)
- Woman Owned business (WBE)       Neither

#### Definitions

#### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

#### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**      **\*\*\* JOHN MILNER ASSOCIATES,  
ARCHITECTS, ARCHEOLOGISTS,  
PLANNERS, P.C.**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that  
**\*\*\*** (name of business entity) has not made any reportable  
contributions in the **\*\*one-year period** preceding \_\_\_\_\_ (date City Council  
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's  
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award  
of this contract. I further certify that during the term of the contract **\*\*\***  
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-  
128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and  
certification, I and/or the business entity, will be liable for any penalty permitted under law.

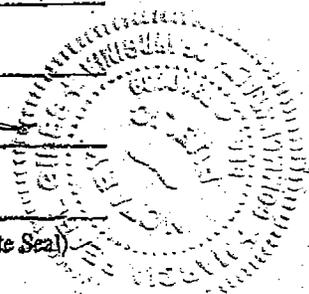
Name of Business Entity: JOHN MILNER ASSOCIATES, ARCHITECTS, ARCHEOLOGISTS, PLANNERS, P.C.

Signed *John K. Mott* Title: PRESIDENT

Print Name: JOHN K. MOTT Date: 2/22/11

Subscribed and sworn before me  
this 22 day of February 2011.  
My Commission expires:

*Marisa Gubler*  
(Affiant)  
Marisa Gubler (Print name & title of affiant) (Corporate Seal)



**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of  
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)  
shall be deemed to be a violation of the Ordinance.**

City Clerk File No. Ord. 08-128  
 Agenda No. INITIATIVE PETITION 1st Reading  
 Agenda No. 4.A. 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
 offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

**TITLE:**

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City  
 (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

**DEFINITIONS**

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

Continuation of City Ordinance 08-128, page 2

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or infeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

#### SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (g) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

Continuation of City Ordinance 08-128, page 3

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

- (h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.
- (i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

#### SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

#### SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

#### SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

- (j) Prior to awarding any contract or agreement to procure Professional Services\* or Extraordinary Unspecified Services\* from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.
- (k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.
- (l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

#### SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

#### SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

Continuation of City Ordinance 08-128, page 4

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

#### SECTION 7 - PENALTY

- (m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.
- (n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.
- (o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it; shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

#### SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

#### SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby; and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307  
 Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302  
 Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302  
 Aaron Morill, 209 Washington Street, Jersey City, N.J. 07302  
 Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

#### SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

Continuation of City Ordinance 08-128 page 5

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

**SECTION 11 - INDEXING**

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of the City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

**SECTION 12 - EFFECTIVE DATE**

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required

Not Required

# Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. 4.A. Ord. 08-128

TITLE:

4.A.

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited to its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
N/A											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

JAMES F. WADDETON	AARON MORRILL	JAMES CARROLL	N.V.-Not Voting (Abstain)
BRET SCHUNDLER	RAYLIE YUNKER	SEBASTIAN BERNHEIM	
STEVE DAVISON	TOM GIBBONS	HEATHER TAYLOR	
TOM WILEN	SHELLEY SKINNER	DANIEL LEVIN	

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
SEP 03 2008 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

DAN FALCON	YVONNE DALCER	N.V.-Not Voting (Abstain)
ANTHONY MORELLI		
ANDREW HUBSCH		
MAHALY DOWLES		

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
SEP 03 2008 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

SEP 03 2008

Adopted on second and final reading after hearing on

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 03 2008

*Robert Byrne*  
 Robert Byrne, City Clerk

APPROVED:

*Mariano Vega Jr.*  
 Mariano Vega, Jr., Council President

Date: SEP 03 2008

APPROVED:

*Joseph P. Hest*  
 Joseph P. Hest, Mayor

Date: SEP 05 2008

Date to Mayor: SEP 04 2008

\*Amendment(s):

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
JOHN K. MOTT	7903 TURNCREST DRIVE POTOMAC, MD 20854
CHARLES S. RAITH	1380 SO. SIXTH ST. LOUISVILLE, KY 40208

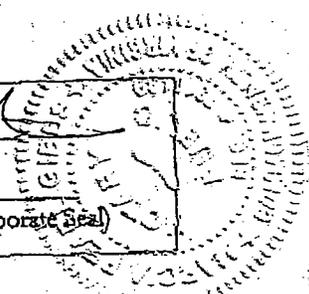
**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: JOHN MILNER ASSOCIATES, ARCHITECTS, ARCHITECTS, ARCHITECTS, PLANNERS, P.C  
 Signed: [Signature] Title: PRESIDENT  
 Print Name: JOHN K. MOTT Date: 2/22/11

Subscribed and sworn before me this 22 day of February, 2011.  
 My Commission expires: 2/28/2014

[Signature]  
 (Affiant)  
 Marcia Gilman  
 (Print name & title of affiant) (Corporate Seal)









# CERTIFICATE OF LIABILITY INSURANCE

OP ID LP

DATE (MM/DD/YYYY)

07/23/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wortley/Poole Professional, Ltd 1 Penn Center 1617 JFK Boulevard, Suite 880 Philadelphia PA 19103 Phone: 215-564-6970 Fax: 215-564-6975	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>PRODUCER CUSTOMER ID #:</b> JMASE-1		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> XL Specialty Insurance Co.		37885
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 JMA Services, Inc.  
 t/a John Milner Assoc., Inc.  
 Att: Kathy Bowers  
 535 North Church Street  
 West Chester, PA 19380

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJ	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
		INSR	WVD				
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional Liability</b>			DPR9686026	07/04/10	07/04/11	Ea Claim \$1,000,000 Ann Agg \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expenses.  
 RE: Reservoir #3 - Historic Preservation

<b>CERTIFICATE HOLDER</b>  City of Jersey City Attn: Glenn A. Wrigley, AIA, Division of Architecture 575 Route 440 Jersey City NJ 07305	<b>CITYJ-1</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

OP ID JT  
MILNE-1

DATE (MM/DD/YYYY)

04/15/10

<b>PRODUCER</b> The Hirshorn Company 14 East Highland Avenue Philadelphia PA 19118 Phone: 215-242-8200 Fax: 215-247-6366		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> John Milner Associates, Inc. JMA Services, Inc. JMA Properties, Inc. 535 N. Church Street West Chester PA 19380-2397		<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
		INSURER A: Valley Forge Insurance Company	20508
		INSURER B: Continental Casualty Company	20443
		INSURER C: Transportation Insurance Co.	20494
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT LOC	3010061861	05/01/10	05/01/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp/Coll Ded. \$500/500	3010064677  HCPD \$35,000	05/01/10	05/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
B X	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	3010065358	05/01/10	05/01/11	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	Y/N 3010061908 N	05/01/10	05/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Buildings/Contents</b> incl EDP	3010061861 DED \$1,000	05/01/10	05/01/11	Limit \$4,744,620 Val Paper \$150,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Ref: Reservoir #3 - Historic Preservation  
 Certificate holder & the Reservoir Preservation Alliance as additional insureds respects liability

### CERTIFICATE HOLDER

JERSEY C  
 City of Jersey City  
 Attn Glenn A. Wrigley AAI  
 Division of Architecture  
 575 Route 440  
 Jersey City NJ 07305

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:**

JOHN MILNER ASSOCIATES, ARCHITECTS,  
ARCHEOLOGISTS, PLANNERS, P.C.

**Trade Name:**

**Address:**

5250 CHEROKEE AVENUE SUITE 300  
ALEXANDRIA, VA 22315-2052

**Certificate Number:**

0089487

**Effective Date:**

May 30, 1991

**Date of Issuance:**

July 10, 2009

**For Office Use Only:**

20090710150138425

Certification: 17013

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUN 2009 TO 15 JUN 2012



JOHN MILNER ASSOCIATES, INC.  
535 NORTH CHURCH STREET  
WEST CHESTER PA 19380



State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-180

Agenda No. 10.W

Approved: MAR 23 2011

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AIRBRAKE & EQUIPMENT FOR FURNISHING AND DELIVERING HEAVY EQUIPMENT PARTS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF AUTOMOTIVE MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 10-152, approved on March 10, 2010, awarded a one-year contract in the amount of \$430,492.85 to Airbrake and Equipment to furnish and deliver heavy equipment parts for the City of Jersey City (City), Department of Public Works/Division of Automotive Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for a one-year period; and

**WHEREAS**, the contractor has been performing the services in an effective and efficient manner; and

**WHEREAS**, the total cost of the contract renewal is **Four Hundred and Thirty Thousand, Four Hundred and Ninety Two Dollars and Eighty Five Cents (\$430,492.85)**; and

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of March 11, 2011 and ending on March 10, 2012; and

**WHEREAS**, funds in the amount of **\$15,000.00** are available in Account No. 11-01-201-26-315-210.

**NOW, THEREFORE BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) The Mayor or Business Administrator is authorized to renew the contract with Airbrake and Equipment to furnish and deliver heavy equipment parts for the Department of Public Works/Division of Automotive Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 11, 2011, and the total cost of the contract shall not exceed **\$430,492.85**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2011 calendar year permanent budget and in the subsequent calendar year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

*J.A.*  
*3/17/11*

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH AIRBRAKE & EQUIPMENT FOR FURNISHING AND DELIVERING HEAVY EQUIPMENT PARTS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 11-01-201-26-315-210 for payment of the above resolution.

Requisition # 0153683

Purchase Order # 102625

Temp. Encumbrancy \$15,000.00

RWH/sb  
February 16, 2011

APPROVED: [Signature] Donna Mauer, Director, Department of Public Works

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

Resolution renewing a contract with Airbrake and Equipment for the Department of Public Works, Division of Automotive Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Resolution for heavy equipment parts for the Department of Public Works, Division of Automotive Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

For heavy equipment parts for the Department of Public Works, Division of Automotive Maintenance.

**5. Anticipated benefits to the community:**

For heavy equipment parts to keep the City fleet functioning and operable for the Department of Public Works, Division of Automotive Maintenance.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

The cost of this renewal is four hundred and thirty thousand, four hundred and ninety two dollars and eighty five cents (\$430,492.85).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

March 10, 2012.

**9. Person responsible for coordinating proposed program, project, etc.:**

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
\_\_\_\_\_  
Signature of Department Director      2/25/11      Date

Requisition #  
0153683

Assigned PO #  
102625

Requisition

Vendor  
AIR BRAKE & EQUIPMENT  
225 ROUTE 22 WEST  
HILLSIDE NJ 07205

Dept. Bill To  
AUTOMOTIVE  
575 ROUTE 440  
JERSEY CITY NJ 07305

Dept. Ship To  
575 ROUTE 440  
JERSEY CITY NJ 07305

AI012260

Contact Info  
HECTOR ORTIZ, DIRECTOR  
2015474423

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	RENEWAL FOR: FURNISHING AND DELIVERING HEAVY EQUIPMENT EXERCISING OPTION TO RENEW *** RENEWAL AMOUNT = \$430,492.85 *** TEMP ENCUMBRANCY = \$10,000.00 DURATION OF CONTRACT = 03/11/11 TO 03/10/12 ORIGINAL PO 99329 RESOLUTION # 10-152, APPROVED MARCH 10,2010  PARTIAL PAYMENT VOUCHERS	01-201-26-315-210	15,000.00	15,000.00

Requisition Total 15,000.00

Req. Date: 02/25/2011  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By: *Selendria Bagnante*  
02/25/11

This Is Not A Purchase Order



# CITY OF JERSEY CITY

DEPARTMENT OF PUBLIC WORKS

DIVISION OF AUTOMOTIVE

575 ROUTE 440, JERSEY CITY, NEW JERSEY 07305

Tel. (201) 547-4420 • Fax: (201) 547-5581

RODNEY HADLEY  
Department Director

HECTOR ORTIZ  
Director

**Air Brake & Equipment**  
225 Route 22 West  
Hillside, NJ 07205

February 22, 2011

**Subject: 2<sup>nd</sup> year Contractual Option**

The City of Jersey City wishes to renew contract # 100912 with Air Brake & Equipment for a second (2<sup>nd</sup>) year, at prices quoted on The Schedule of Prices submitted on 3/10/2010 (see attached).

Please advise in writing, if this is acceptable and state any concerns as soon as possible. Also forward a copy of the company Business Registration Certificate (BRC) and fill out the attached EEO/Affirmative Action Package. Upon receiving your written reply a resolution may be drafted issuing a new Contract & Purchase Order number for the upcoming contract year to encumber sufficient funds.

I look forward to your reply and to continuing to work together.

Sincerely,

  
Hector Ortiz  
Director of Automotive Maintenance

DEPT. OF PUBLIC WORKS  
DIRECTOR'S OFFICE  
FISCAL OFFICE  
2011 MAR 2 PM 2 23



# **Air Brake & Equipment**

**TRUCK & EQUIPMENT PARTS,  
TRUCK SALES & SERVICE**

225 ROUTE 22 WEST · HILLSIDE, NEW JERSEY 07205-1832  
973-926-0166 FAX: 973-926-3110

**March 2, 2011**

**Mr. Hector Ortiz  
Director of Automotive Services  
City of Jersey City  
575 Route 440  
Jersey City NJ 07305**

**Dear Mr. Ortiz:**

**We agree to renew contract # 100912 with the City of Jersey City for an additional year at the prices quoted on the schedule of prices submitted on 3/10/2010.**

**We look forward to working together with you.**

**Sincerely,**

**William White  
Manager**

**Attachments:**

**Copy of Business registration**

**Copy of certificate of Employee Information**

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 10-152

Agenda No. 10-M

Approved: MAR 10 2010



TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIRBRAKE & EQUIPMENT FOR FURNISHING AND DELIVERING HEAVY EQUIPMENT PARTS OR APPROVED EQUAL TO THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE MAINTENANCE**

**COUNCIL**

**OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:**

WHEREAS, the Acting City Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for Furnishing and Delivering Heavy Equipment Parts or Approved Equal pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) Bid, the sole bid being from Airbrake & Equipment, 225 Route 22W, Hillside, New Jersey 07205 in the total bid amount of Four Hundred Thirty Thousand, Four Hundred Ninety Two (\$430,492.85) Dollars and Eighty Five Cents ; and

WHEREAS, the Acting City Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the term of this contract shall be for one (1) year after award of contract with an option to extend the contract with the same terms and conditions for a one (1) year period at the request of the City in accordance with N.J.S.A. 40A:11-15 permitting a term for two (2) years.

WHEREAS, because this contract was bid as an open-end contract the City is not obligated to order the maximum amount of the quantity stated for each item and because of budgetary constraints, the total amount of the contract shall not exceed the sum of \$250,000.00; and,

WHEREAS, the sum of Fifteen Thousand (\$15,000.00) Dollars is available in the 2010 temporary budget ; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Department of Public Works/Automotive Maintenance  
Acct. No. 01-201-26-315-210      P.O. NO. 99329      Amount \$15,000.00

WHEREAS, the remaining contract funds will be made available in the 2010 and 2011 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010 and 2011 temporary and permanent budget; and

WHEREAS, if funds are not available for the contract in the 2010 and 2011 temporary and permanent budgets; this award will be null and void.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Airbrake & Equipment, be accepted and that a contract be awarded to said company in the above amount and the Acting City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

City Clerk File No. Res. 10-152

Agenda No. 10.W

TITLE: **MAR 1 0 2010**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AIRBRAKE & EQUIPMENT FOR FURNISHING AND DELIVERING HEAVY EQUIPMENT PARTS OR APPROVED EQUAL TO THE DEPARTMENT OF PUBLIC WORKS/AUTOMOTIVE MAINTENANCE**

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account No.01-201-26-315-210

Department of Public Works/Automotive Maintenance  
Acct. No. 01-201-26-315-210 P.O. NO. 99329 Amount \$15,000.00

**APPROVED**  
Peter Folgado, Acting Purchasing Director

APPROVED: [Signature]  
APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 8-0  
3/10/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/10/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
CONNELLY	✓			FULOP	✓			FLOOD		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

**SCHEDULE OF PRICES**

For furnishing and delivering, to the City of Jersey City, Dept. of Public Works, Div. of Automotive Maintenance, in strict accordance with these specifications the items listed herein: **Heavy Truck Parts** with the listed part number or approved equal from \_\_\_\_\_ through \_\_\_\_\_

To the Municipal Council of Jersey City  
**COUNCIL MEMBERS:** \_\_\_\_\_ will contract to  
 according to plans and specifications for the same in the office of Purchasing for the following prices, viz.;

Prices to be quoted per Unit and Extended Amount

Item	Quantity	Make	Part Description	Part #	Unit Price	Extended Price
1.	24 ea.	Prestolight	200 AMP relay	672034	\$ 1,165.00	\$ 27,960.00
2.	20 ea.	Meritor	Adjuster	17-3275G501	\$ 137.70	\$ 2,754.00
3.	20 ea.	WABCO	Air solenoid	S4720002302ZZ	\$ 820.50	\$ 16,410.00
4.	20 ea.	Meritor	cylinders	3295V5196	\$ 189.00	\$ 3,780.00
5.	20 ea.	Rockwell	Arm assembly	R250094	\$ 161.65	\$ 3,233.00
6.	20 ea.	Rockwell	Arm assembly	R250095	\$ 179.42	\$ 3,588.40
7.	20 ea.	Torrington	Bearing	C110212	\$ 180.75	\$ 3,615.00
8.	20 ea.	Torrington	Bearing	C940212	\$ 116.11	\$ 2,322.20
9.	15 ea.	Morse	Cable assembly	52XTGCV	\$ 569.50	\$ 8,542.50
10.	10 Sets.	Bendix	Brake Assy	808834	\$ 360.00	\$ 3,600.00
11.	10 ea.	Bendix	Cast series brake with material	81323N	\$ 1,045.24	\$ 10,452.40
12.	10 ea.	IHC	Cylinder (gauged & cut to size)	3938G-CXHD	\$ 208.06	\$ 2,080.60
13.	10 Sets..	Bendix	Brake Assy	808835	\$ 1,011.52	\$ 10,115.20
14.	10 ea.	WABCO	ECU valve	S4725000/OA	\$ 579.25	\$ 5,792.50
15.	20ea.	CHELSEA	PTO	220ZCAKX	\$ 1,311.25	\$ 26,225.00
16.	15 ea.	Humphrey	Solenoid	S310	\$ 995.35	\$ 14,930.25
17.	10 ea.	Donaldson	Air cleaner assembly	A102141	\$ 620.00	\$ 6,200.00
18.	15 ea.	Seagrave	HD drums	3219M4797A	\$ 560.75	\$ 8,411.25
19.	10 ea.	Meritor	Lining Kit	2001B158	\$ 1,892.00	\$ 18,920.00
20.	4 ea.	Parker	High flow pump	H49BT2AA17560	\$ 1,662.00	\$ 6,648.00
21.	4 ea.	Parker	High flow pump	H90CY2CA17560	\$ 1,580.00	\$ 6,320.00

22.	5 ea.	Prestolight	High output alternator	LCZLN2428	\$ 970.00	\$ 4850.00
23.	8 ea.	Detroit	Oil after cooler	48646633	\$ 915.25	\$ 7322.00
24.	10 ea.	Rockwell	Compressor	R955104583	\$ 3787.23	\$ 37872.30
25.	20 ea.	Federal	Sealing clamp	370069	\$ 37.50	\$ 750.00
26.	20 ea.	Federal	Sealing clamp	370120	\$ 37.25	\$ 745.00
27.	10 ea.	Allison	Shift cables	1170-15	\$ 582.10	\$ 5821.00
28.	10 ea.	Seagrave	Solenoid air / electric	S-4912	\$ 789.40	\$ 7894.00
29.	8 ea.	Meritor	Spider Assembly	A3-3211D6816	\$ 1,607.05	\$ 12,856.40
30.	12 ea.	Rockwell	Auto Slack	R802354	\$ 188.59	\$ 2,263.03
31.	5 ea.	ABS	Steering cylinder new	RG7830	\$ 1620.00	\$ 8,100.00
32.	5 ea.	ABS	Steering gear new	492SX	\$ 2,730.00	\$ 13,650.00
33.	12 ea.	Prestolight	Volt regulator	2122A	\$ 889.30	\$ 10,671.60
34.	10 ea.	Wabco	Valve	54325110000	\$ 376.82	\$ 3,768.20
35.	10 ea.	Parker	Valve	16FFH5C2164	\$ 495.00	\$ 4,950.00
36.	10 ea.	Rockwell	Pump bearings	1292-CVR	\$ 577.20	\$ 5,772.00
37.	10 ea.	Rockwell	Pump gears	22522-CVR	\$ 699.20	\$ 6,992.00
38.	10 ea.	Bendix	Dryer assembly	802174	\$ 199.00	\$ 1,990.00
39.	10 ea.	WABCO	Air valves	416872	\$ 277.75	\$ 2,777.50
40.	10 ea.	CCC	Pressure Valve	346-0231	\$ 369.00	\$ 3,690.00
41.	8 ea.	Humphrey	Valve	H104E04	\$ 1080.00	\$ 8,640.00
42.	2 ea.	Donaldson	Stack assembly	962-423	\$ 1,120.00	\$ 2,240.00
43.	5 ea.	WABCO	High output valve	625-27	\$ 566.20	\$ 2,831.00
44.	6 ea.	Chelsea	Pump	270XAAJ	\$ 2705.30	\$ 16,231.80
45.	10 ea.	WABCO	Line Filter	S432511000	\$ 2297.70	\$ 22,977.00
46.	8 ea.	Holsett	Air Compressor	3558044X	\$ 499.00	\$ 3,992.00
47.	10 ea.	Eaton	Adjuster	8-2068	\$ 237.00	\$ 2,370.00
48.	10 ea.	Merit	Front Air Disc	3218w156	\$ 480.20	\$ 4,802.00
49.	10 ea.	TRW	Left Rod	R230068	\$ 45.60	\$ 456.00
50.	10 ea.	TRW	Right Rod	R230069	\$ 50.25	\$ 502.50

51.	10 ea.	Merit	Joint	CP280	\$ 31.50	\$ 315.00
52.	10 ea.	Merit	Joint	CP281	\$ 45.27	\$ 452.70
53.	5 ea.	IHC	Condensor	ZGG707002	\$ 281.39	\$ 1406.95
54.	8 ea.	Crane Carrier	Dray Link	076C-0027	\$ 720.00	\$ 5760.00
55.	10 ea.	Federal	Bearing	6420	\$ 113.26	\$ 1132.60
56.	10 ea.	Federal	Race	47620	\$ 50.85	\$ 508.50
57.	10 ea.	Federal	Bearing	6464-A	\$ 200.07	\$ 2000.70
58.	6 ea.	Federal	Water Pump	FP1948	\$ 520.86	\$ 3125.16
59.	10 ea.	Gun	Drum	3187	\$ 345.33	\$ 3453.30
60.	10 ea.	Meritor	Kit	KSR3014515P	\$ 296.33	\$ 2963.30
61.	7 ea.	Meritor	A Splder	A3321106817	\$ 1607.05	\$ 11,249.35
62.	10 ea.	Meritor	Bracket	A263299L6304	\$ 691.89	\$ 6918.90
63.	8 ea.	IHC	Power Head	504837C7	\$ 697.01	\$ 5576.08
64.	8 ea.	Splcer	Yoke	6-4-6391X	\$ 277.36	\$ 2218.88
65.	10 ea.	Baldwin	Filter	B7177	\$ 27.88	\$ 278.80
66.	10 ea.	Gate	Hose	27096	\$ 248.62	\$ 2486.20
67.	10 ea.	Merit	Joint	CO407	\$ 95.04	\$ 950.40
<b>TOTAL BID AMOUNT</b>					\$	430,492.85

four hundred thirty thousand four hundred ninety two dollars  
 (↑ TOTAL BID AMOUNT IN WRITTEN WORDS ↑)  
 and Eighty five cents

All quotations must be typewritten or written in ink. Pencil quotations will automatically render the bid informal. This bid must be accompanied by a bond or certified check for ten (10%) percent of the total amount of the bid. Bond must be from some a surety company authorized to do business in the State of New Jersey.

<b>COMPANY NAME:</b> AIR BRAKE & EQUIPMENT	<b>NAME:</b> WILLIAM WHITE
<b>ADDRESS:</b> 225 RT 22 WEST HILLSIDE, N.J. 07205	<b>ADDRESS:</b> 225 RT 22 WEST HILLSIDE, N.J. 07205
<b>DATE:</b> 2/8/10	<b>PHONE:</b> 973-926-0166

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative action  
280 Grove Street Room-103  
Jersey City NJ 07302  
Tel. #201-547-4533  
Fax# 201-547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES 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 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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 union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

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, 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 targeted 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): \_\_\_\_\_

William White

Representative's Signature: \_\_\_\_\_

Name of Company: Air Brake + Equipment

Tel. No.: 973-926-0166 Date: 3/2/2011

# Sample Federal Letter of Approval

U.S. Department of Labor Employment Standards Administration Office of Federal  
Control Compliance Programs Newark Area Office 124 Evergreen Place, Fourth Floor  
East Orange, NJ 07108



February 27, 20\_\_

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20\_\_.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely, Area

Office Director.

# SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certificate \_\_\_\_\_

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

# VOID

This is to certify that the contractor has filed with the State of New Jersey a true and correct Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and that the Treasurer of New Jersey has approved said report. This approval will continue in effect for the period of \_\_\_\_\_

# VOID



State Treasurer

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PUBLIC CONTRACTS EQUAL  
EMPLOYMENT OPPORTUNITY COMPLIANCE

Form AA302

Employee Information Report

Form AA302  
Rev. 10/08

STATE OF NEW JERSEY  
Division of Public Contracts Equal Employment Opportunity Compliance

**EMPLOYEE INFORMATION REPORT**  
IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHELTER BALLPOINT PEN.  
FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.  
DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		
Original Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures for all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT NONMINORITY/AFRICAN AMERICAN EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AFRIC. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AFRIC. INDIAN	ASIAN	NON MIN.
Officials/Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operations (Semi-skilled)													
Laborers (Semi-skilled)													
Service Workers													
<b>TOTAL</b>													
Total employment from previous Report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	13. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
11. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO   DAY   YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO. EXTENSION)

I certify that the information on this Form is true and correct.

WHITE - DIV. OF PUBLIC CONTRACTS EEO; CANARY - DIV. OF PUBLIC CONTRACTS EEO DP; PINK - PUBLIC AGENCY; GOLD - VENDOR

# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.

**Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillipine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209

Trenton, New Jersey 08625-0209

Telephone No. (609) 292-5475

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: William White  
Representative's Signature: [Signature]  
Name of Company: Ac Books + Equipment  
Tel. No.: 973-926-0166 Date: 3/2/11

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Air Brake + Equipment  
Address : 225 Route 22 West Hillsid. NJ.  
Telephone No. : 973-926-0166  
Contact Name : William White

Please check applicable category :

- Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Air Brake + Equipment  
Address : 225 Route 22 West Hillside N.J.  
Telephone No. : 973-926-0166  
Contact Name : Bill White

Please check applicable category :

- |  |   |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE)    | <input checked="" type="checkbox"/> Neither                     |

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

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**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**“New Jersey Business Registration Requirements”**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.”

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR**

DEPARTMENT OF TREASURY AND BUREAU OF REVENUE

**TAXPAYER NAME:** TAX REGISTRATION TEST ACCOUNT

**TRADE NAME:** CL...

**TAXPAYER IDENTIFICATION#:** 878-097-3020000

**REGISTRATION NUMBER:** 1093907

**ADDRESS:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**ISSUANCE DATE:** 07/14/04

*J.P. & Family*

This Certificate is NOT negotiable or transferable. It must be taken to the address of the taxpayer.

**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** TAX REG TEST ACCOUNT

**Trade Name:**

**Address:** 847 ROEBLING AVE  
TRENTON, NJ 08611

**Certificate Number:** 1093907

**Date of Issuance:** October 14, 2004

**For Office Use Only:**  
20041014112823533

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
Renewal  
Certification 18143

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2015 - MAR-2017

AIR BRAKE AND EQUIPMENT  
225 ROUTE 22 WEST  
HILLSIDE  
NJ 07208



  
Andrew P. Sidamon-Eristoff  
State Treasurer



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** APPOLONIA, INCORPORATED  
**Trade Name:** AIR BRAKE & EQUIPMENT  
**Address:** 225 RT 22 W  
HILLSIDE, NJ 07205  
**Certificate Number:** 0067176  
**Effective Date:** October 26, 1976  
**Date of Issuance:** March 03, 2011

**For Office Use Only:**

20110303142224020

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-181

Agenda No. 10.X

Approved: MAR 23 2011



TITLE:

**RESOLUTION AMENDING A CONTRACT WITH JOSEPH M. SANZARI, INC. FOR RESURFACING OF VARIOUS STREETS FOR 2008, PROJECT NO. 08-001 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, on July 16, 2008 the Municipal Council of the City of Jersey City awarded a contract to Joseph M. Sanzari, Inc., for Resurfacing of Various Streets in the amount of \$4,011,673.80 (Resolution No. 08-546); and

**WHEREAS**, the project specifications are required by law to include a contract provision that allows for price adjustments for the cost of asphalt; and

**WHEREAS**, such a price adjustment was provided in the contract for this project under Item No. 15 for \$20,000.00; and

**WHEREAS**, the Asphalt Price Index set by the State of New Jersey increased dramatically during the course of the project, and by New Jersey State Law, the City is obligated to reimburse the contractor for those increased costs; and

**WHEREAS**, due to substantial increases in the cost of asphalt during the time of paving, the actual price adjustment for the cost of asphalt is \$216,876.00 which substantially exceeds the \$20,000.00 set aside for this item; and

**WHEREAS**, there is only \$36,843.83 remaining in the project account at this time; and

**WHEREAS**, an additional \$180,031.87 is necessary in order to bring the total available funds to \$216,876.00 to pay for the actual price adjustment of the asphalt, bringing the total contract amount to \$4,191,705.67 which represents 20.66% above the Bid Price; and

**WHEREAS**, funds are available for this expenditure in the amounts shown below in accordance with requirements of the Local Budget Law N.J.S.A. 40A:4-1 et seq.; and

Account No: 04-215-55-842-990 R-0153418 P. O. #102626 \$180,031.87

**WHEREAS**, N.J.A.C. 5:30-11.9 requires that any change order which increases the contract amount by more than 20% be authorized by Resolution.

TITLE:

**RESOLUTION AMENDING A CONTRACT WITH JOSEPH M. SANZARI, INC. FOR RESURFACING OF VARIOUS STREETS FOR 2008, PROJECT NO. 08-001 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1. The Purchasing Agent is authorized to amend the contract with Joseph M. Sanzari, Inc. to increase the contract amount by an additional \$180,031.87.
- 2. A notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

APPROVED: [Signature]  
3/4/11  
Chuck F. Lee, P.E.  
City Engineer

APPROVED: \_\_\_\_\_  
Peter Folgado  
Director, Purchasing

*J.A. 3/17/11*

APPROVED: [Signature]  
RODNEY HADLEY, DIRECTOR, DPW

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** JOSEPH M. SANZARI, INC.  
**Trade Name:**  
**Address:** 90 WEST FRANKLIN STREET  
HACKENSACK, NJ 07601  
**Certificate Number:** 0100759  
**Effective Date:**  
**Date of Issuance:** March 07, 2011

**For Office Use Only:**  
20110307143737296

**EXHIBIT B (Cont)**

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 of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT B  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): \_\_\_\_\_

*Paul A. Sarlo, COO*

Representative's Signature: \_\_\_\_\_

Name of Company: *Joseph M. Sarlo, Inc*

Tel. No.: *201-342-6815* Date: *7/6/10*

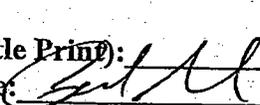
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the City of Jessy City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Paul A. Scarlo, COO  
Representative's Signature:   
Name of Company: Joseph M. Senzari, Inc.  
Tel. No.: 201-392-6895 Date: 7/6/10

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)  
N.J.A.C. 17:27

**CONSTRUCTION CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27.

After notification of award, but prior to signing the contract, the contractor shall submit to the Public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division), an Initial Project Workforce Report (Form AA201) 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 shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer. The contractor shall also 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.

The contractor may obtain the Initial Project Workforce Report (AA201) from the public agency during normal business hours.

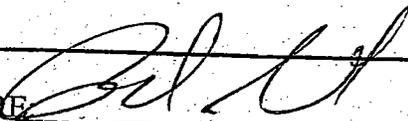
The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27.

COMPANY:

Joseph M. Senzuc, Inc.

SIGNATURE



DATE:

7/6/10

PRINT NAME:

Paul A. Senzuc

TITLE:

COO

STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

Assignment

Code

FORM AA-201

Revised 10/03

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM. PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER <b>222 585 273</b>	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT <b>City of Jersey City</b>	
3. NAME AND ADDRESS OF PRIME CONTRACTOR <b>Joseph M. Sznur, Inc.</b> (Name) <b>70 W. Franklin St.</b> (Street Address)		CONTRACT NUMBER <b>09-006</b>	DATE OF AWARD <b>7/15/10</b>
		DOLLAR AMOUNT OF AWARD <b>3,169,667</b> <sup>00</sup>	

6. NAME AND ADDRESS OF PROJECT <b>Hullensok NJ 07601</b> (City) (State) (Zip Code)		7. PROJECT NUMBER
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
9. TRADE OR CRAFT		COUNTY <b>Hudson</b>

	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN	<b>3</b>									
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER	<b>5</b>		<b>1</b>		<b>1</b>		<b>1</b>		<b>8/15/10</b>	<b>5/1/11</b>
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER	<b>10</b>				<b>2</b>					
18. LABORER	<b>15</b>				<b>3</b>					
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

**Paul A. Surlu**

*(Signature)*

(Signature)

**COO**

(Title)

10. (Please Print Your Name)

**201-342-6891**

**7/6/10**

(Area Code)

(Telephone Number)

(Ext.)

(Date)

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Joseph M. Scanzano, Inc.  
Address : 90 W. Franklin St., Hackensack NJ 07601  
Telephone No. : 201-342-6895  
Contact Name : Pal A. Scarlo

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

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**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

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**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Joseph M. Scuzag Inc.  
Address : 90 W. Franklin St., Hackensack NJ 07601  
Telephone No. : 201-342-6895  
Contact Name : Paul A. Sculo

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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**Woman Business Enterprise**

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AA-11

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-182

Agenda No. 10.Y

Approved: MAR 23 2011

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BOBCAT OF NORTH JERSEY FOR FURNISHING AND DELIVERING AN S650 BOBCAT SKID STEER LOADER FOR THE DEPARTMENT OF FIRE AND EMERGENCY SERVICES

### COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for furnishing and delivering an S650 Bobcat skid steer loader pursuant to specifications; and

**WHEREAS**, the City of Jersey City (City) received three (3) quotes the lowest responsible being that from Bobcat of North Jersey, 201 Maltese Drive, Totowa, NJ 07512 in the total bid amount of **Thirty Five Thousand Five Hundred Eighty Dollars (\$35,580)**; and

**WHEREAS**, The Purchasing Director has certified that he considers said quote to be fair and reasonable; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

**WHEREAS**, the Fire Director has determined and certified in writing that the value of the contract will exceed \$35,580; and

**WHEREAS**, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that contractor has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit contractor from making any reportable contributions during the term of the contract; and

**WHEREAS**, contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, funds in the amount of \$35,580 are available in Account No. 02-213-40-964-314.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

- 1) A contract in the amount of **\$35,580** for furnishing and delivering an S650 Bobcat Skid Steer Loader is awarded to Bobcat of North Jersey and the Purchasing Director is directed to have such a contract drawn up and executed;

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BOBCAT  
 OF NORTH JERSEY FOR FURNISHING AND DELIVERING A S650 BOBCAT  
 SKID STEER LOADER FOR THE DEPARTMENT OF FIRE AND  
 EMERGENCY SERVICES**

- 2) Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and
- 3) The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$35,580 are available in Account No. 02-213-40-964-314.

**Account No. 02-213-40-964-314      P.O. No. 102639      \$35,580**

RR  
2-16-11

*J.A. 3/17/11*

APPROVED: *Donna Mauer*  
 APPROVED: *[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
*[Signature]*  
 Corporation Counsel

Certification Required   
 Not Required

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*  
 Peter M. Brennan, President of Council

*Robert Byrne*  
 Robert Byrne, City Clerk



**RESOLUTION Cover Sheet**



**Jersey City  
Metropolitan Medical Response System**

ITEM "BOBCAT" MULTI PURPOSE LIAT

- Resolution
- Requisition (from Janis)
- Quote from Vendor
- Vendor's State Contract Information
- EEO / AA Must be approved by Jeana Abuan
  
- Cert
- Non Collusion
- Public Disclosure
- Americans Disability Act
- Minority/ Women Business Enterprise
- Pay to Play reform



# Bobcat.

## Product Quotation

Quotation Number: 574F0949v1  
Date: 2011-02-10 11:27:01

Ship to	Bobcat Dealer	Bill To
Jersey City Fire Dept Attn: Marty Valent 465 Main Blvd. Jersey City, NJ 07306 Phone: (201) 547-5566 Fax: (201) 547-5999	Bobcat of North Jersey, East, Totowa, NJ 201 MALTESE DRIVE TOTOWA NJ 07812 Phone: (973) 774-9500 Fax: (973) 774-9501  Contact: Patrick Barrett Phone: 973-774-9500 Fax: 973-774-5503 Cell: 908-446-0127 E-Mail: patrick.barrett@bobcat.com	Jersey City Fire Dept Attn: Marty Valent 465 Main Blvd. Jersey City, NJ 07306 Phone: (201) 547-5566 Fax: (201) 547-5999

Description	Part No	Qty	Price Ea.	Total
<b>\$650 Bobcat Skid-Steer Loader</b> At 3 HP Turbo Inman Tier IV Diesel Engine Auxiliary Hydraulics, Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Engine/Hydraulic Systems Shutdown Glow Plugs - Automatically Activated Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights Lift Arm Support Lift Path: Vertical	M0069	1	\$36,184.00	\$36,184.00
Lights, Front & Rear Operator Cab Includes: Adjustable Cushion Seat, Top & Rear Windows, Parking Brake, Seat Belt, Seat Belt Roll-Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE- J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) Spark Arrestor Muffler Tires: 12-16.5 12 PR Bobcat Heavy Duty Warranty: 12 Months, Unlimited Hours				
A71 Option Package Cab enclosure with Heat and AC Reluxe Instrument Panel Power Bobtach Sound Reduction	M0069-P01-A71	1	\$5,749.00	\$5,749.00
Rotating Beacon Kit 80" CVL Heavy Duty Bucket Bolt-On Cutting Edge 80"	7129299 6726344 6918008	1 1 1	\$225.00 \$1,425.00 \$263.82	\$225.00 \$1,425.00 \$263.82
Description Foam Filling for 12 X 16.5 Heavy Duty Tires	Part No	Qty	Price Ea.	Total
		1	\$800.00	\$800.00
<b>Total of Items Quoted</b>				<b>\$44,646.82</b>
Dealer P.D.I.				\$200.00
Freight Charges				\$869.00
Dealer Assembly Charges				\$157.50
Discount            Factory Discount				(\$10,293.52)
<b>Quote Total - US dollars</b>				<b>\$35,580.00</b>

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

① Reso      ② EEOA

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-PAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I — Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq, that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (data of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund Of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor
Friends of Nidia R. Lopez	

**Part II — owners Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity;

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

Name of Stock or Shareholder	Home Address
Vincent Ryan 100%	23 Montgomery Ave Montville, NJ 07045

**Part 3 — Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business: North Jersey Bobcat, Inc.  
 Signed: [Signature] Title: President  
 Print Name: Vincent Ryan Date: March 15, 2011

Subscribed and sworn before me this <u>15</u> day of <u>MARCH</u> , 20 <u>11</u>  My Commission expires: <u>11/2011</u> <u>Kathleen P. Ryan</u>	<u>[Signature]</u> (Affiant) <u>Vincent Ryan President</u> (Print name & title of affiant) (Corporate Seal)
---	--

KATHLEEN P. RYAN  
 NOTARY PUBLIC OF NJ  
 MY COMMISSION EXPIRES 11/06/2011



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**

**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

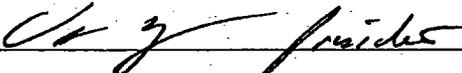
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: North Jersey Bobcat, Inc.

SIGNATURE:  DATE: March 8, 2011

PRINT

NAME: Vincent Ryan

TITLE: President

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: North Jersey Bobcat, Inc.

Acid Tess: \_\_\_\_\_

Telephone No.: 973-774-9500

Contact Name: Vincent Ryan

Please check applicable category :

Minority Owned                       Minority & Woman Owned  
 Woman Owned                       Neither

**Action of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: North Jersey Bobcat, Inc.

Address: 201 maltese Dr, Totowa, NJ 07512

Telephone No.: 973-774-9500

Contact Name: Vincent Ryan

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2009** to **15-OCT-2016**

**NORTH JERSEY BOBCAT, INC**  
**201 MALTESE DRIVE**  
**TOTOWA NJ 07512**



A handwritten signature in black ink, appearing to be "D. P. ...", written over a horizontal line.

State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 257  
TRENTON, NJ 08646-0257

TAXPAYER NAME:  
NORTH JERSEY BOBCAT, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
223-136-899/000

SEQUENCE NUMBER:  
0080034

ADDRESS:  
201 MALTESE DR  
TOTOWA NJ 07512

ISSUANCE DATE:  
08/26/03

EFFECTIVE DATE:  
11/15/91

FORM-BRC(08-01)

*J.P. Kelly*  
Acting Director

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

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:** *NORTH JERSEY BOBCAT, INC.*

**RESPONDENT'S CHECKLIST**

Item	
A. Non-Collusion Affidavit properly notarized	X
B. Public Disclosure Statement	X
C. Mandatory Affirmative Action Language	X
D. Americans with Disabilities Act	X
E. Affirmative Action Compliance Notice	X
F. MWBE Questionnaire (2 copies)	X
G. Form AA302 — Employee Information Report	X
H. Business Registration Certificate	X
I. Original signature(s) on all required forms.	X

**NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:**

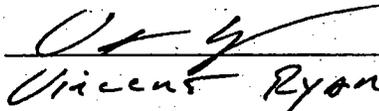
I certify that I am President

of the firm of North Jersey Bobcat, Inc

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent)

  
Vincent Ryan

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY March 8 OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MORRIS COUNTY, NJ  
MY COMMISSION EXPIRES: 2011

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

KATHLEEN P. RYAN  
NOTARY PUBLIC OF NJ  
MY COMMISSION EXPIRES 11/06/2011



**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Vincent Ryan	23 Montgomery Ave Montville, NJ 07045	100

SIGNATURE



President

TITLE:

Vincent Ryan

SUBSCRIBED AND SWORN TO

BEFORE ME THIS DAY

March 8,

OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF MORRIS COUNTY, NJ

MY COMMISSION EXPIRES: 2011

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

KATHLEEN P. RYAN  
NOTARY PUBLIC OF NJ  
MY COMMISSION EXPIRES 11/06/2011



**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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 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 union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

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 personnel 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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 at N.J.A.C. 17:27**

**The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

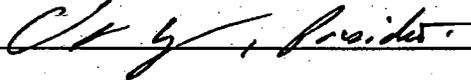
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**Goods, Professional Services and General Service Contracts**

**(Mandatory Affirmative Action Language)**

**The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .**

**Representative's Name/Title (Print):** Vincent Ryan, President

**Representative's Signature:** 

**Name of Company:** North Jersey Bobcat, Inc.

**Tel. No.:** 973-774-9500      **Date:** March 8, 2011

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the President \_\_\_\_\_ of North Jersey Bobcat, Inc, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

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**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Vincent Ryan, President

Rep resentative's Signature:

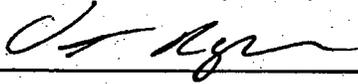
*Vincent Ryan, President*

Name of Company: North Jersey Bobcat, Inc

Tel. No.: 973-774-9500

Date: March 8, 2011

**VENDOR INFORMATION  
(ATTACH COPY OF W9 FORM)**

VENDOR NAME: North Jersey Bobcat, Inc	CITY EMPLOYEE?
ADDRESS: 201 Maltese Dr	YES
	NO <input checked="" type="checkbox"/>
CITY: Totowa	MINORITY VENDOR?
STATE: NJ ZIP: 07512	YES
TEL #: 973-774-9500 Fax#: 973-774-9503	NO <input checked="" type="checkbox"/>
FED I.D. # 223-136-899/000	REQUIRED FORM 1099?
S.S.#	YES
	NO <input checked="" type="checkbox"/>
DESCRIPTION OF GOODS/SERVICES TO BE RENDERED: Bobcat Loader and attachments	
VENDOR'S CONTACT/AUTHORIZED PERSON: Vincent Ryan	
EMAIL ADDRESS OR WEBSITE: vryan@nibobcat.com	
SIGNATURE OF CONTACT/AUTHORIZED PERSON: 	
CITY EMPLOYEE REQUESTING VENDOR NUMBER DATE	
TITLE OF EMPLOYEE:	
SIGNATURE OF EMPLOYEE:	
<b>PURCHASING DIVISION USE ONLY</b>	
AUTHORIZED TO ISSUE VENDOR #	
NAME/TITLE/DATE	
ASSIGNED VENDOR #	

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>NORTH JERSEY BOBCAT, INC.</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>201 MALTESE DRIVE</b>	Requester's name and address (optional)
City, state, and ZIP code <b>TOTOWA, NJ 07512</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
22   3136899

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 3/8/11
------------------	----------------------------	---------------

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: North Jersey Bobcat, Inc.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: <i>Vincent Ryan</i>	Name:
Home Address: <i>23 Montgomery Ave Montville, N.J. 07045</i>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 8 day of March, 2011

(Notary Public) *Kathleen P. Ryan*

My Commission expires: *11/6/2011*

*[Signature]*  
(Affiant)  
Vincent Ryan, President  
(Print name & title of affiant)

(Corporate Seal)

KATHLEEN P. RYAN  
NOTARY PUBLIC OF NJ  
MY COMMISSION EXPIRES 11/06/2011

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-183

Agenda No. 10.7

Approved: MAR 23 2011



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT  
WITH H&L SYSTEMS FOR THE SUPPORT OF  
PROPRIETARY COMPUTER SOFTWARE**

---

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the continued support of the City's proprietary tax collection/financial computer software systems for the 2011 Calendar Fiscal Year; and

WHEREAS, H&L SYSTEMS has agreed to provide these services in the manner specified by the Division of Information Technology; and

WHEREAS, H&L SYSTEMS has agreed to provide the following data processing services (over the Internet and under the below terms) to the City of Jersey City beginning January 1, 2011 and ending December 31, 2011 :

## **I. Facilities Management/Programming Support**

1. Finance Office for Windows
2. Tax Office for Windows
3. Abatement Office for Windows
4. Web Tax module.

## **II. Terms**

H & L will provide the following to the City of Jersey City:

1. Unlimited (24/7) remote, telephone or web support of system operation procedures.
2. On Site Support as needed.
3. Software Customization that does not alter the system core logic, including but not limited to:
  - a. Modify or enhance the existing software to match the needs of the City.
  - b. Headings to reports.
  - c. Correct malfunctions in current software.
  - d. File Modifications
4. Provide the City with documentation and/or training on H & L Systems Software.
5. Assist users in determining data processing problems related to daily operations.

## **III. Items not included in the maintenance agreement**

New module development.  
New H & L Software products.  
Hardware support.

**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE**

**IV. Payment Schedule**

**Yearly fee..... \$125,000.00**

**Payments may be made on 12 Monthly Installments as Follows.**

**Total Monthly Payment.....\$10,416.66**

**Any changes and or Customization to existing software not provided within the terms of this proposal must be submitted in writing, and must be approved by and between the Head of Software Development at H & L Systems Inc. and The City of Jersey City.**

WHEREAS, the City of Jersey City has received a proposal from H&L SYSTEMS in the total amount for a one year period of \$125,000.00 of which \$31,500.00 will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**Administration/Division of Information Technology  
Acct. No. 01-201-20-140-314 AMT. \$31,500.00**

WHEREAS, the remaining contract funds will be made available in the 2011 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011 temporary and permanent budgets; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, H&L SYSTEMS has completed and submitted a Business Entity Disclosure Certification which certifies that H&L SYSTEMS has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit H&L SYSTEMS from making any reportable contributions during the term of the contract; and

WHEREAS, H&L SYSTEMS has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract.

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law).

City Clerk File No. Res. 11-183

Agenda No. 10.Z MAR 23 2011

TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH H&L SYSTEMS FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **H&L SYSTEMS** be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contact, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et. seq

**RESOLVED**, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

**RESOLVED**, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (dd).

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the **Law Against Discrimination, N.J.S.A. 10:5-31 et seq.**

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0153179

Purchase Order No. 102154

EEO/AA Review \_\_\_\_\_

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: [Signature]  
Business Administrator

\_\_\_\_\_  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/23/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

**RESOLUTION AUTHORIZING AN AGREEMENT  
WITH H&L SYSTEMS FOR THE SUPPORT OF  
PROPRIETARY COMPUTER SOFTWARE**

**2. Name and Title of Person Initiating Ordinance/Resolution :**

**ROBERT MAGRO, IT DIRECTOR**

**3. Concise Description of the Program, Project or Plan Proposed in the  
Ordinance/Resolution:**

**PROVIDE SUPPORT SERVICES FOR PROPRIETARY  
SOFTWARE SYSTEMS USED FOR CITY TAX COLLECTION AND CITY  
FINANCIAL TRANSACTIONS.**

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

**PROPERTY TAX COLLECTION AND TO RECORD CITY FINANCIAL  
TRANSACTIONS.**

**5. Anticipated Benefits to the Community:**

**CONTINUED EFFECTIVE OPERATION OF CITY GOVERNMENT AND  
DELIVERY OF SERVICES TO CONSTITUENTS.**

**6. Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State  
and Federal Funds to be used, as well as match and in-kind contributions.) :**

**\$10,416.66 PER MONTH, \$125,000 PER YEAR, \$31,500 INITIAL  
ENCUMBRANCE**

**7. Date Proposed Program or Project will Commence:**

**JANUARY 1, 2011**

**8. Anticipated Completion Date:**

**DECEMBER 31, 2011**

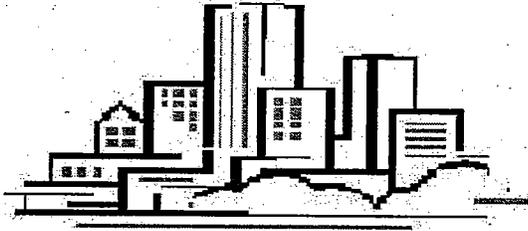
**9. Person Responsible for Coordinating Proposed Program/Project :**

**ROBERT MAGRO, IT DIRECTOR**

**I certify that all the facts presented herein are accurate.**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**



# H & L Systems, Inc.

*Empowering County & Local Government through  
Innovative Windows/Web Software Solutions*

10/22/2010

PROPOSAL FOR  
The City of Jersey City

This proposal dated the 22<sup>nd</sup> day of October, 2010. by H & L Systems Inc. with principal place of business at 327 Barcelona Drive, Toms River, New Jersey 08753 to the City of Jersey City a municipality of the State of New Jersey, with its principal place of business at 1 Journal Square Plaza, Jersey City, New Jersey 07306, hereby proposes that the following data processing services will be provided over the Internet by H & L Systems Inc. to the City of Jersey City beginning January 1, 2011 and ending December 31, 2011.

**I. Facilities Management/Programming Support**

1. Finance Office for Windows
2. Tax Office for Windows
3. Abatement Office for Windows
4. Tax Office for Windows Web Payment Module.

**II. Terms**

**H & L will provide the following to the City of Jersey City:**

1. Unlimited (24/7) remote, telephone or web support of system operation procedures.
2. On Site Support as needed.
3. Software Customization that does not alter the system core logic, including but not limited to:
  - a) Modify or enhance the existing software to match the needs of the City.
  - b) Headings to reports.
  - c) Correct malfunctions in current software.
  - d) File Modifications
  - e) State mandated changes
  - f) New releases to Tax Office for Windows, Finance Office for Windows, Abatement Office for Windows and Tax Office for Windows Web Payment Module.
  - g) Appendix A - Tasks performed by H & L Systems, Inc. on an on-going basis.

4. Provide the City with updated documentation and/or training on H & L Systems Software that has been modified.
5. Assist users in determining data processing problems related to daily operations and programming to resolve issues based on findings.

**III. Items not included in your maintenance agreement**

1. New H & L Software products. \*
2. Hardware support.

\* In the event that H & L Systems, Inc. releases a new software product that has similar functionality to any of the current existing products covered under this agreement, H & L will offer the City the new product at an upgrade price of 15% of the original software purchase price.

Any changes and or customization to existing software not provided within the terms of this proposal must be submitted in writing, and must be approved by and between the Head of Software Development at H & L Systems Inc. and The City of Jersey City.

**IV. Payment Schedule**

Yearly fee..... \$125,000.00

Payments may be made on 12 Monthly Installments as Follows.

Total Monthly Payment.....\$10,416.66

As completed and accepted by The City of Jersey City

H & L Systems, Inc.

BY: \_\_\_\_\_

ATTESTED BY:

\_\_\_\_\_  
BY: \_\_\_\_\_

## Appendix A

The following is a list of tasks, including but not limited to, performed by H & L Systems, Inc. on an on-going basis:

- Assistance with the Regular Tax and Tax Abatement Billing.
- Assistance with Tax Sale Process twice a year including creating tax sale file, tax sale notices, news paper advertisement, attending Tax Sale, printing tax sale certificates, creating liens on accounts and addressing any problems that may arise from the sale immediately.
- Assistance with various day to day issues including user data entry errors.
- Assistance with various on demand reporting requests (queries) to assist in management decisions.
- Creation of custom reports when it is determined the query will be run on a regular basis.
- Assistance with creating and printing Claims, Widows, Workers Compensation, Election, Tax Refund and Liability checks several times a month.
- Assistance with discrepancies on any yearly, monthly or daily reports.
- Programming as necessary to try and improve any and all processes.



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
 102154

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

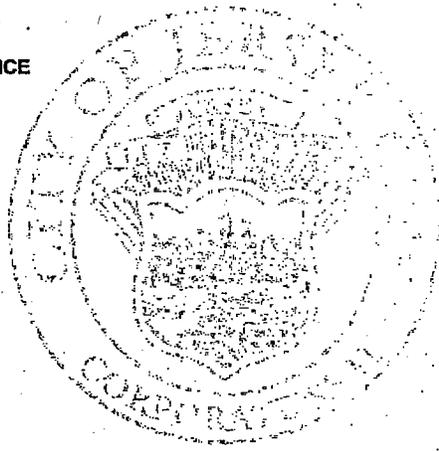
REQUISITION # 0153179  
 BUYER RESOLUTION

DATE 01/11/2011 VENDORING # HL254100

**VENDOR INFORMATION**  
 H&L SYSTEMS INC  
 327 BARCELONA DRIVE  
 TOMS RIVER NJ 08753

**DELIVER TO**  
 INFORMATION TECHNOLOGY  
 1 JOURNAL SQUARE PLAZA, 3RD FL  
 JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	SUPPORT SERVICES CY 2011 SUPPORT FOR PROPRIETARY SOFTWARE  \$10,416.66 PER MONTH \$125,000.00 PER YEAR  TERM: 1-1-11 TO 12-31-11  \$31,500.00 INITIAL ENCUMBRANCE	01-201-20-140-314	31,500.0000	31,500.00



TAX EXEMPTION NO. 22-6002013

**PO Total** 31,500.00

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X** \_\_\_\_\_  
 VENDOR SIGN HERE

\_\_\_\_\_  
 OFFICIAL POSITION DATE

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

\_\_\_\_\_  
 TITLE OR POSITION DATE

*[Signature]* 1/11/11  
 APPROVED BY THE PURCHASING AGENT DATE

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** H&L SYSTEMS, INC.  
**Trade Name:**  
**Address:** 327 BARCELONA DR  
TOMS RIVER, NJ 08753-2949  
**Certificate Number:** 0567787  
**Effective Date:** October 09, 1990  
**Date of Issuance:** January 12, 2011

**For Office Use Only:**  
20110112101122396

**CITY OF JERSEY CITY**

**RESOLUTION:**

**VENDOR:**

**RESPONDENT'S CHECKLIST**

Item	
A. Non-Collusion Affidavit properly notarized	<input checked="" type="checkbox"/>
B. Public Disclosure Statement	<input checked="" type="checkbox"/>
C. Mandatory Affirmative Action Language	<input checked="" type="checkbox"/>
D. Americans with Disabilities Act	<input checked="" type="checkbox"/>
E. Affirmative Action Compliance Notice	<input checked="" type="checkbox"/>
F. MWBE Questionnaire (2 copies)	<input checked="" type="checkbox"/>
G. Form AA302 – Employee Information Report	<input checked="" type="checkbox"/>
H. Business Registration Certificate	<input checked="" type="checkbox"/>
I. Original signature(s) on all required forms.	<input checked="" type="checkbox"/>

**NON COLLUSION AFFIDAVIT  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:**

I certify that I am President  
of the firm of HIL Systems INC.

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) [Signature]

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY Oct 25 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC New Jersey  
MY COMMISSION EXPIRES: 20 14 July 21st

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

[Signature]  
**ROTTA D. BELARDO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 21, 2014

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

Name	Address	% owned
Eva SANTAS	327 Barcelona Dr, Toms River, N.J. 08753	50%
Noel SANTAS	506 Plante Ave, Toms River, N.J. 08755	50%

SIGNATURE: [Signature]

TITLE: President

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY Oct 25 OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NJ  
MY COMMISSION EXPIRES: 2014, July 21

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL)

[Signature]  
JORITA D. BELARDO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 21, 2014

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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 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 union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)**

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 personnel 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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 at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Eva Santos, President

Representative's Signature: [Signature]

Name of Company: N + J systems Inc.

Tel. No.: 732-831-9374 Date: 10/25/10

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Eva Santos, President

Representative's Signature: [Signature]

Name of Company: A & J Systems Inc

Tel. No.: 732-831-9370 Date: 10/26/10

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: H + J Systems Inc

SIGNATURE: [Signature] DATE: 10/26/10

PRINT NAME: Eva Santos TITLE: President

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)**

**Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: N + J Systems Inc

Address: 327 Barcelona Dr. Toms River, N.J. 08753

Telephone No.: 732-831-9370

Contact Name: Eva Santos

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

**Definition of Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that H + L Systems Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 1/1/10 to 12/31/10 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract H + L Systems Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: H + L Systems Inc

Signed: [Signature] Title: President

Print Name: Eva Santos Date: 10/25/10

Subscribed and sworn before me  
this 25 day of Oct, 2010.  
My Commission expires:

[Signature]  
(Affiant) Notary

July 21, 2014

(Print name & title of affiant) (Corporate Seal)  
**JOYTA D. BELARDO**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JUL 21, 2014

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Form AA302  
Rev. 11/08

**STATE OF NEW JERSEY**  
Division of Contract Compliance & Equal Employment Opportunity

**EMPLOYEE INFORMATION REPORT**

USE REVERSE-SIDE INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$13000 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_contractors/pdf/aa302rev.pdf](http://www.state.nj.us/treasury/contract_contractors/pdf/aa302rev.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. EID. NO. OR SOCIAL SECURITY: XXXXXXXXXX

2. TYPE OF BUSINESS:  
 1. INFO  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 6

4. COMPANY NAME:  
H & L Systems Inc.

5. STREET: 327 Barcelona Drive CITY: Toms River COUNTY: Ocean STATE: NJ ZIP CODE: 08753

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): None CITY: STATE: ZIP CODE:

7. CHECK ONE: IS THE COMPANY:  SINGLE ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ:         

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT:         

10. PUBLIC AGENCY AWARDED CONTRACT: CITY: Jersey City COUNTY: Hudson STATE: NJ ZIP CODE: 07307

Official Use Only: DATE RECEIVED: DATE: ASSIGNED CERTIFICATION NUMBER:

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/ethnicity categories, in columns 1, 2, & 3. DO NOT SUMMAY. AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/ETHNIC-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 + 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIX.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIX.
Officials/Managers	1		1										
Professional	4	2	2	1				1					1
Technicians	1												
Sales Workers		1						1					
Office & Clerical													
Craftworkers (skilled)													
Operatives (semi-skilled)													
Laborers (unskilled)													
Service Workers													
<b>TOTAL</b>	<b>6</b>	<b>3</b>	<b>3</b>	<b>1</b>				<b>2</b>		<b>2</b>			<b>1</b>
Total employment from previous report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED: From: 10/01/2010 To: 10/15/2010

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: NO DAY YEAR  
06 18 2009

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type): Eva Santos SIGNATURE: \_\_\_\_\_ TITLE: President DATE: 10 26 2010

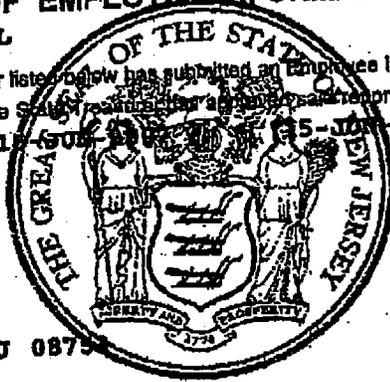
17. ADDRESS NO. & STREET: 327 Barcelona Drive CITY: Toms River COUNTY: Ocean STATE: NJ ZIP CODE: 08753 PHONE (AREA CODE, NO. EXTENSION): 732 - 831 - 9370

Certification 11116

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved the report. This approval will remain in effect for the period of 12-31-2013 to 12-31-2014



H & L SYSTEMS INC.  
327 BARCELONA DRIVE  
TOMS RIVER

NJ 08755



*Bradley A. DeLeon*

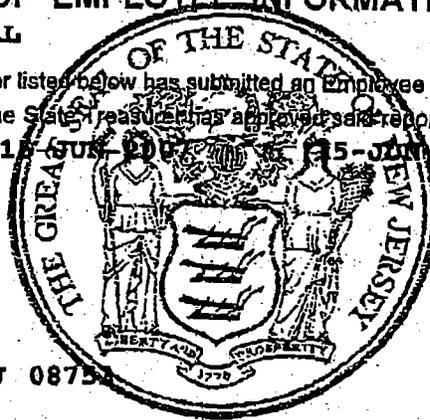
State Treasurer

Certification 11116

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

## RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-SEP-2013~~ **15-JUN-2014**



**H & L SYSTEMS INC.  
327 BARCELONA DRIVE  
TOMS RIVER**

**NJ 08753**



*Bradley Abela*

State Treasurer

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-184

Agenda No. 10.7.1

Approved: MAR 23 2011

TITLE:



## RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A STATE CONTRACT WITH CERTIFIED PRODUCTS FOR PARTS AND REPAIRS FOR ROAD MAINTENANCE EQUIPMENT, FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE

**WHEREAS**, Resolution No. 10-520, approved on August 04, 2010, awarded a contract pursuant to N.J.S.A. 40A:11-12 to Certified Products in the amount of **\$100,000.00** for parts and repairs for road maintenance equipment; and

**WHEREAS**, although the term of the contract expires on June 30, 2011, all of the contract funds were expended as of March 11, 2011 because of the excessive damages to various vehicles from the December 2010 blizzard; and

**WHEREAS**, the City of Jersey City (City) needs to increase the contract amount by an additional **\$50,000.00** because the City needs to be able to keep the City's vehicle fleet operational; and

**WHEREAS**, funds in the amount of **\$20,000.00** are available in Account No. 11-01-201-26-315-310; and

**WHEREAS**, this change order increases the contract amount by more than twenty percent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. A change order in the amount of **\$50,000.00** increasing the total contract amount with Certified Products from **\$100,000.00 to \$150,000.00** is hereby approved;
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law; and
4. Pursuant to N.J.A.C. 30:5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 permanent budget.

(Continued on page 2)

City Clerk File No. Res. 11-184  
Agenda No. 10.Z.1 MAR 23 2011

TITLE:

**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A STATE CONTRACT WITH CERTIFIED PRODUCTS FOR PARTS AND REPAIRS FOR ROAD MAINTENANCE EQUIPMENT, FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer, Donna Mauer, Chief Financial Officer of the City of Jersey City, certify that funds in the amount of **\$20,000.00** are available in Account No. 11-01-201-26-315-310.

Purchase Order # 102475

RWH/sb  
February 23, 2011

APPROVED: Rodney W. Hadley APPROVED AS TO LEGAL FORM  
Rodney W. Hadley, Director, Department of Public Works

APPROVED: [Signature] Corporation Counsel  
Business Administrator

Certification Required

Not Required

APPROVED 5-3-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/23/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY		ABSTAIN		FULOP		✓		AHMAD	✓		
LOPEZ		✓		RICHARDSON		✓		BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

Resolution authorizing a change order increase with Certified Products for the Department of Public Works, Division of Automotive Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Resolution for road maintenance equipment of heavy duty vehicles for the Department of Public Works, Division of Automotive Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

For road maintenance of heavy duty vehicles for the Department of Public Works, Division of Automotive Maintenance.

**5. Anticipated benefits to the community:**

For repairs and road maintenance of heavy duty vehicles to keep the City fleet functioning and operable for the Department of Public Works, Division of Automotive Maintenance.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

The cost of this change order is fifty thousand and zero dollars (\$50,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

June 30, 2011.

**9. Person responsible for coordinating proposed program, project, etc.:**

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
\_\_\_\_\_  
Signature of Department Director

3/14/11  
\_\_\_\_\_  
Date

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that CERTIFIED PRODUCTS (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 3/16/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CERTIFIED PRODUCTS

Signed \_\_\_\_\_ Title: V. Pres.

Print Name JOSEPH FERRETTI Date: 3/16/11

Subscribed and sworn before me  
this 16th day of MARCH, 2011.  
My Commission expires:

Calvin Watson  
(Affiant)  
CALVIN WATSON

(Print name & title of affiant) (Corporate Seal)  
**CALVIN WATSON**  
**NOTARY PUBLIC OF NEW JERSEY**  
Commission Expires 11/7/2012

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

## BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
*CITY OF JERSEY CITY*

### Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2009
Friends of Nidia R. Lopez	

### Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

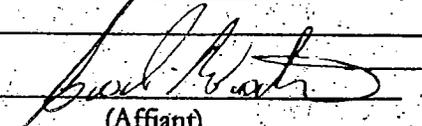
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Cosimo J. Ferretti 10006	34 SUNSET DRIVE WHIPPAHY NJ 07981

### Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CERTIFIED PRODUCTS  
 Signed: \_\_\_\_\_ Title: V. PRESIDENT  
 Print Name: JOSEPH FERRETTI Date: 3/16/11

Subscribed and sworn before me this <u>11<sup>th</sup></u> day of <u>MARCH 2011</u>  My Commission expires: <u>11/07/2012</u>	 _____ (Affiant) <u>CALVIN WATSON</u> (Print name & title of affiant) (Corporate Seal)
--	--

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

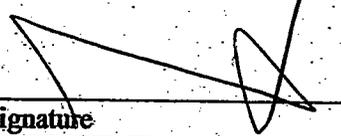
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

Vendor Name:	CERTIFIED PRODUCTS		
Address:	269 KEARNEY AVE		
City:	JERSEY CITY	State:	NJ
		Zip:	07305

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


JOSEPH FERRETTI
VP.

Signature
Printed Name
Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
CERTIFIED PRODUCTS	COUNCILMAN DAVID P. DANIELLEY	8/26/10	\$ 1000.-
CERTIFIED PRODUCTS	HEALY FOR MAYOR 2013	11/30/10	\$ 1500.-
CERTIFIED PRODUCTS	JEFFREY DUBLIN	10/15/10	\$ 1250.-
CERTIFIED PRODUCTS	SANDRA G LEON D. CROWNINGHAM FOUNDATION	05/19/10	\$ 300.-
CERTIFIED PRODUCTS	VIO LA RICHARDSON CIVIC ASSOC. OUTREACH CENTER	11/03/10	\$ 450.-
CERTIFIED PRODUCTS	JEFFREY DUBLIN	2/22/11	\$ 100.-
CERTIFIED PRODUCTS	STEVE FULTON 2013	2/09/11	\$ 500.-
CERTIFIED PRODUCTS	BILL O'NEAL ELECTION FUND	1/28/11	\$ 1250.-

Check here if the information is continued on subsequent page(s)



09/13/01

**PALCO, INC.**  
**400 WEST SIDE AVE**  
**JERSEY CITY NJ 07305**

Taxpayer Identification# 221-895-814/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

*Patricia A. Chiacchio*

Patricia A. Chiacchio  
 Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0222
<b>TAXPAYER NAME:</b> PALCO, INC.	<b>TRADE NAME:</b> CERTIFIED PRODUCTS CO	
<b>TAXPAYER IDENTIFICATION#</b> 221-895-814/000	<b>CONTRACTOR CERTIFICATION#</b> 0065835	
<b>ADDRESS</b> 400 WEST SIDE AVE JERSEY CITY NJ 07305	<b>ISSUANCE DATE:</b> 09/13/01	
<b>EFFECTIVE DATE:</b> 03/28/73	<i>Patricia A. Chiacchio</i> Director, Division of Revenue	
<b>FORM-BRC(08-01)</b>	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



State of New Jersey  
Department of the Treasury  
— Division of Purchase and Property

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[Contact DPP](#)

## TERM CONTRACT SEARCH BY TNUMBER

[Click Here to search more Term Contracts](#)

T-Number	Title	Vendor	Contract #
T2188-08-x-36537	PARTS & REPAIRS FOR ROAD MAINTENANCE EQUIPMENT	CERTIFIED PRODUCTS CO	69708

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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-185

Agenda No. 10.Z.2

Approved: MAR 23 2011

TITLE:



**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A STATE CONTRACT WITH ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR OF HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

**WHEREAS**, Resolution No. 10-519, approved on August 04, 2010, awarded a contract pursuant to N.J.S.A. 40A:11-12 to Zoland Corporation in the amount of **\$100,000.00** for maintenance and repair for heavy duty vehicles; and

**WHEREAS**, although the term of the contract expires on June 30, 2011, all of the contract funds were expended as of March 11, 2011 because of the excessive damages to various vehicles from the December 2010 blizzard; and

**WHEREAS**, the City of Jersey City (City) needs to increase the contract amount by an additional **\$50,000.00** because the City needs to be able to continue to service the City's automotive fleet; and

**WHEREAS**, funds in the amount of **\$20,000.00** are available in Account No. 11-01-201-26-315-310; and

**WHEREAS**, this change order increases the contract amount by more than twenty percent and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

**NOW, THEREFORE BE IT RESOLVED**, by the Municipal Council of Jersey City that:

1. The above recitals are incorporated herein by reference;
2. A change order in the amount of **\$50,000.00** increasing the total contract amount with Zoland Corporation from **\$100,000.00** to **\$150,000.00** is hereby approved;
3. Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law; and
4. Pursuant to N.J.A.C. 30:5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 permanent budget.

(Continued on page 2)

City Clerk File No. Res. 11-185

Agenda No. 10.Z.2 MAR 23 2011

TITLE:

**RESOLUTION AUTHORIZING A CHANGE ORDER INCREASING THE AMOUNT OF A STATE CONTRACT WITH ZOLAND CORPORATION FOR MAINTENANCE AND REPAIR OF HEAVY DUTY VEHICLES, CLASS 5 OR HIGHER OVER 15,000 LB GVWR, FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF AUTOMOTIVE MAINTENANCE**

I, Donna Mauer Donna Mauer, Chief Financial Officer of the City of Jersey City, certify that funds in the amount of **\$20,000.00** are available in Account No. 11-01-201-26-315-310.

Purchase Order # 102474

RWH/sb  
February 23, 2011

APPROVED: Rooney W. Hadley APPROVED AS TO LEGAL FORM  
Rooney W. Hadley, Director, Department of Public Works

APPROVED: John C. Kelly Corporation Counsel  
Business Administrator

Certification Required

Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/23/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ		✓		RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Peter M. Brennan  
Peter M. Brennan, President of Council

Robert Byrne  
Robert Byrne, City Clerk

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**1. Full title of ordinance/resolution/cooperative agreement:**

Resolution authorizing a change order increase with Zoland Corporation for the Department of Public Works, Division of Automotive Maintenance.

**2. Name and title of person initiating ordinance/resolution, etc.:**

Rodney W. Hadley, Director of the Department of Public Works for the Division of Automotive Maintenance.

**3. Concise description of program, project or plan proposed in the ordinance/resolution:**

Resolution for repairs and maintenance of heavy duty vehicles for the Department of Public Works, Division of Automotive Maintenance.

**4. Reasons (need) for the proposed program, project, etc.:**

For repairs and maintenance of heavy duty vehicles for the Department of Public Works, Division of Automotive Maintenance.

**5. Anticipated benefits to the community:**

For repairs and maintenance of heavy duty vehicles to keep the City fleet functioning and operable for the Department of Public Works, Division of Automotive Maintenance.

**6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, State and Federal funds to be used, as well as match and in-kind contributions):**

The cost of this change order is fifty thousand and zero dollars (\$50,000.00).

**7. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

June 30, 2011.

**9. Person responsible for coordinating proposed program, project, etc.:**

Hector Ortiz, Director, Division of Automotive Maintenance, Department of Public Works.

**10. Additional comments:**

Resolution proposed at the recommendation of the Director of Automotive Maintenance.

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

  
\_\_\_\_\_  
Signature of Department Director      3/14/11  
Date

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Zoland Corp (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Zoland Corp (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Zoland Corp

Signed [Signature] Title: President

Print Name Louis M Fizzaro Jr Date: 3/15/11

Subscribed and sworn before me this 15th day of March, 2011.

My Commission expires: \_\_\_\_\_  
[Signature] (Affiant)  
Louis M Fizzarotti (Print name & title of affiant) (Corporate Seal)

**RUTH A. FIZZAROTTI  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 20, 2014**

Ruth A Fizzarotti

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2009
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

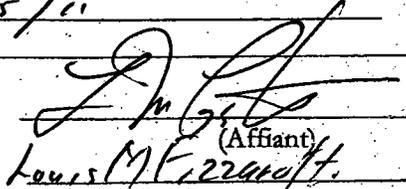
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Louis M Fizzarotti 100%	61 Hemlock Rd Little Falls NJ 07424

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Zoland Corp  
 Signed: [Signature] Title: President  
 Print Name: Louis M Fizzarotti Date: 3/15/11

Subscribed and sworn before me this <u>15th</u> day of <u>March</u> , 2011. <u>Ruth A Fizzarotti</u> My Commission expires:	 (Affiant) <u>Louis M Fizzarotti</u> (Print name & title of affiant) (Corporate Seal)
---	--

**RUTH A. FIZZAROTTI**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES JULY 20, 2014





**STATE OF NEW JERSEY  
 BUSINESS REGISTRATION CERTIFICATE  
 FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

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

**TAXPAYER NAME:**  
 ZOLAND CORP.

**TRADE NAME:**  
 AAHC TRANSMISSIONS

**TAXPAYER IDENTIFICATION#:**  
 222-209-411/000

**SEQUENCE NUMBER:**  
 0068005

**ADDRESS:**  
 1742 KENNEDY BOULEVARD  
 JERSEY CITY NJ 07305

**ISSUANCE DATE:**  
 03/24/04

**EFFECTIVE DATE:**  
 01/13/78

*J.P. S. Tully*  
 Acting Director

FORM-BRC(08-01)

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



State of New Jersey  
Department of the Treasury  
Division of Purchase and Property

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[Contact DPP](#)

## TERM CONTRACT SEARCH BY TNUMBER

[Click Here to search more Term Contracts](#)

T-Number	Title	Vendor	Contract #
T2108-09-x-20137	MAINT. & REPAIR FOR HEAVY DUTY VEHICLES (CLASS 5 OR HIGHER, OVER 15,000 LB GVWR)	ZOLAND CORPORATION	73526

[TOP](#)



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# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-186

Agenda No. 10.Z.3

Approved: MAR 23 2011

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF JERSEY CITY AND USABLE LIFE  
INSURANCE COMPANY TO PROVIDE LIFE INSURANCE  
FOR NON-MANAGEMENT EMPLOYEES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, the City of Jersey City must provide Life Insurance pursuant to the City's Labor Agreements to all non-management employees; and

**WHEREAS**, the present contract with Fort Dearborn Life Insurance expired February 28, 2011 and it is necessary to continue to provide life insurance for non-management employees; and

**WHEREAS**, the Broker for the City of Jersey City has solicited and received quotes from six (6) life insurance providers; and

**WHEREAS**, the USable Life Insurance Company is a life insurance provider; and

**WHEREAS**, the City of Jersey City desires to enter into an agreement, with the USable Life Insurance Company for a period of one (1) year commencing March 1, 2011 and expiring February 29, 2012 with the option to renew the contract at the City's discretion for two (2) additional one year terms at the same rate; and

**WHEREAS**, the City of Jersey City may enter into a contract for life insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

**WHEREAS**, John Kelly, the City Business Administrator, has certified that this meets the statutes and regulations governing the award of said contract; and

**WHEREAS**, the total amount of the one (1) year contract is TWO HUNDRED FORTY THOUSAND (\$240,000.00) DOLLARS; and

**WHEREAS**, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new non-management employees; and

**WHEREAS**, the award of a contract for insurance is not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, USable Life Insurance Company has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
THE CITY OF JERSEY CITY AND USABLE LIFE  
INSURANCE COMPANY TO PROVIDE LIFE INSURANCE  
FOR NON-MANAGEMENT EMPLOYEES AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE

WHEREAS, funds in the amount of SIXTY THOUSAND DOLLARS (\$60,000) are available in the 2011 temporary budget in account number 11-01-201-23-220-809; and

WHEREAS, the continuation of this agreement is contingent upon the availability and appropriation annually of sufficient funds in the 2011 calendar year budget and in subsequent calendar year budgets.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute an agreement with Fort Dearborn Life Insurance Company to provide life insurance for non-management employees for a term of 12 months beginning March 1, 2011 and expiring on February 29, 2012. The City will have the option to renew the contract for two (2) additional one year terms at the same rate.
2. The contract is authorized as an EUS pursuant to N.J.S.A. 40A:11-5(1)(m) and pursuant to the EUS certification attached hereto.
3. The total cost to the city for the one (1) year contract is TWO HUNDRED FORTY THOUSAND (\$240,000.00) DOLLARS.
4. The continuation of the contract after the expenditure of funds encumbered in the 2011 temporary budget shall be subject to the availability and appropriation of sufficient funds in the Calendar Year 2011 permanent budget and in subsequent calendar year budgets.
5. Upon certification by an official or employee of the city authorized to attest that USABLE Life Insurance Company has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN  
 THE CITY OF JERSEY CITY AND USABLE LIFE  
 INSURANCE COMPANY TO PROVIDE LIFE INSURANCE  
 FOR NON-MANAGEMENT EMPLOYEES AS AN  
 EXTRAORDINARY UNSPECIFIABLE SERVICE

7. The award of this contract shall be subject to a condition that USABLE Life Insurance Company provides satisfactory evidence of compliance with the applicable Affirmative Action amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.

I, Donna Mauer, Chief Financial Officer hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

*P.O.#102715*

*Donna Mauer*  
 -----  
 Donna Mauer,  
 Chief Financial Officer

APPROVED: \_\_\_\_\_  
*[Signature]*  
 Business Administrator

APPROVED AS TO LEGAL FORM  
 \_\_\_\_\_  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED *9-0*  
 3/23/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

*Peter M. Brennan*  
 \_\_\_\_\_  
 Peter M. Brennan, President of Council

*Robert Byrne*  
 \_\_\_\_\_  
 Robert Byrne, City Clerk

EXTRAORDINARY UNSPECIFIABLE SERVICE CERTIFICATION

DATE: March 23, 2011  
TO: Municipal Council  
FROM: John Kelly, Business Administrator  
RE: Contract to provide life insurance for Non-Management Employees

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: USABLE Life Insurance Company  
Cost: \$240,000.00  
Period: March 1, 2011 TO February 29, 2012  
Purpose: To provide a life insurance policy for non-management employees of the City of Jersey City

This is to request an award of a contract without the receipt of formal bids as an Extraordinary, Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

Aetna will provide a life insurance policy for all management employees.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract is for providing life insurance coverage for City management employees. N.J.S.A. 40A:11-5(m) states that contracts for insurance may be awarded in accordance with the regulations applicable to extraordinary, unspecifiable service contracts.

3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

The services provided change on a daily basis with deletions and additions of employees.

4. Describe the informal solicitation of quotations:

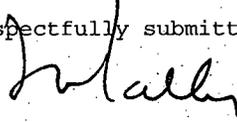
The City Broker of Record received quotes from six (6) Insurance Companies as follows.

<u>COMPANY</u>	<u>LIFE RATE</u>	<u>AD &amp; D RATE</u>	<u>RETIREE RATES</u>
USABLE Life*	\$.174	\$.02	\$1.428/\$2.376
Ft. Dearborn Life	\$.176	\$.02	\$1.442/\$2.40
Hartford Life	\$.176	\$.02	\$1.442/\$2.40
MetLife	\$.19	\$.03	\$1.58/\$2.63
Guardian Life	\$.20	\$.03	\$1.85/\$3.10

\*Indicates guaranteed premium rate for three year period.

5. I have reviewed the rules of the Division of Local Department Services as contained in N.J.A.C. 5:34-2.1 et. seq. and certify that the proposed contact may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "John Kelly".

John Kelly  
Business Administrator

NEW JERSEY FACILITY

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity  
**EMPLOYEE INFORMATION REPORT**

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT REG-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY: ~~XXXXXXXXXX~~  
 2. TYPE OF BUSINESS:  1. MFG  2. SERVICE  3. WHOLESALE  4. RETAIL  5. OTHER  
 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 503

4. COMPANY NAME: USable Life

5. STREET: 400 West Capitol Avenue CITY: Little Rock COUNTY: Arkansas STATE: AR ZIP CODE: 72201

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE): \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

7. CHECK ONE IF THE COMPANY:  SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER  
 8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 1

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 503

10. PUBLIC AGENCY AWARDED CONTRACT: \_\_\_\_\_ CITY: \_\_\_\_\_ COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Official Use Only	DATE RECEIVED	INAKI DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. When there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/minority categories, in columns 1, 2, & 3. DO NOT SUBMIT ANEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/ANEO-1 EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MEX.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MEX.	
Officials/Managers	107	55	52	2	0	2	1	50	0	1	1	1	49	
Professionals	85	35	50	2	3	1	3	26	1	0	2	5	42	
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sales Workers	44	30	14	0	1	0	0	29	0	0	0	2	12	
Office & Clerical	267	38	229	10	1	1	0	26	66	3	10	2	148	
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operators (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>TOTAL</b>	<b>503</b>	<b>158</b>	<b>345</b>	<b>14</b>	<b>5</b>	<b>4</b>	<b>6</b>	<b>131</b>	<b>67</b>	<b>4</b>	<b>13</b>	<b>10</b>	<b>251</b>	
Total employment from previous period (if any)														
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. Visual Survey  2. Employment Record  3. Other (Specify) \_\_\_\_\_

13. DATES OF PAYROLL PERIOD USED  
 From: 3/5/11 To: 3/18/11

14. IS THIS THE FIRST Employee Information Report Submitted?  
 1. YES  2. NO

15. IF NO, DATE LAST REPORT SUBMITTED: \_\_\_\_\_ MD. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Kimberley Bullington SIGNATURE: Kimberley Bullington TITLE: HR Manager DATE: \_\_\_\_\_ MO. DAY YEAR

17. ADDRESS NO. & STREET: 400 W. Capitol Ave CITY: Little Rock COUNTY: Arkansas STATE: AR ZIP CODE: 72201 PHONE (AREA CODE, NO. EXTENSION): 501-859-0784

*James J. Fruscione*  
James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
USABLE LIFE INSURANCE COMPANY

TRADE NAME:

ADDRESS:  
400 WEST CAPITOL AVE  
LITTLE ROCK, AR 72201

SEQUENCE NUMBER:  
1486327

EFFECTIVE DATE:  
05/11/09

ISSUANCE DATE:  
05/11/09

*James J. Fruscione*  
Director  
New Jersey Division of Revenue

FORM-BRC  
This Certificate is NOT assignable or transferable. All uses of this certificate are subject to the provisions of the law and regulations of the State of New Jersey.  
FORM-BRC 05/11/09

Taxpayer Identification# 710-505-232/000

05/11/09

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that USABLE Life (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 3/22/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract USABLE Life (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: USABLE Life

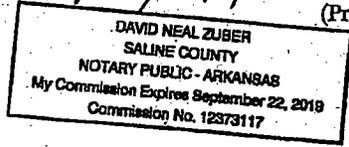
Signed James L. Touse Title: Secretary and General Counsel

Print Name: James L. Touse Date: 3-22-11

Subscribed and sworn before me  
this 22 day of March, 2011 \_\_\_\_\_  
(Affiant)

My Commission expires: 09/22/2019 \_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

David Neal Zuber



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the USABLE LIFE has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding MARCH 22, 2011 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
<u>LIFE AND SPECIALTY VENTURES, LLC</u>	<u>400 W. CAPITOL AVE, Suite 1500</u> <u>LITTLE ROCK, AR 72201</u>

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: USABLE LIFE

Signed: James L. Toyse Title: SECRETARY AND GENERAL COUNSEL

Print Name: JAMES L. TOYSE Date: 3-22-11

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the **USABLE LIFE** has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding **MARCH 22, 2011** to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the **City of Jersey City** as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	The Election Fund of Steven Fulop
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

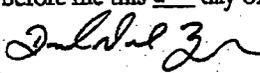
- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
<b>LIFE AND SPECIALTY VENTURES, LLC</b>	<b>400 N. Capitol Ave Suite 1500 LITTLE ROCK, AR 72201</b>

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: **USABLE LIFE**  
 Signed: **[Signature]** Title: **SECRETARY and GENERAL COUNSEL**  
 Print Name: **JAMES L. TOUSE** Date: **3-22-11**

Subscribed and sworn before me this <b>22</b> day of <b>MARCH</b> , 20 <b>11</b> .  My Commission expires:	_____ (Affiant) _____ (Print name & title of affiant) (Corporate Seal)
DAVID NEAL ZUBER SALINE COUNTY NOTARY PUBLIC - ARKANSAS My Commission Expires September 22, 2015 Commission No. 12273117	

**U.S. Department of Labor**

Employment Standards Administration  
Office of Federal Contract Compliance Programs  
Southwest and Rocky Mountain Region  
525 South Griffin, Suite 840  
Dallas, Texas 75202  
Tel: (972) 850-2550  
Fax: (972) 850-2552



**RECEIVED**

FEB 26 2008

JASON MANN

FEB 12 2008

Mr. Jason Mann  
President and Chief Executive Officer  
USABLE Life  
P.O. Box 1750  
Little Rock, AR 72203

Re: USABLE Life -- R00140318 Compliance Evaluation

Dear Mr. Mann:

We recently scheduled a compliance evaluation of the equal employment opportunity policies and practices at USABLE Life located at 320 West Capitol Avenue, Little Rock, AR 72201. During the compliance evaluation, we reviewed your Affirmative Action Program (AAP) and support data, and on the basis of our review, we have determined not to proceed further with the compliance evaluation. This letter is to notify you that the compliance evaluation has been closed. Please be aware that this has been a review of your AAP and support data, and does not represent a comprehensive evaluation of your employment practices and policies. Accordingly, this closure should not be interpreted as either a finding of compliance, or of noncompliance. We encourage you to continue your efforts toward equal employment opportunity, and vigorously self-monitor both your efforts and results.

We appreciate the cooperation and courtesies extended by you and your staff. We would like to take this opportunity to make you aware of our compliance assistance program. Please contact the Dallas District Office at (972) 850-2650 to set up an appointment.

Sincerely,

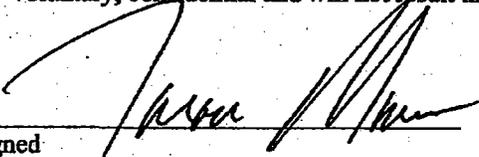
A handwritten signature in cursive script that reads "Joan Sessoms Ford".

JOAN SESSOMS FORD  
Deputy Regional Director

## Equal Employment Opportunity and Affirmative Action Policies

1. This Company, through its responsible managers, shall seek to recruit, hire, upgrade, train, and promote without regard to race, color, religion, sex, national origin, persons with a disability, or status as a protected veteran.
2. Management shall seek to ensure that personnel actions such as compensation, benefits, layoffs, returns from layoffs, sponsored training, educational tuition assistance, and social and recreational programs, shall be administered in a non-discriminatory fashion.
3. Management shall base employment decisions on the principles of equal employment opportunity and with the intent to further the commitment to equal employment. At no time will covered employees, or covered applicants for employment, who seek assistance pursuant to this policy be subject to discipline, or have opportunities for employment adversely affected because of such efforts.
4. Management shall take affirmative action to seek to ensure that qualified minority group individuals, females, protected veterans and qualified persons with a disability are considered for employment and promotions on a non-discriminatory basis.
5. Management shall seek to ensure that employees and applicants are not subject to harassment, intimidation, threats, coercion or discrimination because they have engaged in or are engaging in any of the following under EO 11246, The Rehabilitation Act of 1973 or The Veteran ERA Readjustment Assistant Act of 1974:
  - (a) filing a complaint,
  - (b) assisting or participating in an investigation, hearing or administrative action,
  - (c) opposing an unlawful practice, or
  - (d) otherwise exercising any other legally protected right.
6. Employees are giving the opportunity to identify themselves as either persons with a disability or protected veterans. This self-identification is strictly voluntary, confidential and will not result in retaliation.

Signed

  
\_\_\_\_\_  
President and CEO  
Title

8-2-2010  
Date

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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 or sex. Except with respect to affectional or sexual orientation, 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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 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 union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 personnel 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 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 at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): \_\_\_\_\_

Leah Haggerty  
Representative's Signature: Leah Haggerty

Name of Company: USABLE, Inc.

Tel. No.: 904-312-8163 Date: 3/21/11

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Heath Higgerty / HR Director  
Representative's Signature: [Signature]  
Name of Company: USAble Life  
Tel. No.: 904-302-8163 Date: 3/21/11

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: USABLE Life

SIGNATURE: *Leah Haggerty* DATE: 3/21/11  
PRINT NAME: Leah Haggerty TITLE: HR Director

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-187

Agenda No. 10.Z.4

Approved: MAR 23 2011



**TITLE: RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2010 - 2012**

COUNCIL offered and moved adoption of the following resolution:

**WHEREAS**, the New Jersey Department of Community Affairs (DCA) has been designated as the State Agency to administer and supervise the federal Community Services Block Grant; and

**WHEREAS**, the New Jersey Department of Community Affairs intends to award the City of Jersey City approximately \$958,656.00 for the Community Services Block Grant Program; and

**WHEREAS**, the City of Jersey City through its Division of Community Development, desires to accept Grant Agreement No. 2011-05235-0328 from the State of New Jersey, Department of Community Affairs; and

**WHEREAS**, this Grant Agreement will provide the City of Jersey City with an initial allocation of \$407,637.00 for the operation of the Community Services Block Grant Program; and

**WHEREAS**, this allocation represents a portion of the anticipated grant award of approximately \$958,656.00; and

**WHEREAS**, this Grant Agreement will be effective from the period of October 1, 2010 through September 30, 2012; and

**WHEREAS**, no local cash match is required by the City of Jersey City under this agreement; and

**WHEREAS**, the Division of Community Development recommends the acceptance of this Grant Agreement as being in the best interest of the City of Jersey City.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is hereby authorized to accept and execute Grant Agreement No. 2011-05235-0328 with the New Jersey Department of Community Affairs for the purpose of accepting funds under the federal Community Services Block Grant.
2. Be it further resolved, that the Mayor or Business Administrator is authorized to sign the Community Services Block Grant Agreement and any other documents necessary in connection therewith.

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator

APPROVED AS TO LEGAL FORM [Signature]  
 Corporation Council

Certification Required   
 Not Required  **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.  
[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**FULL TITLE OF ORDINANCE/RESOLUTION/COOPERATION AGREEMENT:**

RESOLUTION AUTHORIZING ACCEPTANCE AND EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR FUNDING UNDER THE COMMUNITY SERVICES BLOCK GRANT FOR FY 2010 – 2012

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

DARICE TOON, DIRECTOR, DIVISION OF COMMUNITY DEVELOPMENT –  
201-547-5304

**DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

CSBG PROVIDES FUNDING TO VARIOUS SOCIAL SERVICE AGENCIES. SERVICES RANGE FROM EDUCATIONAL PROGRAMS FOR YOUTH TO A MEALS ON WHEELS PROGRAM FOR SENIOR CITIZENS.

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

CSBG IS DESIGNED TO ALLEVIATE POVERTY RELATED CONDITIONS.

**COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

INITIAL ALLOCATION \$407,637.00

**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

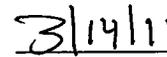
OCTOBER 2010

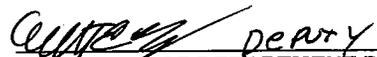
**ANTICIPATED COMPLETION DATE:**

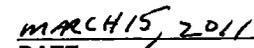
SEPTEMBER 2012

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

  
SIGNATURE OF DIVISION DIRECTOR

  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

  
DATE

---

**Department of Housing, Economic Development & Commerce**  
**Division of Community Development**

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**Inter-Office Memorandum**

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**DATE:** March 14, 2011  
**TO:** Council President Peter Brennan and Members of the Municipal Council  
**FROM:** Darice Toon, Director  
**SUBJECT:** RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM HOMELESS PREVENTION AND RAPID RE-HOUSING (HPRP) FUNDS, HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

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This memo is to provide additional details regarding the above referenced resolution. One item on the resolution entails entering into a contract with New Jersey Citizen Action (NJCA) to provide first time homebuyers training and foreclosure prevention counseling. The CDBG funds for those services will come from 2010, unallocated funds that were set aside for this purpose. The contract will be for One Hundred Thousand Dollars (\$100,000.00).

The City issued a Request for Applications (RFA) on January 12, 2011 for housing counseling and foreclosure prevention. Three (3) applicants responded to the RFA. The respondents were as follows:

- New Jersey Citizens Action (NJCA)
- Urban League of Union County, Inc. (ULUC)
- Tri-City Peoples Corporation (Tri-City)

Based upon the evaluation criteria matrix utilized by the Division of Community Development, New Jersey Citizen Action scored ninety two and a half (92.50) points out of a maximum of one hundred (100) points, Tri-City Peoples scored sixty nine (69) points and Urban League of Union County Inc. scored sixty five (65) points. (See attached matrix for DCD evaluation). As a result, the DCD is requesting authorization to contract with New Jersey Citizen Action to provide such training and counseling.

If you have any questions, please contact me at x5304.

w/attachment

cc: Carl Czaplicki, Director – HEDC  
Rodney Hairston, Real Estate Officer – DCD

# HOUSING COUNSELING EVALUATION MATRIX

CRITERIA	RESPONDENTS/RATINGS						POINTS <small>MAX +</small>
	NJCA	TRI-CITY	RH	AR	RH	AR	
1. HUD Certified Counseling Agency in good standing that is certified in foreclosure prevention and pre & post purchase counseling and must be proficient in English and Spanish.							
	25	22	15	20	18	20	25
2. Experience and reputation in the field							
	50	48	35	38	30	35	50
3. Price Proposal							
	10	10	10	5	8	5	15
4. Ability to customize training programs to meet City's programmatic requirements							
	10	10	8	7	7	7	10
<b>TOTAL POINTS</b>							
	95	90	68	70	63	67	100
<b>OVERALL AVERAGE SCORING</b>							
	92.50	69.00			65.00		

**RESPONDENTS**  
 NJCA- NEW JERSEY CITIZEN ACTION  
 TRI-CITY- TRI-CITY PEOPLES CORPORATION  
 ULUC- URBAN LEAGUE OF UNION COUNTY, INC.

**RATERS**  
 RH- RODNEY HAIRSTON  
 AR- ANDREW REGENSTREICH

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-188

Agenda No. 10.Z.5

Approved: MAR 23 2011

TITLE:



## RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT-RECOVERY (CDBG-R) FUNDS PROGRAM

COUNCIL  
resolution:

offered and moved adoption of the following

**WHEREAS**, the American Recovery and Reinvestment Act (ARRA) of 2009, signed into law on February 17, 2009, appropriated \$1 Billion in Community Development Block Grant (CDBG) funds to states and local governments to carry out, on an expedited basis, eligible activities under the CDBG program; and

**WHEREAS**, on June 5, 2009 the City submitted a Substantial Amendment to allow for the application and use of American Recovery and Reinvestment Act (ARRA) funds; and

**WHEREAS**, the City's Substantial Amendment to our FY2008 Action Plan has been approved by the U.S. Department of Housing and Urban Development (HUD) and the City had been authorized to receive \$1,749,827 in CDBG-R Program funds; and

**WHEREAS**, on September 9, 2009, the Municipal Council adopted resolution No. 09-717 authorizing program contracts with various City or autonomous agencies; and

**WHEREAS**, the City awarded the Jersey City Incinerator Authority \$300,000 in CDBG-R funds for the purpose of demolishing vacant properties; and

**WHEREAS**, a property located within the proposed Berry Lane Park site (75 Woodward Street) needs to be demolished; and

**WHEREAS**, the Jersey City Redevelopment Agency solicited bids to demolish this property and the lowest bid is within an acceptable range; and

**WHEREAS**, the Jersey City Incinerator Authority (JCIA) is amenable to transferring funds for the demolition of this property because it would be more costly for JCIA to demolish the property.

TITLE:

**NOW, THEREFORE, BE IT RESOLVED** By The Municipal Council of The City of Jersey City that \$170,077 may be transferred from JCIA's demolition account and \$13,754 may be transferred from Division of Community Development Administration account to Jersey City Redevelopment Agency (JCRA) for the demolition of 75 Woodward Street.

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$183,831 are available in account number 51-200-56-852-919, PO No. 102739

Donna Mauer  
 Donna Mauer  
 Chief Financial Officer

APPROVED: [Signature] <sup>D3</sup> APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required

Not Required

APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
3/23/11											
COUNCILPERSON	AY	NAY	N.V.	COUNCILPERSON	AY	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY		ABSTAIN		FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City

Peter M. Brennan  
 Peter M. Brennan, President of Council

Robert Byrne  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING PROGRAM CONTRACTS UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT-RECOVERY (CDBG-R) FUNDS PROGRAM**

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development – 201-547-5304

**DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Reprogramming of CDBG-R funds for demolition of vacant property

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Development of Berry Lane Park

**COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

\$183,831 (CDBG-R funds)

**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

**ANTICIPATED COMPLETION DATE:**

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

*Darice Toon*  
SIGNATURE OF DIVISION DIRECTOR

3/14/11  
DATE

*Antony Deputy*  
SIGNATURE OF DEPARTMENT DIRECTOR

MARCH 15, 2011  
DATE

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-189

Agenda No. 10.Z.6

Approved: MAR 23 2011

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM HOMELESS  
PREVENTION AND RAPID RE-HOUSING (HPRP) FUNDS, HOME INVESTMENT  
PARTNERSHIPS PROGRAM (HOME) FUNDS AND COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) FUNDS**

COUNCIL offered and moved adoption  
of the following resolution:

**WHEREAS**, on April 21, 2010 the Municipal Council adopted Resolution 10-239 authorizing the submission of the 2010-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, from 1999 through 2011 the Municipal Council has adopted resolutions authorizing the submission of Annual Action Plans to the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the Annual Action Plans detail specific projects the City will fund under various HUD grants; and

**WHEREAS**, the City is desirous of reprogramming \$500,000 in HPRP funds \$2,941,382 in HOME funds and \$544,534 in CDBG funds; and

**WHEREAS**, the City is desirous of re-allocating funds as detailed on the attached page.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to execute agreements with sub recipients / subgrantees identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

## TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM HOMELESS  
PREVENTION AND RAPID RE-HOUSING (HPRP) FUNDS, HOME INVESTMENT  
PARTNERSHIPS PROGRAM (HOME) FUNDS AND COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) FUNDS**

## EXHIBIT A

Reprogrammed Activities - HPRP

Description
<p><b>United Way of Hudson County (Activity #1696)</b> 857 Bergen Avenue, Jersey City, NJ</p> <p><b>Let's Celebrate, Inc. (Activity #1695)</b> 46-48 Fairview Avenue, Jersey City, NJ</p> <p>United Way of Hudson County (UWHC) was awarded \$1,378,651.00 in HPRP Rapid Re-housing funds for FY 2009-2012. The Division of Community Development proposes to reprogram \$500,000.00 to Let's Celebrate, Inc. Homeless Prevention Program.</p> <p><b>Reprogram \$500,000.00</b> from 2009 HPRP funds. The UWHC's award will be decreased from \$1,378,651 to \$878,651 and Let's Celebrate's award will be increased from \$1,256,954 to \$1,756,954.00. Lets Celebrate, Inc. will use HPRP funds to extend its HPRP Homeless Prevention program to prevent homelessness of Jersey City residents currently on the program's wait list.</p>

Reprogrammed Activities – HOME Investment Partnerships Program (HOME)

Description
<p><b>311-315 MLK Drive, LLC</b> 96 Grant Avenue, Jersey City, NJ Project Address: 311-315 MLK Drive</p> <p>New construction of a mixed use property that will contain ten (10) affordable housing rental units and commercial space. Property is currently under construction. Previously awarded \$1,300,000.00. Additional funds in the amount of \$160,882.00 are needed to cover a portion of the cost incurred due to project delays. Reprogram \$160,882.00 from the following account:</p>

YEAR	ACCOUNT	AMOUNT	HUD Activity #
1999	Cancelled Project – Jackson Estates	\$160,882.00	732

**Jersey City Episcopal CDC (JCECDC)**  
514 Newark Avenue, Jersey City, NJ  
Project Address: 15-17 Oak Street and 34-40 Van Nostrand Avenue

New construction of five (5) two-family houses that will contain an affordable homeownership and rental unit in each property. JCECDC was previously awarded \$930,000.00. However, due to increased construction cost additional funds in the amount of \$95,000.00 are needed to cover a gap in financing. Reprogram \$95,000.00 from the following account:

YEAR	ACCOUNT	AMOUNT	HUD Activity #
1999	Cancelled Project – Jackson Estates	\$95,000.00	732

**Mobility Consulting & Contracting Co.**  
P.O. Box 213  
Adelphia, New Jersey 07710  
Project Address: 228 Clinton Avenue  
Clinton Avenue Condos

Gut rehabilitation of six (6) units of affordable housing to create six (6) for-sale condominium units for low/moderate income families. Previously awarded \$494,105.00. Additional funds in the amount of \$86,000.00 are needed to cover unanticipated costs. Reprogram \$86,000.00 from the following account:

YEAR	ACCOUNT	AMOUNT	HUD Activity #
1999	Cancelled Project – Jackson Estates	\$86,000.00	732

## TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM  
HOMELESS PREVENTION AND RAPID RE-HOUSING (HPRP) FUNDS, HOME  
INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND COMMUNITY  
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**Reprogrammed Activities – HOME Investment Partnerships Program (HOME) cont'd**

**Genesis Ocean Avenue Partners, LLC**  
594 Broadway, Suite 1107  
New York, New York 10012  
Project Address: 441-443 / 451-457 Ocean Avenue

New construction of sixty (60) affordable rental housing units [ten (10) HOME assisted units]. Project will consist of a five (5) story mixed use building with ground floor commercial/community space. Project was originally scheduled to receive FY2011-12 funding. However, an earlier funding commitment is needed to proceed with a tax credit application. Reprogram \$1,300,000.00 from the following account:

YEAR	ACCOUNT	AMOUNT	HUD Activity #
2008	Temporarily reallocating funds from a delayed project. Bay Bay Senior Housing.	\$1,300,000.00	1353

**The Doe Fund, Inc.**  
232 East 84<sup>th</sup> Street  
New York, New York 10012  
Project Address: 136 & 140-142 Summit Avenue  
55 Clifton Place

New construction of a sixty (60) unit mixed income and mixed use project (ten (10) HOME assisted units). Project was originally scheduled to receive FY2011-12 funding. However, an earlier funding commitment is needed to proceed with a tax credit application. Reprogram \$700,000.00 from the following account:

YEAR	ACCOUNT	AMOUNT	HUD Activity #
2008	Temporarily reallocating funds from a delayed project. Bay Bay Senior Housing.	\$700,000.00	1353

**Jersey City Redevelopment Agency**  
30 Montgomery Street  
Jersey City, New Jersey 07302  
Project Address: 291 Halladay Street

Acquisition of property for the development of a two (2) family property that will contain one (1) homeownership unit and one (1) rental unit. Reprogram \$135,000.00 from the following account:

**Jersey City Episcopal CDC**  
514 Newark Avenue  
Jersey City, New Jersey 07302  
Project Address: 242 Bergen Avenue

Rehabilitation of a 12 unit rental housing project. (Ten (10) HOME assisted units). Jersey City Episcopal CDC was previously awarded \$1,300,000. However, due to a reduced cap on state subsidy funds, the project has a funding gap. Reprogram \$240,000 from the following accounts:

YEAR	ACCOUNT	AMOUNT	HUD Activity #
2006	Cancelled Project – C-Line	\$165,958.00	1189
2007	Cancelled Project – Building an Empire	\$74,042.00	1306

YEAR	ACCOUNT	AMOUNT	HUD Activity #
1999	Cancelled Project– Jackson Estates	\$135,000.00	732

**TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM HOMELESS PREVENTION AND RAPID RE-HOUSING (HPRP) FUNDS, HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

Description			
<b>Jersey City Redevelopment Agency</b> <b>30 Montgomery Street</b> <b>Jersey City, New Jersey 07302</b> <b>Project Address: 284-292 Martin Luther King Drive</b>			
Acquisition clearance and related soft costs for mixed use property to be rehabilitated to create four (4) affordable rental housing units. Project funding will be transferred from CDBG to HOME. Reprogram \$224,500.00 from the following account:			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
1999	Cancelled Project – Jackson Estates	\$91,940.00	732
2006	Cancelled Project – C-Line	\$132,560.00	1189

**Reprogrammed Activities – Community Development Block Grant (CDBG)**

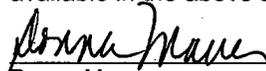
Description			
<b>Team Walker</b> <b>316 Communipaw Avenue</b> <b>Jersey City, New Jersey 07304</b> <b>Project Address: Communipaw Avenue</b>			
New construction of an educational center which will expand academic programming for youth residing in Bergen Lafayette. Previously funded \$865,783.00. Additional funding is needed to cover costs associated with acquiring the building. Reprogram \$150,000.00 from the following account:			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2010	Boys and Girls Club of Hudson County Cancelled Project	\$108,800.00	1787
2005	Cancelled Project – Urban League	\$41,200.00	1107
<b>Jersey City Redevelopment Agency (JCRA)</b> <b>30 Montgomery Street – 9<sup>th</sup> Floor</b> <b>Jersey City, NJ 07302</b> <b>Project Address: 45-47 &amp; 51-53 MLK Drive</b>			
Acquisition, relocation and soft costs associated with 45-47 & 51-53 MLK Drive. Property acquisition to take place in preparation for a future mixed income and mixed use development. Previously awarded \$869,414. Additional funds in the amount of \$285,586 are needed to cover cost related costs. <b>Reprogram \$294,534 from the following accounts to be cancelled:</b>			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2002	Liberty Harbor North (JCRA)	\$26,327	
2003	100 Monitor Street (JCRA)	\$10,000	
2006	202 MLK Drive (JCRA)	\$243,000	
2007	EDC Façade Improvement	\$9,726	1458
Multiple	York Street project	\$3,978	
2008	Women Rising	\$1,503	1558
<b>N.J. Citizen Action (NJCA)</b> <b>744 Broad Street, Suite 2080</b> <b>Newark, New Jersey 07102</b>			
Provide pre and post purchase training to eligible first time homebuyers and foreclosure prevention counseling services to residents of Jersey City.			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2010	Unallocated funds	\$100,000	

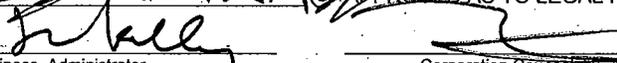
**TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM HOMELESS PREVENTION AND RAPID RE-HOUSING (HPRP) FUNDS, HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**SUMMARY OF REPROGRAMMED ACCOUNTS**

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
LETS CELEBRATE	HPRP-HOMELESS PREVENTION	\$500,000	48-200-56-899-979	97878
311-315 MLK DRIVE, LLC	311-315 MLK DRIVE	\$160,882	36-200-56-858-602	87854
JERSEY CITY EPISCOPAL CDC	15-17 OAK STREET AND 34-40 VAN NOSTRAND AVENUE	\$95,000	36-200-56-900-619	95065
MOBILITY CONSULTING & CONTRACTING CO.	228 CLINTON AVENUE	\$86,000	36-200-56-901-711	99503
GENESIS OCEAN AVENUE PARTNERS, LLC	441-443/451-457 OCEAN AVENUE	\$1,300,000	36-200-56-858-618	102749
THE DOE FUND, INC.	136&140-142 SUMMIT AVENUE / 55 CLIFTON PLACE	\$700,000	36-200-56-881-845	102740
JERSEY CITY REDEVELOPMENT AGENCY	291 HALLADAY STREET	\$135,000	36-200-56-878-763	102741
JERSEY CITY EPISCOPAL	242 BERGEN AVENUE	\$240,000	36-200-56-902-715	100755
JERSEY CITY REDEVELOPMENT AGENCY	284-292 MLK DRIVE	\$224,500	36-200-56-881-848	102742
TEAM WALKER	373-379 COMMUNIPAW AVENUE	\$150,000	34-200-56-851-840	82257
JERSEY CITY REDEVELOPMENT AGENCY	45-47 & 51-53 MLK DRIVE	\$294,534	52-200-56-851-996	100749
NJ CITIZEN ACTION	NEWARK AVENUE JERSEY CITY	\$100,000	52-200-56-851-521	102743

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$3,985,916 are available in the above accounts.

  
 Donna Mauer  
 Chief Financial Officer

APPROVED:  DEPUTY DIR. APPROVED AS TO LEGAL FORM  
 APPROVED:   
 Business Administrator Corporation Counsel

Certification Required

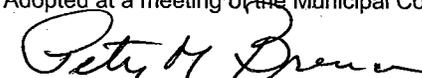
Not Required   
 APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AY	NAY	N.V.	COUNCILPERSON	AY	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

**LEGISLATIVE FACT SHEET**

This summary sheet is to be attached to any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

**FULL TITLE OF ORDINANCE / RESOLUTION / COOPERATION AGREEMENT:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING MULTIPLE ANNUAL ACTION PLANS TO RE-PROGRAM HOMELESS PREVENTION AND RAPID RE-HOUSING (HPRP) FUNDS, HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS**

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development – 201-547-5304

**DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Reprogramming of HPRP, HOME and CDBG funds

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

Creation of affordable housing

**COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

\$500,000 (HPRP funds)  
\$2,941,382 (HOME funds)  
\$544,534 (CDBG funds)

**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

**ANTICIPATED COMPLETION DATE:**

I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.

*Darice Toon*  
SIGNATURE OF DIVISION DIRECTOR

3/14/11  
DATE

*[Signature]* DEPUTY  
SIGNATURE OF DEPARTMENT DIRECTOR

MARCH 15, 2011  
DATE

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-190

Agenda No. 10.Z.7

Approved: MAR 23 2011



**TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF SCARINCI & HOLLENBECK TO REPRESENT SEVERAL DEFENDANTS IN THE MATTER OF WILSON V. CITY OF JERSEY CITY, ET AL.**

**COUNCIL**

offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City and several police officers and supervisors are defendants in civil rights cases now pending in the Superior Court of New Jersey and the United States District Court and Court of Appeals; and

**WHEREAS**, because the plaintiffs are seeking to hold the police officers personally liable and because ethical rules governing the representation by municipal attorneys in some cases prohibit the Corporation Counsel from representing the City and individual police officers; and

**WHEREAS**, the City of Jersey City maintains excess general liability insurance that includes payment of legal fees once the self-insured retentage amount has been reached in certain cases; and

**WHEREAS**, the Corporation Counsel has determined that it is necessary to engage outside counsel to represent Police Officer Jose Santana, Police Officer Ernest Vidal, Call Taker Laura Petersen, Call Taker Brenda Murdaugh-Jones and Dispatcher Michael Edward Clark in this matter; and

**WHEREAS**, Scarinci & Hollenbeck, 1100 Valleybrook Avenue, PO Box 790, Lyndhurst, New Jersey 07071 has been previously retained in the matter of Wilson v. City of Jersey City, et al.; and

**WHEREAS**, Scarinci & Hollenbeck has agreed to perform these services at an hourly rate of \$150.00 per hour, including expenses, for a total amount not to exceed \$75,000; and

**WHEREAS**, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

**WHEREAS**, in April 2010, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

**WHEREAS**, Scarinci & Hollenbeck, Esqs. submitted a Qualification Statement in response to the City's RFQ; and

**WHEREAS**, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

**WHEREAS**, the law firm of Scarinci & Hollenbeck has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Scarinci & Hollenbeck from making any reportable contributions during the term of the contract; and

**WHEREAS**, Scarinci & Hollenbeck has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

**WHEREAS**, the City's self-insured retention threshold of \$250,000 in Wilson v. City of Jersey City, et al. has been reached; and

**WHEREAS**, funds are available for the cost of these services in Account No.: 11-14-298-56-000-856; and

TITLE:

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF SCARINCI & HOLLENBECK TO REPRESENT THE SEVERAL DEFENDANTS IN THE MATTER OF WILSON V. CITY OF JERSEY CITY, ET AL.**

WHEREAS, all costs expended by the City in Wilson are to be reimbursed or paid directly to the City by the City's insurers, State National Insurance Company and TIG Company respectively.

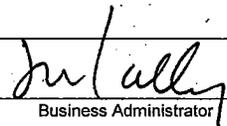
NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

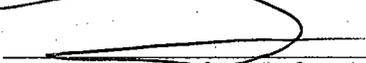
1. An agreement is awarded to the law firm of Scarinci & Hollenbeck to represent various defendants in the matter of Wilson v. City of Jersey City, et al., for a total amount of \$75,000, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. No. 11-14-298-56-000-856.

  
 Peter Soriero, Risk Manager

WM/igp  
 3/16/11

APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required

Not Required

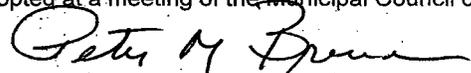
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk



# CITY OF JERSEY CITY

## Office of the Corporation Counsel

280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: (201) 547-4667  
Fax: (201) 547-5230

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

March 17, 2011

Council President and Members of the Municipal Council  
City Hall-280 Grove Street  
Jersey City, NJ 07302

**Re: Resolutions Reauthorizing Agreements with Outside Council**

Dear Council President and Members of the Municipal Council:

Before the City Council are two Resolutions that would reauthorize contracts for outside counsel to continue to represent City officials in two different matters that are currently in litigation. Although neither law firm has exhausted the amount most recently authorized, professional services contracts are required to be reauthorized on an annual basis. N.J.S.A. 40A:11-15

As the Council may recall, the law firm of Scarinci & Hollenbeck has been representing several City officials in the matter of Wilson v. City of Jersey City, et al., which was filed in 2006. The plaintiff in this case has alleged negligence on the part of certain 911 call takers and police officers with regard to the City's response to a 911 call that incorrectly gave the address of a location where a heinous murder was committed. An update from outside counsel is attached to this letter.

The plaintiff's current demand is \$10 million (plaintiff previously demanded \$15 million). A jury awarded \$4.4 million in a similar matter arising out of a 911 call in Newark (after an appeal, Newark settled for \$1 million.) Although we were successful in having this case dismissed on summary judgment, the Appellate Division reversed that decision as to the individual call takers and the matter was remanded back to Trial Court for trial. In a relatively rare occurrence, the New Jersey Supreme Court has agreed to hear an Appeal of the Appellate Division's decision before the matter is Tried. The City's insurance carrier for the time period during which these events took place, Meadowbrook Insurance Company, offered to pay for outside counsel to represent the City on its Appeal before the New Jersey Supreme Court. We have agreed to allow former Federal District Court Judge Steven Orlofsky, of the Blank Rome Law Firm, to represent the City on this Appeal before the New Jersey Supreme Court at no cost to the City. The City's self-insured retention (deductible) in this matter is \$250,000. This amount has been fully expended and all attorneys' fees at this point are being covered by Meadowbrook. Our insurance coverage is capped at \$5 million dollars for this case.

City of Jersey City  
Office of the Corporation Counsel

The Law Firm of Netchert, Dineen & Hillman were previously authorized to represent a Police Officer Michael Gonzalez in the matter of Gattas v. Gonzalez and Jersey City. Officer Gonzalez is entitled to representation by outside counsel. The Complaint alleges a violation of civil rights due to false arrest. Although outside counsel has billed only \$8,230 of the \$25,000 contracted for (this was originally handled in-house), we are now required to authorize another year long contract. This case is currently in mediation to determine whether a settlement is possible. However, if a settlement is not able to be reached, the case will proceed to trial. Accordingly, we are seeking authorization for an additional \$50,000 for a total amount of \$75,000, which will be funded by the Insurance Fund Commission.

Very truly yours,



**WILLIAM MATSIKLOUDIS**  
**CORPORATION COUNSEL**

WM/igp  
Enclosure

c: Jack Kelly, Business Administrator  
Robert Byrne, City Clerk  
Joanne Monahan, First Assistant Corporation Counsel  
Thomas Fodice, Assistant Corporation Counsel  
Michael Dougherty, Assistant Corporation Counsel  
Peter Soriero, Risk Manager

MICHAEL A. CIFELLI, Counsel  
mcifelli@scarincihollenbeck.com  
Direct Phone: 201-623-1234

March 9, 2011

**VIA ELECTRONIC & REGULAR MAIL**

William C. Matsikoudis, Esq.  
Corporation Counsel  
280 Grove Street  
Jersey City, New Jersey 07302

**Re: Wilson, et al. v City of Jersey City, et al.**  
**Docket No.: HUD-L-4232-06**  
**Our File No. 9749.6000**

Dear Mr. Matsikoudis:

Please accept this letter as a current case status and summary of the above matter.

**BRIEF SUMMARY OF THE CASE**

This is a case where a caller to 911 provided erroneous information to 911 Call Takers, who in their exercise of discretion processed the call to affect a police response.

On September 20, 2007, at 12:47 a.m. Anthony Andrews ("Andrews") called 911 from his cell phone. Andrews' call was received by the State Police and transferred to the Jersey City Communications Center. Answers Jersey City Call Taker Defendant Laura Petersen ("Petersen") with the incorrect address,<sup>1</sup> a description of what occurred, then Petersen verified the event location and Andrews again provided the wrong location. Petersen forwarded the information to the dispatcher. In turn, police arrived at the wrong location provided by Andrews within two minutes, but did not find an event there. The basis for liability against Defendant Petersen is the claim that she failed to field information from Andrews that would have yielded the correct event location.

Approximately 24 hours later, Andrews called 911 again. This time, he informed Jersey City Call Taker Defendant Brenda Murdaugh-Jones ("Jones") that the incident he was again calling about

<sup>1</sup> The event location has two addresses because the apartment building is situated on the corner of MLK Boulevard and Wegman Parkway in Jersey City. The building is known as either 185 MLK, Jr. Boulevard or 207 Wegman Parkway. Anthony Andrews confused the two addresses and provided the event location as 185 Wegman Parkway, which is approximately 100 yards from the actual event location.

{00611915.DOC}

had occurred the day prior. Pursuant to N.J.S.A. 17:24-2.3(A)(8), Jones determined the call to be non-emergent and directed Andrews to the non-emergency phone line. Andrews did not call the regular police line and made no further contact with police. The basis for liability against Defendant Jones is the allegation that had she not attempted to divert the Andrews call to the non-emergency phone line, the police would have responded to the event location and would have responded in a time to save the life of Plaintiffs' decedents.

Approximately 12 hours after the Andrews call to Jones (approximately 36 hours after the initial call to 911 in the early morning hours of September 20, 2007), Paris Wilson called 911 and was found in his mother's apartment. His mother, Marcia, brother DeQuan and sister Dartagnania were deceased due to stab wounds inflicted by Marcia's brother, Dwayne Wilson. Paris Wilson, who was stabbed several times, was taken to the hospital where he eventually recovered.

#### **PLAINTIFFS' DEMANDS**

On August 24, 2006, Plaintiffs filed a Complaint against the defendants in the Superior Court of New Jersey, Law Division, Hudson County Vicinage, under docket number HUD-L-4232-06. Plaintiffs' claim for damages in their Complaint was "not less than \$200 million". On September 11, 2007, Plaintiffs filed a First Amended Complaint. On December 18, 2007, Plaintiffs filed a Second Amended Complaint.

During the course of the litigation, Plaintiffs tendered a settlement demand of \$10,000,000.00. Thereafter, Plaintiffs upped their settlement demand to \$15,000,000.00 and then lowered it again to \$10,000,000.00. Given the high settlement demand, Defendants did not respond with a counter-offer for settlement.

#### **DISCOVERY ACCOMPLISHED**

During the course of the litigation, approximately 20 depositions were taken, including depositions of liability and damages experts for Plaintiffs and Defendants. Interviews of non-deposed witnesses were also conducted. Interrogatories were propounded and answers provided. Thousands of pages of police reports, manuals, telephone records, crime scene photographs, autopsy photographs, medical examiner reports, etc. were produced in discovery. Numerous discovery motions were filed. Plaintiffs filed amended pleadings and Defendants impleaded Dwayne Wilson as a Third-Party Defendant and the State of New Jersey as a Third-Party Defendant.

#### **STATUS**

Defendants were granted summary judgment on April 15, 2009. All defendants were dismissed from the litigation as a result. Plaintiffs then appealed. Briefs were filed by the parties and oral argument before an Appellate panel was conducted. On August 4, 2010, the Appellate Division upheld the granting of summary judgment as to the defendants, City of Jersey City, Dispatcher Michael Clark and Police Officers Earnest Vidal and Jose Santana. The Appellate Division reversed summary judgment as to the individual defendants, Call Takers Petersen and Jones. The matter was remanded back to the trial court and it was scheduled for trial.

March 9, 2011

Page 3

In turn, we filed a Petition for Certification with the New Jersey Supreme Court. The Court accepted our petition on January 20, 2011. Further, the Court has granted our motion to file supplemental briefs on appeal. At issue on the appeal is whether Call Takers have immunity under the so-called 911 Statute – N.J.S.A. 52:17C-10. The Appellate Division decision in this case, along with the Appellate Division's decision in Massachi v AHL Services issued on the same day, are the first reported decisions applying the Title 52 immunities. Given the implications of holding Call Takers to a simple negligence standard, application of the Title 52 immunities has a far reaching effect. The Appellate Division found that while Call Takers have immunity, the circumstances where immunity applies is very narrow and only involves police investigations. The Appellate court found that police investigations only begin after the police locate a victim, so that communications to police prior to locating a victim do not fall within the Title 52 immunity.

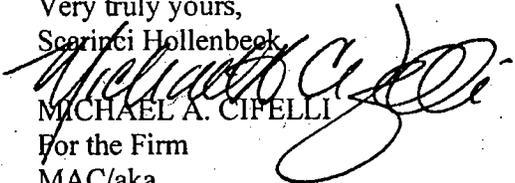
In addition, at issue is whether the Call Takers have immunity under Title 59 for the use in their discretion to allocate police resources and the discretion to gather information they deem necessary to process an emergency call.

We are in the process of drafting our supplemental brief on appeal. The matter is not currently scheduled for oral argument. However, we anticipate that oral argument will take place some time in the fall of 2011. If our appeal is granted, the matter will be dismissed. However, if the Supreme Court denies our appeal, the matter will be remanded and scheduled for trial. Currently, the matter has a September 2011 trial date, but it is unlikely that the appeal will be completed by that time. If the appeal is still pending by September 2011, the Law Division will likely adjourn the matter further until the appeal is adjudicated.

A trial in this matter will be extensive and is likely to take at least one month to complete. Further, a trial will require multiple experts for each side as well as multiple fact witnesses. Finally, after the remand from the Appellate Division, Plaintiffs announced two new witnesses; i.e. a psychologist who has treated Paris Wilson for the last two years (while the matter was on appeal) and Paris' aunt Sonya, with whom Paris has been living for the last two years. The Law Division gave the parties permission to take additional discovery (including supplemental IME's by and depositions of each party's psychological expert) prior to the Supreme Court accepting the Petition for Certification. With the acceptance of the Petition by the Supreme Court, the parties halted discovery pending the adjudication of the appeal. Should the matter be remanded, this additional discovery would have to be taken in order to prepare properly for trial.

We will keep you apprized of further developments as they become known. In the meantime, if you have any questions or require anything further, please do not hesitate to contact me at your convenience. Thank you for your attention to this matter.

Very truly yours,  
Scarinci Hollenbeck

  
MICHAEL A. CIFELLI

For the Firm  
MAC/aka

SCARINCI HOLLENBECK

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity For Individuals With Disabilities**

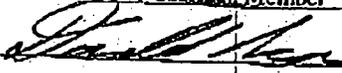
The Contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "ADA") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner grievance procedure, the Contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of this agreement or otherwise by law.

Representative's Name/Title Print: Donald Scarinci Member

Representative's Signature: 

Name of Company: Scarinci Hollenbeck

Tel. No: (201) 896-4100

Date: 3/16/2011

## EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)****Goods, Professional Services 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 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of the 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 of 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 union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good-faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. Good faith efforts to meet targeted 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 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, 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 personnel 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, 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

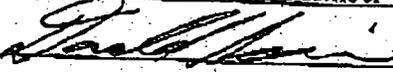
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish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

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understand that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title Print: Donald Scarinci, Member

Representative's Signature: 

Name of Company: Scarinci Hollenbeck

Tel. No: (201) 896-4100

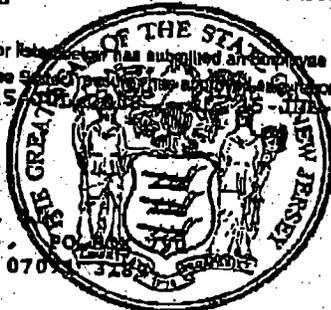
Date: 3/16/2011

Certification 11738

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor **SCARINCI & HOLLENBECK** has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State has approved the report. This approval will remain in effect for the period of **15/01/2011 - 12/31/2011**.



**SCARINCI & HOLLENBECK,  
1100 VALLEY BROOK AVE.,  
LYNDHURST**

**NJ 070**



State Treasurer

SECTION B - COMPANY IDENTIFICATION

1. SCARINCI HOLLENBECK  
100 VALLEY BROOK AVE.  
P.O. BOX 790  
LYNDURAST, NJ 07071

2. SCARINCI HOLLENBECK  
1180 VALLEY BROOK AVE.  
P.O. BOX 790  
LYNDURAST, NJ 07071  
C. Y.

EQUAL EMPLOYMENT OPPORTUNITY  
AND EMPLOYER INFORMATION REPORT  
CONSOLIDATED REPORT - TYPE 2

SECTION C - TEST FOR FILING REQ.  
1-2-2-NEN DUNS NO.:  
SECTION E - ESTABLISHMENT INFO.  
NAUC:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	NUMBER OF EMPLOYEES														OVERALL TOTALS			
	Hispanic Or Latino		Race/Ethnicity															
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES				
Executive/Supervisor Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
First/Mid-Level Officials and Managers	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Professionals	5	1	32	1	0	0	0	0	0	0	0	0	0	0	0	0	0	40
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	2	6	8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	17
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	7	7	43	3	0	0	0	0	0	0	0	0	0	0	0	0	0	60
Total employment reported in previous EEO-1 report	2	7	37	2	0	0	0	0	0	0	0	0	0	0	0	0	0	41

SECTION F - REMARKS

CO-CX49754  
J-C23377

**SECTION B - COMPANY IDENTIFICATION**

1. SCARINCI HOLLENBECK  
1100 VALLEY BROOK AVE.  
P.O. BOX 750  
LYNDHURST, NJ 07071

2. SCARINCI HOLLENBECK  
2 PARAGON WAY  
FREEHOLD, NJ 07728  
MONMOUTH COUNTY  
N.J.

**EQUAL EMPLOYMENT OPPORTUNITY  
1995 EMPLOYER INFORMATION REPORT  
REPORT - TYPE**

**SECTION C - TEST FOR FILING REQ.**  
1-Y 2-N 3-N DUNS NO.:  
**SECTION E - ESTABLISHMENT INFO.**  
NAICS: 541110 Office of Lawyers

**SECTION D - EMPLOYMENT DATA**

JOB CATEGORIES	NUMBER OF EMPLOYEES														OVERALL TOTALS		
	Hispanic Or Latino		Race/Ethnicity														
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
Executive/Senior Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
First/Mid-Level Officials and Managers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professionals	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total employment reported in previous EEO-1 report	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**SECTION F - REMARKS**





### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Scarinci Hollenbeck

Address : 1100 Valley Brook Avenue, P.O. Box 790, Lyndhurst, NJ 07071

Telephone NO.: (201) 896-4100

Contact Name: Michael Cifelli

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)       Neither

#### Definitions

##### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

##### Woman Business Enterprise

Woman Business Enterprise means a business which is sole proprietorship, partnership or corporation at least 51% or which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

## Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Scarinci Hollenbeck  
 Address : 1100 Valley Brook Avenue, P.O. Box 790, Lyndhurst, NJ 07071  
 Telephone NO.: (201) 896-4100  
 Contact Name: Michael Cifelli

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned Business (WBE)       Neither

### Definitions

#### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

#### Woman Business Enterprise

Woman Business Enterprise means a business which is sole proprietorship, partnership or corporation at least 51% or which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**P.L. 2004, c.57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

P.L. 2004, c.57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-4 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

**"New Jersey Business Registration Requirements"**

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirement of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency."

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
SCARINCI & HOLLENBECK LLC

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
222-865-958/000

SEQUENCE NUMBER:  
0075978

ADDRESS:  
1100 VALLEY BROOK AVE PO BOX 7  
LYNDHURST NJ 07091-079D

ISSUANCE DATE:  
08/23/04

EFFECTIVE DATE:  
01/01/00

FORM-BRC(06-01)

*Jol S. Tully*  
Acting Director

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

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Scarinci Hollenbeck (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Scarinci Hollenbeck (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Scarinci Hollenbeck

Signed *Donald Scarinci* Title: Member

Print Name Donald Scarinci Date: 03/16/11

Subscribed and sworn before me  
This 16 day of March, 2011.  
My Commission expires:

*Helene Rotondo*

*Donald Scarinci*

(Affiant)  
Donald Scarinci, Member  
(Print name & title of affiant) (Corporate Seal)

HELENE ROTONDO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 17, 2011

\*\* Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

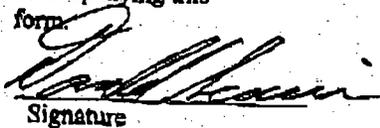
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

Vendor Name:	Scarinci Hollenbeck		
Address:	1100 Valley Brook Avenue, P.O. Box 790		
City:	Lyndhurst	State:	NJ
		Zip:	07071

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.



Signature

Donald Scarinci  
Printed Name

Member  
Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Donald Scarinci	O'Donnell for Assembly 2010	10/13/10	\$750.00
Donald Scarinci	West New York First, Mayor Sal Vega	5/12/10	\$1600.00
Kenneth J. Hollenbeck	West New York First, Mayor Sal Vega	5/12/10	\$1600.00
Donald Scarinci	Tom DeGise Election Fund Inc.	4/14/10	\$500.00
Kenneth J. Hollenbeck	Tom DeGise Election Fund Inc.	4/14/10	\$500.00

Check here if the information is continued on subsequent page(s)



**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Scarinci Hollenbeck <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committees, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).


**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Donald Scarinci	164 Schuyler Road, Allendale, NJ 07401
Kenneth J. Hollenbeck	404 Riverside Dr. # 10S, New York, NY 10027

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Scarinci Hollenbeck

Signed: \_\_\_\_\_

Title: Member

Print Name: Donald Scarinci

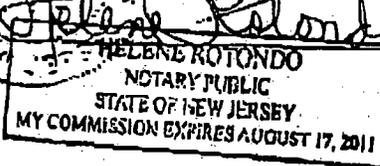
Date: 03/16/11

Subscribed and sworn before me this 16 day of March, 2011.

  
(Affiant)

Donald Scarinci, Member  
(Print name & title of affiant) (Corporate Seal)

My Commission expires:

  
HELENE ROTONDO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES AUGUST 17, 2011

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2010

PRODUCER 732.462.2343 FAX 732.780.8414  
 The Dittmar Agency  
 78 Court Street  
 P.O. Box 1180  
 Freehold, NJ 07728  
 SURED Scarinci & Hollenbeck, LLC  
 1100 Valley Brook Avenue  
 P. O. Box 790  
 Lyndhurst, NJ 07071-0790

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Selective Way Insurance Co.	26301
INSURER B:	One Beacon Insurance Co.	
INSURER C:		
INSURER D:		
INSURER E:		

### OVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	S 1807443	02/01/2010	02/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - CONFP/OP AGG \$ 3,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	S 1807443	02/01/2010	02/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	S 1807443	02/01/2010	02/01/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATE - TOBAC/SMOKE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER Lawyers Professional Liability Coverage	ON BINDER	06/14/2010	06/14/2011	\$10,000,000 Ea. Claim \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

INFORMATION PURPOSES ONLY

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-191

Agenda No. 10.7.8

Approved: MAR 23 2011



TITLE: **RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF NETCHERT, DINEEN & HILLMANN TO REPRESENT POLICE OFFICER MICHAEL GONZALEZ IN THE MATTER OF SAMY GATTAS V. POLICE OFFICER MICHAEL GONZALEZ AND THE CITY OF JERSEY CITY**

WHEREAS, the Municipal Council approved a professional services agreement with the law firm of Netchert, Dineen & Hillman to represent Police Officer Michael Gonzalez in a complaint filed in Federal District Court by Samy Gattas and his spouse Maha Gattas against the City of Jersey City, Police Chief Thomas Comey and Police Officers Michael Gonzalez, John Walsh, Nelson Alamo and William Figueroa alleging wrongful arrest and imprisonment, excessive force and violation of civil rights; and

WHEREAS, because the plaintiffs are seeking to hold the police officers personally liable and because ethical rules governing the representation by municipal attorneys in some cases prohibit the Corporation Counsel from representing the City and individual police officers; and

WHEREAS, the Corporation Counsel has determined that it was necessary to appoint outside counsel to represent Police Officer Michael Gonzalez in this matter; and

WHEREAS, the law firm of Netchert, Dineen and Hillmann, 280 Baldwin Avenue, Jersey City, New Jersey 07306 possesses the skills and expertise to perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of \$125.00 per hour, including expenses, for a total amount not to exceed \$25,000; and

WHEREAS, as a result of the duration and complexity of this matter, additional services are required; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in April, 2010, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, in addition the law firm of Netchert, Dineen and Hillmann have signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: 11-14-298-56-000-856.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The agreement with the law firm of Netchert, Dineen and Hillman to represent Police Officer Michael Gonzalez in the matter of Samy Gattas v. City of Jersey City, et al., be amended by an additional \$50,000 for a total amount of \$75,000.

2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

J.A.  
3/17/11

0 2 0 1 1 0 4 8

City Clerk File No. Res. 11-191

Agenda No. 10.Z.8 MAR 23 2011

**TITLE:**

**RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF NETCHERT, DINEEN & HILLMANN TO REPRESENT POLICE OFFICER MICHAEL GONZALEZ IN THE MATTER OF SAMY GATTAS V. POLICE OFFICER MICHAEL GONZALEZ AND THE CITY OF JERSEY CITY**

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. 11-14-298-56-000-856.

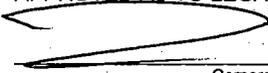
  
Peter Soriero, Risk Manager

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED:  \_\_\_\_\_

Business Administrator

 \_\_\_\_\_

Corporation Counsel

Certification Required

Not Required

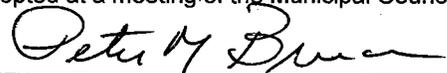
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
											3/23/11
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
Peter M. Brennan, President of Council

  
Robert Byrne, City Clerk



# CITY OF JERSEY CITY

## Office of the Corporation Counsel

280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: (201) 547-4667  
Fax: (201) 547-5230

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

March 17, 2011

Council President and Members of the Municipal Council  
City Hall-280 Grove Street  
Jersey City, NJ 07302

**Re: Resolutions Reauthorizing Agreements with Outside Council**

Dear Council President and Members of the Municipal Council:

Before the City Council are two Resolutions that would reauthorize contracts for outside counsel to continue to represent City officials in two different matters that are currently in litigation. Although neither law firm has exhausted the amount most recently authorized, professional services contracts are required to be reauthorized on an annual basis. N.J.S.A. 40A:11-15

As the Council may recall, the law firm of Scarinci & Hollenbeck has been representing several City officials in the matter of Wilson v. City of Jersey City, et al., which was filed in 2006. The plaintiff in this case has alleged negligence on the part of certain 911 call takers and police officers with regard to the City's response to a 911 call that incorrectly gave the address of a location where a heinous murder was committed. An update from outside counsel is attached to this letter.

The plaintiff's current demand is \$10 million (plaintiff previously demanded \$15 million). A jury awarded \$4.4 million in a similar matter arising out of a 911 call in Newark (after an appeal, Newark settled for \$1 million.) Although we were successful in having this case dismissed on summary judgment, the Appellate Division reversed that decision as to the individual call takers and the matter was remanded back to Trial Court for trial. In a relatively rare occurrence, the New Jersey Supreme Court has agreed to hear an Appeal of the Appellate Division's decision before the matter is Tried. The City's insurance carrier for the time period during which these events took place, Meadowbrook Insurance Company, offered to pay for outside counsel to represent the City on its Appeal before the New Jersey Supreme Court. We have agreed to allow former Federal District Court Judge Steven Orlofsky, of the Blank Rome Law Firm, to represent the City on this Appeal before the New Jersey Supreme Court at no cost to the City. The City's self-insured retention (deductible) in this matter is \$250,000. This amount has been fully expended and all attorneys' fees at this point are being covered by Meadowbrook. Our insurance coverage is capped at \$5 million dollars for this case.

City of Jersey City  
Office of the Corporation Counsel

The Law Firm of Netchert, Dineen & Hillman were previously authorized to represent a Police Officer Michael Gonzalez in the matter of Gattas v. Gonzalez and Jersey City. Officer Gonzalez is entitled to representation by outside counsel. The Complaint alleges a violation of civil rights due to false arrest. Although outside counsel has billed only \$8,230 of the \$25,000 contracted for (this was originally handled in-house), we are now required to authorize another year long contract. This case is currently in mediation to determine whether a settlement is possible. However, if a settlement is not able to be reached, the case will proceed to trial. Accordingly, we are seeking authorization for an additional \$50,000 for a total amount of \$75,000, which will be funded by the Insurance Fund Commission.

Very truly yours,



**WILLIAM MATSIKLOUDIS**  
**CORPORATION COUNSEL**

WM/igp  
Enclosure

c: Jack Kelly, Business Administrator  
Robert Byrne, City Clerk  
Joanne Monahan, First Assistant Corporation Counsel  
Thomas Fodice, Assistant Corporation Counsel  
Michael Dougherty, Assistant Corporation Counsel  
Peter Soriero, Risk Manager

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Netchert Dineen + Hillmann (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding March 16, 2011 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Netchert Dineen Hillmann (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Netchert Dineen + Hillmann, Esqs

Signed: John R. Dineen Title: PARTNER

Print Name: John R. Dineen Date: 3-16-11

Subscribed and sworn before me  
this 16 day of March, 2011  
My Commission expires:

John R. Dineen  
(Affiant)  
John R. Dineen Partner  
(Print name & title of affiant) (Corporate Seal)

**NOREEN McGEOUGH**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 8/5/2011

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

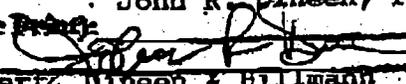
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

John R. Dineen, Partner  
Representative's Name/Title Print: \_\_\_\_\_  
Representative's Signature:   
Name of Company: Netchert, Dineen & Hillmann  
Tel. No.: \_\_\_\_\_ Date: March 21, 2011  
(201) 784-1046 ClBster  
(201) 656-3000 Jersey City

03/18/2011 15:08 201-784-0236  
03/16/2011 14:38 2016581518  
03/15/2011 11:34 201-784-0236  
03/14/2011 11:04 201-547-5238

Netchert, Dineen  
RECEIVED FROM: NETCHERT, DINEEN  
Netchert, Dineen  
LAW DEPT

#2399 P. 004/025  
#2311 P. 001/020

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-36 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): JOHN R. DINEEN, PARTNER

Representative's Signature: \_\_\_\_\_

Name of Company: Netchert, Dineen & Hillmann, Esos

Tel. No.: 201-784-1011 ext 316-11

201-784-0236  
201-784-0236

03/16/2011 09:55  
03/15/2011 11:34  
03/18/2011 14:38

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#2387-019





03/18/2011 15:13 201-784-0236

Netchert, Dineen

#2399 P.022/025

03/18/2011 14:39 2018581518

Netchert, Dineen

#2311 P.012/020

03/15/2011 11:35 201-784-0236

LAW DEPT

03/14/2011 11:04 201-547-5230

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Netchert, Dineen & Hillmann ESOS  
Address: 284 Harrington Avenue Closter NJ 07024  
280 Ballwin Avenue Jersey City, NJ 07310  
Telephone No.: 201-784-1046 + 201-656-3000  
Contact Name: JOHN R. DINEEN

Please check applicable category:

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaska native, defined as follows:

- African American:** a person having origin in any of the black racial groups of Africa
- Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish descent or origin regardless of race.
- Asian:** a person having origin in any of the original peoples of the Far East, South East Asia, Burma subcontinent, Hawaii or the Pacific Islands.
- American Indian or Alaska Native:** a person having origin in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**OFFICE OF EQUAL OPPORTUNITY COPY**

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2018581518  
201-784-0236

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03/15/2011 11:35  
03/16/2011 14:39

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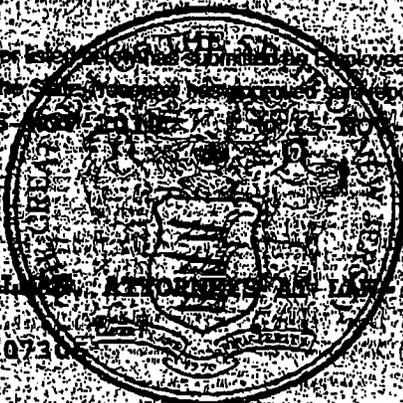
#2348-012  
#3881-012  
#2397-024

Certification 22121

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval shall remain in effect for the period of 12/31/2011 to 12/31/2017.



NETCHERT, DINEEN & HILLMAN, ATTORNEYS AT LAW  
280 BALDWIN AVENUE  
JERSEY CITY, NJ 07310

Andrew E. Skamni-Ernszt  
State Treasurer

09/23/04

Taxpayer Identification# 223-376-363/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at 609-293-1730.

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TREASURY BUILDING  
TREASURY

TAXPAYER NAME:  
NETCHERT, DINEEN & HILLMAN

TAXPAYER IDENTIFICATION#:  
223-376-363/000

ADDRESS:  
280 BALDWIN AVENUE STE 3  
JERSEY CITY NJ 07310-1315

EFFECTIVE DATE:  
01/01/06

FORM-BRC(08-01)

TRADE NAME:  
NETCHERT, DINEEN & HILLMANN, ESQS.

SEQUENCE NUMBER:  
1090301

ISSUANCE DATE:  
09/23/04

*John E. Tully*  
Acting Director

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

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 11-192

Agenda No. 10.Z.9

Approved: MAR 23 2011



TITLE: **RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, AND DORIA, CERTIFIED PUBLIC ACCOUNTANTS TO CONDUCT THE ANNUAL AUDIT OF FINANCIAL STATEMENTS AND STATE GRANT PROGRAMS FOR TRANSITION YEAR 2010**

**COUNCIL** **offered and moved**  
**adoption of the following resolution :**

**WHEREAS**, pursuant to N.J.S.A. 40A:5-4 et seq., the City is required to perform an annual audit of Financial Statements and Federal and State Grant Programs; and

**WHEREAS**, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the proposal submitted by Donohue, Gironda, and Doria, Certified Public Accountants satisfies the City's requirements; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, the City's Chief Financial Officer has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, Donohue, Gironda, and Doria, Certified Public Accountants has completed and submitted a Business Entity Disclosure Certification which certifies that Donohue, Gironda, and Doria, Certified Public Accountants has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Donohue, Gironda, and Doria, Certified Public Accountants from making any reportable contributions during the term of the contract; and

**WHEREAS**, Donohue, Gironda, and Doria, Certified Public Accountants has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, funds in the amount of \$350,000.00 are available in Account No. 01-201-20-135-312; and

**WHEREAS**, Donohue, Gironda, and Doria, Certified Public Accountants has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

**WHEREAS**, the total contract amount is not to exceed \$350,000; and

**WHEREAS**, the resolution authorizing the award and the agreement itself must be available for public inspection.

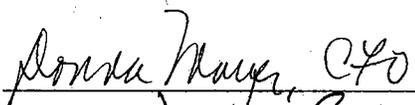
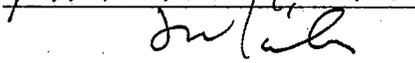
TITLE:

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached with Donohue, Gironda, and Doria, Certified Public Accountants for providing an annual audit of Financial Statements and Federal and State Grant Programs for a contract term of one (1) year commencing on January 1, 2011 and ending on December 31, 2011 for a total contract amount not to exceed \$350,000;
2. The award of this contract shall be subject to the condition that Donohue, Gironda, and Doria, Certified Public Accountants, provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*; and
3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.
5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.

I hereby certify that funds in the amount of \$350,000.00 are available in Account No.: 01-201-20-135-312.

  
 Donna Mauer, Chief Financial Officer

APPROVED:   
 APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

Certification Required   
 Not Required

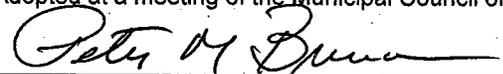
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 3/23/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

  
 Peter M. Brennan, President of Council

  
 Robert Byrne, City Clerk

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation:**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Donohue, Gironda & Doria (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding March 21, 2011 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Donohue, Gironda & Doria (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Donohue, Gironda & Doria

Signed Matthew A. Donohue Title: Partner

Print Name: Matthew A. Donohue Date: March 21, 2011

Subscribed and sworn before me  
this 21<sup>st</sup> day of MARK 2011.  
My Commission expires:

Mary S. Hatfield  
(Attorn)

(Print name & title of MARY S. HATFIELD  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JUNE 24, 2012)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the Donohue, Gironda & Doria has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Committee to Elect Willie Flood	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

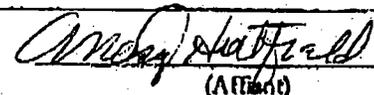
- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Matthew A. Donohue	14 Bernice Road, North Arlington, NJ 07031
Robert A. Gironda	8 Bloomfield Ave., Edison, NJ 08837
Robert G. Doria	13 West 13th St., Bayonne, NJ 07002
Frederick J. Tomkins	675 Raritan Rd., Unit 11, Clark, NJ 07066

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Donohue, Gironda & Doria  
 Signed: Matthew A. Donohue Title: Partner  
 Print Name: Matthew A. Donohue Date: March 21, 2011

Subscribed and sworn before me this <u>21<sup>st</sup></u> day of <u>March</u> , 2011  My Commission expires: _____ MARY S. MATFIELD NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JUNE 24, 2012	 (Affiant)  (Print name of Notary Public of New Jersey) MARY S. MATFIELD NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JUNE 24, 2012
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DONOHUE, GIRONDA & DORIA, CPA's  
C. 271 POLITICAL CONTRIBUTIONS DISCLOSURE FORM  
REQUIRED PURSUANT TO N.J.S.A. 19:44A-20.26  
PART II CONTRIBUTION DISCLOSURE

CONTRIBUTOR NAME	RECIPIENT NAME	DATE	DOLLAR AMOUNT
MATTHEW A. DONOHUE	TEAM BAYONNE 2010	4/8/2010	100.00
ROBERT A. GIRONDA	TEAM BAYONNE 2010	4/8/2010	100.00
ROBERT G. DORIA	TEAM BAYONNE 2010	4/8/2010	100.00
FREDERICK J. TOMKINS	TEAM BAYONNE 2010	4/8/2010	100.00
MATTHEW A. DONOHUE	TEAM BAYONNE 2010	4/19/2010	400.00
ROBERT A. GIRONDA	TEAM BAYONNE 2010	4/19/2010	400.00
ROBERT G. DORIA	TEAM BAYONNE 2010	4/19/2010	400.00
FREDERICK J. TOMKINS	TEAM BAYONNE 2010	4/19/2010	400.00
MATTHEW A. DONOHUE	WEST NEW YORK DEMOCRATIC COMMITTEE	4/19/2010	1250.00
ROBERT A. GIRONDA	WEST NEW YORK DEMOCRATIC COMMITTEE	4/19/2010	1250.00
ROBERT G. DORIA	WEST NEW YORK DEMOCRATIC COMMITTEE	4/19/2010	1250.00
FREDERICK J. TOMKINS	WEST NEW YORK DEMOCRATIC COMMITTEE	4/19/2010	1250.00
MATTHEW A. DONOHUE	MARK SMITH FOR MAYOR 2010	4/20/2010	125.00
ROBERT A. GIRONDA	MARK SMITH FOR MAYOR 2010	4/20/2010	125.00
ROBERT G. DORIA	MARK SMITH FOR MAYOR 2010	4/20/2010	125.00
FREDERICK J. TOMKINS	MARK SMITH FOR MAYOR 2010	4/20/2010	125.00
MATTHEW A. DONOHUE	MARK SMITH FOR MAYOR 2010	4/30/2010	1250.00
ROBERT A. GIRONDA	MARK SMITH FOR MAYOR 2010	4/30/2010	1250.00
ROBERT G. DORIA	MARK SMITH FOR MAYOR 2010	4/30/2010	1250.00
FREDERICK J. TOMKINS	MARK SMITH FOR MAYOR 2010	4/30/2010	1250.00
MATTHEW A. DONOHUE	WEST NEW YORK 2011	9/23/2010	1000.00
ROBERT A. GIRONDA	WEST NEW YORK 2011	9/23/2010	1000.00
ROBERT G. DORIA	WEST NEW YORK 2011	9/23/2010	1000.00
FREDERICK J. TOMKINS	WEST NEW YORK 2011	9/23/2010	1000.00
MATTHEW A. DONOHUE	O'DONNELL FOR ASSEMBLY	10/4/2010	375.00
ROBERT A. GIRONDA	O'DONNELL FOR ASSEMBLY	10/4/2010	375.00
ROBERT G. DORIA	O'DONNELL FOR ASSEMBLY	10/4/2010	375.00
FREDERICK J. TOMKINS	O'DONNELL FOR ASSEMBLY	10/4/2010	375.00
MATTHEW A. DONOHUE	BERGEN COUNTY DEMOCRATIC ORGANIZATION	10/27/2010	625.00
ROBERT A. GIRONDA	BERGEN COUNTY DEMOCRATIC ORGANIZATION	10/27/2010	625.00
ROBERT G. DORIA	BERGEN COUNTY DEMOCRATIC ORGANIZATION	10/27/2010	625.00
FREDERICK J. TOMKINS	BERGEN COUNTY DEMOCRATIC ORGANIZATION	10/27/2010	625.00
MATTHEW A. DONOHUE	TEAM BAYONNE	11/30/10	275.00
ROBERT A. GIRONDA	TEAM BAYONNE	11/30/10	275.00
ROBERT G. DORIA	TEAM BAYONNE	11/30/10	275.00
FREDERICK J. TOMKINS	TEAM BAYONNE	11/30/10	275.00
MATTHEW A. DONOHUE	WEST NEW YORK 2011	1/04/11	1000.00
ROBERT A. GIRONDA	WEST NEW YORK 2011	1/04/11	1000.00
ROBERT G. DORIA	WEST NEW YORK 2011	1/04/11	1000.00
FREDERICK J. TOMKINS	WEST NEW YORK 2011	1/04/11	1000.00
MATTHEW A. DONOHUE	MARK SMITH FOR MAYOR	2/26/2011	625.00
ROBERT A. GIRONDA	MARK SMITH FOR MAYOR	2/26/2011	625.00
ROBERT G. DORIA	MARK SMITH FOR MAYOR	2/26/2011	625.00
FREDERICK J. TOMKINS	MARK SMITH FOR MAYOR	2/26/2011	625.00
MATTHEW A. DONOHUE	WEST NEW YORK DEMOCRATIC COMMITTEE	3/10/2011	750.00
ROBERT A. GIRONDA	WEST NEW YORK DEMOCRATIC COMMITTEE	3/10/2011	750.00
ROBERT G. DORIA	WEST NEW YORK DEMOCRATIC COMMITTEE	3/10/2011	750.00
FREDERICK J. TOMKINS	WEST NEW YORK DEMOCRATIC COMMITTEE	3/10/2011	750.00
MATTHEW A. DONOHUE	UNION CITY FIRST, INC	3/10/2011	1500.00
ROBERT A. GIRONDA	UNION CITY FIRST, INC	3/10/2011	1500.00
ROBERT G. DORIA	UNION CITY FIRST, INC	3/10/2011	1500.00
FREDERICK J. TOMKINS	UNION CITY FIRST, INC	3/10/2011	1500.00

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES 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 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the 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 union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

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, 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 targeted 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, 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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): \_\_\_\_\_  
Matthew A. Donohue, Partner

Representative's Signature: Matthew A. Donohue

Name of Company: Donohue, Gironda & Doris

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Matthew A. Donohue, Partner  
Representative's Signature: *Matthew A. Donohue*  
Name of Company: Donohue, Gironde & Doria  
Tel. No.: 201-437-9000 Date: March 21, 2011

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Donohue, Gironda & Doria  
Address : 310 Broadway, Bayonne, NJ 07002  
Telephone No. : 201-437-9000  
Contact Name : Matthew A. Donohue, Partner

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBB)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Donohue, Gironda & Doria

Address : 310 Broadway, Bayonne, NJ 07002

Telephone No. : 201-437-9000

Contact Name : Matthew A. Donohue, Partner

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Certification 10001

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 APR 2013 - APR 2013**



**DONOHUE, GIRONDA & DONOHUE**  
**310 BROADWAY**  
**HUDSON**

**NJ 0700**



*Bradley Abelan*

State Treasurer

**STATE OF NEW JERSEY**  
**BUSINESS REGISTRATION CERTIFICATE**  
**FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS**

**TAXPAYER NAME:** DONOHUE, GIKANDA & DORIA, CPA  
**TAXPAYER IDENTIFICATION#:** [REDACTED]

**ADDRESS:** 308-310 BROADWAY  
 BAYONNE, NJ 07002

**EFFECTIVE DATE:** 07/01/79

**ISSUANCE DATE:** 03/23/04

**SEQUENCE NUMBER:** 0952874

**TRADE NAME:**

*J.P. S. Kelly*  
 Act. Director

**DEPARTMENT OF TREASURY**  
**DIVISION OF REVENUE**  
 PO BOX 212  
 TRENTON, NJ 08646-0212

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

FORM-BRC(08-01)