

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

City Clerk File No. Res. 12-660

Agenda No. 10.A

Approved: SEP 12 2012

TITLE:

**RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2012 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.**



COUNCIL  
the following resolution:

offered and moved adoption of

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2011 Municipal Budget:

	<u>FROM</u>	<u>TO</u>
Clean Communities Grant	\$302,314	\$600,061

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

	FROM	TO
Clean Communities Grant	\$302,314	\$600,061

BE IT FURTHER RESOLVED that notification of these budget changes will be made to the Director of the Division of Local Government Services on forms as prescribed by the aforementioned authority.

APPROVED: *Donna Hayes CFO*

APPROVED AS TO LEGAL FORM

APPROVED: *J. Subler*  
Business Administrator

*Kevin Kelly*  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
						9/12/12					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-661

Agenda No. 10.B

Approved: SEP 12 2012

TITLE:



## RESOLUTION ADOPTING AND RATIFYING THE 2012-2013 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

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

**WHEREAS**, at its meeting of August 1, 2012, the Municipal Council of the City of Jersey City introduced and approved the Historic Downtown Special Improvements District following budget for the period July 1, 2012 through June 30, 2013, a copy which is attached; and

**WHEREAS**, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on September 12, 2012; and

**WHEREAS**, the Municipal Council has determined that at least one week prior to the hearing, a complete copy of the approved budget was advertised; and

**WHEREAS**, all persons having an interest in the budget were given the opportunity to present objections; and

**WHEREAS**, the Municipal Council having considered the comments at the public hearing is of the opinion that it is appropriate and desirable to ratify and adopt the Budget without amendment as advertise; and

**WHEREAS**, pursuant to N.J.S.A. 40:56-80 and N.J.S.A. 40:56-84, the Municipal Council of the City of Jersey City is required to adopt the budget by Resolution after closing the hearing.

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

1. The Historic Downtown Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$428,143.00 for the Historic Downtown Special Improvement District for the period July 1, 2012 through June 30, 2013, which sum shall be raised by taxation during the period July 1, 2012 through June 30, 2013.

TITLE:

- 2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.
- 3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.
- 4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the Historic Downtown Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

RB/rj

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: [Signature] \_\_\_\_\_  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

# HISTORIC DOWNTOWN MANAGEMENT CORPORATION

Special Improvement District – Jersey City  
317 Grove St. Ste. 2, Jersey City, NJ 07306, 201-547-3554

## RESOLUTION APPROVING THE BUDGET FOR THE 2012-2013 FISCAL YEAR OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT (HDSID)

WHEREAS, N.J.S.A. 40:56-25 et. seq., the State Statute authorizing the creation of Special Improvement Districts and the Designation of a District Management Corporation must submit an annual budget for approval by the Municipal Council; and

WHEREAS, Ordinance # 97-021 of the City of Jersey City Municipal Council, providing for the Creation of a Historic Downtown Special Improvement District (HDSID) and designation of the Historic Downtown Special Improvement District Management Corporation as the District Management Corporation (DMC);

WHEREAS, pursuant to Article I, Section 4 of the By-laws of the Historic Downtown Special Improvement District;

NOW, THEREFORE BE IT RESOLVED that the HDSID held a meeting on June 14, 2011; and a quorum was present to move and second the submission of the HDSID Fiscal Year 2012/2013 annual budget to the Jersey City Economic Development Corporation and forward to the City Council of the City of Jersey City for a resolution allowing the New Jersey State Urban Enterprise Zone Authority to adopt the budget for the purposes of providing a grant to the HDSID in the amount of \$173,143.00.

  
John Reichart  
President

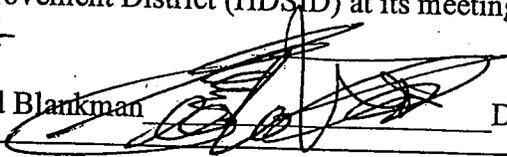
  
Jerald Blankman  
Secretary

RECEIVED

29 P 1:01  
CITY'S OFFICE  
CITY, N.J.

CERTIFIED to be a true copy of the RESOLUTION adopted by the Historic  
Downtown Special Improvement District (HDSID) at its meeting on: \_\_\_\_\_  
by of 5/15, 2012

HDSID Secretary, Jerald Blankman

  
Dated: 5/15/12

ROW	SID	VEZ	Total	Comments	
	2013	2013	2013		
<b>INCOME</b>					
A3	SID Assessments	\$173,143.00	\$0.00	\$173,143.00	See Footnote # 1
A4	Sponsorship	\$80,000.00	\$0.00	\$80,000.00	See Footnote # 2
A5	Other Income	\$125,000.00	\$50,000.00	\$175,000.00	See Footnote # 3
<b>INCOME</b>					
<b>EXPENSES</b>					
	Operations			In accordance with Statute 40:56-43	
A11	Cleaning Services	\$120,000.00	\$0.00	\$120,000.00	Litter/maintenance/garbage/maintenance services for the entire district including event assistance: 3 full time employees, 2 part time employees to cover the district 7 days a week, 7 am - 7 pm M-F; 8am - 6pm weekends. Staff provided by ACS (Vendor)
A12	Design Assistance	\$5,000.00	\$0.00	\$5,000.00	Includes, but not limited to design of signage, banners, websites, planners, garbage can/clic
<b>EXPENSES</b>					
	Marketing				
A16	Web	\$5,443.00	\$0.00	\$5,443.00	Fees for maintenance, design and services regarding web site, web marketing and related activity
A18	Holiday & Special Events	\$45,000.00	\$10,000.00	\$55,000.00	Organize support activities and materials, including but not limited to: lighting, banners, flags, signage, decorations, etc for seasonal marketing and special events.
A19	Printing / Promotions	\$1,000.00	\$2,500.00	\$3,500.00	Newsletters, meetings, promotions
A20	Business Attraction/Retention & Retail	\$55,000.00	\$7,500.00	\$62,500.00	Public Relations to publicize district, including but not limited to: seminars, advertising, coop programs, conventions, special events, etc
A21	Collateral Materials	\$5,000.00	\$0.00	\$5,000.00	SID Assessment funding used for any collateral materials needed for events, meetings or business assistance
<b>INCOME</b>					
<b>EXPENSES</b>					
<b>TOTAL</b>					

ROW	SID	VEZ	Total	Comments
ROW	SID	VEZ	Total	Comments
<b>Capital Programs</b>				
A22				See Footnote 4
A23				See Footnote 5
A24	\$15,200.00	\$0.00	\$15,200.00	Full over funds utilized for Capital Improvements throughout the District including but not limited to bike racks, additional garbage cans, planters, recycling bins, Welcome Center at PATH Plaza, W.P.H. ETC.
<b>Administration</b>				
A30	\$10,000.00	\$5,000.00	\$15,000.00	Liability: Directors, Officers, Business Owners, Special Event Insurance, Health Insurance
A31	\$8,000.00	\$0.00	\$8,000.00	Ground Floor space within the district to serve as a resource and welcome center
A32	\$4,000.00	\$0.00	\$4,000.00	Lights, phone, electric, gas, etc.
A33	\$1,000.00	\$0.00	\$1,000.00	Mailing annual material, quarterly newsletters and various notifications
A34	\$500.00	\$0.00	\$500.00	Letter head, business cards, note cards, envelopes, etc.
A35	\$90,000.00	\$20,000.00	\$110,000.00	Nihal Elrom (Full Time Executive Director) \$55,000, Rachel Budow (Full Time Program/Marketing Director) \$45,000 Seasonal/Part-time Assistants \$10,000.00
A36	\$4,000.00	\$0.00	\$4,000.00	SID Assessment funding used for any legal fees incurred during the fiscal year.
A37	\$5,000.00	\$2,000.00	\$7,000.00	Auditor and Bookkeeping, accountants for tax returns and audits
A38	\$1,000.00	\$0.00	\$1,000.00	
A39	\$2,000.00	\$3,000.00	\$5,000.00	SID Assessment used for meeting space rental if needed as well as materials and speakers. 13 meetings per year, and any necessary special meetings.
A40	\$0.00	\$0.00	\$0.00	
A41	\$1,000.00	\$0.00	\$1,000.00	membership dues for DNI, Chamber of Commerce, etc.
<b>SUB TOTAL</b>				
<b>OPERATIONAL EXPENSES</b>				
<b>OPERATIONAL EXPENSES</b>				

## FOOTNOTES TO 2012-13 BUDGET

### FOOTNOTE 1: Assessments

Funds collected from assessments of all properties within the district. FY 2013 assessment raised 2.5%.

### FOOTNOTE 2: Sponsorships

Sponsorships received for all programs this year including Groove on Grove, the Farmers Market and any other events sponsored by HDSID.

### FOOTNOTE 3: Other Income

This includes any in-kind contributions as well as any carry over of SID assessments funds and sponsorship funds not utilized in the previous year.

### FOOTNOTE 4: DOT, CDGB

We anticipate submitting an application this year; and the funds would be allocated accordingly.

### FOOTNOTE 5: Streetscape Grant

We are working with the city of Jersey City and anticipate an application this year; the funds would be allocated accordingly.

# RESOLUTION OF THE CITY OF JERSEY CITY, N.J.

City Clerk File No. Res. 12-662

Agenda No. 10.C

Approved: SEP 12 2012

TITLE:



## RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

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

**WHEREAS**, on July 24, 2011 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Historic Downtown Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

**WHEREAS**, the owners were duly sent a notice of the public hearing on the Assessment Roll which notice was also advertised in a newspaper of general circulation; and

**WHEREAS**, on September 12, 2012, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

**WHEREAS**, the Municipal Council considered the comments at the public hearing; and

**WHEREAS**, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Historic Downtown Special Improvement District for the budget year July 1, 2012 through June 30, 2013; and

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

1. the City of Jersey City hereby accepts and approves the Assessment Roll of properties in the Historic Downtown Special Improvement District;
2. the City Clerk be and is hereby authorized to send a certified copy of this Resolution and Assessment Roll to the Hudson County Tax Board.

APPROVED: \_\_\_\_\_  
RB/rj  
APPROVED: *[Signature]*  
Business Administrator

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

Certification Required

Not Required

**APPROVED 8-0**  
**9/12/12**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

12-662  
 SEP 12 2012

Public Notice  
 City of Jersey City

HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT 2012-2013

Block	Lot	Owner	Address	City-St	Zip	Bill Amt
12905	18	0786, LLC	250 NEWARK AVE.	JERSEY CITY, NJ	07302	\$427.89
12901	6	109 CHRISTOPHER COLUMBUS, LLC	148 FIRST ST 2ND FL	JERSEY CITY, NJ	07302	\$1,300.77
12802	24	112 MERCER ST.PROJECT	77 DWIGHT PL.	ENGLEWOOD, N.J.	07631	\$0.00
12901	5	115 CCD PARTNERS, L.P.	115 COLUMBUS DRIVE	JERSEY CITY, NJ	07302	\$2,139.43
13001	1	116 NEWARK AV.CORP.C/O CAROL MAURER	30 MONTGOMERY ST 15TH FL	JERSEY CITY, NJ	07302	\$3,776.51
11405	18	121 NEWARK LLC,%MECHLOVITZ,LAZER	1136 E.73RD ST	BROOKLYN, NY	11234	\$1,283.66
11404	18	126 NEWARK AVE., L.L.C.	240 YORK ST.	JERSEY CITY, N.J.	07302	\$2,098.01
11405	16	129 NEWARK AVE. OF J.C., INC.	P.O. BOX 373	JERSEY CITY, NJ	07302	\$1,735.50
12704	6	129-131 NEWARK AVE.	P.O. BOX 373	JERSEY CITY, NJ	07302	\$330.16
12704	3	129-131 NEWARK AVE.	P.O.BOX 373	JERSEY CITY, N.J.	07302	\$278.13
12704	4	129-131 NEWARK AVE.	P.O.BOX 373	JERSEY CITY, N.J.	07302	\$278.13
12704	5	129-131 NEWARK AVE.	P.O.BOX 373	JERSEY CITY, N.J.	07302	\$1,021.45
11404	23	138 NEWARK AVENUE ASSOCIATES, L.L.C	205 LELAK AVENUE	SPRINGFIELD, NJ	07081	\$475.81
11405	5	157 NEWARK AVENUE,LLC % FABCO E,INC	52-55 74TH ST.	ELMHURST, N.Y.	11373	\$855.77
11405	1	159-161 NEWARK AVENUE, LLC	562 JERSEY AVE.	JERSEY CITY, NJ	07302	\$2,624.82
12704	15	163-165 NEWARK AVE,LLC % JACOB ZAGA	3856 BEDFORD AVE.	BROOKLYN, NY	11229	\$5,441.33
12705	4	165 CHRISTOPHER COLUMBUS DRIVE, LLC	18 CHOPIN CT.	JERSEY CITY, NJ	07302	\$0.00
12704	14	167-169 NEWARK AVE. REALTY, LLC	95 MAIN AVE., 1ST FL.	CLIFTON, NJ	07014	\$1,023.50
12704	20	170 CHRISTOPHER COLUMBUS DR. LLC.	11-76 ST.	NORTH BERGEN, NJ	07047	\$864.33
12704	12	173 NEWARK AVE.CORP.	1186 E.22ND. ST.	BROOKLYN, N.Y.	11210	\$496.35
12704	17	173 NEWARK AVE.CORP.	1186 E.22ND. ST.	BROOKLYN, N.Y.	11210	\$320.91
12704	18	173 NEWARK AVE.CORP.	1186 E.22ND. ST.	BROOKLYN, N.Y.	11210	\$641.83
12704	10	179 NEWARK AVENUE, LLC.	11-76 ST	NORTH BERGEN,NJ	07047	\$1,283.66
11115	1	200 NEWARK AVE, LLC.	18 CHOPIN COURT	JERSEY CITY, NJ	07302	\$1,312.24
11404	10	213-215 BAY ST.	352 GROVE ST.	JERSEY CITY, NJ	07302	\$427.89
11404	11	213-215 BAY ST.	352 GROVE ST.	JERSEY CITY, NJ	07302	\$427.89
11113	29	216 NEWARK AVENUE, LLC	147 WEST 40TH ST.	NEW YORK CITY, N.Y.	10018	\$427.89
11110	8	247-249 NEWARK AVE.CORP.C/O MOCCO	343-45 10TH. ST.	JERSEY CITY, N.J.	07302	\$479.92
11110	7	247-249 NEWARK AVE.CORP.C/O MOCCO	343-45 10TH.ST.	JERSEY CITY, N.J.	07302	\$479.92
11110	9	247-249 NEWARK AVE.CORP.C/O MOCCO	343-45 10TH.ST.	JERSEY CITY, N.J.	07302	\$479.92
11110	10	247-249 NEWARK AVE.CORP.C/O MOCCO	343-45 10TH.ST.	JERSEY CITY, N.J.	07302	\$479.92
11110	6	247-49 NEWARK AVE.CORP.C/O MOCCO	343-45 10TH.ST.	JERSEY CITY, N.J.	07302	\$479.92
12905	21	273 GROVE STREET CORNER U.R. L.L.C.	PO BOX 3377, MEMORIAL ST.	MONTCLAIR, NJ	07043	\$427.89
12905	22	275-277, L.L.C.	P.O.BOX 3377 MEM. STATION	MONTCLAIR, NJ	07043	\$0.00
12905	22	275-277, L.L.C.	P.O.BOX 3377 MEM. STATION	MONTCLAIR, NJ	07043	\$0.00
12905	22	275-277, L.L.C.	P.O.BOX 3377 MEM.STATION	MONTCLAIR, NJ	07043	\$427.89
12905	20	275-277, L.L.C.	PO BOX 3377	MONTCLAIR, NJ	07043	\$427.89
12906	22	295-297 ASSOC.,INC.	581 JERSEY AVE.	JERSEY CITY, N.J.	07302	\$427.89
12906	23	295-297 ASSOC.,INC.	581 JERSEY AVE.	JERSEY CITY, N.J.	07302	\$342.31
12906	19	303 GROVE STREET PARTNERS,LLC	303 GROVE ST., #C3	JERSEY CITY, NJ	07302	\$222.50
11405	2	324 BARROW STREET, LLC	52-55 74TH ST.	ELMHURST, NY	11373	\$376.54
11405	3	324 BARROW STREET, LLC	52-55 74TH ST.	ELMHURST, NY	11373	\$419.67
11405	4	324 BARROW STREET, LLC	52-55 74TH ST.	ELMHURST, NY	11373	\$1,261.75
11507	28	340 GROVE, L.L.C	1420 NEW CHURCH STREET	RAHWAY, NJ	08000	\$427.89
11404	14	341 GROVE STREET,LLC% HONEY-TEL	341 GROVE ST.	JERSEY CITY, NJ	07302	\$412.31
11507	30	344 GROVE STREET, L.L.C.	2 SHERMAN PLACE	JERSEY CITY, NJ	07307	\$427.89
11403	20	353 GROVE STREET, L.L.C.	220 WILLOW AVENUE	HOBOKEN, NJ	07030	\$1,392.51
11508	19	364 GROVE INC.,	364 GROVE ST.	JERSEY CITY, NJ	07302	\$427.89
12706	14	511 PHOENIX ASSOC.%PHOENIX PROPERTY	93 MAIN ST., SUITE 202	NEWTON, NJ	07860	\$0.00
12703	8	523 JERSEY AVENUE CORP.	P.O. BOX 100	MARLBORO, NJ	07746	\$342.31
11401	1	546 JERSEY, LLC	18 CHOPIN CT.	JERSEY CITY, NJ	07302	\$366.10
11114	31	548 JERSEY AVE., LLC	156 FIFTH AVE #1134	NEW YORK, NY	10010	\$285.31
11114	32	550 JERSEY AVE., L.L.C.	6 LEE AVE	MADISON, NJ	07940	\$0.00
11110	3	ABRAMS, ARTHUR & MARSHALL WOFEY	255 NEWARK AVE.	JERSEY CITY, N.J.	07302	\$462.12
13001	2	AFLITTO, CATHY & FRANK	44 HENRY DRIVE	MANAHAWKIN, NJ	08050	\$0.00
11404	15	AGARWAL, MADHU	240 YORK ST.	JERSEY CITY, N.J.	07302	\$334.61
11404	16	AGARWAL, MADHU	240 YORK ST.	JERSEY CITY, N.J.	07302	\$325.53
11404	17	AGARWAL, MADHU	240 YORK ST.	JERSEY CITY, N.J.	07302	\$343.16
12703	9	AGARWAL, MADHU	240 YORK ST.	JERSEY CITY, N.J.	07302	\$1,260.89
12705	5	AIGEN, GARY P. & HELEN V.	58 MIDWOOD ST.	BROOKLYN, NY	11225	\$427.89
11113	21	ALLIOT, SARAH JANE	272 MONTGOMERY STREET	JERSEY CITY, N.J.	07302	\$0.00
12705	12	ANDRADE, JUAN	P.O. BOX 9133	JERSEY CITY, NJ	07309	\$376.54
13001	2	ANG, ALBERT T.	102 C. COLUMBUS DR. #602	JERSEY CITY, NJ	07302	\$0.00
11110	2	AQUINO, FATIMAH	382 MONMOUTH ST., UNIT 2	JERSEY CITY, NJ	07302	\$0.00
12702	4	ARBUS, JESSICA M. & ZUCARELLI, EVAN	217 NEWARK AVE., #315	JERSEY CITY, NJ	07302	\$0.00
11405	19	ARGARWAL, BRU & CHAMAN	119 NEWARK AVE.	JERSEY CITY, N.J.	07302	\$910.03
13001	2	ARORA, SUMIT & DHOND, AVANI	102 C. COLUMBUS DR. #601	JERSEY CITY, NJ	07302	\$0.00
12802	24	ATAHAN, SINEM	112 MERCER ST., UNIT 3	JERSEY CITY, N.J.	07302	\$0.00
12702	4	AVENDANO,GABRIEL V. & PANKOV, OLGA	217 NEWARK AVE., #405	JERSEY CITY, NJ	07302	\$0.00
11114	38	AVILES, HERMINIO	558 JERSEY AVE.	JERSEY CITY, NJ	07302	\$0.00
13001	2	AWE, TINUADE	3303 BEAVERWOOD LANE	SILVERSPRING, MD	20906	\$0.00
11110	2	AZEVEDO, PAULA & MCLEOD, LISA	384B MONMOUTH ST.	JERSEY CITY, NJ	07302	\$0.00
13001	2	BAHN, JOOHYUN	103 GREENE ST. #6	JERSEY CITY, NJ	07302	\$0.00
12706	13	BAPTIST REHABILITATION	513 JERSEY AVE.	JERSEY CITY ,N.J.	07302	\$0.00



12-662  
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12705	8	COLUMBUS REALTY,LLC.	250 NEWARK AVE. SUITE#1	JERSEY CITY, NJ	07302	\$0.00
12705	10	COLUMBUS REALTY,LLC.	250 NEWARK AVE. SUITE#1	JERSEY CITY, NJ	07302	\$0.00
12705	11	COLUMBUS REALTY,LLC.	250 NEWARK AVE. SUITE#1	JERSEY CITY, NJ	07302	\$0.00
11113	21	COMBES, RICHARD & SHYR, LUNA	553 JERSEY AVE. UNIT#4L	JERSEY CITY, NJ	07302	\$0.00
12901	8	CONSTANTINOS C.POLYCHRONIS FOUND	3836 WENTWOOD DR.	DALLAS, TX	75225	\$367.98
12901	7	CONSTANTINOS C.POLYCHRONIS FOUND	3836 WENTWOOD DRIVE	DALLAS, TX	75225	\$453.56
12901	9	CONSTANTINOS C.POLYCHRONIS FOUND	3836 WENTWOOD DRIVE	DALLAS, TX	75225	\$1,745.77
11404	27	CRACKED EGGS, L.L.C.	60-70 CENTRAL AVE.	SOUTH KEARNY, NJ	07032	\$333.75
11404	3	CRUZ, ISMAEL	159 W.SADDLE RIVER RD.	SADDLE RIVER, N.J.	07458	\$480.26
12901	4	CRUZ, ISMAEL	159 W.SADDLE RIVER RD.	SADDLE RIVER, N.J.	07458	\$427.89
12903	24	CRUZ, ISMAEL	159 W.SADDLE RIVER RD.	SADDLE RIVER, N.J.	07458	\$1,013.75
12901	2	CRUZ, ISMAEL	159-W.SADDLE RIVER RD.	SADDLE RIVER, N.J.	07458	\$427.89
12901	12	CRUZ, ISMAEL	311 GROVE ST.	JERSEY CITY, N.J.	07302	\$427.89
12901	3	CRUZ, ISMAEL	311 GROVE STREET	JERSEY CITY, N.J.	07302	\$427.89
11403	15	CRUZ, ISMAEL & MERCEDES	159 W.SADDLE RIVER RD.	SADDLE RIVER, N.J.	07458	\$431.31
11403	16	CRUZ, ISMAEL & MERCEDES	159 W.SADDLE RIVER RD.	SADDLE RIVER, N.J.	07458	\$427.03
11404	13	CRUZ, ISMAEL & MERCEDES	159 W.SADDLE RIVER RD.	SADDLE RIVER, N.J.	07458	\$504.05
11507	29	CRUZ, ISMAEL & MERCEDES	159 W.SADDLE RIVER RD.	SADDLE RIVER, N.J.	07458	\$427.89
12704	29	CRUZ, ISMAEL & MERCEDES	159 W.SADDLE RIVER RD.	SADDLE RIVER, N.J.	07458	\$367.98
11404	28	CRUZ, ISMAEL & MERCEDES	311 GROVE ST.	JERSEY CITY, NJ	07302	\$344.02
12906	26	CRUZ, ISMAEL & MERCEDES	311 GROVE ST.	JERSEY CITY, N.J.	07302	\$342.31
11404	12	CRUZ, ISMAEL & MERCEDES	311 GROVE STREET	JERSEY CITY, N.J.	07302	\$435.76
11404	2	CRUZ, RAMON & GLADYS	121 ERIE STREET	JERSEY CITY, N J	07302	\$482.65
11114	39	CURCIO, JOANNE & SIMONE, ANN MARIE	558.5 JERSEY AVE.	JERSEY CITY, NJ	07302	\$0.00
12802	19	DAMERGY, JOHN	935 WILLOW AVE	RIVER EDGE, N J	07661	\$427.89
12706	16	DAMERGY, JOHN R	935 WILLOW AVE	RIVER EDGE, N J	07661	\$0.00
12706	17	DAMERGY, JOHN R	935 WILLOW AVE	RIVER EDGE, N J	07661	\$0.00
12706	18	DAMERGY, JOHN R	935 WILLOW AVE	RIVER EDGE, N J	07661	\$427.89
12702	4	DAY, LAUREN K.	217 NEWARK AVENUE, #512	JERSEY CITY, NJ	07302	\$0.00
12703	6	DEL FORNO, DANTE, RHETT & JESSICA	527 JERSEY AVE.	JERSEY CITY, NJ	07302	\$342.31
12705	12	DEMCSAK, MAXWELL R.	319 BARROW ST., #4B	JERSEY CITY, N.J.	07302	\$0.00
12702	4	DESAI, RAKSHA	10 REGENT ST #613	JERSEY CITY, NJ	07302	\$0.00
12702	4	DESANTO, PETER	217 NEWARK AVE, #204	JERSEY CITY, NJ	07302	\$0.00
12702	4	DICKINSON, JAMES & JENNIFER	217 NEWARK AVENUE, #517	JERSEY CITY, N.J.	07302	\$0.00
12702	4	DICKINSON, JAMES A. & JENNIFER A.	217 NEWARK AVENUE, #312	JERSEY CITY, N.J.	07302	\$0.00
11110	5	DIMEOLA, CLAIRE & BONAPACE, RUTH	1125 MAXWELL LANE #438	HOBOKEN, NJ	07030	\$479.92
12705	3	DUNN, JUDITH	167 CHRIST.COLUMBUS DR.	JERSEY CITY, N.J.	07302	\$0.00
12705	12	EBRAHIMI, PEGAH	319 BARROW ST., #3A	JERSEY CITY, N.J.	07302	\$0.00
13001	2	EDKE, YOGESH & PRADNYA	102 C. COLUMBUS DR. #407	JERSEY CITY, NJ	07302	\$0.00
12704	7	ENNOBLE REACH MANAGEMENT, CORP.,	306 3RD ST. #1	JERSEY CITY, NJ	07302	\$659.63
11114	35	ESPOSITO, NICHOLAS	554 JERSEY AVE.	JERSEY CITY, NJ	07302	\$0.00
11113	30	ESTATE OF JOSEPH G. IECAMPO	650 BLVD EAST, UNIT 228	WEST NEW YORK, NJ	07093	\$427.89
12706	12	EVERSON, KELLY	6108 BIRCHWOOD LN	SCHOFIELD, WI	54476	\$0.00
12702	1	FAMULARO, J. & M.	301 1ST ST.	JERSEY CITY, N.J.	07302	\$1,283.66
13001	2	FAN, CHEN & ZHEN & SHENYAN	1 KEHOE CT	WEST WINDSOR, NJ	08550	\$0.00
11110	2	FARRELL, JOHN	330 FIRST ST., #BD4	JERSEY CITY, NJ	07302	\$0.00
11110	2	FARRELL, JOHN	330 FIRST ST., #BD4	JERSEY CITY, NJ	07302	\$0.00
12702	4	FELIU, GABRIEL	217 NEWARK AVENUE, #414	JERSEY CITY, NJ	07302	\$0.00
12704	21	FERNANDEZ, MISAEL & LUZ	1270 TERRILL RD.	SCOTCH PLAINS, NJ	07076	\$436.44
12704	28	FERNANDEZ, MISAEL & LUZ	1270 TERRILL RD.	SCOTCH PLAINS, NJ	07076	\$855.77
12702	4	FERREL, BRANDIE & PLADDYS, EDWARD	217 NEWARK AVE., #213	JERSEY CITY, NJ	07302	\$0.00
11508	1	FIRST GROVE, L.L.C.	40 GOLF OVAL	SPRINGFIELD, N.J.	07081	\$427.89
11508	20	FIRST GROVE, L.L.C.	40 GOLF OVAL	SPRINGFIELD, N.J.	07081	\$427.89
12702	4	FISHER, RYAN S.	217 NEWARK AVE, #316	JERSEY CITY, N.J.	07302	\$0.00
11507	27	FIVE STAR INV. GROUP, LLC	493 JERSEY AVENUE	JERSEY CITY, NJ	07302	\$427.89
12802	23	FIVE STAR INVESTMENT	493 JERSEY AVE.	JERSEY CITY, N J	07302	\$427.89
11405	11	FIVE STAR INVESTMENT GROUP	493 JERSEY AVE.	JERSEY CITY, NJ	07302	\$755.13
12704	22	FIVE STAR INVESTMENT GROUP LLC	493 JERSEY AVE.	JERSEY CITY, NJ	07302	\$1,560.41
11113	24	FIVE STAR INVESTMENT GROUP, LLC	493 JERSEY AVE.	JERSEY CITY, NJ	07302	\$1,702.98
11113	25	FIVE STAR INVESTMENT GROUP, LLC	493 JERSEY AVE.	JERSEY CITY, NJ	07302	\$419.33
11113	26	FIVE STAR INVESTMENT GROUP, LLC	493 JERSEY AVE.	JERSEY CITY, NJ	07302	\$462.12
11401	4	FIVE STAR INVESTMENT GROUP, LLC	493 JERSEY AVE.	JERSEY CITY, NJ	07302	\$476.15
12705	31	FIVE STAR INVESTMENT GROUP, LLC	493 JERSEY AVE.	JERSEY CITY, NJ	07302	\$427.89
12802	24	FIVE STAR INVESTMENT GROUP, LLC	493 JERSEY AVE.	JERSEY CITY, N.J.	07302	\$1,283.66
12901	1	FIVE STAR INVESTMENT GROUP, LLC	493 JERSEY AVE.	JERSEY CITY, N.J.	07302	\$2,995.20
12704	27	FIVE STAR INVESTMENT GROUP, LLC	493 JERSEY AVENUE	JERSEY CITY, N.J.	07302	\$285.31
11401	5	FLEET NATIONAL BANK % BURR WOLFF LP	PO BOX 2818	ALPHARETTA, GA	30023	\$478.89
11401	6	FLEET NATIONAL BANK % BURR WOLFF LP	PO BOX 2818	ALPHARETTA, GA	30023	\$972.15
11401	27	FOGEL, ISABEL	P.O. BOX 733	SHORT HILLS, N.J.	07078	\$855.77
12702	4	FONDI, TOMMASO & JUNKO	217 NEWARK AVENUE, #215	JERSEY CITY, NJ	07302	\$0.00
11113	1	FOREVER LUCKY CORPORATION	1021 GILLIS PLACE	SECAUCUS, N.J.	07094	\$404.27
12702	4	FRIEDLANDER, JESSE	217 NEWARK AVE., #514	JERSEY CITY, NJ	07302	\$0.00
12702	4	FTD NEWARK AVENUE, LLC	1 HENDERSON ST.	HOBOKEN, NJ	07030	\$616.15
12702	4	FTD NEWARK AVENUE, LLC	1 HENDERSON ST.	HOBOKEN, NJ	07030	\$701.73
12702	4	FTD NEWARK AVENUE, LLC	1 HENDERSON ST.	HOBOKEN, NJ	07030	\$753.08
12702	4	FTD NEWARK AVENUE, LLC	1 HENDERSON ST.	HOBOKEN, NJ	07030	\$0.00
12702	4	FTD NEWARK,LLC%FIELDS DEVEL. GROUP	ONE HENDERSON STREET	HOBOKEN, N.J.	07030	\$0.00
12702	4	FUSCHETTO, ANGELO	217 NEWARK AVE. #504	JERSEY CITY, NJ	07306	\$0.00
11115	2	G. & H. JEWELRY CO., INC.	231 LYNCREST RD.	ENGLEWOOD CLIFFS, NJ	07632	\$651.75

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12702	4	GAO, YU & CUI, HAINI	217 NEWARK AVE. #313	JERSEY CITY, NJ	07302	\$0.00
11113	21	GARDA, LLC	553 JERSEY AVE. #1	JERSEY CITY, N.J.	07302	\$427.89
12705	12	GIANCOLA, CARRIE & WASILESKI, ADAM	8525 WOODBOX RD	MONLIUS, NY	13104	\$0.00
11110	2	GINTY, DONALD	384A MONMOUTH ST	JERSEY CITY, N.J.	07302	\$0.00
11110	2	GINTY, DONALD	384A MONMOUTH ST.	JERSEY CITY, N.J.	07302	\$0.00
12903	25	GMC FOUNDATION C/O JOSEPH DELFORNO	250 NEWARK AVE. SUITE#1	JERSEY CITY, NJ	07302	\$1,022.65
11111	1	GMC FOUNDATION, INC. % M. SHAHID	250 NEWARK AVE. SUITE #1	JERSEY CITY, NJ	07302	\$1,190.89
11404	9	GONZALEZ, ADILIO C/O GONZALEZ	311-16TH. ST.	UNION CITY, N.J.	07087	\$427.89
11403	18	GONZALEZ, ELIZABETH W.	162 BEACON AVE.	JERSEY CITY, N.J.	07306	\$427.89
11110	2	GRAY, RALPH	351 SECOND ST., #AD8	JERSEY CITY, N.J.	07302	\$0.00
11110	2	GRAY, RALPH	351 SECOND ST., UNIT #AD8	JERSEY CITY, N.J.	07302	\$0.00
12705	3	GREEN, MARLENE	113 PAVONIA AVENUE #451	JERSEY CITY, NJ	07310	\$0.00
11507	33	GROVE & BAY RLTY CORP C/O GONZALEZ	311 16TH. ST.	UNION CITY, N.J.	07087	\$410.77
11507	1	GROVE & BAY RLTY CORP C/O GONZALEZ	311-16TH. ST.	UNION CITY, N.J.	07087	\$445.00
11405	21	GROVE I, L.L.C.	321 GROVE ST., 3RD FLR	JERSEY CITY, NJ	07302	\$1,812.18
13001	2	GROVE POINTE UNIT 801T, LLC	102 C. COLUMBUS DR. #801	JERSEY CITY, NJ	07302	\$0.00
13001	2	GROVE POINTE URBAN RENEWAL, L.L.C.	P.O. BOX 6872	BRIDGEWATER, NJ	08807	\$14,305.91
13001	2	GROVE POINTE URBAN RENEWAL, L.L.C.	P.O. BOX 6872	BRIDGEWATER, NJ	08807	\$405.98
13001	2	GURJAR, VINAYAK S. & SONALI V.	102 C. COLUMBUS DR. #405	JERSEY CITY, NJ	07302	\$0.00
12702	4	HANG WAI, PANG	217 NEWARK AVENUE, #309	JERSEY CITY, NJ	07302	\$0.00
11113	20	HARTMEIER, GINA M.	16044 MOLOKAI DRIVE	FORT MILL, SC	29708	\$0.00
12903	1	HATZIDOUKAS, PANAGIOTIS & MARIA	8 FLINTLOCK CT.	HAZLET, N.J.	07730	\$1,122.77
12705	3	HERNANDEZ, JULIAN & LORIMAR	167 COLUMBUS DRIVE	JERSEY CITY, N.J.	07302	\$0.00
12702	4	HERZIG, DOMINIK & ANNAIG	217 NEWARK AVE., #201	JERSEY CITY, NJ	07302	\$0.00
12702	4	HIRSH, IRA M.	217 NEWARK AVE. #510	JERSEY CITY, NJ	07302	\$0.00
12702	4	HOFMANN, ERIC & MEREDITH J.	217 NEWARK AVENUE, #208	JERSEY CITY, NJ	07302	\$0.00
12704	23	HOWLETT, JOHN P. & ROSEMARY A.	12 LORI LANE	CHATHAM, N.J.	07928	\$0.00
12702	3	HUETE, FRANK J & MARINA	84-25 S.W. 200 TERRACE	MIAMI, FLORIDA	33189	\$427.89
13001	2	HYUN, BOK IN	196 BROAD AVE	LEONIA, NJ	07605	\$0.00
12702	4	IM, CHRISTINA	217 NEWARK AVENUE	JERSEY CITY, NJ	07302	\$0.00
12901	10	IOAKIMIDIS, IOANNISS & STELLA	315 GROVE ST.	JERSEY CITY, N.J.	07302	\$427.89
12702	4	ISAACSON, SAMUEL & DANA	217 NEWARK AVE., #412	JERSEY CITY, NJ	07302	\$0.00
12702	4	ISOLDA, MELISSA	217 NEWARK AVENUE, #515	JERSEY CITY, N.J.	07302	\$0.00
11110	1	ITALIAN EDUCATIONAL & CULTURAL CENT	380 MONMOUTH ST.	JERSEY CITY, N.J.	07302	\$0.00
11114	1	J.E.SCHAEFFER,E.SCHAEFFER,ANNA MARI	705 COLUMBIA AVENUE	NORTH BERGEN, NJ	07047	\$0.00
11401	28	J.G.S.RLTY.INC.	P.O.BOX 6125	BASKING RIDGE, N.J.	07920	\$855.77
13001	2	JABALLAH, ADNANE & DOUHA	102 COLUMBUS DR., #804A	JERSEY CITY, NJ	07302	\$0.00
11401	26	JARQUIN, CLAUDINA	17 ERIE ST	JERSEY CITY, N.J.	07302	\$427.89
11405	13	JC 137, INC.	270 MARIN BLVD. #10E	JERSEY CITY, N.J.	07302	\$864.33
12704	1	JC PRIME, LLC % ELLEN LOK	105 GREENE ST., #1606	JERSEY CITY, NJ	07302	\$759.41
12703	5	JEHOVAH WITNESSES CONGREGATION	529-531 JERSEY AVE.	JERSEY CITY, NJ	07302	\$0.00
11401	13	JERSEY CITY PARKING AUTHORITY	394 CENTRAL AVE.	JERSEY CITY, NJ	07307	\$0.00
11401	2	JERSEY NEWARK, LLC	18 CHOPIN CT.	JERSEY CITY, NJ	07302	\$366.61
12702	4	JOINT NEW LTD.	217 NEWARK AVE., #202	JERSEY CITY, NJ	07302	\$0.00
12702	4	JONES, DEMIAN X. & STARITSINA, ANNA	217 NEWARK AVE., #409	JERSEY CITY, NJ	07302	\$0.00
13001	2	JOO, BYUNG SOO	102 C. COLUMBUS DR. #401	JERSEY CITY, NJ	07302	\$0.00
11404	20	JUN, CHONG KWAN & JUNG HEE	640 YETMAN AVE.	TOTTENVILLE, S.I., N.Y.	10307	\$463.49
11405	10	JUNO PROPERTIES, LLC	10 PRIDES LANE	ENGLISHTOWN, NJ	07726	\$912.25
12702	4	JUSU, MADELINE	217 NEWARK AVE, # 308	JERSEY CITY, NJ	07302	\$0.00
12704	9	KALCANIDES, LLC	181-183 NEWARK AVE.	JERSEY CITY, N.J.	07302	\$751.88
11404	24	KALCANIDES, STEVEN & MARIA	183 NEWARK AVE	JERSEY CITY, N.J.	07302	\$479.23
12702	4	KALYANARAMAN, SRINIVAS	217 NEWARK AVE., #314	JERSEY CITY, NJ	07302	\$0.00
13001	2	KANEMATSU, WATARU & KURODA, MIEKO	102 C. COLUMBUS DR. #1004	JERSEY CITY, NJ	07302	\$0.00
12702	4	KANNAN, SRIRAM & APSARA	217 NEWARK AVE, #107	JERSEY CITY, N.J.	07302	\$0.00
12704	24	KARSHINSKY,PAULINA&DUSOVIC,NEDELJKO	524 JERSEY AVENUE	JERSEY CITY, NJ	07302	\$0.00
12702	4	KHATIWADA, SHIKSHYA	217 NEWARK AVE., #101	JERSEY CITY, NJ	07302	\$0.00
13001	2	KIM, JIN HO & CHO, LOUIS	105 GREEN STREET, STE L6	JERSEY CITY, NJ	07302	\$0.00
13001	2	KIM, RAFAEL H.	102 C. COLUMBUS DR. #803A	JERSEY CITY, NJ	07302	\$0.00
13001	2	KIM, SOO JUNG	102 C. COLUMBUS DR. #402	JERSEY CITY, NJ	07302	\$0.00
12702	4	KIM, YOUNG S.	217 NEWARK AVENUE, #506	JERSEY CITY, N.J.	07302	\$0.00
12706	12	KIND, JONATHAN & MARIANA	515 JERSEY AVE., #5	JERSEY CITY, N.J.	07302	\$0.00
12802	21	KNIGHT,CHRISTOPHER & APONTE,CARLOS	497 JERSEY AVE.	JERSEY CITY, NJ	07302	\$0.00
12906	19	KOBLENZ, JEFFREY	33 WAYNE STREET #3W	JERSEY CITY, NJ	07302	\$0.00
12702	4	KOKHAN, IGOR & KHRAMOVA, NATALIA	217 NEWARK AVE. #516	JERSEY CITY, NJ	07302	\$0.00
12702	4	KONG, ADDIE & TSOI, YEE KI WENDY	217 NEWARK AVE., #413	JERSEY CITY, NJ	07302	\$0.00
13001	2	KOO, MYONG JA	102 C. COLUMBUS DR. #501	JERSEY CITY, NJ	07302	\$0.00
11403	17	KOREK, FRANK & ALICE	363 GROVE ST.	JERSEY CITY, N.J.	07302	\$427.71
11404	22	KSJC LLC	806 MORRIS TURNPIKE #41	SHORT HILLS, NJ	07078	\$480.94
12906	19	KWARA REALTY, INC.	303 GROVE ST., #15	JERSEY CITY, NJ	07302	\$205.38
12702	4	LADDO, TELLY	217 NEWARK AVE., #212	JERSEY CITY, NJ	07302	\$0.00
11508	17	LAMRABAT, MUSTAPHA	354 GROVE STREET	JERSEY CITY, NJ	07302	\$359.42
11508	17	LAMRABAT, MUSTAPHA	354 GROVE STREET	JERSEY CITY, NJ	07302	\$0.00
11508	17	LAMRABAT, MUSTAPHA	354 GROVE STREET	JERSEY CITY, NJ	07302	\$0.00
11110	12	LAWRENCE PETRACCO, D.C.	550 PROSPECT ST.	NUTLEY, NJ	07110	\$386.81
12706	12	LEE, ANGELA	515 JERSEY AVE.UNIT 2	JERSEY CITY, N.J.	07302	\$0.00
11110	2	LEE, CHIA YU	334 FIRST ST. UNIT#BG2	JERSEY CITY, N.J.	07302	\$0.00
13001	2	LEE, DAVID Y. & KAO, SHUWEN	102 COLUMBUS DR. #1008	JERSEY CITY, NJ	07302	\$0.00
13001	2	LEE, DONGMIN	102 COLUMBUS DR., #704A	JERSEY CITY, NJ	07302	\$0.00
13001	2	LEE, HYOONG SUK & KIM, SU KYOUNG	102 C. COLUMBUS DR. #1002	JERSEY CITY, NJ	07302	\$0.00

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12704	8	LEE, YIM KAM & YAU, MEI HEUNG	2038 61ST ST.	BROOKLYN, NY	11204	\$336.66
11114	41	LEITE, MARIA F.	562 JERSEY AVE.	JERSEY CITY, NJ	07302	\$0.00
13001	2	LEVINE, JASON	185 EAST 85TH ST., #31-G	NEW YORK, NY	10028	\$0.00
13001	2	LEVITT, DAVID & JOSHUA & HELLER, BEN.	102 C. COLUMBUS DR. #908	JERSEY CITY, NJ	07302	\$0.00
12702	4	LI, ZENG & XIAOLEI	217 NEWARK AVE, # 415	JERSEY CITY, N.J.	07302	\$0.00
13001	2	LIANG, LIWEN	102 COLUMBUS DR. #507	JERSEY CITY, NJ	07302	\$0.00
13001	2	LIM, KWANG Y. & RIJANTO, LINA	102 COLUMBUS DR., #910	JERSEY CITY, NJ	07302	\$0.00
12906	19	LIN, HOWARD	33 WAYNE ST., #2E	JERSEY CITY, NJ	07302	\$0.00
12702	4	LINCAVAGE, MARTHA A.	217 NEWARK AVE., #310	JERSEY CITY, NJ	07302	\$0.00
12702	4	LIU, XIAOHONG	217 NEWARK AVENUE, #509	JERSEY CITY, NJ	07302	\$0.00
11111	2	LOMBARDI, PASQUALINO	464 MONMOUTH STREET	JERSEY CITY, N.J.	07302	\$641.83
12702	4	LUERMAN, WILLIAM & KATIA	217 NEWARK AVENUE, #402	JERSEY CITY, NJ	07302	\$0.00
11406	1	M & L ASSOCIATES, L.L.C.	205 LELAK AVENUE	SPRINGFIELD, NJ	07081	\$1,505.13
11401	3	M & R CHAUDHRY FAMILY TRUST	18 CHOPIN CT	JERSEY CITY, NJ	07302	\$481.80
11405	17	M & R REAL ESTATE, LLC	37 PINE GROVE AVE.	SUMMIT, NJ	07901	\$876.31
12706	12	MALONEY, WILLIAM	515 JERSEY AVE., #7	JERSEY CITY, N.J.	07302	\$0.00
11110	2	MAMADOPOULOS, KOSMAS	334 FIRST ST.	JERSEY CITY, N.J.	07302	\$0.00
13001	2	MAN, HOWARD & OU, ANITA	102 C. COLUMBUS DR. #403	JERSEY CITY, NJ	07302	\$0.00
11110	2	MANCUSO, RALPH P.	P.O. BOX 471	JERSEY CITY, N.J.	07302	\$0.00
11110	2	MANCUSO, RALPH P.	P.O. BOX 471	JERSEY CITY, N.J.	07302	\$0.00
11113	21	MANTRI, ASHOK & SHEELA	78 WEBSTER AVE.	SAYREVILLE, N.J.	08872	\$0.00
12702	4	MARAZITI, JACQUELINE ELIZABETH	217 NEWARK AVENUE, # 501	JERSEY CITY, NJ	07302	\$0.00
13001	2	MARCUS, MATTHEW S.	102 C. COLUMBUS DR. #204	JERSEY CITY, NJ	07302	\$0.00
11405	8	MARO II, L.L.C.	149 NEWARK AVE.	JERSEY CITY, NJ	07302	\$713.20
13001	2	MARTIENA, BELISARIO & ROBYN	102 C. COLUMBUS DR. #307	JERSEY CITY, NJ	07302	\$0.00
11405	7	MARTIN GOLDMAN, LLC % CH MARTIN	26 INDUSTRIAL AVENUE	FAIRVIEW, NJ	07022	\$1,711.54
12702	4	MARTINO, DOMINIC & DUYOS, EDWARD	217 NEWARK AVE., #317	JERSEY CITY, NJ	07302	\$0.00
12702	4	MATIAS, NATALIE	217 NEWARK AVE. #214	JERSEY CITY, NJ	07302	\$0.00
11404	22	MAYER, SHANE	136 NEWARK AVE., #1	JERSEY CITY, NJ	07302	\$0.00
12702	4	MAZER, NATALIE & DAVID	121 MADISON AVE., #6J	NEW YORK, NY	10016	\$0.00
11405	20	MC DONALD'S CORP.	P.O. BOX 182571	COLUMBUS, OH	43218	\$360.45
12705	12	MEARS, MARY	319 BARROW ST. UNIT 4C	JERSEY CITY, N.J.	07302	\$0.00
12706	12	MELLAGE, KRISTIN & WHALEN, PATRICK	515 JERSEY AVE. #3	JERSEY CITY, N.J.	07302	\$0.00
12702	4	MENDEZ, JOSE	7 REGENCY PLACE	WEEHAWKEN, NJ	07086	\$0.00
11113	22	METJIAN, CHARLES % THE AVANTI GROUP	551 JERSEY AVENUE	JERSEY CITY, N.J.	07302	\$427.89
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$205.38
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$205.38
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
11110	4	MIKDAL, L.L.C.	3 HACKBERRY PLACE	FLEMINGTON, NJ	08822	\$0.00
13001	2	MILLS, CHERYL L.	68 MONTAGU MANSIONS	LONDON, W1U 6LE	00000	\$0.00
12906	24	MIRZA, MUHAMMED HUSSAIN & ANWAR	145 GARRISON AVE.	JERSEY CITY, NJ	07306	\$342.31
13001	2	MISRA, ANSHUMAN R.	102 C. COLUMBUS DR. #205A	JERSEY CITY, NJ	07302	\$0.00
13001	2	MITTAL, DEEPAK & KOTHARI, CHITRA	102 C.COLUMBUS DR., #904	JERSEY CITY, NJ	07302	\$0.00
12906	19	MODERNE PARTNERS	112 PLEASANT GROVE RD.	LONG VALLEY, N.J.	07853	\$0.00
12906	19	MODERNE PARTNERS	112 PLEASANT GROVE RD.	LONG VALLEY, NJ	07853	\$0.00
12906	19	MODERNE PARTNERS % P. VEN BRUNT	112 PLEASANT GROVE RD.	LONG VALLEY, NJ	07853	\$0.00
11114	34	MORANT, JOHNATHAN E. JR.,	552 JERSEY AVE.	JERSEY CITY, NJ	07302	\$0.00
12705	1	MOREIRA, MARIO A.	P.O. BOX 3109	JERSEY CITY, N.J.	07303	\$2,139.43
11404	22	MORGAN, ALANNA C. & FORH, DARIAN T.	136 NEWARK AVE., UNIT#2	JERSEY CITY, NJ	07302	\$0.00
12705	12	MORHAIM, VICTOR H.	522 SHORE ROAD, #3NN	LONG BEACH, NEW YORK	11561	\$0.00
12705	12	MULLA, SIMONE & ADIL	319 BARROW ST., UNIT#3D	JERSEY CITY, N.J.	07302	\$0.00
12702	4	MUNOZ, CLAUDIA	217 NEWARK AVE., #505	HOBOKEN, NJ	07030	\$0.00
12705	12	NAVEH, YAIR M.	1 STUYVESANT OVAL, APT-11G	NEW YORK, N.Y.	10009	\$0.00
11404	1	NEW BAY CONDOMINIUM PARTNERSHIP	1150 W. CHESTNUT ST.	UNION, NJ	07083	\$1,437.69
11110	13	NEW STAR LEE, INC.	29 CLIVE HILLS RD.	SHORT HILLS, NJ	07078	\$761.46
11404	25	NEWARK 144, LLC	317 GROVE ST. SUITE 6	JERSEY CITY, NJ	07302	\$475.81
11404	26	NEWARK 144, LLC	317 GROVE ST. SUITE 6	JERSEY CITY, NJ	07302	\$289.59
12704	11	NEWARK COLUMBUS, LLC	18 CHOPIN CT	JERSEY CITY, NJ	07302	\$855.77
12704	19	NEWARK COLUMBUS, LLC	18 CHOPIN CT	JERSEY CITY, NJ	07302	\$855.77
12702	4	NG, BERNARD	217 NEWARK AVE., #503	JERSEY CITY, N.J.	07302	\$0.00
13001	2	NG, CHI KING & LUN FONG	102 C. COLUMBUS DR. #603	JERSEY CITY, NJ	07302	\$0.00
13001	2	NG, KAUFMAN & CHEUNG, ADA	102 C. COLUMBUS DR. #708	JERSEY CITY, NJ	07302	\$0.00
11404	22	NIELSEN, DIANE E.	136 NEWARK AVE., #6	JERSEY CITY, N.J.	07302	\$0.00
11404	22	NIEVES, JORGE & SIMONELLI, NICOLE	136 NEWARK AVE., UNIT#4	JERSEY CITY, N.J.	07302	\$0.00
11114	37	NIGAM, SANGARSH	556 JERSEY AVE.	JERSEY CITY, N.J.	07302	\$0.00
12705	3	NIKOLIC, ZIVORAD, LJILJANA & IRENA	875 COLONIA ROAD	ELIZABETH, N.J.	07208	\$0.00
13001	2	OH, JOHN J.	895 MCBRIDE AVE #17	WOODLAND PARK, NJ	07424	\$0.00
12705	3	ONKEN, BERNARD	167 C. COLUMBUS DR., #42	JERSEY CITY, NJ	07302	\$0.00
12704	13	O-YOUNG, L.L.C.	171 NEWARK AVE.	JERSEY CITY, N.J.	07302	\$427.89

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12704	2	PADILLA ENRIQUE & GLADYS R.	527 12TH ST	UNION CITY, N J	07087	\$279.49
12705	2	PADIN, NICOLAS J.	169 CHRIST COLUMBUS DR	JERSEY CITY, N J	07302	\$427.89
13001	2	PAK, EUNJUNG ERIKA	102 C. COLUMBUS DR. #903	JERSEY CITY, NJ	07302	\$0.00
13001	2	PAK, JOHN C.	102 COLUMBUS DR., #502	JERSEY CITY, NJ	07302	\$0.00
12702	4	PAREKH, KRUPA A.	217 NEWARK AVENUE, #307	JERSEY CITY, NJ	07302	\$0.00
11110	2	PASTULA, NICHOLAS & RODRIGUEZ, LISA	50 DEY STREET #148	JERSEY CITY, N.J.	07306	\$0.00
11110	2	PASTULA, NICHOLAS & RODRIGUEZ, LISA	50 DEY STREET #148	JERSEY CITY, N.J.	07306	\$0.00
12702	4	PENG, ANTAI	1585 BROADWAY AVE.	NEW YORK, N.Y.	10036	\$0.00
12702	4	PEREZ, GISELLE Y.	217 NEWARK AVENUE, #206	JERSEY CITY, NJ	07302	\$0.00
13001	2	PETKOV, MIKE	102 C. COLUMBUS DR. #305	JERSEY CITY, NJ	07302	\$0.00
11110	11	PETRACCO, LAWRENCE & NUGNES, TRACEY	550 PROSPECT ST.	NUTLEY, NJ	07110	\$0.00
12706	12	PINCHBACK, WARNER L. III	515 JERSEY AVE., #6	JERSEY CITY, N.J.	07302	\$0.00
11114	40	POLLACK, S.D. & A.S.LEUNG YAU, K.	131 GORDONHURST AVE.	UPPER MONTCLAIR, NJ	07043	\$0.00
13001	2	PONTE, JOSEPH M.	102 C. COLUMBUS DR. #701	JERSEY CITY, NJ	07302	\$0.00
12702	4	POTDAR, SUVARNA MADHAV	217 NEWARK AVE., #502	JERSEY CITY, NJ	07302	\$0.00
12702	4	POWERS, CHRISTINE	217 NEWARK AVE., #311	JERSEY CITY, NJ	07302	\$0.00
12705	28	PRICE, MARY ANN	42 SO. FOREST AVE.	ROCKVILLE CENTRE, NY	11570	\$342.31
13001	2	QASIM, ABBAS & IQBAL, NOREEN	102 C. COLUMBUS DR. #709A	JERSEY CITY, N.J.	07302	\$0.00
12702	4	QUINTERO, ISMAEL	217 NEWARK AVENUE, #508	JERSEY CITY, NJ	07302	\$0.00
12906	27	R HOLDINGS, LLC	289 GROVE STREET	JERSEY CITY, N.J.	07305	\$342.31
11113	23	RAEPHELLA, L.L.C. % THE AVANTI GRP	551 JERSEY AVE.	JERSEY CITY, N.J.	07302	\$427.89
12705	12	RAMDIAL, MOHANI	319 BARROW ST., #2D	JERSEY CITY, N.J.	07302	\$0.00
11404	21	RANI MANAGEMENT C/O ELYSEE INVEST.	571 WEST 183RD STREET	NEW YORK, N.Y.	10033	\$486.08
12702	4	RAO, ARVINDH	217 NEWARK AVENUE, #102	JERSEY CITY, N.J.	07302	\$0.00
11404	22	RAPPAPORT, DAVID	136 NEWARK AVE., #5	JERSEY CITY, N.J.	07302	\$0.00
13001	2	READ, JAMES E. & LEE, ANNIE	102 COLUMBUS DRIVE #301	JERSEY CITY, NJ	07302	\$0.00
12705	12	REINHART, BEAT F.K.	319 BARROW ST. - #7D	JERSEY CITY, N.J.	07302	\$0.00
12705	12	REINHART, BEAT F.K.	319 BARROW ST.#7D	JERSEY CITY, N.J.	07302	\$0.00
12705	12	REINHART, BEAT F.K.	319 BARROW ST., #7D	JERSEY CITY, NJ	07302	\$0.00
12705	12	REINHART, BEAT FK	319 BARROW STREET #7D	JERSEY CITY, NJ	07302	\$0.00
12702	4	REN, ZHONG & WU, JINXUAN	217 NEWARK AVE., #205	JERSEY CITY, NJ	07302	\$0.00
12702	4	RISTORUCCI, ROBERT & SALTON, STEVE	217 NEWARK AVENUE, #209	JERSEY CITY, N.J.	07302	\$0.00
12905	19	RIVER GROVE, L.L.C.	P.O. BOX 3377	MONTCLAIR, N.J.	07043	\$427.89
11114	36	RIVERA, JAMES & MARIA	554.5 JERSEY AVE.	JERSEY CITY, N.J.	07302	\$0.00
13001	2	ROBERTS, KIMBERLY L. & WILLIAMS, T.	102 COLUMBUS DR., #604A	JERSEY CITY, NJ	07302	\$0.00
12705	12	ROBINSON, DAVID & ADELITA	319 BARROW ST., #6A	JERSEY CITY, NJ	07302	\$0.00
12906	21	RODRIGUEZ, ANDRES & RAMONA	344 OGDEN AVE	JERSEY CITY, N J	07307	\$427.89
12705	27	RODRIGUEZ, SANTOS & ELISA	104 WAYNE ST.	JERSEY CITY, N.J.	07302	\$1,369.23
11401	12	RODRIGUEZ, M. % 176 NEWARK AVE LLC	742 EAST TREMONT AVENUE	BRONX, NY	10457	\$483.00
12802	20	ROLAND, FRANK & URSULA	499 JERSEY AVE.	JERSEY CITY, N.J.	07302	\$0.00
11401	24	ROLONS BAR INC	242 BAY ST	JERSEY CITY, N.J.	07302	\$434.73
12705	12	ROWLEY, RACHEL	319 BARROW ST., #6C	JERSEY CITY, N.J.	07302	\$0.00
12802	22	RUSSO, ALFONSE R. & LYDIA M.	247 DURIE AVE.	CLOSTER, N.J.	07624	\$427.89
12702	4	SAAD, DALE & SUZANNE	217 NEWARK AVE, #401	JERSEY CITY, NJ	07302	\$0.00
12705	12	SALOM, DOUGLAS JASON	319 BARROW ST., #2C	JERSEY CITY, NJ	07302	\$0.00
12705	3	SANDER, AMY C.	167 C. COLUMBUS DR., #41	JERSEY CITY, NJ	07302	\$0.00
12705	12	SANZ, MONICA	319 BARROW ST., #3B	JERSEY CITY, N.J.	07302	\$0.00
12706	11	SCHARF, KENNETH	2350 5TH ST.	FORT LEE, NJ	07024	\$427.89
11110	2	SCHNEIDER, CLAIRE & SILVA, JEFFREY	384 B MONMOUTH ST.	JERSEY CITY, NJ	07302	\$0.00
12702	4	SCHULMAN, HENRY K. & PATRICIA E.	217 NEWARK AVE. #210	JERSEY CITY, NJ	07302	\$0.00
12702	4	SEMINOWICZ, CHRISTOPHER	217 NEWARK AVENUE, #108	JERSEY CITY, NJ	07306	\$0.00
12704	25	SENE, KWOK-HUIE ET ALS	526 JERSEY AVE.	JERSEY CITY, N.J.	07302	\$285.31
12905	16	SHAD, YOUSUF ALI & M.B RAKHSHINDA	285 GROVE ST.	JERSEY CITY, N.J.	07302	\$427.89
12702	4	SHAH, VINAY & AMI DOSHI	217 NEWARK AVENUE, #305	JERSEY CITY, N.J.	07302	\$0.00
12705	12	SHEBANIE, AMIR	319 BARROW ST., #4A	JERSEY CITY, N.J.	07302	\$0.00
12905	15	SHENG, MIKE YUAN-TAI	275 RIVER RD.	EAST HANOVER, NJ	07936	\$427.89
12702	4	SHESTAKOV, ROMAN & MARCINEX, LIDIA	217 NEWARK AVE., #408	JERSEY CITY, NJ	07302	\$0.00
13001	2	SHIN, KWANG SOO	102 C. COLUMBUS DR. #303	JERSEY CITY, NJ	07302	\$0.00
11405	6	SHULAMMITE, LLC., & L.F.M.H. LLC.	341 GROVE ST	JERSEY CITY, NJ	07302	\$855.77
13001	2	SILBERMAN, JOEL & JAMIE	20 RIVERSIDE DR	FLORHAM PARK, NJ	07932	\$0.00
11113	21	SILVA, SUSANA M. & JOSE A.	553 JERSEY AVE., #2L	JERSEY CITY, N.J.	07302	\$0.00
12803	35	SJW HOLDINGS, LLC	219 EAST 69TH ST.	NEW YORK, NY	10021	\$1,711.54
11110	2	SMALL, RICHARD & ROSE Y. MOY	332 FIRST ST. UNIT B03	JERSEY CITY, N.J.	07302	\$0.00
11110	2	SMALL, RICHARD A. & ROSE Y. MOY	332 FIRST ST. UNIT B03	JERSEY CITY, N.J.	07302	\$0.00
11110	2	SNEDDEN, MATTHEW KYRIL	382 MONMOUTH ST., UNIT 2	JERSEY CITY, NJ	07302	\$0.00
12702	4	SONG, JAE IK & HONG, JUNG YEON	217 NEWARK AVENUE, #302	JERSEY CITY, NJ	07302	\$0.00
11405	12	SROUR, RLTY. CO. INC.	P.O. BOX 373	JERSEY CITY, N.J.	07302	\$759.92
11113	28	STATEWIDE SAV. % SOVEREIGN BANK	P.O. BOX 14115	READING, PA	19612	\$830.10
11114	33	STEIER, MARC ALAIN	550.5 JERSEY AVENUE	JERSEY CITY, N.J.	07302	\$0.00
12705	3	STENCE, KATIE M.	90 AVENUE DAUMESNIL	PARIS, FRANCE	75012	\$0.00
12705	12	STIER, GERARD J.	913-915 WILLOW AVE #3A	HOBOKEN, NJ	07030	\$0.00
12906	20	STINCHCOMB, ALBERT M.	301 GROVE ST.	JERSEY CITY, N.J.	07302	\$0.00
12901	11	SU, R. & J. & O. & J.	13 WAYNE ST.	JERSEY CITY, N.J.	07302	\$427.89
13001	2	SUPER, YEVGENIY & IRINA	102 C. COLUMBUS DR. #1109	JERSEY CITY, NJ	07302	\$0.00
12705	12	SUZDAK, PAUL	319 BARROW ST. U#6B	JERSEY CITY, NJ	07302	\$0.00
12705	29	SWJ HOLDINGS, LLC	219 EAST 69TH ST.	NEW YORK, NY	10021	\$451.85
12705	30	SWJ HOLDINGS, LLC	219 EAST 69TH ST.	NEW YORK, NY	10021	\$427.89
12803	1	SWJ HOLDINGS, LLC	219 EAST 69TH ST.	NEW YORK, NY	10021	\$1,711.54
12702	4	TAKAGI, TOSHIMITSU	217 NEWARK AVE. #211	JERSEY CITY, NJ	07302	\$0.00



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13001	2	YANG, CYNTHIA X.	102 C. COLUMBUS DR. #306A	JERSEY CITY, NJ	07302	\$0.00
12705	3	YASSIN, AARON	225 GRAND ST., #503	JERSEY CITY, NJ	07302	\$0.00
13001	2	YOON, YONGSUK	102 COLUMBUS DR., #607A	JERSEY CITY, NJ	07302	\$0.00
13001	2	YUMURTA, IZI & SARFATI, RACHEL	102 C. COLUMBUS DR. #1108	JERSEY CITY, NJ	07302	\$0.00
12705	12	ZALIOUK, TAMAR & MARKHAM, JASON	29227 E. RIVER ROAD	PERRYSBURG, OH	43551	\$0.00
12901	13	ZANAKIS, SEVASTI	8 SOUTH DOW AVENUE	WALDWICK, NJ	07463	\$1,283.66
13001	2	ZHANG, JUNCHEN & YUN	102 COLUMBUS DR.U#201	JERSEY CITY, NJ	07302	\$0.00
<b>Total</b>						<b>\$ 173,143.52</b>

Notice is hereby provided that the Tax Assessor of the City of Jersey City has prepared an Assessment Roll setting forth the amounts to be specifically assessed against the benefitted and assessable properties in the Journal Square Special Improvement District. The Assessment Roll listing the current owners of all properties being assessed and their valuations are on file with the City Clerk at City Hall, 280 Grove Street, Room 118, Jersey City, New Jersey and are available for public inspection from 9:00 A.M. to 4:00 P.M. The Municipal Council shall meet on Wednesday, September 12, 2012 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey, to conduct a public hearing to consider any objections to the Assessment Roll on file with the Clerk. At that time the Municipal Council may approve the Assessment Roll as certified or modify the Roll. You have the right to inspect this Assessment Roll and to be heard at the public

hearing  
Robert Byrne, City Clerk

Jerramiah T. Healy, Mayor

SEP 12 2012

Historic Downtown Special Improvement District Budget  
2012-2013

ROW		SID	UEZ	Total
	<b>INCOME</b>	<b>2013</b>	<b>2013</b>	<b>2013</b>
A3	SID Assessments	\$173,143.00	\$0.00	\$173,143.00
A4	Sponsorship	\$80,000.00	\$0.00	\$80,000.00
A5	Other Income	\$125,000.00	\$50,000.00	\$175,000.00
	<b>TOTAL INCOME</b>	<b>\$378,143.00</b>	<b>\$50,000.00</b>	<b>\$428,143.00</b>
	<b>EXPENSES</b>			
	<b>Operations</b>			
A11	Cleaning Services	\$120,000.00	\$0.00	\$120,000.00
A12	Design Assistance	\$5,000.00	\$0.00	\$5,000.00
	<b>Sub Total</b>	<b>\$125,000.00</b>	<b>\$0.00</b>	<b>\$125,000.00</b>
	<b>Marketing</b>			
A16	Web	\$5,443.00	\$0.00	\$5,443.00
A18	Holiday & Special Events	\$45,000.00	\$10,000.00	\$55,000.00
A19	Printing / Promotions	\$1,000.00	\$2,500.00	\$3,500.00
A20	Business Attraction/ Retention & Retail	\$55,000.00	\$7,500.00	\$62,500.00
A21	Collateral Materials	\$5,000.00	\$0.00	\$5,000.00
	<b>Sub Total</b>	<b>\$111,443.00</b>	<b>\$20,000.00</b>	<b>\$131,443.00</b>
<b>ROW</b>		<b>SID</b>	<b>UEZ</b>	<b>Total</b>
	<b>Capital Programs</b>			
A22	Grants			
A23	Street Scape			
A24	Capital Improvements	\$15,200.00	\$0.00	\$15,200.00
	<b>Sub total</b>	<b>\$15,200.00</b>	<b>\$0.00</b>	<b>\$15,200.00</b>
	<b>Administration</b>			
A30	Insurance	\$10,000.00	\$5,000.00	\$15,000.00
A31	Rent	\$8,000.00	\$0.00	\$8,000.00
A32	Utilities	\$4,000.00	\$0.00	\$4,000.00
A33	Postage	\$1,000.00	\$0.00	\$1,000.00
A34	Printing	\$500.00	\$0.00	\$500.00
A35	Management	\$90,000.00	\$20,000.00	\$110,000.00
A36	Consultants	\$4,000.00	\$0.00	\$4,000.00
A37	Accounting	\$5,000.00	\$2,000.00	\$7,000.00
A38	Office Supplies	\$1,000.00	\$0.00	\$1,000.00
A39	Meetings/Seminars/Training	\$2,000.00	\$3,000.00	\$5,000.00
A40	Misc	\$0.00	\$0.00	\$0.00
A41	Dues & Subs	\$1,000.00	\$0.00	\$1,000.00
	<b>Sub total:</b>	<b>\$126,500.00</b>	<b>\$30,000.00</b>	<b>\$156,500.00</b>
	<b>TOTAL EXPENSES</b>	<b>\$378,143.00</b>	<b>\$50,000.00</b>	<b>\$428,143.00</b>

A public hearing on the 2012-2013 Budget of the Downtown Historic District Special Improvement District as introduced August 1, 2012, will be held Wednesday, September 12, 2012 at 6:00 P.M. at City Hall in the Anna Cucci Memorial Council Chambers, 280 Grove Street, Jersey City, New Jersey. All interested parties will be afforded an opportunity to address the Council regarding same.

Robert Byrne  
City Clerk

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

City Clerk File No. Res. 12-663  
 Agenda No. 10.D  
 Approved: SEP 12 2012  
 TITLE:



## RESOLUTION APPOINTING RUSSELL J. VERDUCCI AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated August 22, 2012, that he has appointed **Russell J. Verducci**, of 172 Culver Avenue, Apt. 501, Jersey City, New Jersey, as a member of the **Jersey City Redevelopment Agency**, replacing Rafael Diaz, whose term has expired, for a period to commence immediately and expire on June 30, 2017.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the appointment of **Russell J. Verducci** as a member of the **Jersey City Redevelopment Agency** for the above-mentioned term is hereby advised and consented to pursuant to law.

RB:sgj

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

**APPROVED 7-0-1**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	ABSTAIN		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

JERRAMIAH T. HEALY, MAYOR

August 22, 2012

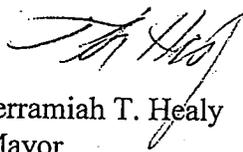
President and Members of the Municipal Council  
280 Grove Street  
City of Jersey City  
Jersey City, N.J. 07302

Dear President and Members,

Kindly be advised that I have appointed **Russell J. Verducci**, of 172 Culver Avenue, Apt. 501, Jersey City, New Jersey, as a member of the **Jersey City Redevelopment Agency**. Mr. Verducci is replacing Rafael Diaz, whose term has expired. Mr. Verducci's term will commence immediately upon the adoption of a resolution and expire on June 30, 2017.

I respectfully request your advice and consent on this matter.

Sincerely,



Jerramiah T. Healy  
Mayor

- c: William Matsikoudis, Corporation Counsel
- John Kelly, Business Administrator
- Robert Byrne, City Clerk
- Robert P. Antonicello, Director, J.C. Redevelopment Agency
- Barbara Amato, Secretary, J.C. Redevelopment Agency
- Rosemary McFadden, Chief of Staff
- Kevin Lyons, Mayor's Office
- Russell Verducci

OFFICE OF THE MAYOR

Russell J. Verducci  
Sales Associate

NAI James E. Hanson  
235 Moore Street  
Hackensack, NJ 07601  
rverducci@naihanson.com  
201 488 5800 x121



#### Scope of Service Experience

Mr. Verducci joined NAI James E. Hanson shortly after graduating college. Russ's primary focus is on the industrial market, specializing in logistics and site selection. He represents local and corporate tenants and landlords in all North Jersey counties, with a particular focus on port-related industrial properties.

#### Education

- BS University of Delaware - University Football Team  
Alpha Tau Omega Fraternity
- Monmouth University/Kislak Real Estate Institute School of Business Administration, focusing on real estate finance and valuation.
- Currently enrolled in the CCIM program (Certified Commercial Investment Member) a program focusing on the investment marketplace.
- Graduate of NAI University, which is a field specific training program provided by NAI Global

#### Professional Affiliations & Designations

- NAR - New Jersey Board Of Realtors
- IOREBA - Industrial & Office Real Estate Brokers Association
- ICSC - International Council of Shopping Centers
- IARW - International Association of Refrigerated Warehouses

Russ is also involved with the Newark Regional Business Partnership (NRBP), the Urban Land Institute (ULI) and Commerce and Industry.

#### Completed Transactions with the Following Companies:

Spartech Corporation (SEH - NYSE)	Edison Properties, LLC
AMB Property Corporation (AMB - NYSE)	Securitas Security Services USA, Inc.
First Industrial Realty (FR - NYSE)	AEX Group
Bioscrip (BIOS - NASDAQ)	Data Probe
Forest Fibers	Buy Rite Papers
Cedar's Mediterranean Foods	W.B. Law Coffee
William Scotsman	FFE Transportation (FFEX - NYSE)

**NAI James E. Hanson**

Commercial Real Estate Services, Worldwide.

NJ Offices: Hackensack • 201 488 5800 | Parsippany • 973 463 1011 | Clark • 732 827 0100 | [www.naihanson.com](http://www.naihanson.com)

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

City Clerk File No. Res. 12-664  
 Agenda No. 10.E  
 Approved: SEP 12 2012  
 TITLE:



## RESOLUTION AUTHORIZING SETTLEMENT OF THE SUIT OF JOSHUA LOPEZ AND THE CITY OF JERSEY CITY

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

**WHEREAS**, Joshua Lopez having filed suit against the City of Jersey City, et al. in Superior Court of New Jersey under Hudson County Docket No. HUD-L-390-10 and

**WHEREAS**, the Complaint alleges that defendants violated plaintiff's civil rights under the United States Constitution; and

**WHEREAS**, the Corporation Counsel has recommended a settlement in the amount of \$26,500 because of the litigation risk involved; and

**WHEREAS**, plaintiff has agreed to this settlement and will sign all required releases and stipulation of dismissal; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission Accounts.

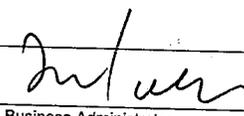
**NOW THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

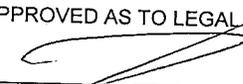
1. The Corporation Counsel be authorized to settle this lawsuit for \$26,500.
2. The Jersey City Insurance Fund Commission be authorized to issue a check in the amount of \$26,500 payable to plaintiff and his attorney.

I hereby certify that funds for this expenditure are available in the City of Jersey City Insurance Fund Commission Accounts.

MW/sdc

  
 Peter Soriero, Risk manager

APPROVED:   
 Business Administrator

APPROVED AS TO LEGAL FORM  
  
 Corporation Counsel

02012126

Certification Required

Not Required

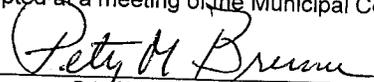
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-665  
 Agenda No. 10.F  
 Approved: SEP 12 2012  
 TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE STATE OF NEW JERSEY, OFFICE OF HOMELAND SECURITY AND PREPAREDNESS FY-09 URBAN AREA SECURITY INITIATIVE, BUFFER ZONE PROTECTION PROGRAM**

**WHEREAS**, the State of New Jersey Office of Homeland Security and Preparedness wishes to award the Office of Emergency Management & Homeland Security \$259,000.00; and

**WHEREAS**, those funds will support target hardening initiatives at the Boonton Water Treatment Plant; and

**WHEREAS**, the Office of Emergency Management & Homeland Security desires to accept the funding to address security issues at the Boonton Water Treatment Plant; and

**WHEREAS**, this project will commence on October 1, 2012

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

APPROVED: \_\_\_\_\_  
 APPROVED: [Signature]  
 Business Administrator

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

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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



CHRIS CHRISTIE  
GOVERNOR

KIM GUADAGNO  
LT. GOVERNOR

State of New Jersey  
Office of Homeland Security and Preparedness  
PO Box 091  
TRENTON, NJ 08625-0091

EDWARD DICKSON  
DIRECTOR

July 13, 2012

Mayor Jerramiah T. Healy  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

RE: FY09 Buffer Zone Protection Program  
Award Number 2009-BF-T9-0041, CFDA Number 97.078

Dear Mayor Healy:

The Office of Homeland Security and Preparedness (OHSP), in its role as the State Administrative Agency for federal preparedness funding, is pleased to advise you that the Jersey City Office of Emergency Management will be granted a total of \$259,000.00 under the FY09 Buffer Zone Protection Program (BZPP). These funds must be used to support the target hardening of the Boonton Water Treatment Plant.

These funds will be available to your municipality for allowable program expenditures upon the completion of the requirements listed below:

- 1.) The signing and returning of the FY09 Grant Agreement and required attachments (A through H) by August 16, 2012, to Steven Talpas, Grant and Program Management Bureau Chief, OHSP. The original Grant Agreement, which sets forth the terms and conditions associated with the funding for this project, is attached for execution by the appropriate parties.
- 2.) Population of OHSP's Grant Tracking System (GTS) with procurement data during the performance period. The awarding of these funds is conditioned upon your department's full participation with our GTS. Training is available the first Monday of every month at 10:00 a.m. at our offices in Hamilton. Please contact Melissa Barnes at (609) 584-4088 to reserve a seat for the class.

Once these requirements are satisfied, a fully executed agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded.

Mayor Jerramiah T. Healy  
Page 2  
July 12, 2012

The Vulnerability Reduction Protection Plan (VRPP) prepared by your municipality and OHSP Critical Infrastructure Protection Bureau staff has been approved by DHS. Any change to that plan must be approved by DHS in advance of any revised purchases. Any purchases made without DHS approval are ineligible for reimbursement.

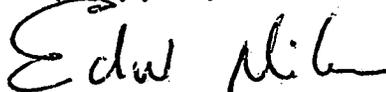
The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of the county before OHSP will authorize program expenditures. Please review the agreement carefully.

The FY09 Buffer Zone Protection Program is administered as a reimbursement grant program. As such, all reimbursement requests (copy of paid invoices/cancelled checks, etc.) must be forwarded to Kadeidra Robinson, Fiscal Unit, Office of Homeland Security and Preparedness. Reimbursement packages should not include quotes and may be submitted any time during the performance period.

Please note that these funds must be expended by March 31, 2013. Periodic financial and programmatic reviews will be conducted to determine progress in meeting stated objectives/goals and expenditure activity, and if necessary, funding reprogramming to other priority initiatives will commence.

If you have any questions or need further clarification regarding this matter, please contact Mr. Steven Talpas at 609-584-4811. We look forward to partnering with you as we implement these FY09 BZPP awards.

Very truly yours,



Edward Dickson, Director  
Office of Homeland Security and Preparedness

CBM/RR:kw

Enclosures

cc: Steven Talpas, Chief, Grant and Program Management Bureau, OHSP  
Lisa Conte, Grant Liaison, OHSP  
William Kelly, Fiscal Officer, OHSP  
Greg Kierce, Director, Jersey City Office of Emergency Management  
Joseph Conrey, Critical Infrastructure Protection, OHSP

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

City Clerk File No. Res. 12-666

Agenda No. 10.G

Approved: SEP 12 2012

TITLE:



## RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$402,585.31 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

**COUNCIL  
THE FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF**

**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 Tax Assessor and Corporation Counsel have 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 \$402,585.31.**

MAM/mw  
8-29-12

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

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

Certification Required

Not Required

0 2 0 1 2 1 2 9

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

Block	Lot	Tax Year	Taxpayer/Owner	Property Address	Assessment		Assessment Reduction	Refund
					Present	Settled		
1619.1	1	2010	Acadia Storage	191 Broadway	\$3,269,800	\$2,407,500	\$862,300	\$59,524.57
1619.1	1	2011	Acadia Storage	191 Broadway	\$3,269,800	\$2,648,700	\$621,100	\$43,526.69
11703	1	2012	Acadia Storage	191 Broadway	\$3,269,801	\$2,648,700	\$621,101	\$44,619.90
1507	2L.11	2009	Harbor Drive R.E.	145 Industrial Drive	\$1,196,000	\$1,196,000	\$0	\$0
1508	2L.11	2011	Harbor Drive R.E.	145 Industrial Drive	\$1,196,000	\$1,007,200	\$188,800	\$13,231.10
30306	11	2012	Harbor Drive R.E.	145 Industrial Drive	\$1,196,000	\$1,007,200	\$188,800	\$13,563.39
1507	2L.12	2009	Harbor Drive R.E.	120 Harbor Drive	\$804,200	\$804,200	\$0	\$0
1507	2L.12	2011	Harbor Drive R.E.	120 Harbor Drive	\$804,200	\$677,200	\$127,000	\$8,900.16
30306	12	2012	Harbor Drive R.E.	120 Harbor Drive	\$804,200	\$677,200	\$127,000	\$9,123.68
1507	2.Q	2009	Harbor Drive R.E.	90 Harbor Drive	\$1,799,800	\$1,799,800	\$0	\$0
1507	2.Q	2011	Harbor Drive R.E.	90 Harbor Drive	\$1,799,800	\$1,515,600	\$284,200	\$19,916.74
30306	13	2012	Harbor Drive R.E.	90 Harbor Drive	\$1,799,800	\$1,515,600	\$284,200	\$20,416.93
1868	36.99	2011	H. Kenny, et. al.	100 Newkirk Street	\$3,000,000	\$1,300,000	\$1,700,000	\$11,528.01
706.5	5.99	2010	Jefferson Realty	213-219 Palisade Ave.	\$750,800	\$583,800	\$167,000	\$7,551.88
706.5	5.99	2011	Jefferson Realty	213-219 Palisade Ave.	\$750,800	\$583,800	\$167,000	\$7,551.88
1291	76	2010	Robert Clasulli	540 Route 440	\$1,659,400	\$1,550,000	\$109,400	\$7,666.75
1291	76	2011	Robert Clasulli	540 Route 440	\$1,659,400	\$1,550,000	\$109,400	\$7,666.75
1291	76	2012	Robert Clasulli	540 Route 440	\$1,659,400	\$1,550,000	\$109,400	\$7,859.30
22001	4	2012	Robert Clasulli	14 Mortorano Way	\$166,000	\$166,000	\$0	\$0
22003	4	2012	Williams Realty	Water Street	\$751,600	\$751,600	\$0	\$0
1295	28.99	2009	Williams Realty	Water Street	\$751,600	\$751,600	\$0	\$0
1295	28.99	2010	Williams Realty	Water Street	\$751,600	\$751,600	\$0	\$0
1295	28.99	2011	Williams Realty	Water Street	\$751,600	\$700,000	\$51,600	\$3,616.13
527	8	2011	Antonio Goncalves	22-24 Cook Street	\$85,000	\$75,000	\$10,000	\$700.80
<b>TOTAL</b>								<b>\$402,585.38</b>

6666

**JERSEY CITY LAW DEPARTMENT**

**MEMORANDUM**

DATE: August 30, 2012  
TO: Peter Brennan, Council President and Members of the City Council  
FROM: Eduardo Toloza, Tax Assessor  
SUBJECT: Proposed Resolution/ Tax Appeal Settlement Agreements

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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 page. The refunds result from agreements that the assessments of the properties fell outside the range permitted for the 2008-2011 tax years. The total tax dollar refund for these appeals is \$402,585.38.

The largest assessment reduction is to Acadia Storage for its self-storage facility on Broadway. The next largest is to 100 Nerwkirk Street, and office building that's been vacant for several years. A reduction was also given to Harbor Drive Real Estate for its warehouses in the Port Jersey area. Jefferson Realty received a reduction for its medical support facility on Palisade Avenue. Reductions were given to Robert Ciasulli and Williams Realty for their car dealerships on Route 440 and to Antonio Goncalves for his warehouse on Cook Street.

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 income and expense analysis or by sales of similar properties because of the level of the ratio. In tax years when the assessment can be supported there is no reduction, as in the 2009 and 2010 tax years for the Water Street property.

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 foot 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.

ET/mbh

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

City Clerk File No. Res. 12-667  
 Agenda No. 10.H  
 Approved: SEP 12 2012



TITLE:

## RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 13-15 JEWETT AVENUE, JERSEY CITY, A/K/A BLOCK 1918, LOT 10

**COUNCIL** offered and moved adoption of the following resolution:

**WHEREAS**, on December 9, 2002, Deborah Jackson (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$5,000.00 made under the HORM Program; and

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

**WHEREAS**, the mortgage affects property known as 13-15 Jewett Avenue, Jersey City, also known as Lot 10 in Block 1918; and

**WHEREAS**, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

**NOW, THEREFORE, BE IT RESOLVED**, that the Business Administrator is authorized to execute a Discharge of Mortgage of Deborah Jackson dated December 9, 2002, in the sum of \$5,000.00 affecting 13-15 Jewett Avenue, Jersey City, also known as Block 1918, Lot 10.

IW/cw  
08/27/12

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

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

02012127

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-668

Agenda No. 10. I

Approved: SEP 12 2012



TITLE:

**RESOLUTION AUTHORIZING THE SUBORDINATION OF THE CITY'S MORTGAGE TO A NEW FIRST MORTGAGE AFFECTING PROPERTY KNOWN AS 193-195 CLINTON AVENUE A/K/A BLOCK 18303, LOT 32 F/K/A BLOCK 1802, LOTS 3 AND 4**

**COUNCIL offered and moved adoption of the following resolution:**

**WHEREAS**, E.S.E. Funding Corp. (E.S.E.) the owner of Block 18303, Lot 32, formerly Block 1802, Lots 3 and 4, a/k/a 193-195 Clinton Avenue (Property), executed an Affordable Housing Agreement with the City of Jersey City (City) on July 17, 2000; and

**WHEREAS**, E.S.E. executed a \$500,000 mortgage with the City on March 18, 2002, which was amended by a mortgage dated July 17, 2003, to develop 25 units of affordable housing which are required to remain as affordable housing units for a 20 year period; and

**WHEREAS**, the City's mortgage was recorded as a second lien against the Property; and

**WHEREAS**, E.S.E sold the property to NJ Norse Holdings, Inc. (NJ Norse) subject to the condition that the new buyer agree to maintain the housing units as affordable for the remainder of the 20 year affordability period and assume the City's mortgage; and

**WHEREAS**, NJ Norse assigned its contract to purchase the Property to 193-195 Norse, LLC; and

**WHEREAS**, 193-195 Norse, LLC (Borrower) now desires to refinance the first mortgage in order to obtain lower monthly mortgage payments and use the additional loan funds to make capital improvements to the Property; and

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

**WHEREAS**, the new first mortgage amount will be \$1,730,000; and

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

**WHEREAS**, the City by its Division of Community Development has reviewed the appraisal report and determined that the value of the Property supports the amount of the new loan and the City's loan and has further reviewed the title commitment and determined that there are no other judgments 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 193-195 Clinton Avenue, Jersey City also known as Block 18303, Lot 32 formerly Block 1802, Lots 3 and 4 to the interests of the new first mortgage of New York Community Bank.

IW/he  
8-27-12

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

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

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

Business Administrator

Corporation Counsel

0 2 0 1 2 1 2 3

Certification Required

Not Required

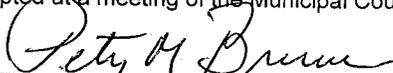
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12.							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-669  
 Agenda No. 10.J  
 Approved: SEP 12 2012  
 TITLE:



RESOLUTION AUTHORIZING THE CITY TO ENTER AN AGREEMENT OF INDEMNIFICATION AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

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

WHEREAS, the City of Jersey City is co-sponsoring Mayor Jerramiah Healy's Tapestry of Nations African American Festival to take place at 360 Martin Luther King Drive, to offer entertainment, refreshments, information and children's games for the purpose of cultural awareness and celebration of pride to residents of Jersey City; and

WHEREAS, in sponsoring and/or coordinating such events or programs, the Division of Cultural Affairs, requires the use of facilities or property not by the city; and

WHEREAS, ethnic vendors and performers are the source of entertainment for the event; and

WHEREAS, city of Jersey City will host the event on Saturday, September 15, 2012 from 11:00AM-7:00PM with a set up time at 7:00AM The event is to celebrate the diverse culture within our community of Jersey City; and

WHEREAS, the Brandywine Real Estate Management Service Corp. parking lot, 360 Martin Luther King, Jr. Drive, Jersey City, New Jersey, 07305 requires, indemnification and letter of insurance from the City; and

WHEREAS, the agreement will specify the City's responsibilities to the Brandywine Real Estate Management Service Corp. 360 Martin Luther King, Jr. Drive, Jersey City, New Jersey, 07305 for the Plaza's parking lot including an indemnification and hold harmless clause in which the Brandywine Real Estate Management Service Corp. cannot be held liable for injuries received by participants in this program or for damage to the facility; and

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 an agreement here to Brandywine Real Estate Management Service Corp. for the use of their facility by the Division of Cultural Affairs for the display and demonstrations of brotherhood and sisterhood on Saturday, September 15, 2012
2. The risk Manager is authorized to issue a Letter of Insurance to Brandywine Real Estate Management Service Corp. to cover this activity.
3. The Mayor or Business Administrator is authorized to execute such other documents that maybe necessary to effectuate the purpose of this Resolution.

APPROVED: [Signature] Peter Soriero, Risk Manager  
 APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Business Administrator [Signature] Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
						9/12/12					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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. 12-670

Agenda No. 10.K

Approved: SEP 12 2012

TITLE:



**RESOLUTION AWARDING AN OPEN-END CONTRACT TO DELL MARKETING LP.,  
FOR THE LEASING OF DESKTOP COMPUTERS FOR THE DEPARTMENT OF  
ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY**

---

**COUNCIL**

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

**WHEREAS**, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for the **Leasing of Desktop Computers** to the City of Jersey City, Department of Administration, Division of Information Technology; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **Three (3) Bids**, the lowest bid being that from **Dell Marketing, LP., One Dell Way, Round Rock, Texas 78682**, in the total bid amount of **Five Hundred Eighty Seven Thousand, One Hundred Twenty Three (\$587,123.14) Dollars and Fourteen Cents** ; and

**WHEREAS**, the City's Purchasing Director has certified that he considers said bids to be fair and reasonable; and

**WHEREAS**, this contract is awarded as an open-end contract for a total lease term not to exceed a (4) four year period to a maximum of 800 of PCs; and

**WHEREAS**, at the end of the contract, if a new lease is not in place, the City will have the option to continue leasing on a month to month basis for up to (12) twelve additional months; and

**WHEREAS**, Dell Marketing LP, submitted a bid with a lease factor of 0.5988 or annual lease payments of \$146,780.79; and

**WHEREAS**, the sum of **Twenty Thousand (\$20,000.00) Dollars** is available in the 2012 temporary budget in **Account No. 01-201-20-140-316**; and

**Department of Administration/Information Technology**

<b>Acct #</b>	<b>P.O #</b>	<b>Amount</b>
01-201-20-140-316	107573	\$ 20,000.00
	<b>TOTAL CONTRACT AMT</b>	<b>\$587,123.14</b>

**WHEREAS**, the remaining contract funds will be made available as orders are placed in the 2012 thru 2016 temporary and permanent budgets; and

**WHEREAS**, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq; and

**WHEREAS**, if funds are not available for the contract in the 2012 thru 2016 temporary and permanent budgets, the contract will be terminated.

(continued on Page 2)

TITLE: **RESOLUTION AWARDING AN OPEN-END CONTRACT TO DELL MARKETING LP., FOR THE LEASING OF DESKTOP COMPUTERS FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY**

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Dell Marketing LP**, be accepted and that a contract be awarded to said company in the above amount and the City Purchasing Director is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractors shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account shown below

**Department of Administration/Information Technology**

Acct #	P.O #	Amount
01-201-20-140-316	107573	\$ 20,000.00
<b>TOTAL CONTRACT AMT</b>		<b>\$587,123.14</b>

**APPROVED**  
Peter Folgado, Purchasing Director, RRPO, QPA

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AWARDING AN OPEN-END CONTRACT TO DELL MARKETING LP., FOR THE LEASING OF DESKTOP COMPUTERS FOR THE DEPARTMENT OF ADMINISTRATION/DIVISION OF INFORMATION TECHNOLOGY**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Robert Magro, Director, Information Technology

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Nine (17)

**DATE BIDS WERE PUBLICLY RECEIVED:**

August 14, 2012

**NUMBERS OF BIDS RECEIVED:**

Three (3)

**DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:**

Leasing of Desktop Computers for the Department of Administration/Information Technology

**BIDDER'S INFORMATION:**

- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Dell Marketing LP One Dell Way Round Rock, TX 78682	\$587,123.14
2) Technology Integration Group 405v Lexington Ave New York, NY 10174	\$636,357.44
3) CDW Government LLC 230 N. Millwaukee Ave Vernon Hills, IL 60061	\$687,680.16

**BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:**

**I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED**

8/31/12  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO,QPA

BID FORM

1) 48 MONTH LEASE ON 800 DESKTOP COMPUTERS

ANNUAL LEASE FACTOR .05988 (quarterly in arrears)

2) TOTAL HARDWARE LEASE COST  
Based on 800 Desktop Computers for 48 months \$497,435.14

3) TOTAL IMPLEMENTATION SERVICES COST  
FOR 800 DESKTOP COMPUTERS: \$89,688.00

4) TOTAL COST (ITEM 2 + ITEM 3) \$587,123.14

Five hundred eighty-seven thousand, one hundred twenty-three dollars and fourteen cents.

TOTAL BID AMOUNT IN WORDS (ITEM 4)

*All Quotations Must Be Typewritten or Written in Ink. Pencil Quotations Will Automatically be Rejected. This Bid Must Be Accompanied With a Bond or Certified Check for Ten (10%) percent Total Amount of the Bid. Bond Must Be From Some Surety Company Authorized to Do Business in the State of New Jersey. (This Proposal Form Not Transferable).*

4) COST PER HOUR FOR OUT-OF-SCOPE SERVICES \$125.00 per hour  
(This will be used for informational purposes only and is NOT part of the evaluation formula)

5) COST PER MACHINE FOR FOUR-HOUR SERVICE \$818.00 per machine  
(This will be used for informational purposes only and is NOT part of the evaluation formula)

Asset recovery of existing 825 systems, \$62.00 per system

Remote image support, \$7,500.00





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DELL MARKETING LP  
**Trade Name:**  
**Address:** ONE DELL WAY MS RR1-38  
ROUND ROCK, TX 78682  
**Certificate Number:** 0095191  
**Effective Date:** May 18, 2010  
**Date of Issuance:** August 14, 2012

**For Office Use Only:**  
20120814143310170

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

City Clerk File No. Res. 12-671

Agenda No. 10.1

Approved: SEP 12 2012

TITLE:



## **RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERING SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

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

**WHEREAS**, the Division of Information Technology requires **Email Archiving and Disaster Recovery Services for the City's Microsoft Exchange Email System**; and

**WHEREAS**, N.J.S.A. 40A:11-12. of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

**WHEREAS**, Dell Marketing L.P., One Dell Way, RR1 MS17, Round Rock, Texas 78692 is in possession of State Contract No. A70256, submitted a proposal for email archiving and recovery services; and

**WHEREAS**, funds are available for this contract in **Administration, Information Technology/Contractual Services Fund**;

Account	P.O. #	State Contract	Total Contract
01-201-20-140-314	<u>107445</u>	A70256	\$49,656.00

**WHEREAS**, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **Dell Marketing L.P.**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO DELL MARKETING LP FOR EMAIL ARCHIVING AND DISASTER RECOVERING SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

**WHEREAS**, Dell Marketing L.P. has completed and submitted a Business Entity Disclosure Certification which certifies that Dell Marketing L.P. has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year (2005 contributions are exempt), and that the contract will prohibit Dell Marketing L.P. from making any reportable contributions during the term of the contract; and

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in account 02-201-20-140-314.

<b>Account</b>	<b>P.O. #</b>	<b>State Contract</b>	<b>Total Contract</b>
01-201-20-140-314	<u>107445</u>	<u>A70256</u>	\$49,656.00

Approved by \_\_\_\_\_  
Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
8/14/12

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

**PURCHASE ORDER NUMBER**  
**107445**

THIS NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS AND PACKAGES.

**PURCHASE ORDER & VOUCHER**

CHECK NO. \_\_\_\_\_  
 CHECK DATE \_\_\_\_\_  
 VOUCHER NO. \_\_\_\_\_  
 VENDOR INV.# \_\_\_\_\_

REQUISITION # **0159070**  
 BUYER **STATECONT**

DATE: **08/14/2012** VENDOR NO.: **DE147643**

**VENDOR INFORMATION**

**DELL MARKETING L.P.**  
**ONE DELL WAY, RR1 MS17**  
  
**ROUND ROCK TX 78682**

**DELIVER TO**

**INFORMATION TECHNOLOGY**  
**1 JOURNAL SQUARE PLAZA, 3RD FL**  
**JERSEY CITY NJ 07306**

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	EMAIL ARCHIVING/DR & DISASTER RECOVERY SERVICES FOR CITY MS EXCHANGE EMAIL SYSTEM - PROPRIETARY  FY 2012 CUSTOMER: 69796111, ORDER: XFTTN19P7 M-0483: WSCA COMPUTER CONTRACT SC A70256  SC RES _____ D/D _____	01-201-20-140-314	49,656.0000	49,656.00

TAX EXEMPTION NO. **22-6002013**

**PO Total 49,656.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

**OFFICER'S OR EMPLOYEE'S CERTIFICATION**

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

**FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS**



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DELL MARKETING LP  
**Trade Name:**  
**Address:** ONE DELL WAY MS RR1-38  
ROUND ROCK, TX 78682  
**Certificate Number:** 0095191  
**Effective Date:** May 18, 2010  
**Date of Issuance:** August 14, 2012

**For Office Use Only:**  
20120814143310170

CO= K068232  
 DE= K068232

SECTION B - COMPANY IDENTIFICATION

1. DELL INC - ROUND ROCK - HEADQUARTER  
 ONE DELL WAY  
 ROUND ROCK, TX 78682

2. DELL INC - ROUND ROCK - HEADQUARTER  
 ONE DELL WAY  
 ROUND ROCK, TX 78682

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:0000000000

E - Y

SECTION D - EMPLOYMENT DATA

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SU OFFICIALS & MGRS	2	0	102	2	0	0	11	0	0	35	0	2	0	0	1	155
PROFESSIONALS	189	95	2883	128	2	273	10	20	1008	75	2	85	6	7	4783	
TECHNICIANS	1099	550	9925	801	25	2077	79	156	4097	561	7	912	27	69	20385	
SALES WORKERS	43	26	248	66	0	32	1	4	246	62	8	29	9	6	800	
ADMINISTRATIVE SUPPORT	399	148	4604	318	10	201	31	79	1495	135	3	65	12	33	7533	
CRAFT WORKERS	269	387	1849	311	3	128	17	43	2023	490	10	157	23	44	5554	
OPERATIVES	5	0	29	3	0	1	0	0	3	1	0	1	0	0	43	
LABORERS & HELPERS	48	29	24	12	0	28	1	0	14	14	0	16	1	0	187	
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	9	1	32	9	0	2	1	2	14	1	0	1	0	0	72	
PREVIOUS REPORT TOTAL	2063	1236	19496	1670	40	2753	140	304	8935	1339	30	1268	78	160	39512	
	1986	1228	17239	1661	33	2593	128	220	8167	1400	26	1124	80	99	35984	

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 08/13/2011 THRU 08/26/2011

SECTION G - CERTIFICATION  
 CERTIFYING OFFICIAL: JACKIE KOSTREBA  
 EEO-1 REPORT CONTACT PERSON: JACKIE KOSTREBA  
 EMAIL: JACKIE\_KOSTREBA@DELL.COM

TITLE: DIVERSITY CONSULTANT  
 TITLE: DIVERSITY CONSULTANT  
 TELEPHONE NO: 5127284630

CERTIFIED DATE(EST): 11/18/2011 04:58 PM



This is your CONSOLIDATED INVOICE

FID Number: 74-2616805  
 Sales Rep: UNASSIGNED ACCOUNT-DONT DELETE  
 For Sales: (800) 981 - 3355  
 Sales Fax: (800) 433 - 9527  
 Customer Service: (800) 981 - 3355  
 Technical support: (800) 981 - 3355  
 Dell Online: www.dell.com

Customer Number: 69796111  
 Purchase Order: POMS26740014  
 Order Number: XFTTN19P7  
 Order Date: 07/16/12

Invoice Number: XFTTN19P7C

Invoice Date: 07/16/12  
 Payment Terms: NET DUE 30 DAYS  
 Due Date: 08/15/12

Shipped Via:  
 Waybill Number:

83 01 0 01 01 N

SHIP TO:  
 SEE BELOW

SOLD TO:  
 ACCOUNTS PAYABLE  
 CITY OF JERSEY CITY  
 1 JOURNAL SQUARE PLZ STE 3 FL  
 INFORMATION TECHNOLOGY  
 JERSEY CITY, NJ 073064004

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES AT [www.dell.com/us/policy](http://www.dell.com/us/policy) OR UPON REQUEST, WHICH GOVERN THIS TRANSACTION

Ordered	Shipped	Item Number	Description	Unit	Unit Price	Amount																					
			<table border="1"> <tr> <td>SHIP TO:</td> <td>NOEMI ESCOBAR</td> <td>TAX AMT</td> <td></td> </tr> <tr> <td></td> <td>CITY OF JERSEY CITY</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td></td> <td>1 JOURNAL SQUARE PLZ FL 3 ACCOUNTS &amp; CONTROL</td> <td>ENVIRO FEE</td> <td></td> </tr> <tr> <td></td> <td>JERSEY CITY, NJ 073064004</td> <td>\$</td> <td>0.00</td> </tr> <tr> <td>METHOD:</td> <td>STANDARD GROUND</td> <td>CHARGES:</td> <td>\$ 0.00</td> </tr> </table>		SHIP TO:	NOEMI ESCOBAR	TAX AMT			CITY OF JERSEY CITY	\$	0.00		1 JOURNAL SQUARE PLZ FL 3 ACCOUNTS & CONTROL	ENVIRO FEE			JERSEY CITY, NJ 073064004	\$	0.00	METHOD:	STANDARD GROUND	CHARGES:	\$ 0.00			
SHIP TO:	NOEMI ESCOBAR	TAX AMT																									
	CITY OF JERSEY CITY	\$	0.00																								
	1 JOURNAL SQUARE PLZ FL 3 ACCOUNTS & CONTROL	ENVIRO FEE																									
	JERSEY CITY, NJ 073064004	\$	0.00																								
METHOD:	STANDARD GROUND	CHARGES:	\$ 0.00																								
1	1	992-8878	*Dell Modular Services: Base Em ail Continuity With Annual Billing for 3 Years	EA	2,304.00	2,304.00																					
700	700	992-8898	*Dell Modular Services: Email C ontinuity for 1 Mailbox With Annual Billing for 3 Years	EA	17.28	12,098.00																					
1	1	992-8998	*Dell Modular Services: Base Wi reless Continuity With Annual Billing for 3 Years	EA	600.00	600.00																					
20	20	992-9018	*Dell Modular Services: Wireles s Continuity for 1 Mailbox With Annual Billing for 3 Years	EA	9.00	180.00																					
1	1	992-9078	*Dell Modular Services: Base Em ail Security With Annual Billing for 3 Years	EA	2,400.00	2,400.00																					
700	700	992-9098	*Dell Modular Services: Email S ecurity for 1 Mailbox With Annual Billing for 3 Years	EA	14.40	10,080.00																					
1	1	992-9238	*Dell Modular Services: Base Em ail Enterprise Archive With Annual Billing for 3 Years	EA	2,088.00	2,088.00																					
700	700	992-9258	*Dell Modular Services: Email E nterprise Archive for 1 Mailbox With Annual Billing for 3 Ye ars	EA	16.44	11,508.00																					
700	700	992-9448	*Dell Modular Services: 1GB Ema il Storage Year 2 With Annual Billing for 3 Years.	EA	4.00	2,800.00																					
1050	1050	992-9449	*Dell Modular Services: 1GB Ema il Storage Year 3 With Annual Billing for 3 Years	EA	4.00	4,200.00																					
350	350	992-9457	*Dell Modular Services: 1GB Ema il Storage Year 1 With Annual Billing for 3 Years	EA	4.00	1,400.00																					

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$10 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Shp. &/or Handling	\$	0.00
Subtotal	\$	49,656.00
Taxable	Tax	
\$	0.00	\$ 0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	49,656.00

DETACH AT LINE AND RETURN WITH PAYMENT



Invoice Number: XFTTN19P7C  
 Customer Name: CITY OF JERSEY CITY  
 Customer Number: 69796111  
 Purchase Order: POMS26740014  
 Order Number: XFTTN19P7

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.  
 C/O DELL USA L.P.  
 PO BOX 643561  
 PITTSBURGH, PA.152643561

Shp. &/or Handling	\$	0.00
Subtotal	\$	49,656.00
Taxable	Tax	
\$	0.00	\$ 0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	49,656.00
	\$	
	\$	
	\$	
Balance Due	\$	49,656.00
Amount Enclosed		

**\*\* Budget Account \*\***

Fund **1** CURRENT FUND  
 G/L **201** CURRENT APPROPRIATIONS  
 Cofr **20** GENERAL GOVERNMENT  
 Subsidiary **140** INFO TECH  
 Line Item **314** CONTRACTUAL SERVICES  
 Sort Code **25** ADMINISTRATION DEPT

Budget Amount **653,000.00**  
 Revised Budget **.00**  
 Beginning Balance **653,000.00**  
 Prior YTD Expended **.00**  
 Curr. YTD Expended **386,183.98**  
 Open Encumbered **135,251.59**  
 Ending Balance **131,564.43**

Year/Period **2012 / 8**  View in Ascending Order  
 View in Descending Order

Chg. Year/Period  /

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	8	8/01/2012	106648	DLT SOLUTIONS IN	51192687	SOFTWARE SUPPO	7,039.80	.00
VR	8	8/01/2012	105532	SUNGARD PUBLIC S	*	SUPPORT SERVICE	4,600.00	.00
VR	8	8/01/2012	105508	H&L SYSTEMS INC	835	SOFTWARE SUPPO	10,416.66	.00
VR	8	8/01/2012	105473	IRON MOUNTAIN O	*	ENCUMBRANCY	2,987.96	.00
VR	8	8/01/2012	107060	DELL MARKETING L.	XFT8JR61	MAINTENANCE	4,830.50	.00
VR	8	8/01/2012	105331	NETWORK MANAGE	NMS7454	SYSTEMS SUPPORT	38,400.00	.00
VR	7	7/18/2012	105332	ASTRO TECH	JCPD-078	COMPUTER SERVIC	6,189.00	.00
VR	7	7/18/2012	105532	SUNGARD PUBLIC S	18648	SUPPORT SERVICE	2,300.00	.00
VR	7	7/18/2012	105508	H&L SYSTEMS INC	830	SOFTWARE SUPPO	10,416.66	.00
VR	7	7/18/2012	106872	ASSETWORKS INC		SOFTWARE SUPPO	3,500.00	.00
VR	6	6/27/2012	105606	EMERSON NETWOR	MI38780	UPS SUPPORT	9,433.50	.00
VR	6	6/27/2012	106841	FOLEY POWER SYST	0414025	MAINTENANCE	1,634.81	.00
VR	6	6/27/2012	106805	MUNIDEX INC.		SOFTWARE SUPPO	5,115.00	.00
VR	6	6/27/2012	105532	SUNGARD PUBLIC S	50010	SUPPORT SERVICE	2,300.00	.00

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

City Clerk File No. Res. 12-672

Agenda No. 10.M

Approved: SEP 12 2012



TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH  
TELCOM & DATA INC. FOR PROVIDING MAINTENANCE  
AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S  
AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**

## **COUNCIL**

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

**WHEREAS**, there exists a need to **Support and Maintain the Avaya Phone System** for the Department of Police; and

**WHEREAS**, Telcom & Data Inc., 2625 S. Greeley St., Suite 200 Milwaukee, WI 53207 will provide this service; and

**WHEREAS**, Telcom & Data Inc., has agreed to provide a 5% discount (\$22,230.00) for annual prepayment and discount prepayment of year two and three of the initial coverage at \$21,730.00 per year; and

**WHEREAS**, Telecom & Data Inc. has specific knowledge of the Department of Police Avaya Phone System having worked on this system in the past lending it the ability to rapidly diagnose and correct deficiencies; and

**WHEREAS**, Telecom & Data Inc. has agreed to and has the specific ability to support the Department of Police Avaya Phone System with regard to its integration with the Intrado/Positron Viper E-9-1-1 system and the detailed requirements of said integration; and

**WHEREAS**, funds in the amount of **\$22,230.00** are currently available in the 2012 budget of **Account No. 12- 01-201-25-240-310**; and source of funding is from operating account; and

**WHEREAS**, the award of this contract shall be subject to the appropriation of sufficient funds in the 2012 year permanent budget; and

**WHEREAS**, this award is exempt for public bidding pursuant to N.J.S.A. 40A:11-5(1)(dd), because it is for maintenance and support services for a proprietary computer system; and

**WHEREAS**, pursuant to N.J.S.A. 19:44A 20.4 et seq., Telcom & Data Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Telcom & Data Inc. has not made any reportable contributions to a political or candidate committee listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Telcom & Data Inc. from making any reportable contributions during the term of the contract; and

**WHEREAS**, Telcom & Data, Inc. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, Telcom & Data Inc. has submitted its certification of compliance with the City's Contractor Pay to Play reform ordinance adopted on September 3, 2008; and

**WHEREAS**, the Police Director has determined and certified in writing that the value of the contract will exceed \$17, 500;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of Jersey City that the said quotation of the aforementioned Telcom & Data, Inc., be accepted and that a contract in the total amount of \$65,790.00 divided over a three year period be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH TELCOM & DATA INC. FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S AVAYA PHONE SYSTEM WITHOUT PUBLIC BIDDING**

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Affairs Law, N.J.S.A. 40A: 5-1 et seq; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

**RESOLVED**, that the Business Entity, Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay to Play reform ordinance, and the determination of value certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

**RESOLVED**, that pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in 2012 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in 2012 fiscal year permanent budget and in subsequent fiscal year budgets.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds for the first year of this contract in the amount of \$22,230.00 are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in

**Department of Police**

Acct. No.	P.O.#	Amount
12- 01-201-25-240-310.	107100	\$22,230.00

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

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required   
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

1 JOURNAL SQUARE PLAZA  
JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER

107100

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
CORRESPONDENCE, SHIPPING PAPERS AND  
PACKAGES

## PURCHASE ORDER & VOUCHER

CHECK NO. \_\_\_\_\_

CHECK DATE \_\_\_\_\_

VOUCHER NO. \_\_\_\_\_

VENDOR INV.# \_\_\_\_\_

REQUISITION # 0158206

BUYER EUS

DATE

VENDOR NO

06/29/2012

TE546424MV

### VENDOR INFORMATION

TELCOM & DATA, INC  
2625 S. GREELEY, SUITE 200  
  
MILWAUKEE WI 53207

### DELIVER TO

POLICE DEPARTMENT  
8 ERIE STREET  
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	AVAYA PHONE SUPPORT SUPPORT OF THE JERSEY CITY POLICE DEPARTMENT AYAYA VOLP PHONE SYSTEM  FOR: JCPD/SUPPORT SERVICES/COMPUTER UNIT 73-85 BISHOP STREET JERSEY CITY, NJ 07304 PHONE# 201-547-5308 CONTACT PERSONS: MIKE OR JULIO  TOTAL CONTRACT (3 YRS): \$65,790.00 CY 2012 TEMP ENCUMBRANCE: \$22,230.00  EUS RESO: _____ D/D _____  PARTIAL PAYMENT VOUCHERS	01-201-25-240-310	22,230.0000	22,230.00

TAX EXEMPTION NO. 22-6002013

PO Total 22,230.00

### CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

### OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE DELIVER TO ADDRESS



## Signature Service

### Telecommunications Equipment Maintenance and Support -Agreement-

<b>Seller:</b> Telcom & Data Inc. 2625 S. Greeley St., Suite 200 Milwaukee, WI 53207	<b>Customer:</b> Jersey City Police Department 75 Bishop Street Jersey City, NJ 07302
<b>Coverage Type:</b>	
<input checked="" type="checkbox"/>	FULL COVERAGE INCLUDING: PBX, VOICEMAIL, & HANDSETS (excludes wireless handsets)
<input type="checkbox"/>	SWITCH AND VOICEMAIL COVERAGE (excludes all handsets)
<input type="checkbox"/>	REMOTE SUPPORT AND MONITORING ONLY (all parts and onsite labor are billable)
<b>Coverage Hours:</b>	
<input type="checkbox"/>	24x7 24 hours a day - 7 days a week
<input checked="" type="checkbox"/>	8x5 8:00 a.m. - 5:00 p.m. CST Monday - Friday
<b>Price:</b> Seller shall provide Customer services under the Terms and Conditions of the Agreement in consideration of a monthly payment of One Thousand Nine Hundred Fifty Dollars and Zero Cents (\$1,950.00) <b>-or-</b> an annual prepayment of Twenty Two Thousand Two Hundred Thirty Dollars and Zero Cents (\$22,230.00). Annual prepayment includes a 5% discount. Year two and three of the initial Coverage Term are discounted to \$21,730.00 if pre-paid annually.	
<b>Coverage Start Date:</b> Coverage Term shall begin May 1st, 2012	
<b>Coverage Terms:</b> This Agreement is made by and between the Seller and Customer for an initial Coverage Term of Thirty-Six (36) months, and shall automatically renew at the end of the Coverage Term for successive Coverage Terms of twelve (12) months unless explicitly cancelled by the Seller or Customer, in writing, at least thirty (30) days prior to expiration of the current Coverage Term.	
<b>Covered Equipment:</b> Coverage is limited to the hardware and software listed in the "Covered Equipment" Chart.	
<b>Coverage Includes:</b> <ul style="list-style-type: none"><li>- FREE Initial Site Visit and Equipment Inspection</li><li>- FREE Help Desk Support</li><li>- FREE 24x7 Alarm Monitoring, Diagnostics and Trouble-Shooting</li><li>- FREE Annual Preventative Maintenance Visits (PMVs)*</li><li>- FREE Spare Parts Kit*</li><li>- FREE Carrier Support*</li><li>- FREE Installation of an Uninterruptible Power Supply (UPS)*</li><li>- FREE Carrier Service Evaluation</li><li>- GUARANTEED 2 Hour Response Time (During Coverage Hours)</li></ul>	

#### Terms & Conditions:

Telcom & Data Inc. (Seller) agrees to provide the Customer the following maintenance and support services:

##### 1. Service:

- A. Provide all parts and labor to repair or replace Covered Equipment during the Term of the Agreement.
- B. Provide a toll-free hotline to report service issues, available 24 hours a day, 365 days a year.
- C. Provide unlimited remote support and trouble-shooting of Covered Equipment from 8:00 a.m. - 5:00 p.m. CST, Monday - Friday, excluding the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

D. Dispatch a technician to the Customer site during Coverage Hours to repair or replace defective Covered Equipment if the problem cannot be resolved via remote support. Excludes the following Federal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

E. Response time is guaranteed for the following types of outages:

i. Major Outage: 25% trunk or station port outage; 25% or more voicemail outage; attendant console outage- a technician will be dispatched within two (2) coverage hours and will be onsite within an additional two coverage hours.

ii. Non-major Outage: all other outages or problems covered under this Agreement- a technician will be dispatched within eight (8) coverage hours and will be onsite within an additional eight (8) coverage hours.

F. Customer may request services, products, and onsite labor not included in this Agreement. All services, products, and onsite labor not included in this Agreement shall be billed to the Customer on a "Time & Materials" basis.

G. Restore covered telephony and voicemail functions with Customer's licensed copies of operational software and most recent data files and backup files. Telcom & Data Inc. (Seller) is not responsible for the loss or corruption of Customer's software, data files or backup files. Reprogramming without the Customer's licensed software and backups files will be done at Telcom & Data Inc.'s posted programming rates.

H. Any and all equipment replaced by Telcom & Data Inc. (Seller) or it's subcontractors, third-party vendors or suppliers during the fulfillment of this Agreement shall become the property of Telcom & Data Inc.

## 2. Conditions

A. Telcom & Data reserves the right to perform an inspection of Customer's equipment prior to commencement of this Agreement to ensure: all Covered Equipment is installed in accordance with manufacturer's specifications; all Covered Equipment is functioning according to manufacturer's specification; Covered Equipment is installed in a satisfactory, controlled environment.

B. Customer is responsible for providing continuous, properly grounded power to Covered Equipment. Covered Equipment must be powered through an Uninterruptible Power Supply (UPS) of proper voltage and sufficient wattage capacity. Outages and/or damage to Covered Equipment caused by power surges are not covered by this Agreement.

C. Customer is solely responsible for providing continuous carrier service. Outages to Covered Equipment caused by Customer's carrier are not covered by this Agreement. Damage to the Covered Equipment caused by the carrier are not covered by this Agreement.

D. Customer must provide an uninterrupted dedicated trunk line for the Seller's remote access to each phone system(s) and voicemail server(s) covered under this Agreement.

E. Customer must provide constant physical access to, and work space around, all Covered Equipment, sufficient for the maintenance, repair and replacement of a Covered Equipment.

F. Customer shall provide copies of all licensed software and regularly scheduled backup files necessary to properly maintain, repair or replace Covered Equipment.

G. Customer shall authorize Telcom & Data Inc. to engage Avaya Communications for any services required for the execution of Telcom & Data Inc.'s responsibilities under this Agreement. Telcom & Data Inc. agrees to reimburse Customer for all expenses incurred by Avaya Communications for services explicitly authorized by Telcom & Data Inc.

H. Customer agrees to allow Telcom & Data Inc. (Seller) to contract subcontractors, third-party vendors and suppliers who may be used from time-to-time to service Customer's equipment in accordance with Seller's responsibilities under this Agreement. Telcom & Data shall directly reimburse subcontractors, third-party vendors and suppliers for their services and products explicitly authorized by Telcom & Data Inc.

## 3. Exclusions

A. Telcom & Data Inc. does not cover damage to Covered Equipment caused by, and accepts no liability for:

i. The actions of persons not authorized by Telcom & Data Inc. to perform services on Covered Equipment

ii. The attachment of equipment not authorized by Telcom & Data Inc. to Covered Equipment

iii. The installation of software not authorized by Telcom & Data Inc. to Covered Equipment

iv. The misuse, abuse, or neglect of Covered Equipment by Customer, Customer's employees, Customer's agents, or any other persons operating the Covered Equipment.

v. Failure of the Customer to provide Telcom & Data Inc. and it's representatives sufficient and timely access to Covered Equipment

vi. Acts of God, forces of nature, acts of terrorism, acts of public enemies, criminal acts, war, military action, acts of civil or law enforcement officials, fire, explosion, pest or rodent damage, labor disputes including strikes, water damage including flooding and/or leaks, inability to secure and deliver materials due to shortages, fuel or energy shortages, the acts or failures of Customer's carrier service providers, unauthorized use of Covered Equipment or other products, and any other conditions that are beyond the control of Telcom & Data Inc.

vii. Lightning strikes, power surges and surges over carrier lines

B. Damage to Covered Equipment caused by or attributed to carrier service issues is not covered.

C. Damage to Covered Equipment and outages caused by other network equipment (including data networks, close circuit networks, and any outside utility networks) connected to the Covered Equipment is not covered in this Agreement.

D. This Agreement does not include: moving existing equipment, installation of new equipment, wiring new stations or trunk ports, or reprogramming of Covered Equipment. Customer agrees to contact Telcom & Data Inc. seven (7) days prior to moving the PBX, voicemail server, power supply and related equipment.

E. Wireless handsets, chargers, batteries, doorbells, door buzzers, door openers, paging systems, intercoms, external speakers, external ringers, loud speakers, demarcation terminals, carrier equipment, phone jacks and wiring are specifically excluded from coverage unless specifically described in the Covered Equipment Chart.

**4. Payment:**

- A. Customer agrees to pay all fees included in this Agreement.
- B. Monthly invoices are sent on the first day of each month of coverage, and are due within thirty (30) days of the invoice date. Cash, check, and supported credit cards are acceptable forms of payment.
- C. Annual pre-paid invoices are generated on the first day of coverage and are due within thirty (30) days of the invoice date. Annual pre-paid invoices are discounted 5% when paid within thirty (30) days of the start of service. The 5% discount is removed if the payment is not received by Telcom & Data Inc. within thirty (30) days of the invoice date.
- D. Customer agrees to pay all applicable Federal, State, and municipal taxes, unless a tax-exempt certification is filed with Telcom & Data Inc. by the Start Date.

**5. Termination of Agreement by Customer Default:**

- A. Customer is in default, and Telcom & Data Inc. reserves the right to terminate this Agreement, if:
  - i. Customer fails to pay a monthly or annual pre-paid invoice under the terms of this Agreement;
  - ii. Customer fails to observe any of the conditions of this Agreement;
  - iii. Customer significantly alters the phone system, voicemail or handsets from that which is listed in the Covered Equipment Chart without notifying Telcom & Data Inc., including but not limited to: adding trunk ports, adding station ports, adding handsets, adding licensing of any kind, adding components, adding connected equipment or servers, reducing components, reducing power supply redundancy, upgrading the phone system or software release, changing voicemail platforms, moving the phone system, moving the voicemail, moving the UPS, eliminating the UPS, or any other change to the Covered Equipment in this Agreement.
  - iv. Customer contracts any vendor not authorized by Telcom & Data Inc. to maintain and support the equipment listed in the Covered Equipment Chart.
- B. Customer is responsible for all administrative fees, attorney's fees, and court costs incurred by Telcom & Data Inc. in the collection of delinquent payments, late fees and early termination fees as set forth in 6 (B).

**6. Early Termination by the Customer:**

- A. Customer may terminate this Agreement at any time prior to the Start Date without penalty, less any the balance of any unpaid expenses incurred by Telcom & Data Inc. Any payments made toward this Agreement will be first applied to any outstanding balances Customer has with Telcom & Data Inc. Any remaining credit will be returned to the Customer within thirty (30) days. Credit balances under \$1000.00 will be returned in the form of original payment. Credit balances of \$1000.01 or more will be returned by check, via regular U.S. mail.
- B. After the Start Date, Customer may voluntarily cancel this Agreement at any time, subject to an Early Termination Penalty. Early Termination Penalty is defined as the lesser of twelve (12) months service under this Agreement, or the sum of charges for all periods remaining in this Agreement, less any expenses incurred by Telcom & Data Inc.

**7. Ownership of Equipment and Software Licenses**

- A. Customer hereby attests to be the legal owner (by outright ownership or third-party lease/financial agreement) or licensed end-user of all Covered Equipment, software licenses, and user licenses.
- B. Customer also attests that ownership of all Covered Equipment, software licenses and user licenses is free of any liens or legal attachment which may obstruct Telcom & Data Inc from properly servicing this Agreement.
- C. Customer assumes all liabilities (financial and otherwise) and holds Telcom & Data Inc. harmless in any conflicts which may arise from the Customer's misuse of Covered Equipment and licenses.

**8. General Provisions:**

- A. Any modification, supplement or waiver of any part of this Agreement must be expressly approved in writing by an authorized representative of both the Seller and the Customer.
- B. Neither party may assign this Agreement to another party without the prior express written consent of the other party. Such assignment may not be unreasonably withheld when sufficient notice is given. Failure of a party to respond to notice of assignment may not be construed as approval of assignment by the other party.
- C. If either party to this Agreement fails to exercise their rights or seek remedy under this Agreement or the law, that failure may not be construed as a waiver of any rights or the right to seek remedy.
- D. This Agreement is governed by the laws of The State of Wisconsin.
- E. If any provision of this Agreement is deemed to be unenforceable under Federal, State or local laws, that provision will then be divisible in accordance with applicable law. All other provisions shall remain in effect unless mutually agreed to by both parties.

**9. Dispute Arbitration:**

- A. All unresolved disputes between the parties to this Agreement shall be resolved as follows: a single professional arbitrator shall conduct binding good-faith arbitration, governed by the laws of the Federal Arbitration Act of the U.S.C. Each party shall bear the costs of it's own attorney's fees and other legal fees. All claims against Telcom & Data Inc. related to this Agreement must be filed within twelve (12) months of the cause of the claim. Written notice of the claim must be submitted in writing to Telcom & Data Inc. within said twelve (12) month period.

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**10. Notice and Mailing Address:**

A. Payments, written notices and any other information sent to Telcom & Data Inc. related to this Agreement should be sent by certified mail (with return receipt) to the following address:

**Telcom & Data Inc.  
2625 South Greeley Street, suite 200  
Milwaukee, WI 53207**

**This Agreement is considered executed upon signature of the Seller and Customer**

**Seller:  
Telcom & Data Inc.**

**Customer:  
Jersey City Police Department**

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**Authorized Signature**

---

**Authorized Signature**

---

**Print Name**

---

**Print Name**

---

**Title**

---

**Title**

---

**Date**

---

**Date**

Improving Your Business Through Telcom

### Covered Equipment Chart

<b>CUSTOMER NAME:</b>		Jersey City Police Department
<b>ADDRESS:</b>		75 Bishop Street
<b>CITY, STATE, ZIP:</b>		Jersey City, NJ 07302
<b>SOLD TO NUMBER:</b>		<b>COVERAGE START DATE:</b> 5/1/2012
<b>QTY</b>	<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>
		<b>75 Bishop Street</b>
1	S8700 CM5	Avaya S8700 Server, Communication Manager R5.0
2	G650	G650 Media Gateway Cabinet
4	655A	655A Power Supply
2	TN2602AP	IP Media (Prowler Board) Processor Circuit Pack
2	TN2312BP	IP Server Interface Circuit Pack
1	TN799DP	Control LAN Circuit Pack
1	TN771DP	Maintenance/Test Circuit Pack
7	TN464HP	ISDN T1/PRI Interface Circuit Pack
1	TN747B	Central Office Analog Trunk Port Interface Circuit Pack
5	TN793CP	Analog Station Port Circuit Pack
97	9630	IP Phones
348	Total Ports	
		<b>207 7th Street</b>
1	S8300 CM5	Avaya S8300 Server, Communication Manager 5
1	G350	G350 Modular Media Gateway Cabinet
1	MM701BP	ISDN T1/PRI Interface Media Module
1	VMM-ANN	Announcement Media Module
1	IA770	Intuity Audix Integrated Voicemail
48	9620	IP Phones
79	Total Ports	
		<b>8 Erie Street</b>
1	S8700 CM4	Avaya S8700 Server, Communication Manager R4.0
3	G650	G650 Media Gateway Cabinet
6	655A	655A Power Supply
2	TN2602AP	IP Media (Prowler Board) Processor Circuit Pack
1	TN2312BP	IP Server Interface Circuit Pack
3	TN799DP	Control LAN Circuit Pack
7	TN747B	Central Office Analog Trunk Port Interface Circuit Pack
2	TN429D	Central Office Analog Trunk Port Interface Circuit Pack
1	TN771DP	Maintenance/Test Circuit Pack
2	TN2224B	Digital Station Port Circuit Pack
1	TN793CP	Analog Station Port Circuit Pack
1	S8300 LSP	S8300 Local Survivable Processor
7	MM771AP	Analog Media Module
76	4621	IP Phones
382	Total Ports	
<b>COVERAGE:</b>		
<b>PRICE:</b>		\$1,950.00/month -or- \$22,230.00/year (incl. 5% annual pre-paid discount)

**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 \_\_\_\_\_ (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding \_\_\_\_\_ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract \_\_\_\_\_ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: TELECOM & DATA, INC.

Signed: Stephen Nelson Title: FINANCE MANAGER

Print Name: STEPHEN NELSON Date: 4/20/12

Subscribed and sworn before me  
this 20 day of April, 2012

My Commission expires:

Jan 17th 2016

Tina Miller (Affiant)  
Branch Manager  
(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.

**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
Ricardo Trinidad	2976 S. Superior Milwaukee, WI 53207	100%

SIGNATURE: 

TITLE: Branch Manager

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY

April 20th OF 20 12

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Wisconsin  
MY COMMISSION EXPIRES: 20 Apr 17th 2016

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
< NAME OF CONTRACTING AGENCY >**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Ricardo Trivick	2976 S. Superior Milwaukee, WI 53207

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: telcom & DATA  
 Signature of Affiant: [Signature] Title: SYSTEMS MANAGER  
 Printed Name of Affiant: Stephen Nelson Date: 4-20-12

Subscribed and sworn before me this 20 day of Apr, 2012

My Commission expires:

Jan 17th 2016

[Signature]  
(Witnessed or attested by)

(Seal)



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** TELCOM & DATA, INC.  
**Trade Name:**  
**Address:** 2625 S GREELEY ST STE 200  
MILWAUKEE, WI 53207  
**Certificate Number:** 1725437  
**Effective Date:** June 22, 2012  
**Date of Issuance:** June 25, 2012

**For Office Use Only:**  
20120625161433955

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Ricardo Trinidad	Name:
Home Address: 2976 S. Superior Milwaukee, WI 53207	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 20 day of April, 2012

(Notary Public)

My Commission expires: Jan 17th 2016

  
(Affiant)

Tina Moeller Branch Manager  
(Print name & title of affiant)

(Corporate Seal)



United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS



**CERTIFICATE OF AUTHORITY or REGISTRATION**

Issued to

**TELCOM & DATA, INC.**

an organization formed under the laws of **Illinois**,

authorizing the organization to transact business in this state, effective **February 4, 2011**,

as a

- Foreign limited liability partnership, under sec. 178.45, Wis. Stats.
- Foreign limited partnership, under sec. 179.82, Wis. Stats
- Foreign corporation, under sec. 180.1503, 180.1504, 181.1503 or 181.1504, Wis. Stats.
- Foreign limited liability company, under sec. 183.1004 or 183.1006, Wis. Stats.

Date of Issue: **February 11, 2011.**

A handwritten signature in black ink, appearing to read "Ray Allen".

**RAY ALLEN, Deputy Secretary  
Department of Financial Institutions**



See reverse for more information

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

City Clerk File No. Res: 12-673

Agenda No. 10.N

Approved: SEP 12 2012

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BAYWAY LUMBER FOR FURNISHING AND DELIVERING LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / BUILDINGS AND STREET MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 10-522, approved on August 04, 2010, awarded a contract in the amount of \$198,281.46 to Bayway Lumber for furnishing and delivering lumber and assorted materials for the City of Jersey City (City), Department of Public Works / Buildings and Street Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; and

**WHEREAS**, Resolution No. 11-548, approved on August 10, 2011, exercised the first option to renew the contract for the amount of \$205,419.59; 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 **August 7, 2012 and ending on August 8, 2013**; and

**WHEREAS**, the total cost of the contract renewal is **\$208,500.88**; and

**WHEREAS**, funds in the amount of \$20,000.00 are available in **Buildings and Street Maintenance Operating Account No. 12-01-201-26-291-211**.

**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 Bayway Lumber for furnishing and delivering lumber and assorted materials for the City of Jersey City (City), Department of Public Works / Buildings and Street Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of August 7, 2012, and the total cost of the contract shall not exceed **\$208,500.88**;
- 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 2012 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 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 BAYWAY LUMBER FOR FURNISHING AND DELIVERING LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS / BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in **Buildings and Street Maintenance Operating Account No. 12-01-201-26-291-211** for payment of the above resolution.

Requisition # 0159222

Purchase Order # 107572

Temp. Encumbrancy \$20,000.00

RWH/sb  
August 20, 2012

APPROVED: Rodney Hadley 8/20/11 APPROVED AS TO LEGAL FORM  
*Rodney W. Hadley, Director, Department of Public Works*

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

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

Resolution authorizing the renewal of a contract with Bayway Lumber for furnishing and delivering lumber and assorted materials for the Department of Public Works, Division of Buildings and Street 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 Street Maintenance.

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

Furnishing and delivering lumber and assorted materials.

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

Resolution authorizing the renewal of a contract with Bayway Lumber for furnishing and delivering lumber and assorted materials for the Department of Public Works, Division of Buildings and Street Maintenance

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

Furnishing and delivering lumber and assorted materials for the City of Jersey City / Department of Public Works.

**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 contract renewal is two hundred and eight thousand, five hundred dollars and eighty eight cents (\$208,500.88).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

August 8, 2013.

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

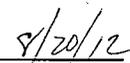
John McGrath, Director, Division of Buildings and Street Maintenance, Department of Public Works.

**10. Additional comments:**

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

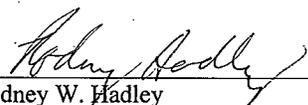
  
\_\_\_\_\_  
Date

**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. Resolution authorizing the renewal of a contract with Bayway Lumber for furnishing and delivering lumber and assorted materials for the Department of Public Works, Division of Buildings and Street Maintenance.
3. The total funds requested for this purpose is \$208,500.88 with a temporary encumbrancy of \$20,000.00.
4. The funds are available in **Buildings and Street Operating Account No. 01-201-26-291-211.**
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: 8/20/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

September 4, 2012

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

**RE: Contract Renewal (Lumber and Assorted Materials)**

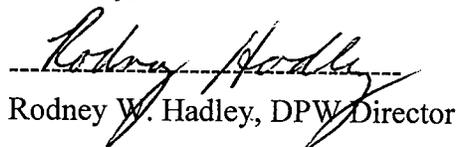
Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. Resolution No. 10-522, approved on August 04, 2010, awarded a contract in the amount of \$198,281.46 to Bayway Lumber for furnishing and delivering lumber and assorted materials for the City of Jersey City, Department of Public Works / Buildings and Street Maintenance. 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 prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

Resolution No. 11-548, approved on August 10, 2011, exercised the first option to renew the contract for the amount of \$205,419.59. The contractor has been performing the services in an effective and efficient manner. The City desires to exercise the final option and renew the contract for an additional one-year period effective as of **August 7, 2012 and ending on August 8, 2013.** The total cost of the contract renewal is **\$208,500.88.** The funds are available for this expenditure in **Buildings and Street Maintenance Operating Account No. 12-01-201-26-291-211.** for payment.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Sincerely,

  
Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

## Silendra Bajnauth

---

**From:** Silendra Bajnauth  
**Sent:** Thursday, July 26, 2012 2:13 PM  
**To:** 'Robert Dattilo'  
**Cc:** John McGrath; Rodney Hadley; Zakia Gregory  
**Subject:** RE: FW: Contract Renewal for Lumber  
**Attachments:** Updated EEO-AA forms.pdf

Tracking:	Recipient	Read
	'Robert Dattilo'	
	John McGrath	
	Rodney Hadley	Read: 7/26/2012 2:13 PM
	Zakia Gregory	Read: 7/27/2012 1:22 PM

Hi Robert,  
How are you?

The current contract that Bayway Lumber has with the City of Jersey City is due to expire on August 06, 2012. However, there is an option to exercise for a contract renewal for an additional year effective as of August 05, 2012 and expire on August 06, 2013. The current contract amount is \$205,419.59. There will be a CPI increase of 1.5% which is \$3,081.29 for a new contract amount of \$208,500.88.

If you accept the terms and conditions for the renewal, please send me an email? Also, please see attached and you must fill out these documents. Once completed, you can email the forms as well. I would like to have these forms back and your acceptance email or letter as soon as possible.

Thanks and have a great day.

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

[bajnauths@jcnj.org](mailto:bajnauths@jcnj.org)  
T : ( 201)547-4405  
F : ( 201)547-5264

**From:** Robert Dattilo [<mailto:r.dattilo@baywaylumber.com>]  
**Sent:** Wednesday, July 27, 2011 3:58 PM  
**To:** Silendra Bajnauth  
**Subject:** Re: FW: Contract Renewal for Lumber

Dear Silendra,

I have received your paper work for an extension of the contract that we have with The City of Jersey City for furnishing lumber and assorted materials for an additional year of August 5,2011 until August 4,2012. We do agree to the terms and your percentage of increase. As you have already acknowledged you have received all of the paper work needed from me except this letter of acceptance.  
Please accept this as my letter of acceptance.

Any questions please do not hesitate to call.

## Silendra Baijnauth

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**From:** Robert Dattilo [r.dattilo@baywaylumber.com]  
**Sent:** Wednesday, August 15, 2012 12:19 PM  
**To:** Silendra Baijnauth  
**Subject:** Re: FW: Contract Renewal for Lumber

i am sending salesman to you tomorrow with all of the forms filled out.

thank you

On Mon, Jul 30, 2012 at 4:51 PM, Robert Dattilo <r.dattilo@baywaylumber.com> wrote:  
Hi Silendra,

I got your e mail I will work on it tomorrow . I have not had a chance to look over the numbers.

Thank You,  
Robert

On Thu, Jul 26, 2012 at 2:12 PM, Silendra Baijnauth <BaijnauthS@jcnj.org> wrote:

Hi Robert,

How are you?

The current contract that Bayway Lumber has with the City of Jersey City is due to expire on August 06, 2012. However, there is an option to exercise for a contract renewal for an additional year effective as of August 05, 2012 and expire on August 06, 2013. The current contract amount is \$205,419.59. There will be a CPI increase of 1.5% which is \$3,081.29 for a new contract amount of \$208,500.88.

If you accept the terms and conditions for the renewal, please send me an email? Also, please see attached and you must fill out these documents. Once completed, you can email the forms as well. I would like to have these forms back and your acceptance email or letter as soon as possible.

Thanks and have a great day.

Silendra Baijnauth

Fiscal Officer

City of Jersey City / Department of Public Works

575 Route 440

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

City Clerk File No. Res. 11-548

Agenda No. 10.Z.19

Approved: AUG 10 2011



TITLE: RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BAYWAY LUMBER FOR FURNISHING AND DELIVERING LUMBER AND ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF  
THE FOLLOWING RESOLUTION:

WHEREAS, Resolution No. 10-522, approved on August 04, 2010, awarded a one-year contract in the amount of \$198,281.46 to Bayway Lumber for furnishing and delivering lumber & assorted materials for the City of Jersey City (City), Department of Public Works/Division of Buildings and Street Maintenance; and

WHEREAS, the bid specifications provided the City with the option to renew the contract for two additional one-year periods 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 June 2010 to June 2011; 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 August 05, 2011 and ending August 06, 2012; and

WHEREAS, the total cost of the contract renewal is \$205,419.59; and

WHEREAS, funds in the amount of \$30,000.00 are available in Buildings and Streets Operating Account No. 11-01-201-26-291-211.

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 Bayway Lumber for furnishing and delivering lumber & assorted materials for the Department of Public Works/Division of Buildings and Street Maintenance;
- 2) The renewal contract is for a one-year period effective as of August 05, 2011, and the total cost of the contract shall not exceed \$205,419.59;
- 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)

City Clerk File No. Res. 11-548

Agenda No. 10.2.19 AUG 10 2011

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH BAYWAY LUMBER FOR FURNISHING AND DELIVERING LUMBER & ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Buildings and Streets Operating Account No. 11-01-201-26-291-211 for payment of the above resolution.

Requisition # 0155107

Purchase Order # 103818

Temp. Encumbrance \$30,000.00

RWH/sb  
July 25, 2011

APPROVED: Rodney Heddy 8/2/11 APPROVED AS TO LEGAL FORM  
Rodney W. Heddy, Director, Department of Public Works

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

Certification Required   
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/10/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	/			GAUGHAN	ABSENT			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 Byme  
Robert Byme, City Clerk

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

City Clerk File No. Res. 10-522

Agenda No. 10.Z.6

Approved: AUG - 4 2010

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BAYWAY LUMBER FOR FURNISHING AND DELIVERING LUMBER & ASSORTED MATERIALS TO THE DEPARTMENT OF PUBLIC WORKS/BUILDINGS & STREET MAINTENANCE

### COUNCIL

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

WHEREAS, the Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering Lumber & Related Materials for the Department of Public Works/Buildings & Street Maintenance pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Two (2) Bids, the lowest responsible being that from Bayway Lumber, 400 Ashton Avenue, Linden, New Jersey 07036 in the total bid amount of One Hundred Ninety Eight Thousand, Two Hundred Eighty One Dollars and Forty Six (\$198,281.46) cents and;

WHEREAS, the Director of Purchasing has certified that he considers said bids to be fair and reasonable; and

~~X~~ WHEREAS, the City reserves the option to renew the contract for up to two (2) additional one (1) year terms; and

WHEREAS, the sum of One Hundred Ninety Eight Thousand, Two Hundred Eighty One Dollars and Forty Six (\$198,281.46) cents will be budgeted for the 2011, 2012, 2013 and 2014 Budget Years subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of Ten Thousand (\$10,000.00) Dollars is available in the 2011 temporary budget in Account No. 01-201-26-291-211 Department of Public Works, Buildings & Streets Maintenance; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Department of Public Works/Buildings & Street Maintenance  
Acct. No. 01-201-26-291-211 P.O No. 100594 Amount \$10,000.00

WHEREAS, the remaining contract funds will be made available in the 2011, 2012, 2013 and 2014 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011 temporary and permanent budget; and

WHEREAS, if funds are not available for the contract in the 2011 temporary and permanent budget this award will be null and void; and

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BAYWAY LUMBER FOR FURNISHING AND DELIVERING LUMBER & ASSORTED MATERIALS TO THE DEPARTMENT OF PUBLIC WORKS/BUILDINGS & STREET MAINTENANCE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned company be accepted and that a contract be awarded to said company in the mentioned amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

*J.A.* RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further  
*7/29/10*

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, *Donna Mauer*, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account No. 01-201-26-291-211

Department of Public Works/Building & Street Maintenance  
 Acct. No. 01-201-26-291-211 PO. No. *100594* Amount \$10,000.00

APPROVED by *[Signature]*  
 Peter Folgado, Acting Director, Purchasing

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

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

Certification Required   
 Not Required

APPROVED *5-1-1*  
 8/7/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD		ABSENT	
DONNELLY		✓		FULOP		ABSTAIN		VEGA		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



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** BAYWAY LUMBER INC

**Trade Name:**

**Address:** 400 ASHTON AV  
LINDEN, NJ 07036-1107

**Certificate Number:** 0099754

**Effective Date:** February 05, 1935

**Date of Issuance:** August 20, 2012

**For Office Use Only:**

20120820093952346

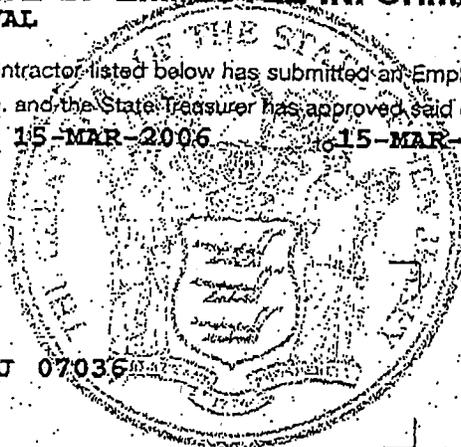
Certification 6904

**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-MAR-2006~~ to ~~15-MAR-2013~~.

BAYWAY LUMBER  
ASHTON AVE.  
INDEN

NJ 07036



*Bradley Abelson*

Acting State Treasurer

**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 Bayway Lumber (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding Aug 16 2012 (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 Bayway Lumber (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: Bayway Lumber

Signed: [Signature] Title: PRES.

Print Name: Robert PATTILLO Date: Aug 16 2012

Subscribed and sworn before me  
this 15 day of AUGUST, 2012.

My Commission expires:  
**LORRAINE C. LIPARI**

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires March 28, 2015

[Signature]

[Signature]  
(Affiant)  
Robert Pattillo  
(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.



## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address: <b>Robert Dattilo</b> 552 Ashwood Rd. Springfield, NJ 07081	Home Address: <b>Jeff Dattilo</b> 456 Birch Pl. Westfield, NJ 07090
Name:	Name:
Home Address:	Home Address: <b>Dennis Dattilo</b> 18 Wildwood Place Colonia, NJ 07067
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 15 day of AUGUST, 2012

(Notary Public)

My Commission expires:

*[Signature]*

(Affiant)

*Robert Dattilo - Pres.*  
(Print name & title of affiant)

(Corporate Seal)

LORRAINE C. LIPARI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 28, 2015

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

City Clerk File No. Res. 12-674

Agenda No. 10.0

Approved: SEP 12 2012

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DUNCAN HARDWARE FOR FURNISHING AND DELIVERING SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 11-642, approved on September 14, 2011, awarded a contract in the amount of \$181,792.00 to Duncan Hardware for furnishing and delivering small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for two additional one-year periods; 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 **September 14, 2012 and ending on September 13, 2013**; and

**WHEREAS**, the total cost of the contract renewal is **\$183,791.71**; and

**WHEREAS**, funds in the amount of \$20,000.00 are available in **Park Maintenance Operating Account No. 12-01-201-28-375-210**.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Duncan Hardware for furnishing and delivering small tools and hardware supplies for the City of Jersey City (City), Department of Public Works / Division of Park Maintenance;
- 2) The renewal contract is for twelve (12) months effective as of September 14, 2012, and the total cost of the contract shall not exceed **\$183,791.71**;
- 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 2012 calendar year permanent budget, shall be subject to the availability and appropriation of sufficient funds in the 2013 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)

City Clerk File No. Res. 12-674

Agenda No. 10.0 SEP 12 2012

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH DUNCAN HARDWARE FOR FURNISHING AND DELIVERING SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Park Maintenance Operating Account No. 12-01-201-28-375-210 for payment of the above resolution.

Requisition # 0159309

Purchase Order # 107570

Temp. Encumbrancy \$20,000.00

RWH/sb  
August 28, 2012

APPROVED: Rodney W. Hatley 8/28/12 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 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

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

Resolution authorizing the renewal of a contract to Duncan Hardware for furnishing and delivering small tools and hardware supplies for the Department of Public Works, Division of Park 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 Park Maintenance.

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

For furnishing and delivering small tools and hardware supplies.

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

5. Resolution authorizing the renewal of a contract to Duncan Hardware for furnishing and delivering small tools and hardware supplies for the Department of Public Works, Division of Park Maintenance.

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

For furnishing and delivering small tools and hardware supplies.

**7. 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 contract renewal is one hundred and eighty three thousand, seven hundred and ninety one dollars and seventy one cents (\$183,791.71).

**8. Date the proposed program, or project will commence:**

Upon adoption by The Jersey City Municipal Council.

**9. Anticipated completion date:**

September 14, 2013.

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

Rodney Hadley, Director, Division of Park Maintenance, Department of Public Works.

**11. Additional comments:**

Resolution proposed at the recommendation of the the Director of Park 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

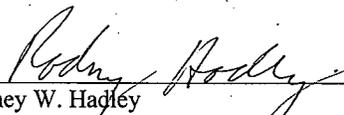
8/28/12  
\_\_\_\_\_  
Date

**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. Resolution authorizing the renewal of a contract to Duncan Hardware for furnishing and delivering small tools and hardware supplies for the Department of Public Works, Division of Park Maintenance.
3. The total funds requested for this purpose is \$183,791.71 with a temporary encumbrancy of \$20,000.00.
4. The funds are available in **Park Maintenance Operating Account No. 01-201-28-375-210.**
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: 8/28/12

  
Rodney W. Hadley  
Director of Department of Public Works

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

September 4, 2012

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

**RE: Contract Renewal (Small Tools and Hardware Supplies)**

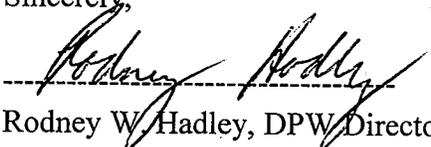
Dear Council President and Members of the Municipal Council:

The purpose of this letter is to explain the above subject matter. Resolution No. 11-642, approved on September 14, 2011, awarded a contract in the amount of \$181,792.00 to Duncan Hardware for furnishing and delivering small tools and hardware supplies for the City of Jersey City, Department of Public Works / Division of Park Maintenance. 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 prices being the preceding year's contract prices as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

The contractor has been performing the services in an effective and efficient manner. The City desires to exercise the first option and renew the contract for an additional one-year period effective as of **September 14, 2012 and ending on September 13, 2013**. The total cost of the contract renewal is **\$183,791.71**. The funds are available for this expenditure in **Park Maintenance Operating Account No. 12-01-201-28-375-210** for payment.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact us.

Sincerely,

  
Rodney W. Hadley, DPW Director

Cc: Jack Kelly, Business Administrator

BID PROPOSAL/DOCUMENTS

GRAND TOTAL ITEMS 1 THROUGH 111

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 111. The Supplier shall be paid based on minimum and maximum quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order

INCLUSIVE

ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED AND NINETY-TWO DOLLARS  
In Writing)

\$ 181,792.00  
(In Figures)

This contract will be awarded based upon the grand total price for item 1 through 111. If the Grand total Price is found to have incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

Pursuant to N.J.S.A. 40A: 11-15, the City shall have the option to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. Any price change included as part of a renewal shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the twelve months preceding the most recent quarterly calculation available at the time the contract is renewed. Index rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

## Databases, Tables & Calculators by Subject

FONT SIZE:

Change Output Options: From: 2002 To: 2012 **GO**

include graphs

[More Formatting Options](#)

Data extracted on: August 28, 2012 (8:49:57 AM)

### Consumer Price Index - All Urban Consumers

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002	184.9	186.1	187.0	187.8	187.7	187.8	188.3	189.3	189.5	189.9	190.1	189.6	188.2	186.9	189.5
2003	190.5	191.7	193.0	192.6	192.7	192.8	193.5	194.3	195.0	195.4	195.1	194.9	193.5	192.2	194.7
2004	195.9	196.8	198.6	199.4	199.9	201.1	201.0	201.0	201.2	202.5	202.6	201.9	200.2	198.6	201.7
2005	202.6	203.6	206.0	206.9	206.2	206.2	207.9	208.7	210.8	211.5	210.0	209.0	207.5	205.3	209.7
2006	211.0	211.6	212.8	214.7	215.7	216.7	217.5	218.1	216.3	215.2	214.8	215.2	215.0	213.8	216.2
2007	215.813	216.651	218.334	219.501	220.591	221.579	221.945	221.559	221.436	221.951	223.356	223.425	220.512	218.745	222.279
2008	224.325	225.213	226.926	228.133	230.089	232.649	234.545	233.788	232.841	230.837	227.236	225.091	229.306	227.889	230.723
2009	225.436	226.754	227.309	227.840	228.136	229.930	230.154	230.883	231.200	231.304	231.708	231.462	229.343	227.568	231.119
2010	232.294	232.382	233.188	233.615	234.130	233.834	233.885	234.150	234.027	234.671	235.094	235.141	233.868	233.241	234.495
2011	235.969	237.110	239.074	240.267	241.566	241.690	242.282	243.033	243.323	243.014	242.652	241.987	240.997	239.279	242.715
2012	242.879	243.850	245.125	245.850	245.709	245.201	244.984							244.769	

### 12-Month Percent Change

Series Id: CUUR0100SA0  
 Not Seasonally Adjusted  
 Area: Northeast urban  
 Item: All items  
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2002	1.5	1.8	1.8	2.0	1.7	1.3	1.8	2.3	2.4	2.6	2.8	2.9	2.1	1.7	2.5
2003	3.0	3.0	3.2	2.6	2.7	2.7	2.8	2.6	2.9	2.9	2.6	2.8	2.8	2.8	2.7
2004	2.8	2.7	2.9	3.5	3.7	4.3	3.9	3.4	3.2	3.6	3.8	3.6	3.5	3.3	3.6
2005	3.4	3.5	3.7	3.8	3.2	2.5	3.4	3.8	4.8	4.4	3.7	3.5	3.6	3.4	4.0
2006	4.1	3.9	3.3	3.8	4.6	5.1	4.6	4.5	2.6	1.7	2.3	3.0	3.6	4.1	3.1
2007	2.3	2.4	2.6	2.2	2.3	2.3	2.0	1.6	2.4	3.1	4.0	3.8	2.6	2.3	2.8
2008	3.9	4.0	3.9	3.9	4.3	5.0	5.7	5.5	5.2	4.0	1.7	0.7	4.0	4.2	3.8
2009	0.5	0.7	0.2	-0.1	-0.8	-1.2	-1.9	-1.2	-0.7	0.2	2.0	2.8	0.0	-0.1	0.2
2010	3.0	2.5	2.6	2.5	2.6	1.7	1.6	1.4	1.2	1.5	1.5	1.6	2.0	2.5	1.5
2011	1.6	2.0	2.5	2.8	3.2	3.4	3.6	3.8	4.0	3.6	3.2	2.9	3.0	2.6	3.5
2012	2.9	2.8	2.5	2.3	1.7	1.5	1.1							2.3	

**TOOLS**

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[Inspector General \(OIG\)](#)  
[Budget and Performance](#)

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

City Clerk File No. Res. 11-642

Agenda No. 10.K

Approved: SEP 14 2011

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN  
HARDWARE INC., FOR FURNISHING AND DELIVERING SMALL TOOLS AND  
HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF  
PARK MAINTENANCE**

**COUNCIL**

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

WHEREAS, the City's Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering Small Tools and Hardware Supplies for the Department of Public Works/Division of Park Maintenance; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received One (1) Bid, the sole bid being that from Duncan Hardware Inc., 776 Westside Avenue, Jersey City, NJ 07306 in the total bid amount of One Hundred Eighty One Thousand, Seven Hundred and Ninety Two Dollars (\$181,792.00); and

WHEREAS, the City's Purchasing Director has certified that he considers said bid to be fair and reasonable; and

WHEREAS, the contract shall be for one (1) year and the City shall have an option to renew for Two (2) additional one year terms; and

WHEREAS, the sum of One Hundred Eighty One Thousand, Seven Hundred and Ninety Two Dollars (\$181,792.00); will be budgeted for the 2011, 2012, 2013 and 2014 Budget Years subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of Twenty Thousand (\$20,000.00) Dollars is available in the 2011 temporary budget in Account No.01-201-28-375-210; and

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

**Dept. of Public Works/Division of Park Maintenance**

Acct. No.	P.O. No.	Amount
01-201-28-375-210	104189	Temp. Encumbrance \$20,000.00
		Total Contract \$181,792.00

WHEREAS, the remaining contract funds will be made available in the 2011 and 2012, 2013 and 2014 temporary and permanent budget; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2011, 2012, 2013 and 2014 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2011 temporary and permanent budgets, the contract will be null and void; and

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN HARDWARE INC., FOR FURNISHING AND DELIVERING SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Duncan Hardware Inc. accepted and that a contract be awarded to said company in the above amount and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-28-375-210.

Dept. of Public Works/Division of Park Maintenance			
Acct. No.	P.O. No.	Temp. Encumbrance	Amount
01-201-28-375-210	104189		\$20,000.00
		Total Contract	\$181,792.00

Approved by Peter Folgado, Director of Purchasing

Approved by Rodney Hadley, Director of Department of Public Works

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

APPROVED AS TO LEGAL FORM  
[Signature]  
 Asst. Corporation Counsel

Certification Required   
 Not Required   
 APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/14/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	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

BID PROPOSAL/DOCUMENTS

SMALL TOOLS AND HARDWARE SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

This contract will be awarded as an open-end contract. The minimum and the maximum number of quantities for each item or as stated below. Vendor will bid on the maximum number quantity.

Item #	Quantity	DESCRIPTION	Unit Amount	Extended Amount
1.	0-12 Each.	DIE - CUT High Speed Blades FELKER # DCH -350-S-582213 or Approved Equal	\$ 348 <sup>00</sup>	\$ 4176 <sup>00</sup>
2.	0-64 Doz	LEATHER PALM GLOVES- Gauntlet-pattern -size SEAL GLOVES# S29GKE or Approved Equal	\$39.50	\$ 2528 <sup>00</sup>
3.	0-48 Each	AMERICAN PAD LOCKS KEYED ALIKE # H-11 or approved equal (key # to be furnished)	\$19.40	\$ 931.20
4.	0-36 Each	AMERICAN PADLOCKS-Keyed differently # H 11 or approved equal. Key #188	\$18.97	\$682.92
5.	0-150 Each	100 LB. DRUM CALCIUM CHLORIDE PELLETS, 97 % CALCIUM CHLORIDE -WILL ACCEPT NO SUBSTITUTIONS.	\$43.00	\$6450 <sup>00</sup>
6.	0-6 Cases	STIHL 2 CYCLE OIL MIX PINTS 48 PER CAS OR APPROVED EQUAL	\$73.00	\$438 <sup>00</sup>
7.	0-6 Cases	HOMELITE BAR & CHAIN OIL MIX Qts 12 per/case or approved equal	\$43.00	\$258 <sup>00</sup>
8.	0-24 Each	RUBBER MAID BIG WHEEL TIL T'NROLL CART W/LID,50 GAL. SIZE, W/8 RUBBER WHEELS # 3559 or approved equal.	\$90.80	\$2179.20
9.	0-6 Cases	DISPOSABLE FACE MASKS 600/CS, 3M # 8500 or approved equal	\$66 <sup>00</sup>	\$396 <sup>00</sup>
10.	0-12 Each	SAFETY CANS poly-type # 1 EAGLE #1543, Color- red,5-gal or approved equal	\$28 <sup>00</sup>	\$336 <sup>00</sup>
11.	0-12 Each	GREEN MACHINE TRIMMERS MODEL #4000J QUAD BLADE AND J-bar handle -40.5 gas 40.6cc Mitsubishi engine/6 "string head with 105" line, blade mounting hardware Included for correct installation of accessory blades or approved equal	\$ 469 <sup>00</sup>	\$ 5628 <sup>00</sup>

Sub 24,003.32

12	0-12 EACH	GREEN MACHINE HEDGE TRIMMERS, MODEL # 2600h, 30" SINGLE SIDED DLB RECIPROCATING BLADE, GAS 26.1CC Mitsubishi engine/30" blade cut up to 1" in diameter or approved equal	\$ 458 <sup>00</sup>	\$ 5496 <sup>00</sup>
13.	0-24 BUNDLES	PROFESSIONAL OAK WOODEN TREE STAKES, 8FT. # 2-629 -12 PER BUNDLE OR APPROVED EQUAL.	\$ 76 <sup>00</sup>	\$ 1824 <sup>00</sup>
14.	0-3 EACH	INDUSTRIAL 160 PR. TOOL SET # SK 3 86031-1 OR APPROVED EQUAL	\$ 840 <sup>00</sup>	\$ 2520 <sup>00</sup>
15.	0-3 CASES	HEAVY DUTY MASONRY TWINE, 24 ROLLS PER CASE, 50" LENGTH OR APPROVED EQUAL.	\$ 48 <sup>00</sup>	\$ 144 <sup>00</sup>
16.	0-4 CASES	TREE PAINT, SNAP CUT # 790105, AEROSOL CANS OR APPROVED EQUAL	\$ 32 <sup>00</sup>	\$ 128 <sup>00</sup>
17.	0-24 ROLLS	TREE TIES, ½ INCH X 100 FT. LONG OR APPROVED EQUAL	\$ 18 <sup>00</sup>	\$ 432 <sup>00</sup>
18.	0-3 EACH	HEAVY DUTY S-HOOKS LINK MASTER-H.K. PORTER # 0390 MLN OR APPROVED EQUAL	\$ 146 <sup>00</sup>	\$ 438 <sup>00</sup>
19.	0-2 EACH	CENTER CUT BOLT CUTTERS, H.K. PORTER # 0390MC OR APPROVED EQUAL	\$ 128 <sup>00</sup>	\$ 256 <sup>00</sup>
20.	0-6 EACH	STRIPE MARKER (Superstriper) w/windscreen & STRIPER MFD by Fox Valley or approved equal	\$ 80 <sup>00</sup>	\$ 480 <sup>00</sup>
21.	0-6 EACH	COMPRESSION STRAYERS, GALVANIZED, TANK SIZE-3 GAL. ROOT-LOWELL; # 1997 or approved equal	\$ 37 <sup>00</sup>	\$ 222 <sup>00</sup>
22.	0-2 ROLLS	½ " X 600' safety climbing rope or approved equal	\$ 480 <sup>00</sup>	\$ 960 <sup>00</sup>
23.	0-3 SETS	ALLEN WRENCH SETS -9 SQUARE DRIVE SOCKET BITS HOLO- KROMEL # 870 or approved equal	\$ 35 <sup>00</sup>	\$ 105 <sup>00</sup>
24.	0-3 SETS	ARMSTRONG MECHANIC WRENCH SET # 25-643 W/ vinyl roll 14 pc size 3/8" to 1 1/8", 12 pt long pattern or approval equal	\$ 289 <sup>00</sup>	\$ 867 <sup>00</sup>
25.	0-6 EACH	AMERICAN TOOL VISE GRIP #10-CR Locking Pliers, curved jaws 10" length- 1 7/8" Adj. Jaw or Approved equal.	\$ 10 <sup>80</sup>	\$ 648 <sup>00</sup>

Sul

13,936.80

26.	0-6 EACH	PROFESSIONAL POWER LOCK RULER-1 "WIDE BLADE -30" LENGTH, STANLEY # 33-430 or approved equal.	\$ 11. <u>50</u>	\$ 69. <u>00</u>
27.	0-6 EACH	HI -VIZ LINER FIBER GLASS MEASURING TAPE-100" X 1/2" #706D or approved equal	\$ 16. <u>40</u>	\$ 98. <u>40</u>
28.	0-12 EACH	PROFESSIONAL WOOD HANDLE HAMMER-16" HANDLE LENGTH, STANLEY # 51-355-Ripping CLAW or approval equal	\$ 13. <u>20</u>	\$ 158. <u>40</u>
29.	0-12 EACH	UTILITY KNIVES -W/6" LENGTH HANDLE-STANLEY # 10-099-99 OR APPROVAL EQUAL	\$ 3. <u>88</u>	\$ 46. <u>56</u>
30.	0-4 EACH	ARROW OUTWARD CLINCH STAPLE GUN # T-500C-85 STAPLES ON .050" wire or approved equal.	\$ 26. <u>00</u>	\$ 104. <u>00</u>
31.	0-1	1/4 MAGNUM DRILL w/reversing trigger control -0-2000 rpm speed 5.5 amp motor -MLK WAUKEE #0124-1 or approved equal	\$	\$ 160. <u>00</u>
32.	0-1	1/2 MAGNUM DRILL W/Power Tight keyless chuck and reversing trigger control- 0-850 rpm speed, 5.5 amp motor-MIL WAUKEE # 0235-1 OR APPROVED EQUAL	\$	\$ 172. <u>00</u>
32A.	0-1	3/8 MAGNUM DRILL w/power tight keyless chuck & reversing trigger control 0-1200 rpm speed, 5.5 amp motor-MIL WAUKEE 30225-1 or approved equal.	\$	\$ 135. <u>00</u>
33.	0-2 SET	MIL WAUKEE 29 PIECE DRILL SET- HIGH SPEED STEEL SIZES 1/16" TO 1/2" X64 THS #48-89-0010 OR APPROVED EQUAL	\$ 42. <u>00</u>	\$ 84. <u>00</u>
34.	0-1	ALUMINUM EXTENSION LADDER -2 section WERNER SERIES D 1100- # D1124-2x-3FT. OVERLAP-24" LENGTH or approved equal	\$	\$ 162. <u>00</u>
35.	0-3 EACH	GOSPORT POLY TARPS SIZE-12'X16' COLOR-BLUE 8/10 mil thickness- rustproof grommets every 3 feet or approval equal	\$ 7. <u>00</u>	\$ 21. <u>00</u>
35A.	0-3 EACH	GROSPORT POLY TARPS -SIZE 20 ft x 30 ft color - blue 8/10 mil thickness-rustproof grommets every 3 ft. or Approved Equal	\$ 19. <u>00</u>	\$ 57. <u>00</u>
35B.	0-3 EACH	GOSPORT POLY TAPS -Size 10ftx12ft, blue, 8/10 mil thickness w rustproof grommets every 3 ft or approval equal	\$ 4. <u>40</u>	\$ 13. <u>20</u>

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35C.	0-3 EACH	GOSPORT POLY TARPS SIZE 40'x60', blue, 8/10 mil thickness w/ rustproof grommets every 3 ft or APPROVED EQUAL	\$ 76. <sup>00</sup>	\$ 213. <sup>00</sup>
36.	0-2 CASES	MOLDED RUBBER STRAPS - 45 " LENGTH - KEEPER #06245 OR APPROVED EQUAL	\$ 62. <sup>00</sup>	\$ 124. <sup>00</sup>
37	0-36 EACH	GILMORE HEAVY DUTY RUBBER HOSES, 50'X3/4 " # 16-34050 -3/4 inch ID or approved equal	\$ 28. <sup>00</sup>	\$ 1008. <sup>00</sup>
38.	0-36 EACH	HOSE NOZZLES - HEAVY DUTY-SHERMAN # LN 528C-solid metal w/ rust proof brass valve/plastic casting or approved equal	\$ 3. <sup>96</sup>	\$ 142. <sup>56</sup>
39.	0-2 EACH	PISTOL GRIP GREASE GUN-Lowell #1133 or approved equal	\$ 11. <sup>90</sup>	\$ 23. <sup>80</sup>
40	0-6 EACH	Compact Knives 2 5/8" blade length, KLEIN # 44034 or approved Equal	\$ 44. <sup>00</sup>	\$ 264. <sup>00</sup>
41.	0-1	REVERSIBLE IMPACT WRENCH 3/4" BOLT CAP.-Chicago Pneumatic # CP 6060 OR approved equal	\$	\$ 1080. <sup>00</sup>
42.	0-1 CASE	PLEWS PLASTIC FUNNELS # 75-062, 1 pint capacity/20 per case or approved equal	\$	\$ 29. <sup>00</sup>
43.	0-6 EACH	metal type 1 safety cans -2 gallon, EAGLE# UI-20-S or approved equal	\$ 34. <sup>50</sup>	\$ 207. <sup>00</sup>
44.	0-12 EACH	REFLECTIVE CONE COLLARS SERVICE AND MATERIALS #101355 or approval equal	\$ 9. <sup>80</sup>	\$ 117. <sup>60</sup>
45.	0-24 EACH	SAFETY TAPE SERIES - "CAUTION " UNITED # UT-600, 100FT. LENGTH OR approval equal	\$ 6. <sup>80</sup>	\$ 163. <sup>20</sup>
46.	0-12 EACH	keyed deadbolt locks, SCHLAGE # B460 CV 626-Satin Chrome finish or approved equal	\$ 29. <sup>00</sup>	\$ 348. <sup>00</sup>
47.	0-12 EACH	KEYED STORAGE LOCKS # SCHLAGE # A80csv-ORB-626-SATIN CHROME FINISH or approved equal	\$ 79. <sup>00</sup>	\$ 948. <sup>00</sup>
48.	0-24 EACH	SAFETY HASPS, SIZE 4 1/2 "NATIONAL #V-30 V PAC or approved equal	\$ 2. <sup>76</sup>	\$ 66. <sup>24</sup>
48A.	0-24 EACH	SAFETY HASPS, SIZE 6" NATIONAL #VPAC or approved equal	\$ 3. <sup>80</sup>	\$ 91. <sup>20</sup>
48B.	0-24 EACH	SAFETY HASPS, SIZE 7" NATIONAL or approved equal	\$ 9. <sup>75</sup>	\$ 234. <sup>00</sup>

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48C.	0-24 EACH	SAFETY HASPS, SIZE 3/4" NATIONAL V-30 V-PAC or approved equal	\$ 1.75	\$ 42.00
49.	0-24 EACH	INDUSTRIAL GRADE PADLOCK MASTER LOCK # 9411-D2 1/8" STEEL CASE or approved equal	\$ 18.20	\$ 436.80
50.	0-24 EACH	STANLEY # 850 EXTRA HEAVY WROUGHT FULL SURFACE STEEL HINGES, 3"x3" or approved equal	\$ 4.88	\$ 117.12
51.	0-24 EACH	HEAVY DUT HAND TRUCK-HARPER SERIES, 30-# 3017-Continuous handle 600lb capacity OR APPROVED EQUAL	\$ 74.50	\$ 1788.00
52.	0-2 EACH	JET P.T. SERIES-HYDRAULIC HAND PALLET TRUCK # PT 2742A-5000LB. Cap. Return D handle touch control neutral level or approved equal	\$ 440.00	\$ 880.00
53.	0-6 EACH	WHEELS-SEMI PNEUMATIC WESCO # 052862-10" DIAMETER WITH 2.75" WIDTH-BALL BEARING or approved equal	\$ 29.00	\$ 174.00
54.	0-12 EACH	LOADER HUGGER, 2" TYPE B NYLON LIFT ALL SERIER 10, 000 # 61002-30FT. WEB or approved equal	\$ 26.90	\$ 322.80
55.	0-24 ROLL	DUCT TAPE-WATERPROOF POLY UNITED #UT-100 INDUSTRIAL grade or approved equal.	\$ 4.70	\$ 112.80
56.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS SIZE 1/8" FFC-450 type 1 CM# M244 OR APPROVED EQUAL	\$ .75	\$ 18.00
56A.	0-24 EACH	BIG ORANGE DROP FORGED WIRED ROPE CLIPS SIZE -1/4" CM# M246-450 TYPE 1 or approved equal	\$ .76	\$ 18.24
56B.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS, SIZE 58 "FFC 450 TYPE 1-CM# M251 or approved equal	\$ .95	\$ 22.80
56C.	0-24 EACH	BIG ORANGE DROP FORGED WIRE ROPE CLIPS-SIZE 3/4" TYPE 1- CM#M252 FFC-450 or approved equal	\$ 1.50	\$ 36.00
56D.	0-24 EACH	EACH ORANGE DROP FORGED WIRE ROPE CLIP -SIZE 1" FFC-450 TYPE 1-CM # 245 or approved equal	\$ 2.50	\$ 60.00
57.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9609-1 5/8" QA size or approved equal.	\$	\$ 11.00

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57A.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL #389-9618-3/4" QA size or approved equal	\$	\$ 9 <sup>00</sup>
57B.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9642 - 3 3/4" QA size or approved equal	\$	\$ 9 <sup>80</sup>
57C.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL# 389-9654-3 5/16"QA size or approved equal	\$	\$ 8.40
57D.	0-1 CARTON	HITCH PIN CLIP-CAMPBELL # 389-9666-2 9/16" QA size or approved eq.	\$	\$ 11. <sup>00</sup>
57E.	0-1 CARTON	HITCH PIN CLIPS-CAMPBELL # 389-9678-4" QA size or approved equal	\$	\$ 12. <sup>40</sup>
58.	0-24 EACH	ELECTRICAL OUTDOOR EXTENSION CORD - HEAVY DUTY 100FT. LENGTH, PACIFIC # C2316-100 GR-3 CONDUCTOR or approved equal	\$ 29. <sup>00</sup>	\$ 696. <sup>00</sup>
59.	0-12 EACH	STANDARD FLASHING LIGHTS -6 Cell MAG-LITE # S6C016 or approved equal	\$ 25. <sup>25</sup>	\$ 303. <sup>00</sup>
60.	0-6 EACH	SAFETY APPROVED LANTERN-6 VOLT BRIGHT-STAR # 2206 OR APPROVED EQUAL	\$ 12. <sup>70</sup>	\$ 76. <sup>20</sup>
61.	0-3 EACH	KLEIN TREE TRIMMER BELTS, #87293, LARGE, OR APPROVED EQUAL	\$ 154. <sup>00</sup>	\$ 462. <sup>00</sup>
62.	0-12	GRAND 70 -BINDING CHAIN 1/4-CM# 678522-400ft. Or Approved Equal	\$ 540. <sup>00</sup>	\$ 6480. <sup>00</sup>
62A.	0-12	GRAND 70- BINDING CHAIN 5/16-CM#678522-275 FT. Or Approved Equal.	\$ 432. <sup>00</sup>	\$ 5184. <sup>00</sup>
62B.	0-12	GRAND 70-BINDING CHAIN 3/8-CM#678523-200FT OR APPROVED EQUAL	\$ 418. <sup>00</sup>	\$ 5016. <sup>00</sup>
62C.	0-12	GRADE 70 BINDING CHAIN 1/2 -CM# 678525-200FT OR APPROVED EQUAL	\$ 825. <sup>00</sup>	\$ 9900. <sup>00</sup>
63.	0-1 BOX	OPEN ROUND EYE SNAPS,1/4"X2 5/8 LENGTH -HOLDFAST (COVER) # 7601401 OR APPROVED EQUAL	\$	\$ 28. <sup>00</sup>
63A.	0-1 BOX	OPEN ROUND EYE SNAPS 3/8 X 3 5/15 HOLDFAST (COVERT)# 760-4211OR APPROVED EQUAL 10 PER BOX	\$	\$ 29. <sup>00</sup>
63B.	0-1BOX	OPEN ROUND EYE SNAPS 3/8 X 3 1/2 HOLDFAST (COVERT) #760-1421 OR APPROVED EQUAL.10 PER BOX	\$	\$ 32. <sup>00</sup>

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63C.	0-1 BOX	OPEN ROUND EYE SNAPS ½ X 4 1/8" HOLDFAST (COVERT)# 760-1431OR APPROVED EQUAL	\$	\$ 29 <sup>00</sup>
63D.	0-1 BOX	OPEN ROUND EYE SNAPS- ½ X 4 1/8 "HOLDFAST (COVERT) # 760 -144 OR APPROVED EQUAL/10 PER BOX	\$	\$ 33 <sup>00</sup>
63E.	0-1 BOX	OPEN ROUND EYE SNAP ½ X 5 1/8" Length - HOLDFAST (COVERT) #760-1441 OR APPROVED EQUAL . 10 PER COX	\$	\$ 33 <sup>50</sup>
63F.	0-1 BOX	OPEN ROUND EYE SNAP 1 5/8X 5 7/8"LENGTH- HOLDFAST (COVERT) #760-1461 or approved equal. 10 per box	\$	\$ 39 <sup>00</sup>
63G.	0-1BOX	OPEN ROUND EYE SNAPS 3/4 X6 1/4 " Length Hold fast (Covert) # 760-1471	\$	\$ 40 <sup>00</sup>
64.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL # 15 -809 NATURAL OR APPROVED EQUAL. 1,000 PER PACK	\$	\$ 23 <sup>00</sup>
64A,	0-1 PACK	PLAIN HEAD CABLE TIES -IDEAL #15-849 STD NATURAL OR APPROVED EQUAL -1,000 PER PACK	\$	\$ 39 <sup>00</sup>
64B.	0-1 PACK	PLAIN HEAD CABLE TIES-IDEAL #15-829-5.51- NATURAL or APPROVED EQUAL - 1,000 PER PACK	\$	\$ 31 <sup>00</sup>
64C.	0-1 PACK	PLAIN HEAD CABLE TIES -IDEAL # 15-659-11"- L. NATURAL OR APPROVED EQUAL	\$	\$ 23 <sup>50</sup>
65.	0-12 EACH	CHAIN SAW-12"-16"BAR SIZE CS-3400, TOP HANDLE SAW 33.4 CC ENGINE ECHO, # CS- 3400 OR APPROVED EQUAL.	\$ 216 <sup>00</sup>	\$ 2,592 <sup>00</sup>
66.	0-12 EACH	BACKPACK BLOWER-30 CC ENGINE, LIGHTWEIGHT,250 MPH AIR VELOCITY/590 CFM-COVERED MUFFLER AND NOISE ARRESTING FILTER (69dba) Green Machine# 4600BP OR APPROVED EQUAL	\$ 408 <sup>00</sup>	\$ 4,896 <sup>00</sup>
67.	0-4 EACH	ENCORE GEAR DRIVEN MOWER, 48 INCH, 14 H.P., KAWASAKI ENGINE,4.25 GAL FUEL CAPACITY, # 48K200 OR APPROVED EQUAL	\$ 3200 <sup>00</sup>	\$ 12,800 <sup>00</sup>
68.	0-1	ENCORE POWER THATCH, #25T100, #11 GA., 20" OPERATING WIDTH OR APPROVED EQUAL	\$	\$ 1280 <sup>00</sup>
69.	0-2EACH	HONDA GENERATOR # EZ4500S SUPER QUIET, WITH 4500 WATT MAX. OUTPUT, ELECTRIC	\$ 1980 <sup>00</sup>	\$ 3960 <sup>00</sup>

70.	0-12 EACH	"UNION : WOOD CHIPPERS #AX -30-327 OR APPROVED EQUAL	\$ 1740	\$ 20880
71.	0-3 DOZEN	"Union garden Pick Mattock # 30-805 or approved equal.	\$ 220 <sup>00</sup>	\$ 660 <sup>00</sup>
72.	0-24 DOZEN	"UNION "BROOMS, 16 INCH, # 77408 OR APPROVED EQUAL.	\$ 121 <sup>00</sup>	\$ 2904 <sup>00</sup>
73.	0-24 DOZEN	"Union" BROOMS, 24 INCH #77-400 OR APPROVED EQUAL.	\$ 135 <sup>00</sup>	\$ 3240 <sup>00</sup>
74.	0-4 DOZEN	"UNION " Weed Cutter #62-105 OR APPROVED EQUAL	\$ 159 <sup>00</sup>	\$ 636 <sup>00</sup>
75.	0-24 EACH	"Union" Bow Saw # 62 -919 OR APPROVED EQUAL	\$ 745	\$ 17880
76.	0-24 EACH	"UNION " BOW SAW #62-919 OR APPROVED EQUAL.	\$ 745	\$ 17880
77.	0-24 EACH	"UNION ' PRUNING SAW, # 62-922 OR APPROVED EQUAL	\$ 835	\$ 20040
78.	0-12 EACH	'UNION' WHEELBARROW #77-283 OR APPROVED EQUAL	\$ 68 <sup>00</sup>	\$ 816 <sup>00</sup>
79.	0-10 DOZEN	'UNION' CORN BROOMS OR APPROVED EQUAL	\$ 68 <sup>00</sup>	\$ 680 <sup>00</sup>
80.	0-14 DOZEN	'UNION' SCOOP SHOVELS #79-805 or APPROVED EQUAL	\$ 236 <sup>00</sup>	\$ 3304 <sup>00</sup>
81.	0-1 DOZEN	'UNION' AX HANDLES. #90-039 or APPROVED EQUAL	\$	\$ 90 <sup>00</sup>
82.	0-6 EACH	'UNION' POST HOLE DIGGERS, #78-101 OR APPROVED EQUAL	\$ 2450	\$ 14700
83.	0-24 DOZEN	'UNION' BOLT THRU LAWN RAKE #64-582 OR APPROVED EQUAL.	\$ 162 <sup>00</sup>	\$ 3888 <sup>00</sup>
84.	0-10 DOZEN	'UNION' I-BEAM POINT SHOVEL, # 45-870 OR APPROVED EQUAL	\$ 170 <sup>00</sup>	\$ 1700 <sup>00</sup>
85.	0-14 DOZEN	'UNION' DURA-TORQUE POINT SHOVEL, #45-870 OR APPROVED EQUAL	\$ 170 <sup>00</sup>	\$ 2380 <sup>00</sup>
86.	0-6 DOZEN	'UNION 'GARDEN NURSERY SPADE, #46-168 OR APPROVED EQUAL	\$ 265 <sup>00</sup>	\$ 1590 <sup>00</sup>
87.	0-24 EACH	'UNION' TAMPLING BAR, # 30-614 or APPROVED EQUAL	\$ 26 <sup>00</sup>	\$ 624 <sup>00</sup>

88.	0-10 DOZEN	"UNION" BOW HEAD RAKE, #63-10 APPROVED EQUAL	\$ 110 <sup>00</sup>	\$ 1100 <sup>00</sup>
89.	0-6 DOZEN	"UNION" LEVEL HEAD RAKE, #63-110 OR APPROVED EQUAL	\$ 318 <sup>00</sup>	\$ 1908 <sup>00</sup>
90.	0-3 DOZEN	"UNION" GARDEN HOE, # 66-105 OR APPROVED EQUAL	\$ 197 <sup>00</sup>	\$ 591 <sup>00</sup>
91.	0-6 DOZEN	"Union" SCRAPERS, #81-102 OR APPROVED EQUAL	\$ 255 <sup>00</sup>	\$ 1530 <sup>00</sup>
92.	0-3 DOZEN	"UNION" HEDGER SHEARS, #62-420 OR APPROVED EQUAL	\$ 210 <sup>00</sup>	\$ 630 <sup>00</sup>
93.	0-3 DOZEN	"UNION HEDGE PRUNERS, #62-430 or APPROVED EQUAL	\$ 162 <sup>00</sup>	\$ 486 <sup>00</sup>
94.	0-12 DOZEN	"UNION" STEEL BRACED BARN PUSHER, #79-847 OR APPROVED EQUAL	\$ 332 <sup>00</sup>	\$ 3984 <sup>00</sup>
95.	0-48 DOZEN	"UNION" BROOM 6 SCREW HANDLES WITH METAL TIPS # 84-007 OR APPROVED EQUAL	\$ 32 <sup>00</sup>	\$ 1,536 <sup>00</sup>
96.	0-12 EACH	"UNION" corn knife, 15 inch, #62-653 OR APPROVED EQUAL	\$ 12 <sup>88</sup>	\$ 154 <sup>56</sup>
97.	0-3 DOZEN	"UNION" 4 PRONG CULTIVATOR, #68-120 OR APPROVED EQUAL	\$ 169 <sup>00</sup>	\$ 507 <sup>00</sup>
98.	0-5 DOZEN	SELLSTROM SEBRING # 400 EYEWARE OR APPROVED EQUAL	\$ 42 <sup>00</sup>	\$ 210 <sup>00</sup>
99.	0-6 EACH	PPT2400 ECHO Commercial Duty ECHO 23.6CC DUAL Ring Piston Engine. Provides Up To 20 % more power. Power pruners	\$ 560 <sup>00</sup>	\$ 3360 <sup>00</sup>
100.	0-24 EACH	ECHO BRUSH CUTTER SYSTEM WITH STEEL MESH VISOR AND EARMUFFS, Part # 103942230	\$ 28 <sup>00</sup>	\$ 672 <sup>00</sup>
101.	0-2 EACH	ECHO HPP1900 POWER WASHER. (Produces 1,300 psi at 1.85 G.P.M with optional part #999448-00170) or APPROVED EQUAL	\$ 740 <sup>00</sup>	\$ 1480 <sup>00</sup>
102.	0-1 DOZEN	CORONA, 20" BOW SAW, # BS -4010 OR APPROVED EQUAL	\$	\$ 74 <sup>00</sup>
103.	0-2 DOZEN	CORONA, PROFESSIONAL BY PASS PRUNER, # BP6250, OR APPROVED EQUAL	\$ 358 <sup>00</sup>	\$ 716 <sup>00</sup>

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104.	0-2 DOZEN	CORONA, PROFESSIONAL SUPER-DUTY BYPASS LOPPER, WL6490 OR APPROVED EQUAL	\$ 1280 <sup>00</sup>	\$ 2560 <sup>00</sup>
105.	0-2 DOZEN	CORONA, PROFESSIONAL LONG HANDLES HEDGE SHEAR, #HS6930 OR APPROVED EQUAL	\$ 540 <sup>00</sup>	\$ 1080 <sup>00</sup>
106.	0-12 EACH	CORONA, PROFESSIONAL 13FT ARBORIST TREE PRUNING SYSTEM, # TP6880 OR APPROVED EQUAL	\$ 208 <sup>00</sup>	\$ 2496 <sup>00</sup>
107.	0-12 EACH	RED MAX PRO SERIES CHAIN SAWS G310TS	\$ 216 <sup>00</sup>	\$ 2592 <sup>00</sup>
108.	0-12 EACH	RED MAX PRO SERIES BLOWER, EPA CERTIFIED, EB6200	\$ 474 <sup>00</sup>	\$ 5688 <sup>00</sup>
109.	0-12 EACH	RED MAX PRO SERIES WEED WACKER, EPA CERTIFIED BC34406	\$ 438 <sup>00</sup>	\$ 5256 <sup>00</sup>
110.	0-3 DOZEN	70-219 FORGER SOUTHERN MEADOW BEVELED BLADE, 7"X3 1/2"	\$ 120 <sup>00</sup>	\$ 360 <sup>00</sup>
111	0-400 CASES	FOX VALLEY FIELD MARKING PAINT	\$ 42 <sup>50</sup>	\$ 17,000 <sup>00</sup>

Sub. 37,032<sup>00</sup>

NOTE: This contract will be awarded as an open - end contract. The minimum and maximum number of quantities for each item or as stated. If zero is the minimum, the City is not obligated to order and quantities of that item during the contract term. If a specific number is stated for a minimum, than the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract terms until the maximum quantity is reached.



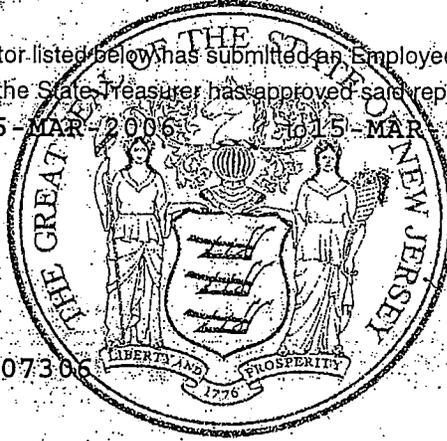
## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** DUNCAN HARDWARE, INC.  
**Trade Name:** DUNCAN TRU-VALUE HARDWARE  
**Address:** 776 WEST SIDE AVE  
JERSEY CITY, NJ 07306-6602  
**Certificate Number:** 0062510  
**Effective Date:** September 16, 1949  
**Date of Issuance:** July 30, 2012

**For Office Use Only:**  
20120730154436809

# 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-MAR-2006 to 15-MAR-2013



DUNCAN HARDWARE INC.  
776 WEST SIDE AVENUE  
JERSEY CITY NJ 07306



A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be "D. A. R." followed by a long horizontal stroke.

State Treasurer

**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 DUNCAN HARDWARE INC (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 DUNCAN HARDWARE 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: DUNCAN HARDWARE INC

Signed Ronald S Eberle Title: PRESIDENT

Print Name: RONALD S. EBERLE Date: 8/8/12

Subscribed and sworn before me  
this 13 day of August, 2012  
My Commission expires:

Ronald S Eberle  
(Affiant)  
\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)

[Signature]  
LURDES M ANASTACIO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAR..31, 2016  
I.D.#2406817

**\*\*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.**





STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:



I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:



Partnership



Corporation



Sole Proprietorship



Limited Partnership



Limited Liability Corporation



Limited Liability Partnership



Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: RONALD S. EBERLE	Name:
Home Address: 2 WEXFORD COURT WARREN, N.J. 07059	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 13 day of August, 2012

(Notary Public)

My Commission expires:

*[Signature]*

LURDES M ANASTACIO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 31, 2016  
I.D.#2406817

*[Signature]*

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
<NAME OF CONTRACTING AGENCY>

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Friends of Peter Brennan Election Fund	Gaughan Election Fund
Friends of Kalimah H. Ahmad	The Election Fund of Steven Fulop
Election Fund of Radames Velazquez Jr.	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
EFO David P. Donnelly J.C. Council 2010	Healy for Mayor 2013
Friends of Nidia R. Lopez	

**Part II – Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership     
  Corporation     
  Sole Proprietorship     
  Subchapter S Corporation  
 Limited Partnership     
  Limited Liability Corporation     
  Limited Liability Partnership

Name of Stock or Shareholder	Home Address
RONALD S. EBEL	2 WEXFORD G. WARREN, N.J. 07059

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signature of Affiant: [Signature] Title: \_\_\_\_\_

Printed Name of Affiant: [Signature] Date: \_\_\_\_\_

Subscribed and sworn before me this 13 day of

August, 2012

My Commission expires:

[Signature]  
(Witnessed or attested by)

(Seal)

LURDES M ANASTACIO  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES MAR. 31, 2016  
I.D.#2406817

**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

SIGNATURE:                     *Ronald Ebel*                    

TITLE:                     *PRESIDENT*                    

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY \_\_\_\_\_ OF 20 \_\_\_\_\_

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES: 20 .

**(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).**

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

City Clerk File No. Res. 12-675  
Agenda No. 10.P  
Approved: SEP 12 2012  
TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MOTOROLA, FOR THE DELIVERY AND SUPPLY OF RADIO COMMUNICATIONS EQUIPMENT AND ACCESSORIES FOR BISHOP STREET UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE/HEADQUARTERS**

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

**WHEREAS**, there exists a need for **Radio Communications Equipment and Accessories** for the **Department of Fire Headquarters**; and

**WHEREAS**, pursuant to the Local Public Law, N.J.S.A. 40A:11-12 and allowing municipalities to use State Contracts; and

**WHEREAS**, **Motorola**, 5 Paragon Drive, Ste 200, Montvale, NJ 07645 being in possession of **State Contract A53804**, will deliver and Supply Radio Communication Equipment and Accessories in the total amount of **Fifty three thousand, three hundred fifty three (\$53,353.60) dollars and sixty cents**; and

**WHEREAS**, these funds are available in the Public Safety/Signal & Communication Equipment Operating Account shown below

Acct No.	P.O #	State Contract	Amount
01-201-25-265-405	106442	A53804	\$53,353.60

**WHEREAS**, the City's Director of Purchasing has certified that he considers the amount to be fair and reasonable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Motorola**, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq.; and be it further

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO MOTOROLA., FOR THE DELIVERY AND SUPPLY OF RADIO COMMUNICATIONS EQUIPMENT AND ACCESSORIES FOR BISHOP STREET UNDER STATE CONTRACT FOR THE DEPARTMENT OF FIRE HEADQUARTERS**

**RESOLVED**, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.; and be it further

**RESOLVED**, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in Account 01-201-25-265-405.

<b>Account No.</b>	<b>P.O #</b>	<b>State Contract</b>	<b>Amount</b>
01-201-25-265-405	106442	A53804	\$53,353.60

Approved by Peter Folgado, Director of Purchasing, RPPO, QPA

PF/pv  
4/30/12

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

AMENDMENT # 53
T-0109

SOLICITATION #02-x-32903

Date: January 19, 2012
To: All Using Agencies and Cooperative Purchasing Participants
From: James Ballard, Purchase Bureau
Subject: Radio Communication Equipment and Accessories
Contract Period: January 01, 2003 to January 31, 2012
16th Extended Period: February 1, 2012 to January 31, 2013

The term contract for Radio Communication Equipment and Accessories is hereby extended for a period of up to one year (1yr), or until such time as a new term contract may be awarded under Solicitation #13-x-22183, This new contract extension expiration date is January 31, 2013. The vendors and vendor contracts listed below have agreed to extend as per the terms and conditions of the original bid and are extended under 'Active' status:

Table with 2 columns: Vendor Name and Contract #. Lists various vendors such as All Com Technologies Inc., Atlantic Communications, Bosch Security Systems Inc., etc., with their corresponding contract numbers.

Contract #53803 for Jan Communications & Electronics Co., Inc., is suspended under a "Pay Only" Status #4.

The State reserves the right to re-procure all equipment and services included and awarded under contracts resulting from Solicitation #02-x-32903 and its subsequent term contract Addenda and to terminate this term contract extension along with all active addenda upon final award of one or more contracts under Solicitation #13-x-22183.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** MOTOROLA COMMUNICATIONS AND ELECTRONICS  
**Trade Name:**  
**Address:** 9401 GRAND AVE  
FRANKLIN PARK, IL 60131-3430  
**Certificate Number:** 0092150  
**Effective Date:** January 02, 1953  
**Date of Issuance:** May 01, 2012

**For Office Use Only:**

20120501115752827





**MOTOROLA**

State of New Jersey Contract-A53804  
RADIO COMMUNICATIONS EQUIPMENT &  
ACCESSORIES  
Motorola Proposal

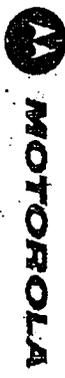
CUSTOMER: City of Jersey City Fire Contract Dave McNeese, 201-547-5591  
PROJECT : Additional XTS2500 portables needed by the Fire Department for Radio System  
QUOTE DATE : 3/8/12

VENDOR: MOTOROLA, INC.  
5 Paragon Drive  
Montvale, New Jersey 07645  
Att: Thomas Schmidt

CONTRACT LINE NO.	COMM CODE	MODEL	DESCRIPTION	QTY	LIST UNIT PRICE	EXT UNIT PRICE	NU STATE DISCOUNT	DISC UNIT PRICE	EXTENDED PRICE
<u>XTS2500 MODEL 2 UHF PORTABLE</u>									
19	837-48-033794	H46SDCF9PW6BN	XTS2500 MODEL 2 UHF (450-520Mhz, 1.5W, 512 Channels 6 line 12 character alphanumeric front display, 3x2 keypad SOFTWARE 9600 BAUD TRUNKING BATTERY IMPRES NIMH FMAPP INT SAFE 1700 MAH (NNTNG TWO (2) YEAR EXPRESS SERVICE PLUS IP67 IMMERSIBLE OPTION LEATHER CASES with snap belt loop & T straps SUBM SPEAKER MICROPHONE with Channel Control Program the Radio at customer location by Pinnacle	1	\$1,550.00	\$1,550.00	20%	\$1,240.00	\$1,240.00
19	837-48-033794	Q574		1	\$1,675.00	\$1,675.00	20%	\$1,340.00	\$1,340.00
19	837-48-033794	Q393SUBM		1	\$47.00	\$47.00	0%	\$37.60	\$37.60
19	837-48-033794	H885BK		1	\$84.00	\$84.00	0%	\$84.00	\$84.00
51	837-48-033794	QA00211AA		1	\$150.00	\$150.00	20%	\$120.00	\$120.00
51	837-48-045386	NNTN4117A		1	\$60.00	\$60.00	20%	\$48.00	\$48.00
51	837-48-045386	HMN4106		1	\$350.00	\$350.00	20%	\$280.00	\$280.00
51	837-48-045387	Programming		1	\$50.00	\$50.00	0%	\$50.00	\$50.00
					<b>\$3,199.80</b>	<b>\$3,199.80</b>			<b>\$3,199.80</b>

State Contract A53804 Terms and Pricing  
Delivery est 2 weeks from PO  
Terms: Net 30 Days from Invoice  
Quotation by: Thomas Schmidt  
If you have any questions at all please call me at 201-949-5513. Thank you.

Very Truly Yours,  
Thomas Schmidt  
*Thomas Schmidt*  
Senior Account Manager  
Motorola Solutions Inc.



State of New Jersey Contract A63804  
 RADIO COMMUNICATIONS EQUIPMENT &  
 ACCESSORIES  
 Motorola Proposal

CUSTOMER: City of Jersey City Fire Contact Dave McNeese 201-547-5591  
 PROJECT : Additional XTS2500 portables needed by the Fire Department for Radio System  
 QUOTE DATE : 3/8/12

VENDOR: MOTOROLA, INC.  
 5 Paragon Drive  
 Montvale, New Jersey 07645  
 Attn: Thomas Schmidt

CONTRACT LINE NO.	COMM CODE	MODEL	DESCRIPTION	QTY	LIST UNIT PRICE	EXT UNIT PRICE	DISC PRICE	DISC PRICE	EXTENDED PRICE
19	837-48-033794	H46SDFPWWSBN	XTS2500 MODEL 2 UHF PORTABLE 6 line 12 character alphanumeric front display, 3x2 keypad	3	\$1,550.00	\$4,650.00	20%	\$1,240.00	\$3,720.00
19	837-48-033794	Q874	SOFTWARE 8000 BAUD TRUNKING	3	\$1,675.00	\$5,025.00	20%	\$1,340.00	\$4,020.00
19	837-48-033794	Q383SUBM	BATTERY IMPRES NIMH RMAPP INT SAFE 1700 MAH (NN)T16	3	\$47.00	\$141.00	20%	\$37.60	\$112.80
19	837-48-033794	H885BK	TWO (2) YEAR EXPRESS SERVICE PLUS	3	\$84.00	\$262.00	0%	\$84.00	\$252.00
19	837-48-033794	QA00211AA	IP67 IMMERSIBLE OPTION	3	\$150.00	\$450.00	20%	\$120.00	\$360.00
51	837-48-045386	NN1N4172A	LEATHER CASES with snap ball loop & T straps	3	\$50.00	\$150.00	20%	\$40.00	\$144.00
51	837-48-045386	HMM4105	SUBM SPEAKER MICROPHONE W/ 1/2 Channel Control	3	\$350.00	\$1050.00	20%	\$280.00	\$840.00
51	837-48-045387		Program the Radio at customer location by Pinnacle	3	\$50.00	\$150.00	0%	\$50.00	\$150.00
					\$3,188.00	\$9,599.00			\$28,599.00

State Contract A63804 Terms and Pricing  
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 If you have any questions at all please call me at 201-949-5513. Thank you.

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 Thomas Schmidt  
 Thomas Schmidt  
 Senior Account Manager  
 Motorola Solutions Inc.



State of New Jersey Contract A53804  
 RADIO COMMUNICATIONS EQUIPMENT &  
 ACCESSORIES  
 Motorola Proposal

CUSTOMER: City of Jersey City Fire Contact Dave McNeese 201-547-5591  
 PROJECT : Additional XTS2500 portables needed by the Fire Department for Radio System  
 QUOTE DATE : 3/8/12

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 Montvale, New Jersey 07645  
 At: Thomas Schmidt

CONTRACT LINE NO.	COMM CODE	MODEL	DESCRIPTION	QTY	LIST PRICE	EXT PRICE	NU STATE DISCOUNT	DISC UNIT PRICE	DISC EXTENDED PRICE
<u>XTS2500 MODEL 2 UHF PORTABLE</u>									
19	837-48-033794	H46SDF9PW6BN	XTS2500 MODEL 2 UHF (450-520MHz, 1-SW, 512 Channels 6 line 12 character alphanumeric front display, 3x2 keypad SOFTWARE 9600 BAUD TRUNKING BATTERY IMPRES NIMH FM/MP INT SAFE 1700 MAH (NNTN6 TWO (2) YEAR EXPRESS SERVICE PLUS IP67 IMMERSIBLE OPTION LEATHER CASES with snap belt loop & T straps SUBM SPEAKER MICROPHONE w/ih Channel Control Program the Radio at customer location by Pinnacle	3	\$1,550.00	\$4,650.00	20%	\$1,240.00	\$3,720.00
19	837-48-033794	Q574		3	\$1,675.00	\$5,025.00	20%	\$1,340.00	\$4,020.00
19	837-48-033794	Q393SUBM		3	\$47.00	\$141.00	20%	\$37.60	\$112.80
19	837-48-033794	H885BK		3	\$84.00	\$252.00	0%	\$84.00	\$252.00
19	837-48-033794	QA00211AA		3	\$150.00	\$450.00	20%	\$120.00	\$360.00
51	837-48-045386	NNTN4117A		3	\$60.00	\$60.00	20%	\$48.00	\$144.00
51	837-48-045386	HMN4106		3	\$350.00	\$1,050.00	20%	\$280.00	\$840.00
51	837-48-045387	Programming		3	\$50.00	\$150.00	0%	\$50.00	\$150.00
					<b>\$3,199.60</b>				<b>\$9,598.80</b>

State Contract A53804 Terms and Pricing  
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 Senior Account Manager  
 Motorola Solutions Inc.



**MOTOROLA**

State of New Jersey Contract A53804  
RADIO COMMUNICATIONS EQUIPMENT &  
ACCESSORIES  
Motorola Proposal

CUSTOMER: City of Jersey City Fire Contact Dave McNease 201-547-5591  
PROJECT : Additional XTS2500 portables needed by the Fire Department for Radio System  
QUOTE DATE : 3/8/12

VENDOR: MOTOROLA, INC.  
5 Paragon Drive  
Montvale, New Jersey 07645  
Attn: Thomas Schmidt

CONTRACT LINE NO.	COMM CODE	MODEL	DESCRIPTION	QTY	LIST UNIT PRICE	EXT UNIT PRICE	NU STATE DISCOUNT	DISC UNIT PRICE	DISC EXTENDED PRICE
19	837-48-033794	H46SDF9PW6BN	<u>XTS2500 MODEL 2 UHF PORTABLE</u> 6 line 12 character alphanumeric front display, 3x2 keypad	4	\$1,550.00	\$6,200.00	20%	\$1,240.00	\$4,960.00
19	837-48-033794	Q574	SOFTWARE 9600 BAUD TRUNKING	4	\$1,575.00	\$6,700.00	20%	\$1,340.00	\$5,360.00
19	837-48-033794	Q393SUBM	BATTERY IMPRES NIMH FIMAPP INT SAFE 1700 MAH (NNTN6	4	\$47.00	\$188.00	20%	\$37.60	\$150.40
19	837-48-033794	H885BK	TWO (2) YEAR EXPRESS SERVICE PLUS	4	\$84.00	\$336.00	0%	\$84.00	\$336.00
51	837-48-045386	NNTN4117A	IP67 IMMERSIBLE OPTION	4	\$150.00	\$600.00	20%	\$120.00	\$480.00
51	837-48-045386	NNTN4117A	LEATHER CASES with snap belt loop & T straps	4	\$60.00	\$60.00	20%	\$48.00	\$192.00
51	837-48-045386	HMN4106	SUBM SPEAKER MICROPHONE with Channel Control	4	\$350.00	\$1,400.00	20%	\$280.00	\$1,120.00
51	837-48-045387	Programming	Program the Radio at customer location by Pinnacle	4	\$50.00	\$200.00	0%	\$50.00	\$200.00
								<b>\$3,199.60</b>	<b>\$12,798.40</b>
	WPLN4130A	Impres Mult Unit Charger w Display		1	\$1,350.00	\$1,350.00	20%	\$1,080.00	\$1,080.00

State Contract A53804 Terms and Pricing  
Delivery est 2 weeks from PO  
Terms: Net 30 Days from Invoice  
Quotation by: Thomas Schmidt  
If you have any questions at all please call me at 201-949-5513. Thank you.

Very Truly Yours,  
Thomas Schmidt  
*Thomas Schmidt*  
Senior Account Manager  
Motorola Solutions Inc.

**Notice of Award  
Term Contract(s)**

**T-0109  
RADIO COMMUNICATION EQUIPMENT  
AND ACCESSORIES**

Instructions/Specifications
Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to JIM BALLARD

**Downloadable NOA Documents**  
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [Addendum #11 Adobe PDF \(19 kb\)](#)
- [Addendum #12 Adobe PDF \(20 kb\)](#)
- [Addendum #13 Adobe PDF \(32 kb\)](#)
- [Addendum #15 Adobe PDF \(23 kb\)](#)
- [Addendum #16 Adobe PDF \(29 kb\)](#)
- [State Contract Manager Adobe PDF \(41 kb\)](#)
- [Addendum #1 Link](#)
- [Addendum #2 Link](#)
- [Addendum #3 Link](#)
- [Addendum #4 Link](#)
- [Addendum #5 Link](#)
- [Addendum #6 Link](#)
- [Addendum #7 Link](#)
- [Addendum #8 Link](#)
- [Addendum #9 Link](#)
- [Addendum #10 Link](#)
- [Amendment #17 - Amended Award Adobe PDF \(29 kb\)](#)
- [Amendment #18 - Contract Extension #3 to 5/31/2005 Adobe PDF \(30 kb\)](#)
- [Amendment #19 - Amended Award Adobe PDF \(28 kb\)](#)

The [Download All Documents](#) hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

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<b>Index #:</b>	T-0109
<b>Contract #:</b>	VARIOUS
<b>Contract Period:</b>	FROM: 01/01/03 TO: 01/31/13
<b>Applicable To:</b>	ALL STATE AGENCIES
<b>Cooperative Purchasing:</b>	POLITICAL SUBDIVISIONS*
<b>Vendor Name &amp; Address:</b>	SEE VENDOR INFORMATION SECTION
<b>For Purchase Bureau Use:</b>	
<b>Solicitation #:</b>	32903
<b>Bid Open Date:</b>	07/25/02
<b>CID #:</b>	1020922
<b>Commodity Code:</b>	725-78
<b>Set-Aside:</b>	NONE

**CONDITIONS AND METHODS OF OPERATION**

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

- A. Delivery: All prices F.O.B. Destination
  - B. Method of Operation - State Agencies Only:
- Issue an agency purchase order to the appropriate contract vendor(s).**

**\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator  
 PO Box 230  
 Trenton, NJ 08625  
 (609) 984-7047

**In the event of an emergency, contact the following in the order listed:**

JIM BALLARD	BUYER	609-292-3019
JACKIE KEMERY	BUYER SUPERVISOR	609-984-6239
ROBERT BEAUREGARD	ASSISTANT DIRECTOR	609-984-2084
	PUB DATE:	02/17/12

**INSTRUCTIONS/SPECIFICATIONS**

NOTICE OF AWARD  
 FOR  
 RADIO COMMUNICATION EQUIPMENT & ACCESSORIES  
 T-0109

This Notice of Award details all of the product lines and specifications for Radio Communication under contract with the State of New Jersey.

All of the vendors' bids are on file at the Purchase Bureau (33 West State Street, Trenton) and Office of Information Technology (200 Riverview, Trenton).

Addenda - There will be additions, deletions and changes to vendors and product information during the term of the contract. The Purchase Bureau will be issuing addenda with this information.

Note: Please file the Addenda with your Notice of Award. The addenda are just as important as the Notice of Award.

Warranty - All the hardware and software products under this contract carry a one-year warranty. The warranty covers parts, service, transportation and/all associated costs for on-site warranty work.

**Method of Operation**

During the term of this contract, Contractors are required to provide a written quote to any Using Agency contemplating the purchase of radio equipment. Along with the quotation, the Contractor must provide a photocopy of the Page(s) from the original proposal submission showing in detail the prices for all items being considered for purchase. If an item was added onto the contract after the initial award of contract, the Contractor must provide the Using Agency with the Letter of Authorization from the Purchase Bureau approving the addition of that item.

**A. State Agencies**

1. To obligate funds, use a contract release order.
2. Agencies may not order any Radio Communication systems on this contract directly without the Office of Information Technology (OIT) approval. Orders in excess of \$25,000 must be supported by a justification. The order must be sent to:

00086	COMM CODE: 725-78-045508 SCHEDULE K TRAINING COSTS PRICES AS LISTED IN BID PROPOSAL	1.000	HOUR	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00088	COMM CODE: 725-78-038498 SCHEDULE M MANUALS RADIO COMMUNICATION	1.000	HOUR	N/A	\$25.00000
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00089	COMM CODE: 725-59-065848 SPARE PARTS BRAND: KENWOOD  P/L - 3/02	1.000	EACH	10.00%	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00090	COMM CODE: 939-72-065835 SCHEDULE H MAINTENANCE TO RADIO COMMUNICATION EQUIPMENT  ALL INCLUSIVE ANNUAL MAINTENANCE (EXHIBIT A) PRICES AS LISTED IN BID PROPOSAL	1.000	HOUR	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00091	COMM CODE: 939-73-065837 SCHEDULE L PROGRAMMING COSTS RADIO EQUIPMENT PRICES AS LISTED IN BID PROPOSAL	1.000	HOUR	NET	N/A
<b>Vendor: MOTOROLA COMMUNICATIONS &amp; ELECTRONICS INC</b>		<b>Contract Number: 53804</b>			
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00004	COMM CODE: 725-78-033738 RADIO EQUIPMENT - ANALOG, TRUNKED BRAND: MOTOROLA  20%, EXCEPT FOR THE FOLLOWING: FIXED DATA PRODUCTS - 10% PROGRAMMING SOFTWARE & HARDWARE - 0% INFRASTRUCTURE FLASHPORT SOFTWARE UPGRADES - 0% SUBSCRIBER FLASHORT SOFTWARE UPGRADE- 0%	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00011	COMM CODE: 725-78-033753 RADIO EQUIPMENT - ANALOG, NON- TRUNKED BRAND: MOTOROLA  DISCOUNT: 25% P/L - 5/02	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00016	COMM CODE: 725-78-033774 RADIO EQUIPMENT - DIGITAL, TRUNKED BRAND: MOTOROLA  P/L - 5/02 DISCOUNT: 20%	1.000	EACH	NET	N/A
<b>LINE#</b>	<b>DESCRIPTION/MFGR/BRAND</b>	<b>EST QUANTITY</b>	<b>UNIT</b>	<b>% DISCOUNT</b>	<b>UNIT PRICE</b>
00019	COMM CODE: 725-78-033794	1.000	EACH	NET	N/A

	RADIO EQUIPMENT - DIGITAL, NON-TRUNKED BRAND: MOTOROLA  DISCOUNT: 20%  P/L - 5/02				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00063	COMM CODE: 725-78-045398 CONSOLES BRAND: MOTOROLA  P/L - 5/02 CONSOLES - 20% CONSOLES WORKSTATION HARDWARE - 10%	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00068	COMM CODE: 725-78-045489 RADIO EQUIPMENT - FIRE PAGING BRAND: MOTOROLA  DISCOUNT: 10%  P/L - 7/02	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00070	COMM CODE: 725-78-036207 LABOR RATE AT CONTRACTOR'S SHOP STRAIGHT TIME, MONDAY THRU FRIDAY 8:00 A.M. TO 5:00 P.M.	1.000	HOURL	N/A	\$125.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00071	COMM CODE: 725-78-036208 LABOR RATE AT CONTRACTOR'S SHOP OVERTIME, MONDAY THRU SATURDAY 5:01 P.M. TO 7:49 A.M.	1.000	HOURL	N/A	\$187.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00072	COMM CODE: 725-78-036209 LABOR AT CONTRACTOR'S SHOP SUNDAY AND HOLIDAYS	1.000	HOURL	N/A	\$250.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00073	COMM CODE: 725-78-036212 LABOR RATE AT USING AGENCY'S FACILITY STRAIGHT TIME, MONDAY THRU FRIDAY 8:00 A.M. TO 5:00 P.M.	1.000	HOURL	N/A	\$125.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00074	COMM CODE: 725-78-036213 LABOR RATE AT USING AGENCY'S FACILITY OVERTIME, MONDAY THRU SATURDAY 5:01 P.M. TO 7:49 A.M.	1.000	HOURL	N/A	\$187.50000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00075	COMM CODE: 725-78-036214 LABOR RATE AT USING AGENCY'S FACILITY SUNDAY AND HOLIDAYS	1.000	HOURL	N/A	\$250.00000
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00076	COMM CODE: 725-78-035456 SCHEDULE A MOBILE INSTALLATIONS TO BE PERFORMED IN CONTRACTOR'S SHOP PRICES AS LISTED IN BID PROPOSAL	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST	UNIT	%	UNIT PRICE

Office of Information Technology  
 200 Riverview  
 P O Box 216  
 Trenton, NJ 08625

OIT reserves the right to approve or disapprove the equipment that is requested by the State agency, or to change, the make, model and manufacturer of the equipment or the system configuration.

B. Local Government

Governmental bodies eligible to select equipment off of this contract may contact the various contractors for system information and quotes. Quotes from contractors must be in strict accordance with the contract. Prices may be verified by the Purchase Bureau or OIT. Discounts from manufacturer's product lines and labor rates are included in the Notice of Award.

All orders are to be sent to the vendor directly, indicating State contract number. Invoices are to be sent to the local body. The State assumes no obligation for payment of bills.

Local bodies are cautioned not to demand any unique or special service not covered by contract and to make payment in specified time.

C. The labor portion of this contract is restricted to the installation of the equipment purchased from the awarded vendor and/or maintenance of equipment.

Brand and Vendor Index for Radio Communication Equipment

Brand	Vendor
<b>Analog, Trunked</b>	
E. F. Johnson	TekTron
M/A Com	M/A Com
Midland	TekTron
Motorola	Motorola
Motorola Radius	Warner
TekTron	TekTron
Vertex	Vertex
<b>Analog, Non-Trunked</b>	
E.F. Johnson	Tektron
Kenwood	Kenwood
M/A Com	M/A Com
Motorola Radius	Warner
Midland	Jan Communications
Ritron Patriot	Jan Communications
Vertex	Vertex
<b>Digital, Trunked</b>	
M/A Com	M/A Com
Motorola	Motorola
TekTron	TekTron
<b>Digital, Non-trunkejd</b>	
Amp	M/A Com
M/A Com	M/A Com
Motorola	Motorola
<b>Radio Equipment - Pagers</b>	
Motorola	Motorola
<b>Radio Base Station Control Equipment</b>	
CPI	Atlantic Communications
M/A Com	M/A Com
Midland	Jan Communications
Motorola	Motorola
Motorola Radius	Warner
MPS	MPS
Telex-Vega	Telex
TekTron	TekTron
Vertex	Vertex
Zetron	Zetron
<b>Marine Band</b>	
Vertex	Vertex
<b>Aviation Band</b>	

Icom	Jan Communication.
Amateur	
Cobra	Interstate Electronics
Uniden	Interstate Electronics
Antennas	
Antennex	Quality Communications
Comtelco	Jan Communications
M/A Com	M/A Com
Microwave Equipment	
Motorola	Motorola
Harris	R. F. Design
Pemisys IMACS	R. F. Design
Spectracom Frequency & Timing	R. F. Design
Spare Parts	
Kenwood	Kenwood
M/A Com	M/A Com
Midland	Jan Communications
Ritron Patriot	Jan Communications
Telex	Telex
Vertex	Vertex
Fire Paging System	
M/A Com	M/A Com
Motorola	Motorola
Test Equipment	
M/A Com	M/A Com
Consoles	
M/A Com	M/A Com
Motorola	Motorola
Telex-Vega	Telex
Zetron	MPS Communications

**Batteries:**

Primary Vendor: Motorola  
 Secondary vendor: Garden State Battery

Using Agencies should use the primary and secondary vendors for replacement batteries.

Awards for batteries and charges are made to a primary and secondary contractor. During the term of the contract, Using Agencies are to utilize the primary contractor. If the primary contractor is unable to perform the work required, the Using Agency shall then utilize the secondary contractor. When utilizing the secondary contractor, Using Agencies must document their files as to the reason why the primary contractor was not utilized

Several manufacturers have authorized dealers to use their contract number to sell their equipment. Purchase Orders and payments may be made directly to these dealers. Prices are those submitted by the manufacturer in their proposal. These manufacturers are as follows:

- Kenwood Communications corp.
- M/A Com Private Radio Systems
- Telex Communications Inc.
- Vertex Standard USA Inc.
- Zetron Inc.

The list of the dealers are listed elsewhere in this Notice of Award.

Labor Rates should be used only to install, remove, reinstall and maintain the equipment purchased under this contract. Vendors should not be installing mobile video equipment, mobile rooftop light bars, mobile concealed lights, etc.

**1.0 GENERAL REQUIREMENTS**

**1.1 PURPOSE AND INTENT**

The purpose of this Notice of Award is for the purchase of additions to and maintenance of existing radio communication equipment and systems. While additional sites can be added to pre-existing systems, new systems cannot be procured utilizing this Notice of Award. New systems must be procured separately.

The labor portion of this Notice of Award is restricted to the

3.4.5 The bidder must be an OEM or a direct authorized dealer/distributor of the manufacturer of the products which it proposes to furnish. The State reserves the right to request the bidder's status at any time. Failure to provide the required certification may result in bid rejection or contract cancellation. Certifications may be requested for major components only, not miscellaneous hardware.

3.4.6 All of the Contractor's personnel must observe all regulations in effect at the Using Agency. While on State property employees shall be subject to control of the State, but under no circumstance shall such persons be deemed employees of the State. The Contractor's personnel shall not represent themselves as employees of the State.

The Director of Purchase and Property may request the contractor to transfer employees from the work crew with respect to whom reasonable suspicion exists that they are incompetent, prone to excessive tardiness, absenteeism or theft.

3.4.7 The Contractor shall assume all responsibility for its actions and the actions of anyone working for the contractor while engaged in any activity connected with this contract.

### 3.5 AVAILABILITY OF FUNDS

The State's obligation to pay the Contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

### 3.6 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and the Director.

### 3.7 CATEGORIES

The equipment and services to be acquired are for the purchase, installation, warranty, maintenance and repair for the following Radio Communication Equipment: (Accessories may include batteries)

1. Analog, Trunked - To include base station equipment, repeaters, vehicular radio equipment, portable radio equipment and personal portables, all with accessories and options.
2. Analog, Non-Trunked - To include base station equipment, repeaters, vehicular radio equipment, portable radio equipment and personal portables, all with accessories and options.
3. Digital, Trunked - To include base station equipment, repeaters, vehicular radio equipment, portable radio equipment and personal portables, all with accessories and options.
4. Digital, Non-Trunked - To include base station equipment, repeaters, vehicular radio equipment, portable radio equipment and personal portables, all with accessories and options.
5. Radio Equipment, Pagers, Receiving - To include Lo-Band VHF, Hi-Band VHF, UHF, 800 and 900 MHZ, Sound Management Equipment.
6. Radio Base Station Control Equipment - To include local control - DC/Tone, Local/Remote - DC/Tone, Remote - DC/Tone, modems, consoles, equipment racks and voice activated intercom with radio interface.
7. Marine Band
8. Aviation Band
9. Amateur - To Include VHF, 2 Meter, SSB, 220 MHZ Band.
10. Antennas - Mobile, Portable, Base Station
11. Microwave Equipment - Radios and Antennas

12. Spare Parts
13. Fire Paging System
14. Batteries and Chargers
15. Test Equipment
16. Consoles

### 3.8 SUBSTITUTIONS/REPLACEMENTS/ADDITIONS

If a new product within the scope of this RFP is introduced during the contract term, or a current product is discontinued, updated or replaced by a new product, and the contractor wishes to offer that product under the contract, the product must be better or equal to the equipment under contract and a request for substitution or addition must be made in writing to the Division of Purchase and Property, with the following stipulations:

1. The Request must be submitted, in writing, to the assigned buyer at the Purchase Bureau, 33 West State Street, P O Box 230, Trenton, NJ 08625-0230. An original and two exact copies must be submitted.
2. The equipment will be considered for addition to the contract at the introduction price less the discount bid.
3. The request must be for equipment from the same manufacturer lines originally awarded.
4. All requests must be approved in writing by the Division of Purchase and Property before being offered to any agencies.

In addition, if a manufacturer is adding or removing dealers from their authorized list, the manufacturer must submit the request in writing as detailed above.

### 3.9 New Technology

If a new product, having the same functional purpose and a demonstrated nexus to the product under the contract, is developed and comes in to standard production after the contract award, that product will be considered for addition and/or replacement to the product under contract. The Contractor must make a written request to the Purchase Bureau for the new product to be added to the contract. Such written request must include the specifications for the new product, evidencing that the new product serves the same functional purpose and has a close nexus to the product under contract.

All proposed additions or replacement are subject to review and written acceptance by the Director, Division of Purchase and Property. The sale of the new product, accepted in writing by the Director, shall be governed by the terms of the contract, including price. The aggregate price performance of any new product must be equal or less than the existing contracted product.

### 3.10 ISSUE RESOLUTION

All issues, disputes, complaints, payments, time and material calls will be mediated by members of the contractor's staff, the Using Agency and the Purchase Bureau. Formal complaints will be handled by the Division's Contract Compliance and Administration Unit, pursuant to NJAC 17:12-4.

### 3.11 Lease/Purchase

There will be no lease purchase options under this contract.

### 3.12 Workplace Safety

The State represents and warrants that State premises and conditions to be encountered by the Contractor at State's premises and in areas where work is to be performed shall be in compliance with all applicable Federal and State Laws, Rules and Regulations.

### 3.13 Primary and Secondary

Contract awards for batteries and chargers are made to a primary and secondary contractor. During the term of the contract, Using Agencies are to utilize the primary contractor. If the primary contractor is unable to perform the work required, the Using Agency shall then utilize the secondary contractor. When utilizing the secondary contractor, Using Agencies must document their files as to the reason why the primary contractor was not utilized.

**\*\* Budget Account \*\***

Fund **1** CURRENT FUND  
 G/L **201** CURRENT APPROPRIATIONS  
 Cafr **25** PUBLIC SAFETY  
 Subsidiary **265** FIRE  
 Line Item **405** SIGNAL & COMMUNICATION EQ  
 Sort Code **60** DEPARTMENT OF FIRE  
 Year/Period **2012 / 5**  
 Chg. Year/Period  /

Budget Amount	204,800.00
Revised Budget	.00
Beginning Balance	204,800.00
Prior YTD Expended	.00
Curr. YTD Expended	1,490.00
Open Encumbered	175,202.71
Ending Balance	28,107.29

- View in Ascending Order
- View in Descending Order

New Acct. < Previous Next >

Double-Click On An Item Below To View All Details of Corresponding Transaction

Cd	Per.	Date	P.O.#	Vendor Name	Invoice#	Description	Debit Amount	Credit Amount
VR	4	4/25/2012	106135	KNOX COMPANY	0049115	SENTRALOK A USB	1,490.00	.00

Print Account

View Open Enc.

View Lgl. Line

**Patricia Vega**

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**From:** Janis Feuchack [JFeuchack@NJJCPS.ORG]  
**Sent:** Tuesday, August 28, 2012 4:04 PM  
**To:** Patricia Vega; Peter Folgado  
**Cc:** Jerome Cala  
**Subject:** Motorola, \$52,000 reso

The reso for Motorola that was sent to the BA's office in May has been misplaced. The BA requests a new one. Kindly resubmit a new reso and copy this office. Thank you.

Janis Feuchack  
Fire Headquarters  
465 Marin Blvd.  
JCNJ 07302  
Phone: 201-547-4898  
Fax: 201-547-5298

D, 8/28/12.

I resent copy to Janis.

plse. send to BA's office - Again

TKS!

PV

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

City Clerk File No. Res. 12-676

Agenda No. 10.Q

Approved: SEP 12 2012

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2003 ANNUAL  
ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDS AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)  
FUNDS**

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COUNCIL  
of the following resolution:

offered and moved adoption

**WHEREAS**, on April 21, 2010 the Municipal Council adopted Resolution No. 10-239 authorizing the submission of the 2009-2014 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, on February 23, 2011 and February 8, 2012, the Municipal Council adopted Resolutions No. 11-102 and 12-082, respectively, authorizing the submission of Annual Application(s) and Action Plan(s); and

**WHEREAS**, the City is desirous of reallocating \$200,000 in Community Development Block Grant (CDBG) funds reprogrammed from fiscal year 2003 and transferring \$411,187 in Home Investment Partnerships Program (HOME) funds from fiscal year 2012; and

**WHEREAS**, \$200,000 in CDBG funds are being reallocated to Team Walker, Inc. for the new construction of an educational center and HOME funds in the amount of \$411,187 will be transferred from Garden State Episcopal CDC's project originally proposed for 24 Monticello to 84 Seaview Avenue for the acquisition and moderate rehabilitation of a four (4) unit residential property for the purpose of creating four (4) one-bedroom units for special needs / chronically homeless adults; and

**WHEREAS**, the City is desirous of re-allocating CDBG and HOME funds as detailed in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor or Business Administrator is hereby authorized to execute agreements with organizations identified in Exhibit A and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

**BE IT FURTHER RESOLVED**, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

City Clerk File No. Res. 12-676Agenda No. 10.0 SEP 12 2012

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2003 ANNUAL  
ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDS AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)  
FUNDS**

**EXHIBIT A****Community Development Block Grant (CDBG)**

Description			
<p><b>Team Walker, Inc.</b> 316 Communipaw Avenue Jersey City, NJ 07304</p> <p><b>Project Address: 373-375-377 Communipaw Ave.</b> (Block 20102, Lot(s) 41, 41.01,42 and 43)</p>			
<p>New construction of an educational center which will expand academic programming for youth residing in Bergen Lafayette. Previously funded \$1,015,783. Additional funding is needed to cover unforeseen costs. <b>Reprogram additional \$200,000.00 from the following account:</b></p>			
YEAR	ACCOUNT	AMOUNT	HUD Activity #
2003	New Millennium Inc. – 30 Clinton Avenue (Cancelled project)	\$200,000	966

**HOME Investment Partnerships Program (HOME)**

Description
<p><b>Garden State Episcopal CDC</b> 514 Newark Avenue Jersey City, NJ 07306</p> <p><b>New Project Address: Liberty View West – 84 Seaview Avenue</b> (Block 30101, Lot 26)</p>
<p>Acquisition and moderate rehabilitation of a four (4) unit residential property for the purpose of creating 4 one bedroom units for special needs/ chronically homeless adults. Site location has changed from 24 Monticello Avenue to 84 Seaview Avenue. <b>HOME funds in the amount of \$411,187 will be transferred from Monticello Avenue to the Seaview Avenue location.</b></p>

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2003 ANNUAL  
ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) FUNDS AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)  
FUNDS**

**SUMMARY OF REPROGRAMMED ACCOUNT**

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O. #
Team Walker, Inc.	Education Center	\$200,000.	54-200-56-851-840	107634
Garden State Episcopal CDC	Liberty View West 84 Seaview Avenue	\$411,187	36-200-56-904-615	107635

I, Donna Mauer, hereby certify that sufficient funds in the amount of \$611,187 are available in the above referenced account(s).

*Donna Mauer*

Donna Mauer  
Chief Financial Officer

APPROVED: *Kevin Pappas* *Richard* APPROVED AS TO LEGAL FORM  
APPROVED: *John Kelly* *Kevin Miller*  
Business Administrator Corporation Counsel  
Certification Required   
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9/12/12.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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 AMENDING THE 2010-2014 CONSOLIDATED PLAN AND FY2003 ANNUAL ACTION PLAN TO RE-PROGRAM COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS**

**NAME AND TITLE OF PERSON INITIATING THE RESOLUTION:**

Darice Toon, Director, Division of Community Development – 201-547-5304

**DESCRIPTION OF THE PROGRAM, PROJECT, PLAN, PURCHASE, ETC.:**

Re-allocating CDBG and HOME funds for eligible activities that will benefit primarily low / moderate income persons

**ANTICIPATED COMMUNITY BENEFITS OR ASSESSMENT OF DEPARTMENTAL NEED:**

New construction of an educational center and acquisition and moderate rehabilitation of a four (4) unit residential property to create a four (4) one-bedroom units for special needs / chronically homeless adults

**COSTS OF PROGRAM OR PURCHASE: (IF EQUIPMENT PURCHASE, WHAT DOES IT REPLACE. HOW WILL THE PROGRAM OR PURCHASE BE FUNDED?):**

\$611,187

**IF CONTRACT, PROJECT OR PLAN DATE OF COMMENCEMENT:**

October 2012

**ANTICIPATED COMPLETION DATE:**

September 2013

**I CERTIFY THE FACTS PRESENTED HEREIN ARE ACCURATE.**

  
SIGNATURE OF DIVISION DIRECTOR

9/5/12  
DATE

  
SIGNATURE OF DEPARTMENT DIRECTOR

9-5-12  
DATE

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

City Clerk File No. Res. 12-677

Agenda No. 10.R

Approved: SEP 12 2012

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE NINE MONTH ADMINISTRATIVE BUDGET FOR THE PERIOD OCTOBER 1, 2012 – JUNE 30, 2013 FOR THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION TO BE UTILIZED IN ACCORDANCE WITH THE STATE OF NEW JERSEY FY12 BUDGET LANGUAGE AND GENERAL PROVISIONS REGARDING THE URBAN ENTERPRISE ZONE PROGRAM

**Council** offered and moved adoption of the following resolution:

**WHEREAS**, the City of Jersey City and the Economic Development Corporation (JCEDC) has prepared a nine (9) month Administrative Budget for the period October 1, 2012 – June 30, 2012 for FY 2013; and

**WHEREAS**, said budget and requested funds are to be expended to carry out the Urban Enterprise Zone program within the City of Jersey City, a copy of the budget to be submitted for the period beginning October 1, 2012 and ending June 30, 2012 is attached hereto:

<u>Project</u>	<u>Amount Requested</u>
Urban Enterprise Zone Administrative Budget for a nine (9) month period October 1, 2012 – June 30, 2013	\$484,448.00

**WHEREAS**, funds are available for this project from monies deposited in the Urban Enterprise Zone Project Account and shall be utilized in accordance with the State of New Jersey FY 2012 Budget language and general provisions regarding the Urban Enterprise Zone Program.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City hereby authorizes the funding of the Jersey City Economic Development Corporation from Urban Enterprise Zone Funds to be utilized in accordance with the State of New Jersey FY 2012 budget language and general provisions regarding the Urban Enterprise Zone Program.

APPROVED: Carl Gaspardi

APPROVED AS TO LEGAL FORM

APPROVED: DeVull  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO		✓	
DONNELLY	✓			FULOP	ABSENT			MASSEY	✓		
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 to B.A. \_\_\_\_\_

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE NINE MONTH ADMINISTRATIVE BUDGET FOR THE PERIOD OCTOBER 1, 2012 – JUNE 30, 2013 FOR THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION TO BE UTILIZED IN ACCORDANCE WITH THE STATE OF NEW JERSEY FY12 BUDGET LANGUAGE AND GENERAL PROVISIONS REGARDING THE URBAN ENTERPRISE ZONE PROGRAM

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

Clifford J. Adams – Jersey City Economic Development Corporation (JCEDC), CFO  
201-333-7797 X 201

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

This Resolution authorizes the continued funding of the administration of the Urban Enterprise Zone Program through June 30, 2013.

**4. Reasons for the Proposed Program, Project:**

The funds will be utilized for the administration and operating costs of the Jersey City Economic Development Corporation's Urban Enterprise Program for nine (9) months beginning October 1, 2012 and ending June 30, 2013.

On June 13, 2012, via Resolution 12-441, the Municipal Council of the City of Jersey City authorized the use of \$312,814.00 in UEZ funds to fund the administration and operating costs of JCEDC for the three (3) month period ending September 30, 2012. At that time JCEDC's board of trustees determined that JCEDC's staffing level and operating budget should not be reduced pending the final outcome of state legislation that would reinstate funding to UEZ municipalities for UEZ administration. That legislation was ultimately vetoed by the Governor. JCEDC then prepared a budget for the nine (9) month balance of the fiscal year ending June 30, 2013 in the amount of \$484,448.00. This nine (9) month budget included a 33% reduction in staff from 9 individuals to 6 and called for the continuation of the services and activities that JCEDC has provided and engaged in over previous years. JCEDC will also take steps to develop a self-sustaining business model that will not rely on municipal funds to sustain basic operations.

JCEDC's board of trustees approved this budget and authorized its presentment to the Jersey City Municipal Council seeking authorization to utilize a portion of unencumbered UEZ funds that the City of Jersey City has on hand to fund it. Utilizing these UEZ funds are central to JCEDC's strategy of becoming basically self-sustaining by June 30, 2013.

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

During the fiscal year ending June 30, 2013 JCEDC will:

- Continue and expand the Business Assistance Program that provides technical assistance and counseling to underserved small businesses both in house and with partners such as the Small Business Development Center at NJCU, Rising Tide Capital and SCORE (Service Corps of Retired Executives). Central to the program is the ability to provide financing to these underserved businesses. The current loan portfolio consists of 13 loans that total \$1,953,000. During the past year JCEDC delivered over 200 incidents of small business technical assistance with about half provided by JCEDC staff.
- Continue to oversee UEZ projects within the Urban Enterprise Zone that benefit the community with infrastructure improvements and other services above and beyond the normal municipal services. At 6/30/2012 there were 33 open

projects totaling \$6.1 million. Included are the West Side Ave. Study, the build-out of the CCTV phase 3, support of five (5) Special Improvement Districts and business improvement matching grants for commercial facades.

- Continue to market and promote Jersey City through the destinationjerseycity.com website and other media. If funding is appropriated by the state, the second year of a \$114,000 annual DMO (Destination Marketing Organization) grant will be utilized to replace and revise various collateral material, targeted advertising and increased social media presence.
- Continue to develop and engage in other activities and events that promote Jersey City and reinforce the advantages of working, living and shopping here, such as the annual Made in Jersey City event and customized walking tours of the Newport area for employees of DTCC (Depository Trust Clearing Corporation) who will be relocating about 2,000 people to Jersey City beginning in January 2013.

**6. Cost of Proposed Program, Project, etc.:**

Anticipated UEZ assistance in the amount of \$ 484,448.00.

When added to the \$312,814.00 previously authorized, the JCEDC UEZ administrative budget for the fiscal year ending June 30, 2013 totals \$743,122.00. This is a 35% reduction from the \$1,147,406.00 authorized for FY 2012.

**7. Date proposed Program of Project will commence:**

October 1, 2012

**8. Anticipated Completion Date:**

June 30, 2012

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

Clifford J. Adams, CFO

**10. Additional Comments:**

None

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

  
\_\_\_\_\_  
JCEDC CFO

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date 8/9/12

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**INTER**

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# MEMO

## Department of Administration

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**OFFICE**

**Date:** September 5, 2012  
**To:** Peter Brennan, Council President and City Council Members  
**From:** JWK Jack Kelly, Business Administrator  
**Subject:** Jersey City Economic Development Corporation

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The Jersey City Economic Development Corporation has provided the City Council a detailed analysis of current and prospective operations. The Administration believes it is important that Council is aware of the impact on municipal services. While the future of the EDC remains uncertain, one thing is clear; next year's municipal budget will be negatively impacted without funding from the UEZ program.

First, the CY2012 adopted budget included \$1,950,000 in second generation funding for police officers' salaries previous hired by the UEZ program. Without future UEZ funds or other funding sources, the JCPD's budget will increase by at least this amount not including any other contractual increases.

Secondly, all of the duties and responsibilities associated with the Closed Circuit Television (CCTV) program will be the sole responsibility of the City of Jersey City. Currently, all the camera operators are City employees within the JCPD, however the maintenance cost of all the cameras and related equipment will be shifting from UEZ grant program to the City's operating budget. On average, the JCEDC estimates the system maintenance cost at \$50,000 annually. This amount is expected to increase as installation of additional cameras is soon to be installed. Additionally older equipment will need to be replaced as it reaches or exceeds its useful life.

These direct municipal costs will need to be absorbed by the City in 2013 unless other funding sources become available. Next year's budget again will be a challenge as we continue to strive for a smaller but more efficient government. The loss of UEZ funding has added to that challenge.

C: Mayor Jerramiah T. Healy  
Rosemary Mc Fadden, Chief of Staff  
file

**JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION - UEZ ADMINISTRATIVE BUDGET FOR THE PERIOD**

7/1/12 - 6/30/13

<b>BUDGET CATEGORIES</b>	<b>Total Budget Amount</b>	<b>Previously Encumbered Budget Amount 7/1/12 - 9/30/12</b>	<b>Additional Encumbrance Required 10/1/12 - 6/30/13</b>
Personnel - Salaries: See Note	388,862.00	148,384.00	281,846.00
Personnel - Fringes: See Note	150,010.00	58,050.00	104,732.00
Meetings, Travel and Mileage	1,500.00	375.00	1,125.00
Insurance	23,000.00	17,750.00	5,250.00
Employee Parking	7,000.00	2,500.00	4,500.00
Rent and Utilities	31,000.00	8,235.00	22,765.00
Telephone	9,400.00	2,355.00	7,045.00
Postage	4,500.00	1,040.00	3,460.00
Memberships and Subscriptions	2,250.00	600.00	1,650.00
Equipment Rental	15,600.00	4,000.00	11,600.00
Office Supplies	4,000.00	1,500.00	2,500.00
Legal Services	37,500.00	9,375.00	28,125.00
Audit Services	25,000.00	25,000.00	0.00
Computer & Internet Services	9,000.00	2,500.00	6,500.00
Payroll Services	4,500.00	1,150.00	3,350.00
Relocation Expenses	30,000.00	30,000.00	0.00
	<b>743,122.00</b>	<b>312,814.00</b>	<b>484,448.00</b>

NOTE: The Total Budget Amount includes the amounts for 10 staff members for the period 7/1/2012 - 9/30/2012 plus the amounts for 6 staff members for the period 10/1/2012 - 6/30/2013.



## JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION (JCEDC)

30 Montgomery Street, Suite 820, Jersey City, New Jersey 07302 • T: 201.333.7797 • F: 201.333.9323

Please respond to: 601 Pavonia Ave. Suite 303 Jersey City, NJ 07306-2922

### MEMORANDUM – JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION

To: Members of the Jersey City Municipal Council

From: Cliff Adams, JCEDC CFO - Roberta Farber, JCEDC UEZ Director

Re: Responses to Questions from Council Members concerning Resolution # 12-626 – Jersey City Economic Development Corporation (JCEDC) Administrative Budget for the Period October 1, 2012 to June 30, 2013

Date: September 5, 2012

Attached are responses to questions that were generated by members of the council related to JCEDC's request to utilize UEZ funds for the JCEDC administrative budget for the period 10/1/2012 to 6/30/2013. Also attached is a report that was passed out at the council caucus meeting on August 20, 2013 and outlines the activities that JCEDC is planning during FY 2013. This report was not finalized until the morning of August 20 and so regrettably, was not part of the original agenda package. Finally, we are including JCEDC's recommendation for the use of remaining UEZ funds.

The questions from council members are copied directly from e-mails printed here in bold italics followed by JCEDC's response.

Questions from Councilman Fulop

*1) What is long term plan for police issues? Sid? Cameras? Second chance program funding beyond this year? Rising tide? Etc And beyond the next gov election?*

Support of Rising Tide Capital and the Small Business Development Center at NJCU would be part of JCEDC's long term business plan in delivering development services as a certified CDFI. This support would be contingent upon the availability of funds that can be generated by JCEDC as we attempt to transition to a self-sustaining business model.

CCTV Cameras - Chief Comey and JCEDC have met and he will be taking on the responsibility for the maintenance of the CCTV system when the installation of the final phase is complete late October/early November. Until then JCEDC will continue to monitor the program as there are still open contracts with the vendors.

The Police Department, since the inception of the program, has paid the salaries of the personnel for the CCTV control room so there will not be any additional impact on the Police Department budget.

*2) can you provide something from the relative agencies that they have the funding and planing in their budgets to continue the programs that need to be?*

All grantees have been contacted. Responses are:

- Garden State Episcopal Community Development Corporation: Customer Service Skills Center training program. Without UEZ funding this program will cease due to a lack of alternative funding.
- Women Rising: Hotel Employment Training grant will probably cease due to the loss of other grant funding due to the elimination of UEZ leverage.
- Hudson Community Enterprises would continue.
- The Small Business Development Center would continue with limited services.
- Rising Tide Capital will continue.

*2) why do we need each of the positions you have chosen to keep? What is each exact responsibilities at this point?*

Cliff Adams – CFO

- Ranking member of senior staff responsible for all finance and administration matters
- Liaison between JCEDC and Jersey City Administration
- Oversees Small Business Assistance Program that includes development services and loans
- Coordinates CDFI certification process and future application for financial assistance from the CDFI Fund

- After CDFI certification, coordinate execution of expanded business plan and fund development
- Provides input to Tourism (destinationjerseycity.com) and UEZ administration

Roberta Farber- UEZ Director and Development Services Coordinator

- Responsible for Jersey City compliance with UEZ statutory and administrative requirements including adherence to project budgets where applicable, monitor appropriateness of UEZ expenditures and record retention.
- Responsible for active administration of the UEZ funded CCTV expansion project, Westside Ave. economic development study, UEZ marketing
- Responsible for orderly termination of UEZ project operations along with transition of records and remaining responsibilities to City of Jersey City
- Will play a central role in the expansion of development services both in-house and with partners. These development services are designed to lead to utilization of JCEDC financial products
- After CDFI certification, assist in fund development

Dan Frohwirth – Director of Real Estate and Relocation

- Continue to supply information to and assist companies considering relocating to Jersey City. Includes acting as liaison to appropriate City Divisions such as Planning.
- Assist with the creative side of the Tourism effort and the execution of the NJ Dept. of State DMO (Destination Marketing Organization) Tourism grant for 2012-2013 to the extent awarded. In 2011-2012 we were awarded \$114,000
- After CDFI certification will coordinate fund development

Pedro Olmeda – Loan Officer

- Primary intake staff member to the Small Business Assistance Program. In face to face meetings provides technical assistance and guides small business owners and entrepreneurs with the process of obtaining business financing. Refers clients who need additional technical assistance to partners such as Small Business Development Center at NJCU, Rising Tide Capital and SCORE (Service Corps of Retired Executives), as appropriate
- Responsible for loan files, loan servicing, review of business plans, underwriting most loan applications.
- Will assist with accounting and bookkeeping post 9/30/2012.

Florence Baron – Executive Assistant, Tourism Coordinator

- Continue to provide administrative assistance including board minutes, supply ordering, etc.
- Continue to execute the operational side of the Tourism effort including the updating of the destinationjerseycity.com website
- Continue to administer the UEZ Business Improvement Matching Grant (commercial facades up to \$20K) until the existing pipeline is completed.

Anthony Cruz – Project Officer

- Continue to provide field support for UEZ Westside Ave. study
- Continue to provide field assistance for other UEZ project monitoring.
- After CDFI certification will develop and execute a program of community outreach that will consist of needs assessment and promotion of the JCEDC Small Business Assistance Program along with other activities appropriate to a certified CDFI

*3) I noticed in the project list that people to need to monitor at this stage you have things listed like Sid. What is the edc role in those after you pay the 50,000 per Sid.*

Any UEZ grants that were awarded prior to the grants approved by the Jersey City Council in June 2012 will continue to be monitored for compliance with submitted UEZ budgets until they are completed. These grants are disbursed on a reimbursement basis. Other details are included above.

Financing the SID's is not the only role that JCEDC has played with the Special Improvement Districts. We also provide the following:

- Referral of businesses
- Assistance with events
- Technical assistance
- Loan programs

*4) what was the roles and names and comp of the people not included in the 6?*

Brenda Wilson – UEZ Certification Coordinator: This position was rendered moot by state action that transferred all UEZ certification and recertification applications to the state website. By state action, responsibility for appropriate filing was transferred to the individual business.

Miriam Tineo – Project Officer Finance and Administration: Assistant to the CFO in all bookkeeping, accounts payable and accounting and administration matters.

Ivette Feliberty – Receptionist and clerical support

Collectively the salary and fringe total for these three staff members originally budgeted for 7/1/2012 – 6/30/2013 is \$223,498

*I understand there are 6 jobs here and also understand there are 250,000 residents that rely on some of these programs so I would like to understand the long term plan?*

The JCEDC serves as a vital resource for Jersey City businesses and as such is beneficial to the community at large. We seek to continue to provide those services through the following:

- Loans
- Technical Assistance
- UEZ Assistance
- Neighborhood Planning and Revitalization
- Business Relocation and Retention
- Travel and Tourism
- Marketing

Our application has been filed to become a certified Community Development Financial Institution (CDFI). We are also working with our consultants to prepare an application for financial assistance from the CDFI Fund. We anticipate the application window to run from November 2012 to early January 2013. If approved, it will enable us to provide additional loan and development services to the business community.

Destination Jersey City is working on Super Bowl 2014 with regional partners.

JCEDC has initiated discussions with the Division of Community Development on abandoned/vacant property issues. The goal is to obtain a CDBG allocation to create a live/work building rehabilitation program.

We continue to work with our legislators to reinstitute the municipal funding component of the UEZ program.

**Question from Councilman Richardson**

*Why do we need an assistant director of tourism? I thought the person who was hired to perform those duties resigned.*

JCEDC was awarded a two year \$114,000 DMO (Destination Marketing Organization) grant per year for FY 2011-2012 and 2012-2013 from the NJ Dept. of State. The 2011-2012 grant is subject to an annual reporting requirement that is in process. After the reports are reviewed in Trenton a determination is made as to what the grant amount will be for FY 2012-2013. It is true that Lauren Hall resigned her position as Tourism Coordinator in May 2012. Prior to her leaving, however, Florence Baron worked closely with Ms. Hall to learn all about the grant mechanics and in particular the workings of the website destinationjerseycity.com. The website is the core component of the tourism effort. Ms. Baron will be continuing the operation of the website and the administration of the grant with the assistance and input of JCEDC senior staff that consists of Cliff Adams, Roberta Farber and Dan Frohwirth.

## BALANCE OF UEZ FUNDS – JCEDC RECOMMENDATIONS

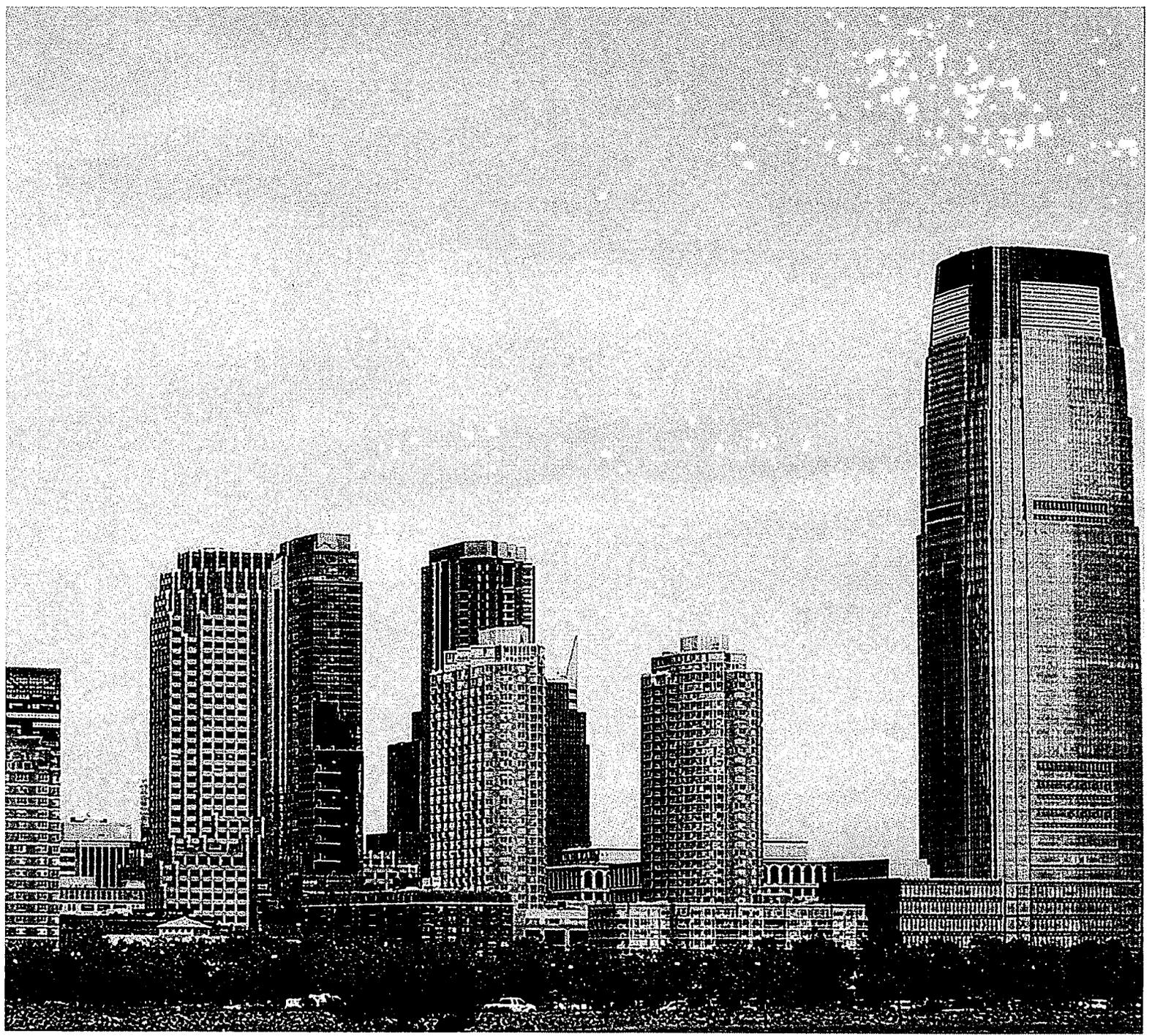
### UEZ ACCOUNT BALANCES

- **UEZ First Generation: \$439,928.25 (on hand in Jersey City accounts)**
- **UEZ Second Generation: \$1,600,000.00 (Funds from the repayment of UEZ first generation loans – on hand in JCEDC account)**
- **Total UEZ Funds Available: \$2,039,928.25**

### JCEDC RECOMMENDATIONS

- Pending Loan - \$200,000 first generation funds
- Loan Program \$1,000,000.00 - we would like to continue to provide as much needed services to the community as possible. Several of our most recent loans have been to restaurants that would have a difficult time getting funds from normal banking channels.
- Marketing Budget \$150,000.00 – The JCEDC is the only entity that has been advertising the City of Jersey City as a place to live work and play. Without a positive marketing campaign Jersey City's name will not be in the forefront of decision makers to relocate their businesses to Jersey City. Our marketing collateral is nearly diminished and we have had requests from companies such as Depository Trust who would like 2200 copies of everything we have related to Jersey City to give to their employees as part of a Welcome package and Mack Cali provides the same to new companies that move into their locations.
- Clean Streets Program – \$250,000.00 – Continue the Second Chance Program through the JCIA. This program not only provides jobs to Jersey City residents but also keeps our main streets clean of debris. This would fund the current program through approximately August 2013
- Administration of the JCEDC FY 2014 for 3 months - \$185,750.00. Additional funding for the remainder of the year will be from loan repayments and CDFI allocation. (If approved).
- Total recommendations: \$1,785,750.00

# Jersey City Economic Development Corporation EDC Activities for FY 2013



 Jersey City Economic  
Development Corporation  
Building Businesses. Building Lives.



# EDC Activities for FY 2013

The Jersey City Economic Development Corporation (JCEDC), a private, nonprofit, corporation, is dedicated to promoting, encouraging and assisting in the commercial and economic development of Jersey City.

Incorporated in 1980, the JCEDC's role in Jersey City's economic development was expanded in 1987 when the agency was appointed to administer the Urban Enterprise Zone (UEZ) program for the City. From 1987 to 2012, more than \$129 million of UEZ funds were reinvested in more than 180 UEZ-funded projects. Additionally, UEZ business enrollments accounted for the creation of more than 28,800 full-time jobs and over \$13 billion in private investments.

While UEZ funding will not be in position in the foreseeable future, the important work of the Jersey City Economic Development Corporation will continue and the organization will continue to be a most valuable resource for all businesses.

Because of the UEZ funding cutoff, the Jersey City Economic Development Corporation is now in a transition period, and plans are in position to increase services to businesses — and most especially to small businesses, which are the lifeblood of the Jersey City economy.

The JCEDC provides essential connections between the City of Jersey City, and the public and private sectors of business and business-related education and service programs. As funding for public entities is diminished on all levels, these affiliations become all the more important in delivering much-needed services to area businesses and individuals.

**The following outlines activities planned for FY 2013 at the Jersey City Economic Development Corporation.**

- Small Business Assistance Program

The Jersey City Economic Development Corporation will continue to provide technical assistance and counseling to nurture and develop underserved small businesses whether through in-house counseling or via referrals to JCEDC's partners (Small Business Development Center at New Jersey City University, SCORE

(Service Corps of Retired Executives) and Rising Tide Capital. In FY 2012, the JCEDC Small Business Assistance Program delivered more than 200 incidents of technical assistance.

A key factor in this program is the ability to provide financing to underserved businesses. This is critical to the continued existence and success of many small businesses that are deserving of financing but find that business loans from traditional lenders are unavailable to them. The current loan portfolio consists of thirteen loans totaling \$1,953,000. JCEDC intends to greatly increase the promotion of the Small Business Assistance Program by a redesign of the JCEDC website and other media.

The JCEDC will inaugurate a program to provide even more effective services to the businesses of the community. An online survey will be designed, promoted and implemented to determine the needs of local businesses. The JCEDC will work with the SIDs to conduct focus groups that will also assist in better providing services to assist area businesses. These sessions will also be designed and conducted in a manner that will allow the JCEDC to educate community businesses about the JCEDC and the ways it benefits Jersey City's continuing economic growth.

Additionally, the JCEDC has submitted all the necessary documentation to be designated as a certified Community Development Financial Institution, which will facilitate the delivery of affordable credit, capital and financial services to otherwise underserved businesses and organizations.

- Jersey City Urban Enterprise Zone Program

In recent months, the State has determined that it will not be reinvesting the reduced sales tax collected in the UEZ back into the UEZ municipalities. However, this does not mean that the UEZ program will be discontinued — eligible businesses located within the UEZ (which includes more than one-third of all of Jersey City) will be able to continue as (or become) certified

UEZ businesses and enjoy the benefits of that designation — selling certain goods and services at half the normal NJ sales tax, purchasing items related to business tax-free, being eligible for corporate tax credits on new hires, etc. Again, in working with the SIDs in the sessions described above, the JCEDC will build greater awareness of the UEZ program and provide information to those businesspeople interested in submitting applications to become certified UEZ businesses. The JCEDC UEZ program will continue to supply information to area businesses that will assist them in navigating the on-line UEZ application and renewal process that now resides on the state of New Jersey's website.

At the end of FY 2012, the JCEDC UEZ had 33 open projects totaling \$6.1 million, which the agency will monitor and oversee. These projects include business improvement grants for commercial facades, the West Side Avenue development study and implementation, build-out of CCTV Phase 3, and support of the five Special Improvement Districts.

- Real Estate Development Program

Throughout its existence, Jersey City Economic Development Corporation has gathered and maintained current information on every residential, commercial and office development in Jersey City. This information has been provided to businesses from around the nation and around the world that were interested in and eventually located or relocated to Jersey City,

bringing in new revenues and new opportunities for employment for Jersey City residents.

The Real Estate Development Program will continue to provide direct, personal connections between businesses, developers and others interested in locating here as well as information on housing, life services, retail services, and the other aspects that are vital factors in the vibrancy of life in Jersey City and are important considerations in the decision-making of locating/relocating here. The personalized services will continue to include services such as the customized walking tours developed to acquaint employees of incoming businesses (such as Depository Trust) with Jersey City, conducting meetings with businesses interested in locating/relocating to Jersey City and providing those businesses with information on Jersey City.

- Destination Jersey City

The primary vehicle for promoting tourism, Destination Jersey City — Jersey City's official Destination Marketing Organization — markets and promotes Jersey City on a local, state, national and international level through its website ([www.destinationjerseycity.com](http://www.destinationjerseycity.com)) and the daily use of social media. In FY 2011, the average length of stay at Jersey City hotels was

2.3 nights, and hotel tax revenue generated through Tourism as reported by the Jersey City Tax Office increased more than \$1,250,000. In all, conferences and meetings grew by more than 15%, more than 5.5 million people visited Liberty State Park, 750,000 people visited Liberty Science Center and 706,400 individuals made their way to the Statue of Liberty and Ellis Island departing from Jersey City.

In order to maintain current information for timely distribution and posting, the JCEDC has developed and continues to grow its database of Jersey City hotels and accommodations,

restaurants, entertainment and tourist attractions. Information is deployed via social media and press releases. Over the course of the next year, the JCEDC will collect testimonials from individuals and families who have visited Jersey City and utilize those statements in new promotional efforts. These will include updating/redesigning/rewriting various collateral materials, including the Destination Jersey City brochure and website, increased social media and targeted marketing/advertising efforts. It will also include: updating and increasing information on accommodations and restaurants on the website and other marketing materials; revamping the maps to include transportation, child and pet services and landmarks; developing and publishing articles on Jersey City in various tourism publications; seeking new opportunities for bringing national and international events to Jersey City and/or promoting Jersey City in connection with events in nearby areas (such as Grand Prix, Super Bowl 2014, PGA Golf events, etc.).

Plans are also in the works to hold a major event (perhaps towards the end of the fiscal year) that will provide potential national and international businesses and organizations to become better acquainted with Jersey City and the possibilities of holding their celebrations, functions and other events (as well as TV and film productions) here.



- Marketing Jersey City

Jersey City has always been a center for business and economic development. The City's assets — proximity to New York City and to the Northeast United States' major ports and transportation hubs, the availability of newer and more affordable business spaces, and lower operating costs, an educated workforce to name a few — have drawn and continue to

attract businesses to locate and function here.

The Jersey City Economic Development Corporation has been a primary force in the City's growth, promoting the City as the place to live, work, shop and enjoy, and it will continue to do so in the future. Now, as the corporation is being revitalized and redirected, the opportunity exists for JCEDC to play a bigger leadership role by providing greater access to resources of all kinds that will assist and help ensure that businesses — particularly microenterprises and small businesses, the very core of the City's economy — succeed and thrive here.

As is true of any municipality with a thriving economic base, Jersey City is home to companies and corporations of all kinds and sizes. While these businesses are dependent upon one another in many ways for their existence and success, they seldom interact with one another in a meaningful manner that fosters a better understanding of the necessity for their interdependence and the importance of that interdependence to the economic vitality of Jersey City.

It is, therefore, necessary to educate/reeducate the various constituencies of the JCEDC — including Special Improvement Districts, area businesses (especially small businesses), educational entities, as well as local, state and national organizations, banking and lending institutions, et al — about the JCEDC, its services, benefits, etc. In doing so, the JCEDC plans to leverage its internal sources as well as those of its partners and resources on the local, county and state levels.

The JCEDC plans to increase its outreach efforts to develop new partnerships with other area organizations. This process will involve reeducating area businesses and nonprofits about the JCEDC and its role within the economic development of the City of Jersey City. The website will be redeveloped and promotional materials will be updated. The Jersey City Economic Development Corporation will also work with its partners in the community to develop and offer a program that will provide opportunities for Jersey City's businesses — small and large — to form productive relationships with one another. This program would take the form of a series of events featuring timely topics and speakers that will address economic development issues that matter most to today's businesses. Most importantly, these events are intended to facilitate discussions between

Jersey City companies and institutions that will prove to be valuable. (The suggested format for these events is as follows: Each event should have one specific, timely topic that will be presented by members of the Jersey City Business community —this includes educational and government entities — or by other business experts. Each event will allow for a “marketplace,” where microenterprises and small businesses may set up and present information on the products and services their businesses provide. Attendees will be asked to register — so as to build the EDC database — and will be included in all EDC email blasts and notifications. The JCEDC will work with its partners and with area businesses who will act as cosponsors.) The suggested title for these events is: “Jersey City: We Help Businesses Work.”

In addition, the Jersey City Economic Development Corporation will continue to play a major role in the development and presentation of the Annual “Made in Jersey City Day.” 2013 will be the fifth annual event of this kind. Concerted promotional efforts (via website, email blast, flyers, social media) will be made to increase the number of participants and attendees.

The JCEDC will also further develop and utilize the email database it has (newsletters, email blasts about programs, opportunities and events) for its outreach and awareness building efforts.

- Seeking Funding from Other Resources

As a 501 (c) (3) nonprofit corporation that services the needs of the community, there are likely opportunities for funding from various resources — particularly foundations and private funding organizations. Over the course of the next several months, the Jersey City Economic Development Corporation will research, investigate and pursue all viable options for funding for the organization.

**Conclusion:**

As the City of Jersey City continues to grow and as funding continues to diminish, the Jersey City Economic Development Corporation intends to continue its efforts to promote Jersey City and its significant assets to potential businesses, residents and visitors, and to assist in making life here more efficient, livable, sustainable, successful and enjoyable. The JCEDC will also reinforce its role as the source and primary connection for access to financing and programs that help businesses succeed.

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

City Clerk File No. Res. 12-678

Agenda No. 10.5

Approved: SEP 12 2012

TITLE:



## RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A GRANT PROJECT AGREEMENT TO ALLOW THE CITY OF JERSEY CITY TO SERVE AS CO-GRANTEE OF A GRANT AWARDED TO THE FRIENDS OF LOEW'S, INC. BY THE COUNTY OF HUDSON

**COUNCIL,  
FOLLOWING RESOLUTION:**

**OFFERED AND MOVED ADOPTION OF THE**

**WHEREAS**, the Friends of the Loew's, Inc. (FOL) is a non-profit corporation of the State of New Jersey dedicated to preserving and renovating the Loew's Jersey City Theatre (Theatre) located at 54 Journal Square in Jersey City, New Jersey and operating and maintaining the Theatre as a multi-cultural arts and entertainment center; and

**WHEREAS**, the Theatre is owned by the City of Jersey City (City) and leased to the FOL pursuant to a Lease Agreement dated October 15, 2004 and amended by a Memorandum of Understanding executed by Mayor Jerramiah Healy on June 30, 2009; and

**WHEREAS**, the Hudson County Open Space Trust Fund ("County Trust Fund") is administered by the County of Hudson (County) and provides grants to municipal governments and to nonprofit organizations for historic preservation projects; and

**WHEREAS**, the FOL applied for and received a grant in the amount of \$600,000 from the County for the purpose of designing and installing a new air conditioning system in the Theatre as set forth in a Grant Project Agreement between the County and the FOL that was executed on August 24, 2006, attached hereto as Exhibit A; and

**WHEREAS**, on August 9, 2012, the County approved a one-year extension of the grant to August 8, 2013; and

**WHEREAS**, \$64,158.65 of the grant funds were expended on preparing plans for a new air conditioning system for the Theatre, but installation of the system is currently not possible because the cost of the system exceeds the grant balance of \$535,841.35; and

**WHEREAS**, in August 2011, the County authorized the reprogramming of the grant from funding the installation of a new air conditioning system to funding the cost of making various safety related improvements to the Theatre; and

**WHEREAS**, the specific projects and estimated related costs for design and construction specified in the reprogrammed grant are: "Restore Main Entrance Bronze Doors" - \$146,800; "Restore Fire Standpipe System" - \$132,200; "Stage Rigging Restoration" - \$75,000; "Restore House Fan for Heat & Ventilation" - \$50,000; and "Restore Emergency & Egress Lighting" - \$131,800; and

**WHEREAS**, the FOL has entered into agreements with Princeton Engineering Group and Holt, Morgan and Russell Architects (HMR) for providing design and project oversight services related to the "Restore House Fan for Heat & Ventilation" portion of the reprogrammed grant; and

**WHEREAS**, FOL wants to designate the City as "Co-Grantee" in order to assign certain rights and obligations under the Grant Contract to the City to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract; and

**WHEREAS**, the City and the FOL desire to expeditiously complete the work funded by the reprogrammed grant.

0 2 0 1 2 1 3 2 #

TITLE:

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A GRANT PROJECT AGREEMENT TO ALLOW THE CITY OF JERSEY CITY TO SERVE AS CO-GRANTEE OF A GRANT AWARDED TO THE FRIENDS OF LOEW'S, INC. BY THE COUNTY OF HUDSON**

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

1. The Mayor or Business Administrator is hereby authorized to execute the Amendment to the Grant Project Agreement among the City, the FOL, and the County that designates the City as co-grantee and sets forth the rights and responsibilities of the City as co-grantee.
2. The Amendment to the Grant Agreement shall be in substantially the form attached subject to such modifications as the Business Administrator or Corporation Counsel deems appropriate or necessary.
3. Subject to the execution of the Amendment to the Grant Agreement by the County, the Office of Management and Budget is authorized to establish an account in the amount of \$585,841.35 for the balance of the work to be completed under the Grant Project Agreement, and to seek reimbursement from the County as set forth in the Grant Project Agreement.

IW/he  
9-5-12

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

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

Certification Required   
Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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

**AMENDMENT TO HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND AGREEMENT BETWEEN THE COUNTY OF HUDSON AND FRIENDS OF LOEW'S DESIGNATING THE CITY OF JERSEY CITY AS CO-GRANTEE**

**WHEREAS**, pursuant to the Grant Agreement project ("Grant Contract") between the County of Hudson ("County") and the Friends of the Loew's ("Grantee or FOL"), which was fully executed on August 24, 2006 and reprogrammed on August 11, 2011 (Grant Project Agreement), the Hudson County Open Space Trust Fund is funding five discrete projects intended to achieve safety and health upgrades in the Loew's Jersey Theatre, specifically: "Restore Main Entrance Bronze Doors" - \$146,800; "Restore Fire Standpipe System" - \$132,200; "Stage Rigging Restoration" - \$75,000; "Restore House Fan for Heat & Ventilation" - \$50,000; and "Restore Emergency & Egress Lighting" - \$131,800; and

**WHEREAS**, on August 9, 2012, the County approved a one-year extension of the Grant Contract to August 8, 2013; and

**WHEREAS**, Section 4.02 of the Grant Contract requires authorized written consent from the County to assign or subcontract any of the Grantee's rights or obligations under the Grant Contract; and

**WHEREAS**, both the Grantee and the City of Jersey City (City) want to designate the City as "Co-Grantee" in order to assign certain rights and obligations under the Grant Contract to the City to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract.

**THEREFORE**, the County, the Grantee and the City of Jersey City agrees as follows:

1. Amendments to the Grant Contract.
  - a. Section I shall be amended such that the Co-Grantee means the City of Jersey City.
  - b. The Co-Grantee agrees to jointly assume together with the Grantee all of the Grantee's rights and responsibilities set forth in the Grant Contract and in Appendix A and B thereto with the exception of the following:
    - i. The Co-Grantee has no right to terminate the Grant Contract as set forth in Section 3.01;
    - ii. The Co-Grantee has no right to assign or subcontract any right or obligation under the grant Contract or to seek written authorization from the County to assign or subcontract any right or obligation under the Grant

Contract as set forth in Section 4.02;

- iii. The Co-Grantee will have no responsibility for the discrete project “Restore House Fan for Heat & Ventilation” described in the Grant Contract.
  - iv. The Co-Grantee will bear sole and exclusive responsibility for the activities set forth in sub-paragraph 1.c below.
- c. The Co-Grantee acknowledges that it seeks to take responsibility for initially funding and seeking reimbursement for expenditures for the work funded by the Grant Contract, with the exception of the discrete project “Restore House Fan for Heat & Ventilation.” For the bulk of the discrete projects described in the Grant Contract, (“Restore Main Entrance Bronze Doors”; “Restore Fire Standpipe System”; “Stage Rigging Restoration”; and “Restore Emergency & Egress Lighting”), the Co-Grantee agrees as follows:
- i. The Co-Grantee shall bear sole and exclusive responsibility for seeking reimbursement from the County pursuant to Section 5.06 of the Grant Contract;
  - ii. The Co-Grantee shall bear sole and exclusive responsibility for and be accountable for the receipt, handling and expenditure of grant funds pursuant to Section 5.07 of the Grant Contract; and
  - iii. The Co-Grantee shall bear sole and exclusive responsibility for maintaining the Finance Management System pursuant to Section 2.05 of the Grant Contract and for complying with any County audit request pursuant to Section 2.06 of the Grant Contract.
- d. The City agrees and acknowledges that the Grant Contract completion date is August 8, 2013. In the event that the City cannot complete its obligations under the Grant Contract by August 8, 2013, the City shall promptly notify FOL of its inability to meet the August 8, 2013 completion date, and shall jointly apply with FOL to the County for an extension of the grant completion date.

CONTRACT SIGNATURES

The parties agree to comply with the terms and conditions of the amendment to the contract set forth on the preceding pages and the original Grant Contract.

FOR THE COUNTY OF HUDSON

BY: \_\_\_\_\_  
Thomas A. DeGise  
County Executive

Dated: \_\_\_\_\_

Attest:

BY: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

FOR THE FRIENDS OF LOEW'S, INC.

BY: \_\_\_\_\_  
Patricia Giordan  
President

Dated: \_\_\_\_\_

Attest:

BY: \_\_\_\_\_  
Name:  
Title:

Dated: \_\_\_\_\_

FOR THE CITY OF JERSEY CITY

BY: \_\_\_\_\_  
Jerramiah T. Healy  
Mayor

Dated: \_\_\_\_\_

Attest:

BY: \_\_\_\_\_  
Robert Byrne  
City Clerk

Dated: \_\_\_\_\_

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT

WHEREAS, THE COUNTY OF HUDSON (THE "COUNTY") HAS BEEN DULY DESIGNATED TO ADMINISTER OR SUPERVISE THE ADMINISTRATION OF HUDSON COUNTY OPEN SPACE TRUST FUND AND HAS, IN TURN, DESIGNATED THE GRANTEE TO BE DIRECTLY RESPONSIBLE FOR THE IMPLEMENTATION AND ADMINISTRATION OF PARK AND RECREATION IMPROVEMENTS AND HISTORIC PRESERVATION PROJECTS COVERED BY THIS CONTRACT.

THEREFORE, THE COUNTY AND THE GRANTEE AGREE AS FOLLOWS:

**I. DEFINITIONS**

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

APPENDIX(ES) means the attachment(s) to this document including the Grant Terms and Conditions, Appendix "A", and the Publicity Agreement, Appendix "B".

GRANT CONTRACT means this document, the Appendix(es), any additional appendices or attachments including any approved assignments, contracts, modification(s) and all supporting documents. The Grant Contract constitutes the entire agreement between the parties.

NOTICE means an official written communication between the County and the Grantee Agency. All Notices shall be directed to the person(s) and address(es) specified for such purpose in the Appendix(es) or to such other persons as either party may designate in writing.

GRANTEE means FRIENDS OF THE LOEW'S, INC.  
(Organization Name)

TERMINATION means an official cessation of this Grant Contract resulting either from routine expiration or from action taken by the County or the Grantee Agency, in accordance with provisions contained in this Grant Contract, to nullify the contract prior to term.

Exhibit A

GRANT AGREEMENT

**II. BASIC OBLIGATIONS OF THE COUNTY**

**Section 2.01.** The County shall act as the administrator of this Grant Contract and shall not be declared by the Grantee to be a co-sponsor or sponsor of the Grantee's project, unless otherwise indicated.

**Section 2.02 Payment.** As established in the Appendix(es) payment of the grant shall be based on allowable expenditures. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Terms and Conditions of the Grant Contract. Total payment(s) shall not exceed the awarded grant amount. All payments authorized by the County under this Grant Contract shall be subject to revision on the basis of an audit or audits or on the basis of County monitoring or evaluating the Grant Contract.

**Section 2.03 Compliance with Laws.** The Grantee Agency agrees through the acceptance of this Grant Contract to comply with all applicable Federal, State, and Local Laws, rules and regulations (collectively "Laws"), including but not limited to the following State and Local Laws relating to licenser: Federal and State Laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended) P.L.1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and non-discrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of disability, and regulations thereunder. Failure to comply with the laws, rules, and regulations referenced above may result in the termination of this Grant Contract.

**Section 2.04 County Policies and Procedures.** In the administration of this Contract, the Grantee shall comply with all applicable policies and procedures issued by the County. Failure to comply with these policies and procedures shall be grounds to terminate this Grant Contract.

**Section 2.05 Finance Management System.** A comprehensive financial management system is required as are provisions for a clear audit trail of Hudson County Open Trust Fund grant funds. The Grantee must maintain all financial records, including substantiating documentation (i.e. invoices, bills, payroll vouchers), for a four (4) year period; or for a period required under any applicable state or federal record retention regulations, which ever is longer.

THE GRANTEE'S FINANCIAL MANAGEMENT SYSTEM SHALL PROVIDE FOR THE FOLLOWING:

- (a) Accurate, current, and complete disclosure of the financial results of this Grant Contract.
- (b) Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
- (c) Comparison of actual outlays with budgeted amounts for this Grant Contract.
- (d) Accounting records supported by source documentation.
- (e) Procedures to minimize elapsed time between an advanced payment issued and the disbursement of such advance funds by the Grantee.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT

**Section 2.06 Audit.** At any time during the Grant Contract term, the Grantee's overall operations, its compliance with specific Grant Contract provisions, and the operation of any assignees or sub-contractors engaged by the Grantee under Section 4.02 Assignments and Sub-contracts may be subject to audit or review by the County, by any other appropriate unit or agency of the County, State, or Federal government, and/or a private firm or firms retained or approved by the County for such purposes.

Whether or not such audits are conducted during the Grant Contract term, final financial and compliance audit of Grant Contract operations, including the relevant operation of any assignee or sub-contractors, may be conducted after Grant Contract termination. The Grantee is subject to audit up to four (4) years after Termination of the Contract.

If any audit has begun, but not completed or resolved before the end of the four (4) year period, the Grantee continues to be subject to such audit until it is completed and resolved.

The County may require submission of the Grantee annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standard for Audit of Governmental Organizations, Programs, Activities and Functions issued by the Comptroller General of the United States or other standards required by the County.

**Section 2.07 Grant Contract Reports.** The Grantee shall submit to the County programmatic and financial reports in the manner and on the due dates as set by the County.

### III. TERMINATIONS

**Section 3.01 Termination by Grantee.** The Grantee only may terminate this Grant Contract upon written notice with the effective date of cessation of the Grant Contract to the Division Chief of the County Division of Planning. If the Contract is terminated by the Grantee, the Grantee shall be obligated to return all unexpended awarded Grant Contract funds to the County and shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit.

**Section 3.02 Termination for Cause.** If the Grantee is not, or has not been in compliance with any provision(s) of this Grant Contract and its Annexes, the County may, by Notice, place the Grantee in a state of probation at which time the Grantee shall take expeditious steps to comply immediately; failure to comply may cause the County to find the Grantee in default of the Grant Contract and, in accordance with County policy and procedures, may terminate the Grant Contract and release the County from any remaining Hudson County Open Space Trust grant payment obligations.

**Section 3.03 Reduction or Termination Due to Fiscal Constraints.** Anything to the contrary in this Grant Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Grant Contract is contingent upon receipt of funds from the State of New Jersey and/or any other applicable source. If during the term of the Grant Contract, therefore, the State government or applicable source reduces its allocation to the County, the County reserves the right, upon Notice to the Grantee, to reduce or Terminate the Grant Contract.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT

IV. MISCELLANEOUS:

**Section 4.01 Application of New Jersey Law.** This Contract shall be governed, construed, and interpreted in accordance with the laws of the State of New Jersey.

**Section 4.02 Assignment and Subcontracts.** No right or obligation of the Grantee under this Grant Contract may be assigned or subcontracted. It is further understood that no funds granted herein shall be used for any purpose other than the stated purpose for which this grant is made.

**Section 4.03 Statement of Non-Influence.** No person employed by the County of Hudson has been or will be paid any fees, or compensation of any kind, or granted any gratuity by the Grantee or any representative thereof, in order to influence the awarding or administration this Grant Contract.

**Section 4.04 Exercise of Rights.** A failure or delay on the part of the County or the Grantee in exercising any right, power or privilege under this Grant Contract shall not waive any right, power or privilege. Moreover, a single or partial exercise shall not prevent another or a further exercise of that or any other right, power or privilege.

V. OBLIGATIONS OF THE GRANTEE:

**Section 5.01.** The Grantee shall not change any of the terms of this Grant Contract. If the Grantee attempts to change the Grant Contract in anyway, the grant will be null and void and the County will rescind all or part of the grant funds, or terminate the Grant Contract.

**Section 5.02.** The awarded Grant Contract is for the period stated in Appendix "A". All grant funds, as well as challenge and matching funds approved for projects specifically to be supported by this grant, must be obligated within that period.

**Section 5.03.** This awarded grant fund must be expended only for the activities described in the approved application, as stated in Appendix "A", during the specified period.

**Section 5.04.** The Grantee must abide by the publicity agreement as stated in Appendix "B". Failure to comply may result in Grant Contract termination or suspension and rescission of all or part of the awarded grant funds.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT

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**Section 5.05.** In the event the Grantee is not a municipal subdivision or a duly created statutory municipal or a County autonomous agency, the Grantee certifies that its agency is a certified non-profit agency, and recognize as such by the State of New Jersey and the Internal Revenue Service.

**Section 5.06.** Pursuant N.J.S.A 40A:5-16, the County shall pay moneys to the Grantee upon the Grantee first presenting a detailed bill of items on demand, specifying particularly how the bill or demand is made up, with the certification of the Grantee that is correct.

This certification shall be in the form of a claimant signature on the standard County voucher (Executive Order) form. Said form shall then be submitted by the Grantee to the Hudson County Division of Planning, and shall contain copies of all invoices and/or other documentation supporting the detailed list of claims on said form. Said form must be certified by the Director of Parks, Engineering and Planning, or his/her designee, having knowledge of the facts that the goods have been received by, or the services rendered to, the County prior to a payment being made to the Grantee.

The Grantee shall receive the grant funds upon the completion of this agreement by all parties and the balance of upon completion of the project or period, and the submission and approval of the County of any final reports, site inspections and/or audits.

**Section 5.07.** The Grantee is entirely accountable for the receipt, handling, and expenditure of grant funds solely for the purposes as specified in the approved application as listed in Appendix "A".

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

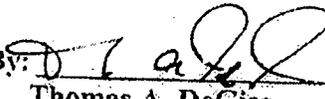
GRANT AGREEMENT

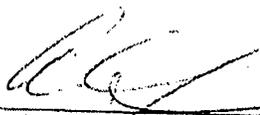
CONTRACT SIGNATURE AND DATES

THE PARTIES AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CONTRACT SET-FORTH ON THE PRECEDING PAGES AND THE REFERENCED AGENCIES.

Attest:

For the  
COUNTY OF HUDSON

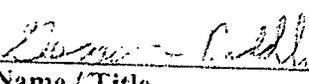
By:   
Thomas A. DeGise  
County Executive

By:   
Alberto Santos  
Fishholder Clerk

Dated: \_\_\_\_\_

Attest:

For  
Friends of the Loew's, Inc.

By:   
Name / Title  
Patricia Gordon  
President

By: Patricia Gordon - President  
Name / Title

Dated: August 24, 2006

GRANTEE CORPORATE SEAL  
(IMPRINT HERE)

10/13/05  
CONTRACT EFFECTIVE DATE

10/13/08  
CONTRACT EXPIRATION DATE

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT

APPENDIX "A" GRANT PROJECT AGREEMENT

GRANTEE: FRIENDS OF THE LOEW'S, INC.

APPLICATION NO.: HP-18-05

INCORPORATED NAME: FRIENDS OF THE LOEW'S, INC.

ADDRESS: 54 JOURNAL SQUARE  
JERSEY CITY, NJ 07306

CATEGORY OF AWARD FUNDING: HISTORIC PRESERVATION

GRANT AWARD AMOUNT: \$600,000.00

AWARDED GRANT PROJECT DESCRIPTION: THE FRIENDS OF THE LOEW'S INC. ARE AWARDED \$600,000.00 FROM THE HUDSON COUNTY OPEN SPACE TRUST FUND DEDICATED TO UPGRADING THE AIR-CONDITIONING SYSTEM TO HELP THE THEATRE ACCOMMODATE YEAR-ROUND PROGRAMING.

FISCAL YEAR OF GRANT: JANUARY 1 - DECEMBER 31

START DATE OF GRANT AWARDED PROJECT:

10/13/05

COMPLETION DATE OF GRANT AWARDED PROJECT:

10/13/08

TERMS AND CONDITIONS GOVERNING THE AWARDED GRANT

1. Friends of the Loew's, Inc., hereinafter known as the **Grantee**, shall not change any of the terms of this Grant Contract (deletions, additions, etc.) without the written permission of the County of Hudson. If a Grantee attempts to make a change without written permission, the Grant Contract will be null and void and the County of Hudson, hereinafter known as the **County**, will terminate the Grant Contract and rescind all or part of the grant.
2. Awarded Grant Projects must begin and must be completed within the fiscal year and in accordance with the Grantee stated start and completion dates. All grant funds, as well as matching funds approved for projects specifically to be supported by the grant, must be obligated within the start and completion dates.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

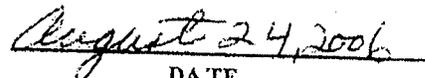
GRANT AGREEMENT

(Terms & Conditions Governing Grant, Cont.)

3. Grants must be expended solely for the activities described in the awarded grant application, unless a specific modification requested in writing has been approved in writing by the County. Any unencumbered grant funds at the end of fiscal period covering the awarded grant shall be returned to the County.
4. Grants shall not be used to repay loans or in turn loaned to other agencies for any reason.
5. Grants shall not be used as down payments or as collateral for personal self-gain.
6. **General Operating Support Recipients Only:** Purchases and rental agreements shall only be made for those goods and services which directly support the grant awarded project and only for the period covering the grant awarded fiscal year.
7. Grantees sponsoring an agency to facilitate the grant awarded project shall not replace the facilitating agency with another without the written permission of the County.
8. Grantees shall not fund any other park and recreation improvement or historic preservation project with the grant awarded funds.
9. It shall be the responsibility of the Grantee to notify the Hudson County Division of Planning in writing of any change in its mailing address or telephone number. Failure to do so may result in termination of the Grant Contract and rescission of all or part of the grant funds.
10. The Grantee shall honor all deadlines for program and final reports. Failure to do so may result in the withholding of remaining payments and/or the prohibition of future grant applications to the County.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT).

  
\_\_\_\_\_  
PRESIDENT OF GRANTEE AGENCY

  
\_\_\_\_\_  
DATE

GRANT AGREEMENT

APPENDIX "B"

PUBLICITY AGREEMENT  
BETWEEN

COUNTY OF HUDSON

AND

FRIENDS OF THE LOEW'S, INC.  
GRANTEE AGENCY

This publicity agreement is hereby incorporated into the body of the Grant Contract between the County of Hudson, and the above named Grantee, as explicit terms and conditions of the Contract. By the signature below, the Grantee agrees to abide by these terms and conditions. Failure to do so may result in rescission of all of part of the grant.

1. **PROGRAM, FLYER, ORGANIZATIONAL BROCHURE CREDIT:** The language used when crediting the County of Hudson in programs, flyers, or organizational brochures shall be set in type size not smaller than 7 pt. and will read as follows: THIS PROGRAM IS MADE POSSIBLE IN PART BY FUNDS FROM THE HUDSON COUNTY OPEN SPACE TRUST FUND, ADMINISTERED BY THE HUDSON COUNTY DIVISION OF PLANNING, THOMAS A. DEGISE, COUNTY EXECUTIVE, AND THE BOARD OF CHOSEN FREEHOLDERS. The credit line must be given on the title page of all programs, playbills, catalogues, manuscripts, organizational brochures.
2. **PUBLICITY, MARKETING AND PROMOTION:** The aforesaid credit line must be inserted in all printed materials, newspaper and magazine ads, ads in playbills or programs that are 10 column inches or larger. Press releases announcing Hudson County Open Space Trust Fund supported projects or general operating activities must include the credit line. Posters, handbills, advertising post cards, billboards, and train or bus call cards promoting projects or organizations funded through the Hudson County Open Space Trust Fund shall include the credit line. The credit line also must be incorporated in all paid or donated radio and television advertising spots longer than fifteen (15) seconds.
3. **ADVERTISING:** Any advertising, regardless of size or length, placed by the Grantee that credits another funding source must also credit the Hudson County Open Space Trust Fund.
4. **SUBMISSION OF PUBLICITY MATERIAL:** The Grantee shall send to the Hudson County Division of Planning copies of all publicity, marketing, promotional materials, programs, catalogues, flyers, posters, mailers, etc. utilized by the Grantee in the promotion of the program or project funded by the Hudson County Open Space Trust Fund.
5. **CO-SPONSORSHIP:** Under no circumstances may a Grantee state or imply that its program and/or activities are "sponsored" or "co-sponsored" by the Hudson County Division of Planning or the County of Hudson, without the expressed written consent of the County. Those programs that are "co-sponsored" will have additional, specific publicity requirements dependent on the program at the time of negotiation.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT

6. **CONSTRUCTION SIGNAGE:** The Grantee shall erect and maintain for the duration of the project a construction sign that identifies the project as funded by the Hudson County Open Space Trust Fund and meets Hudson County's specifications for size, content and design according to the detail sheet provided by Hudson County.

7. **SIGNAGE PLACEMENT:** Hudson County shall provide the Grantee with one or more signs that identify the parkland or facility as a Hudson County funded site dedicated to permanent recreation and open space or historic preservation. The grantee shall post the sign(s) in a prominent place or places on the funded parkland or, as applicable, at the recreation and conservation facility, and shall maintain such sign(s).

8. **SIGNAGE RELOCATION:** Grantee receives approval to divert or dispose of funded parkland under the procedures in the Open Space Trust Fund Program Statement (Revised January 26, 2006), the grantee shall relocate the sign identifying the parkland and/or recreation and conservation facility as a Hudson County funded site to the replacement land and/or recreation and conservation facility approved by the Hudson County Board of Chosen Freeholders.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT)

Patricia Jordan  
GRANTEE AGENCY/ORGINIZATION

August 24, 2006  
DATE

BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON

RESOLUTION

No. 320-8-2011

On Motion of Freeholder Bomano  
Seconded by Freeholder DiDomenico

AUTHORIZING ONE (1) YEAR GRANT EXTENSIONS  
AND  
REPROGRAMMING REQUESTS TO OPEN SPACE TRUST FUND GRANTEES  
FOR  
NUMEROUS OPEN SPACE ACQUISITION,  
PARK IMPROVEMENT, AND HISTORIC PRESERVATION PROJECTS  
THROUGHOUT THE COUNTY  
(\$11,157,756.00)

**WHEREAS**, on November 3, 2003 the voters of Hudson County approved a public question referendum at the general election ballot authorizing the governing body of the County of Hudson to establish a dedicated tax for the purposes of land acquisition for open space, capital improvements to parks, and preservation of historic sites; and

**WHEREAS**, on May 13, 2004, the Board of Chosen Freeholders approved a resolution establishing the Open Space Trust Fund Program Statement which governs the operation and management of the Open Space Trust Fund and its Advisory Board; and

**WHEREAS**, the Open Space Trust Fund Program Statement established a three (3) year limit on all Open Space Trust Fund grants; and

**WHEREAS**, the Open Space Trust Fund Statement permits the County to authorize one (1) year grant extensions to applicants whose projects have taken longer than initially expected; and

**WHEREAS**, on June 28, 2011, letters were sent to all grantees whose initial three year grants or one year extensions were set to expire in August 2011; and

**WHEREAS**, grantees were requested to submit a Project Status Report to the Open Space Advisory Board and the Advisory Board then determined that it would be appropriate to reprogram funds toward "shovel ready" projects, and not to disturb the balance among municipalities; and

**WHEREAS**, the Advisory Board made the following recommendations:

- A. Application Number: HP-18-05  
Applicant/Grantee: Friends of the Loew's Jersey Theatre  
Project Name: Restoration of Historic Theater  
Remaining Funds: \$535,841.40  
Recommendation: One year extension and reprogramming for life, health safety upgrades to theater including Sprinklers, standpipe, emergency lighting, stage rigging, fan and ventilation rehabilitation and emergency egress lighting.

**BOARD OF CHOSEN FREEHOLDERS  
COUNTY OF HUDSON  
RESOLUTION**

No. \_\_\_\_\_

On Motion of Freeholder \_\_\_\_\_  
Seconded by Freeholder \_\_\_\_\_

- A. HP-18-05  
Friends of the Loew's Jersey Theatre  
Restoration of Historic Theater  
\$535,841.40

Freeholder	Aye	Nay	Abst.	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli	/				Rivas	/			
DiDomenico	/				Rivers	/			
Deblin	/				Romano	/			
Liggio	/				Chairperson O'Dea				/
Munoz	/								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 11 day of Aug. A.D. 2011, the foregoing resolution was adopted with 7 members voting in the affirmative and 0 in the negative. *+ 1 abstaining*

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Clerk

BY: \_\_\_\_\_  
**DONATO J. BATTISTA**  
HUDSON COUNTY COUNSEL

- B. HP-16-05  
City of Jersey City  
Apple Tree House Phase II, Interior Restoration  
\$600,000.00

Freeholder	Aye	Nay	Abst.	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli	/				Rivas	/			
DiDomenico	/				Rivers	/			
Deblin	/				Romano	/			
Liggio	/				Chairperson O'Dea				/
Munoz	/								

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 11 day of Aug. A.D. 2011, the foregoing resolution was adopted with 7 members voting in the affirmative and 0 in the negative. *+ 1 abstaining*

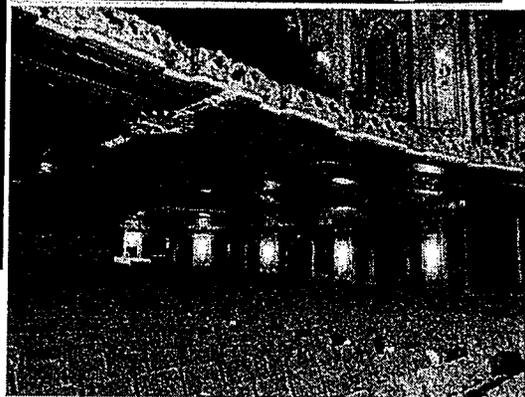
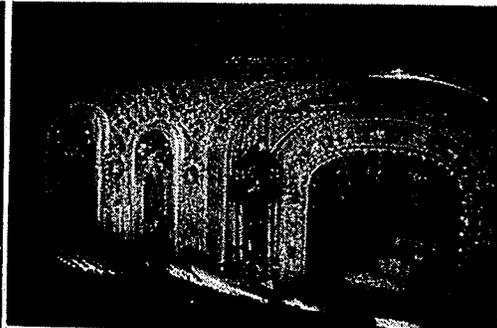
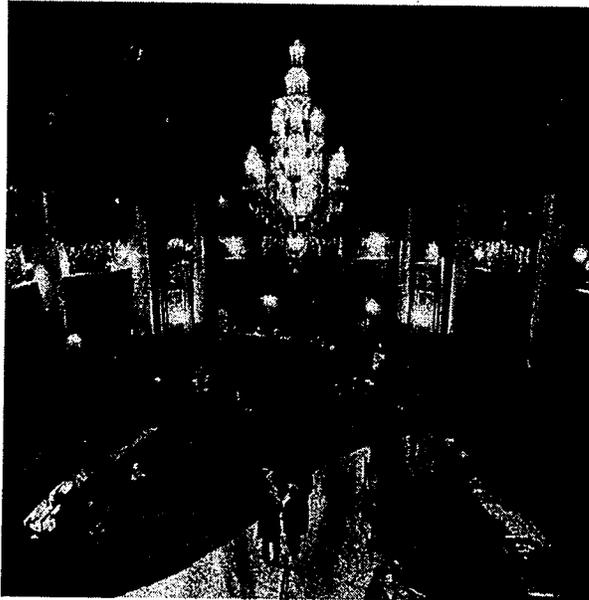
APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Clerk

BY: \_\_\_\_\_  
**DONATO J. BATTISTA**  
HUDSON COUNTY COUNSEL



**Renaissance & Renewal**  
**Loew's Jersey**  
**Theatre**  
**Safety & Health**  
**Upgrades**



Request to Reprogram Remaining Balance of Project No. HP-18-05  
Hudson County Open Space Trust Fund



In 2005, the Hudson County Open Space Trust fund generously awarded a \$600,000 grant to Friends of the Loew's for the design and installation of a new air conditioning system for the landmark Loew's Jersey Theatre.

Within just a few months of the award, however, Jersey City raised a significant challenge to the Lease of the Loew's that it had signed with Friends of the Loew's just one year before.

The challenge prevented FOL from being able to make significant progress in many important areas, including the HCOSTF grant. Planning and design was undertaken, but construction was fore-stalled.

In 2009, the City and FOL agreed on a Memorandum of Understanding that ended the challenge to the Lease of the Theatre. In that Memo of Understanding, the City agreed to provide additional funding for the air conditioning work to make up for whatever cost increase had occurred in the years that the Lease was being challenged and progress on the HCOSTF grant was stalled. This was to be in addition to safety and other upgrades that the original Lease and the Memo of Understanding stipulated that the City would find funding for. At the City's requests, FOL agreed that upon provision of the necessary funding, the City's Division of Architecture would coordinate work at the Theatre in conjunction with FOL's architect.

In the Fall of 2009, the City's Business Administrator directed the City's Division of Architecture to combine planning and bidding for the safety upgrades and air conditioning work in the belief that this would achieve the greatest efficiency in construction. Final planning for the air conditioning installation was therefore put on hold while the City funded development by FOL's architect of a Historic Structures Report which updated and expanded previous outlines of code-related and other necessary work and provided updated cost estimates. Subsequently, the City funded the development of plans and specification for various life safety improvements identified in the Historic Structures report. These plans and specifications are currently nearing completion.

Unfortunately, the City now tells FOL that the economic downturn and cutback in the Urban Enterprise Zone program make it impossible for the City to provide funding for the safety improvements or the additional funding for the air conditioning work.

Because of this, Friends of the Loew's cannot represent that the work of the HCOSTF's air conditioning grant will be completed in one more year. Also, given the City's current inability to fund important safety and health repairs, finding an alternative way to proceed with such work is extremely important. For these reasons, FOL is now requesting that the \$535,841.35 remaining balance of HCOSTF Project HP-18-05 be re-programmed. (\$64,158.65 was spent in the development of 90% complete plans and specifications for the air conditioning work.)

The projects to which we request the funds be reprogrammed are described in the following pages. Each project has been identified by both the Historic Structures Report and the every-day experience of the Theatre's management as being vital to improving the safe and reliable operation of the Theatre and furthering its restoration. Each project has plans that are either complete or in progress, and all can be put out for bid and completed within one year.

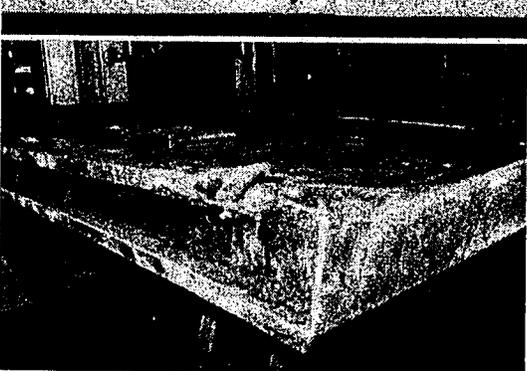
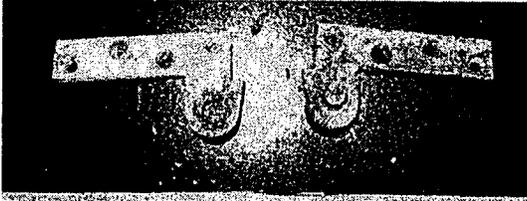
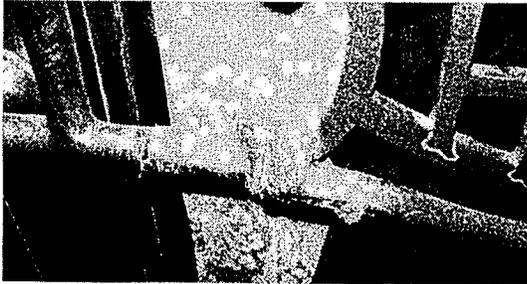
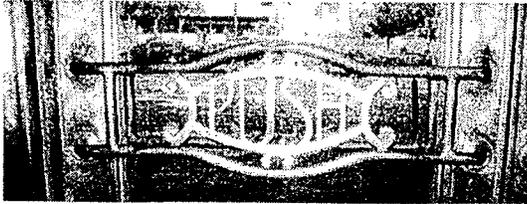
Friends of the Loew's thanks the HCOSTF Board for the opportunity to make this request. Though we regret the inability to move forward with the original work of the grant, the plans that were developed specify an advanced, highly efficient air conditioning system and will therefore be used when funding for that work becomes available. Moreover, we believe that the overall goal of preserving, restoring and operating the Loew's is equally served by proceeding with the projects proposed here.

**Renaissance & Renewal  
Loew's Jersey Theatre  
Safety & Health Upgrades**

**Project Summaries**

<b><i>Project</i></b>	<b><i>Cost</i></b>
<b>Restore Main Entrance Bronze Doors</b>	<b>\$ 146,800</b>
<b>Restore Fire Standpipe System</b>	<b>\$ 132,200</b>
<b>Stage Rigging Restoration</b>	<b>\$ 75,000</b>
<b>Restore House Fan for Heat &amp; Ventilation</b>	<b>\$ 50,000</b>
<b>Restore Emergency &amp; Egress Lighting</b>	<b>\$ 131,800</b>
<b>Total</b>	<b>\$ 535,800</b>

# Restore Main Entrance Bronze Doors



**Introduction:** The elegant, finely detailed bronze entranceway of the Loew's is intended to set the stage for the grand experience that awaits within. Even more fundamentally, the two sets of doors — four pair leading directly from the street to a marbled outer lobby and another four leading from that outer lobby to the grand lobby — are critical to the basic functionality of the Theatre as the portal through which over 3,000 patrons must pass comfortably and safely. The doors must therefore both look good and operate properly.

**Existing Condition:** Unfortunately, 82 years of use have taken their toll on the doors. Some bind and do not close properly while others slam shut with potentially damaging force and therefore no longer operate in ways that are safe and compliant with building and fire codes. Screws holding cast bronze molding around the center glass panes are loose or missing, threatening the integrity of the doors. Top and bottom latches are badly worn, threatening the security of the Theatre. Most of the ornate bronze "Push" bars and pull handles are either damaged or missing.

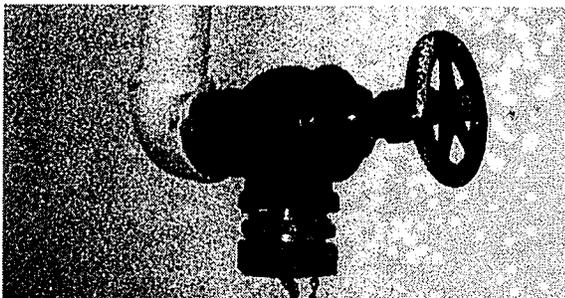
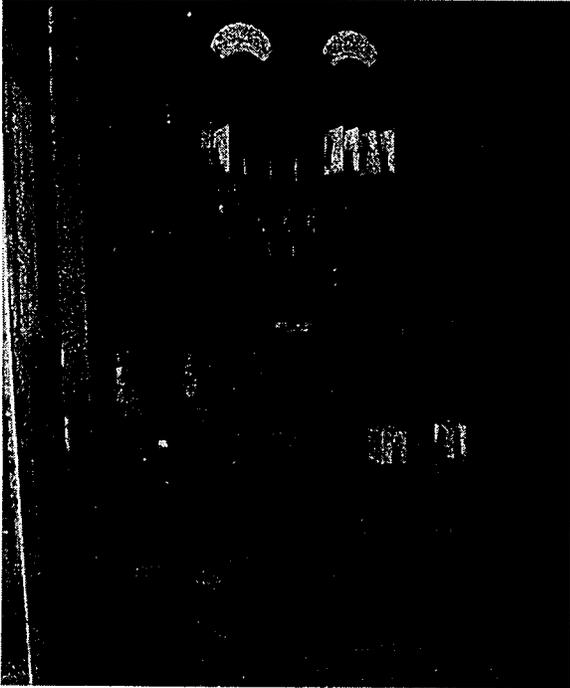
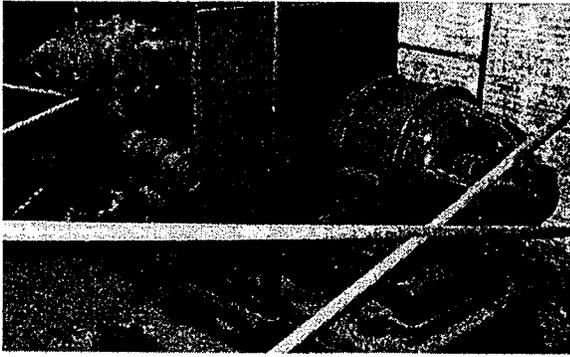
**Proposed Work:** Restore the appearance, functionality and code compliance of the bronze entrance doors, including: replacement of all operating hardware (hinges, closers, hold opens, latches); casting and installing replacement "Push" and pull bronze handles; dismantle, clean and reinstall doors.

**Cost Estimate:** \$146,800.

**Status:** Plans & specifications, by HMR Architects, are 95% complete.

**Photos:** (From Top) Outside view showing only door pair with cast bronze pulls on left. Interior view of a surviving "Push" handle. Detail of broken "Push" handle, held together with tape. Photo of extant top pivot hinge parts, showing corrosion and wear. (Hinges such as this are still manufactured and available off the shelf.) Close up of damage to door bottom caused when door, no longer hanging properly, drags on bottom hinge and saddle when opened and closed. Photo recent door inspection during which deteriorated conditions were examined.

# Restore Fire Standpipe System



**Introduction:** The Loew's Jersey was built with a fire standpipe system — essentially, indoor fire hydrants which were intended to provide firefighters with the means of accessing water throughout the structure. There are 22 individually valved hose connections located throughout the Loew's. The system was connected to the building's water supply, which was pressurized by a fire pump in the basement, and could also be fed from two exterior locations by hoses connected to fire pumper trucks.

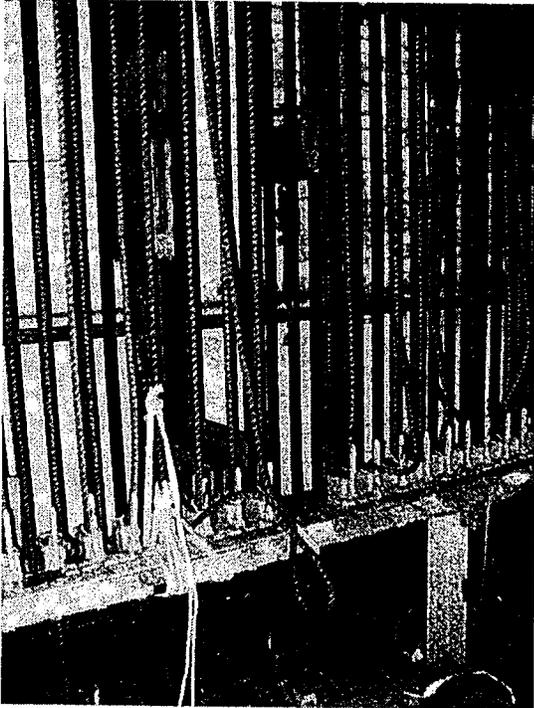
**Existing condition:** When the Loew's was closed and prepped for demolition in 1986, the water feed for both domestic use and the standpipe system was cut. When the water connection was re-installed in the late 1990s, only domestic use was re-established; the fire standpipe system remained disconnected from the water feed. Moreover, the existing, non-operating, fire pump and controls no longer meet code. The lack of a functioning standpipe system in the Loew's is a serious violation of the fire code which could make it harder to contain a fire and therefore poses the potential risk of greater injury as well as greater damage to the landmark structure .

**Proposed work:** Installation of a new, code-compliant fire pump and controls; reconnection of the standpipe system to water supply; inspect and repair, as needed, of existing piping.

**Estimated cost:** \$132,200.

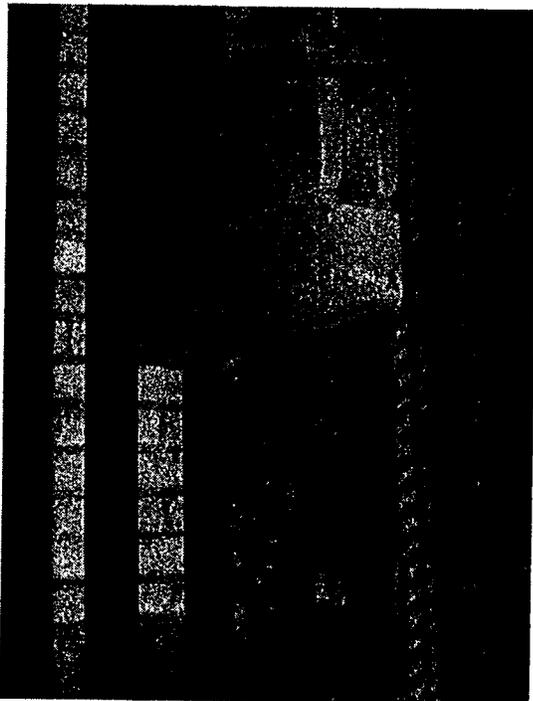
**Status:** Plans and specifications by PEG consulting engineers, with HMR, are 60% complete, and will be ready for bid by the end of Summer.

**Photos:** (From Top) Extant non-functioning fire pump. Knife switch and open bus controls for the pump; neither pump nor controls meet current code. The currently valved off and disconnected water feed for the standpipe system. A typical standpipe hose connection, one of 22 throughout the Theatre.



# Stage Rigging Restoration

**Introduction:** One of the most fundamental parts of a working, legitimate stage is the system of counterweighted battens suspended over head. Essentially pipes that run the width of the stage, these are used to hang lighting instruments, draperies and other backdrops, and even props. Each batten hangs from several metal cables which, in turn, are run through a series of pulleys and are connected to a movable counterweight frame that can be pulled up and down a track that is located along a side wall in the stage wings. Cast iron weights can be stacked in each of those frames to equal the weight of whatever is hung from the connected batten. This counterweighting allows a batten to be safely raised, suspended or lowered even when a heavy load of stage lights or drapes are hanging from it.



**Existing conditions:** The original stage rigging system in the Loew's is mostly intact and is used during both live stage and film programs. It is, however, showing significant effects of age: The rope hand lines used to raise and lower the weighted frames, at 82 years old, are stretching and splintering and long past their recommended useful life. The metal cabling that runs from the weighted frames to the battens is similarly past its recommended life and should be replaced on a preventative basis. Some of the many pulleys through which the ropes and cables pass squeak noticeably and stick, indicating they need to be lubricated and inspected for wear. Of 46 lines, ten are currently jammed and immobile, while at least ten more function with difficulty.

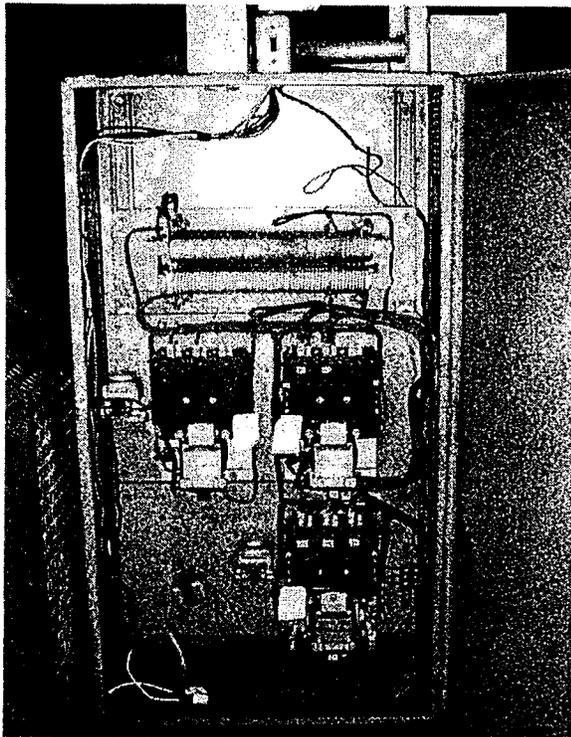
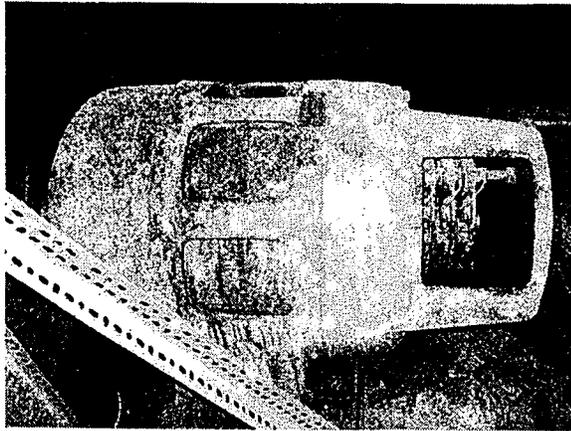
To ensure continued safe and reliable stage operation, these lines must be inspected and overhauled.

**Proposed Work:** Replace existing rope hand lines and metal cables plus connecting hardware, inspect and adjust as needed pulleys.

**Cost:** \$75,000

**Status:** Solicit two to four additional proposals from specialized rigging contractors for the above defined scope, and proceed.

**Photos:** (From Top) The locking rail, located along a side wall in the stage wings, included the rope hand lines that raise and lower the individual weighted frames, each of which is attached by metal cables to one of the 46 battens over the stage. Note the excessive slack in many of the hand lines. Close-up of aged rope attached to weight frame.



# Restore House Fan For Heat & Ventilation

General: The Loew's was built with a forced air system of circulating both heated and chilled air. This system is the primary means of heating the structure. It is also the means of providing code-required air circulation and ventilation for the health and comfort of patrons. The heart of this system is one large fan connected to an extensive system of large-ducts. The fan and ducts provide large volumes of air at low pressure to ensure quiet operation throughout the Theatre.

Existing Conditions: The house fan is original, although its motor and controls were rebuilt once in the Theatre's life, apparently some sixty years ago. At that time, the ability to vary the speed of the fan was lost, and it now operates only at one speed. The fan itself still turns freely on its bearings. However, its motor and motor controller are malfunctioning, causing loud, very noticeable vibrations. The deteriorating condition will eventually cause the motor to stop working altogether and, possibly, seize while the fan is turning, potentially causing serious damage to the fan and its bearing. The deteriorated condition has forced Theatre management to not use the fan, making fast and efficient heating in winter impossible and denying code-required ventilation all year round. Because of its vital role in all air circulation, repair of the fan was part of the scope of the planned A.C. work.

Proposed Work: Replace the existing fan motor and motor controller with new, more efficient units that will also restore variable speed control, something that will be necessary for the eventual installation of a new air conditioning system. The drive belts between motor and fan will also be replaced.

Cost: \$50,000

Status: Contracts with HMR and PEG for specification of a new motor and motor starter and supervision of their installation have been signed as part of the planned air conditioning work. Finalization of draft equipment specifications can be completed in days.

Photos: (From Top) The house fan's 82 year old deteriorating motor. The motor starter installed some six decades ago is also malfunctioning. The fan itself still turns freely on its bearings, driven by a large belt drive connected to the motor.

# Restore Emergency & Egress Lighting

General: Adequate lighting is fundamental to the comfort and safety of everyone who uses the Loew's Jersey. When the Theatre was built, it was equipped with a separate electric feed that would power selected lighting circuits in the event of failure of the main electric feed. This, however, would have been of no use in the event of an area-wide blackout. At some point in the building's life, a small gas-fire generator was installed to provide emergency power for lighting.

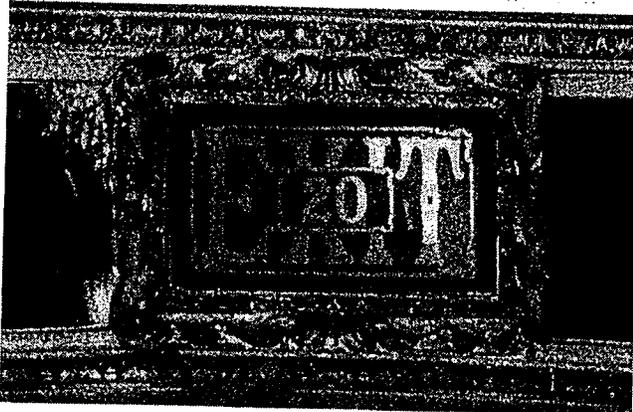
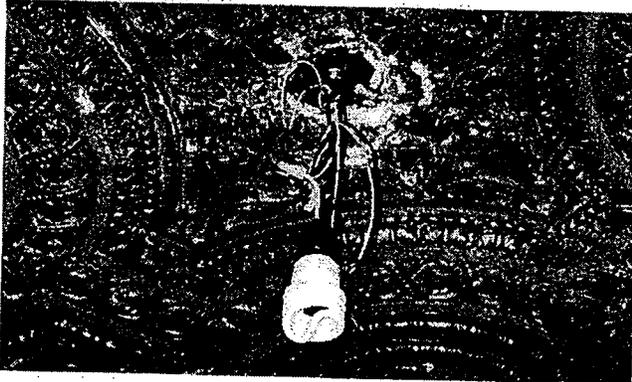
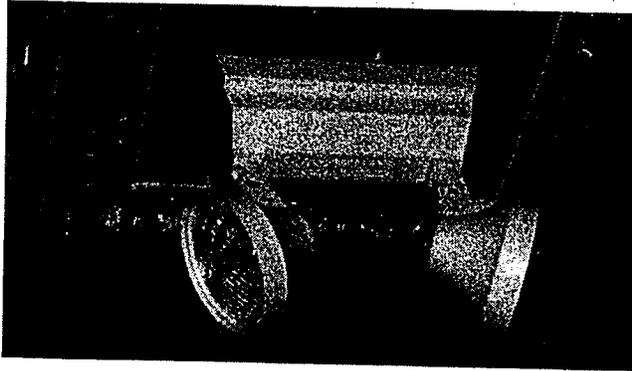
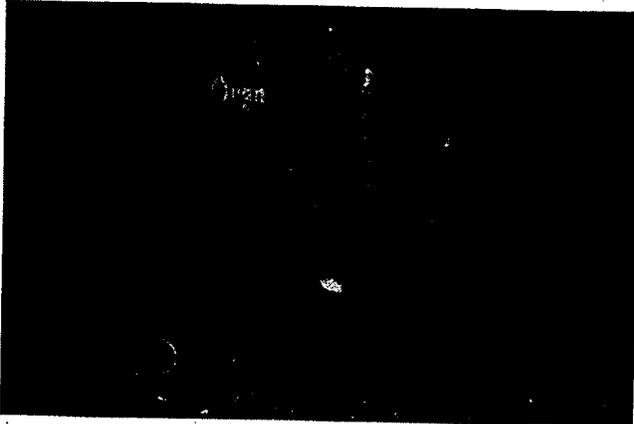
Existing Conditions: Unfortunately, the generator was not large enough to adequately power the emergency light circuits. Moreover, it deteriorated while the Theatre was closed in preparation for demolition, and was removed in the mid-1990s. In the late 1990s, battery powered emergency light units were installed in limited areas of the Theatre. However, current building and fire codes require far more extensive and brighter emergency lighting than is currently provided in the Theater.

Proposed Work: Installation of power inverters (essentially large, high efficiency batteries) to power the original emergency lighting circuits plus some additional circuits in the event that the electric supply from the power utility is disrupted. This work will also include replacement of some missing light fixtures and exit signs (removed when the Theatre was closed for demolition) that are part of the emergency circuits. Battery powered emergency light units and exit signs will be installed in the dressing room and other non-public areas.

Cost: \$131,800

Status: Plans and specifications by PEG consulting engineers, with HMR, are 70% complete, and will be ready for bid by the end of Summer.

Photos: (From Top) Abandoned, undersized emergency generator. Battery powered emergency light unit currently in lobby. Example of missing egress light fixture. Original "Exit" sign that will be powered through an inverter in the event of a blackout.



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

City Clerk File No. Res. 12-679

Agenda No. 10.T

Approved: SEP 12 2012

TITLE:



**RESOLUTION AUTHORIZING AN EXTENSION THROUGH NOVEMBER 5, 2012, (AS AUTHORIZED AND PURSUANT TO ORDINANCE 12-090 "LIVING WAGE ORDINANCE") FOR THE CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE**

COUNCIL  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

**WHEREAS**, Resolution No. 09-696, approved on August 12, 2009, awarded a one-year contract in the total amount of \$572,453.44 to Bowles Corporate Services to provide security guard services for various locations for the City of Jersey City (City), Department of Public Works / Administrative Services; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for up to two (2) additional one year terms; and

**WHEREAS**, Resolution No. 10-599, approved on August 25, 2010, exercised the first option to renew the contract for the total amount of \$572,453.44; and

**WHEREAS**, Resolution No. 11-620, approved on August 31, 2011, exercised the final option to renew the contract for the total amount of \$572,453.44; and

**WHEREAS**, Bowles Corporate was acquired by U.S. Security Associates on December 30, 2011; and

**WHEREAS**, it is necessary to extend the contract for security guard services through a date no later than November 5, 2012 allowing the City to provide for an orderly transition as it prepares new bid specifications to comply with recently enacted Ordinance 12-090 "Living Wage Ordinance"; and

**WHEREAS**, the total cost of the contract extension is one hundred and twenty thousand and zero cents (\$120,000); and

**WHEREAS**, funds in the amount of \$120,000 are available in Unclassified Office Services Account No. 12-01-201-31-433-314.

**WHEREAS**, this change order increases the contract amount by more than 20% and N.J.A.C. 5:30-11.9 requires the adoption of a resolution authorizing all change orders in excess of twenty percent.

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING AN EXTENSION THROUGH NOVEMBER 5, 2012, (AS AUTHORIZED AND PURSUANT TO ORDINANCE 12-090 "LIVING WAGE ORDINANCE") FOR THE CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE**

**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 extend the contract with U.S. Security Associates to provide security guard services for the Department of Public Works / Administrative Services;
- 2) The extension is for a maximum of 72 days (effective as of August 26, 2012 through November 5, 2012), and the total cost of the contract shall not exceed \$120,000;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract shall be subject to the availability and appropriation of sufficient funds in the 2012 calendar year permanent budget; and
- 4) Notice of this change order shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Unclassified Office Services Account No. 12-01-201-31-433-314 for payment of the above resolution.

**PO # 107571**

RWH/sb

August 21, 2012

APPROVED: Rodney W. Hadley 9/18/12 Rodney W. Hadley, Director, Department of Public Works

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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 AN EXTENSION THROUGH NOVEMBER 5, 2012, (AS AUTHORIZED AND PURSUANT TO ORDINANCE 12-090 "LIVING WAGE ORDINANCE") FOR THE CONTRACT WITH U.S. SECURITY ASSOCIATES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS CITYWIDE**

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

Rodney W. Hadley, Director of the Department of Public Works for Administrative Services.

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

To provide Security Guard Services for various locations Citywide.

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

Resolution authorizing an extension of a contract with U.S. Security Associates to provide Security Guard Services for various locations Citywide not to extend past 11/5/12 (effective as of August 26, 2012) for the Department of Administration, Administrative Services.

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

To provide Security Guard Services for various locations Citywide.

**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 contract extension is one hundred thousand dollars (\$120,000).

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

Upon adoption by The Jersey City Municipal Council.

**8. Anticipated completion date:**

November 5, 2012.

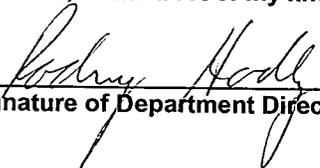
**9. Person responsible for coordinating proposed program, project, etc.:**

Steve Miller, Confidential Assistant, Administrative Services.

**10. Additional comments:**

Resolution proposed at the recommendation of Steve Miller.

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

9/5/12  
\_\_\_\_\_  
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. Resolution authorizing an extension of a contract with U.S. Security Associates to provide Security Guard Services for various locations Citywide not to extend past November 5, 2012 (as of August 26, 2012) for the Department of Administration, Administrative Services.
3. The total funds requested for this purpose is one hundred thousand dollars (\$120,000) with a temporary encumbrancy of seventy five thousand (\$120,000).
4. The funds are available in Administrative Services Unclassified Office Services Account No. 12-01-201-31-433-314.
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: \_\_\_\_\_

9/5/12

  
\_\_\_\_\_  
Rodney W. Hadley  
Director of Department of Public Works

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

City Clerk File No. \_\_\_\_\_ Res. 12-680

Agenda No. \_\_\_\_\_ 10. U

Approved: \_\_\_\_\_ SEP 12 2012

TITLE:



## Resolution Celebrating Hispanic Heritage Month from September 15<sup>th</sup> to October 15, 2012

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

**WHEREAS**, in 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic Heritage Week. The observance was expanded in 1988 into a month long celebration held September 15 to October 15; and

**WHEREAS**, each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures, and contributions of American citizens whose ancestors come from Mexico, the Caribbean and Central and South America; and

**WHEREAS**, Hispanics have overcome great obstacles to persevere and flourish in every sector of our society. Hispanics represent a wide range of nationalities and backgrounds. During National Hispanic heritage Month, we take this month to celebrate the immeasurable contributions Hispanics have made to our city and our nation; and

**WHEREAS**, every year, the City of Jersey City celebrates Hispanic Heritage Month. This year the Office of the Mayor, Jersey City Municipal Council, Dept of Cultural Affairs and the Hudson County Hispanic Heritage Foundation will celebrate by honoring outstanding, dedicated and longtime City employees and private citizens who give back to the community in their own distinct ways.

**WHEREAS**, the program will be held on Thursday, October 4, 2012 at the Jersey City Municipal Council Chambers from 5:30 -9:00 pm. The speaker for the night will be Jersey City resident Juan Cartagena, President and General Counsel for the Latino Justice PRLDEF. Honorees for the night are Susan L. Pabon, Jersey City Fire Department; Alex Perez, Jersey City Department of Cultural Affairs; Pat Bullon, Business Woman and Entrepreneur; Frank Rentas, Jersey City Comptroller; Noemi Escobar, Jersey City Purchasing Department; Maria L. Nieves, CEO of the Hudson County Chambers of Commerce; Lillian Hernandez, Founder & Director of Dress for Success; Lucy Santiago, Founder of Fundación Manos a la Ayuda; and Hector Ortiz, Jersey City Dept of Public Works-Automotive Division

**NOW, THEREFORE, BE IT RESOLVED**, that the municipal Council of the City of Jersey City joins the nation in celebrating Hispanic Heritage Month from September 15 to October 15, 2012.

**BE IT FURTHER RESOLVED**; that the Municipal Council of the City of Jersey City does hereby urge residents to attend the program held on October 4<sup>th</sup> 2012.

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

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

APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				9/12/12							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			LAVARRO	✓		
DONNELLY	✓			FULOP	ABSENT			RICHARDSON	✓		
LOPEZ	✓			MASSEY	✓			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