

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

City Clerk File No. Res. 11-194

Agenda No. 10.A

Approved: APR 13 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 \$323,477,800.

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
UEZ Small Business Development Center at NJCU	0	125,000.00
UEZ Jersey City Police Officers	0	1,649,101.00
UEZ Rising Tide Capital	0	125,000.00
Senior Nutrition Grant	0	1,334,570.00
CSBG Special Initiatives	0	310,000.00
CSBG Non-Discretionary	0	407,637.00
HCOS Friends of Loews	0	180,000.00
Learn to Swim Grant	0	120,000.00
Comprehensive Traffic Safety Program Grant	0	36,000.00
TOTAL		4,287,308.00

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

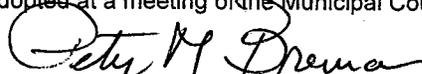
APPROVED **8-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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. 11-195

Agenda No. 10.B

Approved: APR 13 2011

TITLE:



RESOLUTION PROVIDING FOR THE FINANCING OF A SPECIAL EMERGENCY APPROPRIATION OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY BY THE ISSUANCE OF SPECIAL EMERGENCY NOTES OF THE CITY

BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore finally adopted, on April 13, 2011, an ordinance entitled: "AN ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$3,150,000 FOR THE PREPARATION AND EXECUTION OF A COMPLETE PROGRAM OF REVALUATION OF REAL PROPERTY FOR THE USE OF THE LOCAL ASSESSOR OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY" (the "Ordinance"), for the purpose of appropriating the sum of \$3,150,000 as a special emergency appropriation pursuant to N.J.S.A. 40A:4-53(b).

SECTION 2. The City hereby determines to finance the special emergency appropriation referred to in Section 1 herein by the issuance of Special Emergency Notes of the City, which may be renewed from time to time, as provided by law. Special Emergency Notes of the City are hereby authorized to be issued in the principal amount of \$3,150,000 pursuant to the Local Budget Law. At least 1/5 of all such Special Emergency Notes, and the renewals thereof, shall mature and be paid in each year, so that all such Special Emergency Notes shall have matured and have been paid not later than the last day of the fifth year following the date of adoption of this resolution.

SECTION 3. All Special Emergency Notes issued hereunder shall mature at such times as may be determined by the chief financial officer, subject to the limitations set forth in Section 2 hereof. The chief financial officer shall determine all matters in connection with Special Emergency Notes issued pursuant to this resolution, and the chief financial officer's signature upon the Special Emergency Notes shall be conclusive evidence as to all such determinations. All Special Emergency Notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:4-55(b). The chief financial officer is hereby authorized to sell part or all of the Special Emergency Notes from time to time, at no less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Special Emergency Notes pursuant to this resolution is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Special Emergency Notes sold, the price obtained and the name of the purchaser, and such report shall be entered in full on the minutes of such meeting.

SECTION 4. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the Special Emergency Notes authorized by the Ordinance and hereunder. The Special Emergency Notes shall be direct, unlimited obligations of the City. The powers and obligations of the City to pay any Special Emergency Note issued pursuant to this resolution and the Local Budget Law shall be unlimited and the City shall have the power and be obligated to levy ad valorem taxes upon all taxable property within the City for the payment of such Special Emergency Notes and interest thereon, without limitation of rate or amount.

TITLE:

SECTION 5. All Special Emergency Notes issued pursuant to this resolution shall be executed by the Chief Financial Officer and the Mayor of the City, and shall be under the seal of the City and attested by the City Clerk. Such officers are hereby authorized to execute and deliver all documents necessary or convenient in connection with the issuance, sale and delivery of the Special Emergency Notes.

SECTION 6. The City reasonably expects to commence the purpose described in the ordinance referred to in Section 1 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of Special Emergency Notes hereunder. To the extent such costs are advanced, the City further reasonably expects to reimburse such expenditures from the proceeds of the Special Emergency Notes authorized in Section 2 hereof.

SECTION 7. A copy of this resolution as adopted shall be filed with the Director of Local Government Services in the Department of Community Affairs, State of New Jersey.

SECTION 8. This resolution shall take effect immediately.

APPROVED: *Ronnie Mayer, CFO*
 APPROVED: *[Signature]*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 6-3

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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. 11-196

Agenda No. 10.C

Approved: APR 13 2011

TITLE:



RESOLUTION APPLAUDING THE BENEVOLENT EFFORTS OF WANDA RIOS, DAISY VILLAFANE, WILMA RENTAS, RAMONITA CEPEDA, MIRIAM PROSPER, CARMEN NEGRON, SONIA ARAUJO, EDIS SANCHEZ, LISSETTE ALVARADO, MEMBERS OF THE SHOOTING STARS

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

WHEREAS. The Shooting Stars is a nonprofit community-based team which consists of nine local women whose personal experience with cancer and its devastation has lead to their work in conjunction with the American Cancer Society (ACS) to help eradicate cancer and to help relieve the financial and emotional burdens that so many cancer victims, their families and cancer survivors face during remission and treatment; and

WHEREAS. The Shooting Stars' mission is accomplished by raising funds on behalf of ACS as well as for their "One of Our Own" program. Over the years, the organization has sponsored many fundraising events including bar bingos, dances, cupcakes sales, softball tournaments and donated funds to individuals who were battling cancer in our community; and

WHEREAS. The Shooting Stars hosted their 5th Annual Relay for Life/American Cancer Society Bar Bingo on March 20, 2011 at the White Star Bar in Jersey City in honor of Cathy Roman; and

WHEREAS. The Shooting Stars will host their 6th Annual Relay for Life/American Cancer Society Bar Bingo on April 3, 2011 at Latin Lounge Sports Bar in Jersey City in honor of Jackie Trinidad.

NOW. THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud the benevolent efforts of Wanda Rios, Daisy Villafane, Wilma Rentas, Ramonita Cepeda, Miriam Prosper, Carmen Negron, Sonia Araujo, Edis Sanchez, Lissette Alvarado, members of The Shooting Stars.

G:\WPDOCS\TOLONDA\RESOS\COMMENDING\The Shooting Stars.frm

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required

Not Required

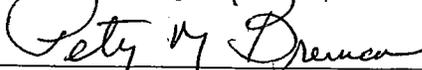
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/13/11											
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. 11-197

Agenda No. _____ 10.D

Approved: _____ APR 13 2011

TITLE:



Proclaiming
October 25 – October 27, 2011 as
“Cares Enough to Wear Pink Days”

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

Whereas, Guardians of the Ribbon - Northern New Jersey Chapter is a New Jersey non-profit organization consisting of firefighters, police officers, EMS workers, community leaders and concerned citizens whose sole purpose is raising awareness for the fight against cancer; and

Whereas, in September 2007 the “Pink Heals Tour” began, encouraging public safety professionals, local leaders and citizens throughout the community to wear pink in honor of all women and to join forces to help them in their fight against cancer; and

Whereas, the spirit of this campaign is to fight for those who have lost the ability to fight for themselves; asking for public support and raising understanding and awareness to all citizens; and

Whereas, anything is possible when good people devote themselves to a cause that does so much good and benefits so many; and

Whereas, the “Cares Enough to Wear Pink” campaign honors all women and recognizes the need to come together as a collective group and help with the fight against cancer, reminding future generations that people who are not affected by an illness can come together for those who are.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby proclaim October 25 – October 27, 2011 as **Cares Enough to Wear Pink Days**.

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											
4/13/11											
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. 11-198

Agenda No. 10.E

Approved: APR 13 2011



TITLE:

RESOLUTION HONORING KATHLEEN MCGUIRL ON THE OCCASION OF HER RETIREMENT

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

Whereas, Kathleen McGuirl, was born on April 22, 1948 in Jersey City to Marie Howard and John McGuirl. Kathleen has a sister, Patricia and a brother, P.O. John McGuirl, now deceased, who worked with the Jersey City Police Department Emergency Service Unit for 25 years; and

Whereas, Kathleen McGuirl attended Public School No. 9 and graduated with the class of 1967 from Lincoln High School; and

Whereas, Kathleen McGuirl commenced her employment with the City of Jersey City as a Clerk in the Department of Human Resources on April 28, 1972; and

Whereas Kathleen McGuirl's skills earned her the respect and admiration of her co-workers and superiors as she advanced in various positions of government service. On June 10, 1974, Kathleen transferred to the Division of Purchasing where she excelled and held various positions of increasing responsibilities; and

Whereas, Ms. McGuirl enjoys Broadway shows, Atlantic City, Las Vegas and explores the world with the Wally Rabner Travel Club; and

Whereas, Kathleen McGuirl retired on November 1, 2010, after 38 years and 6 months of dedicated service to the City of Jersey City. Ms. McGuirl is loved and admired by her co-workers and friends in the City of Jersey City and will be missed.

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City joins her co-workers and friends and wishes Kathleen McGuirl many years of health and happiness in her retirement.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

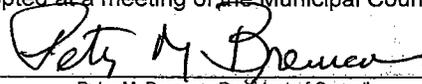
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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	✓		

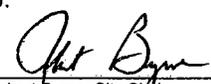
✓ Indicates Vote

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. 11-199

Agenda No. 10.F

Approved: APR 13 2011

TITLE:



Resolution Honoring The 2011 Women of Action

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

Whereas, throughout our history, the women of Jersey City have often been the ones to take action first, fighting to defend a better quality of life for their families, friends and neighbors in spite of the many barriers and hardships placed before them; and

Whereas, in recognition of the numerous contributions to the social, religious, economic, political and human development of the people of Jersey City, it is fitting and proper that we honor the heroine like qualities of the women amongst us who have taken numerous selfless actions for the benefit of others; and

Whereas, every year, as part of women's history month, each member of the Jersey City Municipal Council honors three women of action. This year, the annual Women of Action Awards ceremony will be held on Thursday, March 24, 2011; and

Now, Therefore, Be It Resolved, that the Municipal Council of the City of Jersey City does hereby extend our recognition and greatest sense of appreciation to the following women for their caring, concern and involved commitment to the people of the City of Jersey City and declare them the 2011 Women of Action.

Lenora J. Brown
Willie Flood
Desire Marte
Willie Mae Cobbs
Sister Ghada Abdel-Halim
Frances O. Thompson
Nancy Caamaño
Hon. Judge Anna Moreira
Judith Moss

Mrs. Juanita Dodd
Sonia Marte Dublin
Lori Hennessey
Helen Castillo
Luz Guzman
Dawn Niles
Suzanne Loutfy
Mona Mikhail
Kiral Patel

Amy Degise
Diane Lynch
Michelle Loughlin
Cara Birnbaum
Jan Nordland
Leda Duif Shumbris
Susan Curry
Gloria Gipson
Jennifer Whitney Dogan

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											
4/13/11											
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. Brehnan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-200

Agenda No. 10.G

Approved: APR 13 2011

TITLE:



RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (PANYNJ) ON BEHALF OF THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY GRANT PROGRAM

WHEREAS, in July 2009, the United States Department of Homeland Security (DHS) awarded a fiscal year 2009 Port Security Grant to the PANYNJ (PSG Grant) for the Port Authority of New York and New Jersey area and wishes to award the Jersey City Office of Emergency Management and Homeland Security \$514,737.00; and

WHEREAS, under the grant guidelines those funds will support the Jersey City Police Department's Emergency Services Unit with specialized diving equipment; and

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Jersey City Office of Emergency Management and Homeland Security are hereby authorized to execute a contract with the Port Authority of New York and New Jersey.

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											
				4/13/11							
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



THE PORT AUTHORITY OF NY & NJ

July 13, 2010

Brian P. Lacey
Director, Office of Emergency Management

P.O. Michael McCormack
Jersey City Police Dept.
Special Ops/River Operations
575 St. Rt 440
Jersey City, NJ 07305

RE: Award No: 2009-PU-T9-K019 (FY09 Port Security Grant Program, Port of New York/New Jersey) REVISION

Dear Officer McCormack,

Attached please find a revised Subgrant Agreement that now includes the "In-kind Contribution" in place of the "Cash Match"

In Project Title	Project Cost	In-kind Contribution	Grant Request
ROV/DIVE Rescue Equipment	\$514,737	\$128,684	\$386,053

As described in the Subgrant Agreement, each "Reimbursement Request" will be reduced by 25% until the "Supporting Documentation" for in-kind contribution is received and approved by PANYNJ. Upon approval of the "Supporting Documentation" for the in-kind contribution, a dollar amount equal to the in-kind contribution will be reimbursed to the Subgrantee up to 75% of the Project Cost.

If your organization wishes to accept the award, a duly authorized official must sign both copies of the enclosed Subgrantee Agreement, Assurances – Non-Construction and the Certification Regarding Lobbying on behalf of your organization, and return both of them to my office for signing by the Port Authority on behalf of the United States Department of Homeland Security, Federal Emergency Management Agency. A fully executed original will then be returned to you.

Please return the signed agreements and direct all questions concerning this award to Charles Agro, Manager, Logistics and Resources at 201-595-4690.

Sincerely,

Brian P. Lacey
Director, Office of Emergency Management

241 Erie Street, Room 202
Jersey City, NJ 07310
T: 201 595 4674 F: 201 595 4677

blacey@panynj.gov

SUBGRANTEE AGREEMENT
between
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
and
JERSEY CITY POLICE DEPARTMENT

DHS Award Number 2009-PU-T9-K019
CFDA 97.056

This Subgrant Agreement (Agreement) is between The Port Authority of New York and New Jersey (PANYNJ), a municipal corporate instrumentality and political subdivision of the States of New York and New Jersey, with offices located at 225 Park Avenue South, New York, New York 10003, and the Jersey City Police Department, (Subgrantee), acting on behalf of the City of Jersey City, New Jersey, with offices located at 280 Grove St, Jersey City, NJ 07302, (collectively, the Parties).

WHEREAS, in July 2009, the United States Department of Homeland Security (DHS) awarded a fiscal year 2009 Port Security Grant to the PANYNJ (PSGP Grant) for the Port of New York and New Jersey area; and

WHEREAS, DHS and the PANYNJ entered into a Cooperative Agreement whereby PANYNJ agreed to, among other things, act as DHS's Fiduciary Agent to administer and coordinate the PSGP Grant; and

WHEREAS, the Subgrantee submitted a funding request (Investment Justification) to the PANYNJ, through the Port of New York and New Jersey Area Maritime Security Committee (AMSC), for a PSGP Subgrant for the Project described in the Investment Justifications (Project); and

WHEREAS, the Project was approved for funding by AMSC in November 2009, and by DHS in May 2010.

NOW THEREFORE, the Parties agree as follows:

1. Subgrant and Cash Match Requirement

The total Project Amount (Project Cost or Costs) set forth in the Investment Justification and Project Budget attached to this Agreement collectively as Attachment A is \$514,737. The PANYNJ, for and on behalf of the DHS, hereby offers and agrees to reimburse Subgrantee up to seventy-five percent (75%) of the allowable Project Cost as approved by the DHS. In no event shall the amount to be reimbursed to the Subgrantee exceed the lower of \$386,053 or seventy-five (75%) percent of the allowable Project Costs. Subgrantee hereby agrees to provide and FEMA has approved an in-kind contribution equal to twenty-five percent (25%) of the allowable Project Costs, which is estimated to be \$128,684 to satisfy the Cash Match Requirement. The in-

kind contribution will be completed through non-compensated (FEMA-approved course) training hours of Jersey City Police Department's Dive Team personnel.

The approved Project and associated Project Costs are as follows:

Project Title	Project Cost	In-kind Cash Match	Grant Request
ROV/DIVE Rescue Equipment	\$514,737	\$128,684	\$386,053

2. Effective Date, Term and Modifications to this Agreement

This Agreement will be in effect on the latest date of execution hereof by the Parties and shall terminate on May 31, 2012, unless extended. Any extension or modification of this Agreement must be made in writing and duly executed by both Parties, and is subject to approval by DHS.

All Project changes, including changes to the funding implementation plan, and allocation for management and administration, shall require the approval of the PANYNJ, which will seek approval from AMSC, Captain of the Port (COTP) and DHS, where required.

The Subgrantee agrees that if the Project is not completed and operating within sixty (60) days of the execution of this Agreement, Subgrantee will report by letter to the PANYNJ the steps taken to initiate the Project, the reason for delay, and the expected starting date. If the Project is not completed and operating within ninety (90) days of the execution of this Agreement, the Subgrantee will submit a second statement to the PANYNJ explaining the further delay.

3. Termination

PANYNJ may, at its sole discretion, terminate this Agreement if Subgrantee has failed to adhere to the terms, conditions, obligations and requirements of this Agreement. Subject to DHS approval, PANYNJ will provide Subgrantee sixty (60) days to cure the terms, conditions, obligations or requirements that the PANYNJ claims the Subgrantee has failed to adhere to.

If for any reason the federal government terminates its appropriation to PANYNJ for the PSGP Grant or fails to pay the full amount of the allocation for the operation of the PSGP Grant, this Agreement may be terminated or reduced at the discretion of PANYNJ. However, reduction or termination of this Agreement shall not apply to allowable Project Costs already incurred by the Subgrantee where PSGP Grant funds are available to PANYNJ for payment of such costs.

4. Program Requirements and Subgrantee's obligations

- (A) The Subgrantee hereby agrees to comply with all federal, state and local laws and regulations that apply to the Project and the PSGP Grant.
- (B) The Subgrantee is required to read and conform to all requirements of the Port Security Grant Program Application and Guidance for FY 2009, and hereby certifies that it accepts those requirements as binding. The Port Security Grant

Program Application and Guidance is available from the Subgrantor upon request, or on-line at:

http://www.fema.gov/pdf/government/grant/psgp/fy09_psgp_guidance.pdf

(C) Subgrantee shall comply with and execute, simultaneously with the execution of this Agreement, the following Assurances, Certifications and Special Conditions:

- (i) Assurances for Non-Construction Projects, OMB Standard Form 424B (Attachment B);
- (ii) Certification Regarding Lobbying (Attachment C); and
- (iii) Special Conditions of the PSGP Grant (Attachment D).

5. Request for reimbursement

Reimbursement Request Form: The Subgrantee shall pay for all Project Costs upfront, and submit a request for reimbursement of Allowable Project Costs (as such costs are defined in the FY 2009 Port Security Grant Program Guidance and Application Kit) to the PANYNJ on the Reimbursement Request Form to be provided by the PANYNJ to the Subgrantee for this purpose. Each Reimbursement Request Form must be signed by an official of the Subgrantee with authority to bind the Subgrantee.

Supporting Documentation: All reimbursement requests must include supporting documentation that provides detailed itemization of all expenditures incurred, including purchase orders, vendor contracts, invoices, proof of payment and any other supporting documentation requested by PANYNJ or DHS. Proof of payment includes cancelled checks, wire transfers, electronic payments and/or bank debit advice. In the case of the in-kind cash match contribution, the supporting documentation must include the following information:

- A. Name of Training Course
- B. Date of Training Course
- C. Start Time
- D. End Time
- E. Officer's name and shield number
- F. Hourly rate of compensation

Schedule of reimbursement requests: The Reimbursement Request Form and Supporting Documentation must be transmitted to the PANYNJ on a quarterly basis, no later than ten (10) business days following the end of each quarter, at the following address:

The Port Authority of New York and New Jersey
Attn: PSGP Fiduciary Agent
c/o Port Security Grant Manager
241 Erie Street, Room 202

Upon receipt of the Reimbursement Request Form(s) duly completed and signed, PANYNJ shall process such request(s) and issue payment to the Subgrantee within thirty (30) days after receipt of PSGP Grant funds from DHS for the Project. Reimbursements shall be made to Subgrantee via Automated Check Handling (ACH) or wire transfer. The PANYNJ will hold an amount equal to twenty-five percent (25%) of the allowable Project Cost, as the Cash Match amount until the supporting documentation for in-kind contribution is received and approved by PANYNJ. Upon approval of the in-kind contribution a dollar amount equal to the in-kind contribution will be reimbursed to the Subgrantee.

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- (B) **Use of Equipment:** The Subgrantee shall provide the Equipment's serial and model number(s) to the PANYNJ and shall properly track and account for the Equipment until such time as the Equipment is disposed of. The Equipment may only be used by the Subgrantee for the purposes described in the Investment Justification (Attachment A), whether or not the Project continues to be supported with federal funds.
- (C) **Maintenance Plan for the Equipment:** The Subgrantee shall store, operate, repair, maintain and insure the Equipment adequately during its useful life or earlier disposition, at its sole cost and expense. Costs for the previously mentioned activities are not Allowable Project Costs and therefore they are not eligible for reimbursement.
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- (C) **Fringe Benefits.** Certain employers' contributions under the Federal Insurance Contributions Act, and the Workers' Compensation and Unemployment Compensation may be allowable.
- (D) **Dual Compensation not allowed.** Employees may not receive compensation from their organizations, units or agencies of government AND from the Subgrant for the same time period, although such work may benefit both activities.
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Except for reimbursement requests pursuant to Section 5, all notices or other communications between the Parties shall be transmitted:

- (A) by electronic mail; and
(B) by first-class mail, hand-delivery or reputable express courier,

if to the Port Authority, at the address noted below or such other address(es) as the Port Authority may designate for itself in writing from time to time.

The Port Authority of New York and New Jersey
Office of Emergency Management
Attention: Brian Lacey, Director
241 Erie Street, Room 202
Jersey City, NJ 07310
blacey@panynj.gov

and if to the Subgrantee, to the **Authorizing Official** of the Subgrantee set forth in **section I.B. of the Investment Justification**, or such other address(es) as the Subgrantee may designate for itself in writing from time to time.

12. Insurance

The Subgrantee shall be responsible for maintaining the necessary and prudent property and liability insurance in force for the life of but independent of this Agreement. Such coverage shall include, but not be limited to coverage for premise-operations and products-completed

operations, independent contractors coverage with contractual liability language covering the obligations of the Subgrantee under this Agreement with coverage extended to include any warranty or guarantee period, along with intellectual property coverage where needed. The Subgrantee may, in whole or in part, substitute insurance coverage with a funded self-insurance program as if an insurance policy is in effect. Further, it is the Subgrantee's responsibility to maintain and ensure that the type and limits of coverage are accurate and sufficient to cover any and all claims under this Agreement.

The Subgrantee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Service Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Subgrantee's operations hereunder.

13. No Personal Liability

Neither the Commissioners of PANYNJ nor any of them, nor any officer, agent or employee thereof, shall be charged personally with any liability, or held personally liable under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

14. Disadvantaged Business Enterprises

Subgrantee assures PANYNJ that it will make every good faith effort to provide for meaningful participation by Disadvantaged Business Enterprises (DBEs) in all subcontracting opportunities associated with this Agreement and the Project, including purchase of equipment, supplies and labor services. The following are illustrative of good faith efforts:

- (A) Dividing the services and materials to be procured into small portions, where feasible.
- (B) Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such DBEs as may be appropriate.
- (C) Soliciting services and materials, to be procured, from the Directory of DBEs. The New York State Unified Certification Program (UCP) directory is available on-line at www.nysucp.net. New Jersey's UCP is available on line at www.njucp.net.
- (D) Ensuring that progress payments are made to DBEs on a timely basis.
- (E) Assisting DBEs in obtaining bonding or insurance where appropriate.

15. Taxes, licenses, certifications, permits and other examination fees and excises

The Subgrantee shall pay all taxes, licenses, certifications, permits and other examination fees and excises which may be assessed on its property or operations relating to the Project and shall make all applications, reports and returns required in connection therewith.

16. Assignment

The Subgrantee shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this Agreement or any part herein, or of its right, title or interest in this Agreement or in any equipment purchased hereunder, or of its authority to execute this Agreement without the previous consent in writing of the PANYNJ and the DHS.

17. Agreement in full

This Subgrant Agreement, including Attachments A, B, C, and D, is the entire agreement of the Parties, the Parties having made the Subgrant Agreement the final and complete expression of their agreement. In the event of a discrepancy between this Agreement and the Program Requirements, the Program Requirements shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

Subgrantor:

The Port Authority of New York and New Jersey

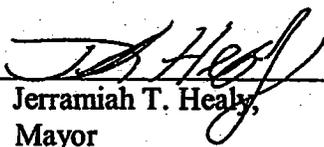
Date: _____

By: Ernesto L. Butcher,
Chief Operating Officer

Sub-Grantee:

Jersey City Police Department

Date: _____

By:  Jerramiah T. Healy,
Mayor

SUBGRANTEE AGREEMENT
between
THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
and
JERSEY CITY POLICE DEPARTMENT

DHS Award Number 2009-PU-T9-K019
CFDA 97.056

This Subgrant Agreement (Agreement) is between The Port Authority of New York and New Jersey (PANYNJ), a municipal corporate instrumentality and political subdivision of the States of New York and New Jersey, with offices located at 225 Park Avenue South, New York, New York 10003, and the Jersey City Police Department, (Subgrantee), acting on behalf of the City of Jersey City, New Jersey, with offices located at 280 Grove St, Jersey City, NJ 07302, (collectively, the Parties).

WHEREAS, in July 2009, the United States Department of Homeland Security (DHS) awarded a fiscal year 2009 Port Security Grant to the PANYNJ (PSGP Grant) for the Port of New York and New Jersey area; and

WHEREAS, DHS and the PANYNJ entered into a Cooperative Agreement whereby PANYNJ agreed to, among other things, act as DHS's Fiduciary Agent to administer and coordinate the PSGP Grant; and

WHEREAS, the Subgrantee submitted a funding request (Investment Justification) to the PANYNJ, through the Port of New York and New Jersey Area Maritime Security Committee (AMSC), for a PSGP Subgrant for the Project described in the Investment Justifications (Project); and

WHEREAS, the Project was approved for funding by AMSC in November 2009, and by DHS in May 2010.

NOW THEREFORE, the Parties agree as follows:

1. Subgrant and Cash Match Requirement

The total Project Amount (Project Cost or Costs) set forth in the Investment Justification and Project Budget attached to this Agreement collectively as Attachment A is \$514,737. The PANYNJ, for and on behalf of the DHS, hereby offers and agrees to reimburse Subgrantee up to seventy-five percent (75%) of the allowable Project Cost as approved by the DHS. In no event shall the amount to be reimbursed to the Subgrantee exceed the lower of \$386,053 or seventy-five (75%) percent of the allowable Project Costs. Subgrantee hereby agrees to provide and FEMA has approved an in-kind contribution equal to twenty-five percent (25%) of the allowable Project Costs, which is estimated to be \$128,684 to satisfy the Cash Match Requirement. The in-

kind contribution will be completed through non-compensated (FEMA-approved course) training hours of Jersey City Police Department's Dive Team personnel.

The approved Project and associated Project Costs are as follows:

Project Title	Project Cost	Match	Grant Request
ROV/DIVE Rescue Equipment	\$514,737	\$128,684	\$386,053

2. **Effective Date, Term and Modifications to this Agreement**

This Agreement will be in effect on the latest date of execution hereof by the Parties and shall terminate on May 31, 2012, unless extended. Any extension or modification of this Agreement must be made in writing and duly executed by both Parties, and is subject to approval by DHS.

All Project changes, including changes to the funding implementation plan, and allocation for management and administration, shall require the approval of the PANYNJ, which will seek approval from AMSC, Captain of the Port (COTP) and DHS, where required.

The Subgrantee agrees that if the Project is not completed and operating within sixty (60) days of the execution of this Agreement, Subgrantee will report by letter to the PANYNJ the steps taken to initiate the Project, the reason for delay, and the expected starting date. If the Project is not completed and operating within ninety (90) days of the execution of this Agreement, the Subgrantee will submit a second statement to the PANYNJ explaining the further delay.

3. **Termination**

PANYNJ may, at its sole discretion, terminate this Agreement if Subgrantee has failed to adhere to the terms, conditions, obligations and requirements of this Agreement. Subject to DHS approval, PANYNJ will provide Subgrantee sixty (60) days to cure the terms, conditions, obligations or requirements that the PANYNJ claims the Subgrantee has failed to adhere to.

If for any reason the federal government terminates its appropriation to PANYNJ for the PSGP Grant or fails to pay the full amount of the allocation for the operation of the PSGP Grant, this Agreement may be terminated or reduced at the discretion of PANYNJ. However, reduction or termination of this Agreement shall not apply to allowable Project Costs already incurred by the Subgrantee where PSGP Grant funds are available to PANYNJ for payment of such costs.

4. **Program Requirements and Subgrantee's obligations**

- (A) The Subgrantee hereby agrees to comply with all federal, state and local laws and regulations that apply to the Project and the PSGP Grant.
- (B) The Subgrantee is required to read and conform to all requirements of the Port Security Grant Program Application and Guidance for FY 2009, and hereby certifies that it accepts those requirements as binding. The Port Security Grant

Program Application and Guidance is available from the Subgrantor upon request, or on-line at:

http://www.fema.gov/pdf/government/grant/psgp/fy09_psgp_guidance.pdf

- (C) Subgrantee shall comply with and execute, simultaneously with the execution of this Agreement, the following Assurances, Certifications and Special Conditions:
- (i) Assurances for Non-Construction Projects, OMB Standard Form 424B (Attachment B);
 - (ii) Certification Regarding Lobbying (Attachment C); and
 - (iii) Special Conditions of the PSGP Grant (Attachment D).

5. Request for reimbursement

Reimbursement Request Form: The Subgrantee shall pay for all Project Costs upfront, and submit a request for reimbursement of Allowable Project Costs (as such costs are defined in the FY 2009 Port Security Grant Program Guidance and Application Kit) to the PANYNJ on the Reimbursement Request Form to be provided by the PANYNJ to the Subgrantee for this purpose. Each Reimbursement Request Form must be signed by an official of the Subgrantee with authority to bind the Subgrantee.

Supporting Documentation: All reimbursement requests must include supporting documentation that provides detailed itemization of all expenditures incurred, including purchase orders, vendor contracts, invoices, proof of payment and any other supporting documentation requested by PANYNJ or DHS. Proof of payment includes cancelled checks, wire transfers, electronic payments and/or bank debit advice. In the case of the in-kind cash match contribution, the supporting documentation must include the following information:

- A. Name of Training Course
- B. Date of Training Course
- C. Start Time
- D. End Time
- E. Officer's name and shield number
- F. Hourly rate of compensation

Schedule of reimbursement requests: The Reimbursement Request Form and Supporting Documentation must be transmitted to the PANYNJ on a quarterly basis, no later than ten (10) business days following the end of each quarter, at the following address:

The Port Authority of New York and New Jersey
Attn: PSGP Fiduciary Agent
c/o Port Security Grant Manager
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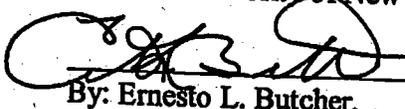
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Subgrantor:

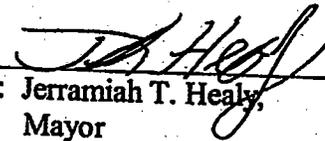
The Port Authority of New York and New Jersey

 Date: 01/13/11

By: Ernesto L. Butcher,
Chief Operating Officer

Sub-Grantee:

Jersey City Police Department

 Date: 9-9-10

By: Jerramiah T. Healy,
Mayor

Attachment A – Investment Justification

**FY 09 Port Security Grant Program
Investment Justification**

Investment Heading	
Port Area	NEW YORK/NEW JERSEY
Applicant	JERSEY CITY POLICE DEPARTMENT
Investment Name	ROV/DIVE RESCUE EQUIPMENT
Investment Amount	\$514,737.00

I. Background.

I.A. Provide a brief abstract for this investment.

Under this investment the Jersey City Police Department's River Operations Dive team seeks to procure specialized equipment necessary for effective response to a wide range of underwater incidents including but not limited to terrorist attacks, catastrophes and natural disasters. With the acquisition of various specialized underwater cutting tools, Remote Operated Vehicles (ROV), underwater rescue devices, and specialized dive gear/equipment this unit will be able to respond efficiently and effectively on a 24/7 basis to any Port wide incident or disaster requiring underwater recovery.

I.B. Provide an overview of the port system in which this investment will take place.

Area of Operations: COTP Zone: New York **Eligible Port:** New York and New Jersey

Captain of the Port New York/New Jersey Zone: The Captain of the Port zone is described in Title 33 CFR 3.05-30. Generally, this includes all of the harbors, bays and rivers within the Port of New York and New Jersey; the New Jersey shoreline north of Long Branch; the southern Long Island shoreline from Rockaway Point to East Rockaway Inlet; the northern Long Island shoreline east to and including the waters of Hempstead Harbor; the waters of Western Long Island Sound; and the Hudson River south of the Federal Lock at Troy, New York. However, the command is also responsible for traditional Coast Guard duties north of that point to the Canadian Border, including most of the waters of Lake Champlain.

The Port of New York/New Jersey is the hub of an intermodal connector network that connects the marine terminals, via road and rail, to key markets throughout the United States and Canada. It is the third largest container port in the United States, the largest on the East Coast, and 19th largest port in the world, and its six container terminals handle approximately 12% of the nation's cargo volume, 59% of the North Atlantic market share, which is valued at over \$166 billion. This represents over \$24.4 billion in economic activity, the support of 229,000 jobs, 18 million people locally and another 80-90 million people in a contiguous 10-state area. There are approximately 559 piers, wharves, and docks in the Port of New York/New Jersey, approximately 300 waterfront facilities of which 197 are regulated facilities, and 150 key assets and critical infrastructure situated on approximately 146 miles of waterway. It is also the largest refined petroleum port with over 1400 ship and barge movements a day, in addition to over 700 ferry transits a day and 360,000 annual vessel movements.

Points of Contact for Organization:

Authorizing Official: Brian O'Reilly, Business Administrator
280 Grove St
Jersey City, NJ 07302
(201) 547-5147

Program Manager: P.O. Michael McCormack
Jersey City Police Dept.
Special Ops/River Operations
575 St. Rt 440
Jersey City, NJ 07305
(201)-705-8536 (cell) (201)-547-5430 (office)
mmccormack@jcnj.org

Ownership or Operation:

All equipment will be utilized and operated by Jersey City Police Dept's Emergency Service Unit/River Operations.

Role in Providing Layered Protection of Regulated Entities:

The Jersey City Police Department Emergency Service Unit/River Ops is a fulltime 24/7 law enforcement operational unit. This unit's newly acquired vessel (2009) is moored in the Port of NY/NJ on the Hudson River just south of Liberty Island on the New Jersey side of the waterway at the U.S. Army Corps of Engineers Facility.

The primary jurisdictional patrol responsibilities include buffer zone protection along the Hudson River NJ side covering the territorial boundaries of Jersey City encompassing many potential terrorist targets. These targets include Ellis Island, Liberty Island and Global Marine Terminal to the south, Gold Coast Financial Center consisting of Goldman Sachs, Lord Abbett Securities and numerous high profile financial institutions, the Hyatt Hotel and Liberty Landing Marina. High volume ferry transportation and residential properties are at the center of the waterfront with the Port Authority NY/NJ Holland Tunnel ventilation system and Newport Marina to the North. To the west of the city is the Hackensack River. Target responsibilities include Lincoln Highway Bridge, Pulasky Skyway, Public Service Hudson Generating Station and Kuhene Chemical (the east coast's largest chlorine facility). The River Operations Unit will provide additional layered security to assist port partners for critical infrastructure protection. We will be working in conjunction with the USCG, NJ State Police Marine Services and NYPD Harbor for patrol/enforcement of buffer zone protection throughout the port as well as participation in the Maritime Secure the Cities initiative.

Nature of Operations:

Jersey City Police River Operations vessel is an Urban Area Security Initiative (UASI) region response watercraft. Along with our Area of Responsibility the unit is responsible for responding to incidents that fall within the waterways of the UASI counties of New Jersey. In addition,

provides law enforcement patrol and emergency response to any waterborne incident throughout the Port of New York/New Jersey.

II. Strategic and Program Priorities

II.A. Describe how the Investment will address one or more of the National Port Security Priorities, and Area Maritime Security Plan or Captain of the Port Priorities (corresponds with PRMP Group 1 and 2).

The Port of New York and New Jersey Area Maritime Security Committee (AMSC) has developed a Port Wide Strategic Risk Management Plan (SRMP) built around the DHS objectives of Awareness, Prevention, Protection, Response and Recovery. The SRMP was reviewed and approved by the National Review Team on October 3, 2008. In accordance with the SRMP, this investment supports the initiatives SRMP (C3-5) Ensure sufficient dive teams, platforms, and equipment; (C3-7) Expand the usage of ROV underwater detection. The 24/7 availability of Jersey City Police Department River Operations Dive Team divers, dive vehicle and vessel will enable this equipment to be deployed upon request should an incident arise.

Additionally, the proposed investment has been reviewed and approved by the COTP or his designee in coordination with the AMSC. This investment is consistent with the approved SRMP and the COTP priorities and meets all criteria for the Port Security Grant Program as identified in the FY09 Grant Guidance.

III. Equipment and Training

III.A. Provide a list below (or in an attached spreadsheet) of all equipment that you will be purchasing along with the corresponding number from the Authorized Equipment List. Provide the Course Name and Approving Agency for all training courses.

AEL Number	Description	Quantity
01WA-05-SUTD	Dry suit for diving operations, contaminated water	(8) Viking HDS 1500 Hazmat Diving Suit with yoke and hardhat collar for Kirby Morgan Ultralite 27 helmet (Suits will have cargo pocket, knife pocket and use the cuff ring system for gloves.)
01WA-06-BAGG	Gear Bag for dry suit and auxiliary equipment	(8) Akona brand roller bag (or comparable substitute)
01WA-05-GLOV	Cuff ring system with dry glove for Viking dry suit for contaminated water operations	(8) Sets
01WA-05-BTES	Boots system for Viking Dry suit for contaminated water operations:	8
01WA-03-UNDR	Viking dry suit undergarment.	8

01WA-06-MAIN	Viking dry suit field repair maintenance kit	All necessary patches, glues, hoses, valves, springs, gaskets, o rings, etc. for field repairs: (1)
01WA-06-FINS	Scuba Pro Turbo H D Fins.	(8pr)
01WA-06-WGHT	400# of asst'd size weights for weight belt and dive harness.	
01WA-02-SAIR and/or 01WA-02-HLMT	Surface supplied air diving system consisting of the following:	(4) Kirby-Morgan Model 27 Helmets with hard wire communication set up
		(8) Omni-Swivel and Kirby-Morgan emergency air bail-out system with quick disconnect hoses
		(2) Kirby-Morgan air control panels with radio communication
		(8) Kirby-Morgan air manifold block assemblies with scuba adapter
		(4) 250' sections of umbilical (tether/air-line/comm) for Kirby-Morgan helmets
		Misc. adapters and hoses for helmet/hard-wire to air compressor set up
06CP-03-ICOM	Intercom system for divers in both hard-wired and/or wireless but a mainly hands-free communication system consisting of:	(6) Interspiro/OTS AGA mask hardwire communication set up
		(6) OTS Wireless Pro Transceiver SSB 2010
03WA-01-LINE	Work line/kermantle	Combination comm line - approx. 1,000 ft.
03WA-01-ULHH	Int'l HID II halogen dive light with charger and case	6) Dive Lights
		(12) Interspiro AGA mask light mount
		(12) UK Int'l C8 eLED lights.

03WA-01-UCUT and/or 03SR-01- TLPN	Misc. mechanical and air hand tools and thermal cutting tools for underwater salvage/recovery/rescue.	
03SR-02-TPHY	Hydraulic power unit and cutting attachments for underwater and marine environment:	Power unit
		Cut off saw
		U/W Chain saw
		U/W Cutter
		Trash Pump
		Coupling sets
		3 sets of 200' hydraulic hoses
		Misc. hoses and maintenance tools and parts
		Training expenses for all underwater tools as per tool manufacturers liability guidelines
03WA-01-BAGL	Scuba heavy duty lift bags:	(6) Subsalve 6000 salvage pontoons with air tanks
		(2) Subsalve flotation pontoons VRS 2000 kit
01WA-02-SAIR	(1) Bauer Surface Supply air compressor with air bottle filling capabilities and cascade air storage system/self powered trailer able unit	
03OE-07-RPVS	(1) Seabotix LBV150 SE ROV with grabber, Blue View/Sonar, Training	
10GE-00-GENR	(1) Onan Micro Quiet 4000 generator for supplying power at remote locations for scene lighting and recharging all underwater battery systems	

03WA-02-BORD	(1) First Alert water rescue mat - provides large stabilizing area for shoreline/ice/mud water rescue and recovery.	
04MD-01-UCAM	Underwater camera for scene and evidence photography	(1) Sealife DC1000 10.1 megapixel Elite kit with digital pro flash
10PE-00-REEL		(2) Akron Brass cord reel with grounded halogen lights Model EC R-10-4500.
03SR-01-SHOR	Misc. fittings, hoses, and regulator lines for lift bag/shoring equipment for the Subsalve System (from above)	

IV.A. Describe how the project offers the highest risk reduction potential at the least cost.

With the acquisition of this equipment and specialized training involved, Jersey City Police/River Operations will be able to provide and respond to disasters and rescue and recovery operations. Through the use of our existing 31ft Safeboat patrol/dive vessel and SCUBA response truck we will be able to deploy our rescue divers with their specialized training in the use of this equipment on a regional response when the situation exist. Our vessel operators have been trained to navigate the waters of our AOR along with the Northern and Southern areas of the Hudson River, Raritan Bay area, Kill Van Kull, Hackensack and Passaic Rivers. The proposed investment offers the highest risk reduction for the least cost as it will employ existing trained police rescue divers and vessel operators on a 24/7 365 basis with specialized equipment for underwater emergencies which will be utilized for deployment to any port-wide emergency in assisting our port partners in a successful conclusion to any event that arises.

V. Funding & Implementation Plan

V.A. Investment Funding Plan.

Budget Detail

A. Personnel. List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Endre Kocsis	Training - 420 hrs. @ 44.32	\$18,614.00
Emilio Ramos	Training - 420 hrs. @ 42.74	\$17,950.00
John Antman	Training - 420 hrs. @ 41.95	\$17,619.00
John Traynor	Training - 420 hrs. @ 41.95	\$17,619.00
Joe Manna	Training - 420 hrs. @ 41.95	\$17,619.00
Joe French	Training - 420 hrs. @ 54.72	\$22,982.00
Christopher LeFante	Training - 420 hrs. @ 38.76	\$16,279.00

Note: Personnel costs are only allowable for direct management and administration of the grant award, i.e., preparation of mandatory post-award reports.

TOTAL \$128,684.00

B. Fringe Benefits. N/A

Total Personnel **\$129,684.00**

C. Travel. Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

<u>Purpose of Travel</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Seabotix ROV Training	San Diego, CA	2 Divers	\$1,500 r/t airfare	\$3,000.00
Seabotix ROV Training	San Diego, CA	2 Divers	\$200.00 X 3 days lodging	\$ 600.00
On Site Training	Jersey City, NJ	10 Divers	\$300.00	\$3,000.00

TOTAL \$6,600.00 (AEL# 21GN-00-TRNG)

D. Equipment.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Viking HDS 1500 Hazmat Diving Suit with yoke and hardhat collar	8 @ \$3,500.00 ea.	\$28,000.00

for Kirby Morgan Ultralite 27 helmet		
Akona brand roller bag	8 @ \$225.00 ea.	\$ 1,800.00
Cuff ring system with dry glove for Viking dry suit	8 sets @ \$375.00	\$ 3,000.00
Boots system for Viking Dry suit	8 @ \$200.00 ea.	\$ 1,600.00
Viking dry suit undergarment.	8 @ \$300.00 ea.	\$ 2,400.00
Viking dry suit field repair maintenance kit	1	\$ 1,500.00
Scuba Pro Turbo H D Fins	8 pairs @ \$112.50	\$ 900.00
400# of asst'd size weights for weight belt and dive harness	1	\$ 300.00
Kirby-Morgan Model 27 Helmets with hard wire communication set up	4 @ \$8,750.00 ea.	\$35,000.00
Omni-Swivel and Kirby-Morgan emergency air bail-out system with quick disconnect hoses	8 @ \$875.00 ea.	\$ 7,000.00
Kirby-Morgan air control panels with radio communication	2 @ \$7,000.00 ea.	\$14,000.00
Kirby-Morgan air manifold block assemblies with scuba adapter	8 @ \$500.00 ea.	\$ 4,000.00
250' sections of umbilical (tether/air-line/comm) for Kirby-Morgan helmets	4 @ \$2,750.00 ea.	\$11,000.00
Misc. adapters and hoses for helmet/hard-wire to air compressor set up	1	\$ 5,000.00
Interspiro/OTS AGA mask hardwire communication set up	6 @ \$3,000.00 ea.	\$18,000.00
OTS Wireless Pro Transceiver SSB 2010	6 @ \$950.00 ea.	\$ 5,700.00
Combination comm line – approx. 1,000 ft.	1	\$2,000.00
Dive Lights	6 @ \$800.00 ea.	\$4,800.00
Interspiro AGA mask light mount	12 @ \$33.33 ea.	\$ 400.00

UK Int'l C8 eLED lights	12 @\$116.67ea.	\$ 1,400.00
Misc. mechanical and air hand tools	1	\$9,400.00
Power Unit	1	\$7,500.00
Cut off saw	1	\$2,400.00
U/W Chain saw	1	\$1,500.00
Trash Pump	1	\$2,800.00
Coupling sets	1	\$ 500.00
200' hydraulic hoses	3 sets @ \$1,333.33	\$ 4,000.00
Misc. hoses and maintenance tools and parts	1	\$ 2,000.00
Subsalve 6000 salvage pontoons with air tanks	6 @\$1,583.33 ea.	\$ 9,500.00
Subslave floatation pontoons VRS 2000 kit	2 @\$4,000.00 ea.	\$ 8,000.00
Bauer Surface Supply air compressor	1	\$83,000.00
Seabotix LBV150 SE ROV	1	\$90,000.00
Onan Micro Quite 4000 Generator	1	\$3,200.00
First Alert water rescue mat	1	\$4,253.00
Sealife DC1000 10.1 megapixel Elite kit with digital pro flash	1	\$950.00
Akron Brass cord reel with Grounded halogen lights model EC R-20-4500	1	\$1,200.00
Misc. fitting, hoses, regulator lines	1	\$1,500.00

Budget Narrative:

The Jersey City Dive Team is respectfully requesting funding for the detailed items listed above:

1) The Viking HDS 1500 Hazmat Diving Suits will be used for contaminated water operations. These suits incorporate a proven cam locking system for the glove area and helmet area to provide optimal protection for the diver. The Akona brand roller bags are gear bags for the dry suits and auxiliary equipment. The cuff ring system, boot system, and undergarments are all designed around the above dry suit for both temperature ratings and durability in contaminated waters. The Heavy Duty fins are designed for the dry suit boot sizing and have one of the industry's strongest strap systems based on the extreme underwater terrain. Weights are a soft

- mesh bag material with lead pellets which can be rinsed free of contaminated water but can be molded into different areas of the dry suit harness;
- 2) The Kirby Morgan Model 27 Helmets along with the hardwired communication to the air control panel and the incorporated emergency air bailout system and all the umbilical hoses and quick disconnect adapters are part of what is used for commercial and military surface supplied diving. This proven and widely used system allows the diver to be fully protected and monitored by surface personal and allows the same diver a level of performance not possible with traditional mouth piece air supplied systems;
 - 3) The AGA mask hardwire comm. System with transceiver and comm. line set up allows the current inventory of AGA masks to be retro-fitted with state of the art communication. This set allows for a quick entry and smaller breathing system for contaminated water diving but is used in emergency situations because of the ease of set up;
 - 4) Dive lights are high intensity halogen and helmet mounting for hands free use along with high output hand held lights which may also be remotely mounted away from the diver;
 - 5) The hydraulic power unit along with the cut-off saw, U/W chainsaw, trash pump, hoses and fittings is a surface supplied gas operated power unit which allows heavy duty rescue/extrication/recovery tools to be used by the diver under the water whether it is used for evidence/victim recovery, improvised explosive device removal, diver rescue, vehicle/evidence salvage, etc.;
 - 6) The flotation pontoon and salvage pontoon systems are heavy duty air filled lifting devices for rescue and recovery of very heavy items especially in the waters surrounding Jersey City and Hudson County where a crane/salvage vessel or ship cannot maneuver or gain access to or where a land based crane cannot reach;
 - 7) The Bauer brand surface supply air compressor is a portable (trailer able) diesel powered unit which not only can refill air bottles with breathable compressed air but can also send the same breathable air to diver(s) via hoses to the above Kirby Morgan and AGA helmet systems for prolonged underwater diving operations, but can also provide air for pneumatic hand tools and to fill salvage pontoons for heavy item lifting from the bottom of the water environs;
 - 8) The Seabotix ROV is a small but powerful and highly maneuverable underwater Remote Operated Vehicle which is a proven design used to locate evidence and even underwater explosive devices based on sonar imaging along with traditional and infrared lighting, a manipulator claw for attachment and small item recovery in toxic liquid areas and small locations where divers cannot either fit or gain initial access to. This unit is used by many military and law enforcement agencies based upon its proven design;
 - 9) The Onan portable generator along with the Akron lights are designed to illuminate remote areas for the divers and to also provide electrical power to recharge portable light and communication systems in remote areas; This unit along with the hydraulic power unit and the air compressor set up will be contained in the one trailer with all auxiliary equipment which can be taken at one time to a dive location and be practically self sufficient;
 - 10) The Sealife U/W camera is used for evidence recovery and site planning for extended operations;
 - 11) The water rescue mat was originally designed for ice rescue but can also be used for diver entry to mucky and muddy shorelines entry and egress.

The waters around Jersey City, Hudson County and the UASI Region have at numerous times in the past included drowning, submerged vehicles, sunken boats, crashed aviation, and VIP searches. All of the above items have been requested to make these tasks possible and to maintain safety of all parties involved.

TOTAL

\$379,453.00

- E. Supplies. N/A
- F. Consultants/Contracts. N/A
- G. Other Costs. N/A
- H. Indirect Costs. N/A

Budget Category

Federal Amount

A. Personnel	\$128,684.00
B. Fringe Benefits	\$ 0.00
C. Travel	\$ 6,600.00
D. Equipment	\$379,453.00
E. Supplies	\$ 0.00
F. Consultants/Contracts	\$ 0.00
G. Other	\$ 0.00
Total Direct Costs	\$514,737.00
H. Indirect Costs	\$ 0.00
* TOTAL PROJECT COSTS	<u>\$514,737.00</u>
Federal Request	<u>\$ 386,053.00</u>
Non-Federal Amount	<u>\$ 128,684.00</u>

Attachment B – Assurances

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE MAYOR
APPLICANT ORGANIZATION CITY OF JERSEY CITY	DATE SUBMITTED 9-9-10

Attachment C – Certification
Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<u>CITY OF JERSEY CITY</u>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <u>JERRAMIAH</u> Middle Name: <u>T.</u>
* Last Name: <u>HEALY</u>	Suffix: <input type="text"/>
* Title: <u>MAYOR</u>	
* SIGNATURE: <u><i>J. Healy</i></u>	* DATE: <u>9/19/10</u>

**Attachment D – Special Conditions
of the PSGP Grant**



AWARD CONTINUATION
SHEET
Cooperative Agreement

PROJECT NUMBER 2009-PU-T9-K019

AWARD DATE 07/17/2009

SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:
 - A. Administrative Requirements
 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations
 - C. Audit Requirements
 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Port Security Grant Program guidance and application kit.
4. The Department of Homeland Security (DHS) has elected to enter into cooperative agreements with FY 2009 Port Security Grant Program (PSGP) funding recipients for projects taking place within port areas identified as Group I or Group II ports within the FY 2009 PSGP Guidance and Application Kit. The nature of the Federal involvement in the execution of this program may include joint conduct of a Group I or Group II project. Other examples of prospective substantial Federal involvement include the following:
 - Collaboration, participation, and/or intervention in any Group I or Group II activity covered by the cooperative agreement;
 - Approval from DHS prior to the selection of a new Group I or Group II project or commencement of the next phase of an approved Group I or Group II project;
 - Authority for DHS to halt a Group I or Group II activity if detailed performance specifications are not met;
 - Authority for DHS to direct or redirect the scope of work of a Group I or Group II project based on new circumstances; and,
 - Authority for DHS to require Group I or Group II award recipients (including Sub recipients) to participate in a port wide risk management planning project.



Department of Homeland Security
FEMA
Grant Programs Directorate

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 3 OF 3

PROJECT NUMBER 2009-PU-T9-K019

AWARD DATE 07/17/2009

SPECIAL CONDITIONS

5. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until a Budget Review is completed and approved by the Grants Management Division (GMD) and an official notice has been issued removing this special condition.
6. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided to and approved by the program office and an official notice has been issued removing this special condition.
7. The grantee is prohibited from obligating, expending or drawing down funds provided through this award until all applicable programmatic documents are provided for and approved by a DHS/FEMA Environmental and Historic Preservation review and an official notice has been issued removing this special condition.
8. Radiological detection equipment must be compliant with applicable national guidelines adopted by the U.S. Department of Homeland Security, including ANSI N323B-2003, ANSI N42.32-2003, ANSI N42.33-2003, and ANSI N42.35-2004.



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:	February 23, 2011

For Office Use Only:
20110223151819120

*for Airbrake
10.17*

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

City Clerk File No. Res. 11-201
 Agenda No. 10.H
 Approved: APR 13 2011
 TITLE:



RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2012 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

COUNCIL
 following resolution.

Offered and moved adoption of the

WHEREAS, the need to enforce and increase awareness in critical areas of Pedestrian Safety, Aggressive Driving, Seatbelt Enforcement, and Driving While Intoxicated is essential to all motorists and pedestrians in Jersey City; and

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

WHEREAS; the Jersey City Police Department has developed a combination of enforcement and education initiatives to increase motorists and pedestrian awareness; and

WHEREAS, the Jersey City Police Department desires to apply for reimbursement grant funding to be utilized for overtime funding during the time period of October 1, 2011 to September 30, 2012; and

WHEREAS, the police overtime will be utilized to implement various enforcement strategies to increase safety and raise awareness to motorist and pedestrians; and

WHEREAS, the New Jersey Department of Law and Public Safety will determine the final grant award for the Jersey City Police Department upon review of Jersey City's application.

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

1. The City of Jersey City is authorized to submit an application to the Department of Law, Division of Highway Traffic Safety, and
2. The funds will be used to reimburse for overtime patrols and purchase commodities to promote education and enforcement for pedestrian safety, aggressive driving, seatbelt enforcement, and driving while intoxicated endeavors.

APPROVED: *Samuel Jefferson* APPROVED AS TO LEGAL FORM
 APPROVED: *[Signature]* Business Administrator Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0
 4/13/11

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

ORDINANCE/RESOLUTION FACT SHEET

Date Submitted to B.A. _____

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 A GRANT APPLICATION TO THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF HIGHWAY TRAFFIC SAFETY FOR THE 2012 JERSEY CITY POLICE DEPARTMENT COMPREHENSIVE TRAFFIC SAFETY PROGRAM

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

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

The New Jersey Division of Highway Traffic Safety intends to award Jersey City Police Department grant 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 work in conjunction with the New Jersey Division of Highway Traffic Safety and coordinate our efforts to promote pedestrian safety and seatbelt protection, and decrease aggressive driving and driving while intoxicated in Jersey City.

5. Anticipated Benefits to the Community:

The anticipated benefits of this program are to increase awareness in safety-related concerns for those walking and driving through the streets of our City. Additional benefits include detecting and enforcing motorists who violate traffic and pedestrian laws.

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.):

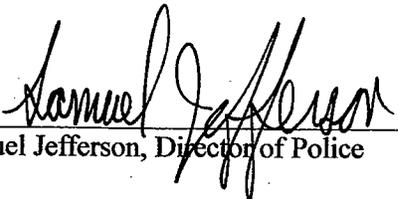
The total cost of the program is unknown at this time.

7. Date Proposed Program or Project will Commence: **October 1, 2011**

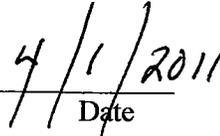
8. Anticipated Completion Date: **September 30, 2012**

9. Person Responsible for Coordinating Proposed Program/Project:

Elyse J Gibbs, Supervising Analyst Grant Applications Program Monitor



Samuel Jefferson, Director of Police



Date

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

City Clerk File No. Res. 11-202
 Agenda No. 10.I
 Approved: APR 13 2011
 TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY POLICE DEPARTMENT TO APPLY FOR FUNDING FROM THE STATE OF NEW JERSEY OFFICE OF THE ATTORNEY GENERAL DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CRIMINAL JUSTICE FY 2011 SAFE AND SECURE COMMUNITIES PROGRAM CONTINUATION FUNDING

COUNCIL
 the following resolution.

Offered and moved adoption of

WHEREAS, the Jersey City Police department desires to apply for continued funding for the FY 2011 Safe and Secure Communities Grant Program in the amount of \$190,926; and

WHEREAS, these grant funds will be used to absorb some of the cost for 8 police officers salaries; and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and the Jersey City Police Department for the purpose described in the grant application; and

WHEREAS, the project requires that the Jersey City Police Department absorb matching cost for all fringe benefits, other related costs, and any project expenses above the grant award and;

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City authorizes the submission of the grant application for the Statewide Safe and Secure Communities Grant Program and;

- (1) As a matter of public policy the Jersey City Police Department wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
- (2) The Attorney General will receive funds on behalf of the applicant.
- (3) The Division of Criminal Justice shall be responsible for the receipt and review of the application for said funds.
- (4) The Division of Criminal Justice shall initiate allocations to the applicant as authorized by law.

APPROVED: *Samuel Jefferson*
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/13/11							
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

Date Submitted _____

ORDINANCE/RESOLUTION FACT SHEET

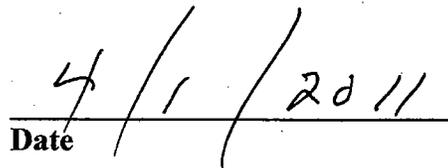
Full Title of Resolution:

Resolution Authorizing The Jersey City Police Department To Apply For Funding From The State Of New Jersey Office Of The Attorney General Department Of Law And Public Safety Division Of Criminal Justice FY 2011 Safe And Secure Communities Program Continuation Funding

1. **Name and Title of Person Initiating the Resolution:** Samuel Jefferson, Director of the Jersey City Police Department
2. **Concise Description of the Proposed Program, Project, or Plan:** Safe and Secure Communities Grant Program provides continuation of funding to the Jersey City Police Department to exclusively pay a portion of eight (8) police officer salaries.
3. **Anticipated Community Benefits or Assessment of Departmental Need:**
Will enhance the level of community policing provided to the residents in the City of Jersey City.
4. **Cost of Proposed Program or Project:**
\$190,926.00
5. **Date Proposed Program or Project will commence:** January 1, 2011
6. **Anticipated Completion Date:** December 31, 2011

I Certify that all the Facts Presented Herein are Accurate.


Department Director Signature


Date

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

City Clerk File No. Res. 11-203

Agenda No. 10.J

Approved: APR 13 2011

TITLE: **RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2012**



COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the New Jersey Department of Community Affairs (DCA) has awarded the City of Jersey City, an initial grant in the amount of \$407,637.00, under the Community Services Block Grant No. 2011-05235-0328; and

WHEREAS, this initial allocation of \$407,637.00 represents a portion of the overall anticipated allocation of approximately \$958,656.00; and

WHEREAS, upon receiving a commitment from the Department of Community Affairs for the balance of the funding anticipated, the Division of Community Development will increase these contracts to reflect the full funding identified on the following page; and

WHEREAS, the operation of the activities proposed in the City of Jersey City's application requires that we subcontract with the agencies listed on the attached page; and

WHEREAS, the City of Jersey City has solicited competitive proposals for the provision of these services; and

WHEREAS, the Department of Community Affairs has approved services proposed by the subgrantees listed on the attached page; and

WHEREAS, this grant will be effective for the period of October 1, 2010 through September 30, 2012.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the Mayor or Business Administrator is hereby authorized to enter into contracts under the Community Services Block Grant Program and to execute amendments and modifications to agreements during the year.

BE IT FURTHER RESOLVED that upon receipt of full funding from the New Jersey Department of Community Affairs, the Mayor or Business Administrator, through its Division of Community Development, may increase contracts to reflect the full funding identified on the following page.

TITLE: RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2012

AGENCY	INITIAL	SECOND	FUNDING LEVEL	P.O. NUMBER	OBJECT CODE
Administration	81,537.00	62,253.00	143,790.00		101
Big Brothers Big Sisters of Essex, Hudson and Union Counties	16,000.00	24,000.00	40,000.00		985
Boys & Girls Club of Hudson County	8,000.00	12,000.00	20,000.00		906
Building an Empire, Inc.	18,800.00	28,200.00	47,000.00		554
Educational Arts Team	24,000.00	36,000.00	60,000.00		978
Fairmount Housing Corporation (JC Youth Squad)	8,000.00	12,000.00	20,000.00		507
Grace Van Vorst Community Services (Breakfast Plus)	8,000.00	12,000.00	20,000.00		816
Grace Van Vorst Community Services (Senior Center)	8,800.00	13,200.00	22,000.00		817
Hogar Crea	16,000.00	24,000.00	40,000.00		815
Hope Center for Visual & Performing Arts	6,400.00	9,600.00	16,000.00		983
Hudson Community Enterprises	8,000.00	12,000.00	20,000.00		961
Jersey City Dept. of Health & Human Services	36,000.00	54,000.00	90,000.00		905
Jersey City Episcopal Community Development Corporation	10,000.00	15,000.00	25,000.00		986
JC Public Library (Literacy Program)	22,000.00	33,000.00	55,000.00		604
Jersey City Tenant Affairs Board (Seniors Program)	6,800.00	10,200.00	17,000.00		987
Jersey City Tenant Affairs Board (Summer Program)	6,000.00	9,000.00	15,000.00		831
Let's Celebrate, Inc.	24,000.00	36,000.00	60,000.00		979
New City Kids	8,000.00	12,000.00	20,000.00		506
Pathways Social Action Corporation (Youth Program)	20,000.00	30,000.00	50,000.00		981
P.A.C.O. (Multi-Service Center)	38,500.00	57,366.00	95,866.00		980
The Sharing Place, Inc.	4,800.00	7,200.00	12,000.00		
Suits for Success, Inc.	18,000.00	27,000.00	45,000.00		512
WomenRising, Inc. (Strong Foundations Program)	10,000.00	15,000.00	25,000.00		924
TOTAL	407,637.00	551,019.00	958,656.00		

I hereby certify that funds in the amount of \$407,637.00 are available in Account No. 02-213-41-102 for this allocation.

Donna Mauer, Chief Financial Officer

APPROVED: Carl Goplich
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Council

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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

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 AUTHORIZING PROGRAM CONTRACTS UNDER THE COMMUNITY SERVICES BLOCK GRANT (CSBG) FOR PROGRAM YEAR OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 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

4/4/11
DATE


SIGNATURE OF DEPARTMENT DIRECTOR

4/4/11
DATE

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

City Clerk File No. Res. 11-204

Agenda No. 10.K

Approved: APR 13 2011



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET, WITH MANILA AVENUE KEPT OPEN, BEGINNING 9:00 A.M. AND ENDING 9:00 P.M. SUNDAY, MAY 29, 2011 AT THE REQUEST OF THE CATHOLIC ACTION FOR MARY FOR THE PURPOSE OF THE 33RD ANNUAL SANTAKRUZAN AND STREET FAIR

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Catholic Action of Mary, St. Mary's Church, to close Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, beginning 9:00 a.m. and ending 9:00 p.m. Sunday, May 29, 2011 for the purpose of the 33rd annual Santakruzan and street fair; 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 Second Street does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(2) and 296-73(D) as the event will begin earlier and end later than what is permitted and the street closure is more than one block; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and 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 BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, beginning 9:00 a.m. and ending 9:00 p.m. Sunday, May 29, 2011.

APPROVED: [Signature]
Director of Traffic and Transportation

APPROVED: [Signature] 3/28/11
Municipal Engineer

APPROVED: [Signature] 3/28/11
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

JDS:pcl
(03.24.11)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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:

A resolution authorizing the closing of a municipal street(s), Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, beginning 9:00 a.m. and ending 9:00 p.m. Sunday, May 29, 2011, at the request of the Catholic Action of Mary for the purpose of the 33rd annual Santakruzan and street fair.

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 Linda Mayo on behalf of the Catholic Action of Mary, St. Mary's Church, 209 Third Street, JCNJ 201.547.5158

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

Authorize the closing of Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, beginning 9:00 a.m. and ending 9:00 p.m. Sunday, May 29, 2011

4. Reasons (need) for the proposed program, project, et

33rd annual Santakruzan and Street Fair

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:

9:00 a.m., Sunday, May 29, 2011

8. Anticipated completion date:

9:00 p.m., Sunday, May 29, 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

3/28/11

Date



Signature of Department Director

3/28/11

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: SECOND ST from MARIN BLVD to ERIE ST, with MANILA AV kept open

PURPOSE OF EVENT: 33rd annual Santakruzan & street fair

BEGINS: 9AM ENDS: 9PM Sunday, May 29, 2011

APPLICANT: Linda Mayo

ORGANIZATION: Catholic Action of Mary, St Mary's Church

STREET ADDRESS: 209 Third St

CITY, STATE, ZIP: Jersey City NJ 07302

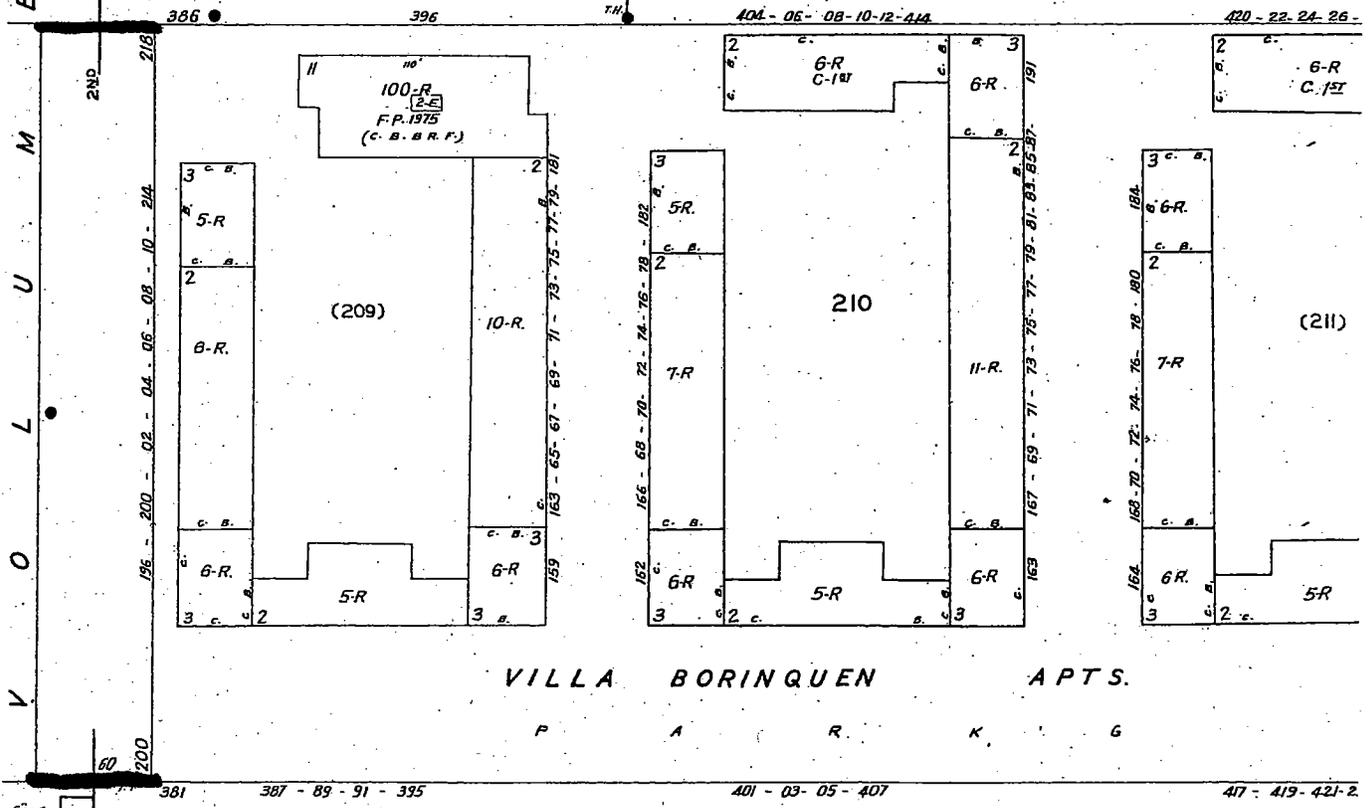
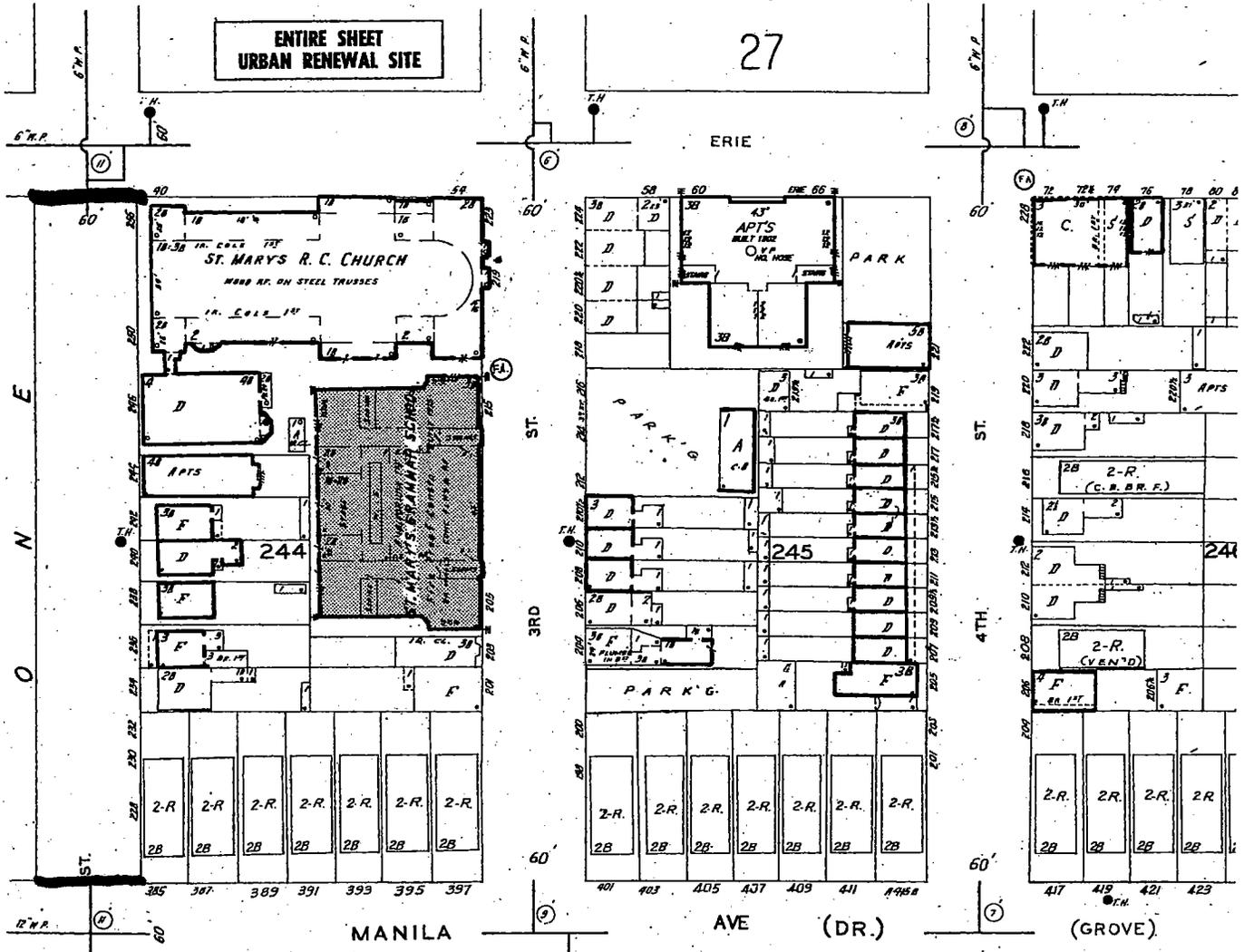
PHONE #: 201.547.5158

BEING WAIVED: end time, more than one block at a time closed, start time



ENTIRE SHEET
URBAN RENEWAL SITE

27



(LUIS MUÑOZ)

(MARIN)

BLVD.

(HENDERSON)

CITY OF JERSEY CITY
Department of Public Works
Division of Engineering, Traffic and Transportation
MEMORANDUM

DATE: March 25, 2011
TO: Jack Kelly, Business Administrator
FROM: Patricia Logan, Supervising Traffic Investigator
SUBJECT: SECOND STREET – STREET CLOSING RESOLUTION

Attached for your review and signature is a proposed Resolution (for Municipal Council approval) authorizing the closing of the following street(s):

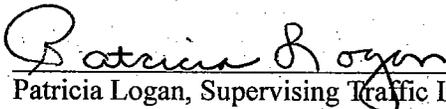
- Second Street from Marin Boulevard to Erie Street with Manila Avenue kept open beginning 9:00 a.m. and ending 9:00 p.m. on Sunday, May 29, 2011

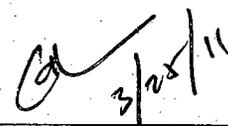
The resolution has been proposed at the request of Linda Mayo on behalf of the Catholic Action of Mary, St. Mary's Church, for the 33rd annual Santakruzan and street fair.

It is anticipated that this Resolution will be listed on the Agenda for the April 13, 2011 Municipal Council meeting.

If you have any questions feel free to contact Monte Zucker @ ex. 4469.

Thank you.


Patricia Logan, Supervising Traffic Investigator


Chuck F. Lee, P.E., Municipal Engineer

C: Rodney Hadley, Director, DPW
Robert Byrne, City Clerk

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
Division of Engineering, Traffic and Transportation
MEMORANDUM

DATE: March 25, 2011
TO: Director Rodney Hadley, DPW
FROM: Patricia Logan, Supervising Traffic Investigator
SUBJECT: SECOND STREET – STREET CLOSING RESOLUTION

Attached for your review and signature is a proposed Resolution (for Municipal Council approval) authorizing the closing of the following street(s):

- Second Street from Marin Boulevard to Erie Street with Manila Avenue kept open beginning 9:00 a.m. and ending 9:00 p.m. on Sunday, May 29, 2011

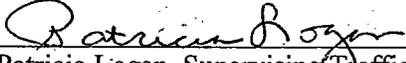
The resolution has been proposed at the request of Linda Mayo on behalf of the Catholic Action of Mary, St. Mary's Church, for the 33rd annual Santakruzan and street fair.

Upon your signature I will forward the proposed legislation to the Business Administrator for his review and signature.

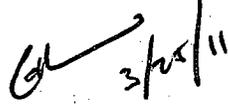
It is anticipated that this Resolution will be listed on the Agenda for the April 13, 2011 Municipal Council meeting.

If you have any questions feel free to contact Monte Zucker @ ex. 4469.

Thank you.



Patricia Logan, Supervising Traffic Investigator



Chuck F. Lee, P.E., Municipal Engineer

C: Jack Kelly, Business Administrator
Robert Byrne, City Clerk

CITY OF JERSEY CITY
Department of Public Works
Division of Engineering, Traffic and Transportation
MEMORANDUM

DATE: March 25, 2011

TO: Councilman Steven Fulop Thomas Comey, Police Chief
Robert Byrne, City Clerk Darren Rivers, Fire Chief

FROM: Patricia Logan, Supervising Traffic Investigator

SUBJECT: **SECOND STREET – STREET CLOSING RESOLUTION**

This Division has proposed a Resolution (for Municipal Council approval) authorizing the following street closing:

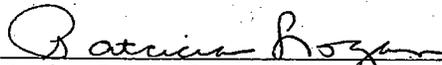
- Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, beginning 9:00 a.m. and ending 9:00 p.m., Sunday, May 29, 2011

This resolution has been proposed at the request of Linda Mayo on behalf of the Catholic Action for Mary, St. Mary's Church for the 33rd annual Santakruzan and street fair.

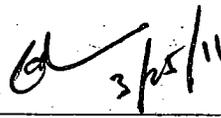
The proposed legislation has been forwarded to the appropriate parties for the necessary signatures. It is anticipated that this Resolution will be listed on the Agenda for the April 13, 2011 Municipal Council meeting.

Feel free to contact Monte Zucker @ ex. 4469 if you have any questions regarding the above street closure.

Thank you.



Patricia Logan, Supervising Traffic Investigator



Chuck F. Lee, P.E., Municipal Engineer

C: Rodney Hadley, Director, DPW

Jack Kelly, Business Administrator

Captain Connors, East District

Chief Executive Officer Mary Spinello-Paretti, J.C.P.A.

Council President Brennan.

Councilman Sottolano

Councilman Gaughan

Councilwoman Ahmad

Councilman Donnelly

Councilwoman Richardson

Councilman Velazquez

Councilwoman Lopez

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

City Clerk File No. Res. 11-205

Agenda No. 10.L

Approved: APR 13 2011

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS, BLEECKER STREET, ONE BLOCK FROM PASSAIC AVENUE TO CENTRAL AVENUE; BOWERS STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO SUMMIT AVENUE; CENTRAL AVENUE, TEN BLOCKS, FROM HUTTON STREET TO CONGRESS STREET; CHARLES STREET, ONE BLOCK, FROM CENTRAL AVENUE TO SUMMIT AVENUE; GRIFFITH STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO SUMMIT AVENUE; LINCOLN STREET, ONE BLOCK, FROM CENTRAL AVENUE TO SUMMIT AVENUE; PATERSON STREET, ONE BLOCK, FROM CENTRAL AVENUE TO PASSAIC AVENUE; SOUTH STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO PASSAIC AVENUE; THORNE STREET, ONE BLOCK, FROM SUMMIT AVENUE TO CENTRAL AVENUE AND ZABRISKIE STREET, ONE BLOCK, FROM SUMMIT AVENUE TO CENTRAL AVENUE BEGINNING 5:00 A.M. AND ENDING 8:00 P.M., SATURDAY, MAY 21, 2011 AT THE REQUEST OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT FOR THE PURPOSE OF AN EVERYTHING JERSEY CITY COMMUNITY FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from The Central Avenue Special Improvement District to close Bleecker Street, one block, from Passaic Avenue to Central Avenue; Bowers Street, two blocks, from Cambridge Avenue to Summit Avenue; Central Avenue, ten blocks, from Hutton Street to Congress Street; Charles Street, one block, from Central Avenue to Summit Avenue; Griffith Street, two blocks, from Cambridge Avenue to Summit Avenue; Lincoln Street, one block, from Central Avenue to Summit Avenue; Paterson Street, one block, from Central Avenue to Passaic Avenue; South Street, two blocks, from Cambridge Avenue to Passaic Avenue; Thorne Street, one block, from Summit Avenue to Central Avenue and Zabriskie Street, one block, from Summit Avenue and Central Avenue beginning 5:00 a.m. and ending 8:00 p.m., Saturday, May 21, 2011, for the purpose of an Everything Jersey City Community Festival; 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; and

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 (B)(2)(8) and 296-73(D) be waived; and

WHEREAS, the request to close Bleecker Street; Bowers Street; Central Avenue; Charles Street; Griffith Street; Lincoln Street; Paterson Street; South Street; Thorne Street and Zabriskie Street does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(2)(8) and 296-73(D) because the application for the street closure was submitted by an Organization, not a resident; the event has an earlier start time than 10:00 a.m. and the street closure exceeds one block; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8) and 296-73(D) be waived.

JDS:pcl
(03.22.11)

Continued.....

TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS, BLEECKER STREET, ONE BLOCK FROM PASSAIC AVENUE TO CENTRAL AVENUE; BOWERS STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO SUMMIT AVENUE; CENTRAL AVENUE, TEN BLOCKS, FROM HUTTON STREET TO CONGRESS STREET; CHARLES STREET, ONE BLOCK, FROM CENTRAL AVENUE TO SUMMIT AVENUE; GRIFFITH STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO SUMMIT AVENUE; LINCOLN STREET, ONE BLOCK, FROM CENTRAL AVENUE TO SUMMIT AVENUE; PATERSON STREET, ONE BLOCK, FROM CENTRAL AVENUE TO PASSAIC AVENUE; SOUTH STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO PASSAIC AVENUE; THORNE STREET, ONE BLOCK, FROM SUMMIT AVENUE TO CENTRAL AVENUE AND ZABRISKIE STREET, ONE BLOCK, FROM SUMMIT AVENUE TO CENTRAL AVENUE BEGINNING 5:00 A.M. AND ENDING 8:00 P.M., SATURDAY, MAY 21, 2011 AT THE REQUEST OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT FOR THE PURPOSE OF AN EVERYTHING JERSEY CITY COMMUNITY FESTIVAL

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Bleecker Street, one block, from Passaic Avenue to Central Avenue; Bowers Street, two blocks, from Cambridge Avenue to Summit Avenue; Central Avenue, ten blocks, from Hutton Street to Congress Street; Charles Street, one block, from Central Avenue to Summit Avenue; Griffith Street, two blocks, from Cambridge Avenue to Summit Avenue; Lincoln Street, one block, from Central Avenue to Summit Avenue; Paterson Street, one block, from Central Avenue to Passaic Avenue; South Street, two blocks, from Cambridge Avenue to Passaic Avenue, Thorne Street, one block, from Summit Avenue to Central Avenue and Zabriskie Street, one block, from Summit Avenue to Central Avenue beginning 5:00 a.m. and ending 8:00 p.m. Saturday, May 21, 2011.

APPROVED: [Signature]
Director Traffic & Transportation

APPROVED: [Signature] 3/22/11
Municipal Engineer

APPROVED: [Signature] 3/24/11 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

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

JDS:pcl
(03.22.11)

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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 the closing of a municipal street(s), Bleecker Street, one block from Passaic Avenue to Central Avenue; Bowers Street, two blocks, from Cambridge Avenue to Summit Avenue; Central Avenue, ten blocks, from Hutton Street to Congress Street; Charles Street, one block, from Central Avenue to Summit Avenue; Griffith Street, two blocks, from Cambridge Avenue to Summit Avenue; Lincoln Street, one block, from Central Avenue to Summit Avenue; Paterson Street, one block, from Central Avenue to Passaic Avenue; South Street, two blocks, from Cambridge Avenue to Passaic Avenue; Thorne Street, one block, from Summit Avenue to Central Avenue and Zabriskie Street, one block, from Summit Avenue to Central Avenue beginning 5:00 a.m. and ending 8:00 p.m., Saturday, May 21, 2011 at the request of the Central Avenue Special Improvement District for the purpose of an Everything Jersey City Community Festival

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

Joao D'Souza, Director of Traffic and Transportation, Division of Engineering, Traffic and Transportation at the request of William Clark on behalf of the Central Avenue Special Improvement District, 366 Central Avenue, Suite 201, JCNJ 201.656.1366

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

Close Bleecker Street, one block from Passaic Avenue to Central Avenue; Bowers Street, two blocks, from Cambridge Avenue to Summit Avenue; Central Avenue, ten blocks, from Hutton Street to Congress Street; Charles Street, one block, from Central Avenue to Summit Avenue; Griffith Street, two blocks, from Cambridge Avenue to Summit Avenue; Lincoln Street, one block, from Central Avenue to Summit Avenue; Paterson Street, one block, from Central Avenue to Passaic Avenue; South Street, two blocks, from Cambridge Avenue to Passaic Avenue; Thorne street, one block, from Summit Avenue to Central Avenue and Zabriskie Street, one block, from Summit Avenue to Central Avenue on Saturday, May 21, 2011 beginning 5:00 a.m. and ending 8:00 p.m.

4. Reasons (need) for the proposed program, project, etc.:

Everything Jersey City community festival

5. Anticipated benefits to the community:

Community Festival

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

Date proposed program, or project will commence:

5:00 a.m., Saturday, May 21, 2011

8. Anticipated completion date:

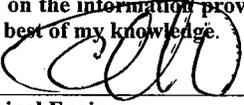
8:00 p.m., Saturday, May 22, 2011

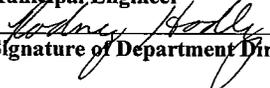
9. Person responsible for coordinating proposed program, project, etc.:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, 201.547.4470

10. Additional comments:

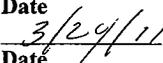
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Municipal Engineer


Signature of Department Director



Date


Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: cc

PURPOSE OF EVENT: Everything Jersey City community festival

BEGINS: 5AM ENDS: 8PM Saturday, May 21, 2011

APPLICANT: William Clarke

ORGANIZATION: Central Av Special Improvement District

STREET ADDRESS: 366 Central Av, Suite 201

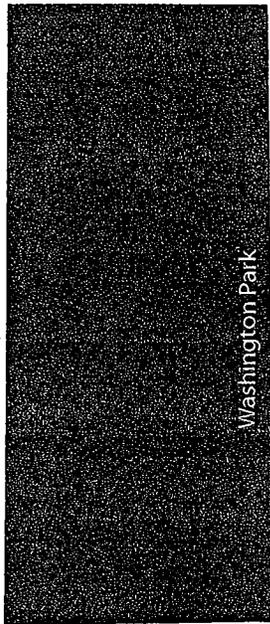
CITY, STATE, ZIP: Jersey City NJ 0730

PHONE #: 201.656.1366

BEING WAIVED: more than one block at a time closed, start time

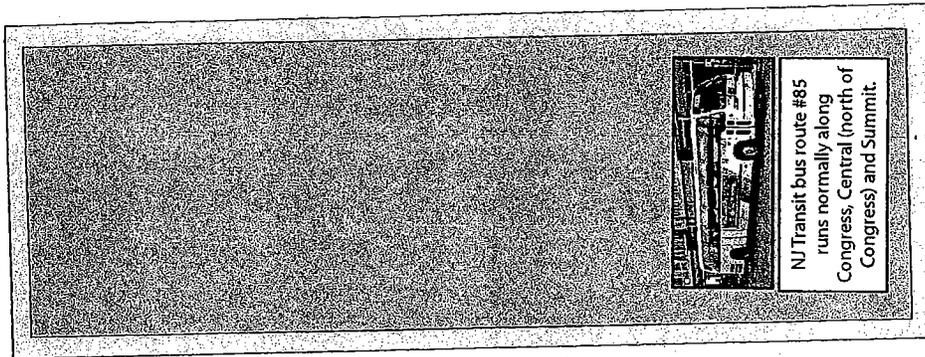
Everything Jersey City Festival
Saturday, May 21st, 2011
Streets to be closed from 5 AM to 8 PM

Central Avenue ten (10) blocks from Hutton Street to Congress Street ✓
Paterson Street one (1) block from Passaic Avenue to Central Avenue ✓
Bleecker Street one (1) block from Passaic Avenue to Central Avenue ✓
South Street two (2) blocks from Passaic Avenue to Cambridge Avenue ✓
Thorne Street one (1) block from Summit Avenue to Central Avenue ✓
Charles Street one (1) block from Summit Avenue to Central Avenue ✓
Bowers Street two (2) blocks from Summit Avenue to Cambridge Avenue ✓
Lincoln Street one (1) block from Summit Avenue to Central Avenue ✓
Griffith Street two (2) blocks from Summits Avenue to Cambridge Avenue ✓
Zabriskie Street one (1) block from Summit Avenue to Central Avenue ✓

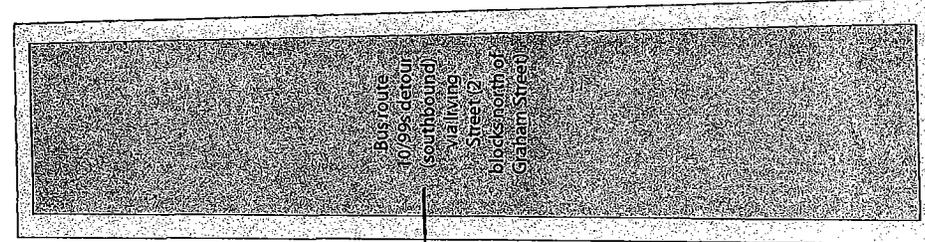


Washington Park

North Street

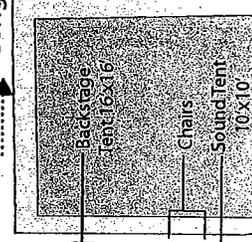
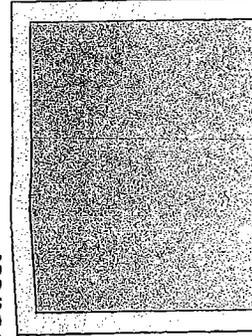


NJ Transit bus route #85 runs normally along Congress, Central (north of Congress) and Summit.



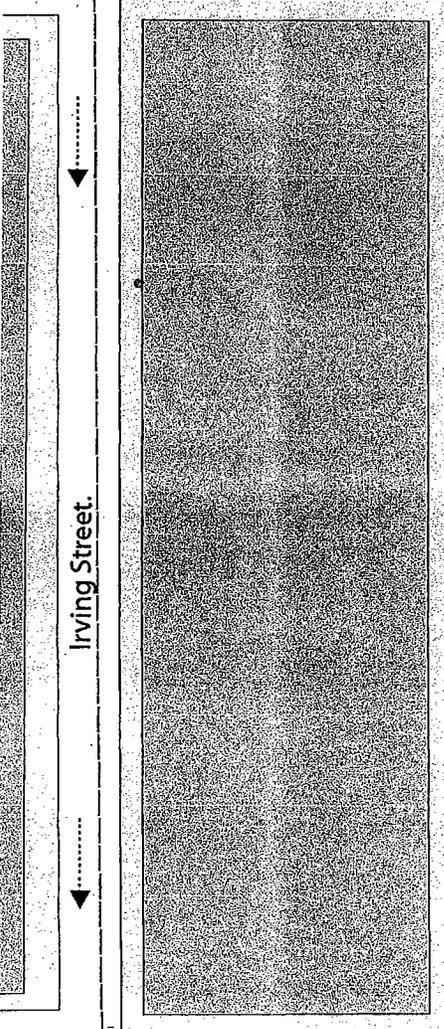
Bus route 10/995 detour (southbound) via Irving Street, North Street, and Graham Street.

Congress Street



Backstage Tent 16x16
Chairs
Sound Tent 10x10

Central Avenue



Irving Street

In partnership with the City of Jersey City and County of Hudson the Central Avenue S.I.D. presents the annual

Everything Jersey City Festival

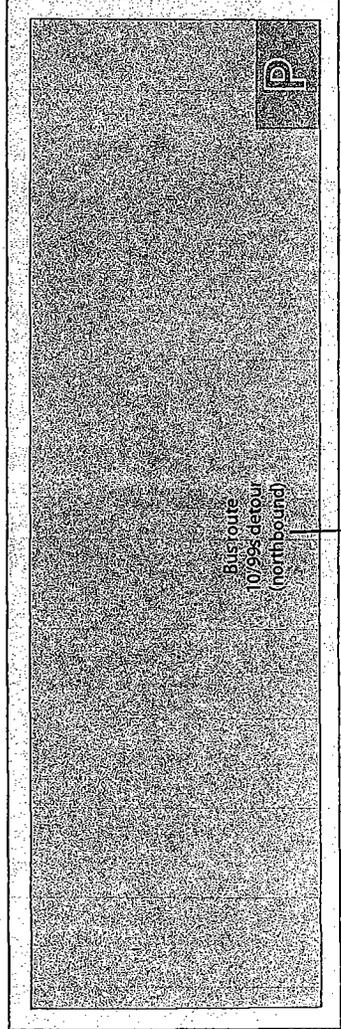
Saturday
May 21, 2011

Central Avenue Jersey City, NJ
www.JCHighlights.com

365 Central Avenue
Jersey City, NJ 07307
Ph: (201) 656-1366
Ex: (201) 656-4037
casid@jcheights.com

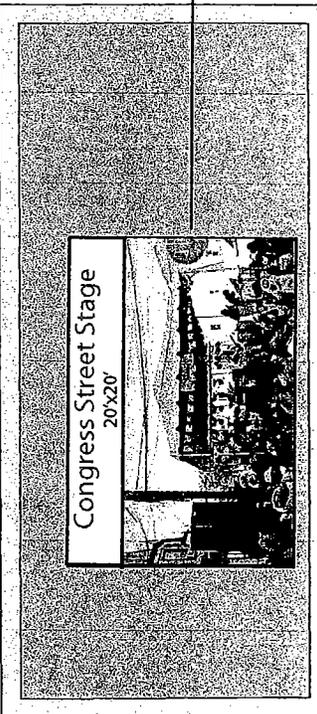
Central Avenue
SPECIAL IMPROVEMENT DISTRICT
MANAGEMENT CORPORATION

Graham Street

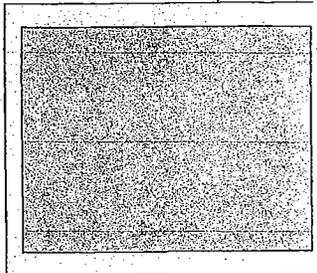


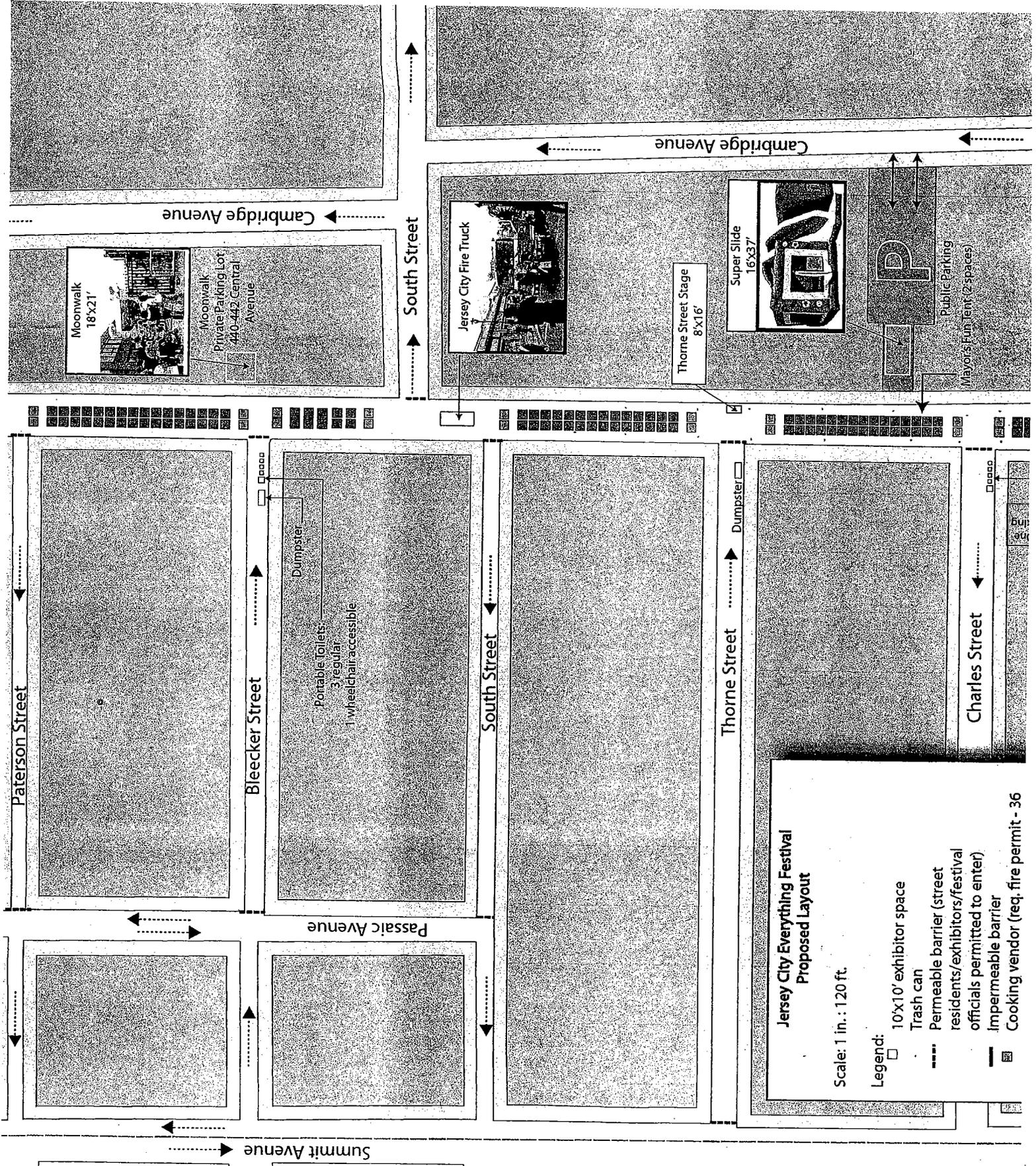
Bus route 10/995 detour (northbound)

Congress Street



Congress Street Stage
20x20'





**Jersey City Everything Festival
Proposed Layout**

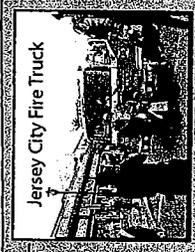
Scale: 1 in. : 120 ft.

Legend:

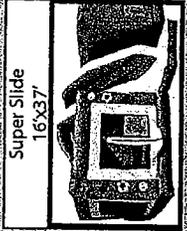
- 10'x10' exhibitor space
- Trash can
- Permeable barrier (street residents/exhibitors/festival officials permitted to enter)
- Impermeable barrier
- Cooking vendor (req. fire permit - 36)

Moonwalk 18'x21'

Moonwalk Private Parking Lot 440-442 Central Avenue



Thorne Street Stage 8'x16'



Public Parking Mayo's Fun Tent (2 spaces)

Paterson Street

Bleecker Street

Dumpster

Portable Toilets: 3 regular 1 wheelchair accessible

South Street

Thorne Street

Dumpster

Charles Street

Passaic Avenue

Summit Avenue

Cambridge Avenue

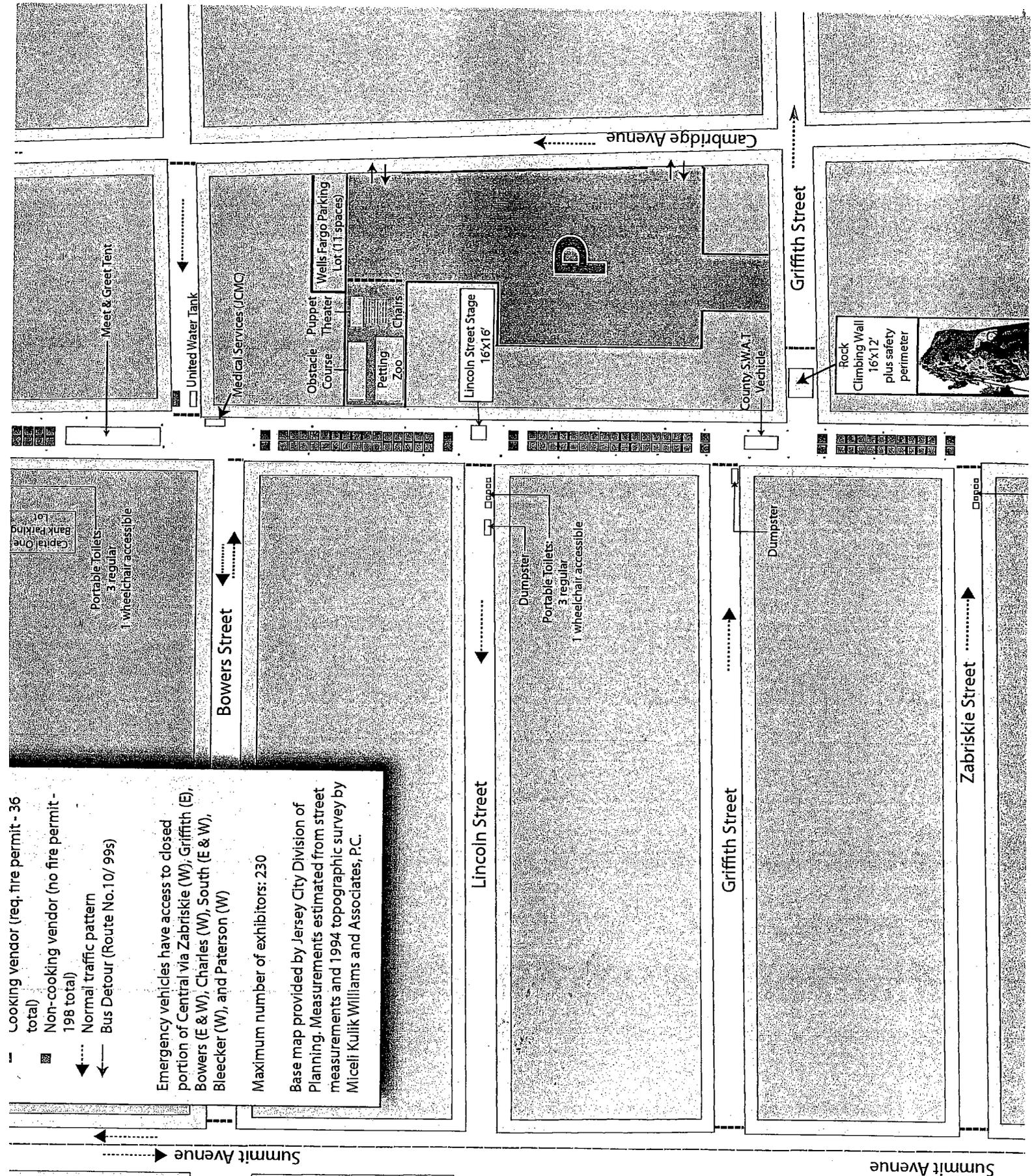
Cambridge Avenue

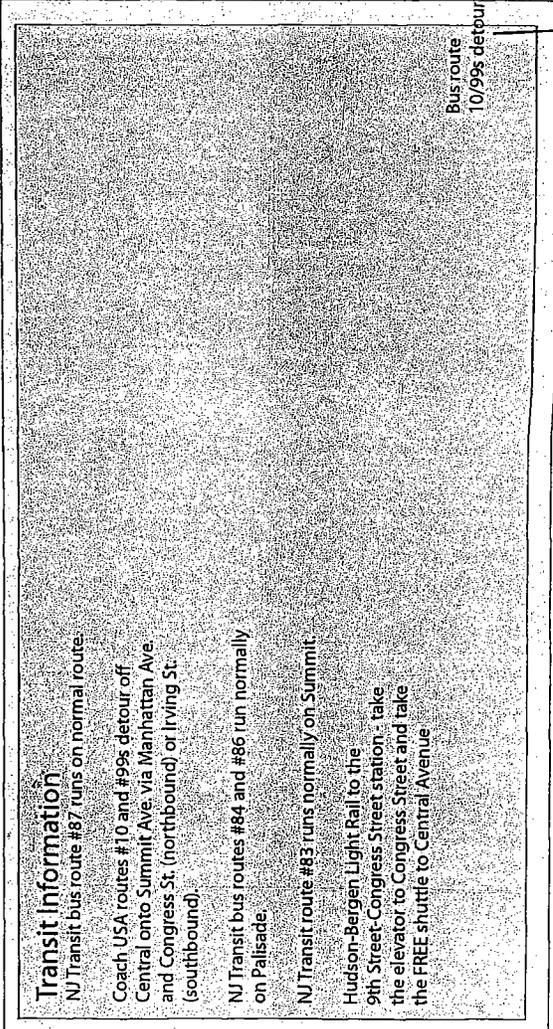
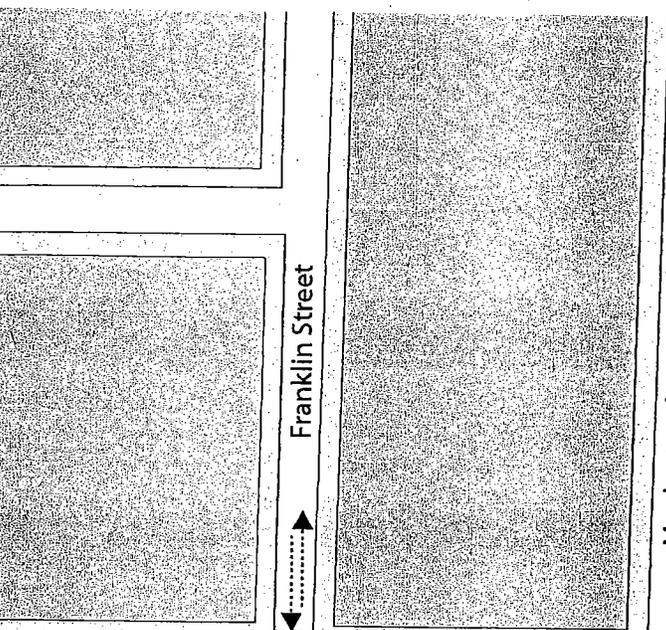
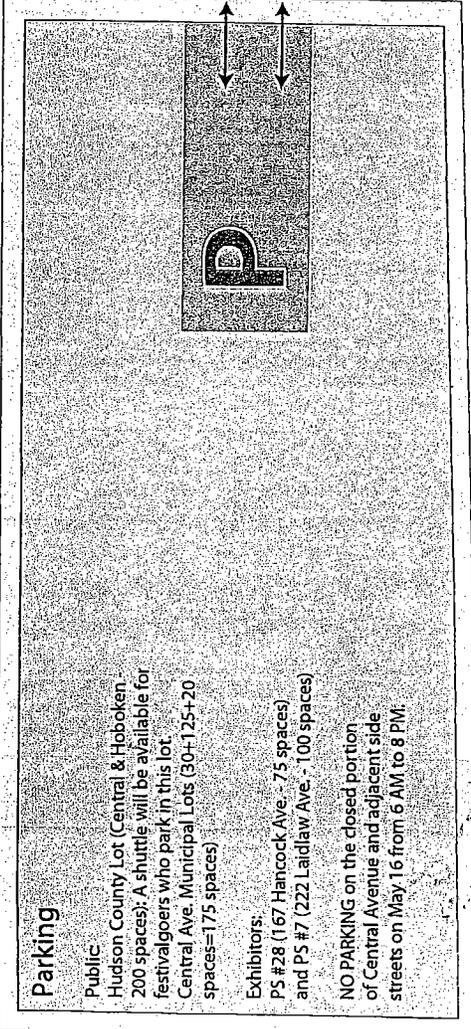
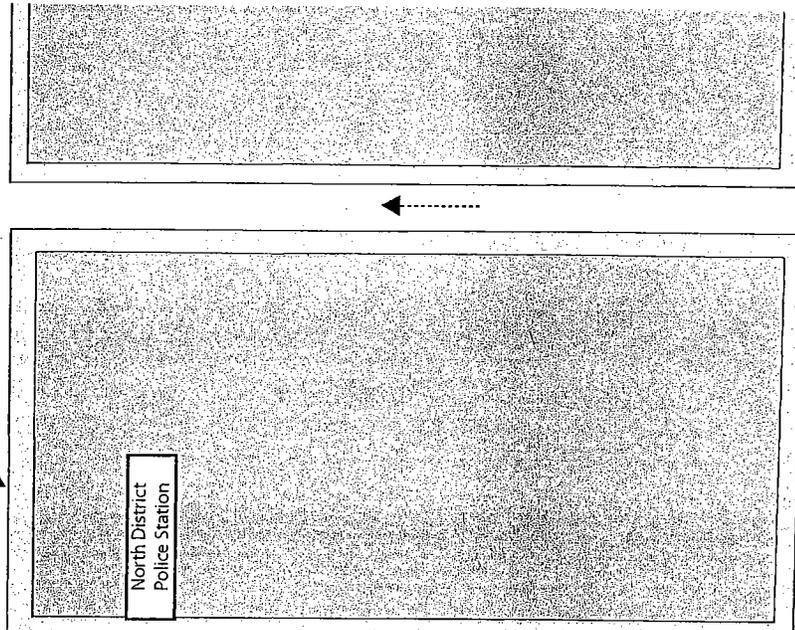
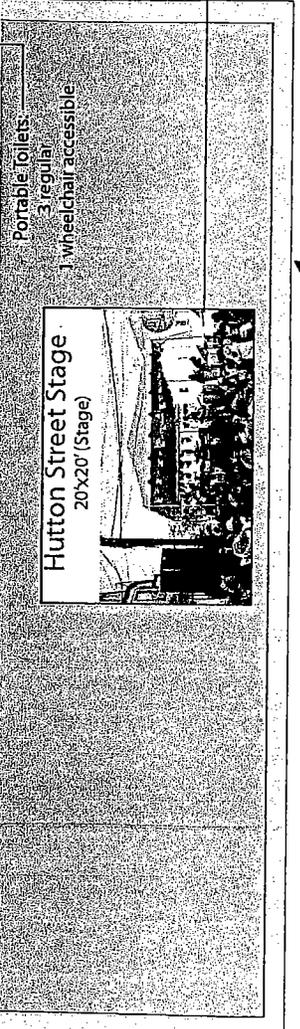
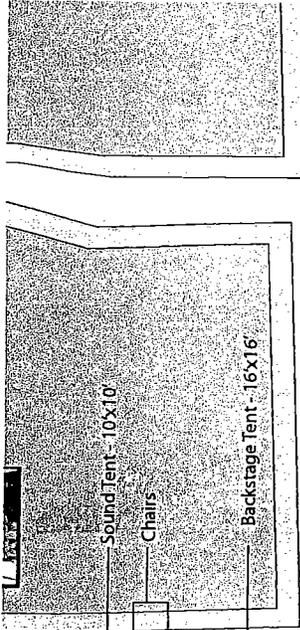
- Looking vendor (req. fire permit - 36 total)
- Non-cooking vendor (no fire permit - 198 total)
- Normal traffic pattern
- Bus Detour (Route No.10/ 99s)

Emergency vehicles have access to closed portion of Central via Zabriskie (W), Griffith (E), Bowers (E & W), Charles (W), South (E & W), Bleeker (W), and Paterson (W)

Maximum number of exhibitors: 230

Base map provided by Jersey City Division of Planning. Measurements estimated from street measurements and 1994 topographic survey by Miceli Kulik Williams and Associates, P.C.





Hutton Street

Franklin Street

Sherman Place

Manhattan Avenue

Pershing Field

Parking

Public
 Hudson County Lot (Central & Hoboken, 200 spaces): A shuttle will be available for festivalgoers who park in this lot.
 Central Ave. Municipal Lots (30+125+20 spaces=175 spaces)
Exhibitors:
 PS #28 (167 Hancock Ave. - 75 spaces) and PS #7 (222 Laidlaw Ave. - 100 spaces)

NO PARKING on the closed portion of Central Avenue and adjacent side streets on May 16 from 6 AM to 8 PM.

Transit Information

NJ Transit bus route #87 runs on normal route.
 Coach, USA routes #10 and #99s detour off Central onto Summit Ave. via Manhattan Ave and Congress St. (northbound) of Irving St. (southbound).
 NJ Transit bus routes #84 and #86 run normally on Palisade.
 NJ Transit route #83 runs normally on Summit.
 Hudson-Bergen Light Rail to the 9th Street-Congress Street station - take the elevator to Congress Street and take the FREE shuttle to Central Avenue

Bus route 10/99s detour

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

City Clerk File No. Res. 11-206

Agenda No. 10.M

Approved: APR 13 2011



TITLE: RESOLUTION AUTHORIZING THE EXTENSION OF TIME ON PROPERTY NOT NEEDED FOR PUBLIC USE ON BLOCK 1309, LOT E.8, MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 250 MARTIN LUTHER KING DRIVE

COUNCIL Resolution: **offered the moved adoption of the following**

WHEREAS, on October 13, 2010, the Municipal Council of the city of Jersey City passed and adopted a resolution authorizing the sale of certain public lands not needed for public use, by public sale, to the highest bidder in accordance with N.J.S.A. 40A:12-13; and

WHEREAS, notice of said sale was duly published as required by Law; and

WHEREAS, in pursuance to said resolution such public sale was held in the Assembly Chamber, City Hall, 280 Grove Street, Jersey city, New Jersey on November 4, 2010 at ten o'clock in the forenoon, local time; and

WHEREAS, Block 1309, Lot E.8, more commonly known by the street address of 250 Martin Luther King Drive, was conditionally sold to: Nohar Sumasar, 9448 Candice Court, Orlando, Florida 32832; and

WHEREAS, the Municipal Council of the City of Jersey City adopted the Confirmation of Sale on November 10, 2010; and

WHEREAS, the balance of the purchase price was due on January 10, 2011; and

WHEREAS, attached is letter from the attorney for the purchaser, Mr. Bruce Lerner, Esq., indicating that there are title problems that must be rectified, but that his client remains willing to purchase; and

WHEREAS, an extension is needed until the end of the year 2011 to rectify the title problems; and

WHEREAS, if the purchaser fails to close on the above mentioned property by December 31, 2011, the sale to the purchaser shall be automatically canceled and the deposit forfeited.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that an extension until December 31, 2011, to close on the property located at Block 1309, Lot E.8, more commonly known by the street address of 250 Martin Luther King Drive, is hereby granted.

BE IT FURTHER RESOLVED that if the purchaser fails to close on the above mentioned property by December 31, 2011, the sale shall be automatically canceled and the deposit forfeited.

JOD/he
04/06/11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

Corporation Counsel

0 2 0 1 1 0 5 9

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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

J.O.D.

Bruce W. Lerner

Attorney at Law
432A DANFORTH AVENUE
JERSEY CITY, NJ 07305
(201) 433-6000
FAX: (201) 433-6363
E-Mail: Bruce@lernerlaw.org
April 5, 2011

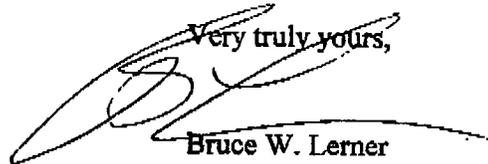
City of Jersey City Law Department
Attention: Judith O'Donnell, Esq.
280 Grove Street
Jersey City, New Jersey 07302
VIA FAX: (201) 547-5230

RE: SUMASAR from CITY OF JERSEY CITY
250 Martin Luther King Drive
Jersey City, New Jersey
Block: 1309, Lot: E.08

Dear Ms. O'Donnell:

This will confirm my representation to you that my client, the purchaser, Nohar Sumasar is prepared to allow the City additional time to re-foreclose the property in the above matter and will wait for closing until the re-foreclosure is completed and clear title is available, up to December 31, 2011.

Very truly yours,



Bruce W. Lerner

BWL/tml
FAX ONLY

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

City Clerk File No. Res. 11-207

Agenda No. 10.N

Approved: APR 13 2011

TITLE: **RESOLUTION AUTHORIZING THE SALE OF THE 22-24 LIBERTY AVENUE
A/K/A BLOCK 617, LOTS 22-23, WITH RESTRICTIVE COVENANT**



**COUNCIL
following resolution:**

offered and moved adoption of the

WHEREAS, the City of Jersey City (City) on or about May 31, 2001 sold 22-24 Liberty Avenue (Property) at public auction to Samina Mazhar, Shehilah Roohi and Saima Khan (Owners) for the sum of \$661,000; and

WHEREAS, the conditions of sale set forth in the deed dated October 17, 2001 to the Owners required the Owners to renovate the Property within eighteen (18) months from the date of the deed and they could not sell the Property until the Property was rehabilitated in compliance with the housing code standards; and

WHEREAS, the Owners were unable to renovate the Property within the time frame set forth in the conditions of sale in part, as a result of an intervening amendment to the zoning ordinance; and

WHEREAS, in 2007, the Owners had entered into a contract of sale with Videsh and Shanti Bahador and requested from the City that they be released from the condition which required them to renovate the Property and obtain a Certificate of Occupancy prior to the sale of the Property; and

WHEREAS, Resolution 07-386 approved on May 28, 2007 authorized the Owners to sell the Property subject to the buyers acceptance of a deed allowing them eighteen (18) months from the date of the sale to renovate and obtain a Certificate of Occupancy, and creating an automatic reversion to the City should they fail to renovate or obtain the Certificate of Occupancy within eighteen (18) months or should they sell or attempt to sell the Property before making repairs and obtaining the certificate; and

WHEREAS, on January 31, 2011, the Owners informed the City that the contact of sale in 2007 did not close and that the Owners were unable to improve the Property because of their inability to obtain a variance to construct a banquet hall in a residential zone within the time period; and

WHEREAS, in addition, the Owners have a potential new buyer, Business Technology, Inc. (Buyer) who owns the adjoining property and proposes to build a multi-family dwelling/apartment house after demolishing the existing structure and the Owners request permission from the City to sell the property to the Buyer with an extension of eighteen (18) months to repair, alter and improve the Property; and

WHEREAS, the Owners have agreed to pay the City \$12,500 as a result of their delay in satisfying the conditions of sale since 2001 and for the extension of time; and

WHEREAS, the Buyer will assume the eighteen (18) month obligation to repair the Property, commencing on the date of closing by the Buyers provided that closing takes place within sixty (60) days from the date of the new deed issued from the City to the Owners; and

WHEREAS, if at a later time, the Buyer requests a further extension of time to repair the Property due to any unforeseen circumstances beyond the Buyer's control, the City will act in good faith to accommodate such request; and

WHEREAS, that the terms of this Resolution is in the best interests of the City since it will expedite the development of this Property for the benefit of the community.

02011056

TITLE:

RESOLUTION AUTHORIZING THE SALE OF THE 22-24 LIBERTY AVENUE A/K/A BLOCK 617, LOTS 22-23, WITH RESTRICTIVE COVENANT

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

1. The sale of 22-24 Liberty Avenue, Block 617, Lots 22 and 23 from Samina Mazhar, Shehlah Roohi and Saima Khan (Owners) to Business Technologies, Inc. (Buyer) is hereby permitted, subject to the condition that the Buyer will renovate the property and obtain a Certificate of Occupancy within eighteen (18) months from the transfer of the property from the Owners to the Buyer to occur no later than sixty (60) days from the date of the new deed issued from the City to the Owners, and which shall create an automatic reversion to the City of Jersey City should the Buyer fail to renovate or obtain the Certificate of Occupancy within the eighteen (18) months as stated or should the Buyer sell or attempt to sell the Property before making such repairs and obtaining such certificates.
2. The deed from the Owners to the Buyer shall be held in escrow until such time as it is reviewed and approved by the Corporation Counsel. If the deed is transferred without such approval or if the deed is subsequently transferred without the above stated language, then the City will enforce its rights against the Owners under the reverter clause.
3. The Municipal Council of the City of Jersey City further authorizes the Mayor of Business Administrator to take such other actions as may be necessary to effectuate the purposes of this Resolution.

IW/cw
4-4-11

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											
				4/13/11							
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. 11-208

Agenda No. 10.0

Approved: APR 13 2011



TITLE: AMENDMENT TO RESOLUTION 11-140 AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS 196 EGE AVENUE A/K/A BLOCK 1790, LOT 131.A

COUNCIL Offered and moved adaption
of the following resolution:

WHEREAS, Mary Ellen Thomas, the owner of Block 1790, Lot 131.A a/k/a 196 Ege Avenue, participated in the City of Jersey City's ("City") HORP Program; and

WHEREAS, the owner received from the City a \$17,895.00 loan on September 17, 2007 for the purpose of making home improvements and it self-amortizes over a period of ten (10) years provided that the homeowner resides in the property, does not sell the property and complies with all terms of the City's mortgage; and

WHEREAS, the City's loan was recorded as a third mortgage against the property; and

WHEREAS, the owner now desires to refinance to consolidate the first and second mortgages to obtain lower monthly mortgage payments; and

WHEREAS, Resolution 11-140 approved on March 9, 2011 authorized the subordination of the City's lien to the interests of the new first mortgage in the amount of \$163,115.00 to Kwik Mortgage Corporation, and

WHEREAS, on March 29, 2011, the owner informed the City that she changed lenders and the correct lender is Jet Direct Funding; and

WHEREAS, the City's mortgage would be made subordinate to the new loan with Jet Direct Funding, its successors and/or assigns; and

WHEREAS, the amount of the new first mortgage is \$163,115.00; and

WHEREAS, the City's lien will be in second lien position; and

WHEREAS, the City by its Division of Community Development reviewed the appraisal report and title commitment and has determined that the value of the property supports the new loan and the City's existing mortgage and has reviewed the title commitment and determined that there are no judgements or loans affecting the property.

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 mortgage subordination agreement, in a form to be approved by Corporation Counsel subordinating the City's lien affecting Block 1790, Lot 131.A a/k/a 196 Ege Avenue, to the interests of the new first mortgage of Jet Direct Funding.

City Clerk File No. Res. 11-208

Agenda No. 10.0 APR 13 2011

TITLE:

AMENDMENT TO RESOLUTION 11-140 AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS 196 EGE AVENUE A/K/A BLOCK 1790, LOT 131.A

2) Resolution 11-140 approved on March 9, 2011, is hereby rescinded.

IW/cw
3-31-11

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											
4/13/11											
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. 11-209

Agenda No. 10.P

Approved: APR 13 2011



TITLE: **RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS 374-376 HALLADAY STREET A/K/A BLOCK 2076, LOT 51**

COUNCIL
the following resolution:

Offered and moved adaption of

WHEREAS, Alberto Trubbo, the owner of Block 2076, Lot 51, a/k/a 374-376 Halladay Street, participated in the City of Jersey City's ("City") First Time Home Buyer Program; and

WHEREAS, the owner received from the City a \$40,000.00 loan on November 15, 2000 for the purpose of financing the purchase of a two family residential unit and the loan self-amortizes provided that the homeowner resides in the property, does not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

WHEREAS, the City's loan was recorded as a second mortgage against the property; and

WHEREAS, the owner now desires to refinance the first mortgage to obtain lower monthly mortgage payments and additional loan funds; and

WHEREAS, the new lender, PNC Bank, N.A., its successors and/or assigns, requires that the City's mortgage be made subordinate to the new loan; and

WHEREAS, the amount of the new first mortgage is \$100,000.00; and

WHEREAS, the City's lien will be in second lien position; and

WHEREAS, the City by its Division of Community Development reviewed the appraisal report and title commitment and has determined that the value of the property supports the new loan and the City's existing mortgage and has reviewed the title commitment and determined that there are no judgements or loans affecting the property.

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 a mortgage subordination agreement, in a form to be approved by Corporation Counsel subordinating the City's lien affecting Block 2076, Lot 51 a/k/a 374-376 Halladay Street, to the interests of the new first mortgage of PNC Bank, N.A.

IW/cw
3-31-11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

0 2 0 1 1 0 5 5

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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. 11-210

Agenda No. 10.0

Approved: APR 13 2011



TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS 222 WHITON STREET A/K/A BLOCK 2045, LOT 53

COUNCIL
the following resolution:

Offered and moved adaption of

WHEREAS, Deloris Burgess, the owner of Block 2045, Lot 53 a/k/a 222 Whiton Street, participated in the City of Jersey City's ("City") First Time Home Buyer Program; and

WHEREAS, the owner received from the City a \$40,000.00 loan on November 15, 2000 for the purpose of financing the purchase of a two family residential unit and the loan self-amortizes provided that the homeowner resides in the property, does not sell the property and the property remains affordable to low and moderate income households during the restricted period of twenty (20) years; and

WHEREAS, the City's loan was recorded as a second mortgage against the property; and

WHEREAS, the owner now desires to refinance the first mortgage to obtain lower monthly mortgage payments and additional loan funds; and

WHEREAS, the new lender, Provident Bank, its successors and/or assigns, requires that the City's mortgage be made subordinate to the new loan; and

WHEREAS, the amount of the new first mortgage is \$114,000.00; and

WHEREAS, the City's lien will be in second lien position; and

WHEREAS, the City by its Division of Community Development reviewed the appraisal report and title commitment and has determined that the value of the property supports the new loan and the City's existing mortgage and has reviewed the title commitment and determined that there are no judgements or loans affecting the property.

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 a mortgage subordination agreement, in a form to be approved by Corporation Counsel subordinating the City's lien affecting Block 2045, Lot 53 a/k/a 222 Whiton Street, to the interests of the new first mortgage of Provident Bank.

IW/cw
3-31-11

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

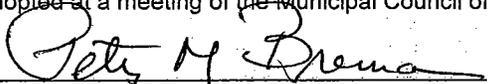
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RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

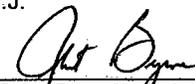
✓ Indicates Vote

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. 11-211

Agenda No. 10.R

Approved: APR 13 2011

TITLE:



AUTHORIZING REPLACEMENT OF LOST THIRD PARTY TAX SALE CERTIFICATE# 2007-1658 SOLD TO MOORING TAX ASSET GROUP LLC.

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

WHEREAS, the City of Jersey City sold a tax sale certificate on 15 Kearney Avenue., Block 1994 Lot 7.DUP, Certificate# 2007-1658 on June 28, 2007 to MOORING TAX ASSET GROUP LLC.; and

WHEREAS, MOORING TAX ASSET GROUP LLC .the third party lienholder for certificate 2007-1658 lost the original certificate issued on June 28, 2007; and

WHEREAS, the Tax Collector would like to issue a duplicate tax sale certificate to MOORING TAX ASSET GROUP LLC. under chapter 99 the P.L. of 1997.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that MOORING TAX ASSET GROUP LLC. be and hereby given a duplicate tax sale certificate..

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

APPROVED AS TO LEGAL FORM

Certification Required

Not Required

APPROVED 9-0
4/13/11

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

LOST CERTIFICATE AFFIDAVIT

I Adam B. Berman, agent for Mooring Tax Asset Group, LLC in Vienna, Virginia certify that the Mooring Tax Asset Group, LLC is the purchaser and still the owner of the tax sale certificate described below. I attest that the below certificate has been lost or destroyed. I also attest that the certificate has not been pledged or assigned to a third party. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

County: HUDSON

Tax Sale of: JERSEY CITY

Book 16477 Page 138 Recorded 11/29/2007 Instrument # 61672

Owner Martin Luther King Drive Urban R

Address 15 Kearney Ave Jersey City, NJ 07305

Block 1994 Lot 7.DUP Certificate # 2007-1658

Date Issued: June 28, 2007

Issued to: Mooring Tax Asset Group, LLC

Tax Lien Buyer: Mooring Tax Asset Group, LLC

Address: 8614 Westwood Center Drive, Suite 500

City: Vienna

State: VA

Zip Code: 22182



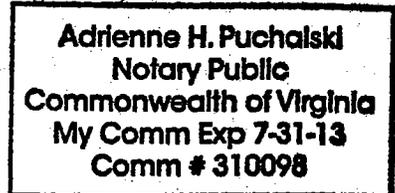
Adam B. Berman
Mooring Tax Asset Group, LLC

Subscribed and sworn to before me the 9th day of March A.D. 2011.

Adrienne H. Puchalski
(Notary Signature)

Notary Public in and for the county of Fairfax, Virginia.

My commission expires July 31, 2013.



I was commissioned notary as
Adrienne D. Holley

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

City Clerk File No. Res. 11-212
 Agenda No. 10.5
 Approved: APR 13 2011
 TITLE: _____



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$17,257.50 AND A REDUCTION IN ASSESSMENT TO SETTLE A TAX APPEAL FILED BY THE OWNER OF 305 BROADWAY (BLOCK 1627, LOT 7).

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

WHEREAS, A Complaint was filed in the Tax Court of New Jersey, under N.J.S.A. 54:51A-7, alleging that the Tax Assessor had, through error or omission, failed to reflect the terms of a settlement concerning the 2010 tax assessment on Block 1627, Lot 7 (commonly known as 305 Broadway); and

WHEREAS, the Tax Assessor has reviewed that Complaint and concurs that the assessment on the subject property for 2010 should have been listed as \$7,928,800 rather than \$8,178,800.

WHEREAS, the Office of the Tax Collector has reviewed this settlement and computed the amount of refund or credit that will result from the implementation of this settlement; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, this settlement will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the complaint be settled and the assessment on Block 1627, Lot 7 be changed to reflect the settlement.

This settlement will result in a refund and/or credit in the amount of \$17,257.50.

MAM/mw
 3/31/11

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

0 2 0 1 1 0 5 1

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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

**JERSEY CITY LAW DEPARTMENT
MEMORANDUM**

DATE: March 31, 2011

TO: Peter Brennan, Council President, and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreement

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and JC Broadway, LLC, the owner of the property known as Block 1627, Lot 7 (305 Broadway). The refund results from an adjustment to the assessment on this property that was agreed to in a prior year but not reflected on the tax list for 2010. The total tax dollar refund for this appeal is \$ 17,257.50

In 2009, after coming to an agreement about the assessment on 305 Broadway, along with the three other properties with which it forms an economic unit, for the 2009 tax year, the attorney for the owner and I negotiated a combined assessed total of \$8,750,000 for the four properties for the 2010 tax year. Because of a miscalculation in my office, the combined assessments for 2010 totaled \$9,000,000. Upon realizing the mistake, the property owner filed an appeal with the Tax Court under the Correction of Errors statute (N.J.S.A. 54:51A-7) to have the assessment on 305 Broadway reflect our agreement.

I recommend this settlement as being in the best interests of the City.

ET/mm

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

City Clerk File No. Res. 11-213

Agenda No. 10.T

Approved: APR 13 2011

TITLE:



RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$368,139.48 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

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

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated below; and

WHEREAS, the Office of the Tax Collector has reviewed these settlements and computed the amount of refund or credit that will result from the implementation of these settlements; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Office of the Tax Assessor and reviewing appraisal reports prepared by the owners and by certified real estate appraisers engaged by the City, the Corporation Counsel has recommended that the complaints be settled at the assessments specified below; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property(ies) consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the following complaints be settled for the assessments listed on the attached schedule.

These settlements will result in a refund and/or credit in the amount of \$368,139.48

MAM/mw
3-31-11

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM _____

Corporation Counsel

Certification Required

Not Required

0 2 0 1 1 0 5 0

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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

Res 4-213
 APR 13 2011

SCHEDULE A - Dated March 31, 2011, Meeting April 13, 2011

Block	Lot	Tax Year	Taxpayer/ Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
102	1.1	2009	75 Jersey City, LLC	75 Montgomery Street	\$2,471,100	\$2,179,000	\$ 292,100	\$ 17,528.92
102	1.1	2010	75 Jersey City, LLC	75 Montgomery Street	\$2,471,100	\$2,273,000	\$ 198,100	\$ 13,674.84
388	23	2010	352 Fourth Street	Xiang Qin Yi	\$ 205,000	\$ 161,000	\$ 44,000	\$ 3,037.32
582	PL.A	2009	136 Magnolia Avenue	Journal Square Assocs.	\$3,650,000	\$2,650,000	\$1,000,000	\$ 60,010.00
582	PL.A	2010	136 Magnolia Avenue	Journal Square Assocs.	\$3,650,000	\$2,650,000	\$1,000,000	\$ 69,030.00
634	213	2009	55 Skillman Avenue	Earle Realty	\$3,285,300	\$1,461,500	\$1,823,800	\$109,446.23
985	17.C	2009	881 Tonnele Avenue	Govan, LLC	\$1,000,000	\$ 600,000	\$ 400,000	\$ 24,004.00
985	17.C	2010	881 Tonnele Avenue	Govan, LLC	\$1,000,000	\$ 550,000	\$ 450,000	\$ 31,063.50
2101	7.A	2009	1 Amity Street	JMDH Real Estate of JC.	\$2,689,400	\$2,350,000	\$ 339,400	\$ 20,367.39
2101	7.A	2010	1 Amity Street	JMDH Real Estate of JC	\$2,689,400	\$2,400,000	\$ 289,400	\$ 19,977.28
TOTAL								\$368,139.48

**JERSEY CITY LAW DEPARTMENT
MEMORANDUM**

DATE: March 31, 2011
TO: Peter Brennan, Council President, and Members of the City Council
FROM: Eduardo Toloza, Tax Assessor
SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreements

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and the owners of the properties listed on the attached pages. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2009-2010 tax years. The total tax dollar refund for these appeals is \$ 368,139.48.

The largest assessment reduction is given to Journal Square Associates as a two-year settlement for their property on Magnolia Avenue. Various restrictions placed on the development of the property by the seller/easement holder, Verizon, have significantly reduced its value. The next largest assessment reduction is to Earle Realty for its property on Skillman Avenue. The property, now in use as a condominium development, was an apartment building at the assessing date for the 2009 tax year. An evaluation of the income and expenses for that use indicated that the property was vastly over-assessed. A similar analysis yielded similar results for the motel owned by Govan, the warehouse owned by JMDH Real Estate and the office building at 75 Montgomery Street. The reduction in the assessment in the two-family house owned by Xiang Yi was due to a review of sales of comparable properties.

In some of these cases, the assessments had not been appealed for some time; and, in all cases, the equalized value derived from the assessments could not be supported by sales of similar properties because of the level of the ratio.

For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. For the 2009 tax year, the City's ratio of assessed valuation to market value was 25.64%. The ratio is determined by comparing the actual sale prices and the assessments of properties that

have sold during the year prior to the tax year in question . Under Title 54, assessments are valid if they fall within what is called the statutory range (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2009 tax year was 21.79% to 29.49%. Therefore, a valid assessment for the 100,000-square- building would range between \$3,050,600 and \$4,128,600. For 2010, the ratio rose slightly to 26.75%, making the statutory range 22.74% to 30.76%. Consequently, assuming the same market value, a valid assessment for this same property for the 2010 tax year would range between \$3,183,600 and \$4,306,400. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

I recommend these settlements as being in the best interests of the City.

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

City Clerk File No. Res. 11-214

Agenda No. 10.U

Approved: APR 13 2011

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2011-DT-BLA-206 FOR A TOTAL AMOUNT \$500,000 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC SERVICES FOR THE JUNCTION, JERSEY CITY PROJECT NO: 05-008 AND FEDERAL PROJECT NO: STP-C00S (061) CON.

COUNCIL AS A WHOLE OFFERED AND MOVED ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City), Division of Engineering, Traffic and Transportation submitted an application for federal aid provided for under the Federal Aid Transportation Enhancement Program for a non traditional transportation construction project known as The Junction at the intersection of Communipaw Avenue, Grand Street and Summit Avenue, Jersey City Project No: 05-008, Federal Project No: STP-C00S (061) that was screened and found eligible for federal cost reimbursement in the amount of \$500,000; and

WHEREAS, the New Jersey Department of Transportation received federal authorization on March 4, 2011 allowing Jersey City to proceed with advertising and move towards contracting and implementing The Junction, Federal Project No: STP-C00S (061);

WHEREAS, under the terms and conditions of the federal aid agreement the City must execute Cost Reimbursement Agreement No. 2011-DT-BLA-206 in which all such work shall be completed by March 4, 2014 unless the Cost Reimbursement Agreement is terminated or extended by written authorization of the State; and

WHEREAS, the City prepared the plans and specifications, and designated a resident engineer to monitor and inspect all work performed by the contractor who is awarded the construction contract, in addition to controlling the approved budget, administering payment vouchers and submitting compliance/progress reports regarding such transactions to NJDOT for allowable cost reimbursement not to exceed \$500,000; and

WHEREAS, the City agrees to accept responsibility for maintenance of the project after construction is completed.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator and City Clerk are authorized to execute the Cost Reimbursement Agreement No. 2011-DT-BLA-206, which is attached hereto, for The Junction, Jersey City Project No: 05-008, Federal Project No: STP-C00S (061); and

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator are hereby authorized to accept federal funds on behalf of the City of Jersey City from the New Jersey Department of Transportation for The Junction, Jersey City Project No: 05-008, Federal Project No: STP-C00S (061); and

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2011-DT-BLA-206 FOR A TOTAL AMOUNT \$500,000 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC SERVICES FOR THE JUNCTION, JERSEY CITY PROJECT NO: 05-008 AND FEDERAL PROJECT NO: STP-C00S (061) CON.

BE IT FURTHER RESOLVED, that the Mayor or Business Administrator and the City Clerk are hereby authorized to sign the Cost Reimbursement Agreement No: 2011-DT-BLA-206 on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement.

Certified as a true copy of the Resolution adopted by Council,
On this day of , 2011

City Clerk

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Presiding Officer
Jerramiah T. Healy, Mayor of Jersey City

APPROVED: *Lodney Roddy 4/6/11*
APPROVED: *J. Lalor*
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. 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 Resolution Agreement:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A COST REIMBURSEMENT AGREEMENT NO. 2011-DT-BLA-206 FOR A TOTAL AMOUNT \$500,000 WITH THE STATE OF NEW JERSEY, DEPARTMENT OF TRANSPORTATION, DIVISION OF LOCAL AID AND ECONOMIC SERVICES FOR THE JUNCTION, JERSEY CITY PROJECT NO: 05-008 AND FEDERAL PROJECT NO: STP-C00S (061) CON.

2. Name and Title of Person Initiating the Resolution:

Chuck F. Lee, P.E. City Engineer

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

The purpose of this resolution is to enter into a Cost Reimbursement Agreement that will allow the City to submit state payment vouchers for reimbursement of construction costs not to exceed \$500,000 performed by the contractor awarded THE JUNCTION, JERSEY CITY PROJECT NO: 05-008 AND FEDERAL PROJECT NO: STP-C00S (061) CON.

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

In 2004 the City applied and was awarded a federal grant for the creation of a streetscape plan at The Junction, identified as a major transportation HUB and area in need of improvement. This triangular area formed by Communipaw Avenue, Grand Street and Summit where the streets are currently in poor condition with deteriorating curbs, sidewalks, broken asphalt pavement, and lack of traffic stripping and traffic signs. The pedestrian safety improvements shall consist of the replacement of all existing curb with colored concrete curb and existing concrete sidewalk with a combination of brick pavers and colored concrete. Handicapped ramps with detectable warning services will be constructed to meet ADA requirements. It will also include street furniture and granite cobble stone pavers and steps, and replacement of catch basin castings with bicycle safe grates and new traffic stripping and pedestrian crosswalks.

5. Anticipated Benefits to the Community:

The Junction Improvement project will improve pedestrian and vehicular traffic flow and safety, improve aesthetics and encourage use of public transportation, and promote community and future redevelopment.

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

\$500,000 Total Eligibility under the NJDOT Cost Reimbursement Agreement No: 2011-DT-BLA-206: Other source of funding includes JCEDC 2008 UEZ Grant for \$833,795. The total estimate for The Junction will be \$1,333,795.

7. Date Proposed Program or Project will Commence:

Construction scheduled to begin July 1, 2011
Effective Date of Cost Reimbursement Agreement March 4, 2011.

8. Anticipated Completion Date:

COJC Contract specifies 300 calendar days. The NJDOT Cost Reimbursement Agreement Date for Completion is March 2, 2014.

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

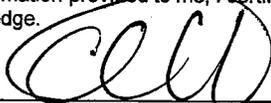
Chuck F. Lee, P.E.
NAME

201-547-4411
TELEPHONE

EVENING

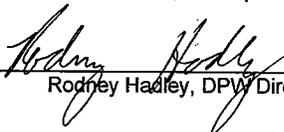
10. Additional Comments:

Based on the information provided to me, I certify that all the Facts Presented Herein is Accurate to the best of my knowledge.



Chuck F. Lee, Municipal Engineer

4/6/11
Date



Rodney Hadley, DPW Director

4/6/11
Date

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

City Clerk File No. Res. 11-215

Agenda No. 10.V

Approved: APR 13 2011

TITLE:



RESOLUTION AUTHORIZING THE SETTLEMENT OF CLAIMS BY ROXY URBAN RENEWAL COMPANY, LLC ARISING FROM THE CITY OF JERSEY CITY'S LEASE OF 201 CORNELISON AVENUE

**COUNCIL
Resolution:**

offered the moved adoption of the following

WHEREAS, the City of Jersey City was the owner of certain property known as the Medical center Complex, which included the property located at 201 Cornelison Avenue; and

WHEREAS, the City has long used 201 Cornelison Avenue for the administrative offices, especially the Department of Health and Human Resources; and

WHEREAS, although the City sold the Medical Center Complex to the Jersey City Redevelopment Agency which in turn, sold it to the redeveloper by Deed dated May 13, 2005, the City continued to use and occupy 201 Cornelison Avenue under a one dollar a year lease with the redeveloper; and

WHEREAS, in 2009 that the redeveloper, now, the Roxy Urban Renewal Company, LLC (Roxy), advised that the City would have to vacate the premises or execute a lease with market rate consideration; and

WHEREAS, as authorized by the adoption of Ordinance 09-056 on May 21, 2009, the City executed a 5 year triple net lease for the ground floor and floors one through four at 201 Cornelison Avenue; and

WHEREAS, the lease commenced January 1, 2009, and provided for an annual rent of \$554,474 or \$45,372 a month, with annual escalators, plus utility costs, and a pro-rata share of real estate taxes; and

WHEREAS, under the lease, the City had the right to terminate the lease by providing the landlord with 12 month written notice; and

WHEREAS, on December 28, 2010, a flood occurred which caused extensive damage to 201 Cornelison Avenue and rendered it at least temporarily uninhabitable by the City; and

WHEREAS, by letter dated December 29, 2010, the Roxy informed the City that the property was "not fit for occupancy" as a result of the water damage; and

WHEREAS, upon receipt of the letter, the City relocated its offices to Martin Luther King Drive and 1 Journal Square Plaza and sent a 12 month notice, with an effective termination date of December 31, 2011; and

WHEREAS, the Roxy advised that it could repair the property and allow the City's return by March 31st and therefore, demanded payment of nine (9) months of rent; and

WHEREAS, the Roxy also claimed damages arising from the flood which the landlord alleged was caused by the negligence of the City; and

WHEREAS, the Roxy also claimed damages, including vandalism and theft, that the landlord alleged occurred during the City's move from the premises; and

0 2 0 1 1 0 5 7

City Clerk File No. Res. 11-215

Agenda No. 10.V. APR 13 2011

TITLE:

RESOLUTION AUTHORIZING THE SETTLEMENT OF CLAIMS BY ROXY URBAN RENEWAL COMPANY, LLC ARISING FROM THE CITY OF JERSEY CITY'S LEASE OF 201 CORNELISON AVENUE

WHEREAS, as the result of negotiations between the parties, it was agreed that the City would pay the landlord the equivalent of 7 months rent to resolve all matters and that the parties would exchange general releases excepting only any claims arising from an ongoing investigation by OSHA; and

WHEREAS, it is in the best interests of the City of Jersey City to pay the sum of \$~~336,952~~ in full settlement of all claims for rent and any damages arising from its tenancy at, or move from, 201 Cornelison Avenue; and

WHEREAS, there are funds available in the amount of \$~~336,952~~ in account No. 01-201-31-432-304.

NOW WHERE FORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. All claims of Roxy Urban Renewal Company, LLC, arising from the City's tenancy at, and move from, 201 Cornelison Avenue is hereby settled for the sum of \$~~336,952~~, subject to the exchange of mutual general releases between the parties, excepting only any claims arising from the ongoing investigation by OSHA.

2. The Mayor or Business Administrator is authorized the execute any documents, including a settlement agreement and release, that the Corporation Counsel deems are appropriate or necessary to effectuate the purposes of the within resolution.

P.O. # 102868
\$ 336,952.00

JM/he
4/04/11

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required
Not Required

APPROVED 8-1
4/13/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/13/11											
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

Law Department
280 Grove Street
Jersey City, N.J. 07302

Fax (201) 547-5230
(201) 547-5229

April 6, 2011

President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

Re: Resolution Approving The Settlement Regarding The Claims Between Roxy Urban Renewal Company LLC and the City of Jersey City Arising from the City's Lease at 201 Cornelison Avenue, Jersey City, NJ

Dear Council President and Members:

The purpose of this letter is to explain the above resolution. The purpose of the resolution is to resolve all claims between the City of Jersey City (City) and the Roxy Urban Renewal Company, LLC. (Roxy) arising from the City's lease of and move from, 201 Cornelison Avenue. The settlement will require the City to pay Roxy the sum of \$333,952 and the parties to exchange general releases. The only exception to the release will be claims, if any, that may arise as the result an ongoing investigation at 201 Cornelison by OSHA.

For decades, the City of Jersey City occupied 201 Cornelison Avenue for the administrative offices at the Department of Health and Human Services (Department), a property it owned. After the Jersey City Medical Center vacated the Complex and moved to the new facility on Grand Street, the City continued to occupy 201 Cornelison Avenue. In 2005, even after the City conveyed title to the Jersey City Redevelopment Agency and then the JCRA conveyed to the Roxy, the City never moved. In fact, Roxy allowed the City to remain in occupancy free of charge.

However, in 2009, Roxy insisted that the City either vacate the property or pay fair market rent. As the result, on January 1, 2009, the City entered into a five- year triple net lease agreement with the Roxy. The annual rent is \$554,474 or \$45,372 per month for the first year

with 3% percent increments each year thereafter, plus the payment of utility costs and a pro-rata share of taxes. Under the lease, the City had the right to terminate the lease by providing the landlord with 12 months written notice.

On December 28, 2010, a substantial water leak occurred at the building which caused severe flooding and damage to the building. On December 29, 2010, the Roxy informed the City in writing that the "building was not fit for occupancy." On December 29, 2010, the City invoked its right to terminate the lease effective on December 31, 2011. The City also vacated the building and relocated the offices to the HUB located at Martin Luther King Drive and 1 Journal Square.

Thereafter, the attorney for the Roxy informed the City that the City would still be required under the lease to pay rent to the Roxy until the termination date of December 31, 2011. Because repairs to the premises would not be completed until March 31, 2011, the Roxy demanded nine (9) months of rent or \$433,244. The Roxy also claimed that additional damage was done to the building during the City's move, including theft and vandalism and demanded compensation for those damages.

As the result of negotiations between the parties, the City offered to pay the Roxy the sum of \$333,952, immediately terminate the lease and exchange general releases excepting only claims, if any, that result from the OSHA investigation. The Roxy has agreed to accept the City's offer.

In my opinion, it is in the best interests of the City to settle all claims on the above terms.

Very truly yours,

WILLIAM C. MATSIKLOUDIS
CORPORATION COUNSEL


JOANNE MONAHAN
First Asst. Corporation Counsel

JM/cw/he

cc: William C. Matsikoudis, Corporation Counsel
John Kelly, Business Administrator
Dominick Pandolfo, Asst. Business Administrator
Robert Byrne, City Clerk
Darice Toon, Director, Community Development

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

City Clerk File No. Res. 11-216

Agenda No. 10.W

Approved: APR 13 2011



TITLE: RESOLUTION AUTHORIZING JERSEY CITY FIRST RESPONDERS TO PARTICIPATE IN THE STATE-WIDE FIRST RESPONDER IDENTIFICATION CARD PROGRAM

WHEREAS, the City of Jersey City was designated recipient of Urban Area Security Initiative (UASI) Funding in Federal Fiscal years 2007 and 2008, and

WHEREAS, the Federal funding is administered through the New Jersey Office of Homeland Security and Preparedness (OHSP) to the Jersey City Office of Emergency Management and Homeland Security, and

WHEREAS, the Director of the Jersey City Office of Emergency Management and Homeland Security as a member of the UASI Executive Board under the direction of the Mayor formulates and approves a spending plan directed to the City of Jersey City that is consistent with the rules and parameters of the specific grant and submits the spending plan to the New Jersey Office of Homeland Security and Preparedness (OHSP), and

WHEREAS, the Jersey City Office of Emergency Management and Homeland Security recognized that there is no current standardized identification card for first responders within the County of Hudson, and

WHEREAS, the City of Jersey City wishes to participate in this program for a secure, easily recognizable identification card for first responders, and

WHEREAS, the New Jersey First Responder Identification Card will display the Jersey City emergency services seal and the emergency services name, and the bearer's distinct qualifications, and

WHEREAS, Participation in this program is at no cost to the City of Jersey City, and

WHEREAS, this body supports a secure, and easy-to-read identification card for our emergency services to employ,

NOW, THEREFORE BE IT RESOLVED, by the Mayor Municipal Council of the City of Jersey City, County of Hudson, New Jersey that the Jersey City Office of Emergency Management and Homeland Security be and is hereby authorized to participate in this program;

BE IT FURTHER RESOLVED, that the Director of the Office of Emergency Management and Homeland Security is hereby authorized and directed to undertake the necessary municipal requirements and provide the necessary data and information to the County of Hudson where it will be stored on a secured server to insure participation in this program.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0
4/13/11

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, President of Council



 Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-217

Agenda No. 10.X

Approved: APR 13 2011



TITLE: **RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON MARCH 29, 2011 FOR A CONTRACT KNOWN AS MUNICIPAL COURT - EXTERIOR REPAIRS PROJECT NO. 2008-018**

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract known as Municipal Court - Exterior Repairs, Project No. 2008-018; and

WHEREAS, on March 29, 2011, the City of Jersey City (City) received six (6) bids which were:

APS Contracting	\$245,750.00
A-1 Construction	\$253,286.00
Gem-Quality	\$260,358.00
Tec-Con	\$270,600.00
Jacob's	\$342,000.00
Green Construction	\$407,500.00

WHEREAS, N.J.S.A. 40A:11-13.2 (d) authorize the rejection of all bids if City desires to substantially revise bid specifications;

WHEREAS, due to the omission of the Traffic Control Section in the specifications which would cause a substantial Change Order; in the best interest of the City, the Director of the Department of Public Works in conjunction with the City's Chief Landscape Architect recommend that all bids be rejected and the contract be rebid using a revised bid specification; and

NOW THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that because of the reason stated above which are incorporated herein, all bids received by the City on March 29, 2011 for a contract known as Municipal Court - Exterior Repairs, Project No. 2008-018 are rejected and the Purchasing Agent is authorized to rebid the contract using a revised bid specification prepared by the Division;

ab

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 4/13/11											
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. 11-218
 Agenda No. 10.Y
 Approved: APR 13 2011



TITLE: RESOLUTION ENDORSING PPG'S TREATMENT WORKS APPROVAL APPLICATION FOR PPG SITE 114, 880-900 GARFIELD AVENUE, BLOCKS 2026.1, LOTS 1 & 3A; 2A, 4A & 3B

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City, PPG, and the New Jersey Department of Environmental Protection (DEP) have entered into a settlement that calls for the remediation of chromium contamination at various sites throughout Jersey City, in which PPG has been identified as a responsible party;

WHEREAS, as part of the remediation process certain permits will have to be obtained by PPG from the DEP before work can commence;

WHEREAS, On April 15, 2010, AECOM, on behalf of PPG, sent an application for General Industrial Treatment Works Approval to the DEP for approval to utilize seven (7) 21,000-gallon holding tanks to collect groundwater from dewatering activities during excavation, storm water that contacts and accumulates within the excavation trenches, and washdown water utilized for construction vehicles. This water will be disposed of off site at a rate greater than 8,000 gallons per day; and

WHEREAS, this application includes Statements of Consent Form WQM-003, the consent by the Governing Body is necessary to confirm that this project as proposed conforms with the requirements of all municipal ordinances.

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

1. The Treatment Works Approval Application submitted by AECOM, on behalf of PPG, to the DEP meets with the consent of the Governing Body of the City of Jersey City.

WM/igp
4/6/11

APPROVED: _____
 APPROVED: *Michael*
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

APPROVED 9-0
4/13/11

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
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



AECOM
 30 Knightsbridge Road
 Piscataway, New Jersey
 www.aecom.com

732 564 3600 tel
 732 369 0122 fax

March 15, 2011

Via Registered Certified Mail

Robert Byrne, RMC, City Clerk
 City of Jersey City
 Office of the City Clerk
 280 Grove Street
 Jersey City, NJ 07302
 Telephone: (201) 547-5150

**Subject: Request for Endorsement Treatment Works Approval Application
 PPG Site 114, 880-900 Garfield Avenue
 Blocks 2026.A; 2026.1, Lots 1 & 3A; 2A, 4A & 3B
 Jersey City, Hudson County, New Jersey**

RECEIVED
 2011 MAR 16 P 2:56
 CITY CLERK'S OFFICE
 JERSEY CITY, N.J.

Dear Mr. Byrne:

On behalf of PPG Industries, Inc., AECOM is requesting endorsement from the City of Jersey City of our application for a Treatment Works Approval (TWA) for the above referenced site. A copy of the TWA application and the State of New Jersey Department of Environmental Protection (NJDEP) Statements of Consent Form WQM-003 are included to assist you in your endorsement. Please provide your consent on the attached Form WQM0-003 at A-1 (Consent by Governing Body) and return to:

Hue Quan, P.E.
 AECOM
 30 Knightsbridge Road, Suite 520
 Piscataway, NJ 08854

The completed Statement of Consent will be incorporated into the complete TWA permit application package and submitted to NJDEP.

Description of Proposed Treatment Works

The Treatment Works Approval application is being submitted as required for holding tanks used to store construction water that will be disposed of off-site at a rate greater than 8,000 gallons per day. Two 245,700-gallon modular holding tanks are proposed for the remediation project. The holding tanks will temporarily contain construction water (groundwater from dewatering activities during excavation, storm water that contacts and accumulates within the excavation trenches, and washdown water utilized for construction vehicles). It is anticipated that each of the tanks will be a double lined-single walled tank with interstitial monitoring with a floating or fixed cover.

RECEIVED
 2011 MAR 30 PM 3:43
 CITY OF JERSEY CITY
 LAW DEPARTMENT

To enhance and sustain the world's built, natural and social environments

The stored construction water is proposed to be transported to one of three receiving facilities (DuPont, Envirite or Passaic Valley Sewerage Commission) via tanker. The DuPont Secure Environmental Treatment facility is located in Deepwater, New Jersey. The Envirite facility is located in York, Pennsylvania. The Passaic Valley Sewerage Commission is located in Newark, New Jersey. The receiving facility will be determined by the concentrations of pollutants, particularly hexavalent chromium, in the water as determined via laboratory analysis. The concentrations are expected to fluctuate through the remediation period.

Written comments regarding the TWA application can be sent to the following address:

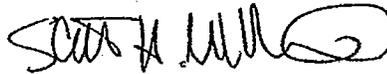
New Jersey Department of Environmental Protection
Bureau of Financing and Construction Permits
401 East State Street
3rd Floor West Wing
P.O. Box 425
Trenton, New Jersey 08625-0425

If you have any further questions or require additional information, please contact the undersigned.

Yours sincerely,



Hue Quan, P.E.
Project Engineer
Hue.Quan@aecom.com



Scott H. Mikaelian, P.E.
Program Manager
Scott.Mikaelian@aecom.com

Attachments: TWA Application and Form WQM0-003

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

City Clerk File No. Res. 11-219

Agenda No. 10.Z

Approved: APR 13 2011

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES FOR SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREETS MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 09-151 , approved on March 11, 2009, awarded a one-year contract in the amount of \$52,070.00 to Access Control Technologies for Security Maintenance for the City of Jersey City (City), Department of Public Works/Division of Buildings and Streets Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms, with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics ; and

WHEREAS, resolution No. 10-147, approved on March 10, 2010, the City exercised the first option in the amount of \$53,267.61; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the final option and renew the contract for an additional one-year period effective as of March 01,2011 and ending February 28,2012; and

WHEREAS, the total cost of the contract renewal is **Fifty Four Thousand, One Hundred and Nineteen Dollars and Eighty Nine Cents (\$54,119.89)**; and

WHEREAS, funds in the amount of **\$10,000.00** are available in Account No. 11-01-201-26-291-311.

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 Access Control Technologies for Security Maintenance for the Department of Public Works/Division of Buildings and Streets Maintenance;
- 2) The renewal contract is for a one-year period effective as of March 01, 2011, and the total cost of the contract shall not exceed **\$54,119.89**;
- 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.

(Continued on Page 2)

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES FOR SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREETS MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 11-01-201-26-291-311 for payment of the above resolution.

Requisition # 0153914

Purchase Order # 102814

Temp.Encumbrancy \$10,000.00

RWH/sb
March 23, 2011

APPROVED: [Signature] 3/23/11 APPROVED AS TO LEGAL FORM
Rodney W. Hatley, Director, Department of Public Works

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

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/13/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
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 authorizing a renewal with Access Control Technologies for Security Maintenance for the Department of Public Works, Division of Buildings and Streets 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 Buildings and Streets Maintenance.

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

Resolution for security maintenance for the Department of Public Works, Division of Buildings and Streets Maintenance.

4. Reasons (need) for the proposed program, project, etc.:

For security maintenance for the Department of Public Works, Division of Buildings and Streets Maintenance.

5. Anticipated benefits to the community:

For security maintenance of heavy of various owned City buildings for the Department of Public Works, Division of Buildings and Streets 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 fifty four thousand, one hundred and nineteen and eighty nine cents (\$54,119.89).

7. Date the proposed program, or project will commence:

Upon adoption by The Jersey City Municipal Council.

8. Anticipated completion date:

February 28, 2012.

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

John McGrath, Director, Division of Buildings and Streets Maintenance, Department of Public Works.

10. Additional comments:

Resolution proposed at the recommendation of the Director of Buildings and Streets 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

3/28/11

Date

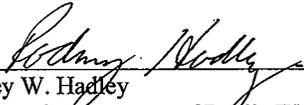
CERTIFICATION OF RODNEY W. HADLEY

I, Rodney W. Hadley, of full age, hereby certifies as follows:

1. I am the Director of the Department of Public Works for the City of Jersey City.
2. The Department of Public Works, Division of Buildings and Streets Maintenance is authorizing a renewal with Access Control Technologies for security maintenance for the Department of Public Works, Division of Buildings and Streets Maintenance.
3. The total funds requested for this purpose is \$54,119.89.
4. The funds are available in Account No. **11-01-201-26-291-311**.
5. I certify that the foregoing statements are true. I am aware that if any of the forgoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: _____

3/28/11



Rodney W. Hadley

Director of Department of Public Works

CITY OF JERSEY CITY

Requisition #

0153914

Assigned PO #

102814

Requisition

Vendor
ACCESS CONTROL TECHNOLOGIES
429 GETTY AVENUE
CLIFTON NJ 07011

Dept. Bill To
BUILDING & STREET MAINTENANCE
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

Dept. Ship To
575 ROUTE 440
ROOM 127
JERSEY CITY NJ 07305

AC005640

Contact Info
JOHN MCGRATH, DIRECTOR
2015474432

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	RENEWING CONTRACT : FOR SECURITY MAINTENANCE	01-201-26-291-311	10,000.00	10,000.00

*** EXERCISING FINAL OPTION TO RENEW ***

TOTAL CONTRACT AMOUNT = \$54,119.89
TEMP. ENCUMBRANCY = \$10,000.00
DURATION OF CONTRACT = 03/01/01 TO 02/28/12

ORIGINAL PO 95340, DATED 03/11/09, RESO # 09-151

1ST RENEWAL- PO 99344, DATED 03/10/10, RESO 10-147

PARTIAL PAYMENT VOUCHERS

Requisition Total 10,000.00

Req. Date: 03/28/2011

Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

Silvina Baynault
03/28/11

This Is Not A Purchase Order

Silendra Bajnauth

From: Raymond Reddington
Sent: Friday, March 25, 2011 4:42 PM
To: Silendra Bajnauth
Cc: John McGrath; Rodney Hadley; Tricia Williams
Subject: RE: Access Control

Resolution is okay.

NOTICE: The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any review, use, transmission, conversion to hard copy, dissemination, distribution, or copying of this message, or any attachments, is strictly prohibited. If you have received this message in error, please notify the original sender by email or telephone (201) 547-5229 and immediately delete this message, along with any attachments, from your computer. Thank you.

From: Silendra Bajnauth
Sent: Wednesday, March 23, 2011 2:11 PM
To: Raymond Reddington
Cc: John McGrath; Rodney Hadley; Tricia Williams
Subject: Access Control

Mr. Reddington,
How are you?

Please see attached for a renewal resolution for Access Control. Can you be so kind and review and advice of any changes?

Thanks

Silendra Bajnauth
Fiscal Officer
City of Jersey City
Department of Public Works
575 Route 440
Jersey City, NJ 07305

bajnauths@icnj.org
T : (201)547-4405
F : (201)547-5264

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

City Clerk File No. Res. 10-147

Agenda No. 10.R

Approved: MAR 10 2010

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES FOR SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREETS MAINTENANCE

COUNCIL
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, Resolution No. 09-151 approved on March 11, 2009, awarded a one-year contract in the amount of \$52,070.00 to Access Control Technologies for security maintenance for Department of Public Works/Division of Buildings and Streets Maintenance; and

WHEREAS, the bid specifications provided the City of Jersey City (City) with the option to renew the contract for up to two (2) additional one year terms, with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of January 2009 to January 2010; and

WHEREAS, the contractor has been performing the services in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the first option and renew the contract for an additional one-year period effective as of March 1, 2010 and ending February 28, 2011; and

WHEREAS, the total cost of the contract renewal is \$53,267.61; and

WHEREAS, funds in the amount of \$10,000.00 are available in Account No. 10-01-201-26-291-311.

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 agreement with Access Control Technologies for security maintenance for the Department of Public Works/Division of Buildings and Streets Maintenance;
- 2) The renewal contract is for a one-year period effective as March 1, 2010 and the total cost of the contract shall not exceed \$53,267.61;
- 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 2010 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget and in the subsequent fiscal 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.
3/4/10

(Continued on Page 2)

City Clerk File No. Res. 10-147

Agenda No. 10.R

TITLE: **MAR 1 0 2010**

RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH ACCESS CONTROL TECHNOLOGIES FOR SECURITY MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREETS MAINTENANCE

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-26-291-311 for payment of the above resolution.

Requisition # 0149370

Purchase Order # 99344

Temp. Encumbrancy \$10,000.00

RWH/sb
February 09, 2010

APPROVED: *Richard W. Hickey* APPROVED AS TO LEGAL FORM
Richard W. Hickey, Director, Department of Public Works
APPROVED: *B. O. Kelly* _____
Business Administrator Comptroller General

Certification Required
Not Required

APPROVED **8-0**

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	✓		
DONNELLY	✓			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.

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

Robert Byrne
Robert Byrne, City Clerk

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF BUILDINGS & STREET MAINTENANCE

JOHN Mc GRATH
DIRECTOR OF BUILDINGS & STREET

JERRAMIAH HEALY MAYOR

RODNEY HADLEY
DEPARTMENT OF PUBLIC WORKS

February 22, 2011

Mr. Tom Stewart , Service Manager
429 Getty Avenue
Clifton, New Jersey 07011
Access Control Technologies



SUBJECT: Security Maintenance
For: 365 Summit Ave. (Municipal Court) & 140 M.L.K. Dr. (Community Center)
Re: Final Renewal

Dear Mr. Stewart:

Your present maintenance contract to service the security system, cameras, & intercom system within the City of Jersey City is due to expire on February 26, 2011. The provisions of your contract allow the City to renew the contract for 2-one year terms and provides for a price adjustment based on the Consumer Price Index (CPI). This will be the final renewal of your contract.

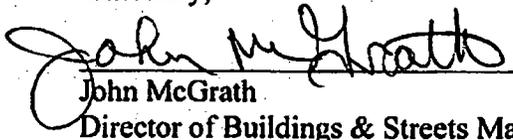
In accordance with my secretary's conversation with you today, we have requested that the Director of Purchasing renew your contract to cover the period March 1, 2011 to February 29, 2012. We contacted the Bureau of Labor Statistics (202-691-5200) and were informed that over the past year from January 2010 to January 2011 the CPI was 1.6%. Your contract price for last year was \$53,267.61. This amount will be will be adjusted upwards by 1.6% (\$852.28) for a total new contract amount of \$54,119.90.⁸⁷

Please confirm these renewal terms in writing.

Also, attached are EEO/Affirmative Action forms which need to be filled out and returned along with your confirmation letter.

Should you have any questions, please feel free to give me a call.

Sincerely,


John McGrath

Director of Buildings & Streets Maintenance

tj
c: Rodney Hadley, DPW Director
Silendra Bajjnauth, Fiscal Officer



March 23, 2011

City of Jersey City
Department of Public Work
Division of City and Streets
575 Rt.440
Jersey City, NJ 07305
Attention: John McGrath

Dear John McGrath:

ACT is in receipt of your letter dated February 28,2011 regarding the renewal of the maintenance contract on the access control system in your facility.

Act accepts the automatic increase and renewal for the term of 3/1/2011- 2/29/2011 in the amount of \$54,119.90 which represents a increase of 1.6% (\$852.29).

Your new monthly invoice will be \$4,509.99. Should you have any questions, please do not hesitate to contact me at 973-689-0479

Sincerely,

Thomas Stewart
Service Manager

EXHIBIT A (Cont)

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 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, 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 service contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
 Certification 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 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 Service and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required form 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): _____

Thomas Stewart Service Mgr
 Representative's Signature: _____

Name of Company: Access Control Technologies Inc.

Tel. No.: 973-689-0450 Date: 3/1/11

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 damage 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 it 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): Thomas Hunt Service Manager
Representative's Signature: Thomas Hunt
Name of Company: Access Controls Technologies, Inc.
Tel. No.: 973 689 0450 Date: 3/11/11

**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 : Access Control Technologies Inc
Address : 429 Getty Ave, Cliffton, NJ 07011
Telephone No. : 973-689-0450
Contact Name : Thomas Hunt Service Mgr

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.

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 : ACCESS Control Technologies, Inc
Address : 429 Getty Ave. Clifton, NJ 07011
Telephone No. : 973 689 - 0450
Contact Name : Thomas Stunt

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.

DIVISION OF EQUAL OPPORTUNITY COPY

15022

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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



ACCESS CONTROL TECHNOLOGIES
429 GETTY AVENUE
CLIFTON

NJ 07011



Bradley Abelan

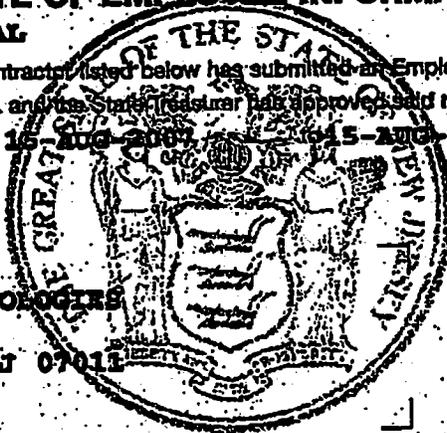
State Treasurer

Certification 15022

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-AUG-2007~~ ~~15-AUG-2014~~



ACCESS CONTROL TECHNOLOGIES
429 GETTY AVENUE
CLIFTON

NJ 07011



Michael Was

Acting State Treasurer

03/16/04

Taxpayer Identification# 223-012-469/000

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 (Public Law 2001, c. 134), requires all contractors and subcontractors with State 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, call the Small Business Registration Hotline at (609) 292-7200.

With your continued success in your business endeavors,

Sincerely,



John S. Kelly, CPA
Assistant Director

STATE OF NEW JERSEY		DEPARTMENT OF TREASURY, DIVISION OF REVENUE PO BOX 280 TRENTON, NJ 08646-0280
BUSINESS REGISTRATION CERTIFICATE		
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		
TAXPAYER NAME:	TRADE NAME:	
ACCESS CONTROL TECHNOLOGIES INC.		
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
223-012-469/000	038050	
ADDRESS:	ISSUANCE DATE:	
429 GETTY AVE CLIFTON NJ 07013	03/16/04	
EFFECTIVE DATE:		
12/05/89		
FORM-BRC(08-01)	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ACCESS CONTROL TECHNOLOGIES INC.
Trade Name:	
Address:	429 GETTY AVE CLIFTON, NJ 07011
Certificate Number:	0078050
Effective Date:	January 22, 1990
Date of Issuance:	March 23, 2011

For Office Use Only:
20110323122106196

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

City Clerk File No. Res. 11-220
Agenda No. 10.Z.1
Approved: APR 13 2011
TITLE:



**RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO
CAMP, DRESSER & MCKEE, INC. TO SERVE AS AN EXPERT IN THE
LITIGATION OF CITY OF JERSEY CITY V. RELIABLE PAPER RECYCLING, INC.**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City filed suit against Reliable Paper Recycling, Inc. in Superior Court of New Jersey alleging defendant's business has caused and continues to cause the emission of trace amounts of substances created by the decomposition of woody materials creating and/or discharging into the air, vile, obnoxious, nauseating and/or noxious odors; and

WHEREAS, the City of Jersey City will require the services of an expert to assist the City of Jersey City in understanding the cause, magnitude and potential mitigation measures at Reliable Recycling; and

WHEREAS, Camp, Dresser & McKee, is qualified to perform these services and will provide these services at the hourly rates ranging from \$84.42 to \$190.59, including expenses, for a total sum not to exceed \$17,452; 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 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, Camp, Dresser & McKee has completed and submitted a Business Entity Disclosure Certification which certifies that Camp, Dresser & McKee has not made any reportable contributions to political or candidate committees in the previous one year which would preclude or disqualify Camp, Dresser & McKee from being awarded this contract, and that the contract will prohibit Camp, Dresser & McKee from making any reportable disqualifying contributions during the term of the contract; and

WHEREAS, Camp, Dresser & McKee has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Camp, Dresser & McKee 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 \$17,452 are available for the cost of these services from the PPG Environmental Trust Fund Account No.04-226-55-000-034.

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

1. An agreement is awarded to Camp, Dresser & McKee to consult with and to provide advice to Jersey City in understanding the cause, magnitude, and potential mitigation measures and to develop enforceable orders while allowing the facility to continue its operation, for a total amount not to exceed \$17,452.;

0 2 0 1 1 0 5 2

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO CAMP, DRESSER & MCKEE, INC. TO SERVE AS AN EXPERT IN THE LITIGATION OF CITY OF JERSEY CITY V. RELIABLE PAPER RECYCLING, INC.

2. 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.

*J.A.
4/4/11*

3. 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.

4. 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.

5. 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.

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, 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 hereby certify that there are sufficient funds available in Account No.: 04-226-55-000-034 for payment of this resolution. *PO 102815*

Donna Mauer

Donna Mauer, Chief Financial Officer

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											
4/13/11											
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



110 Fieldcrest Avenue, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax: +1 732 225-7851

March 25, 2011

Mr. William C. Matsikoudis
Corporation Counsel
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

By E-mail only

Subject: Jersey City, New Jersey - Wood Recycling Facility Odor Study

Dear Mr. Matsikoudis:

Attached please find a copy of our proposed scope of work and budget for the subject Professional Services. We are prepared to begin work immediately upon your written authorization.

We look forward to working with you.

Should you have any questions please call me at 732-225-7000.

Very truly yours,

Robert A. Pennington, P.E., BCEE
Associate
Camp Dresser & McKee Inc.

Attachment: Scope of Work (4 pages)

cc: M. Gould, CDM

Document code





Scope of Work

Addressing Wood Waste Processing Odor Issue - Jersey City, New Jersey

1. Objective

The objective will be to assist the City of Jersey City legal department in understanding the cause, magnitude, and potential mitigation measures for odor emissions at Reliable Recycling. This understanding will be used to develop enforceable and realistic orders to address the odor impacts, while allowing the facility to continue to operate, given the surrounding land uses. Another objective is to develop quantitative odor emission standards that can be monitored for enforcement.

2. Scope of Work

The following scope of work is a sequence of tasks, each of which will result in a memorandum summarizing findings and describing the objective and procedure for the next task.

Task 1.

CDM will meet with Jersey City staff persons to learn of the history of the odor problem, complaint record, and legal and enforcement measures taken to-date. CDM will also conduct a site visit and meet with the operator to observe and obtain an understanding of the activities on site and identify locations where odor complaints occur. Among factors to be assessed will be auto-heating of stockpiles, nature of feedstocks, aggressive material handling processes such as grinding and screening, hours of operation, proximity of odorous processes to sensitive property lines, and housekeeping.

The task memorandum will summarize the history of the odor complaint issue, and apparent causes of odor emissions from the site. The memo will offer a preliminary assessment as to whether there are realistic measures that can mitigate off-site odor impacts in this location.

Task 2

Immediately following the initial meeting and site visit, CDM will conduct emissions sampling from each unit process on site using a variety of methods developed for the composting industry. Sampling will be conducted using an isolation flux chamber to determine the mass flow rate from each source and activity. Samples for odor analysis will be collected in Tedlar bags using a vacuum chamber and will be sent to St. Croix



Sensory, Inc to be analyzed for odor concentration. Odor concentration is expressed as dilutions to threshold (D/T). For example, a sample with a concentration of 1,000 D/T would be at the threshold of detection by the 50 percent of typical people if diluted with 1,000 equal volumes of odor-free air. Samples for volatile organic compounds (VOCs) will be collected in Summa canisters and sent to Columbia Analytical Services, Inc for analysis using EPA Method TO-15.

The task memorandum will identify the significant sources of odor and air pollution emissions and realistic potential for mitigation.

Task 3

In order to determine the odor emission rate target that would avoid most odor complaints, the emissions data from Task 2 will be entered into the AERMOD atmospheric dispersion model to predict off-site odor concentrations at each point on a receptor grid under a full range of meteorological conditions. The model output is a Google Earth base map of the site and surrounding neighborhoods with contour lines showing the highest odor concentration at each point on the grid. An example is attached to this proposal.

Task 4.

A final report will be submitted summarizing all findings and recommending an enforceable odor emissions rate standard for each major process on site.

3. Staffing

Work will be conducted from CDM's offices in Edison, NJ and Cambridge, MA.

Robert Pennington, P.E., BCEE (Edison office) will be the City's primary contact with CDM for negotiation of the professional services agreement and will ensure that all the necessary resources are made available to the project.

Mark Gould, P.E., BCEE (Cambridge office) is CDM's nation-wide group leader for odor control projects. He will be responsible for Tasks 1 site observations and for Task 3 sampling activities. He will be the primary author of the task memoranda (Task 4).

Adam Shalapin (Cambridge office) will complete the atmospheric dispersion modeling. Modeling will be reviewed by Gwen Pelletier, senior air quality specialist.

Disha Shah (Hartford, CT office) is a specialist in NJ air pollution control regulations and will also assist in field work.



4. Fee Estimate

The following table indicates the labor and expenses for each task and the total fee.

	Labor	Equipment and Supplies	Travel/Lab Expenses	Task Total
Task 1: Meeting and Site Visit	\$ 5,314		\$ 870	\$ 6,184
Task 2: Field Investigations	\$ 1,188	\$ 1,045	\$ 1,620	\$ 3,853
Task 3: Modeling	\$ 3,081			\$ 3,081
Task 4: Report	\$ 4,334			\$ 4,334
Totals	\$ 13,917	\$ 1,045	\$ 2,490	\$ 17,452

Services will be provided on a hourly rate basis. We propose to provide services and bill those services at each employee's actually take home salary rate times a multiplier of 3.0 to cover benefits, overhead and profit. For litigation support services the multiplier is 3.25. The use of this approach as opposed to a flat rate for a labor category assures the City gets the true value for what it is paying. Other direct costs and outside consultants will be billed at actual cost. Millage for necessary travel will be billed at the U.S. General Services Administration mileage reimbursement rate (presently \$0.51 per mile).

5. Schedule

The schedule will depend on whether tasks are all authorized at the initial execution of the agreement, or if tasks are authorized in sequence. If all tasks are authorized from the beginning, the project will proceed according to the following schedule:

Task 1	3 weeks
Task 2	Simultaneous with Task 1
Tasks 3 and 4	10 weeks

6. Litigation Support Services

This scope of work is for consulting services. As an alternative approach or additional scope of service CDM could provide litigation support. Mark Gould has served as expert

CDM

This scope of work is for consulting services. As an alternative approach or additional scope of service CDM could provide litigation support. Mark Gould has served as expert witness in a number of composting facility-related cases. The budget for litigation support services is typically on a time and expense basis.

Mark Gould, P.E., BCEE

Senior Environmental Engineer

Education

M.S. – Environmental
Engineering, Northeastern
University, 1980

B.S. – Electrical Engineering,
Cornell University, 1967

Mr. Gould is CDM discipline leader for odor control projects. He has extensive experience in the field of odor and volatile organic compound (VOC) emission controls for wastewater treatment facilities, biosolids and solid waste composting facilities, and industrial processes spanning the full range of services, including planning, permitting, design, monitoring, and operations.

Field Director: City of Austin, TX. 2009-present. The City of Austin operates the Hornsby Bend Biosolids Processing Facility, which includes anaerobic digestion, dewatering, and a large windrow composting operation. Mr. Gould directed the sampling of odor emissions at each source and set up an atmospheric dispersion model to calculate off-site odor impacts using AERMOD.

Project Engineer: City of Albuquerque, NM 2009 – present: Mr. Gould completed preliminary design and is completing final design for new biofilter odor control system for the South Plant upgrade. Odor control system will serve a two-stage grit removal system with Headcells, screening building, and dewatering facilities.

Consultant: Orange County Sanitation District, CA. 2010 OCSD operates a 15,000 cfm activated carbon system to treat exhaust from an influent pump station. The system had breakthrough of specific organic sulfur compounds and was not meeting VOC removal permit requirements. Mr. Gould used the exhaust analytical data, operating records, and data on available adsorbant products to develop recommendations to use a layered media of catalytic carbon and a permanganate oxidant.

Field Director: Southern Waste Systems Lantana, FL 2010. Southern Waste Systems operates and is re-permitting a C&D sorting facility and yard waste transfer station in a densely populated area. Mr. Gould provided training for field activities for a neighborhood odor survey, including perimeter survey with field olfactometer and source sampling for modeling of odor dispersion.

Field Director: Solid Waste Authority of Palm Beach County, FL 2009. The SWA operates a complex that includes two landfills, composting facility, sludge drying facility, and waste-to-energy facility. Mr. Gould directed the odor emissions sampling for all the facilities at the complex and set up emissions factors for an AERMOD model to predict off-site odor concentrations from all sources.

Odor Control Group Leader: Parish of E. Baton Rouge, LA. 2009 Mr. Gould directed the design of odor control systems for the WWTP upgrade and wet weather storage and pumping facilities. Systems were designed to handle extremely high hydrogen sulfide concentrations using biotrickling filter technology. Construction began in summer of 2010.

Project Director: Lee County FL Collection System Odor Control Study. 2008-2009. Mr. Gould directed a study of six collection systems in Lee County and the City of Ft. Myers involving data collection at over 200 pump stations and 5 treatment plants, modeling of treatment plant odor dispersion, modeling of sulfide generation in force mains, and development of recommendations for sulfide, odor, and corrosion control using both gas-phase and liquid-phase treatment options. Work completed in 2009.

Consultant: Puerto Rico Aquaduct Authority (PRASA) Mr. Gould assessed odor emissions at the Mayaguez composting facility and the Mayaguez wastewater treatment plant as part of a comprehensive utilities optimization Project. The effort included collection of emissions samples, dispersion modeling, development of recommended improvements, development of standard operating procedures, and pilot studies to evaluate odor control options at the composting facility. Work completed in 2008

Consultant: Matheson Gas Products Asan, Korea 2008 Mr. Gould assessed the design and operation of emergency chlorine and ammonia scrubbers at an industrial gas purification plant and recommended changes to increase capacity and safety.

Consultant: Brown- Foreman 2007, Casa Herradura, a tequila distillery near Guadalajara, Mexico was developing a composting operation to convert highly fibrous and organic-rich agave pressing waste into a soil conditioner using a windrow composting process. The product will be used to retain moisture and improve fertility of the agave growing lands. Mr. Gould visited the facility and developed operational recommendations using larger equipment to reduce land area and labor requirements. This information was used by the parent company to plan for capital expenditures, and start-up is scheduled for September 2007.

Consultant for Litigation Support: Stewart-McKelvey Charlottstown Prince Edward Island, Canada-2007 Mr. Gould prepared an expert witness report and testified before the provincial supreme court on behalf of a plaintiff, WCI Waste Conversion, regarding the start-up of a composting facility. WCI was the technology vendor and operations contractor for the facility. WCI brought suit against the prime contractor for unlawful termination of a contract during start-up in a case that hinged on technical performance of the equipment. The judge found in favor of WCI.

Project Engineer: Inland Empire Utilities Agency 2008 Mr. Gould developed the preliminary design for new air handling systems and a new biofilter at a facility that converts dairy manure into gas and generates electricity. The objective was to bring the facility up to current NFPA 820 code requirements .

Odor Control Group Leader: Northeast Texas Municipal Water District. For the upgrade of the 33 mgd South Mesquite WWTP Mr. Gould designed new odor control systems for the Headcell grit removal system, influent pump stations, covers and odor control for primary clarifiers, and odor control for dewatering. Biotowers will be used for odor control. Under construction in 2010

Lead Practitioner, Odor Control for Kingsport, TN, CDM is upgraded the Kingsport wastewater treatment plant. Mr. Gould is responsible for developing odor control alternatives and priorities for each

unit process and managing the final design for an innovative horizontal flow activated carbon adsorber for the headworks and influent pump station. Start-up took place early in 2010

Project Engineer, Field Investigations, Reports, and Design, Sioux City, IA, June 2005-present. American Water Services operates the Sioux City wastewater treatment plant and interceptor structures. Mr. Gould has conducted field investigations to assess sulfide generation in the interceptors and prepared a request for proposal (RFP) for field trials by chemical vendors. Mr. Gould has assessed odor source at the wastewater treatment plant and designed primary tank covers and a 50,000 cfm biofiltration system serving screening, grit removal, dewatering, and covered primary settling. Work is on-going as of mid 2010

Technical Director, Odor Control Improvements, St. Paul, MN, January 2005 -2007. Mr. Gould has directed the preparation of technical memoranda, conducted workshops, and designed odor control systems for the 220 mgd St Paul Metro WWTP, including design of ventilation and odor control systems for three inverted siphons, covering of gravity thickeners and influent structures, and converting an existing tank into an in-vessel biofilter.

Odor Control Group Leader, Odor Control for Biosolids Stabilization Facility and for Preliminary Treatment, City of Lancaster, PA, August 2005-present. The City of Lancaster is constructing a lime stabilization facility. Mr. Gould has designed the odor control system, which includes an ammonia scrubber, in-vessel 2-stage biofilter, and dilution stacks, to treat odors in a highly sensitive valley topography with nearby residences. This system is under construction as of 2007. In 2009, Mr. Gould developed the preliminary design for odor control for the screening and grit removal facility.

Project Engineer, Field Investigations and Odor Control Recommendations, City of Albuquerque, NM, August 2005-December 2005. For the City of Albuquerque, Mr. Gould conducted field investigations and set up dispersion modeling parameters to develop phased recommendations for covering primary tanks, upgrading existing biofilters, and re-routing exhaust air flows to optimize use of existing scrubbers.

Project Engineer, Background Odor Survey, Southern California, August 2003 - March 2004. The Inland Empire Utilities Authority in Southern California operates four wastewater treatment plants and a dairy manure digester and energy production facility. Mr. Gould developed a regional odor monitoring program and developed odor dispersion models for each plant. The model was calibrated through an extensive program of site perimeter odor sampling under morning, daytime, and evening conditions and four seasonal conditions. This program allows the IEUA to address public concerns and plan for future plant expansions.

Education

Bachelor of Science, Electrical Engineering	Cornell University	1967
Courses in Environmental Engineering	University of Colorado	1792-73
Master of Science, Environmental Engineering	Northeastern University	1982

*Registrations
Affiliations*

Professional Engineer: Massachusetts, Pennsylvania, New York,
American Academy of Environmental Engineers-Diplomate
New England Water Environment Association
Former Chair, Residuals and Biosolids Committee
Water Environment Federation
US Composting Council

Patents

Damper and Blower Unit Providing Reversible Aeration for Composting
U.S. 6,207,447 Issued March 2001

*Publications/
Presentation*

Gould, M., Myer, J. H., Bandi, R. T. *A System-Wide Sulfide Control Plan for the Lee County, FL Wastewater Collection System.* WEF VOC and Odor Specialty Conference Charlotte, NC March 2010

Gould, M., Pincince, A., Bandi, R. T., *A Greenhouse Gas Emissions Accounting Model for Biosolids Management Planning.* WEF Biosolids Specialty Conference, Philadelphia April 2008

Gould, M. *Odor Counteractants –Development of Methods for Testing Effectiveness* New England Water Environment Federation Boston MA November 2005

Gould, M. Hackney, G. *Confirming Odor Dispersion Modeling Results Through Field Monitoring and Multiple Wastewater Recycling Facilities* Air and Waste Management Association Minneapolis MN July 2006

Gould, M. Makled, A., *Characterization of Landfill Odor Emissions.* SWANA Boulder CO July 2005.

Gould, M., Byers, Patrick D., *Comparing the Effectiveness of Positive and Negative Aeration in Controlling Emissions from Composting Processes* Water Environment Federation Specialty Conference on Odors and Toxic Air Emissions Albuquerque NM April 2002

Gould, M., Correa, L., Morrone, J., *Use of Biofilters to Treat High Pollutant Concentrations* Florida Water Resources Conference Jacksonville, Florida April 2001

Gould, M., Wu, N., Meek, D., Hoff, J., *Use of Odor Emissions Monitoring and Dispersion Modeling to Design a New Biosolids Composting Facility in Columbus, Ohio*

Water Environment Federation Residuals Specialty Conference Boston, MA February 2000

Gould, M. *Management of Food Processing Residuals by Composting—Can it Work for You?* 30th Annual Conference on Environmental Engineering in the Food Processing Industry Durango, Colorado March 2000

Gould, M., Moss, L.H., Boyette, A. *Extreme Biofilters-- Treatment of High Concentrations of Ammonia and Reduced Sulfur Compounds* New England Water Environment Federation Annual Conference Boston, Massachusetts January, 2000

Gould, M., D. Hogan, K.A. Feldman, and N.T. Wu. *Controlling Composting Odors. Industrial Wastewater.* May/June 1998.

Gould, M. *Emissions of Greenhouse Gases from Solid Waste Disposal Operations: A Comparison of Technologies.* Fourteenth International Conference on Solid Waste Technology and Management, 1998.

Gould, M. *Composting Technology from MSW.* Proceedings of the 1997 International Symposium on Systems and Technologies for Recycling of Wastes, Seoul, Korea. October 21, 1997.

Gould, M., E. Epstein, and N.T. Wu. *Composting of Wastewater Biosolids to Reduce Total Petroleum Hydrocarbons.* Presented at the Fourth International In-Situ and On-Site Bioremediation Symposium, New Orleans, Louisiana. April 29, 1997.

Gould, M. *Pre-Processing Technologies to Prepare Solid Waste for Composting.* Proceedings of the 17th Biennial Waste Processing Conference, American Society of Mechanical Engineers, Atlantic City, New Jersey. April 1996.

Gould, M., and C.M. Alix. *Impact of Amendment Type on Odor Generation at the Hartford MDC In-Vessel Composting Facility.* Presented to the New England Water Environment Federation, Westford, Massachusetts. November 1995.

Gould, M. *Planning and Development of an Integrated Composting and Recycling Facility: East Hampton, New York.* Presented at the New York State Legislative Commission Summit on Solid Waste Management, New York, New York. February 22, 1995.

Gould, M. *A Short Course on Composting.* Presented to the Korea Advanced Institute of Science and Technology, Taejon, Republic of Korea. April 22, 1994.

Gould, M., and N.T. Wu. *Factors Affecting Gaseous Emissions from Solid Waste Composting, Tipping, and Landfilling.* Presented at Air and Waste Management Association, Denver, Colorado. June 14-18, 1993.

Gould, M., T.O. Williams, and G. Croteau. *Dewatering and Composting of Septage: A Comparison of Three Facilities*. Presented at AWWA/WPCF Joint Residuals Management Conference, Research Triangle Park, North Carolina. August 13, 1991.

Mitigation of Odor Emissions at a Totally Enclosed Sludge Composting Plant. New York State Legislative Conference, New York. February 1990.

MARKETING INFORMATION RETRIEVAL SYSTEM

RESUME DATA SUMMARY

***** FOR INTERNAL USE ONLY *****

Employee Name:	Mark Gould
Classification/Grade Level:	ENEV6
Division or Subsidiary:	WSD
Employee Number:	24812
Office Location:	Cambridge
Date of CDM Hire (Mo/Yr): Re-hire date if applicable:	May 1999
Years of Related Experience with Other Firms:	32
Registration Discipline (civil, structural, geology, environmental, etc.):	Professional Engineer
Year First Registered (list all by state):	1979/MA 1977/PA 1990/NY
Registration Number (list all by state):	29428/MA PE026179E/PA 069637-1/NY
Date Last Updated:	October 2007

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

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): Robert A. Pennington, P.E., BCEE - Associate

Representative's Signature: _____

Name of Company: Camp Dresser & McKee Inc. (CDM)

Tel. No.: 732-225-7000

Date: 3/29/11

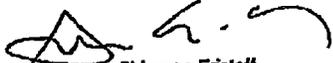
Certification 1509

**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-2010** to **15-JUN-2013**



CAMP DRESSER & MCKEE, INC.
110 FIELDCREST AVE. 6TH FLOOR
EDISON NJ 08837


Andrew P. Sidamon-Eristoff
Acting State Treasurer

Affirmative Action and Equal Employment Opportunity Policy

CDM

CDM's policy on affirmative action and equal employment opportunity is presented in the following statement. It applies to all employees and qualified applicants.

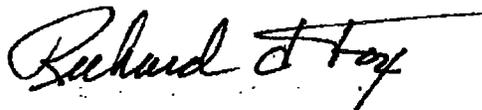
It is, and will continue to be, the policy of CDM to provide equal employment opportunity to all qualified persons without regard to race, color, religion, creed, sex, age, marital status, sexual orientation, disability, veteran status, national origin, citizenship status or any other characteristic protected by applicable law. CDM will continue to promote the full realization of equal employment through a positive continuing program. The firm will assure that qualified applicants who are recruited and hired, and employees at all levels, are not discriminated against because of their race, color, religion, creed, sex, age, marital status, sexual orientation, disability, veteran status, national origin, citizenship status, or any other characteristic protected by applicable law.

CDM employment decisions are based only on job-related criteria. Equal opportunity and equal consideration will be afforded to all applicants and employees in personnel actions, which include recruiting and hiring, training, promotion, transfer, termination, all compensation practices, benefits or social activities and programs. It is our intention, in the implementation of this policy, to provide full employment opportunities for qualified members of minority groups, women, those with a disability, and all covered veterans, and to provide opportunities at all job levels through upgrading and recruiting actions.

Furthermore, it is our policy to coordinate the affirmative action programs directed at seeking qualified personnel from minority groups, women's groups, organizations of and for disabled persons, and organizations for all covered veterans for employment with the firm, and also to provide encouragement and direction to our staff to advance within the limits of each individual's capabilities. CDM considers the attainment of equal employment opportunity for all as a major corporate objective and expects the active and effective support of every employee.

In addition, employees and applicants will not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in, or may have engaged in, activities such as filing a complaint; assisting or participating in an investigation, compliance review or hearing; opposing any act or practice made unlawful; or exercising any other right protected by Section 503 of the Rehabilitation Act of 1973, as amended, or the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended. If you have any concerns regarding this policy or CDM's compliance with it, you may contact Corporate Human Resources directly at 800 243-2677.

Charlene P. Allen, senior vice president of Human Resources, has been designated Equal Employment Opportunity Officer for CDM and its subsidiaries. She will monitor CDM's Affirmative Action Program and report to me on its success.



Richard D. Fox
Chairman and Chief Executive Officer
January 1, 2011

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-36 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 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, 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. 10:5-36 et seq., as amended and

EXHIBIT A (continued)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-36 and N.J.A.C. 17:27

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.

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 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 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, 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 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

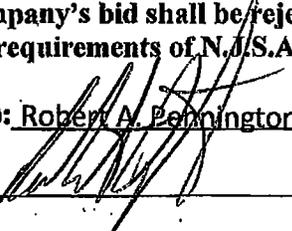
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public 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. 10:5-36 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): Robert A. Pennington, P.E., BCFF - Associate

Representative's Signature: 

Name of Company: Camp Dresser & McKee Inc. (CDM)

Tel. No.: 732-225-7000 Date: 3/29/11

**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 : Camp Dresser & McKee Inc. (CDM)
Address : 110 Fieldcrest Avenue, 6th Floor Edison, New Jersey 08837
Telephone No. : 732-225-7000
Contact Name : Robert A. Pennington, P.E., BCEE - Associate

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.

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 : Camp Dresser & McKee Inc. (CDM)
Address : 110 Fieldcrest Avenue, 6th Floor Edison, New Jersey 08837
Telephone No. : 732-225-7000
Contact Name : Robert A. Pennington, P.E., BCEE - Associate

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

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

**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 c 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."

09/13/01

**CAMP DRESSER & MCKEE INC.
RARITAN PLAZA I RARITAN CTR
EDISON NJ 08818**

Taxpayer Identification# 042-473-650/000

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) 292-1790.

Thank you in advance for your consideration and cooperation.

Sincerely,



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 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

CAMP DRESSER & MCKEE INC.

TAXPAYER IDENTIFICATION#

042-473-650/000

ADDRESS

**RARITAN PLAZA I RARITAN CTR
EDISON NJ 08818**

EFFECTIVE DATE:

09/07/77

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0056524

ISSUANCE DATE:

09/13/01



Director, Division of Revenue

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**

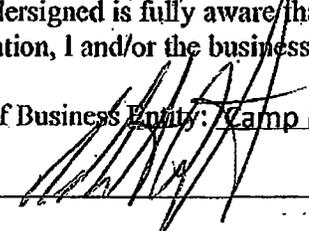
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Camp Dresser & McKee Inc. (name of business entity) has not made any reportable contributions in the ****one-year period preceding** March 29, 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 Camp Dresser & McKee 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: Camp Dresser & McKee Inc. (CDM)

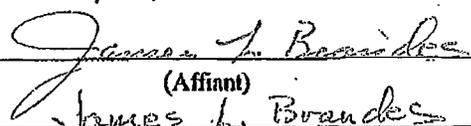
Signed  Title: Associate

Print Name Robert A. Pennington, P.E., BCEE Date: 3/29/11

Subscribed and sworn before me
this 29th day of March, 2011.

My Commission expires: May 4, 2015.

JAMES L. BRANDES
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 4, 2015


(Affiant)
James L. Brandes
(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.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

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

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

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." (N.J.S.A. 19:44A-20.26(b)) The contributor must be listed on the disclosure.

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is **not intended to be provided to contractors**. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnfs/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006- for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions.

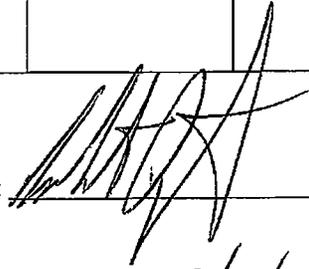
CERTIFICATION OF POLITICAL CONTRIBUTIONS
PURSUANT TO CHAPTER 271 OF P.L. 2005

I hereby certify that the attached are political contributions that have been made by Camp Dresser & McKee Inc. for the twelve (12) month period prior to award. The following is in satisfaction of Chapter 271 of P.L. 2005

Date	Political Contribution	Amount (\$)	Type of Contribution	Continuing Political Committee
3/29/10	Election Fund of Joe Donnelly PO Box 1029 Mt. Laurel, NJ 08054	2,600	Check	
4/30/10	Committee to Elect Stegman, Sanders & Warner PO Box 573 Lambertville, NJ 08530	2,000	Check	
5/28/10	Friends of Tony Matthews PO Box 354 Brick, NJ 08723	600	Check	
8/24/10	Friends of Scaturro PO Box 354 Brick, NJ 08723	1,100	Check	
9/9/10	The Election Fund of Jean Stanfield Burlington County Republican Committee Treasurer C. Lambiase 223 High St. Mt. Holly, NJ 08060	500	Check	
10/28/10	Friends of Tony Matthews PO Box 354 Brick, NJ 08723	600	Check	
10/28/10	The Election Fund of Jean Stanfield Burlington County Republican Committee 223 High St. Mt. Holly, NJ 08060	500	Check	
11/28/10	The Election Fund of Jean Stanfield Burlington County Republican Committee Treasurer C. Lambiase 223 High St. Mt. Holly, NJ 08060	1,000	Check	
1/4/11	Election Fund of Joe Donnelly Burlington County Republican Committee Treasurer C. Lambiase 223 High St. Mt. Holly, NJ 08060	1,000	Check	

3/21/11	Election Fund of Chris Brown Burlington County Republican 223 High St. Mt. Holly, NJ 08060	2,600	Check	

Signed: _____



3/22/11

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

City Clerk File No. Res. 11-221

Agenda No. 10.Z.2

Approved: APR 13 2011



TITLE: **RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF SCARINCI & HOLLENBECK TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, ET AL. V. OCCIDENTAL CHEMICAL, ET AL. V. THE CITY OF JERSEY CITY, ET AL.**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City and a number of companies and governmental entities are third-party defendants in a case now pending in the Superior Court of New Jersey alleging that the Jersey City Municipal Utilities Authority and the City of Jersey City are responsible for the hazardous substances released into the Newark Bay Complex; and

WHEREAS, the Corporation Counsel has determined that it is necessary to engage outside counsel to represent the City of Jersey City in this matter pursuant to a court order; and

WHEREAS, Scarinci & Hollenbeck will be serving as liaison counsel to a group of 82 governmental entities named in the lawsuit. The law firm will be responsible for disseminating information to third-party public entity defendants on case developments, the coordination of responses by all parties to the Case Management Orders entered and facilitate litigation strategy; and

WHEREAS, Scarinci & Hollenbeck has agreed to perform these services for a total amount of \$11,000; 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, funds are available for the cost of these services in Account No.: 11-14-298-56-000-856; and

City Clerk File No. Res. 115221

Agenda No. 10.Z.2 APR 13 2011

TITLE: RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH THE FIRM OF SCARINCI & HOLLENBECK TO REPRESENT THE CITY OF JERSEY CITY IN THE MATTER OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, ET AL. V. OCCIDENTAL CHEMICAL, ET AL. V. THE CITY OF JERSEY CITY, ET AL.

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 the City of Jersey City in the matter of New Jersey Department of Environmental Protection v. Occidental Chemical v. City of Jersey City, for a total amount of \$11,000, 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.

[Signature]
Peter Soriero, Risk Manager

ms:
03/16/11

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required []
Not Required []

APPROVED 9-0

Table with 12 columns: COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V., COUNCILPERSON, AYE, NAY, N.V. Rows include SOTTOLANO, DONNELLY, LOPEZ, GAUGHAN, FULOP, RICHARDSON, AHMAD, VELAZQUEZ, 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

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

April 5, 2011

Council President and Members of the Municipal Council
City Hall-280 Grove Street
Jersey City, NJ 07302

Re: Resolution Awarding a Professional Services Agreement to John M. Scagnelli, Esq. of Scarinci & Hollenbeck To Represent the City of Jersey City as Liaison Counsel in NJDEP, et al. v. Occidental Chemical, et al., Docket No. L-009868-05 (PASR)

Dear Council President and Members of the Municipal Council:

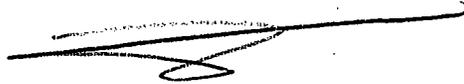
John M. Scagnelli, Esq., of the firm of Scarinci Hollenbeck, was appointed by the Court as Liaison Counsel for the Third Party Public Entity Defendant Group in the Passaic River Case. The Passaic River Case is an environmental case brought by the State of New Jersey against Defendants Occidental Chemical Corporation, Tierra Solutions, Inc., Maxus Energy Corporation, and their parent and affiliated companies, seeking clean up and removal costs and natural resource damages for clean up of the Newark Bay Complex, including the Passaic River. Damages could exceed \$2 billion dollars. Maxus/Tierra joined over 350 parties, including Jersey City and other public entities, as Third Party Defendants in the case. Mr. Scagnelli's appointment as Liaison Counsel was made by the Court in Case Management Order (CMO) XI, by the direction of the Special Master in the case, and the Court's December 15, 2010 Order.

Mr. Scagnelli's role as Liaison Counsel includes disseminating information to Third Party Public Entity Defendant Group members regarding case developments and requirements, coordinating common positions among members of the Third Party Public Entity Defendant Group, working with the Court and the Special Master on case management and administration, and coordinating Third Party Public Entity Defendant Group positions and pleadings. The Third Party Plaintiffs in the case, Tierra Solutions, Inc. and Maxus Energy Corporation, Inc. have asserted claims against the City of Jersey City under the New Jersey Spill Act and common law for contribution for Maxus/Tierra's asserted clean up and removal costs and natural resource

City of Jersey City
Office of the Corporation Counsel

damages relating to discharges from the City of Jersey City's combined sewer system. Mr. Scagnelli has worked with the City's Law Department relating to these issues.

Very truly yours,



**WILLIAM MATSIKLOUDIS
CORPORATION COUNSEL**

WM/igp

c: John Kelly, Business Administrator
Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-222

Agenda No. 10.Z.3

Approved: APR 13 2011



TITLE: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY IN CONDEMNATION MATTERS RELATING TO THE ACQUISITION OF THE 6TH STREET EMBANKMENT

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Corporation Counsel determined that it was necessary to engage outside counsel to represent and advise the City of Jersey City in the acquisition of the 6th Street Embankment; and

WHEREAS, such 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, John Curley, Esq. is an attorney qualified to perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of \$175.00 per hour, including expenses, for a total amount not to exceed \$50,000; 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. (the Pay-to-Play Law); and

WHEREAS, John J. Curley, Esq. 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 Mr. Curley from making any reportable contributions during the term of the contract; and

WHEREAS, John J. Curley, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, John J. Curley, Esq. 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 are available for the costs of these services in Account No.: 04-215-55-887-990; and

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

1. An agreement is authorized with John J. Curley, Esq to represent and advise the City of Jersey City in connection with the acquisition of the 6th Street Embankment, for a total amount of \$50,000.
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.
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.

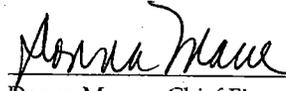
City Clerk File No. Res. 11-222

Agenda No. 10.Z.3 APR 13 2011

TITLE: RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOHN CURLEY, ESQ. TO REPRESENT THE CITY IN CONDEMNATION MATTERS RELATING TO THE ACQUISITION OF THE 6TH STREET EMBANKMENT

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 there are sufficient funds available in Account No.:04-215-55-887-990 for payment of this resolution. *PO 102886*


Donna Mauer, Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

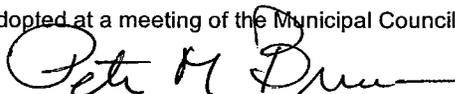
APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/13/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N. V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	ABSTAIN			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. 11-223

Agenda No. 10.Z.4

Approved: APR 13 2011



TITLE: RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

WHEREAS, the City of Jersey City approved a professional services agreement with Charles Montange, Esq. to provide legal services in connection with Conrail's abandonment of the 6th Street Embankment and to analyze Conrail's compliance with its obligation to offer the abandoned property to the City; and

WHEREAS, the Corporation Counsel determined that it was necessary to engage outside counsel to represent the City in this matter; and

WHEREAS, the agreement provided for an hourly fee of **\$200 per hour**; and

WHEREAS, due to the complexity of this lawsuit, Mr. Montange has exhausted his contract amount and it is necessary to amend his contract to increase the contract amount by an additional **\$130,000**; 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, 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, Charles Montange, Esq. 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; and

WHEREAS, Charles Montange, Esq. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Charles Montange, Esq. has 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. 04-215-55-887-990 .

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

1. The contract with Charles Montange, Esq. be increased by an additional **\$130,000**.
2. The fee for these services shall remain at **\$200.00 per hour** and all other terms and conditions shall remain in effect.

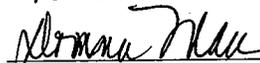
TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH CHARLES MONTANGE, ESQ. TO PROVIDE LEGAL COUNSEL REGARDING CONRAIL'S ABANDONMENT OF THE 6TH STREET EMBANKMENT

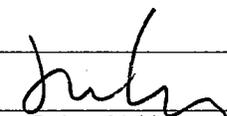
3. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

4. A copy of this resolution shall be printed in a newspaper of general circulation.

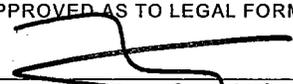
I hereby certify that there are sufficient funds available in Account No. 04-215-55-887-990 for payment of this resolution. PO 102885



Donna Mauer, Chief Financial Officer

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required
Not Required

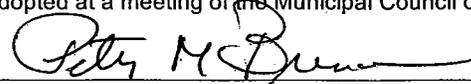
APPROVED 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/13/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	ABSTAIN			BRENNAN, PRES	✓		

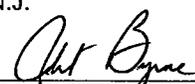
✓ Indicates Vote

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. 11-224
Agenda No. 10.Z.5
Approved: APR 13 2011
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR THE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES OF THE 100 STEPS STAIRWAY PROJECT DESCENDING FROM FRANKLIN STREET TO MOUNTAIN ROAD, PROJECT NO. 10-004, 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 February 20, 2003, Brass Works Urban Renewal, LLC (Developer) received approvals from the Zoning Board for preliminary and major site plan with "c" and "d" variances to rehabilitate and convert a warehouse located at 100 Paterson Plank Road a/k/a Block 751, Lot G, into 128 residential units (Project); and

WHEREAS, as one of the conditions of receiving Zoning Board approval for the Project, the Developer agreed to construct a new stairway commonly referred to as the "100 Steps", that will descend from Franklin Street to Mountain Road; and

WHEREAS, the Developer had initially set aside the sum of \$250,000.00 (Escrow Fund), based on initial concept sketches for the design and construction of the Stairway Project; and

WHEREAS, the Developer has expended \$64,806.51 for the design of the Stairway Project which resulted in a balance of \$185,193.49 in the Escrow Fund; and

WHEREAS, the Developer has completed the construction of all other project improvements with the exception of the Stairway Project; and

WHEREAS, the construction of the Stairway Project was delayed for various reasons including the amount of time that passed before the Developer submitted engineering plans to the City for review, and the amount of time needed to incorporate plan changes requested by the City to address maintenance and safety issues related to the Stairway Project; and

WHEREAS, the current engineering cost estimate for the construction of the 100 Steps project is now estimated at \$700,000 which is more than the \$185,193.49 remaining in the Escrow Fund; and

WHEREAS, the State of New Jersey Department of Transportation (DOT) awarded the City a grant of \$300,000.00 from the Transportation Trust Fund (State Grant) to supplement the Developer's contribution for the construction of the Stairway Project; and

WHEREAS, in order for the Stairway Project to be eligible to receive the State Grant funds, it must be designed, managed, and constructed by the City; and

WHEREAS, in response to the City's verbal request for a proposal to design and manage the construction of this project, Dresdner Robin, 371 Warren Street, Jersey City, NJ 07303 submitted the attached proposal dated March 7, 2011 in the amount of \$59,375.00; and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in November 2006, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to their qualifications to provide these services; and

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR THE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES OF THE 100 STEPS STAIRWAY PROJECT DESCENDING FROM FRANKLIN STREET TO MOUNTAIN ROAD, PROJECT NO. 10-004, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

WHEREAS, Dresdner Robin submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, Dresdner Robin is a pre-qualified engineering firm that provides technical and civil engineering assistance to support engineering functions such as design and construction management; and

WHEREAS, Due to the unique field condition, potential unanticipated circumstances during construction and NJDOT project close-out requirements for this project, it is necessary to provide a 20% contingency towards the construction management service, which will increase the encumbrance amount to \$71,250.00; and

WHEREAS, funds are available for this expenditure from

Acct: # 02-213-40-179-314

P.O. # 102884

\$71,250.00

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 resolution authorizing the award and agreement itself must be available for public inspection; and

WHEREAS, the City is awarding this contract pursuant to the fair and open provisions of the Pay to Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Dresdner Robin has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; 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 professional services agreement, in substantially the form of the attached, with Dresdner Robin to provide engineering services for a total contract amount not exceed \$71,250.00;
2. The term of the contract shall be twelve(12) months and the design service tasks shall be completed by the vendor within sixty (60) calendar days from the date the contract is executed by the City's Business Administrator;
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. 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 10 days of its adoption.

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR THE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES OF THE 100 STEPS STAIRWAY PROJECT DESCENDING FROM FRANKLIN STREET TO MOUNTAIN ROAD, PROJECT NO. 10-004, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

5. This contract is awarded using the Fair and Open Process of the Pay to Play Law, N.J.S.A. 19:44 A-20.4 et seq.;

6. The award of this contract shall be subject to the condition that Dresdner Robin provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.

7. The Certification of Compliance with the City's Contractor Pay-to-Play reform ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I 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.

Acct: # 02-213-40-179-314 P.O. # 102884 \$71,250.00

I _____ (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]
 Chuck F. Lee, P.E.
 City Engineer

APPROVED: [Signature]
 RODNEY HADLEY, DIRECTOR, DPW
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED: 8-0-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/13/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	ABSTAIN			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

This summary sheet is to be attached to the front of any resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution. 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 Resolution Agreement:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR THE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES OF THE 100 STEPS STAIRWAY PROJECT DESCENDING FROM FRANKLIN STREET TO MOUNTAIN ROAD, PROJECT NO. 10-004, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

2. Name and Title of Person Initiating the Resolution:

Chuck F. Lee, P.E., City Engineer

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

Award a professional service contract to Dresdner Robin for the design and construction management of the 100 Steps Stairway project, Project No. 10-004 for \$59,375 plus a 20% contingency.

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

This project will replace a previously demolished stairway with a new one, descending from Franklin Street to Mountain Road

5. Anticipated Benefits to the Community:

The Professional service contract will develop plans for the construction of a stairway descending from Franklin Street to Mountain Road, allowing pedestrian access between the two streets.

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

The professional service contract with Dresdner Robin will cost \$59,375 plus a 20% contingency, with funds from City Capital Funds and NJDOT Funds.

7. Date Proposed Program or Project will Commence:

Professional service contract should be awarded as soon as possible and design will begin immediately after a contract is executed by the City's Business Administrator.

8. Anticipated Completion Date:

Time for completion for the design service tasks is within Sixty (60) calendar days from the date the contract is executed by the City's Business Administrator.

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

Chuck F. Lee, P.E., City Engineer
NAME

(201) 547-4413
TELEPHONE

EVENING

10. Additional Comments:

I certify that all the Facts Presented Herein is Accurate.



Signature of Division Director

4/6/11

Date



Signature of Department Director

4/6/11

Date

CITY OF JERSEY CITY

Requisition #

0154002

Assigned PO #

Requisition

Vendor
DRESDNER ROBIN & ASSOCIATES
371 WARREN STREET
P.O. BOX 38
JERSEY CITY NJ 07302
DR165740

Dept. Bill To
ENGINEERING
575 RT. 440
JERSEY CITY NJ 07305

Dept. Ship To

Contact Info
CHUCK LEE
2015474413

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	PROFESSIONAL SERVICE	0221340179314	71,250.00	71,250.00
RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO DRESDNER ROBIN FOR THE DESIGN AND CONSTRUCTION MANAGEMENT SERVICES OF THE 100 STEPS STAIRWAY PROJECT DESCENDING FROM FRANKLIN STREET TO MOUNTAIN ROAD, PROJECT NO. 10-004, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION					

Requisition Total 71,250.00

Req. Date: 04/06/2011

Requested By: RUTH

Buyer Id:

Approved By: _____



SP
04/06/11

This Is Not A Purchase Order

AGREEMENT

Agreement made this day of , 2011 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and DRESDNER ROBIN., (hereinafter referred to as ("CONSULTANT")).

WHEREAS, the CITY requires the services of a professional engineering firm to provide Civil Engineering Design Services which includes engineering design and construction management services for the 100 Steps Stairway project, Project No. 10-004 (hereinafter referred to as "Project"); and

WHEREAS, CONSULTANT submitted a proposal dated March 7, 2011, describing the services it would provide to the CITY for the fee of \$59,375.00; and

WHEREAS, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to preparation of design and construction plans and technical specifications and construction management; and

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 with the design, construction plans, technical specifications, construction management, and project close-out with the New Jersey Department of Transportation, for the 100

Steps stairway project, Project No. 0-004, for the Department of Public Works, Division of Engineering, Traffic and Transportation

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this agreement and the Proposal prepared by the CONSULTANT dated March 7, 2011 which is attached hereto and incorporated herein by reference, describing the services it would provide to the CITY for the fee of \$59,375.00. This Agreement 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 this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of (three hundred sixty-five) 365 calendar days after execution of this Agreement. The preparation of Bid documents shall be completed within (sixty) 60 calendar days after execution of this Agreement.

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 produced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT by more than 20% shall require the prior authorization of the governing body of the CITY.

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. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with the 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 design and professional services described in this Agreement will be based on hourly rates and shall be submitted to CITY on a monthly basis in accordance with the attached CONSULTANT'S proposal dated March 7, 2011, with a total cost not to exceed Fifty Nine Thousand Three Hundred Seventy Five Dollars (\$59,375.00) plus a 20% contingency for unanticipated field conditions during construction management.

2. CONSULTANT shall submit to CITY 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 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 Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) 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 (\$100,000.00) DOLLARS (Statutory).

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number – Project No. 10-004.

2. The insurance policies described in this Article shall be kept in force for a 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 completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators, inspectors, 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, and all services necessary to satisfy NJDOT. 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, 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 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 and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule 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 shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of 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 with respect thereto.

2. Suspension: CITY 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, 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 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 with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by 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 award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering of the CITY or any claim or dispute covered by this Article.

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.S.A. 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 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 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 of 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 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 an error, omission or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this contract. Said agreement shall indemnify and defend the CITY 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 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, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in 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, c57 (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. 40::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.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

JOHN KELLY
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

DRESDNER ROBIN

BY: _____

NAME
TITLE

APPROVED AS TO LEGAL FORM

(NAME)
Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

PETER SORIERO
Risk Manager
4-14-041

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

City Clerk File No. Res. 11-225

Agenda No. 10.76

Approved: APR 13 2011

TITLE:



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO BOSWELL ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING & CONSULTING SERVICES IN CONNECTION WITH REVIEW OF THE SPECTRA ENERGY PROPOSED NATURAL GAS PIPELINE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of Boswell Engineering to review the voluminous technical pipeline specification filings submitted by Spectra Energy to the Federal Energy Regulatory Commission in connection with Spectra's proposed natural gas pipeline running through Jersey City; and

WHEREAS, the specific purpose of engaging Boswell Engineering is to: review basic pipeline alignment to assess impacts on the City, review restrictions proposed by the pipeline and provide input on adverse impacts on existing and future development, review alternate horizontal and vertical alignments with respect to impacts on City property and existing utilities and promote alternate alignments that would not be located within Jersey City, and provide technical input and assistance in meetings and discussions; and

WHEREAS, Boswell Engineering, 330 Phillips Avenue, South Hackensack, NJ, is qualified to perform these services and will provide these services, including expenses, for a total contract amount not to exceed \$25,000.00; 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 City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, Boswell Engineering 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 \$25,000.00 are available in Account No. 04-215-55-862-990

WHEREAS, the resolution authorizing the award of this agreement and the agreement itself must be available for public inspection.

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 Boswell Engineering for providing the engineering review of voluminous technical pipeline specification filings submitted by Spectra Energy to the Federal Energy Regulatory Commission in connection with Spectra's proposed natural gas pipeline running through Jersey City for a total contract amount not to exceed \$25,000.00;
2. Boswell Engineering, 330 Phillips Avenue, South Hackensack, NJ, is qualified to perform these services and will provide these services for an amount not to exceed \$25,000.00.
3. The term of the contract shall be for one (1) year commencing on the date the contract is executed by City officials;

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO BOSWELL ENGINEERING TO PROVIDE PROFESSIONAL ENGINEERING & CONSULTING SERVICES IN CONNECTION WITH REVIEW OF THE SPECTRA ENERGY PROPOSED NATURAL GAS PIPELINE FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING

- 4. 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.;
- 5. 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 the resolution;
- 6. The award of this contract shall be subject to the condition that Boswell Engineering 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
- 7. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Donna Mauer, hereby certify that funds in the amount of \$25,000.00 are available in Account No. 04-215-55-862-990 for payment of this resolution. PO102887

Donna Mauer
Donna Mauer, Chief Fiscal Officer

AV
April 8, 2011

APPROVED: _____

Jubilee
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/13/11											
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



BOSWELL ENGINEERING

ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS

330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

VIA E-MAIL
AND REGULAR MAIL

RECEIVED
11 APR - 4 AM 10:12
CITY OF JERSEY
ENGINEERING

March 24, 2011

Mr. Chuck Lee, P.E.
City Engineer
City of Jersey City
575 Route 440
Jersey City, New Jersey 07305

Re: Proposal for Professional Engineering & Consulting Services
Proposed Natural Gas Pipeline Through Jersey City
Jersey City, New Jersey
Our File No. PR-11-3687

Dear Mr. Lee:

In response to your request and our meeting on March 23, 2011, Boswell Engineering is pleased to present this proposal for professional engineering and consulting services in connection with a proposed natural gas pipeline project from Linden, New Jersey to Manhattan, New York.

Project Understanding

Spectra Energy Corp. (Spectra) is proposing to expand its pipeline system in the New Jersey-New York region. Spectra currently proposes to replace an existing section of pipe from the Linden Compression Station in Linden, New Jersey to the existing Meter and Regulating Station in Staten Island, New York. They then propose to install a new 30-inch diameter pipeline from Staten Island, New York through Bayonne and Jersey City to Manhattan, New York.

It is our understanding the City of Jersey City is concerned with potential impacts associated with the placement of the 30" diameter, high pressure natural gas line running through Jersey City.

Mr. Chuck Lee, P.E.
March 24 2011
Page 2

Two different construction methods are currently being considered for the proposed pipeline in Jersey City. The first is a standard cut and cover process. Other sections would be installed by using horizontal drilling methods.

Scope of Work

The scope of work of this proposal is to provide Jersey City with professional engineering consulting services to ensure that the interests of Jersey City are protected through the planning, design and construction of this project. We anticipate performing the following tasks associated with this project as directed by the City:

Task I

1. Review proposed pipeline alignment to assess impacts on the City.
2. Review restrictions proposed by pipeline and provide input on adverse impacts on existing and future development.
3. Review alternate horizontal and vertical alignments with respect to impacts on City and existing utilities and promote alternate alignments that would not be located within the City of Jersey City.

Task II

4. Establish pipe installation specifications that protect the interests of Jersey City.
5. Review proposed plans and specifications to ensure that they conform to the requirements established by Jersey City.
6. Review safety and management plans with respect to the City's emergency services concerns.
7. Review temporary and permanent impacts associated with the construction, dust, noise, light, environmental, sound and vibrations on existing and proposed structures in the area as well as members of the public.
8. Review geotechnical data with respect to vibrations from pile driving.

Mr. Chuck Lee, P.E.
March 24, 2011
Page 3

9. Evaluate short and long term effects of proposed activities with respect to pipe installation, including review of horizontal drilling specifications and providing conditions to be included in specifications along with preparing scope of work for inspection and monitoring services.
10. Review proposed pipeline data and restrictions to be included in any pipeline and easement agreements.
11. Provide technical input and assistance in meetings and discussions.

Statement of Qualifications

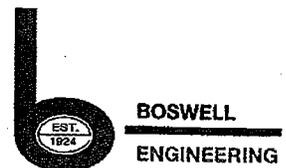
Boswell Engineering has provided extensive services in similar matters in the past. We would propose to utilize the services of Oweis Engineering, Inc. of Morristown, New Jersey in connection with certain portions of the geotechnical consulting work. Boswell and Oweis have collaborated on many projects over the past decade and we are confident of their expertise in this area.

The resumes of key personnel from Boswell Engineering as well as Oweis Engineering, Inc. who would have a direct involvement in this project are attached in Appendix A of this proposal. Please further note in Appendix B my experience relating to the field of expert testimony should the additional services become necessary.

Professional Fee

We anticipate providing the services noted above as directed by the City of Jersey City. Since the exact level of effort cannot be firmly quantified at this time, we proposed to provide these services on a time and materials basis in accordance with our standard hourly rate schedule in effect at the time the work is performed. We respectfully recommend an initial budget of \$25,000.00 be appropriated for this work. Appendix C sets forth our current hourly rate schedule.

On behalf of Boswell Engineering, we thank you for the opportunity to be of service to the City of Jersey City and we look forward to representing your interest concerning this project.

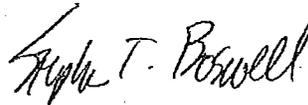


Mr. Chuck Lee, P.E.
March 24, 2011
Page 4

If you should have any questions or require anything further, please do not hesitate to contact Michael J. Kelly, P.E. or me.

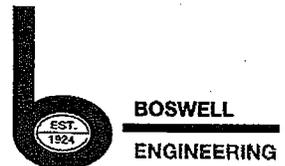
Very truly yours,

BOSWELL ENGINEERING



Stephen T. Boswell, Ph.D., P.E.

STB/MJK/jg
Enclosures
110324/Gp1.doc



BOSWELL ENGINEERING

Hourly Rate Schedule Year 2011

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$274.00
Project Manager	\$166.00
Project Engineer	\$158.00
Senior Engineer	\$150.00
Design Engineer	\$143.00
Technical Engineer	\$137.00
Engineer I	\$97.00
Resident Engineer	\$143.00
CAD Engineer	\$143.00
Draftsperson - Technician	\$121.00
Field Crew - Two-Person Team	\$218.00
Field Technician	\$60.00
Inspector	\$137.00
Survey Analyst	\$158.00
Draftsperson	\$121.00
CAD Operator	\$121.00
Environmental Specialist	\$158.00
Environmental Technician-II	\$137.00
Environmental Technician-I	\$130.00

APPENDIX A

Resumes of Key Personnel

STEPHEN T. BOSWELL, Ph.D., P.E., P.P., SECB
PRESIDENT/CEO

YEARS OF EXPERIENCE: 32 Years

EDUCATION:

B.A. Biology/Chemistry, New York University
M.A. Biological Sciences, William Paterson College
Degree of Civil Engineer (Double Master's Degree), Stevens Institute of Technology
Ph.D. Environmental Engineering, Stevens Institute of Technology

REGISTRATION:

Professional Engineer - Arizona, Arkansas, California, Connecticut, Delaware, Georgia, Illinois, Iowa, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Nevada, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Texas, Vermont, Virginia, West Virginia and Wisconsin
Professional Planner - New Jersey
Certified Municipal Engineer - New Jersey
Structural Engineering Certification Board
NICET - Certified, Highway Construction
OSHA 40-Hour Hazardous Waste Site Operations
OSHA Certified in Construction Safety
Certified Public Works Manager
Qualified Environmental Professional

GUBERNATORIAL APPOINTMENTS:

Dr. Boswell was appointed by the Governor of the State of New Jersey and confirmed by the State Senate to the New Jersey Council on Environmental Quality.

Dr. Boswell was appointed by the Governor of the State of New Jersey as a Member of the Regional Intergovernmental Transportation Coordinating Study Commission.

SENATE PRESIDENT APPOINTMENT:

Dr. Boswell was appointed by the New Jersey State Senate President to the Environmental Risk Assessment and Risk Management Study Commission.

EXPERIENCE:

Dr. Boswell is the President and CEO of Boswell Engineering, directing all phases of the business. Under his direction the firm has provided the design and construction engineering for hundreds of miles of newly constructed, redesigned or relocated roads and major state and interstate highways and bridges throughout the northeastern United States. He is also the appointed municipal, planning board, and zoning board of adjustment engineer for over 30 communities.

As the managing officer of Boswell Engineering, Dr. Boswell is ultimately responsible for the quality and timeliness of all projects performed by the firm. A sampling of significant transportation engineering projects of the firm includes the following:

- New Jersey Turnpike Authority (NJTA), Middlesex County, NJ. Design for the construction of a new four (4) lane 3.6 mile section of Route 92 including four (4) bridges, a toll plaza and an administration building (approximately \$70 Million in construction cost).
- NJTA. Construction supervision for the construction of Secaucus Interchange which involves a new ramp network over and under the mainline and a new segment of local roadways connecting to the new interchange (approximately \$190 Million in construction cost).

STEPHEN T. BOSWELL, Ph.D., P.E., P.P., SECB

- New Jersey Transit. Design/Build/Operate/Maintain (DBOM) project for a 35 mile section of the Southern NJ Light Rail Transit System between Camden and Trenton. Boswell Engineering's responsibilities as a major participant of the consultant team include facilities engineering - *civil, utility and traffic engineering, and right-of-way*, technical services - *permitting, survey and mapping*, and environmental services (approximately \$600 Million in construction cost).
- New York State Thruway Authority (NYSTA). Construction supervision for the reconfiguration of I-87/I-287 from the Tappan Zee Bridge Toll Plaza to the Saw Mill Parkway Crossing on I-287 a distance of approximately three (3) miles (approximately \$200 Million in construction cost).
- County of Bergen, NJ. Design and construction engineering services for the River Road Public/Private Partnership in Edgewater, NJ involving the reconstruction of three (3) miles of five (5) lane roadway including signalization and two (2) municipal parking lots (approximately \$12 Million in construction cost).
- County of Albany, New York. Design and construction supervision of eight (8) highway and bridge projects under two (2) agreements (approximately \$26.5 Million in construction cost).
- Connecticut Department of Transportation. Design for the rehabilitation and/or replacement of 13 bridges under the Infrastructure Renewal Program (approximately \$15 Million in construction cost).
- New Jersey Department of Transportation (NJDOT). Design services and constructibility review associated with a NJDOT Design/Build contract for the replacement of three (3) bridges in Maplewood, North Plainfield and Plainfield, NJ (approximately \$2.6 Million in construction cost).
- NJDOT, Randolph, NJ. Design for the reconstruction of four (4) miles of Sussex Turnpike (approximately \$26 Million in construction cost).
- NJDOT. Design services for the rehabilitation of seven (7) bridges on Route 31 & I-78.
- NJDOT. Construction management for the reconfiguration of the Route 4 & 17 Interchange (approximately \$50 Million in construction cost).
- NYSTA, Albany County, NY. Design for the rehabilitation of 20 miles of roadway and the rehabilitation of five (5) bridges between MP 141.3 and MP 161 (approximately \$16 Million in construction cost).
- New York State Department of Transportation (NYSDOT). Highway design, bridge design, bridge inspection, and constructibility review for specific projects in the six (6) county area of Region 2 under the 1993-1997 Design Service Agreement (\$1.75 Million fee).
- NYSDOT. Construction supervision for the reconstruction of six (6) kilometers on the Hutchinson River Parkway and the rehabilitation of four (4) bridges and one (1) bridge replacement in Westchester County (approximately \$42 Million in construction cost).
- NJTA. Design of concrete median barrier and drainage modifications and improvements between MP E 110.6 and MP E 116.3 (approximately \$8 Million in construction cost).
- Pennsylvania Turnpike Commission, Greensburg Bypass. Final design of two (2) sections of the Turnpike in western Pennsylvania known as Amos K. Hutchinson Expressway. This bypass includes the design of eight (8) miles of new mainline and nine (9) highway structures (approximately \$125 Million in construction cost).
- Pennsylvania Department of Transportation, Mid-County Expressway. Final design of 3.5 miles of I-476 (Blue Route), including new bridges, noise barriers, retaining walls, interchanges, signage, etc. (approximately \$200 Million in construction cost).
- NYSDOT. Underwater inspections and fathometric surveys including videotape documentation of 450 bridges and waterfront facilities under 2 contracts, NYSDOT Regions 3,4,5 & 6 and NYSDOT Regions 10 & 11 (\$3.8 Million fee).

STEPHEN T. BOSWELL, Ph.D., P.E., P.P., SECB

- Township of North Bergen, NJ. Design and construction supervision of the conversion of an 8 MGD sewage treatment plant to a pumping station and installation of approximately three (3) miles of fused HDPE force main (approximately \$20 Million in construction cost)

Dr. Boswell has authored numerous environmental impact statements and wetlands reports and has been qualified as an expert by:

- The New Jersey Tax Court on wetlands delineation and developability of property.
- The New Jersey Superior Court, including the Chancery Division, on septic system design, hydraulics, hydrology, slope stability for detention basins and detention basin design, stormwater management facilities' design, quarry operation and regulation, water treatment and air stripping, general civil engineering, municipal engineering, project engineering, site engineering and planning, transportation engineering, environmental engineering, environmental permitting, structural engineering, and construction supervision.
- The New York Superior Court, Brooklyn, New York on structural engineering.
- The Broward County, Florida, Circuit Court on highway design and general civil engineering.

Dr. Boswell has dealt extensively with the SEQRA process in New York State and the ECRA/ISRA process in New Jersey.

Dr. Boswell's doctoral research proposes a novel method for removing volatile organic chemical contaminants and radon from groundwater. The research includes computer modeling of the contaminant removal, the liquid and gas phase pressure drops, and the economics of a full-scale system.

AWARDS:

Bergen County Society of Professional Engineers
1993 Engineer of the Year Award
American Council of Engineering Companies of New Jersey
1994 Member Recognition Award
New Jersey Society of Municipal Engineers
1995 Engineer of the Year Award
New Jersey Society of Professional Engineers
1995 Engineer of the Year Award
American Society of Civil Engineers North Jersey Branch
1995 Service to the People Award
American Council of Engineering Companies
1997 Community Service Award

PUBLICATIONS:

Boswell, P.E., Stephen T. (1991), "Membrane Air Stripping Utilizing a Plate and Frame Configuration," Ph.D. Dissertation, Stevens Institute of Technology, Hoboken, New Jersey
Boswell, Ph.D., P.E., Stephen T. and David A. Vaccari, Ph.D., P.E. (1994), "Plate and Frame Membrane Air Stripping," ASCE 21st Annual Conference Proceedings, Water Policy and Management: Solving the Problems.
Ganas, P.E., Michael J. and Stephen T. Boswell, Ph.D., P.E. (1994), "Bridge Diving Inspections and the Competitive Bid System: Problems and Pitfalls," Water Operation and Maintenance: Prepared for the United States Department of the Interior, Bureau of Reclamation, Bulletin No. 168.

STEPHEN T. BOSWELL, Ph.D., P.E., P.P., SECB

Boswell, Ph.D., P.E., Stephen T., Patrick J. Carberry, P.E. and John M. Kourouglos (1995), "Removing Metals from an Industrial Wastewater Discharge By Ultrafiltration," Industrial Wastes Technical Conference - Multimedia Pollution Control and Prevention: Prepared for the Water Environment Federation.

Pazwash, Ph.D., P.E., Hormoz and Stephen T. Boswell, Ph.D., P.E. (1995), "Water Quality Measures In Urban Stormwater Management," Prepared for ASCE's 1st International Conference on Water Resources Engineering.

Pazwash, Ph.D., P.E., Hormoz and Stephen T. Boswell, Ph.D., P.E. (1997), "Management of Roof Runoff, Conservation and Reuse," Prepared for Water Resources Planning and Management Division, ASCE's 24th Annual Conference.

Pazwash, Ph.D., P.E., Hormoz and Stephen T. Boswell, Ph.D., P.E. (1999), "Conservation of Water; Reuse of Roof Runoff," Prepared for the ASCE's 1999 International Water Resources Engineering Conference.

Boswell, Ph.D., P.E., Stephen T. (2003), "Underwater Bridge Inspections - The Latest Technologies," Prepared for IBTTA's 2003 Maintenance Committee Fall Conference and International Crossings Committee Meeting Proceedings.

Pazwash, Ph.D., P.E., Hormoz and Stephen T. Boswell, Ph.D., P.E. (2003), "Proper Design of Inlets and Drains for Roadways and Urban Developments," Prepared for the ASCE, EWRI, World Water & Environmental Resources Congress 2003.

AFFILIATIONS:

American Council of Engineering Companies - Fellow

American Society of Civil Engineers - Fellow

American Water Works Association

Bergen County Society of Professional Engineers - (Past President, V.P. & Treasurer)

Stevens Institute of Technology - Trustee

American Council of Engineering Companies of New Jersey - National Director (Past President)

New Jersey Alliance for Action - Member, Board of Directors

New Jersey Society of Municipal Engineers - (Past President, V.P., Secretary & Treasurer)

New Jersey Water Environment Association

North Jersey Water Conference

Water Environment Federation

MICHAEL J. KELLY, P.E.
PROJECT MANAGER

YEARS OF EXPERIENCE: 15 Years

EDUCATION:

BSCE, University of Delaware
MS, Structural Engineering, Stevens Institute of Technology

REGISTRATION:

Professional Engineer – New Jersey, New York
Professional Planner – New Jersey
Certified Municipal Engineer – New Jersey
Certified Public Works Manager
OSHA 10-Hour Construction Safety Training
NICET Level I – No. 14616

EXPERIENCE:

Mr. Kelly has over 15 years of experience in civil, structural, municipal and private engineering projects. As a project engineer, his responsibilities include preparation of project proposals, development of engineering design reports, preparation and review of design plans and preparation of monthly progress reports. In addition, Mr. Kelly's experience includes attendance as the firm's engineering representative at Planning Board, Board of Adjustment and Mayor and Council meetings.

Mr. Kelly has been involved with various municipal public works projects involving roadway reconstruction, culvert and storm sewer replacement, traffic engineering, intersection improvements, municipal and recreation facilities and site plan review. His experience further includes projects involving Green Acres and NJDOT Local Aid Grants.

Relevant project experience includes:

- **FEMA Flood Studies.** Project Manager for Flood Studies for the submission of Letter of Map Amendments to FEMA.
- **Demolition of Concrete Reservoir and Steel Standpipe, Mahwah, NJ.** Project Manager for the demolition of facilities and responsible for coordination with utility companies.
- **Regional Drainage Studies, Mahwah, NJ.** Project Manager to identify problematic areas, developed studies, designed solutions and provided construction management services.
- **Continental Soldiers Park, Mahwah, NJ.** Project Manager for multi-use recreation facilities. Responsibilities included preparation of site plan; design of drainage and sanitary sewer systems; and, to provide construction management services.
- **Municipal Complex Parking Lot Expansion, Ridgefield Park, NJ.** Project Manager responsible for design of parking lot improvements including drainage, grading and lighting and to provide construction management services.

MICHAEL J. KELLY, P.E.

- ***Fellowship Park Improvements, Ridgefield Park, NJ.*** Project Manager for park reconstruction. Responsibilities included investigation of settled park areas, design solution to eliminate settlement and design of park improvements including sports lighting, tennis courts and passive recreation improvements.
- ***Various Road and Sidewalk Programs, Mahwah, NJ.*** Project improvements included grading, drainage, curb, sidewalk, paving and utility relocations.
- ***W. Ramapo Avenue and Island Road Sidewalk Replacement, Mahwah, NJ.*** Project improvements included grading, drainage, curb, sidewalk, paving and utility relocations.
- ***Emergency Repairs to Flaming Arrow Road, Mahwah, NJ.*** Project improvements included grading, drainage, curb, sidewalk, paving and utility relocations.
- ***New Jersey Turnpike Authority.*** Supervision of drilling operations for Route 92 Extension.
- ***New Jersey Highway Authority (NJHA).*** Supervision of drilling operations for design of sign structures along the Garden State Parkway in New Jersey.
- ***New Jersey Department of Transportation (NJDOT).*** Bridge inspection, evaluation and report preparation of 34 State-Owned Bridges.
- ***NJDOT.*** Design/build contract with M.J. Paquet. Design engineer for the replacement of Oakview Avenue, Roosevelt Avenue and Westervelt Avenue bridges. Responsibilities included the preparation of final bridge plans, shop drawing preparation and construction support.
- ***County of Passaic, NJ.*** Design engineer for the rehabilitation of three (3) bridges on the Hamburg Turnpike, Pompton Lakes, NJ. The project involved the replacement of the bridge superstructure and general rehabilitation of the substructures.
- ***NJDOT.*** Willow Grove Road Bridge Replacement, Warren County, NJ. Design engineer for bridge replacement. Responsibilities included preparation of final bridge plans and preparation of quantities and cost estimates.
- ***County of Bergen, NJ.*** Design engineer for Wyckoff Avenue Bridge, Waldwick, NJ. Responsibilities included review of shop drawings.
- ***New Jersey Transit Authority.*** Southern New Jersey Light Rail Transit System. Responsibilities included the verification of utility locations and coordination of utility activities.
- ***Metro-North.*** Preparation and quality control of inspection reports of 26 bridges supporting Metro-North railroads.
- ***Design of various types of retaining walls*** including reinforced concrete retaining walls, masonry block retaining walls and segmental/proprietary retaining walls.

**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.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

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 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

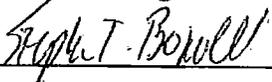
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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): Stephen T. Boswell, Ph.D., P.E., SECB
President

Representative's Signature:



Name of Company:

Boswell Engineering

Tel. No.: 201-641-0770 Date: 4/3/09

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: Boswell Engineering

SIGNATURE: *Stephen T. Boswell* DATE: April 3, 2009

PRINT
NAME: Stephen T. Boswell, Ph.D. TITLE: President
P.E., SECB

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

Vendor must submit one of the following 3 documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (submitted to NJ State Dept of Treasury)

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program

Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07014



February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973 or of 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 Program sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE AND
EQUAL EMPLOYMENT OPPORTUNITY
IN PUBLIC CONTRACTS
PO Box 209
TRENTON, NJ 08625-0209

JON S. CORZINE
Governor

MICHELLENE DAVIS
Acting State Treasurer

ISSUANCE OF CERTIFICATE OF
EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee Information Report (hereinafter referred to as the "State Certificate" and issued in accordance with the Employee Information Report (AA-302) form completed by a representative of your firm. Copies of this certificate should be distributed to all facilities of your company or firm using the same federal identification number and company name and who engage in bidding on public contracts in New Jersey. The original certificate should be retained by you for the duration of its effectiveness.

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

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

Certification 1502

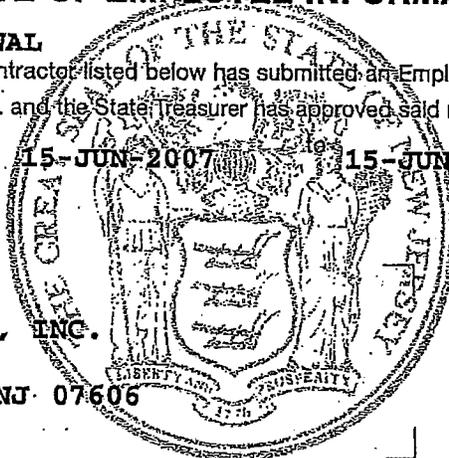
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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-2007 15-JUN-2010

BOSWELL ENGINEERING, INC.
330 PHILLIPS AVENUE
SO. HACKENSACK NJ 07606



Handwritten signature of Michelle Davis
Acting State Treasurer

**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. S121 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.

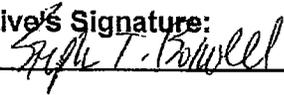
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

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): Stephen T. Boswell, Ph.D., P.E., SECB
President

Representative's Signature:



Name of Company:

Boswell Engineering

Tel. No.: 201-641-0770 **Date:** 4/3/09

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 qualification statement.

Business Name: Boswell Engineering

Address: 330 Phillips Avenue, South Hackensack, NJ 07606

Telephone No.: 201-641-0770

Contact Name: Stephen T. Boswell, Ph.D., P.E., SECB

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.

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>

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 CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 970-051-3227500	SEQUENCE NUMBER: 0001
ADDRESS: 437 ROSELING AVE TRENTON, NJ 08611	ISSUANCE DATE: 07/14/14
ISSUANCE DATE: 07/14/14	

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	437 ROSELING AVE TRENTON, NJ 08611
Certificate Number:	1092007
Date of Issuance:	October 14, 2014
For Office Use Only:	
20041014112021533	

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 352
TRENTON, NJ 08646-0252

TAXPAYER NAME:

BOSWELL ENGINEERING, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

221-896-168/000

CONTRACTOR CERTIFICATION#

0099760

ADDRESS

330 PHILLIPS AVE
SO HACKENSACK NJ 07606

ISSUANCE DATE:

10/03/01

EFFECTIVE DATE

07/01/66

Patricia A. Chiacchiera

Director, Division of Revenue

FORM-BRC(08-01)

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

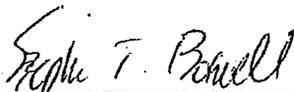
PUBLIC DISCLOSURE INFORMATION

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
Stephen T. Boswell	40 Midland Avenue Wyckoff, NJ 07481	33 1/3%
Bruce D. Boswell	17 Pineview Drive Waldwick, NJ 07463	33 1/3%
Kevin J. Boswell	760 Peach Tree Lane Franklin Lakes, NJ 07417	33 1/3%

SIGNATURE:



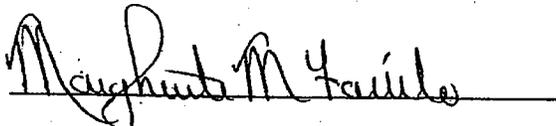
Stephen T. Boswell, Ph.D., P.E., SECB

TITLE: President

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 3rd day of April OF 20 09

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF New Jersey
MY COMMISSION EXPIRES: 20 12 .



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS QUALIFICATION STATEMENT).

MARGHERITE M. FAIELLO
A Notary Public of New Jersey
My Commission Expires January 8, 2012

APPENDIX A:

City of Jersey City - Division of Engineering
RFQ - General Civil Engineering Services 2009-2011

**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 Boswell Engineering (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 Boswell Engineering (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: Boswell Engineering

Signed Stephen T. Boswell Title: President

Print Name Stephen T. Boswell, Date: April 3, 2009
Ph.D., P.E., SECB

Subscribed and sworn before me
this 3rd day of April, 2009.

My Commission expires: Jan. 8, 2012

James D. Kelly
(Affiant)
James D. Kelly, Esq., P.E., Secretary
(Print name & title of affiant) (Corporate Seal)

Margherite M. Faiello

MARGHERITE M. FAIELLO
A Notary Public of New Jersey
My Commission Expires January 8, 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.



April 7, 2009

Mr. Peter Folgado
Director of Purchasing
Department of Administration
City of Jersey City
1 Journal Square Plaza, 2nd Floor
Jersey City, NJ 07306

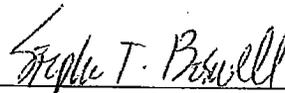
Dear Mr. Folgado:

The undersigned, as Respondent, has submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Jersey City (City), in connection with the City's need for Professional Engineering Services (May 2009 – May 2011).

Boswell Engineering HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. Boswell Engineering agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. Boswell Engineering acknowledges that all costs incurred in connection with the preparation and submission of the Qualification Statement and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. Boswell Engineering hereby declares that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City
5. Boswell Engineering declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. Boswell Engineering acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.
7. Boswell Engineering acknowledges that any contract executed with respect to the provision of Professional Engineering Services (May 2009 – May 2011) must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

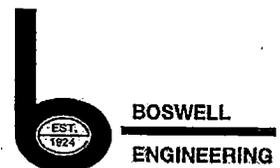


Signature of Chief Executive Officer

Stephen T. Boswell, Ph.D., P.E. - President/CEO
Name and Title

Boswell Engineering
Name of Firm

Dated: April 7, 2009



Certificate Number
601455

Registration Date: 08/19/2008
Expiration Date: 08/18/2009



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Stephen T. Boswell, President
Bruce D Boswell, Vice-President

Handwritten signature of David J. Socolow, Commissioner of Labor and Workforce Development.

David J. Socolow, Commissioner
Department of Labor and Workforce Development

Boswell Engineering
2008

Responsible Representative(s):
Kevin J. Boswell, Vice-President

NON TRANSFERABLE

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

State of New Jersey

Division of Consumer Affairs

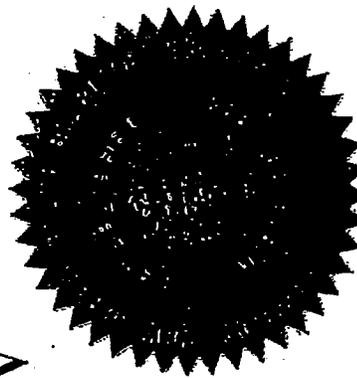
State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

BOSWELL ENGINEERING, INC.
330 PHILLIPS AVENUE
South Hackensack NJ 07606

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION



to offer the following services

Engineering & Land Surveying 08/17/2008 08/31/2010

Person in Responsible Charge STEPHEN T BOSWELL

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/certprt.pdf>

Date: September 3, 2008
Certificate No. 24GA27958000
Expiration: 08/31/2010

Executive Director