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

City Clerk File No. Res. 14.293

Agenda No. 10.A

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2014 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2014 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2014 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **$343,760,536.90**

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

1. An emergency temporary appropriation is hereby created for:

		FROM:	TO:
30-471	Prior Year Bills	$1,992	$10,607
27-330	HHS Director's Office OE	$27,835	$72,835
27-331	Health Division OE	$372,960	$407,960
46-870	Debt Service	$0	$630,000
20-885	Tax Overpayments	$600,000	$1,200,000
20-886	Tax Appeal Interest	$20,000	$40,000
	Recycling Tonnage Grant 2011	$0	$122,179
	Cops in Shops	$0	$3,439
	TOTAL INCREASE:		**$1,464,233**

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2014 Municipal Budget.

APPROVED: Donna Maye, CFO

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ET (Resolution Authorizing an Emergency Temporary Appropriation)

Initiator

Department/Division	Administration	Budget
Name/Title	Rozani Pelc-Penteado	Principal Account Clerk
Phone/email	201-547-4964	PelcR@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To increase the temporary budget to cover expenses as well as include new grants received.
Prior Year Bills (Jersey City Police Department prior year bill for communications)
HHS (An increase in funds to cover invoices from the United Way for emergency warming centers for the homeless in below zero temperatures)
Debt Service (Funds to cover payment of principal that was not included in the original temporary budget)

I certify that all the facts presented herein are accurate.

Rozani Pelc-Penteado May 6, 2014

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

City Clerk File No. Res. 14.294

Agenda No. 10.B

Approved: MAY 14 2014

TITLE:

CANCELLATION OF 2014 LAND VALUE ON BLOCK 11603 LOT 24 QUAL C4201, ALSO KNOWN AS 2 SECOND STREET

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Jersey City Tax Assessor has informed the Tax Collector's Office that Block 11603 Lot 24 Qual C4201 has been seized by the United States of America on July 2, 2013; and

WHEREAS, The United States of America is tax exempt and the 2014 taxes should be canceled; and

WHEREAS, the Jersey City Tax Assessor would like to cancel the 2014 land value of $ 8,400 which equals to $ 313.57; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that Block 11603 Lot 24 Qual C4201 also known as 2 Second Street, Jersey City, New Jersey, is canceled in the amount of $313.57.

APPROVED:

APPROVED:

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Cancellation of 2014 land value on Block 11603 Lot 24 Qual. C4201, also known as 2 Second Street

Initiator

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The property was seized by the United States of America and is a tax exempt entity. The property was billed for the 1st & 2nd quarter 2014 land taxes. Since the property is tax exempt the taxes in the amount of $ 313.57 should be canceled.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4-30-14

20131010010091470 1/10
10/10/2013 10:28:40 AM DEED
Bk: 8937 Pg: 751
Pamela E. Gardner
Hudson County, Register of Deeds
Receipt No. 845248

RECEIVED
2013 AUG 15 PM 2:52
US MARSHAL EDNY

SLR:LDM/BDM/BGK:KKO
F. #2011R01068

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- - - - - - - - - - - - - - - - - - X

UNITED STATES OF AMERICA,

Plaintiff,

- against -

GARY FOSTER,

Defendant.

- - - - - - - - - - - - - - - - - - X

FINAL ORDER OF FORFEITURE

Crim. Docket No. 11-601 (ENV)

WHEREAS, on September 6, 2011, the defendant, GARY FOSTER, entered a plea of guilty to Count One of the above-captioned information, charging a violation of 18 U.S.C. § 1344; and

WHEREAS, on June 20, 2012, this Court entered a Preliminary Order of Forfeiture pursuant to Rule 32.2 of the Federal Rules of Criminal Procedure in which the defendant agreed to forfeit to the United States the following as constituting and/or derived from proceeds that the defendant obtained, directly or indirectly, as a result of the defendant's violation of 18 U.S.C. § 1344, and/or constitute substitute assets, and thus are subject to forfeiture to the United States pursuant to 18 U.S.C. § 981(a)(1)(C), 21 U.S.C. § 853(p), and 28 U.S.C. § 2461:

(a) All of defendant's right, title and interest in the following real property and all proceeds traceable thereto:

(i) The real property and premises located at 6 North Browning Avenue, Tenafly, New Jersey 07670, located in Bergen County, also designated as Lot Number 18.01, Block Number 303 on the Bergen County tax map (the "North Browning Avenue Property");

(ii) The real property and premises located at 2 2nd Street, 4201, Jersey City, New Jersey 07302 in Bergen County, also designated as Block Number 15, Lot Number 32, Qualifier #C4201 on the municipal tax map of the City of Jersey City (the "First 2nd Street Property");

(iii) The real property and premises located at 3 Stephen Drive, Englewood Cliffs, New Jersey 07632 in Bergen County, Lot Number 4, Block Number 1003 on the Bergen County tax map (the "Stephen Drive Property");

(iv) The real property and premises located at 18 West 48th Street, Unit 33A, New York, New York 10036, located in New York County, also designated as Lot Number 1142, Block Number 1263 on the New York City tax map (the "48th Street Property");

(v) The real property and premises located at 2 2nd Street, 3303, Jersey City, New Jersey 07302 in Bergen County, also designated as Block Number 15, Lot Number 32, Qualifier #C3303 on the municipal tax map of the City of Jersey City (the Second 2nd Street Property");

(vi) The real property and premises located at 922 Bogert Road, River Edge, New Jersey 07661, in Bergen County, also designated as Block Number 202, Lot Number 12 on the Bergen County tax map (the "922 Bogert Road Property");

(vii) The real property and premises located at 421 Bogert Road, River Edge New Jersey 07661, in Bergen County, also designated as Block Number 1002, Lot Number 35 on the Bergen County tax map (the "421 Bogert Road Property"); and

(viii) The real property and premises located at 189 Schermerhorn Street, Apt 10G, Brooklyn, New York 11201 (the "Schermerhorn Property")

(collectively, the "Subject Real Properties");

(b) All right, title and interest in the following bank accounts and all proceeds traceable thereto:

(i) All funds on deposit at JP Morgan Chase Bank Account Number 301135439265, held in the name of Gary Foster, up to and including the sum of nineteen million dollars, ($19,000,000.00), and all proceeds traceable thereto (the "First Chase Account");

(ii) All funds on deposit at JP Morgan Chase Bank Account Number 301808552601, held in the name of Gary Foster, up to and including the sum of one million two hundred and fifty thousand dollars ($1,250,000.00), and all proceeds traceable thereto (the "Second Chase Account");

(iii) All funds on deposit with Alliance Bernstein Account Number 88859941, held in the name of Gary Foster up to and including the sum of two million ($2,000,000.00), and all proceeds traceable thereto (the "Main Bernstein Account");

(iv) All funds on deposit with Alliance Bernstein Account Number 03942509, held in the name of Gary Foster up to and including the sum of two million ($2,000,000.00), and all proceeds traceable thereto (the "First Bernstein Sub-Account");

(v) All funds on deposit with Alliance Bernstein Account Number 09342810, held in the name of Gary Foster up to and including the sum of two million

($2,000,000.00), and all proceeds traceable thereto (the "Second Bernstein Sub-Account");

(vi) All funds on deposit with Alliance Bernstein Account Number 03942811, held in the name of Gary Foster up to and including the sum of two million ($2,000,000.00), and all proceeds traceable thereto (the "Third Bernstein Sub-Account")

(vii) All funds on deposit with Alliance Bernstein Account Number 03942896, held in the name of Gary Foster up to and including the sum of two million ($2,000,000.00), and all proceeds traceable thereto ("the Fourth Bernstein Sub-Account");

(viii) All funds on deposit in Bank of America Account Number 483034293060 held in the name of Gary Foster up to and including the sum of one hundred eighty thousand dollars,($180,000.00), and all proceeds traceable thereto (the "First BOA Account);

(ix) All funds on deposit in HSBC Bank Security Account Number 6PX265572, held in the name of Gary Foster, up to and including the sum of one hundred thousand dollars ($100,000.00), and all proceeds traceable thereto (the "HSBC Account");

(x) All funds on deposit in Bank of America Account Number 483033514588 held in the name of Gary Foster, and all proceeds traceable thereto (the "Second BOA Account");

(xi) All funds on deposit in Bank of America CD Account 91000138170125, held in the name of Gary Foster, and all proceeds traceable thereto (the "BOA CD");

(xii) All funds on deposit in JP Morgan Chase Bank CD Account Number 301808553419, held in the name of Gary Foster, and all proceeds traceable thereto (the "JPMC CD");

(xiii) All funds on deposit in JP Morgan Chase Bank Brokerage Account Number CM2035734, held in the

name of Gary Foster, and all proceeds traceable thereto (the "First JPMC Brokerage Account");

(xiv) All funds on deposit in JP Morgan Chase Bank Brokerage Account Number CA2054453, held in the name of Gary Foster, and all proceeds traceable thereto (the "Second JPMC Brokerage Account");

(xv) All funds on deposit in JP Morgan Chase Bank Brokerage Account Number CG4070831, held in the name of Gary Foster, and all proceeds traceable thereto (the "Third JPMC Brokerage Account")

(xvi) All funds on deposit in Bank of America Account Number 9468144852 held in the name of J and G Foster, and all proceeds traceable thereto;

(xvii) All funds on deposit in Bank of America Account Number 9462075905, held in the name of J and G Foster, and all proceeds traceable thereto;

(collectively, "the Subject Bank Accounts");

(c) All right, title and interest in the following vehicles and all proceeds traceable thereto:

(i) One 2011 BMW Model 550XI Four Door Sedan, VIN # WBAFU9C54BC784370, registered in the name of Gary Foster (the "BMW");

(ii) One 2009 Maserati Grandturismo Coupe, VIN# ZAMGJ45A090045629, registered in the name of Gary Foster (the "Maserati");

(iii) One Black 2011 Infiniti FX35, Vin # JN8AS1MW5AM851602, registered in the name of Norman White (the "Infiniti");

(iv) One Black 2011 Nissan Altima, VIN # 1N4AL2AP9BN402534, registered in the name of Alyssa White (the "Black Altima");

(v) One Metallic Slate 2011 Nissan Altima Vin #1N4AL2AP0BN419279, registered in the name of Mark B. Foster (the "Slate Altima"); and

(vi) One Black 2007 Mercedes Benz CLK 550 Four Door Sedan, Vin # WDBTJ72H27F219909, registered in the name of Mark B. Foster (the "Black Mercedes");

(collectively, the "Subject Vehicles," and together with the Subject Real Properties and Subject Bank Accounts, the "Forfeited Assets").

WHEREAS, legal notice of the forfeiture was published in this district on the official government website, www.forfeiture.gov for at least thirty (30) consecutive days beginning on January 9, 2013 and ending on February 7, 2013;

WHEREAS, any claims to the Forfeited Assets filed with the Court in this matter or under Civil Docket 11-3301 (KAM) have been resolved by stipulations and withdrawn and there are no outstanding petitions or claims in connection with the Forfeited Assets and the time to file any additional petitions or claims has expired.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that pursuant to 18 U.S.C. § 981(a)(1)(C), 21 U.S.C. § 853(p), and 28 U.S.C. § 2461, and the Preliminary Order of Forfeiture the Defendant shall forfeit all of his right, title and interest in the Forfeited Assets indicated above to the United States of America.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all right, title and interest in the Forfeited Assets, are hereby condemned,

forfeited and vested in the United States of America pursuant to 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461 and 21 U.S.C. § 853(p).

IT IS FURTHER ORDERED that the United States Marshals Service, and its duly authorized agents and contractors be, and hereby are, directed to dispose of the Forfeited Assets in accordance with all applicable laws and regulations.

IT IS FURTHER ORDERED that the United States District Court for the Eastern District of New York shall retain jurisdiction in the case for the purpose of enforcing this Order.

IT IS FURTHER ORDERED that the Clerk of the Court shall enter final judgment of forfeiture to the United States in accordance with the terms of this Order and the Partial Final Order of Forfeiture.

IT IS FURTHER ORDERED that the Clerk of the Court shall send, by inter-office mail, three (3) certified copies of this Partial Final Order of Forfeiture to the United States Attorney's

Office, Eastern District of New York, 271 Cadman Plaza East, 7th Floor, Brooklyn, New York, 11201, Attn: FSA Paralegal, Yvette Ramos.

Dated: Brooklyn, New York
~~June~~ July 2 2013

s/ ENV

HONORABLE ERIC N. VITALIANO
UNITED STATES DISTRICT JUDGE

A TRUE COPY
ATTEST
DATE 8/15 20 13
DOUGLAS C. PALMER
CLERK
BY [signature]
DEPUTY CLERK

RJK

United States Marshals Service
M.L. King Jr. Federal Bldg. & Courthouse
50 Walnut Street, Room 2009
Newark, NJ 07102-3506
Attn: Asset Forfeiture

United States v. Gary Foster, CR-11-601 (Vitaliano, J.)
Final Order of Forfeiture

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

City Clerk File No. Res. 14.295

Agenda No. 10.C

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $5,293.39 AND A REDUCTION IN ASSESSMENTS TO SETTLE TAX APPEALS FILED BY VARIOUS PROPERTY OWNERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, complaints were filed in the Tax Court of New Jersey challenging real estate tax assessments as indicated on the attached Schedule A; 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 taxpayers and the City agree that all interest payments on any such refund shall be waived by the taxpayers if such refunds 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 assessments to reflect the actual fair assessable value of the property consistent with assessing practices generally applicable in the City of Jersey City, as required by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the 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 $5,293.39.

MAM/
5-14-14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $5,293.39 AND A REDUCTION IN ASSESSMENTS TO SETTLE TAX APPEALS FILED BY VARIOUS PROPERTY OWNERS

Initiator

Department/Division	Law	Law
Name/Title	Mary Ann Murphy	Assistant Corporation Counsel
Phone/email	201-547-4269	MaryannM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and Gregory Judge, the lienholder on the properties listed on the attached page. The refunds result from an agreement that the assessments on the properties fell outside the range permitted for the 2013 tax year. The total tax dollar refund for these appeals is $5,293.39.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

EDUARDO TOLOZA, CITY ASSESSOR

Telephone: (201) 547-5132
Fax: (201) 547-4949

MEMORANDUM

DATE: May 1, 2014

TO: Rolando Lavarro, Council President, and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreements

The attached resolution requests the Municipal Council to authorize settlement agreements, which were negotiated between the Tax Assessor and Gregory Judge, the lienholder on the properties listed on the attached page. The refunds result from an agreement that the assessments on the properties fell outside the range permitted for the 2013 tax year. The total tax dollar refund for these appeals is $5,293.39.

The first property, 18 Gray Street, is a one-story one-family house near the County building at Cornelison Avenue. On the West side of the City, the other property, 200 Delaware Avenue, is an extremely narrow (8-foot wide) lot at the rear of which stands a dilapidated garage. This type of non-commercial property is valued by using the comparative sales approach. Upon reviewing the sales for the relevant assessing period, it was determined that each existing assessment resulted in an equalized value that could not be supported by sales of similar properties.

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

ET/mm

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

City Clerk File No. Res. 14.296

Agenda No. 10.D

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $20,038.74 AND A REDUCTION IN ASSESSMENT TO SETTLE A TAX APPEAL FILED BY 8 ERIE STREET JC, LLC

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

WHEREAS, a Complaint was filed in the Tax Court of New Jersey challenging the real estate tax added assessment for the 2013 tax year on the property known as Block 11403, Lot 29, commonly known as 8 Erie Street; and

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

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

WHEREAS, 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 Complaint be settled at the assessment specified below; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the Complaint be settled for a 2013 added assessment of $750,000.

This settlement will result in a refund and/or credit in the amount of $20,038.74.

MAM/
5-14-14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A REFUND/CREDIT OF $20,038.74 AND A REDUCTION IN ASSESSMENT TO SETTLE A TAX APPEAL FILED BY 8 ERIE STREET JC, LLC

Initiator

Department/Division	Law	Law
Name/Title	Mary Ann Murphy	Assistant Corporation Counsel
Phone/email	201-547-4269	MaryannM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and 8 Erie St. JC, LLC, the owner of the property listed on the attached page. The refund results from an agreement that the added assessment on the property fell outside the range permitted for the 2013 tax year. The total tax dollar refund for this appeal is $20,038.74.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

EDUARDO TOLOZA, CITY ASSESSOR

Telephone: (201) 547-5132
Fax: (201) 547-4949

MEMORANDUM

DATE: May 1, 2014

TO: Rolando Lavarro, Council President, and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/Tax Appeal Settlement Agreement

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and 8 Erie St. JC, LLC, the owner of the property listed on the attached page. The refund results from an agreement that the added assessment on the property fell outside the range permitted for the 2013 tax year. The total tax dollar refund for this appeal is $20,038.74.

The subject property is the former police headquarters on Erie Street. The current owners paid $1,950,00 for the site in December of 2012, and they have proceeded since then in doing major rehabilitation to the building. According to State law, since the property went from public (exempt) to private (taxable) ownership after the October 1, 2012 assessing date, it was subject to an added assessment in 2013 at the assessment that was on the books at the time of the transfer, $1,018,400. At the 2013 ratio of 32.72%, this assessment resulted in an equalized value of $3,112,500, much higher than the actual market value of the property in its condition at the time of the sale. The settlement assessment, $750,000, equalizes to a market value of $2,300,000.

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

ET/mm

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

City Clerk File No. Res. 14.297

Agenda No. 10.E

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING A REDUCTION IN ASSESSMENT AND A REDUCTION IN PAYMENTS BILLED TO FAIRMOUNT HOTEL U.R. ASSOCIATES FROM $162,197.52 TO $39,730.00

COUNCIL OFFERED AND MOVED ADOPTION
OF THE FOLLOWING RESOLUTION

WHEREAS, a Complaint was filed in the Superior Court of New Jersey challenging the real estate tax assessments for 2010 through 2013 on the property currently known as Block 16301, Lot 42 (formerly Block 1827, Lot 41B.99), with the street address 2595 Kennedy Boulevard; and

WHEREAS, the property in question is a senior-citizen affordable-housing project, which is the subject of a long-term tax abatement; 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, 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 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 complaint be settled for the assessments as follow: (2010) $766,300, (2011) $844,200, (2012) $898,000, (2013) 937,200.

These settlements will reduce the cumulative amount billed to Fairmount Hotel U.R. Associates from $162,197.52 to $39,730.

MAM/
5-14-14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ _____
Business Administrator Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____ _____
Rolando R. Lavarro, Jr., President of Council Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A REDUCTION IN ASSESSMENT AND A REDUCTION IN PAYMENTS BILLED TO FAIRMOUNT HOTEL U.R. ASSOCIATES FROM $162,197.52 TO $39,730.00

Initiator

Department/Division	Law	Law
Name/Title	Mary Ann Murphy	Assistant Corporation Counsel
Phone/email	201-547-4269	MaryannM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Fairmount Hotel U.R. Assoc., the owner of the property known as 2595 Kennedy Boulevard (Block 16301, Lot 42).

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

CITY OF JERSEY CITY
Office of the City Assessor
280 Grove Street
Jersey City, New Jersey 07302

EDUARDO TOLOZA, CITY ASSESSOR

Telephone: (201) 547-5132
Fax: (201) 547-4949

MEMORANDUM

DATE: May 1, 2014

TO: Rolando Lavarro, Council President, and Members of the City Council

FROM: Eduardo Toloza, Tax Assessor

SUBJECT: Proposed Resolution/ Settlement Agreement for Fairmount Hotel U.R. Assoc.

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and Fairmount Hotel U.R. Assoc., the owner of the property known as 2595 Kennedy Boulevard (Block 16301, Lot 42).
The property, a senior-citizen affordable-housing project, is the subject of a long-term tax abatement, the agreement for which requires a regular review of the service charge versus a percentage of taxes otherwise due. For the 2010 through 2013 tax years, that review revealed that the 20% of taxes otherwise due on the assessed value of the property exceeded the annual service charge. Because the assessment on the property, $6,269,800, had not changed since the inception of the abatement, the owner filed a Complaint in the Superior Court, pursuant to the abatement agreement, contesting the assessments for the four years in question. In the meantime, the owner also entered into an installment agreement with the City (Resolution No. 13.858) to begin payments on the $162,197.52 bill it had received. This total represented not only the difference between the 20% of taxes otherwise due and the service charge for 2010 through 2013 but also the annual "bump-ups" to the service charge for 2005 through 2012 due under Article IV, Section 4.1, of the Financial Agreement for the project, plus interest.

The value of commercial properties is calculated by using the income and expense information for the subject property for the relevant tax years and comparing it with information from similar types of commercial property. Given the affordability restrictions on the subject project, after a review of that information, it was determined that the assessments should be reduced as follows: (2010) $766,300, (2011) $844,200, (2012) $898,000, (2013) $937,200. With the assessment reductions, the 20% of taxes otherwise due would no longer exceed the service charge for any of the years in question; and, therefore, the difference between the service charge and the percentage of taxes otherwise due, plus interest, would be deducted from the amount due from Fairmount Hotel U.R. Assoc. The balance, $39,730, represents the bump-ups for 2005 through 2012, which the owner does not contest.

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

ET/mm

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

City Clerk File No. Res. 14.298

Agenda No. 10.F

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING THE PROPERTY KNOWN AS 2022 KENNEDY BOULEVARD A/K/A BLOCK 23001, LOT 7

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, Elizabeth Costa, the owner of 2022 Kennedy Boulevard, a/k/a Block 23001, Lot 7 (Property), participated in the City of Jersey City's (City) HORP Program; and

WHEREAS, the owner received from the City a $24,520.00 loan on September 18, 2013 for the purpose of making home repairs; and

WHEREAS, the City's loan self-amortizes over ten (10) years provided the owner resides at the property and does not sell the property within ten (10) years; and

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

WHEREAS, the owner now desires to refinance the first mortgage in order to obtain a lower interest rate and lower monthly mortgage payments; and

WHEREAS, the lender, The Provident Bank, ISAOA, requires that the City's mortgage be made subordinate to its loan; and

WHERAS, the amount of the new first loan is $40,000.00; 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 new loan and the City's mortgage 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 2022 Kennedy Boulevard, Jersey City also known as Lot 7 in Block 23001 to the interests of the new first mortgage of The Provident Bank, ISAOA.

IW/igp
4/16/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A SUBORDINATE MORTGAGE AFFECTING 2022 Kennedy Blvd. BLOCK 23001, LOT 7

Initiator

Department/Division	HEDC	Community Development
Name/Title	Michael Biondo	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Subordinate of a City Mortgage affecting 2022 Kennedy Blvd., Jersey City, NJ

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4/5/19

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

City Clerk File No. Res. 14.299

Agenda No. 10.G

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 81 VAN NOSTRAND AVENUE A/K/A BLOCK 26501, LOT 22 F/K/A BLOCK 1347, LOT 14A

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

WHEREAS, on December 20, 2007, Peggy & Grady Carpenter (Borrowers) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of $15,000.00 made under the HORP Program; and

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

WHEREAS, the mortgage affects property known as 81 Van Nostrand Avenue, Jersey City, also known as Block 26501, Lot 22 f/k/a Block 1347, Lot 14A; 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 Peggy & Grady Carpenter dated December 20, 2007, in the sum of $15,000.00 affecting 81 Van Nostrand Avenue, also known as Block 26501, Lot 22 f/k/a Block 1347, Lot 14A.

IW/igp
4/16/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 81 Van Nostrand Ave Peggy & Grady Carpenter

LOCK 26501, LOT 22

Initiator

Department/Division	HEDC	Community Development
Name/Title	Michael Biondo	HORP Supervisor
Phone/email	201-547-5086	biondom@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of a City Mortgage affecting 81 Van Nostrand., Jersey City, NJ

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4/15/19

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

City Clerk File No. Res. 14.300

Agenda No. 10.H

Approved: MAY 14 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL RELEASE OF THE BLANKET MORTGAGE FOR TRFDP-JACKSON GREEN, LLC AND SUBSTITUTE AN INDIVIDUAL MORTGAGE AND NOTE FOR CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 429-455 ROSE AVENUE TO BE HELD IN ESCROW UNTIL CLOSING

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the properties located at 429-455 Rose Avenue were acquired to effectuate the construction of twenty-two (22) single family affordable townhome units of which twelve (12) units will be subject to HOME restrictions, for a project in the Martin Luther King Drive Redevelopment Area known as "Jackson Green" (Project) as outline in Exhibit A hereto; and

WHEREAS, the Municipal Council of the City of Jersey City, on September 12, 2012, adopted Resolution 12-710 authorizing the City, the Jersey City Redevelopment Agency ("JCRA") and TRF Development Partners, Inc. ("TRFDP") to apply for construction financing and subsidy funding from the New Jersey Housing and Mortgage Finance Agency ("HMFA") under its Choices in Home Ownership Incentives Created for Everyone ("CHOICE") program for the Project; and

WHEREAS, on September 19, 2012, JCRA and TRFDP entered into a Redevelopment Agreement under which JCRA will sell the 24 parcels of property, after subdivision, for a purchase price of $435,600.00; and

WHEREAS, the Redevelopment Agreement was subsequently assigned from TRFDP to TRFDP – Jackson Green, LLC ("Jackson Green"); and

WHEREAS, on May 29, 2013, Jackson Green closed the financing for the Project: a CHOICE construction loan from the NJHMFA for $1,205,659.00, a CHOICE construction loan from The Reinvestment Fund (the "Lead Lender") for $1,205,659.00, a subsidy loan from the NJHMFA for $500,000.00, a purchase money loan of $435,000.00 from the JCRA, and a loan from the City in the aggregate amount of $3,033,000.00 from its CDBG, HOME and Affordable Housing Trust Fund programs (the "City Loan"); and

WHEREAS, Jackson Green's obligations under the CDBG, HOME and Affordable Housing Trust Fund and the City Loan is secured by the Blanket Mortgage, dated May 29, 2013, by and between the Redeveloper and the City (the "Blanket Mortgage") that provides the City with a mortgage lien on the Property; and

WHEREAS, the blanket mortgage to the City is to secure Jackson Green's obligation to construct and maintain the twelve (12) units as low/moderate affordable income housing for a minimum period of twenty (20) years; and

WHEREAS, the City at the request of TRFDP has agreed to release each unit from the Blanket Mortgage, provided that each individual property owner executes an Affordable Housing Agreement, Affordable Housing Trust Fund Mortgage and/or New Construction Mortgage and Note, in favor of the City and these documents are recorded with the Hudson County Register's Office and are substituted as a lien affecting the individual units; and

WHEREAS, Resolution 14.171 approved on March 26, 2014, authorized the execution of a partial release for seven of the twelve affordable units; and

WHEREAS, Jackson Green has advised that they are anticipating that the remaining five (5) affordable units: 1) 431 Rose Avenue; 2) 433 Rose Avenue; 3) 435 Rose Avenue; 4) 439 Rose Avenue; and 5) 441Rose Avenue will close within three months, and requests a partial release of these units from the City's blanket mortgage; and

City Clerk File No. Res. 14.300

Agenda No. 10.H MAY 14 2014

TITLE:

WHEREAS, the City will require that the partial release is held in escrow by the buyer's title agent or other appropriate party until closing which shall occur no later than 90 days from the effective date of this Resolution and subject to the City's verification that the purchasers of the above units have executed and recorded the HOME documents, Mortgage and Note with the City; and

WHEREAS, the individual HOME documents, Mortgage and Note shall maintain the affordability controls on each of the units.

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 a Partial Mortgage Discharge for TRFDP-Jackson Green, LLC from the City's Blanket Mortgage dated May 29, 2013 in the amount of $3,033,000.00 subject to the recordation of the substitute Affordable Housing Agreement, HOME documents, Mortgage and Note for the following units: 1) 431 Rose Avenue; 2) 433 Rose Avenue; 3) 435 Rose Avenue; 4) 439 Rose Avenue; and 5) 441 Rose Avenue; and

2) The Corporation Counsel shall require that the executed Partial Release be held in escrow by the buyer's title agent (or other appropriate party) until closing which shall occur no later than 90 days from the effective date of this Resolution and subject to the City's verification that the homebuyers have executed the HOME Documents applicable to the Mortgaged Property and the documents have been recorded with the Hudson County Register's Office; and

3) Subject to such modifications as deemed necessary or appropriate by the Business Administrator or Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute any other documents appropriate or necessary to effectuate the purposes of the within resolution.

IW/
05/02/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A PARTIAL RELEASE OF THE BLANKET MORTGAGE FOR TRFDP- JACKSON GREEN, LLC AND SUBSTITUTE AN INDIVIDUAL MORTGAGE AND NOTE FOR CERTAIN AFFORDABLE HOUSING UNITS AFFECTING PROPERTY KNOWN AS 429-455 ROSE AVENUE TO BE HELD IN ESCROW UNTIL CLOSING

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Acting Director
Phone/email	201-547-4793	HairstonR@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Execute a partial release of the blanket mortgage and substitute individual mortgages and notes for the following units:

431 Rose (Block 22601/Lot 16.13)
433 Rose (Block 22601/Lot 16.12)
435 Rose (Block 22601/Lot 16.11)
439 Rose (Block 22601/Lot 16.09)
441 Rose (Block 22601/Lot 16.08)

All listed above are CHOICE/ HOME assisted units.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.301

Agenda No. 10.I

Approved: MAY 14 2014

TITLE:

RESOLUTION (1) INTRODUCING AND APPROVING THE 2014-2015 BUDGET OF THE HISTORIC DOWNTOWN SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 92-021** the City of Jersey City established the Historic Downtown Special Improvement District (HDSID) to be operated by the Historic Downtown Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A.40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

(1) the costs charged against municipal funds for general street maintenance;

(2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;

(3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to the specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Historic Downtown Special Improvement District has submitted its 2014-2015 fiscal year budget, July 1, 2014 – June 30, 2015 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2014-2015 fiscal year budget, July 1, 2014 – June 30, 2015 of the Historic Downtown Special Improvement District, attached hereto as Exhibit A, was approved by the Historic Downtown Special Improvement District at its April 21, 2014 meeting:

2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.

3. The Tax Assessor is directed to do the following:

(a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A.40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and

(b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:

(a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;

(b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;

(c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and

(d) at least 10 days before the date of the scheduled hearing

(i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;

(ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and

(iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of July 1, 2014.

APPROVED: _____
Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM
_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

HISTORIC DOWNTOWN MANAGEMENT CORPORATION

Special Improvement District – Jersey City
344 Grove St. PMB#52, Jersey City, NJ 07306, 201-547-3554

RESOLUTION APPROVING THE BUDGET FOR THE 2014-2015 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 April 15, 2015; and a quorum was present to move and second the submission of the HDSID Fiscal Year 2014-2015 annual budget to the City Council of the City of Jersey City for a resolution allowing the HDSID to adopt the budget for the purposes of collecting the assessment for the HDSID in the amount of $222,315.61

John Reichart
President

Carmen Mendiola
Secretary

CERTIFIED to be a true copy of the RESOLUTION adopted by the Historic Downtown Special Improvement District (HDSID) at its meeting on: 15th day of April, 2014

HDSID Secretary, Carmen Mendiola Dated: 4/21/2014

	Historic Downtown Special Improvement District Budget FY 2014-15		NOTES
	Ordinary Income/Expense		
	Income		
	Revenues		
	Private		
A	Commerce Permit Fees Reimbursed	$ 4,000.00	
B	Security Deposit Reimbursed		
C	Groove on Grove Vendor Fees		
D	Street Fair Vendor Fees	$ 15,000.00	
E	Farmers' Market Fees	$ 65,000.00	
F	Assessment	$ 222,315.61	
G	Total Private	$ 306,315.61	
H	Public/UEZ		
I	Grants (Sponsorships)		
J	Farmers Market Sponsorship	$ 10,000.00	
K	Holiday Décor Sponsor	$ 4,500.00	
L	Sponsorships Groove on Grove	$ 30,000.00	
M	Sponsorships Annual Street Fair	$ 30,000.00	
N	Total Grants	$ 74,500.00	
O	Total Revenues	$ 380,815.61	
P	Total Income	$ 380,815.61	
Q	Gross Profit	$ 380,815.61	
R	Expense		
S	Interest Expense		
T	Miscellaneous		
U	Petty Cash	$ -	
V	Meetings & Travel	$ 5,000.00	
W	Lodging		
X	Meals	$ -	
Y	Meeting Materials	$ 150.00	
Z	Meeting & Travel - Other	$ 600.00	
A1	Parking	$ 50.00	
B1	Transportation	$ 150.00	
C1		$ 350.00	
D1	Rent		-
E1	Utilities	$ -	
F1	Postage	$ 1,200.00	$100/mo to Grove Pointe
G1	Accountant - Audit	$ 275.00	
H1	Accountant - Bookkeeping	$ 3,500.00	
I1	Accountant - Payroll	$ 8,100.00	
J1	Bank Service Fees	$ 4,500.00	
K1	Insurance	$ 100.00	
L1	Cell Phone Insurance		
M1	D&O Insurance	$ 720.00	
N1	Health Insurance	$ 800.00	
O1	General Liability	$ 8,760.00	
O1.1	Insurance Tax for GL	$ 17,330.00	With Liquor Liability
O1.2	Finance charge for GL	$ 872.75	
O1.3	Fee for GL Financing	$ 520.63	
		$ 100.00	

Historic Downtown Special Improvement District Budget FY 2014-15			NOTES
P1	Workman's Comp	$ 6,000.00	Quote is $633.00- this number is based on our payroll to allow for increase since payroll has increased substantially
Q1	Business owners	$ 650.00	
R1	Umbrella	$ 403.60	
S1	Employee Reimbursements		
T1	Gifts	$ 250.00	
U1	Payroll Expense		
V1	NJ - WF/SWF Company	$ 200.00	
W1	NJ - Health Care Subsidy Co.		
X1	NJ - Unemployment Tax	$ 2,550.00	
Y1	NJ - Disabilty Tax	$ 500.00	
Z1	Social Security Tax	$ 11,000.00	
A2	Medicare Tax	$ 2,600.00	
B2	Federal Unemployment	$ 425.00	
C2	Administration		
D2	Wages	$ 152,500.00	Yearly Salaries: Rachel = $52,500 (5% COL increase); Alicia= $14,040; Mahfoud = $21,320; Mbark = $21,320; Said = $28,080; Robert = $14,040
E2	Dues/Subscriptions	$ 1,000.00	
F2	Education	$ 600.00	
G2	Telephones		
H2	Internet/Office phone	$ 1,500.00	Recategorized
I2	Cell Phones (Clean Team and Admin Staff)	$ 3,360.00	
J2	MyFax service	$ 120.00	MyFax service - online fax service - $10/month
K2	Office Supplies	$ 8,000.00	See if they can get out of the printer contract to decrease
L2	Marketing/Promotions		
M2	Website	$ 3,500.00	
N2	Web Promotion	$ 2,000.00	
O2	Overtime for events	$ 1,500.00	Street fair/Event OT
P2	Security	$13,000.00	
Q2	Holiday Lights	$ 4,900.00	Previous Year - sponsorship given for $5,000.00
R2	Uniforms	$ 1,750.00	
S2	Clean Team Supplies	$ 5,500.00	
T2	Bonuses	$ 8,500.00	Bonuses for all staff
U2	Total Expense	$ 363,736.98	
V2			
W2	Net Ordinary Income	$ 17,078.63	
X2	Other Income/Expense		
Y2	Other Income		
Z2	Interest Income	$ 150.00	
A3	Other Income	$ -	
B3	Total Other Income	$ 150.00	
B4	Net Other Income	$ 150.00	
Net Income		$ 17,228.63	

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

City Clerk File No. Res. 14.302

Agenda No. 10.J

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH THE FORT DIX 87TH CIVIL ENGINEER SQUADRON AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

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

WHEREAS, the Jersey City Department of Public Safety/Division of Police is mandated to conduct specialized tactical training for Emergency Service Unit officers and supervisors,

WHEREAS, the Fort Dix 87th Civil Engineer Squadron has the facilities to accommodate said training at Joint Base McGuire-Dix-Lakehurst; and

WHEREAS, the Fort Dix 87th Civil Engineer Squadron has agreed that there will be no cost to the City or Department of Public Safety for use of their training facility; and

WHEREAS, the Division of Police will use the facility on an intermittent basis from May 30, 2014 to December 31, 2014; and

WHEREAS, the Fort Dix 87th Civil Engineer Squadron Real Estate Office requires indemnification and letter of insurance from the City; and

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

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying the Fort Dix 87th Civil Engineer Squadron for the use of their facilities by the Department of Public Safety/Division of Police Emergency Service Unit for specialized training;
2. The Risk Manager is authorized to issue a letter of insurance to the Fort Dix 87th Civil Engineer Squadron to cover this training;
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: _____
James Shea, Director
Department of Public Safety

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH THE FORT DIX 87th CIVIL ENGINEER SQUADRON AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

Department/Division	Department of Public Safety	Office of the Director
Name/Title	James Shea	Director of Public Safety
Phone/email	201-547-4239	jshea@njjcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Jersey City Police Emergency Service Unit is in need of a specialized facility to conduct mandated tactical training. Joint Base McGuire-Dix-Lakehurst has a facility suitable for said training. Prior to using this facility, the Fort Dix 87th Civil Engineer Squadron requires indemnification and a letter of insurance from the City.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 5/1/2014

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

City Clerk File No. Res. 14.303

Agenda No. 10.K

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH THE COUNTY OF HUDSON AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

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

WHEREAS, the Jersey City Department of Public Safety/Division of Police is mandated to conduct specialized motorcycle training for officers and supervisors,

WHEREAS, the County of Hudson has the capacity to accommodate said training at Lincoln Park, and

WHEREAS, the County of Hudson has agreed that there will be no cost to the City or Department of Public Safety for use of their facility; and

WHEREAS, the Division of Police will use the facility on an intermittent basis from May 19, 2014 to November 30, 2014; and

WHEREAS, the County of Hudson Office of Risk Management requires indemnification and letter of insurance from the City; and

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

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

1. The Mayor and/or Business Administrator be authorized to execute an agreement hereto indemnifying the County of Hudson for the use of their facilities by the Department of Public Safety/Division of Police for specialized training;
2. The Risk Manager is authorized to issue a letter of insurance to the County of Hudson to cover this training;
3. The Mayor and/or Business Administrator is authorized to execute such other documents that may be necessary to effectuate the purpose of this Resolution.

APPROVED: _____
James Shea, Director
Department of Public Safety

APPROVED: _____
Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM
_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT INDEMNIFICATION WITH THE COUNTY OF HUDSON AND AUTHORIZING THE RISK MANAGER TO ISSUE A LETTER OF INSURANCE

Initiator

Department/Division	Department of Public Safety	Office of the Director
Name/Title	James Shea	Director of Public Safety
Phone/email	201-547-4239	jshea@njjcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Jersey City Police is in need of a specialized facility to conduct required motorcycle training. Lincoln Park has a facility suitable for said training. Prior to using this facility, the County of Hudson Office of Risk Management requires indemnification and a letter of insurance from the City.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 5/1/2014

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

City Clerk File No. Res. 14.304

Agenda No. 10.L

Approved: MAY 14 2014

TITLE:

RESOLUTION OF CONTINUING SUPPORT FOR THE GOALS AND PURPOSES OF THE 2004 HIGHLANDS WATER PROTECTION AND PLANNING ACT

WHEREAS, New Jersey Highlands Water Protection and Planning Act (The Highlands Act) was enacted in order to protect the State's water supplies and other significant resources; and

WHEREAS, The Highlands Act was passed with overwhelming bipartisan support in both the New Jersey State Senate and New Jersey State Assembly; and

WHEREAS, subsequently in 2008, the New Jersey Highlands Water Protection and Planning Council adopted the New Jersey Highlands Regional Master Plan, and proceeded with a program for its implementation through a Plan Conformance process; and

WHEREAS, Jersey City is a municipality that receives all of its drinking water from sources within the Highlands Region; and that Jersey City relies on the resources of the Highlands to meet the current and future needs of its residents; and

WHEREAS, The Jersey City Environmental Commission has studied the initiative and determined participation has resulted in economic and environmental benefits to the State of New Jersey; and

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Jersey City wishes that it be known that we strongly support the goals, policies and objectives of the 2004 Highlands Water Protection and Planning Act and the Highlands Regional Master Plan.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF CONTINUING SUPPORT FOR THE GOALS AND PURPOSES OF THE 2004 HIGHLANDS WATER PROTECTION AND PLANNING ACT

Initiator

Department/Division	HEDC	Planning
Name/Title	Tanya Marione-Stanton	Senior Planner
Phone/email	201-547-5488	tanyam@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Jersey City is a municipality that receives all of its drinking water from sources within the Highlands Region; and that Jersey City relies on the resources of the Highlands to meet the current and future needs of its residents. The Jersey City Environmental Commission has studied the initiative and determined participation has resulted in economic and environmental benefits to the State of New Jersey. Jersey City wishes that it be known that we strongly support the goals, policies and objectives of the 2004 Highlands Water Protection and Planning Act and the Highlands Regional Master Plan.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 5/6/14

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

City Clerk File No. Res. 14.305

Agenda No. 10.M

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTATION TO SUBMIT AN APPLICATION FOR FY2015 AND FY2016 TO THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY (NJTPA) LOCAL SAFETY PROGRAM (LSP) AND HIGH RISK RURAL ROADS PROGRAM

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

WHEREAS, the North Jersey Transportation Planning Authority (NJTPA) has announced in a letter hereto attached as Exhibit A, an invitation for its Subregions to submit proposals for the FY2015 and FY2016 Local Safety (LS) and High Risk Rural Roads Programs (HRRRP) to advance safety improvements on county and eligible local roadways within its region; and

WHEREAS, these funds are made available from the Federal Highway Administration's Highway Safety Improvements Program (HSIP); and

WHEREAS, each Subregion may submit two (2) applications for consideration for the Local Safety Program (LSP) and the City of Jersey City (City) desires to submit a proposal for the FY2015 and FY2016 to advance a quick-fix safety improvement project for the residents of the City; and

WHEREAS, the NJTPA has provided a comprehensive list of locations for each Subregion, including for the City, which identifies those roadways and total crashes that will be further evaluated as to its crash history and recommended for safety improvements in the City's proposal; and

WHEREAS, the deadline for submitting all proposals to the NJTPA website is Tuesday, May 20, 2014 at 5pm,

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

1. The City of Jersey City authorizes the submission of a proposal to the NJTPA for the FY2015 and FY2016 Local Safety Program (LSP) for the Department of Public Works, Division of Architecture, Engineering, Traffic and Transportation.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC AND TRANSPORTION TO SUBMIT AN APPLICATION FOR FY2015 AND FY2016 TO THE NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY (NJTPA) LOCAL SAFETY PROGRAM (LSP) AND HIGH RISK RURAL ROADS PROGRAM

Project Manager

Department/Division	Public Works	Architecture, Engineering, Traffic & Transportation
Name/Title	Stanley Huang	City Engineer
Phone/email	201-547-5965	Wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

This resolution is to apply for federal funds under the NJTPA local safety program for FY2015 and FY2016. The application is due electrically by May 20th.

Cost (Identify all sources and amounts)

Upon approval of the application by NJTPA the actual funding will be authorized by FHWA.
Average award $500,000

Contract term (include all proposed renewals)

Upon approval of application the provider will send a grant agreement to be executed by the City

Type of award GRANT

If "Other Exception", enter type

Additional Information

Previous NJTPA Local Safety Program Jersey City projects include
Dr. MLK Drive Intersections
Central Avenue Improvements
Summit Avenue Corridor Improvements Phases 1 &2
McGinley Square Safety Improvements Phases 1&2

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 5-5-14

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP OFFICE

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 4857 | F: 201 369 7241

Grant Application Approval Form

☐ State ☐ Federal ☐ Formula ☐ Competitive ☐ Community Grant

Application Deadline: **May 20, 2014 by 5pm electronically**

Name of Grant: **NJTPA Local Safety Program (LSP)**

Grantor: **North Jersey Transportation Planning Authority (Federal Aid)**

Grant Period: **FY2015 and FY2016**

Estimated Award Amount (*if known*): Averages $500,000 each Fiscal Year

Matching Requirement: ☐ No ☐ Yes = 10% project cost for state non-participating items

Proposed Utilization of Funds:

☐ Overtime Salaries ☐ Salaries ⇨ ◯ Sworn ◯ Non-Sworn

☐ Consultant ☐ Equipment

☐ **Contractual** ☐ Other _____

☐ Supplies

Comments:

The City has applied for this funding source for over 5 years and averages $400K to $1.6M

Project/Program Coordinator (Name, Title): Stanley Huang, Acting City Engineer

Authorized Signatures:

Submitted by: _____ Approve/Disapprove Date _____

Department Director: _____ Approve/Disapprove Date 5-5-14

Budget Officer: _____ Approve/Disapprove Date _____

Defining the Vision. Shaping the Future.

NJTPA
NORTH JERSEY TRANSPORTATION PLANNING AUTHORITY

One Newark Center, 17th floor, Newark, NJ 07102
(973) 639-8400 • fax (973) 639-1953 • www.njtpa.org

Thomas DeGise, Chair
Mary K. Murphy, Executive Director

April 1, 2014

RE: FY 2015 and FY 2016 Local Safety Program & High Risk Rural Roads Program Solicitation

Dear Subregional Engineer *(via e-mail only):*

The NJTPA invites its Subregions to submit proposals for the FY 2015 and FY 2016 Local Safety and High Risk Rural Roads Programs. The **Local Safety Program (LSP)** was established by the NJTPA, in conjunction with NJDOT in 2005, in order to advance safety improvements on county and eligible local roadway facilities within its region. Since its inception, **over $33 million in projects** have been selected for the program. To date, projects have included new and upgraded signals and signage, striping, and other improvements to increase the safety of drivers, bicyclists and pedestrians. The **High Risk Rural Roads Program (HRRRP)** provides the NJTPA region with funds to advance safety improvements on rural roadways that have been identified as high risk. These roadways are functionally classified as a rural major or minor collector or as a rural local roads and have crash rates that exceed the NJTPA region's average for those functional classes of roadways. Since its inception in 2009, **over $9 million in projects** have been selected for the program. Both programs utilize funds from the Federal Highway Administration's Highway Safety Improvements Program (HSIP).

Moving Ahead for Progress in the 21st Century (MAP-21), the current federal transportation authorization law, created a special rule for High Risk Rural Roads (HRRR). Previously, federal legislation provided an annual set-aside for HRRR. However, the new special rule requires all states with an increase in fatality rates on rural roads to obligate a specified amount of HSIP funds to their high risk rural roads. New Jersey was one of seven states that had an increase in the fatality rate on rural roads from 2009 through 2011, and as a result, **must continue to obligate at least $3,333,210 in FY 2015.**

A few highlights of the two programs include:

- Only NJTPA member subregions are eligible to submit applications to the NJTPA for this program (the 13 member counties and the cities of Newark and Jersey City). Municipalities located within the subregions may make a request to their respective county to sponsor an application. **The project sponsor will become the responsible charge and is thus responsible for managing the federal funding process;**
- Each subregion may submit two (2) applications for consideration for the Local Safety program. There is no limitation on the number of applications that can be submitted for the High Risk Rural Roads program;
- The technical review committee will evaluate the complexity of each application submitted for each program and determine the year best suited for project advancement. For projects to be advanced in the FY 2015 fiscal year, all environmental approvals, local approval, and right-of-way acquisition must be completed and a full set of plans, specifications, and cost estimate (PS&E) documents submitted to the Local Aid office no later than May 15, 2015 and federal authorization to construct must be obtained no later than September 1, 2015. For projects to be advanced in the FY 2016 fiscal year all environmental approvals, local approval, and right-of-way acquisition must be completed and

a full set of PS&E documents submitted to the Local Aid office no later than May 15, 2016 and federal authorization to construct must be obtained no later than September 1, 2016;

- Project construction cost is limited to $3 million per project application for each program;
- Both programs continue to fund the construction phase of work; projects selected to either program will also have the option of using federal funds to cover the cost of construction inspection;
- The following types of projects are NOT eligible for either program: Routine maintenance/ replacement projects, roadway capacity enhancements (road widening), improvements involving State, U.S. and Interstate highways including any improvements at intersections with such facilities and aesthetic improvements along the right-of-ways;
- The federal National Environmental Policy Act (NEPA) regulations must be followed. In this program, projects must have minimal or no environmental and cultural resource impacts to be considered quick construction;
- Projects must be advertised for construction within 60 days of receiving federal construction authorization;
- Projects must be completed within 24 months of receiving federal construction authorization;
- Projects will be recommended for either program on a competitive basis by a Technical Review Committee comprised of staff from NJTPA and the New Jersey Department of Transportation. Recommendations require the approval of the NJTPA Board of Trustees.

In 2013, the NJTPA initiated the Final Design Assistance Program which provides consultant support with the development of PS&E documents for projects selected for either program. This support will continue in FY 2015 and FY 2016.

The attached guidelines and application are for both programs. These materials can also be found on the NJTPA website at http://www.njtpa.org/Project/Devel/local_safety . **The deadline for submitting all proposals is Tuesday, May 20, 2014 at 5 pm.** Should you have any questions, please contact Christine Mittman at (973) 639-8448 /cmittman@njtpa.org or Sascha Frimpong at (973) 639-8422/ sfrimpong@njtpa.org.

Sincerely,

MK Murphy

Mary K. Murphy
Executive Director

c: NJTPA Board of Trustees Member
NJTPA Board Alternate
NJTPA RTAC Member
Caroline Trueman, FHWA NJ Division
Shukri M. Abuhuzeima, NJDOT Local Aid
Mark Tozzi, Bureau of Safety Programs
Deven Patel, NJDOT Local Aid
Martin Hofler, NJTPA
Mary Ameen, NJTPA
Amy Magnuson, NJTPA

ATTACHMENT A

LOCAL SAFETY PROGRAM

TOP 50 CRASH PRONE LOCATIONS

For

Regional Corridors

Intersections

Pedestrian Corridors

Pedestrian Hot Spots

Follows this page

A comprehensive list of locations in each Subregion are available on the NJTPA website at:

http://www.njtpa.org/Project-Programs/Project-Development/Local-Safety.aspx

TOP 50 NJTPA REGION HIGH CRASH CORRIDORS
LOCAL SAFETY PROGRAM
CRASH DATA: 2010-2012

NJTPA Rank	County	Municipality	SRI	Milepost Start	Milepost End	Total Crashes	Fatal	Incap	Moderate	Pain	PDO	K=A, No PDO
1	ESSEX	Irvington township	7000603	0.13	1.13	303	2	3	18	83	197	78.85
2	ESSEX	Newark city	510	27.1	28.1	246	0	1	15	96	134	72.30
3	ESSEX	East Orange city	508	8.36	9.36	290	0	2	12	91	185	69.19
4	ESSEX	Newark city	7000603	1.46	2.46	153	1	3	12	79	58	67.84
5	ESSEX	Montclair township	506	5.81	6.81	492	1	1	11	90	389	67.62
6	HUDSON	Jersey City city	501	30.35	31.35	453	1	4	10	74	364	65.73
7	ESSEX	East Orange city	7051144	0.092	1.092	240	0	1	18	79	142	65.63
8	HUDSON	Jersey City city	9000612	0.94	1.94	352	0	1	10	88	253	62.75
9	ESSEX	Newark city	508	9.55	10.55	197	1	0	5	90	101	58.89
10	MIDDLESEX	Edison township	529	0.17	1.17	304	0	2	11	72	219	57.39
11	ESSEX	Newark city	7000603	2.49	3.49	187	0	2	8	76	101	56.66
12	ESSEX	Newark city	7141865	0.49	1.49	222	0	3	6	74	139	56.26
13	PASSAIC	Passaic city	16000601	2.01	3.01	317	0	3	7	69	238	54.42
14	ESSEX	Newark city	7000658	2.81	3.81	162	1	1	4	72	84	50.39
15	HUDSON	Jersey City city	501	31.39	32.39	317	0	1	6	72	238	49.66
16	BERGEN	Englewood city	501	42.86	43.86	339	0	0	14	62	263	49.24
17	SOMERSET	Franklin Twp (Somerset Co)	527	48.08	49.08	269	0	0	15	60	194	49.10
18	PASSAIC	Paterson city	16000648	1.46	2.46	218	2	0	5	67	144	48.55
19	BERGEN	Teaneck township	2000039	3.49	4.49	331	1	1	5	65	259	47.41
20	ESSEX	Verona township	506	3.94	4.94	324	1	0	8	63	252	46.54
21	HUDSON	North Bergen township	501	34.9	35.9	250	0	2	8	58	182	46.43
22	ESSEX	Caldwell borough	506	1.89	2.89	348	0	0	16	53	279	46.12
23	HUDSON	Bayonne city	9011543	0.43	1.43	191	0	3	10	49	129	46.05
24	HUDSON	Jersey City city	9000617	2.11	3.11	260	0	2	3	66	189	45.98
25	ESSEX	Newark city	510	28.43	29.43	168	0	2	4	63	99	45.28
26	ESSEX	City of Orange township	7171145	0	1	152	0	0	10	62	80	45.24
27	PASSAIC	Wayne township	504	10.07	11.07	242	0	1	6	63	172	44.54
28	UNION	Plainfield city	20000601	0.77	1.77	184	0	0	11	59	114	44.53
29	BERGEN	Fair Lawn borough	2000076	0.27	1.27	193	0	1	17	43	132	44.17
30	OCEAN	Dover township	549	2.28	3.28	260	0	4	7	46	203	44.08
31	ESSEX	Newark city	7141895	2.655	3.655	167	0	1	7	60	99	43.84
32	OCEAN	Lakewood township	15000623	7.02	8.02	120	1	1	15	41	62	43.77
33	ESSEX	Newark city	510	25.9	26.9	147	0	0	9	61	77	43.67
34	PASSAIC	Paterson city	16000646	3.2	4.2	222	0	2	5	58	157	43.43
35	OCEAN	Lakewood township	526	31.61	32.61	202	1	1	7	54	139	43.16
36	HUDSON	North Bergen township	501	33.53	34.53	302	0	2	4	59	237	43.00
37	MIDDLESEX	Woodbridge township	12000604	4.493	5.493	227	0	1	6	60	160	42.84
38	UNION	Linden city	20000617	1.84	2.84	239	0	2	10	48	179	42.75
39	ESSEX	Newark city	7000667	0.24	1.24	117	0	1	6	59	51	42.27
40	BERGEN	Teaneck township	2000060	0.9	1.9	266	0	2	8	49	207	41.92
41	ESSEX	Bloomfield township	506	7.89	8.89	195	0	2	9	47	137	41.18
42	ESSEX	Newark city	7141891	0.71	1.71	137	0	0	2	68	67	40.65
43	UNION	Union Twp (Union Co)	20000630	1.95	2.95	194	1	0	7	54	132	40.43
44	ESSEX	Irvington township	509	10.56	11.56	114	0	3	4	49	58	40.05
45	SOMERSET	Franklin Twp (Somerset Co)	514	22.35	23.35	191	1	0	10	48	132	40.02
46	SOMERSET	Franklin Twp (Somerset Co)	527	49.25	50.25	220	0	2	10	43	165	39.91
47	MIDDLESEX	Piscataway township	529	3.74	4.74	335	1	1	4	53	276	39.59
48	PASSAIC	Paterson city	16000649	0.66	1.66	199	0	0	2	66	131	39.51
49	PASSAIC	Paterson city	16081447	0.58	1.58	197	0	0	6	58	133	38.96
50	BERGEN	Cliffside Park borough	2000027	0.43	1.43	200	0	3	8	40	149	38.94

TOP 50 NJTPA HIGH CRASH INTERSECTIONS IN THE NJTPA REGION
LOCAL SAFETY PROGRAM
CRASH DATA: 2010-2012

NJTPA Rank	County	Municipality	SRI	MP Start	Major Street	Minor Street	Total Crashes	Fatal	Incap	Moderate	Pain	PDO	K=A, No PDO
1	OCEAN	Lakewood township	528	32.13	Cedar Bridge Avenue	New Hampshire Road	48	1	0	5	17	25	30.61
2	OCEAN	Lakewood township	15000623	7.35	New Hampshire Road	OBERLIN AV S	37	0	1	7	13	16	30.13
3	ESSEX	Irvington township	7000602	0.11	Lyons Avenue	Stuyvesant Avenue	32	0	1	3	17	11	27.09
4	MIDDLESEX	Edison township	529	1.06	Plainfield Avenue	GREENWOOD AV	48	0	1	4	15	28	26.85
5	SOMERSET	Franklin Twp (Somerset Co)	514	19.84	Amwell Road	S MIDDLEBUSH RD	51	0	0	2	22	27	25.52
6	ESSEX	Millburn township	577	0.92	Main Street	Millburn Avenue	29	0	2	6	5	16	25.18
7	ESSEX	Newark city	7000603	2.92	Springfield Avenue	Bergen Street	34	0	1	3	14	16	24.09
7	ESSEX	Newark city	7000603	2.47	Springfield Avenue	S. 10TH ST	20	0	1	3	14	2	24.09
9	PASSAIC	Wayne township	504	11.16	Paterson-Hamburg Turnpike	COLLEGE RD	32	0	1	2	15	14	23.33
10	BERGEN	Hackensack city	20000561	4.19	Essex Street	Summit Avenue	52	0	1	5	8	38	21.61
11	BERGEN	Washington Twp (Bergen Co)	502	15.45	Washington Avenue	Pascacks Road	38	0	2	3	5	28	19.90
12	ESSEX	Newark city	000005065	3.53	Bloomfield Avenue	Mt Prospect Avenue	29	0	0	2	16	11	19.52
13	ESSEX	Irvington township	7000603	0.98	Springfield Avenue	ORANGE AVE	25	1	0	3	9	12	19.09
14	BERGEN	Hackensack city	2000055	4.55	Polifly Road	Essex Street	57	0	0	1	17	39	18.76
14	HUDSON	Jersey City city	9061567	0.19	Marin Boulevard	6TH ST	43	0	0	1	17	25	18.76
16	MONMOUTH	Neptune township	13000040A	1.05	Memorial Drive	LAREINE AVE	24	1	0	3	8	12	18.09
17	OCEAN	Lakewood township	528	32.44	Cedar Bridge Avenue	OBERLIN AV S	37	0	0	4	11	22	18.04
18	ESSEX	Irvington township	7000603	0.82	Springfield Avenue	WILLIAM S. BULL ST	23	0	1	4	6	12	17.85
19	ESSEX	Newark city	510	25.97	South Orange Avenue	Sanford Avenue	30	0	0	1	16	13	17.76
19	MIDDLESEX	Monroe Twp (Middlesex Co)	522	11.53	Buckalew Avenue	Prospect Plains Road	27	0	0	1	16	10	17.76
21	BERGEN	Hackensack city	2000057	1.68	South Summit Avenue	Pleasantview Avenue	46	0	1	1	11	33	17.57
22	MONMOUTH	Eatontown borough	547	27.26	Wyckoff Road	SOUTH ST	22	0	0	6	7	9	17.56
23	UNION	Rahway city	20131242	0.69	Lake Avenue	Jefferson Avenue	31	0	0	2	14	15	17.52
23	UNION	Plainfield city	20121299	0.46	Clinton Avenue	W. 3RD ST	27	0	0	2	14	11	17.52
25	ESSEX	Newark city	7000603	2.23	Springfield Avenue	S. 14TH ST	15	0	1	2	9	3	17.33
26	HUDSON	Jersey City city	9000605	1.46	West Side Avenue	Communipaw Avenue	55	0	0	3	12	40	17.28
26	HUDSON	Jersey City city	501	30.37	Hudson Boulevard	Sip Avenue	24	0	0	3	12	9	17.28
28	MIDDLESEX	Perth Amboy city	12161165	0.94	FAYETTE ST	MAPLE ST	34	0	0	0	17	17	17.00
28	UNION	Plainfield city	20121307	0.27	North Avenue	Berckman Avenue	26	0	0	0	17	9	17.00
30	MIDDLESEX	Monroe Twp (Middlesex Co)	12000613	1.42	Spotswood-Englishtown Road	MOUNTS MILL RD	16	0	1	4	5	6	16.85
31	MIDDLESEX	East Brunswick township	12000613	8.00	Summerhill Road	Rues Lane	34	0	0	5	8	21	16.80
32	ESSEX	Newark city	510	28.10	South Orange Avenue	Bergen Street	27	0	0	1	15	11	16.76
33	BERGEN	New Milford borough	2000049	4.60	New Bridge Road	West Shore Avenue	29	0	1	1	10	17	16.57
33	ESSEX	Irvington township	7000603	0.64	Springfield Avenue	Elmwood Avenue	33	0	1	1	10	21	16.57
35	ESSEX	Newark city	7000603	2.40	Springfield Avenue	South 11th Street	18	0	2	1	5	10	16.38
35	MIDDLESEX	Monroe Twp (Middlesex Co)	12000614	12.18	Prospect Plains Road	GRAVEL HILL-SPOTSWOOD RD	9	1	1	1	5	1	16.38
37	ESSEX	Newark city	7000667	1.10	Broadway	CHESTER AVE	23	0	0	1	14	8	15.76
38	PASSAIC	Paterson city	16000601	5.99	Main Street	Madison Avenue	25	0	2	0	6	17	15.62
38	PASSAIC	Passaic city	16000601	2.73	Main Avenue	Broadway	21	0	2	0	6	13	15.62
40	ESSEX	Newark city	7141865	1.15	Broad Street	William Street	21	0	1	1	9	10	15.57
40	HUDSON	North Bergen township	9000693	2.31	Jf Kennedy Blvd East	Bergenline Avenue	28	0	1	1	9	17	15.57
42	BERGEN	Midland Park borough	20000801	0.03	Godwin Avenue	Erie Avenue	19	0	0	6	5	8	15.56
43	ESSEX	Newark city	7000619	2.41	Stuyvesant Avenue	18th Avenue	24	0	0	2	12	10	15.52
43	MIDDLESEX	East Brunswick township	12000606	1.90	Milltown Road	Ryders Lane	45	0	0	2	12	31	15.52
45	MONMOUTH	Neptune township	13000002	1.42	6th Avenue	Memorial Drive	13	0	2	1	4	6	15.38
46	HUDSON	Jersey City city	501	31.01	JFK Boulevard	St Pauls Avenue	29	1	0	2	7	19	15.33
47	BERGEN	River Edge borough	503	7.56	Main Street	New Bridge Road	45	0	0	3	10	32	15.28
48	BERGEN	Hackensack city	20000561	4.46	Essex Street	SECOND ST	36	0	1	0	10	25	14.81
48	ESSEX	Newark city	7091881	1.54	Clinton Avenue	Bergen Street	15	0	1	0	10	4	14.81
50	UNION	Plainfield city	20000601	1.35	West 7th Avenue	CENTRAL AVE	16	0	0	5	6	5	14.80

TOP 50 PEDESTRIAN HIGH CRASH CORRIDORS IN THE NJTPA REGION
LOCAL SAFETY PROGRAM
CRASH DATA: 2010-2012

NJTPA Rank	COUNTY	MUNICIPALITY	SRI	MP Start	MP End	Total Crashes	Fatal	Incap	Moderate	Pain	PDO	K=A, No PDO
1	Essex	Irvington township	7000603	0.06	1.06	68	2	3	18	39	6	94.73
2	Hudson	Jersey City city	501	30.05	31.05	62	1	4	9	46	2	85.89
3	Essex	Irvington township	7000603	1.10	2.10	56	0	1	14	38	3	67.44
4	Essex	East Orange city	508	8.05	9.05	49	0	2	11	34	2	62.98
5	Essex	Bloomfield township	000005065	1.04	2.04	36	0	5	9	20	2	59.89
6	Essex	Newark city	7141865	0.19	1.19	43	2	0	11	26	4	54.98
7	Essex	Newark city	000005065	3.19	4.19	44	1	1	8	30	4	53.70
8	Union	Plainfield city	20000620	0.16	1.16	32	1	3	8	18	2	51.32
9	Essex	South Orange Village township	510	24.24	25.24	34	1	2	10	19	2	51.03
10	Essex	South Orange Village township	510	25.40	26.40	38	0	3	6	26	3	50.99
11	Essex	Montclair township	506	5.92	6.92	37	1	1	11	22	2	50.98
12	Bergen	Hackensack city	20000561	4.04	5.04	34	2	1	10	16	5	48.03
13	Essex	Newark city	7141844	0.00	1.00	38	0	1	7	28	2	45.13
14	Hudson	Bayonne city	9011543	0.02	1.02	28	3	1	5	16	3	44.04
15	Essex	Newark city	510	27.49	28.49	36	0	1	5	29	1	42.61
16	Essex	Irvington township	7091881	0.10	1.10	27	1	2	8	13	3	41.51
17	Essex	City of Orange township	7171203	0.00	1.00	41	1	0	6	25	9	40.37
18	Essex	Newark city	510	28.50	29.50	29	0	3	1	24	1	40.19
19	Hudson	Jersey City city	9000625	0.00	1.00	34	0	1	5	26	2	39.61
20	Hudson	North Bergen township	9081254	0.00	1.00	29	0	2	6	19	2	39.18
21	Essex	Irvington township	7000602	1.04	2.04	30	0	0	11	19	0	38.35
22	Hudson	Jersey City city	9000609	0.06	1.06	33	0	1	3	26	3	36.09
23	Passaic	Passaic city	16000601	2.29	3.29	47	0	0	4	29	14	36.04
24	Hudson	Jersey City city	501	28.98	29.98	30	0	1	6	20	3	35.37
25	Hudson	Bayonne city	501	26.84	27.84	30	0	1	5	21	3	34.61
26	Union	Plainfield city	531	8.06	9.06	28	1	1	4	17	5	21.00
27	Hudson	Jersey City city	9061556	0.16	1.16	28	1	0	6	18	3	24.00
28	Hudson	Bayonne city	9011544	0.06	1.06	31	0	1	2	25	3	27.00
29	Essex	East Orange city	7000558	2.45	3.45	24	1	1	3	18	1	21.00
29	Hudson	West New York town	9081254	2.06	3.06	24	1	1	3	18	1	21.00
31	Hudson	Guttenberg town	9081254	1.03	2.03	30	0	0	9	17	4	26.00
32	Essex	Newark city	7000667	1.10	2.10	27	1	0	5	19	2	24.00
33	Bergen	Cliffside Park borough	2000027	0.05	1.05	21	0	3	4	11	3	15.00
34	Essex	Belleville township	7000645	2.12	3.12	25	2	0	6	12	5	18.00
35	Essex	Glen Ridge borough	000005065	0.00	1.00	20	0	2	7	10	1	17.00
36	Essex	Millburn township	577	0.68	1.68	22	0	1	12	6	3	18.00
37	Essex	East Orange city	7191831	1.03	2.03	29	0	1	4	20	4	24.00
37	Hudson	Jersey City city	9000617	2.11	3.11	26	0	1	4	20	1	24.00
39	Bergen	Fairview borough	2000029	0.00	1.00	36	0	0	6	21	9	27.00
40	Hudson	Jersey City city	9000605	1.11	2.11	32	0	0	3	26	3	29.00
41	Hudson	Jersey City city	501	27.94	28.94	22	0	2	3	16	1	19.00
42	Bergen	Teaneck township	2000060	1.12	2.12	25	0	2	5	12	6	17.00
42	Essex	East Orange city	510	26.43	27.43	22	0	2	5	12	3	17.00
44	Essex	Newark city	7141895	2.43	3.43	26	0	1	6	15	4	21.00
45	Essex	Irvington township	509	10.57	11.57	25	0	2	3	15	5	18.00
46	Somerset	Manville borough	533	28.00	29.00	14	0	4	2	7	1	9.00
47	Hudson	Harrison town	9000697	1.15	2.15	21	1	0	9	9	2	18.00
48	Essex	Bloomfield township	000005065	2.09	3.09	25	0	1	5	16	3	21.00
49	Essex	Irvington township	7000601	0.34	1.34	18	1	1	6	9	1	15.00
50	Hudson	Bayonne city	501	24.76	25.76	18	0	2	8	5	3	13.00

TOP 50 NJTPA REGION HIGH CRASH PEDESTRIAN SPOT LOCATIONS
LOCAL SAFETY PROGRAM
CRASH DATA: 2010-2012

NJTPA Rank	COUNTY	MUNICIPALITY	SRI	MP Start	MP End	Total Crashes	Fatal	Incap	Moderate	Pain	PDO	K=A, No PDO
1	Essex	Irvington township	7000603	0.90	1.00	16	2	0	4	10	0	26.66
2	Hudson	Jersey City city	501	30.40	30.50	14	0	2	2	10	0	23.14
3	Bergen	Englewood city	501	43.86	43.96	13	0	2	3	6	2	20.90
4	Essex	South Orange Village township	510	24.53	24.63	14	0	1	4	9	0	20.85
5	Essex	Bloomfield township	000005065	1.11	1.21	13	0	2	1	9	1	20.38
6	Essex	Irvington township	7000603	0.77	0.87	16	0	1	3	10	2	20.09
7	Essex	Irvington township	7000603	1.39	1.49	17	0	0	4	13	0	20.04
8	Hudson	Jersey City city	501	30.80	30.90	15	0	1	1	13	0	19.57
9	Essex	Millburn township	527	71.14	71.24	8	0	2	5	1	0	19.42
10	Essex	Newark city	7141865	0.39	0.49	10	1	0	5	4	0	17.61
11	Essex	Newark city	510	26.10	26.20	10	0	2	1	6	1	17.38
12	Essex	Irvington township	7000603	0.60	0.70	11	0	1	3	7	0	17.09
13	Union	Summit city	20000622	6.60	6.70	7	0	2	3	2	0	16.90
14	Hudson	Jersey City city	501	30.27	30.37	13	1	0	1	10	1	16.57
15	Essex	Newark city	7000667	0.33	0.43	16	0	0	2	13	1	16.52
16	Essex	East Orange city	508	8.11	8.21	12	0	1	2	8	1	16.33
17	Essex	East Orange city	7191831	1.75	1.85	17	0	0	3	11	3	16.28
17	Essex	Newark city	510	25.97	26.07	15	0	0	3	11	1	16.28
19	Somerset	North Plainfield borough	531	8.82	8.92	7	1	1	2	3	0	16.14
20	Hudson	Jersey City city	9000612	0.92	1.02	10	0	1	3	6	0	16.09
21	Union	Linden city	514	40.71	40.81	6	0	2	3	1	0	15.90
22	Essex	Millburn township	577	0.92	1.02	10	0	1	4	4	1	15.85
23	Hudson	Jersey City city	9000625	0.31	0.41	15	0	0	2	12	1	15.52
24	Bergen	Hackensack city	020000561	4.20	4.30	6	1	1	2	2	0	15.14
24	Essex	Newark city	7091831	2.38	2.48	6	1	1	2	2	0	15.14
26	Essex	Montclair township	506	6.05	6.15	9	0	1	3	5	0	15.09
26	Union	Plainfield city	20000620	0.64	0.74	9	1	0	3	5	0	15.09
28	Hudson	Hoboken city	9051054	1.12	1.22	9	0	1	4	3	1	14.85
29	Essex	Newark city	7000658	3.07	3.17	12	1	0	0	10	1	14.81
30	Passaic	Passaic city	16000601	3.00	3.10	20	0	0	1	13	6	14.76
31	Essex	Newark city	510	29.10	29.20	8	0	2	0	5	1	14.62
32	Essex	Newark city	000005065	3.50	3.60	10	0	1	1	8	0	14.57
32	Essex	Newark city	510	29.27	29.37	10	0	1	1	8	0	14.57
34	Ocean	Lakewood township	528	30.70	30.80	4	2	1	0	0	1	14.43
35	Essex	Newark city	510	27.60	27.70	12	0	0	2	10	0	13.52
36	Bergen	Hillsdale borough	2000104	0.87	0.97	6	1	1	1	2	1	13.38
36	Essex	Bloomfield township	000005065	1.32	1.42	5	0	2	1	2	0	13.38
36	Hudson	North Bergen township	9081254	0.00	0.10	5	0	2	1	2	0	13.38
39	Bergen	Hackensack city	020000561	4.61	4.71	9	1	0	2	5	1	13.33
39	Hudson	Bayonne city	9011543	0.84	0.94	9	1	0	2	5	1	13.33
39	Essex	Irvington township	7000603	1.62	1.72	8	0	1	2	5	0	13.33
42	Essex	Newark city	7141895	2.93	3.03	12	0	0	3	8	1	13.28
43	Essex	East Orange city	508	7.95	8.05	10	0	1	0	8	1	12.81
44	Essex	East Orange city	508	8.81	8.91	11	0	0	2	9	0	12.52
45	Essex	Irvington township	7091881	0.50	0.60	4	1	1	1	1	0	12.38
45	Hudson	Bayonne city	9011101	0.00	0.10	4	0	2	1	1	0	12.38
45	Union	Linden city	20000619	0.53	0.63	4	1	1	1	1	0	12.38
48	Essex	Bloomfield township	000005065	1.99	2.09	7	0	1	2	4	0	12.33
48	Middlesex	Sayreville borough	535	30.42	30.52	7	0	1	2	4	0	12.33
48	Essex	Irvington township	7000603	0.34	0.44	7	0	1	2	4	0	12.33

ATTACHMENT B

HIGH RISK RURAL ROADS SEGMENTS

These lists are available on the NJTPA website at:

http://www.njtpa.org/Project-Programs/Project-Development/Local-Safety.aspx

Middlesex
Monmouth
Morris
Ocean
Somerset
Sussex
Union
Warren

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

City Clerk File No. Res. 14.306

Agenda No. 10.N

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS AND EXECUTE GRANT AGREEMENT FS14-104 BETWEEN THE CITY AND THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2013 GREEN COMMUNITIES GRANT

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

WHEREAS, the City of Jersey City Resolution 14-221 approved on April 9, 2014 authorized the Department of Public Works, Division of Parks and Forestry to submit a grant to the New Jersey State Department of Environmental Protection (NJDEP) State Forestry Services for the Green Communities Grant that supports the hiring of a specialist at Six Thousand dollars ($6,000.00) to assist Jersey City in the development of its comprehensive Community Forestry Management Plan; and

WHEREAS, the Division of Parks and Forestry is required to submit a comprehensive Community Forestry Management Plan to the NJDEP every five (5) years that outlines all forestry projects and wishes to accept the **$3,000.00** being offered by NJDEP for this purpose; and

WHEREAS, City agrees to the 100% match requirements of **$3,000.00** and certifies the availability of funds from the Division of Parks and Forestry operating account number 01-201-28-375-312, and

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

1. The City of Jersey accepts $3,000.00 from the New Jersey Department of Environmental Protection on behalf of the Department of Public Works, Division of Parks and Forestry, and

2. The Mayor or Business Administrator is authorized to execute the Grant Agreement FS14-104 attached hereto and comply with the general terms and conditions attached, and

3. The Office of Budget and Management is authorized to establish a grant account in the amount of $3,000.00 for the NJDEP State Forestry Services grant identified as FS14-104 2013 Green Communities Grant, which shall be utilized in the year 2014 and/or thereafter.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT FUNDS AND EXECUTE GRANT AGREEEMENT FS14-104 BETWEEN THE CITY AND THE STATE OF NEW JERSEY, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2013 GREEN COMMUNITIES GRANT

Project Manager

Department/Division	Public Works	Parks and Forestry
Name/Title	Acting Director Cleveland Snow	Division Director
Phone/email	201-547-4449	CSnow@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to authorize the city to accept the grant award of $3,000 from NJDEP and execute a grant agreement. The City agrees to match the funds at $3,000. The program funds will be used by DPW Division of Parks & Forestry to hire a consultant that will develop a comprehensive five year (5) Community Forestry Management Plan at $6,000. -

Cost (Identify all sources and amounts)

Division of Parks & Forestry
Operating Account:
01-201-28-375-312 = $3,000.00

Contract term (include all proposed renewals)

One year grant

Type of award GRANT

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

5-5-14
Date

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NEW JERSEY STATE FORESTRY SERVICES
MAIL CODE 501-04
PO BOX 420
TRENTON, NJ 08625-0420
TEL: 609-292-2532 FAX: 609-984-0378

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

April 3, 2014

Cleveland Snow
Acting Director
575 Rt. 440
Jersey City, New Jersey 07305

Dear Cleveland Snow,

Congratulations! It is with great pleasure that The New Jersey State Forestry Services informs you that the Jersey City has been awarded a Green Communities grant in the amount of $3,000.00. This award has been endorsed by the New Jersey Community Forestry Council.

The major goal of the State's Community Forestry Program is to educate all 566 municipalities in the State about the benefits of developing their own distinctive community forestry program and to offer support for these programs. As a community's program develops, the extent of its tree cover will increase and the vitality of its trees will improve. It is our experience that this will lead to greater awareness and appreciation of the benefits of trees.

The purpose of this Green Communities grant is to provide funding to hire a qualified expert to assist the Jersey City in the development of a Community Forestry Management Plan. The attached Grant Agreement requires submission of a complete governing body resolution (GBR), and a signed grant document. Please be sure to follow all directions noted on the attachment. DO NOT sign the Grant Agreement until the resolution is passed, otherwise, this will void the agreement and require a resubmission.

Your grant identifier is: FS14-104. Please use this number throughout the grant process.

The grant agreement is not fully executed until it is signed by the Assistant Commissioner for Natural and Historic Resources. Costs incurred prior to authorization are not eligible for reimbursement.

Should you have any questions concerning this grant award, please contact me at 609-777-0087.

Sincerely,

Donald S. Krawiec
Grant Administrator
609-777-0087
donald.krawiec@dep.state.nj.us

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State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
NEW JERSEY STATE FORESTRY SERVICES
MAIL CODE 501-04
PO BOX 420
TRENTON, NJ 08625-0420
TEL: 609-292-2532 FAX: 609-984-0378

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

Instructions

DO FIRST
Governing Body Resolution (GBR) instructions:

Attached is the GBR. Please do not change the format as it will only be accepted in its current form. The resolution was prepared using the information contained in the application. Non-compliance will require a resubmission.

1. Have the GBR voted on.
2. Please complete the GBR. Indicate the date introduced and passed, and the vote tally.
3. Be sure to have the resolution certifier sign, date, and provide a raised seal (raised seal is optional but recommended).

NEXT
Grant Agreement instructions:

To expedite this matter, please follow the steps below carefully and return all the documents promptly to the Community Forestry Program at the address noted below. **Do not do these steps until the GBR is passed!**

1. Have **the authorized municipal official sign and date all 3 copies of Page 2** on the line above where the name is typed as soon as reasonably possible, and **after the resolution is passed.**

    a. **DO NOT use a signature stamp** in place of an original signature.
    b. If a new authorized municipal official has been appointed to the listed position that executes the grant since the resolution was signed, draw one line through the previous municipal official's name. **DO NOT use white-out.** Then have the new authorized municipal official sign their name and list their job title.

2. (Optional) Have the municipal or corporate attorney sign the same three copies of Page 2 as to their approval of the form in the designated space. This is optional, but may be a requirement of the municipality.

3. Mail your original signed grant agreement and resolution to:
   Mail Code 501-04
   Green Communities Grant
   DEP-Division of Parks and Forestry
   PO Box 420
   Trenton, NJ 08625-0420

New Jersey is an Equal Opportunity Employer • Printed on Recycled Paper and Recyclable

GRANT AGREEMENT
BETWEEN
JERSEY CITY
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS14-104

GOVERNING BODY RESOLUTION

The governing body of Jersey City desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately $3,000.00 to fund the following project:

2013 Green Communities Grant
Community Forestry Management Plan

Therefore, the governing body resolves that Steven Fulop or the successor to the office of Mayor is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than $3,000.00 and not more than $3,000.00, and (c) to execute ☐ any amendments thereto ☒ any amendments thereto which do not increase the Grantee's obligations.

The authorizes Jersey City and hereby agrees to match $3,000.00 of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 100% of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____

Ayes: _____
Noes: _____
Absent: _____

Seal

* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

CERTIFICATION*

I, Michael Razzoli, Director, Department of Public Works of Jersey City certify that this resolution was duly adopted by Jersey City at a meeting duly held on the day of ; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

(signature) *

Michael Razzoli
(print name)

Director, Department of Public Works
(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

GRANT AGREEMENT
BETWEEN
JERSEY CITY
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS14-104

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(print name)

Director, Department of Public Works
(print title)

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BETWEEN
JERSEY CITY
AND
THE STATE OF NEW JERSEY
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GRANT IDENTIFIER: FS14-104

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Director, Department of Public Works
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GRANT AGREEMENT
BETWEEN
JERSEY CITY
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT NUMBER: FS14-104

I. Grant Award Data and Signatures

Grantee's - Name: Jersey City (the "Grantee")

Address: 575 Rt. 440

Jersey City, New Jersey 07305

Vendor ID #: 22-6002013 Grantee Telephone #: 201-547-4449

Financial Officer's - Name: Silendra Baijnauth

- Title: Fiscal Officer (the "Chief Financial Officer")

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's - name: **Division of Parks and Forestry** (the Granting Agency")

- address: 501 East State Street P.O. Box 404

Trenton, New Jersey 08625-0404

Grant Officer's - name: Alexander J. McCartney, Forester (the "Grant Officer")

TITLE OF GRANT: 2013 Green Communities Grant

AMOUNT OF GRANT: $3,000.00

WORK PERIOD: The effective date of this agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this agreement commences on 4/3/2014 or the effective date, whichever is ☒ earlier ☐ later, and runs to 4/3/2016. Grant funds may be used only to satisfy obligations which arise during the work period.

REPORT(s)/DELIVERABLE(s) DUE: 30 days from end of work period

PAYMENT SCHEDULE: Reimbursement upon receipt of final expenditure report

PURPOSE AND AUTHORITY: Support to municipalities and counties for the development of comprehensive community forestry management plans; NJSA 13: 1L-1 et seq + NJSA 13: 1D-9(r)

Source of funds	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ FEDERAL AGENCY	ACCOUNT TITLE
State General Fund		FY13-100-042-4870-074		Green Communities Grant
Federal	$3,000.00	FY12-100-042-4870-038		Green Communities Grant
Grantee	$3,000.00			
Other (i.e. bond fund, tax fund etc.)	0.00			
	$6,000.00	TOTAL APPROVED PROJECT AMOUNT		

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☒ has ☐ has not been provided to the Granting Agency by the Deputy Attorney General.

APPROVAL OF GRANTING AGENCY

Division of Parks and Forestry
(print name of Granting Agency; all capitals)

By: _____
(signature)

Lynn E Fleming
(print name)

State Forester
(print title)

Date: 4-8-14

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the 'parties") execute this agreement and confirm that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as "ATTACHED" in the Table of Attachments. Grantee represents that the Authorizing Resolution (attached) remains valid.

SIGNED

JERSEY CITY
(print Grantee's name; all capitals)

By: _____
(signature)

Steven Fulop
(print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Rich Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

HERE

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

_____
(signature)

_____, Deputy Attorney General
(print name)

Date: _____

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APPROVAL OF GRANTING AGENCY

Division of Parks and Forestry
(print name of Granting Agency; all capitals)

By: _____
(signature)

Lynn E Fleming
(print name)

State Forester
(print title)

Date: 4-8-16

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(print Grantee's name; all capitals)

By: _____
(signature)

Steven Fulop
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED;

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Rich Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

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APPROVED AS TO LEGAL FORM

For the State: *

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(signature)

_____, Deputy Attorney General
(print name)

Date: _____

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By: _____
(signature)

Lynn E Fleming
(print name)

State Forester
(print title)

Date: 4-8-14

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(print Grantee's name; all capitals)

By: _____
(signature)

Steven Fulop
(Print name)

Mayor
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Rich Boornazian
(print name)

Assistant Commissioner
(print title; Commissioner or authorized delegate)

Date: _____

II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this Grant Agreement (Attachment A). Reimbursement may be obtained only for costs described in the Grant Budget (Attachment C). Grant funds are not to be used:

a) to lobby or otherwise attempt to influence legislation or government policy;

b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;

c) to make grants to individuals or other organizations;

d) to undertake any activity for any purpose other than is set forth in this agreement.

2. Compliance with Existing Laws and Policies

a) The Grantee agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Such laws, rules, regulations, and policies include, but are not limited to, the following:

1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.

2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. , if applicable.

3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.

4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., if applicable, and

5) New Jersey State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

b) The Grantee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15.

c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.

d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:

1) United States Office of Management and Budget ("OMB") Circulars A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230), the Cost Principles: Educational Institutions; State, Local, and Indian Tribal Governments; Non-Profit Organizations, respectively,

2) OMB Circulars A-102 and A-110 (2 CFR Part 215), the Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively,

3) OMB Circular A-133, Revised, Audits of States, Local Governments, and Nonprofit Organizations,

4) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) http://www.whitehouse.gov/omb/grants/chart.aspx, and

5) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

3. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's

performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

4. **Assignments and Subcontracts**

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

a) As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of the Department's Subcontractor Certification form.

b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.

c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

5. **Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

6. **Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

7. **Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed

of in a manner generally consistent with State and federal requirements (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

8. **Method of Payment**

a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.

If this agreement provides for an advance payment, as detailed in the Payment Schedule, such initial advance payment will be made to the Grantee upon execution of this agreement by the Department, upon submission of a properly executed invoice form.

1) Progress payments shall be made by the Department on a periodic basis as prescribed in the Payment Schedule. Such payments shall be issued only upon receipt of the required financial and narrative reports described. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.

2) If the Payment Schedule so provides, a portion of the grant will be withheld pending receipt of the required final reports.

3) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.

4) Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.

b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

9. **Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements associated with this grant project, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

10. **Financial Management System**

a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:

1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,

3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,

4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment C, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,

5) accounting records that are supported by source documentation,

6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and

7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

b) The Department may require the submission of a Statement of Adequacy of Accounting System.

c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

11. Performance Reporting

The Grantee will submit a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts.

12. Monitoring Performance

a) The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in the Scope of Work, Attachment A.

b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:

1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and

2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.

c) The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.

d) If the Grantee is not performing satisfactorily, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

13. Audit Requirements

a) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, federal OMB Circulars A-133 Revised, and A-102 or A-110, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a non-federal entity funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 04-04-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and the federal OMB Circulars. If the Grantee expends a total of $500,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than $500,000 in federal or State financial assistance within their fiscal year, but expend $100,000 or more in State and/or federal financial assistance within their fiscal year, must have <u>either</u> a financial statement audit performed in accordance with <u>Government Auditing Standards (Yellow Book)</u> or a program-specific audit performed in accordance with the Act, Amendments, OMB Circular No. A-133 Revised and State policy.

b) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 14, Agreement Amendment; Section 16, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

c) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the Department, subject to audits by the Department at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required.

d) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

14. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exception. If the amendment being documented is of the type described in paragraph a), b), or c) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.

b) The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to $20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than $25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to $2,500. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.

c) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:

1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,

2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,

3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and

4) the Department considers the Grantee's fixed costs when making any reduction.

15. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

a) The Grantee shall submit a final report. The Department may permit extensions when requested in writing by the Grantee.

b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.

c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.

d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 7, Property Management Standards.

f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

16. Termination

a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department terminates this Agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee for commitments made prior to notice of such termination.

b) The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.

c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

17. Access to Records

The Grantee agrees to make available to the Department, any federal agency whose funds are expended in the course of this agreement, and any of their duly authorized representatives such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations.

a) Whenever reasonable and practical, the Department shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the Department's responsibilities, however, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.

b) The Department reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Department access to such records in any contract with the subcontractor.

c) The Department reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

18. Record Retention:

The Grantee shall retain financial, statistical, and all other records and supporting documents pertinent to this agreement for a period of three (3) years from the date the Grantee submits the final expenditure reports or the final performance reports, whichever is later. Records must be retained for such longer period as any applicable State or federal statute may require, with the qualifications stated below:

a) If any litigation, claim, or audit is started before the end of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

b) Records for nonexpendable property acquired with Department funds shall be retained for three (3) years after its final disposition.

c) The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

19. Approvals and Authorizations

a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation, the Grantee must submit with this agreement a corporate resolution, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance or resolution is received.

c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.

d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer.

e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

20. Miscellaneous Provisions:

a) Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.

b) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:

1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.

2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.

c) Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.

d) Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.

e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.

f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.

g) Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.

h) Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

i) Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.

j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.

k) Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.

l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.

n) Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.

o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.

p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service.(* Disregard if grant made to a government unit.)

21. Additional Provisions:

A-1. Additional Federal Funded Agreement Provisions ☒ yes ☐ no

GRANT AGREEMENT
BETWEEN
JERSEY CITY
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: FS14-104

SCOPE OF SERVICES

The Scope of Services for this Grant Agreement comprises the Grantee's proposal, and any modifications, amendments and additions thereto, which is incorporated as part of this Attachment A.

Following the Grantee's selection of the consultant and prior to authorizing the consultant to begin work, the Grantee will inform the Community Forestry Program of the name, address, and phone number of the consultant selected. For the purposes of this Grant (the Green Communities Challenge Grant) Agreement, "consultant" is not a "subcontractor" under Paragraph 4 on page four (4) of the preceding agreement form, DEP-0069MG-Forestry.

The Grantee will ensure that the Community Forestry Management Plan is prepared in accordance with the "New Jersey Shade Tree and Community Forestry Assistance Act Guidelines" set forth by the New Jersey Community Forestry Program. These guidelines may be found on the State website at: www.communityforestry.nj.gov.

The grantee will submit the plan in accordance to the instructions listed in "New Jersey Shade Tree and Community Forestry Assistance Act Guidelines" under section "Community Forestry Management Plan Submission and Approval Procedures." Once the plan is confirmed to be complete, it shall be provided to the Community Forestry Council for review in accordance with the New Jersey Shade Tree and Community Forestry Assistance Act, P.L. 1996, chapter 135

The Community Forestry Council, as a result of its review, may recommend changes in the plan. The Grantee agrees to consider all recommended changes to the plan and to resubmit a revised plan until the Community Forestry Council recommends approval. The State Forester shall grant final approval.

The State will pay the Green Communities Challenge Grant money to the Grantee as a reimbursement for the direct cost it incurred in hiring the consultant, up to the amount of the grant award. This payment shall be made once the Grantee has submitted a Community Forestry Management Plan and has received final approval. At that point, the Grantee will submit invoices from the consultant, with proof of cash or in-kind match from the Grantee. The invoices and match expenditures (in-kind included) need to be summarized in a one page letter, and submitted to the forester managing the grant with all supporting documents within 30 days of the Community Forestry Management Plan receiving final approval.

GRANT AGREEMENT
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ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at http://www.sam.gov.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

(1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.

(3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-B, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in http://www.whitehouse.gov/omb/grants/chart.aspx, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.

B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.

B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements.

VI. Eligible Workers

A. The Grantee shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.

B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provisions of this agreement.

VII. Requirement for Data Universal Numbering system (DUNS) number

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (http://fedgov.dnb.com/webform). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number

**GRANT AGREEMENT
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JERSEY CITY
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THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: FS14-104

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs Salaries	0.00	0.00	0.00	0.00	0.00
Fringe Benefits	0.00	0.00	0.00	0.00	0.00
B. Consultants and Subcontractors	$6,000.00	$3,000.00		$3,000.00	0.00
C. Other Costs Specify					
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
D. Audit	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs	$6,000.00	$3,000.00		$3,000.00	0.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	$6,000.00	$3,000.00		$3,000.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
TOTAL PROJECT AMOUNT	$6,000.00	$3,000.00		$3,000.00	0.00

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" and "State" column totals $3,000.00
☐ the sum of "Federal" "State" and "Other" column totals $0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

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

City Clerk File No. Res. 14.221

Agenda No. 10.B

Approved: APR 09 2014

TITLE:

RESOLUTIONS AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARKS & FORESTRY TO APPLY FOR FUNDS FROM THE NEW JERSEY STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE FORESTRY SERVICES FY 2014 GREEN COMMUNITIES GRANT

COUNCIL **Offered and moved adoption of the following resolution.**

WHEREAS, the New Jersey State Department of Environmental Protection State Forestry Services FY 2014 Green Communities Grant strives to sustain healthy trees cover in New Jersey Communities, and encourage the development of new local community forestry programs, and provide support funding that is to be used towards the hiring a specialist to create and submit a comprehensive Community Forestry Management Plan; and

WHEREAS, the Division of Parks & Forestry is required to submit a comprehensive Community Forestry Management Plan every five (5) years that outlines all forestry projects; and

WHEREAS, the Division of Parks & Forestry desires to submit an application to the New Jersey State Department of Forestry for the FY 2014 Green Communities Grant to hire a forestry consultant at six thousand dollars ($6,000.00) who will help develop the Community Forestry Management Plan; and

WHEREAS, the New Jersey State Department of Environmental Protection State Forestry Services will provide three thousand dollars ($3,000.00) toward the cost for hiring said consultant and requires Jersey City to provide a 50% match of the total project amount; and

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

1. The City of Jersey City authorizes the submission of the grant to hire a consultant to develop the City's Community Forestry Management five (5) year plan at a cost of $6,000.00 with a $3,000.00 City required match.

APPROVED: 3-18-14

Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.9.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTIONS AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARKS & FORESTRY TO APPLY FOR FUNDS FROM THE NEW JERSEY STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE FORESTRY SERVICES FY 2014 GREEN COMMUNITIES GRANT

Project Manager

Department/Division	Jersey City Department of Public Works	Parks & Forestry
Name/Title	Acting Director Cleveland Snow	
Phone/email	201-547-4449	CSnow@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

1. This Grant Award will be used by the Division of Parks & Forestry to hire a consultant that will develop a comprehensive five year (5) Community Forestry Management Plan at six thousand dollars ($6,000.00) with a 50% City Match of three thousand dollars ($3,000.00)

Cost (Identify all sources and amounts)

$3,000.00 NJ State Forestry
$3,000.00 Department of Public Works

Contract term (include all proposed renewals)

One Year Grant

Type of award Grant

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

3-18-14
Date

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP OFFICE

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 4857 | F: 201 369 7241

MEMORANDUM

Date: 3/18/14

To: Michael Razzoli, Director Department of Public Works

From: Elyse J Gibbs, Chief Development Officer, Centralized Grants and Community Partnership

Subject: FY 2014 Green Communities Grant Forms

Please see enclosed form sign and return to the Grants Office located at City Hall Rm. 113 so that we may process and can forward your application to the Mayor for signature.

Also note going forward before any grant applications are submitted to the Mayor for signature the attached form and a Council Resolution must be completed and submitted to the appropriate parties.

Step One: Application Approval Form must be sent to the grants office for approval to apply.

Step Two: Resolution to Apply must be submitted to the grants office so that Council can approve application submission.

Step Three: Copies of Application and supporting documents must be forwarded to the Grants Office.

Thanking you in advance for your cooperation in this matter, any further questions please feel free to contact me at 201-547-4857.

Regards,
Elyse J. Gibbs
Elyse J. Gibbs

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY

CENTRALIZED GRANTS AND COMMUNITY PARTNERSHIP OFFICE

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 4857 | F: 201 369 7241

Grant Application Approval Form

☒ State ☐ Federal ☐ Formula ☐ Competitive ☐ Foundation Grant

Application Deadline: **First Come First Served**

Name of Grant: **FY 2014 Green Communities Grant**
Grantor: **The Department of Environmental Protection, New Jersey State Forestry Services**

Grant Period: **To be determined by the funding agency.**

Estimated Award Amount (*if known*): **$3,000.00**

Matching Requirement: ☐ No ☒ Yes **50%**

Proposed Utilization of Funds:

☐ Overtime Salaries ☐ Salaries ⇨ ◯ Sworn ◯ Non-Sworn

☐ Equipment ☐ Information Technology

☐ Commodities ☒ Other **Consultant Cost**

☐ Supplies

Comments:
Cost for the consultant is $6,000.00 and the City's cost will be $3,000.00 (DPW Budget)

Project Coordinators: **Cleveland Snow**

Authorized Signatures:

Chief Fiscal Officer: _____ Approve/Disapprove Date 3/17/14

DPW Director: _____ Approve/Disapprove Date 3-18-14

CITY OF JERSEY C... Y
DEPARTMENT OF PUBLIC WORKS

PUBLIC W ORKS COMPLEX | 5 75 R OUTE 4 40 | JERSEY CIT Y, NJ 07305
P: 201 547 4402 | F: 20 1 547 4803

STEVEN M. FUL OP
MAYOR OF JERSEY CIT

MICHAEL E. RAZZ OLI
DIRECTOR

MEMORANDUM

Date: 3-03-2014

To: Michael Razzoli, Director, Department of Public Works

From: Cleveland Snow, Acting Director, Division of Parks & Forestry

Subject: Green Communities 2014 Application Form

Please find attached the application for the Green Communities 2014 Application Form. It has been filled ›ut and awaits the proper signatures for implementation.

The application is for a grant that will supply partial funding for the updation of the City's Forestry /lanagement Plan. The present plan will expire soon, and this application is set up to provide $3000 dollars, to ›e matched with in kind funds to pay the consultant to prepare the plan. In the past this was accomplished with ısplundh Tree Service.

This application will need to be signed by the Mayor, and yourself.

Thank you

Cleveland Snow, Act. Director
Division of Parks & Forestry

CS/al

GREEN COMMUNITIES 2014 APPLICATION FORM

All blanks must be filled in order to be eligible. We will accept applications at any time, but funding is not guaranteed in 2014

Applicant Organization Name: City of Jersey City, Department of Public Works, Division of Parks & Forestry
(Municipal Name or group like a commission, board and exe.)

Governing Body Name: City of Jersey City

Contact's Salutation: Mr. Name: Cleveland Snow Title: Acting Director
(Mr., Ms, Dr, Honorable . . .), (Person Submitting Application)

Financial Officer: Mr. Silendra Baijnauth Title: Fiscal Officer

Grant Executor: Steven Fulop Title: Mayor
(person that will sign the grant agreement)

Resolution Certifier: Michael Razzoli Title: Director, Department of Public Works
(person that will sign to certify the resolution)

Municipality: City of Jersey City County: Hudson County

Federal ID Number: 22-6002013 DUNS Number:

Primary Contact Number: 201-547-4449 Extension: Type: Office
(Exe. Office, Work, Cell, Home. . . .)

Secondary Contact Number: 201-547-4495 Extension: Type: Office

Contact's Email: CSnow@jcnj.org Contact's Fax Number: 201-547-5737 Extension:

Mailing Address: 575 Rte 440 City, State, Zip: Jersey City, NJ 07305

Amount Requested: $ 3,000.00

Matching Contribution: $3,000.00 , that will be 100 % In-kind match, Total Project Amount: $6,000

Type of Accounting Records of County or Municipality:
☐ Cash Basis, ☐ Modified Accrual, ☒ Accrual Basis, ☐ Other:

This is for ☐ 1st, ☒ 2nd, ☐ 3rd or ☐ 4th Community Forestry Management Plan.

☐ Tree City USA Municipality

Sustainable Jersey: ☐ Non-Certified, ☐ Registered, ☐ Bronze Level, ☒ Silver Level

As designated representative of the above organization, I hereby agree that this project shall be implemented within the agreed upon time frame. I pledge that within 30 days after completion of the proposed project, the organization shall submit a copy of the Community Forestry Management Plan to the New Jersey Forestry Service for review and approval. I understand that reimbursement by the New Jersey Forestry Service will be initiated after the approval of the management plan.

Signature: _____ Date: 3-4-14
Person Submitting Application

As official representative of the above community or county for which the management plan is being developed, I hereby authorize the project submitted for this proposed Green Communities Grant.

Signature: _____ Date: Mayor or County Administrator Signature

Green Communities Grant 2014

Implementing the New Jersey Shade Tree and Community Forestry Assistance Act

Funding for this program was provided through the USDA Forest Service, Urban Community Forestry Program, the Treasure Our Trees License Plates, and the State of New Jersey. Since the passing of the New Jersey Shade Tree and Community Forestry Assistance Act in 1996, over 315 communities, in accordance with the Act, have established or are working on a Community Forestry Management Plan (CFMP). The New Jersey Community Forestry Program's 2014 Green Communities Grant will be awarded for communities to develop a comprehensive CFMP.

New Jersey Shade Tree and Community Forestry Assistance Act

The Act, passed on December 5, 1996, allows New Jersey municipalities or counties to obtain liability protection under the New Jersey Tort Claims Act for their shade tree programs. However, in order to qualify for this protection, shade tree commissioners or other community representatives must develop a community forestry management plan for their municipality or county, as well as participate in the state's training skills and accreditation program.

Community Forestry is defined as "the planning, design, and management of vegetation on public land in and around communities to maximize their economic, social, visual, and environmental contributions to the well-being of the community." As the definition implies, a management plan is essential to successfully achieving a healthy and safe community forest. By developing and implementing a management plan for your town's community trees, the tree program can become more proactive and efficient. A plan can also lead to decreased tree maintenance and removal costs, shorter response time to citizen requests for work, and a decrease in hazardous trees.

CFMP Guidelines

The New Jersey Community Forestry Council, in cooperation with the State Forester, has developed the CFMP guidelines. Copies of the guidelines are available on the Community Forestry web site: www.communityforestry.nj.gov, click on "Information for Municipalities" then "NJ Shade Tree and Community Forestry Assistance Act", the guidelines are listed on the left-hand side of the page.

Future Grant Opportunities

Once a municipality or county has an approved plan and the appropriate training, they are then eligible to apply for funding through the Community Stewardship Incentive Program (CSIP). This grant will offer funds to municipalities and counties to accomplish their management goals and complete practices that are priorities in their plan.

Funding

The USDA Forest Service provides funding through the National Urban and Community Forestry Program. Supplemental funds, if needed, are provided by the Treasure Our Trees License Plate Fund. The grant awarded per application will be $3,000 and this must be applied towards offsetting the cost of hiring a forestry consultant who will help develop the CFMP.

All applicants are required to provide a matching contribution. The matching contributions can come from in-kind services (volunteer work counts) and/or payments made. The contributions must equal 100% or more of the State's contribution or equal to 50% of the total project amount. For example; if a request of $3,000.00 is made then a contribution of $3,000.00 is needed for a total project amount of $6,000.00. The matching contribution must be from sources other than the federal government.

Awarded grants will be paid as reimbursement after the New Jersey Community Forestry Council has approved the Community Forestry Management Plan and an expenditure report with invoices have been submitted and approved.

Grants will need to be completed within the work period including submission of payment. After receiving the grant a consultant needs to be selected within 90 days. The Community Forestry Management Plans should be reviewed by the municipality and submitted at least once to the consultant for amendment within one year. The Community Forestry Management Plan should be submitted to the State within 1.5 years to leave time for any needed amendments, and for reimbursement.

Green Communities Grant Program Goals

- To sustain healthy tree cover in New Jersey communities
- To encourage the development of new local community forestry programs
- To support existing community forestry programs
- To increase environmental, social, and economic benefits to communities by assisting local community forestry programs
- To encourage community involvement by adults and youth volunteers
- To develop partnerships with local government agencies that will encourage future support of local community forestry programs

Eligibility Requirements

Any municipal or county government agency is eligible if they agree to contribute a sum equal to or greater than 100% of the State's contribution amount of $3,000.00. This matching contribution of $3,000.00 may include in-kind services where the accepted general volunteer rate is $21.79/hour.

If your municipality or county does not currently have a plan or has a Community Forestry Management Plan (CFMP) that expires on December 31, 2014 or sooner, you are eligible to fund a subsequent 5-year CFMP under this grant.

Minimum Eligibility Requirements

- Only one application may be submitted per municipality or county.
- The grant request must be less than or equal to $3,000.
- The applicant's match must be made with in-kind, cash, or a combination of the two in an amount greater than 100% of the State's contribution. The contribution match by the applicant must be from sources other than the federal government.
- One original copy of the application form must be submitted.
- All blanks in the application form must be filled in.
- The application must be signed by the Mayor or Municipal/County Administrator and by a member of the applicant organization to indicate their support of the project.
- The organization must be in compliance and in good standing order with all previous Community Forestry grants. Any organization not up-to-date or has questions on their status should call the Community Forestry Program at 609-292-2532.

It is important to note that if the applicant does not meet the above minimum criteria, their application will NOT be eligible for funding.

Funding Selection Process

- This grant will be awarded to communities that meet all requirements above on a first come first served basis. Preferential treatment is given to communities that are Sustainable Jersey registered or a county.
- Communities that applied for the grant before and did not complete the grant will need to be interviewed and might not be funded until other well standing communities are funded.
- Applicants that do not receive funding this year will be placed on a list and will be funded in the succeeding years according to their position date, and will be funded before the next years grant.

Award Notification

Each applicant will be notified of their final status and the amount of their award. Grant recipients will receive information on the procedure for submitting a comprehensive Community Forestry Management Plan for approval. New Jersey Community Forestry foresters and personnel are available for technical assistance. The plan shall be submitted within two (2) years of the grant execution date.

More Information

Community Forestry Program (609) 292-2532

Please mail to:
Mail Code 501-04
Green Communities 2014 Grant
DEP-Division of Parks and Forestry
P.O. Box 420
Trenton, NJ 08625-0420

Or Hand Deliver to:
New Jersey Community Forestry Program
4th Floor of Building 5
501 East State Street
Trenton, NJ 08625

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

City Clerk File No. Res. 14.307

Agenda No. 10.0

Approved: MAY 14 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE EXTENSION OF A GRANT AGREEMENT WITH THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) desires to support the public health of the City through prevention of diseases in pet animals; and

WHEREAS, pursuant to a grant received from the American Society for the Prevention of Cruelty to Animals (ASPCA) the City has unexpended grant funds for this purpose; and

WHEREAS, the initial grant agreement ended October 10, 2013; and

WHEREAS, the grantor has authorized the extension of the grant to May 31, 2014; and

WHEREAS, the Department of Health and Human Services is able to use the remaining grant funds for their intended purpose before May 31, 2014;

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

1. The grant agreement between the City and the American Society for the Prevention of Cruelty to Animals be renewed and extended to May 31, 2014.

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE EXTENSION OF A GRANT AGREEMENT WITH THE AMERICAN SOCIETY FOR THE REVENTION OF CRUELTY TO ANIMALS (ASPCA)

Initiator

Department/Division	Health and Human Services	Health Division
Name/Title	Stacey Lea Flanagan	Director
Phone/email	201.547.5114	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Extension of the grant agreement to support the public health of the City of Jersey City through prevention of diseases in pet animals by vaccination

I certify that all the facts presented herein are accurate.

Signature of Department Director

1/28/14

Date

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

City Clerk File No. Res. 14.308

Agenda No. 10.P

Approved: MAY 14 2014

TITLE:

RESOLUTION ACCEPTING GRANT FUNDS FOR THE 2011 RECYCLING TONNAGE GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Mandatory Source Separation and Recycling Act, P.1.1987,c 102 has established a recycling fund from which tonnage grant made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the City of Jersey City designates the Jersey City Incinerator Authority to ensure that the recycling regulations imposed on municipalities as a condition of the tonnage grants including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality is followed; and

WHEREAS, a resolution accepting the funds in the amount of $122,179 for such tonnage grant will memorialize the commitment of this municipality to recycling and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Recycling Act and recycling regulation.

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

1. The City of Jersey City hereby accepts the funds of $122,179 from the New Jersey Department of Environmental Protection for the 2011 Recycling Tonnage Grant; and

2. The City of Jersey City designates the Jersey City Incinerator Authority to manage the grant funds in accordance with the Mandatory Source Separation and Recycling Act promulgated by the New Jersey Department of Environmental Protection; and

3. The Office of Management and Budget is hereby authorized to establish the proper account for these funds.

APPROVED: Donna Maria, CFO

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Accepting Grant Funds for 2011 Recycling Tonnage Grant from the New Jersey Department of Environmental Protection

Initiator

Department/Division	Administration	Budget
Name/Title	Donna Mauer	CFO
Phone/email	201-547-4964	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution accepts the Recycling Tonnage Grant in the amount of $122,179.00 from NJDEP and designates the JCIA to manage the grant funds.

I certify that all the facts presented herein are accurate.

Donna Mauer

May 06, 2014

10.P

2011 RECYCLING TONNAGE GRANT

07	20	Essex	Verona	$13,388.33	22600236000
07	21	Essex	West Caldwell	$25,574.43	22600239105
07	22	Essex	West Orange	$51,256.60	22600239600
08	01	Gloucester	Clayton	$9,531.48	21600047500
08	02	Gloucester	Deptford	$41,467.26	21600053200
08	03	Gloucester	East Greenwich	$11,183.14	21600054300
08	04	Gloucester	Elk	$4,937.49	21600025100
08	05	Gloucester	Franklin	$20,944.56	21600063000
08	06	Gloucester	Glassboro	$45,873.74	21600065701
08	07	Gloucester	Greenwich	$6,402.96	21600067115
08	08	Gloucester	Harrison	$14,521.61	21600070400
08	09	Gloucester	Logan	$64,511.43	21600523900
08	10	Gloucester	Mantua	$11,843.45	21600082500
08	11	Gloucester	Monroe	$48,935.80	21600089200
08	12	Gloucester	National Park	$3,589.74	21600739300
08	13	Gloucester	Newfield	$1,789.20	22193465200
08	14	Gloucester	Paulsboro	$9,132.15	21600098900
08	15	Gloucester	Pitman	$11,408.91	21600101300
08	16	Gloucester	South Harrison	$2,820.76	22210103900
08	17	Gloucester	Swedesboro	$6,169.66	21600122501
08	18	Gloucester	Washington	$80,794.55	21600133800
08	19	Gloucester	Wenonah	$2,547.73	21600134500
08	20	Gloucester	West Deptford	$69,152.12	21600134800
08	21	Gloucester	Westville	$5,888.79	21600135700
08	22	Gloucester	Woodbury	$11,225.94	21600136900
08	23	Gloucester	Woodbury Heights	$4,638.26	21600137100
08	24	Gloucester	Woolwich	$21,944.99	22185391900
09	01	Hudson	Bayonne	$99,090.29	22600164200
09	02	Hudson	East Newark	$3,759.93	22600176700
09	03	Hudson	Guttenberg	$14,049.81	22600184100
09	04	Hudson	Harrison	$19,150.44	22600196605
09	05	Hudson	Hoboken	$82,998.00	22600199300
09	06	Hudson	Jersey City	$122,179.19	22600201304
09	07	Hudson	Kearny	$59,180.83	22600201700
09	08	Hudson	North Bergen	$141,325.67	22600215100
09	09	Hudson	Secaucus	$108,667.16	22600229300
09	10	Hudson	Union City	$87,924.36	22600235400
09	11	Hudson	Weehawken	$7,534.52	22600288600
09	12	Hudson	West New York	$16,470.49	22600239400
10	01	Hunterdon	Alexandria	$2,850.02	22601510800
10	02	Hunterdon	Bethlehem	$1,721.59	22600166005
10	03	Hunterdon	Bloomsbury	$868.68	22600167200
10	04	Hunterdon	Califon	$752.25	22181710300
10	05	Hunterdon	Clinton Town	$3,337.68	22600172902

MUNICIPALITIES THAT HAVE NOT FILED A REPORT BY A CRP, HAVE NOT SUBMITTED A REPORT OR HAVE FAILED TO FILE A RESOLUTION ARE NOT ELIGIBLE TO RECEIVE AN AWARD.

created by JDavis 10.29.13

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

City Clerk File No. Res. 14.309

Agenda No. 10.Q

Approved: MAY 14 2014

TITLE:

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 40 FOOT LOADING ZONE AT 731-735 BERGEN AVENUE, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 4:00 P.M.

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

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-68(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 14-019) be promulgated designating a loading zone at the location described therein.

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

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 14-019) 731-735 Bergen Avenue, west side, beginning 47 feet north of Fairmount Avenue and extending to a point 40 feet northerly, Monday through Friday,7:00 a.m. to 4:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection
c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Director, Architecture, Engineering, Traffic and Transportation

APPROVED:
Director, Dept. of Public Works

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

JDS:pcl
(04.30.14)

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 40 FOOT LOADING ZONE AT 731-735 BERGEN AVENUE, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 4:00 P.M.

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Mayor Fulop on behalf of Issa Salloum for the new Wonder Bagels opening up at 729 Bergen Avenue, JCNJ 07306	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Designate a loading zone at the first two metered parking spaces on the west side of Bergen Avenue north of Fairmount Avenue, Monday through Friday, 7:00 a.m. to 4:00 p.m. This area of Bergen Avenue has many commercial businesses that receive deliveries all day long.

There is a loading zone fee of $75.00 per u-post installation and loading zone sign. This loading zone will require two u-posts and two signs for a total cost of $300.00. Upon adoption of the Resolution and payment of the fee the loading zone will be installed.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4-30-14

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: April 30, 2014

TO: Jeremy Farrell, Corporation Counsel

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED RESOLUTION**
LOADING ZONE DESIGNATION

At the request of Mayor Fulop, on behalf of Mr. Salloum, for the new Wonder Bagels opening up at 729 Bergen Avenue, attached, for your review and signature is a Resolution proposed by this Division (for Municipal Council approval) designating a 40 foot loading zone at 731-735 Bergen Avenue, Monday through Friday, 7:00 a.m. to 4:00 p.m. The loading zone has been requested to facilitate the deliveries to Wonder Bagels and the adjacent businesses.

It is anticipated this legislation will be on the Agenda for May 14, 2014 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact me at ex. 4492 or at PatriciaL@jcnj.org.

Patricia Logan,
Supervising Traffic Investigator

Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Mayor Steven Fulop
Robert Kakoleski, Business Administrator
Muhammed Akil, Chief of Staff
Robert Byrne, City Clerk

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

MICHAEL RAZZOLI
DIRECTOR

Regulation 14-019 **April 30, 2014**

LOADING ZONE REGULATION
DESIGNATED

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

731-735 Bergen Avenue – West Side

Beginning at a point approximately 47 north of Fairmount Avenue and extending to a point 40 feet northerly therefrom. (Two metered parking spaces)

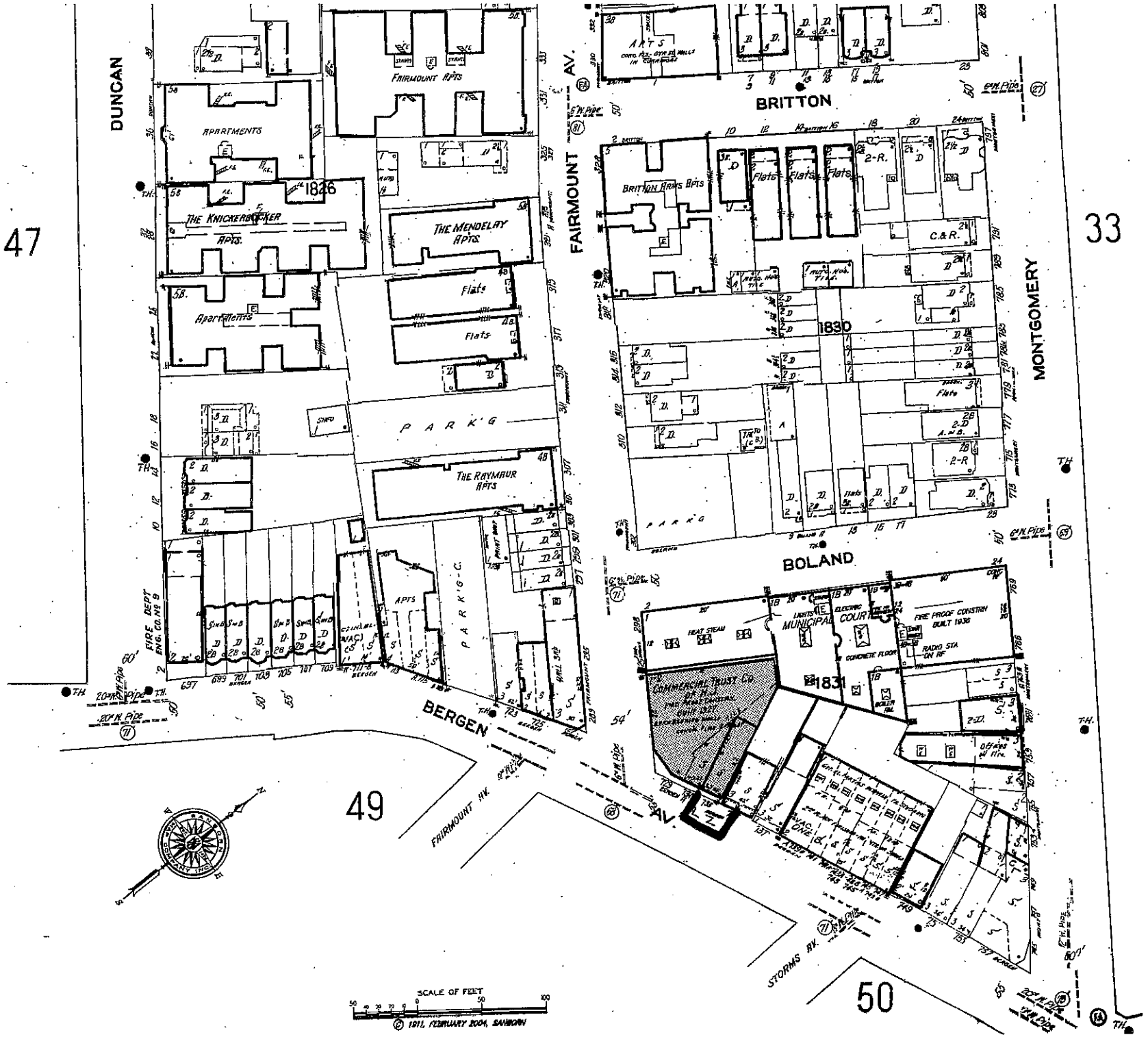
Time: Monday through Friday
7:00 a.m. to 4:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation

_____
Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____


DUNCAN
FAIRMOUNT AV.
BRITTON
MONTGOMERY
BOLAND
BERGEN
FAIRMOUNT PK.
STORMS PK.
47
49
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33
1826
1830
1831
APARTMENTS
THE KNICKERBOCKER APTS.
FAIRMOUNT APTS
THE MENDELAY APTS.
Apartments
Flats
PARK'G
THE RAYMAUR APTS
APTS
FIRE DEPT ENG. CO. No 9
BRITTON ARMS APTS
2-R.
C.&R.
MUNICIPAL COURT
COMMERCIAL TRUST CO.
FIRE PROOF CONSTRN BUILT 1930
RADIO STA. ON RF
SCALE OF FEET
© 1911, FEBRUARY 2004, SANBORN

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

City Clerk File No. Res. 14.310

Agenda No. 10.R

Approved: MAY 14 2014

TITLE:

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 20 FOOT LOADING ZONE AT 195 NEW YORK AVENUE, TUESDAY AND FRIDAY, 9:00 A.M. TO 1:00 P.M.

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

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-68(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 14-001) be promulgated designating a loading zone at the location described therein.

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

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 14-001) 195 New York Avenue, west side, beginning 100 feet south of Hutton Street and extending to a point 20 feet southerly, Tuesday and Friday, 9:00 a.m. to 1:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection
c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director, Architecture, Engineering, Traffic and Transportation

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

JDS:pcl
(1.10.14)

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 20 FOOT LOADING ZONE AT 195 NEW YORK AVENUE, TUESDAY AND FRIDAY, 9:00 A.M. TO 1:00 P.M.

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Mr. Manz who owns the business at 195 New York Av. 201.222.1931	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To clear the parking space adjacent to the driveway to 195 New York Av to facilitate the garbage trucks entering and exiting the property to pick up the trash, Tuesdays and Fridays between 9:00 a.m. and 1:00 p.m.

There is a loading zone fee of $75.00 per u-post installation and loading zone sign. This loading zone will require two u-posts and two signs for a total cost of $300.00. Upon adoption of the Resolution and payment of the fee by Mr. Manz, the loading zone will be installed.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 1-16-14

CITY OF JERSEY CITY

DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201-547-4402 | F: 201-547-4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL RAZZOLI
DIRECTOR

Regulation 14-001 January 10, 2014

LOADING ZONE REGULATION
DESIGNATED

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

195 NEW YORK AVENUE – WEST SIDE

Beginning at a point approximately 100 feet south of New York Avenue and extending to a point 20 feet southerly therefrom.

Time: Tuesday and Friday
9:00 a.m. to 1:00 p.m.

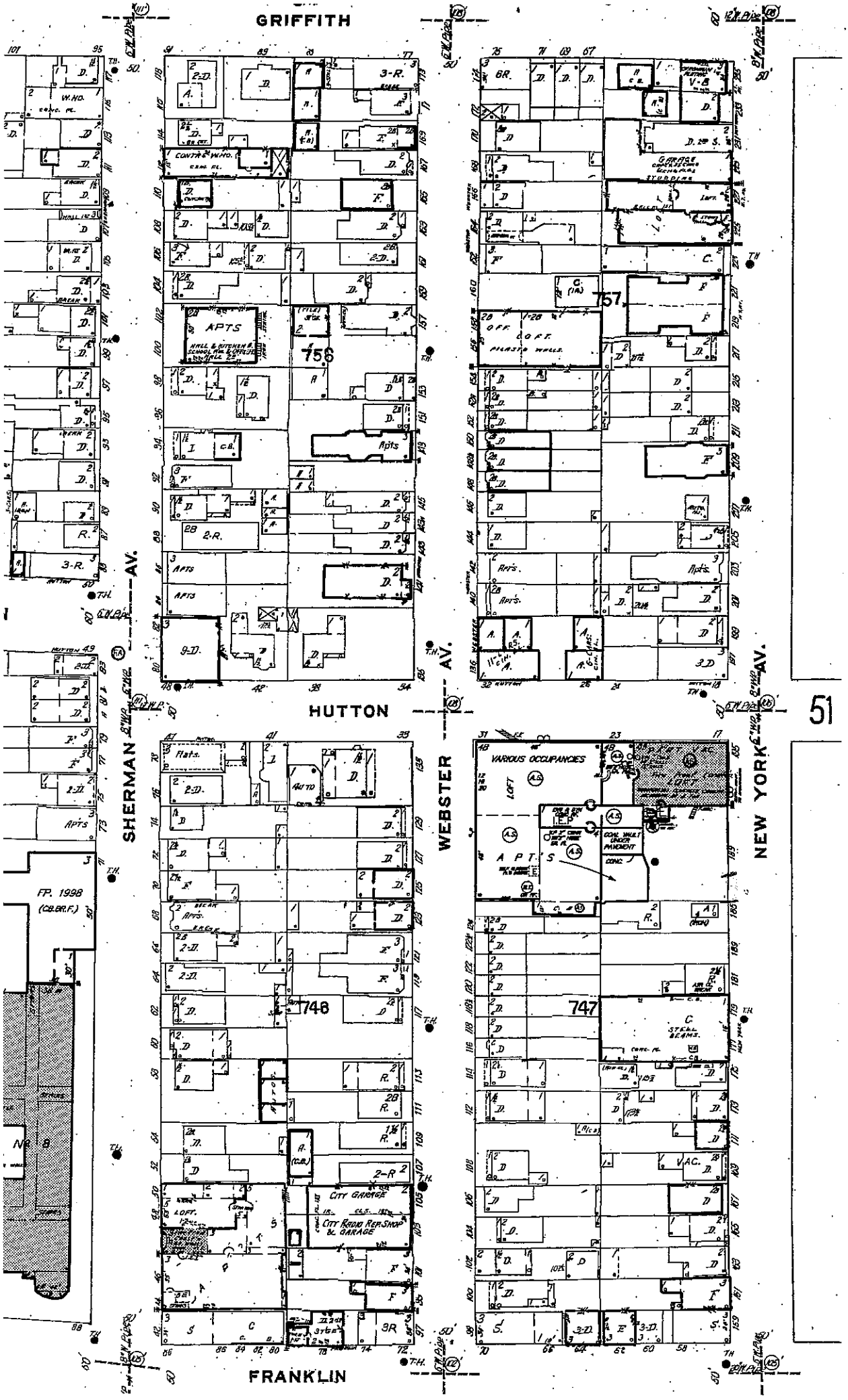
Division of Architecture, Engineering, Traffic and Transportation

_____

Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____


GRIFFITH
HUTTON
FRANKLIN
SHERMAN AV.
WEBSTER AV.
NEW YORK AV.
NORTH
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757
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747
APTS
Apts
VARIOUS OCCUPANCIES
LOFT
APTS
CITY GARAGE
CITY ROAD REP. SHOP & GARAGE
FP. 1998
(CB.BR.F.)

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: January 27, 2014

TO: Robert Kakoleski, Acting Business Administrator

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED RESOLUTION**
LOADING ZONE DESIGNATION – 195 NEW YORK AVENUE

At the request of Mr. Manz, the owner of the property located at 195 New York Avenue, attached for your review and signature, is a Resolution proposed by this Division (for Municipal Council approval) designating a 20 foot loading zone at 195 New York Avenue, Tuesdays and Friday, 9:00 a.m. to 1:00 p.m. The loading zone has been requested to facilitate the garbage trucks entering and exiting the property to pick up the trash.

It is anticipated this legislation will be on the Agenda for the February 11, 2014 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Jean Wilkinson-Heard, Traffic Analyst at ex. 4473 or JeanW@jcnj.org.

Thank you.

Patricia Logan,
Supervising Traffic Investigator

Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: January 27, 2014

TO: Robert Byrne, City Clerk
Councilman Michael Yun, Ward D

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED RESOLUTION**
LOADING ZONE DESIGNATION – 195 NEW YORK AVENUE

At the request of Mr. Manz, the owner of the property located at 195 New York Avenue, this Division has proposed a Resolution (for Municipal Council approval) designating a 20 foot loading zone at 195 New York Avenue, Tuesdays and Friday, 9:00 a.m. to 1:00 p.m. The loading zone has been requested to facilitate the garbage trucks entering and exiting the property to pick up the trash.

It is anticipated this legislation will be on the Agenda for the February 11, 2014 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Jean Wilkinson-Heard, Traffic Analyst at ex. 4473 or JeanW@jcnj.org.

Thank you.

Patricia Logan,
Supervising Traffic Investigator

Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Robert Kakoleski, Assistant Business Administrator
Muhammed Akil, Chief of Staff
Chief Executive Officer Mary Spinello-Paretti, J.C.P.A.
Council President LaVarro, Jr.
Councilman Gajewski
Councilwoman Osborne
Councilwoman Watterman
Councilman Ramchal
Councilwoman Coleman
Councilman Rivera
Councilman Boggiano

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

City Clerk File No. Res. 14.311

Agenda No. 10.S

Approved: MAY 14 2014

TITLE:

A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING THE ENTIRE SOUTH SIDE OF COLUMBUS DRIVE FROM GROVE STREET TO MARIN BOULEVARD AS A BUS STOP, ALL TIMES

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

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations amending, designating and/or deleting bus stops; and

WHEREAS, the provisions of Section 3-68(D)(6) of the Code of the City of Jersey City provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulation (No. 14-016) be promulgated amending the bus stop at the location described; and

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

a. The attached regulation shall be a part of the Manual of Bus Stop Designations of the City of Jersey City

(14-016) Amend the existing eastbound bus stop on the south side of Grove Street. Begin [*215 feet east*] at the easterly curb line of Grove Street and extending to the westerly curb line of Marin Boulevard

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.
c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.
d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED:
Director, Dept. of Public Works

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

Certification Required ☐

Not Required ☐

JDS:pcl
(04.24.14

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING THE ENTIRE SOUTH SIDE OF COLUMBUS DRIVE FROM GROVE STREET TO MARIN BOULEVARD AS A BUS STOP, ALL TIMES

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Douglas Carlucci, Office of the Mayor, on behalf of the Pulaski Skyway Committee	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To eliminate the traffic congestion along Columbus Drive, caused by an increased volume of commuters due to the northbound lane closure on the Pulaski Skyway, it is necessary to relocate the taxi stand on the south side of Columbus Drive between Grove Street and Marin Boulevard and designate the entire south side of Columbus Drive from Grove Street to Marin Boulevard as a Bus Stop.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4-25-14

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: April 24, 2014

TO: Jeremy Farrell, Law Department

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED RESOLUTION – BUS STOP**

At the request of Douglas Carlucci, from the Office of the Mayor, on behalf of the Pulaski Skyway Committee, attached for your review and signature, is a Resolution proposed by this Division, (for Municipal Council approval), amending the existing bus stop at the following location:

(Reg. 04-016) Amend the taxi stand on the south side of Columbus Drive. Begin [*215 feet east*] at the easterly curb line of Grove Street and extend to the westerly curb line of Marin Boulevard.

This Resolution and Regulation is necessary in order to eliminate the traffic congestion along Columbus Drive, caused by an increased volume of commuters due to the northbound lane closure on the Pulaski Skyway.

It is anticipated the legislation will be on the Agenda for the May 14, 2014 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Joao D'Souza at JOAO@jcnj.org or at extension 4470.

Patricia Logan,
Supervising Traffic Investigator

Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, Dept. of Public Works
Muhammed Akil, Chief of Staff
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
James Shea, Director, Dept. of Public Safety
Douglas Carlucci, Office of the Mayor

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

MICHAEL RAZZOLI
DIRECTOR

Regulation 14-016 April 24, 2014

BUS STOP REGULATION – DESIGNATED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following Bus Stop location is hereby AMENDED:

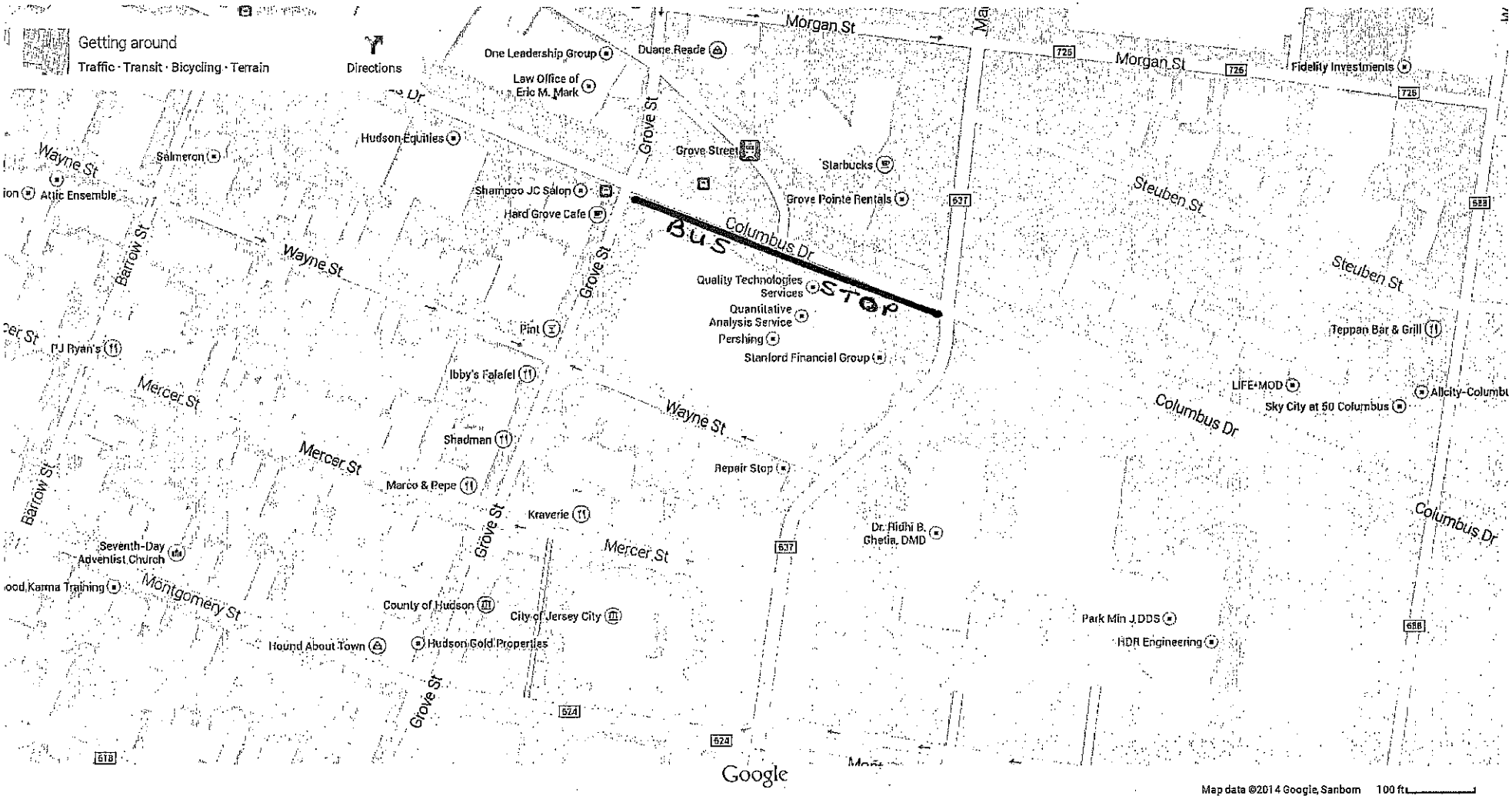
STREET	**HOURS**
COLUMBUS DRIVE, EAST BOUND a. Grove Street - (Entire Block) Beginning [*215 feet east*] at the easterly curb line of Grove Street and extending to the westerly curb line of Marin Boulevard.	All Times

NOTE: The new material to be inserted is underscored; the material to be repealed is in [*brackets*].

Division of Architecture Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution
Date: _____


Getting around
Traffic · Transit · Bicycling · Terrain
Directions
Morgan St
One Leadership Group
Duane Reade
Law Office of Eric M. Mark
Fidelity Investments
Hudson Equities
Grove St
Grove Street
Starbucks
Wayne St
Salmeron
Attic Ensemble
Shampoo JC Salon
Hard Grove Cafe
Grove Pointe Rentals
Steuben St
Columbus Dr
Bus Stop
Quality Technologies Services
Quantitative Analysis Service
Pershing
Stanford Financial Group
Barrow St
Pint
PJ Ryan's
Ibby's Falafel
Teppan Bar & Grill
LIFE•MOD
Sky City at 50 Columbus
Mercer St
Shadman
Repair Stop
Marco & Pepe
Kraverie
Dr. Nidhi B. Ghetia, DMD
Seventh-Day Adventist Church
Montgomery St
County of Hudson
City of Jersey City
Park Min J DDS
HDR Engineering
Hound About Town
Hudson Gold Properties
Google
Map data ©2014 Google, Sanborn
100 ft

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

City Clerk File No. Res. 14.312

Agenda No. 10.T

Approved: MAY 14 2014

TITLE:

A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A NORTHBOUND, NEAR-SIDE BUS STOP ON BALDWIN AVENUE AT NEWARK AVENUE, ALL TIMES AND A SOUTHBOUND FAR-SIDE BUS STOP ON BALDWIN AVENUE AT HOBOKEN AVENUE, ALL TIMES; DESIGNATE AN EASTBOUND, NEAR-SIDE BUS STOP ON PAVONIA AVENUE AT CHESTNUT AVENUE AND A WESTBOUND, NEAR-SIDE BUS STOP ON PAVONIA AVENUE AT CHESTNUT AVENUE, ALL TIMES

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

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations amending, designating and/or deleting bus stops; and

WHEREAS, the provisions of Section 3-68(D)(6) of the Code of the City of Jersey City provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, that the attached regulations (Nos. 14-017 and 14-018) be promulgated designating a bus stop at the locations described; and

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

a. The attached regulation shall be a part of the Manual of Bus Stop Designations of the City of Jersey City

(14-017) Designate a northbound, near-side bus stop on Baldwin Avenue @ Newark Avenue, all times
Designate a southbound, far-side bus stop on Baldwin Avenue @ Hoboken Avenue, all times
(14-018) Designate an eastbound, near-side bus stop on Pavonia Avenue @ Chestnut Avenue, all times
Designate a westbound, near-side bus stop on Pavonia Avenue @ Chestnut Avenue, all times

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.
c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repeaters of existing provisions.
d. This resolution/regulation shall take effect at the time and in the manner as provided by law.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED:
Director, Dept. of Public Works

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

JDS:pcl
(04.25.14)

Certification Required ☐

Not Required ☐

APPROVED 9-0
5.14.14

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF BUS STOP DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A NORTHBOUND, NEAR-SIDE BUS STOP ON BALDWIN AVENUE AT NEWARK AVENUE, ALL TIMES AND A SOUTHBOUND FAR-SIDE BUS STOP ON BALDWIN AVENUE AT HOBOKEN AVENUE, ALL TIMES; DESIGNATE AN EASTBOUND, NEAR-SIDE BUS STOP ON PAVONIA AVENUE AT CHESTNUT AVENUE AND A WESTBOUND, NEAR-SIDE BUS STOP ON PAVONIA AVENUE AT CHESTNUT AVENUE, ALL TIMES

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of NJ Transit, on behalf of the State Department of Transportation	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Bus Stop locations are in conjunction with the detours when the Route 139 road closing begins.

On Baldwin Avenue, parking is already prohibited at both proposed bus stop designations.

On Pavonia Avenue, for the eastbound bus stop, parking will be eliminated. At the westbound bus stop, parking is already prohibited.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4-29-14

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

MICHAEL RAZZOLI
DIRECTOR

Regulation 14-017 April 25, 2014

BUS STOP REGULATION - DESIGNATED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a bus stop:

STREET	HOURS
1. Baldwin Avenue, northbound on the easterly side at: a. Newark Avenue - (near-side) Beginning at the southerly curb line of Newark Avenue and extending to a point 105 feet southerly therefrom.	All Times
2. Baldwin Avenue, southbound on the westerly side at: a. Hoboken Avenue – (far-side) Beginning at the southerly curb line of Hoboken Avenue and extending to a point 100 feet southerly therefrom.	All Times

Division of Architecture Engineering, Traffic and Transportation

Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution
Date: _____

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

MICHAEL RAZZOLI
DIRECTOR

Regulation 14-018 April 25, 2014

BUS STOP REGULATION - DESIGNATED

The locations described are hereby designated as Bus Stops. No vehicle other than an omnibus, picking up or discharging passengers, shall be permitted to occupy said location between the hours listed.

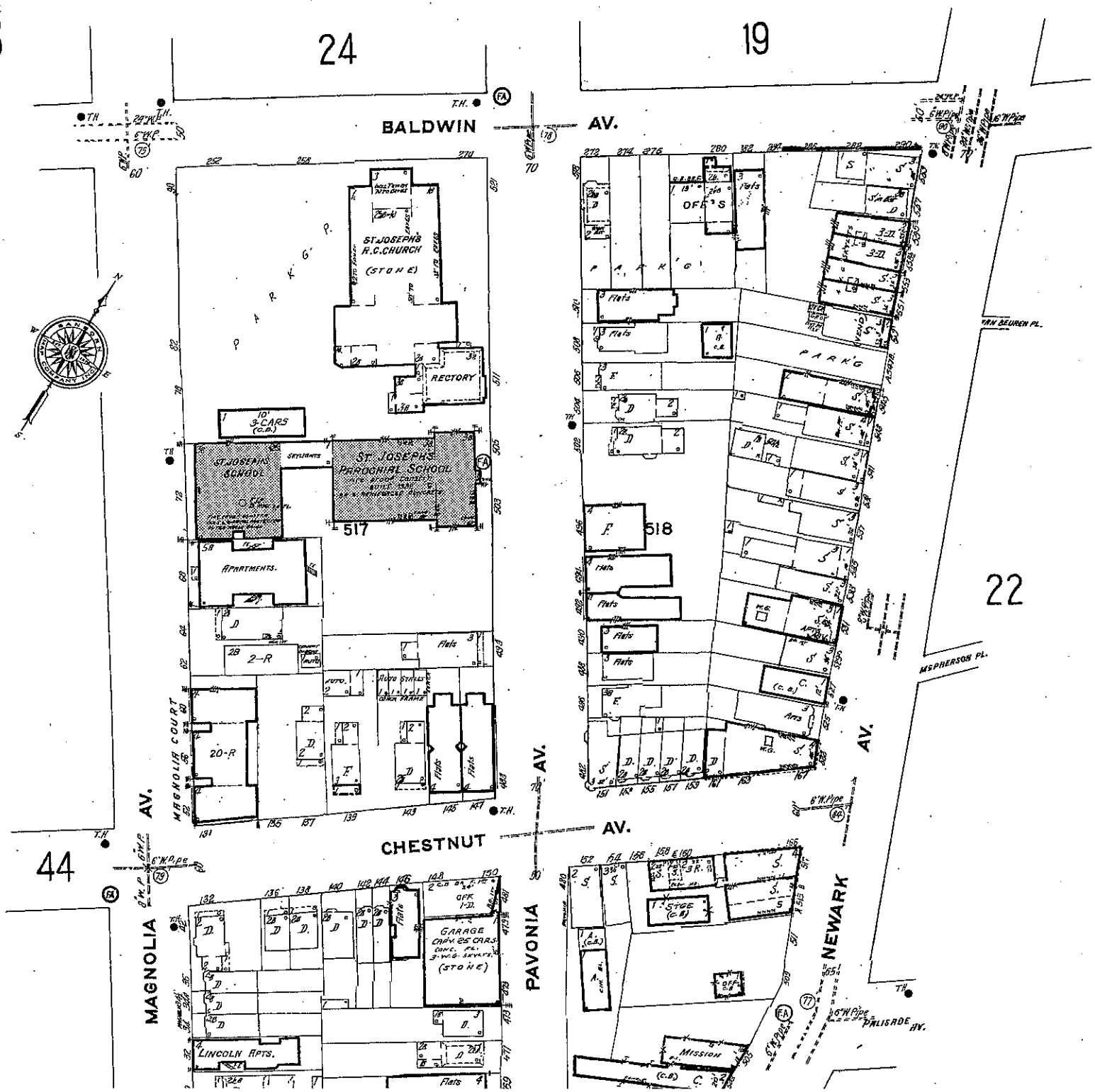
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68 (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a bus stop:

STREET	HOURS
1. Pavonia Avenue, eastbound on the southerly side at: a. Chestnut Avenue - (near-side) Beginning at the westerly curb line of Chestnut Avenue and extending to a point 105 feet westerly therefrom.	All Times
2. Pavonia Avenue, westbound on the northerly side at: a. Chestnut Avenue – (near-side) Beginning at the easterly curb line of Chestnut Avenue and extending to a point 105 feet easterly therefrom.	All Times

Division of Architecture Engineering, Traffic and Transportation

_____
Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution
Date: _____


23
24
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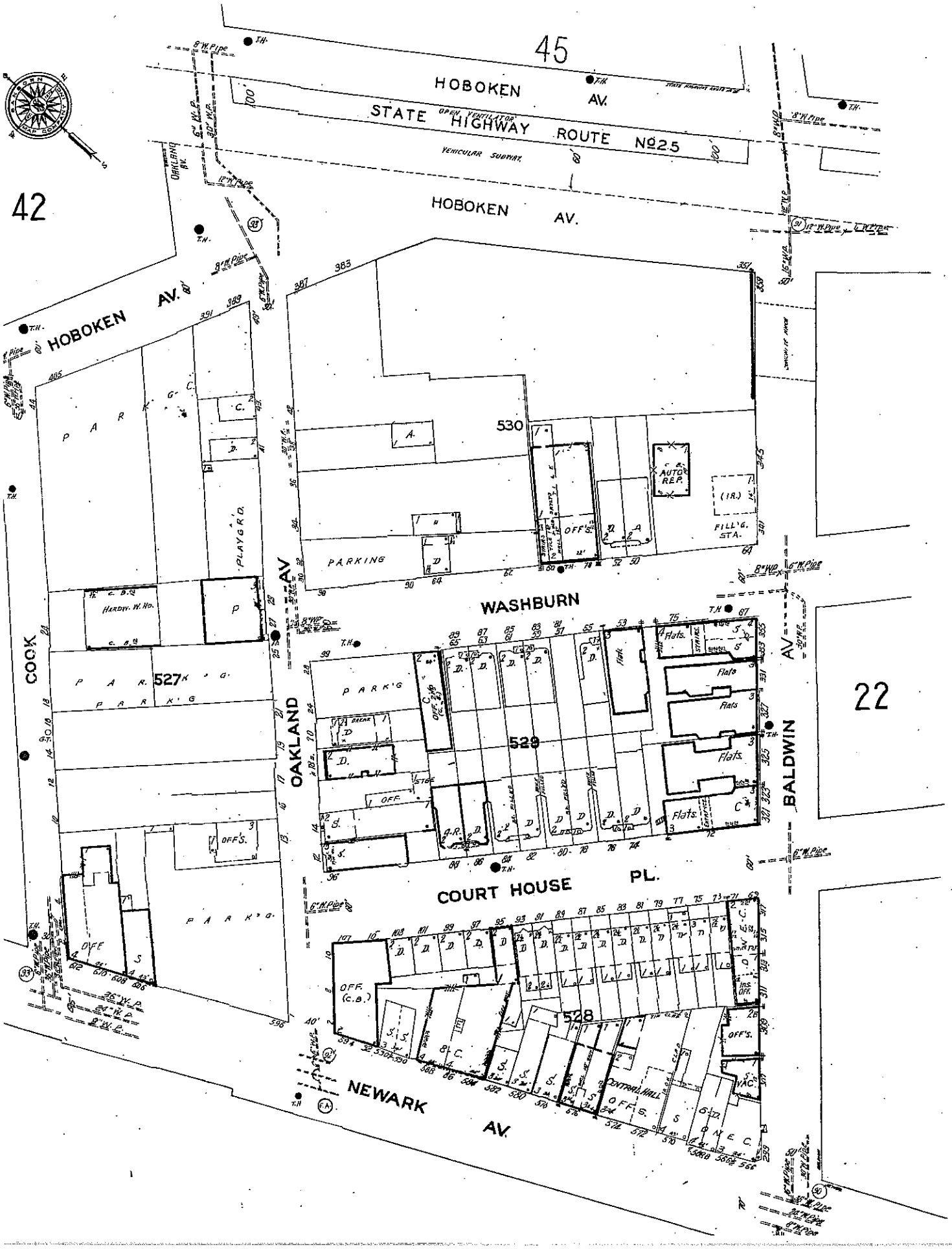
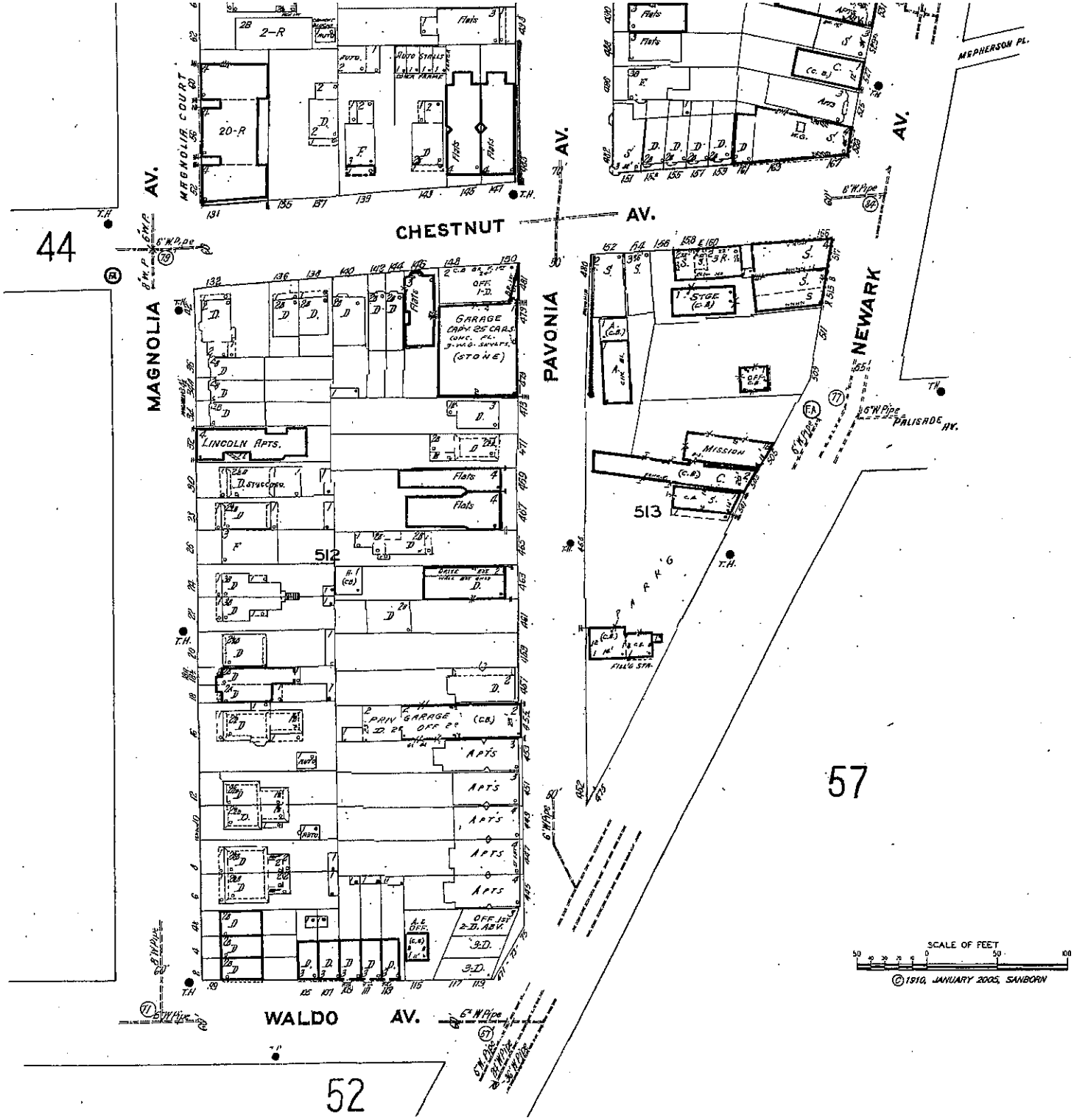
44
BALDWIN AV.
CHESTNUT AV.
MAGNOLIA AV.
PAVONIA AV.
NEWARK AV.
MAGNOLIA COURT
ST. JOSEPH'S R.C. CHURCH (STONE)
RECTORY
ST. JOSEPH'S SCHOOL
ST. JOSEPH'S PAROCHIAL SCHOOL
APARTMENTS.
2-R
20-R
517
518
OFF'S
GARAGE
LINCOLN APTS.
MISSION
STGE (C.B.)
PARK'G
MCPHERSON PL.
PALISADE AV.
6" W. Pipe


45
42
22
HOBOKEN AV.
STATE HIGHWAY ROUTE No 25
OPEN VENTILATOR
VEHICULAR SUBWAY
HOBOKEN AV.
HOBOKEN AV.
OAKLAND AV.
COOK
WASHBURN
OAKLAND AV
BALDWIN AV
COURT HOUSE PL.
NEWARK AV.
530
527
529
528
PARKING
PLAYGRD.
AUTO REP.
FILL'G. STA.
OFF'S.
Flats
CENTRAL HALL
OFF. (C.B.)
8" W. Pipe
6" W. Pipe
12" W. Pipe
36" W. P.
24" W. P.
8" W. P.



MAGNOLIA AV.
MAGNOLIA COURT
CHESTNUT AV.
PAVONIA AV.
NEWARK AV.
MEPHERSON PL.
PALISADE AV.
WALDO AV.
44
57
52
512
513
LINCOLN APTS.
GARAGE
MISSION
STGE
PRIV GARAGE
APTS
SCALE OF FEET
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CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: April 25, 2014

TO: Jeremy Farrell, Corporation Counsel

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED RESOLUTION – BUS STOPS**

At the request of NJ Transit, on behalf of the State Department of Transportation, attached for your review and signature, is a Resolution proposed by this Division, (for Municipal Council approval), designating a bus stop at the following locations:

(Reg. 04-017) Designate a northbound, near-side bus stop on Baldwin Avenue @ Newark Avenue, all times
Designate a southbound, far-side bus stop on Baldwin Avenue @ Hoboken Avenue, all times
(Reg. 04-018) Designate an eastbound, near-side bus stop on Pavonia Avenue @ Chestnut Avenue, all times
Designate a westbound, near-side bus stop on Pavoinia Avenue @ Chestnut Avenue, all times

The Bus Stop locations are in conjunction with the detours when the Route 139 road closings begins.

It is anticipated the legislation will be on the Agenda for the May 14, 2014 Municipal Council Meeting.

If you have any questions regarding these Resolutions, please feel free to contact Joao D'Souza at JOAO@jcnj.org or at extension 4470.

Patricia Logan,
Supervising Traffic Investigator

Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Robert Byrne, City Clerk
Muhammed Akil, Chief of Staff
Robert Kakoleski, Business Administrator
James Shea, Director, Dept. of Public Safety
Captain Edgar Martinez, Commander, North District
Mary Spinello-Paretti, CEO, Jersey City Parking Authority

INTERDEPARTMENTAL MEMORANDUM

DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE FIRE OFFICIAL

DATE: **May 1, 2014**

TO: **Robert Byrne, City Clerk**

FROM: **Dennis Nuber, Fire Official** DN

SUBJECT: **Proposed Resolution - Bus Stops**

The Fire Department has no objections in granting this Resolution as long as there is accessibility for fire department emergency operations.

Additionally we want to ensure that the Fire Department has accessibility to all the fire hydrants located within the proposed plan.

c: James Shea, Public Safety Director

RECEIVED
2014 MAY -2 A 10:30
CITY CLERK

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

City Clerk File No. Res. 14.313

Agenda No. 10.U

Approved: MAY 14 2014

TITLE:

A RESOLUTION SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) AMENDING THE TAXI STAND MANUAL FOR THE CITY OF JERSEY CITY EXTENDING THE EXISTING TAXI STAND ON THE EAST SIDE OF GROVE BETWEEN COLUMUBUS DRIVE AND WAYNE STREET; REPLEALING THE TAXI STAND ON THE SOUTH SIDE OF COLUMBUS DRIVE EAST OF GROVE STREET AND DESIGNATING 100 FEET ON THE NORTH SIDE OF WAYNE STREET BETWEEN GROVE STREET AND MARIN BOULEVARD AS A TAXI STAND, 24 HOURS, DAILY

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

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (a) provide that the Municipality may make and promulgate regulations designating and/or repealing taxi stands; and

WHEREAS, the provisions of Section 3-68(A) (D) (6) of the Code of the City of Jersey City provide that the Director of Architecture, Engineering, Traffic and Transportation may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, for the purpose of increasing the flow of traffic and improving both vehicular and pedestrian safety, it is recommended that the attached regulations be promulgated (No.14-013; 14-014 and 14-015) amending, repealing and designating a taxi stand at the locations described; and

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

a. The attached regulations shall be a part of the Manual of Taxi Stand Designations of the City of Jersey City

(No. 14-013) Amend the taxi stand on the east side of Grove Street. Begin 35 feet south of Columbus Drive and extend to 35 feet north of Wayne Street.

(No. 14-014) Repeal the taxi stand on the south side of Columbus Drive which begins 35 feet east of Grove Street and extends to a point 180 feet easterly.

(No. 14-015) Designate a taxi stand on the north side of Wayne Street. Begin 25 feet east of Grove Street to a point 100 feet east.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection.
c. The City Clerk and the Corporation Council may change any chapter numbers, article numbers and section numbers in order to avoid possible accidental repealers of existing provisions.
d. This resolution and regulations shall take effect at the time and in the manner as provided by law.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director, Architecture, Engineering, Traffic and Transportation

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

JDS:pcl
(04.24.14)

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) AMENDING THE TAXI STAND MANUAL FOR THE CITY OF JERSEY CITY EXTENDING THE EXISTING TAXI STAND ON THE EAST SIDE OF GROVE BETWEEN COLUMUBUS DRIVE AND WAYNE STREET; REPLEALING THE TAXI STAND ON THE SOUTH SIDE OF COLUMBUS DRIVE EAST OF GROVE STREET AND DESIGNATING 100 FEET ON THE NORTH SIDE OF WAYNE STREET BETWEEN GROVE STREET AND MARIN BOULEVARD AS A TAXI STAND, 24 HOURS, DAILY

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Douglas Carlucci, Office of the Mayor, on behalf of the Pulaski Skyway Committee	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To eliminate the traffic congestion along Columbus Drive, caused by an increased volume of commuters due to the northbound lane closure on the Pulaski Skyway, it is necessary to relocate the taxi stand on the south side of Columbus Drive between Grove Street and Marin Boulevard to the east side of Grove Street between Columbus Drive and Wayne Street, wrapping around to Wayne Street between Grove Street and Marin Boulevard.

The Resolution authorizes designating a taxi stand on the east side of Grove Street beginning 35 feet south of Columbus Drive to 35 feet north of Wayne Street (entire block); previously the taxi stand located here was only 40 feet long.

Repeal the taxi stand on the south side of Columbus Drive, beginning 35 feet east of Grove Street and extending 180 feet east.

Designate a new taxi stand on the north side of Wayne Street beginning 35 feet east of Grove Street and extending 100 feet east.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4-25-14

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: April 30, 2014

TO: Jeremy Farrell, Law Department

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED RESOLUTION – TAXI STANDS – CORRECTED MEMORANDUM**

At the request of Douglas Carlucci, from the Office of the Mayor, on behalf of the Pulaski Skyway Committee, attached for your review and signature, is a Resolution proposed by this Division, (for Municipal Council approval), amending, repealing and designating a taxi stand at the following locations:

(Reg. 04-013) Amend the taxi stand on the east side of Grove Street. Begin 35 feet south of Columbus Drive and extend to 35 feet north of Wayne Street.
(Reg. 04-014) Repeal the taxi stand on the south side of Columbus Drive which begins 35 feet east of Grove Street and extends to a point 180 feet easterly.
(Reg. 04-015) Designate a taxi stand on the north side of Wayne Street. Begin 25 feet east of Grove Street to a point 100 feet east.

This Resolution and Regulations are necessary in order to eliminate the traffic congestion along Columbus Drive, caused by an increased volume of commuters due to the northbound lane closure on the Pulaski Skyway.

It is anticipated the legislation will be on the Agenda for the May 14, 2014 Municipal Council Meeting.

If you have any questions regarding these Resolutions, please feel free to contact Joao D'Souza at JOAO@jcnj.org or at extension 4470.

Patricia Logan,
Supervising Traffic Investigator

Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Robert Kakoleski, Business Administrator
Muhammed Akil, Chief of Staff
Robert Byrne, City Clerk
James Shea, Director, Dept. of Public Safety
Douglas Carlucci, Office of the Mayor

INTERDEPARTMENTAL MEMORANDUM

DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE FIRE OFFICIAL

DATE: **May 1, 2014**

TO: **Robert Byrne, City Clerk**

FROM: **Dennis Nuber, Fire Official** DN

SUBJECT: **Proposed Resolution - TAXI STAND - CORRECTED MEMORANDUM**

The Fire Department has no objections in granting Proposed Street Closing Resolution as long as there is accessibility for fire department emergency operations.

Additionally we want to ensure that the Fire Department has accessibility to all the fire hydrants located within the proposed plan.

c: James Shea, Public Safety Director

2014 MAY - 2 A 9:30
CLERK'S OFFICE

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

MICHAEL RAZZOLI
DIRECTOR

Regulation 14-013 April 24, 2014

TAXI STAND REGULATION
AMENDED

The locations described are hereby designated as Taxi Stands. No vehicle other than a Taxi shall be permitted to occupy said locations during the times indicated.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68(A) (D) (6) of the Jersey City Municipal Code, the following location is hereby AMENDED as a taxi stand:

Grove Street – East Side
Beginning at a point 35 feet south of the southerly curb line of Columbus Drive and extending to a point [*40 feet southerly therefrom*] 35 feet north of Wayne Street.

Division of Architecture, Engineering, Traffic and Transportation

_____
Joao D'Souza, Director of Traffic & Transportation

NOTE: New material to be inserted is underscored; material to be repealed is in [*brackets*].

Approved by Municipal Council Resolution

Date: _____

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

MICHAEL RAZZOLI
DIRECTOR

Regulation 14-014 April 24, 2014

TAXI STAND REGULATION
REPEALED

The locations described are hereby designated as Taxi Stands. No vehicle other than a Taxi shall be permitted to occupy said locations during the times indicated.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68(A) (D) (6) of the Jersey City Municipal Code, the following location is hereby REPEALED as a taxi stand:

[*Christopher Columbus Drive – South Side*
Beginning at a point 35 feet east of the easterly curb line of Grove Street and extending to a point 180 feet easterly therefrom.]

Division of Engineering, Traffic and Transportation

_____
Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution

Date: _____

STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

MICHAEL RAZZOLI
DIRECTOR

Regulation 14-015 April 24, 2014

TAXI STAND REGULATION
DESIGNATED

The locations described are hereby designated as Taxi Stands. No vehicle other than a Taxi shall be permitted to occupy said locations during the times indicated.

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (a) and Section 3-68(A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a taxi stand:

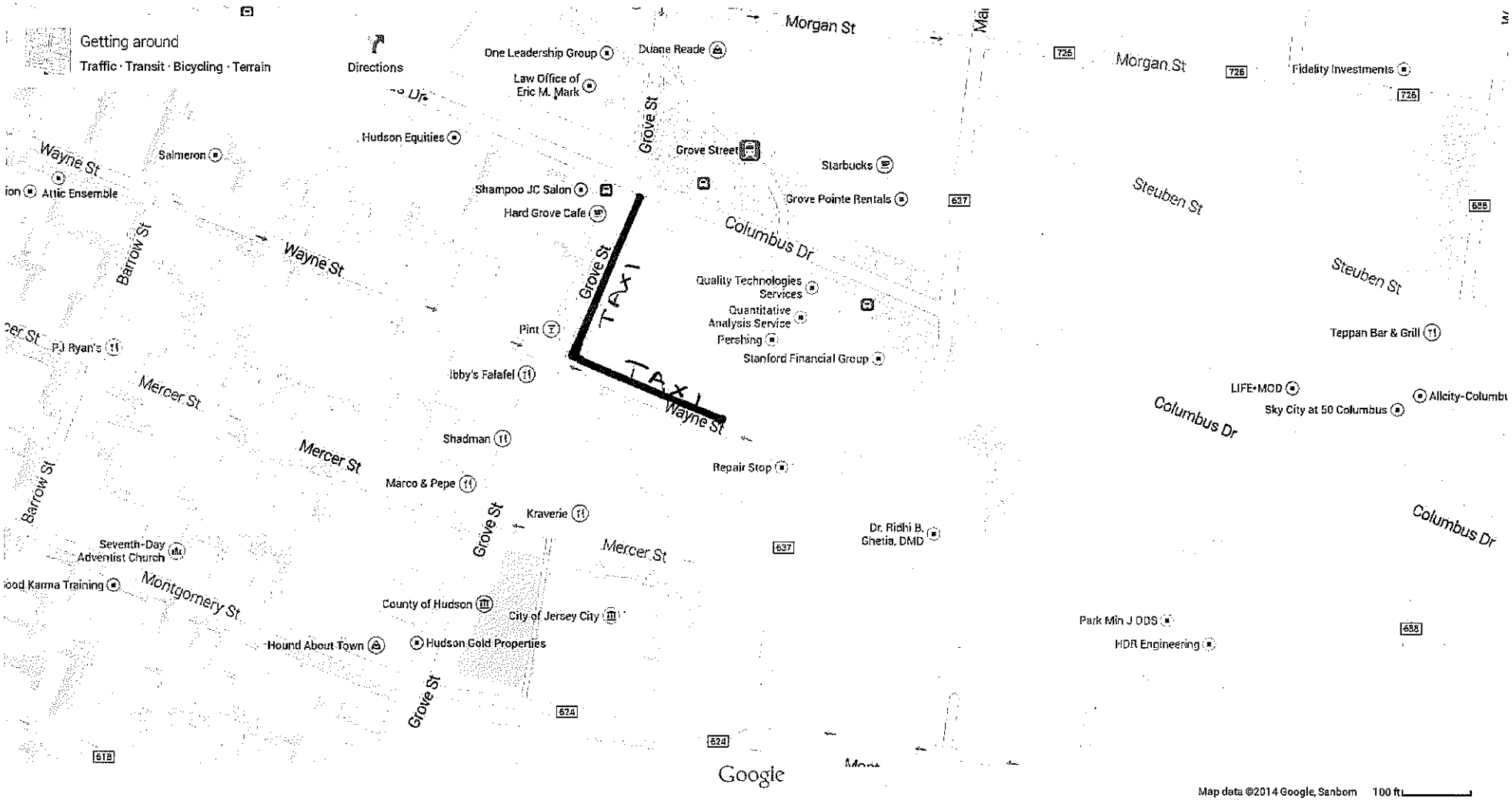
Wayne Street – North Side
Beginning at a point 35 feet east of the easterly curb line of Wayne Street and extending to a point 100 feet easterly therefrom.

Division of Architecture, Engineering, Traffic and Transportation

_____
Joao D'Souza, Director of Traffic & Transportation

Approved by Municipal Council Resolution

Date: _____


Getting around
Traffic · Transit · Bicycling · Terrain
Directions
Morgan St
One Leadership Group
Duane Reade
Law Office of Eric M. Mark
Hudson Equities
Grove Street
Starbucks
Grove Pointe Rentals
Fidelity Investments
Morgan St
Steuben St
Wayne St
Salmeron
Attic Ensemble
Barrow St
Shampoo JC Salon
Hard Grove Cafe
Columbus Dr
Grove St
TAXI
Quality Technologies Services
Quantitative Analysis Service
Pershing
Stanford Financial Group
Pint
PJ Ryan's
Ibby's Falafel
Teppan Bar & Grill
LIFE+MOD
Sky City at 50 Columbus
Allcity-Columbu
Mercer St
Shadman
Repair Stop
Marco & Pepe
Kraverie
Dr. Ridhi B. Ghetia, DMD
Seventh-Day Adventist Church
Montgomery St
County of Hudson
City of Jersey City
Park Min J DDS
HDR Engineering
Hound About Town
Hudson Gold Properties
Google
Map data ©2014 Google, Sanborn
100 ft

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

City Clerk File No. Res. 14.314

Agenda No. 10.V

Approved: MAY 14 2014

TITLE: **A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 4:00 A.M. AND ENDING 6:00 P.M. SATURDAY, MAY 17, 2014 AT THE REQUEST OF CITY CHALLENGE RACE FOR THE PURPOSE OF THE CITY CHALLENGE RACE**

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from City Challenge Race to close Exchange Place beginning 4:00 a.m. and ending 6:00 p.m. Saturday, May 17, 2014 for the purpose of the City Challenge Race; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Section 296-71, 296-72 and 296-73 and Section 122-8 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71 (B)(C)(D), 296-72(B)(2)(8) and 296-73(D) and Section 122-8(A)(B) and (C)as the street closing was submitted by a non-resident and will start earlier than is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 396-71, 296-72 and 296-73 and Section 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 4:00 a.m. and ending 6:00 p.m. Saturday, May 17, 2014.

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED: _____
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

JDS:pcl
(04.11.14)

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), EXCHANGE PLACE BEGINNING 4:00 A.M. AND ENDING 6:00 P.M. SATURDAY, MAY 17, 2014 AT THE REQUEST OF CITY CHALLENGE RACE FOR THE PURPOSE OF A CITY CHALLENGE RACE

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Elvi Guzman on behalf of City Challenge Race, 235 Hudson Street, Hoboken, NJ 07030m 732.619.4066	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution authorizes closing Exchange Place beginning at 4:00 a.m. and ending 6:00 p.m. on Saturday, May 17, 2014 for the purpose of a City Challenge Race.

The street closing will be at no cost to the City.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

RECREATIONAL EVENT STREET CLOSURE

BLOCK: **EXCHANGE PL**

PURPOSE OF EVENT: City Challenge Race

BEGINS: 4AM
ENDS: 6PM
Saturday, May 17, 2014

APPLICANT: Elvi Guzman

ORGANIZATION : City Challenge Race

ADDRESS: 235 Hudson St

CITY, STATE, ZIP: Hoboken NJ 07030

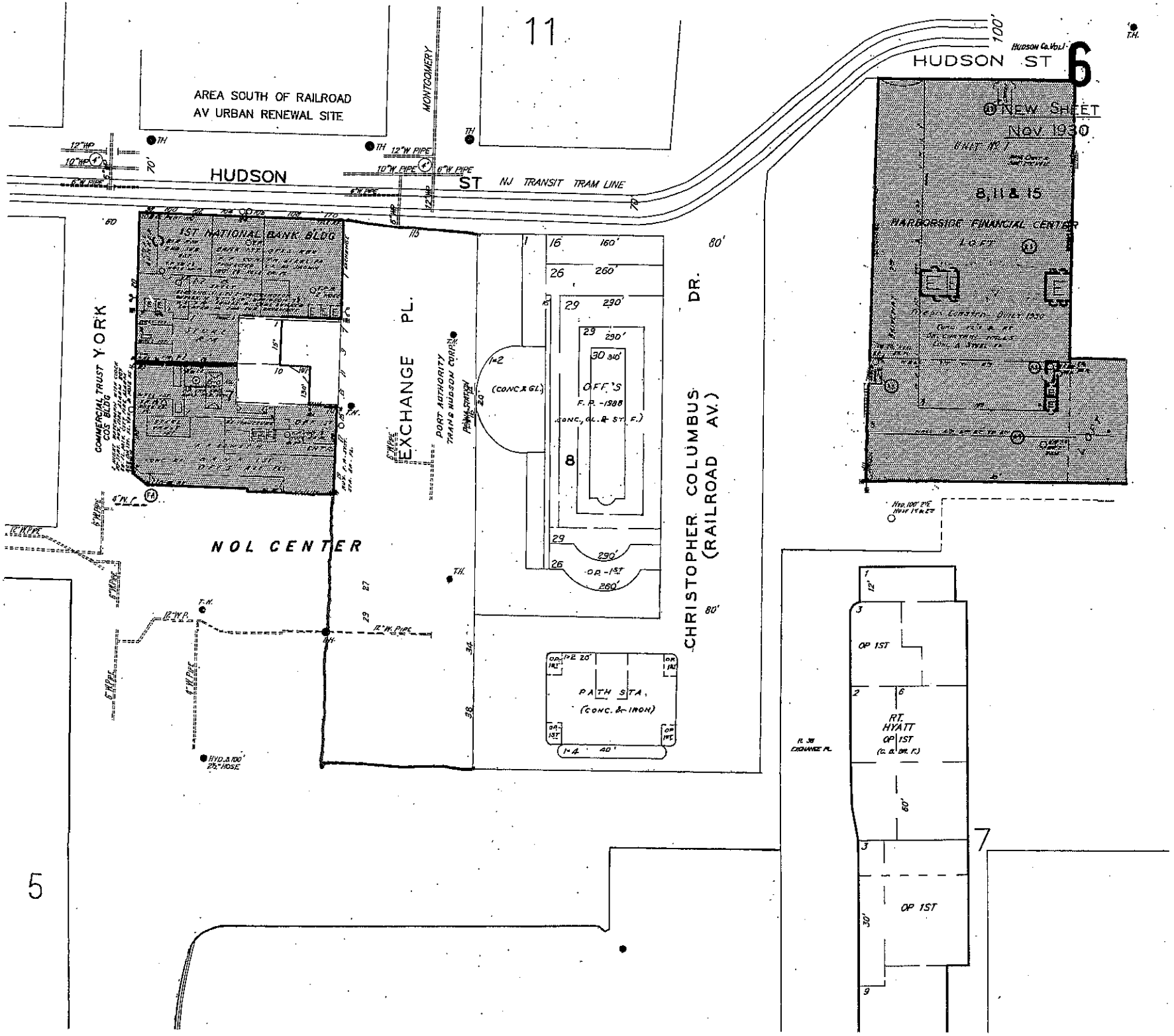
PHONE #: 732.619.4066

BEING WAIVED: Nonresident, start time

APPROVED OK DATE 4/9/14

DENIED _____ DATE _____

PLEASE REVIEW WITH ME _____ DATE _____



11
AREA SOUTH OF RAILROAD
AV URBAN RENEWAL SITE
MONTGOMERY
HUDSON ST
NJ TRANSIT TRAM LINE
12"W PIPE
10"W PIPE
6"W PIPE
1ST NATIONAL BANK BLDG
YORK
COMMERCIAL TRUST CO'S BLDG
EXCHANGE PL.
PORT AUTHORITY TRANS HUDSON CORP.
NOL CENTER
CHRISTOPHER COLUMBUS DR.
(RAILROAD AV.)
OFF'S
F.P. -1988
(CONC. & GL.)
(CONC. & GL. & ST. F.)
PATH STA.
(CONC. & IRON)
HYD. & 100' 2½" HOSE
HUDSON ST
6
NEW SHEET
NOV. 1930
UNIT No 1
8, 11 & 15
HARBORSIDE FINANCIAL CENTER
LOFT
OP 1ST
RT. HYATT
OP 1ST
(C. & BR. F.)
7
5

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

City Clerk File No. Res. 14.315

Agenda No. 10.W

Approved: MAY 14 2014

TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MANILA AVENUE FROM FOURTH STREET TO FIRST STREET; SADDLEWOOD COURT; SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET AND THIRD STREET FROM ERIE STREET TO MANILA AVENUE BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, MAY 25, 2014 AT THE REQUEST OF THE CATHOLIC ACTION FOR MARY FOR THE PURPOSE OF SANTACRUZAN & FLORES de MAYO

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from the Catholic Action of Mary to close Manila Avenue from Fourth Street to First Street; Saddlewood Court; Second Street from Marin Boulevard to Erie Street and Third Street from Erie Street to Manila Avenue beginning 8:00 a.m. and ending 8:00 p.m. Sunday, May 25, 2014 for the purpose of Santacruzan & Flores de Mayo; and

WHEREAS, in accordance with the provisions of Section 296-71, 296-72 and Section 122-8 a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section 122-8 be waived; and

WHEREAS, the request to close Manila Avenue; Saddlewood Court; Second Street and Third Street does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(1)(2) , 296-73(D) and 122-8(A)(C) as more than one block at a time will be closed and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72, 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Manila Avenue from Fourth Street to First Street; Second Street from Marin Boulevard to Erie Street; Saddlewood Court and Third Street from Erie Street to Manila Avenue beginning 8:00 a.m. and ending 8:00 p.m. Sunday, May 25, 2014.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Director, Architecture, Engineering, Traffic and Transportation

APPROVED:
Director, Dept. of Public Works

APPROVED:
Business Administrator

JDS:pcl
(04.29.14)

APPROVED AS TO LEGAL FORM
Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), MANILA AVENUE FROM FOURTH STREET TO FIRST STREET; SADDLEWOOD COURT; SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET AND THIRD STREET FROM ERIE STREET TO MANILA AVENUE BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SUNDAY, MAY 25, 2014 AT THE REQUEST OF THE CATHOLIC ACTION FOR MARY FOR THE PURPOSE OF SANTACRUZAN & FLORES de MAYO

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Linda Mayo on behalf of the Catholic Action of Mary	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorize the closing of Manila Avenue from Fourth Street to First Street; Saddlewood Court; Second Street from Marin Boulevard to Erie Street and Third Street from Erie Street to Manila Avenue beginning 8:00 a.m. and ending 8:00 p.m., Sunday, May 25, 2014 for Santacruzan & Flores de Mayo

This event will be at no cost to the City.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: April 29, 2014

TO: Jeremy Farrell, Corporation Counsel

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED STREET CLOSING RESOLUTION**

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

- Manila Avenue from Fourth Street to First Street; Saddlewood Court, Second Street from Marin Boulevard to Erie Street and Third Street from Erie Street to Manila Avenue beginning 8:00 a.m. and ending 8:00 p.m. on Sunday, May 25, 2014

The street closing was requested by Linda Mayo, on behalf of Catholic Action of Mary, for the purpose of Santacruzan & Flores de Mayo.

It is anticipated this legislation will be on the Agenda for the May 14, 2014 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Monte Zucker at MONTE@jcnj.org or at extension 4469.

Patricia Logan,
Supervising Traffic Investigator

Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Muhammed Akil, Chief of Staff
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
James Shea, Director, Dept. of Public Safety

INTERDEPARTMENTAL MEMORANDUM

DEPARTMENT OF PUBLIC SAFETY
OFFICE OF THE FIRE OFFICIAL

DATE: **May 1, 2014**

TO: **Robert Byrne, City Clerk**

FROM: **Dennis Nuber, Fire Official** DN

SUBJECT: **Proposed Street Closing Resolution**

The Fire Department has no objections in granting Proposed Street Closing Resolution as long as there is accessibility for fire department emergency operations.

Additionally we want to ensure that the Fire Department has accessibility to all the fire hydrants located within the proposed plan.

c: James Shea, Public Safety Director

RECEIVED
2014 MAY -2 A 9:30
CITY CLERK'S OFFICE

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: **MANILA AV from FOURTH ST to FIRST ST**
SADLEWOOD CT
SECOND ST from MARIN BLVD to ERIE ST
THIRD ST from ERIE ST to MANILA AV

PURPOSE OF EVENT: Santacruzan & Flores de Mayo

BEGINS: 8AM
ENDS: 8PM
Sunday, May 25, 2014

APPLICANT: Linda Mayo

ORGANIZATION : Catholic Action of Mary

ADDRESS: 209 Third St

CITY, STATE, ZIP: Jersey City NJ 07302

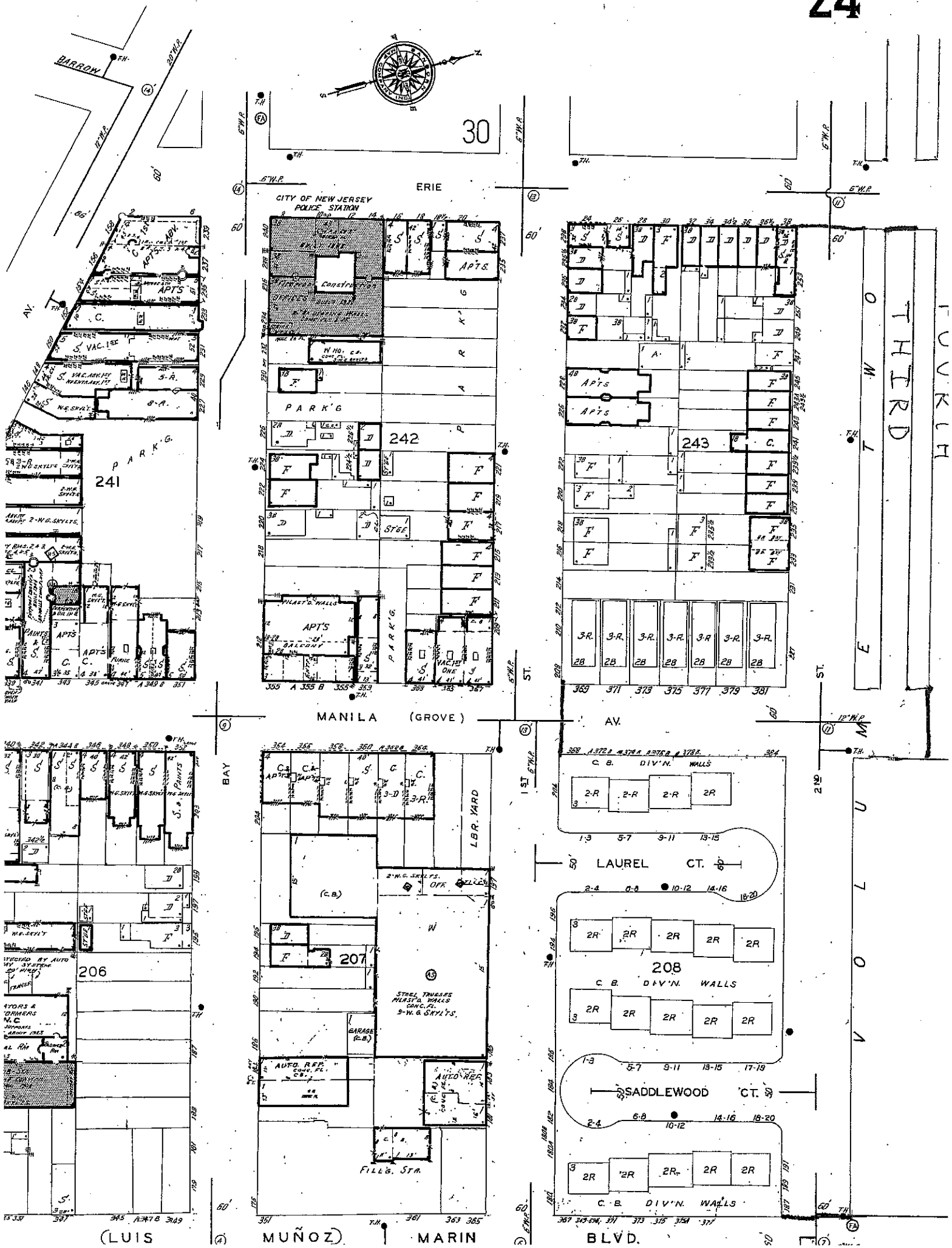
PHONE #: 201.388.1260

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

APPROVED OM DATE 4/22/14

DENIED _____ DATE _____

PLEASE REVIEW WITH ME _____ DATE _____


BARROW
30
ERIE
CITY OF NEW JERSEY POLICE STATION
Construction
PARK'G
241
242
243
206
207
208
MANILA (GROVE) AV.
BAY
ST.
1ST
2ND
THIRD
FOURTH
VOLUME
LAUREL CT.
SADDLEWOOD CT.
C. B. DIV'N. WALLS
LBR. YARD
STEEL TRUSSES PILAST'D. WALLS CONC. FL. 9-W. G. SKYLTS.
AUTO. REF.
FILL'G. STA.
(LUIS MUÑOZ) MARIN BLVD.

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

City Clerk File No. Res. 14.316

Agenda No. 10.X

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SIXTH STREET FROM MONMOUTH STREET TO DIVISION STREET AND BRUNSWICK STREET FROM SEVENTH STREET TO FIFTH STREET BEGINNING 7:00 A.M. MONDAY AUGUST 11, 2014 AND ENDING 5:00 P.M. MONDAY AUGUST 18, 2014 AT THE REQUEST OF HOLY ROSARY CHURCH FOR THE PURPOSE OF THE PARISH STREET FESTIVAL

WHEREAS, the Division of Architecture, Engineering, Traffic and Transportation has received an application from Holy Rosary Church to close Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 7:00 a.m. Monday August 11, 2014 and ending 5:00 p.m. Monday, August 18, 2014 for the purpose of the Parish street festival; and

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

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Director of Architecture, Engineering, Traffic and Transportation may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72, 296-73 and Section122-8 be waived; and

WHEREAS, the request to close both Sixth Street and Brunswick Street, does not meet one or more of the requirements set forth in Section 296-71, 296-72(B)(2)(8). 296-73 (D) and Section 122-8(C) because the street closure will be for more than twenty-four continuous hours, the event will be held on weekdays, the start is earlier then what is permitted and more than one block at a time will be closed; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that one or more of the requirements set forth in Section 296-71, 296-72, 296-73 and Section 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Sixth Street from Monmouth Street to Division Street and Brunswick Street from Seventh Street to Fifth Street beginning 7:00 a.m. Monday, August 11, 2014 and ending 5:00 p.m. Monday, August 18, 2013.

APPROVED:
Director of Traffic & Transportation

APPROVED:
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED:
Director, Dept. of Public Works

APPROVED:
Business Administrator

APPROVED AS TO LEGAL FORM
Corporation Counsel

Certification Required ☐

Not Required ☐

JDS:PCL
(04.30.14)

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SIXTH STREET FROM MONMOUTH STREET TO DIVISION STREET AND BRUNSWICK STREET FROM SEVENTH STREET TO FIFTH STREET BEGINNING 7:00 A.M. MONDAY AUGUST 11, 2014 AND ENDING 5:00 P.M. MONDAY AUGUST 18, 2014 AT THE REQUEST OF HOLY ROSARY CHURCH FOR THE PURPOSE OF THE PARISH STREET FESTIVAL

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Nicholas Grillo on behalf of Holy Rosary Church, 344 Sixth Street, JCNJ, 201.783.3045	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Authorize the closing of both Brunswick Street from Seventh Street to Fifth Street and Sixth Street from Monmouth Street to Division Street beginning 7:00 a.m. Monday, August 11, 2014 and ending 5:00 p.m., Monday, August 18, 2014 for a street festival.

The street closing will be at no cost to the City.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4-30-14

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: **BRUNSWICK ST from SEVENTH ST to FIFTH ST**
SIXTH ST from MONMOUTH ST to DIVISION ST

PURPOSE OF EVENT: street festival

BEGINS: 7AM Monday, August 11
ENDS: 5PM Monday, August 18, 2014

APPLICANT: Nicholas Grillo

ORGANIZATION : Holy Rosary Church

ADDRESS: 344 Sixth St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.783.3045

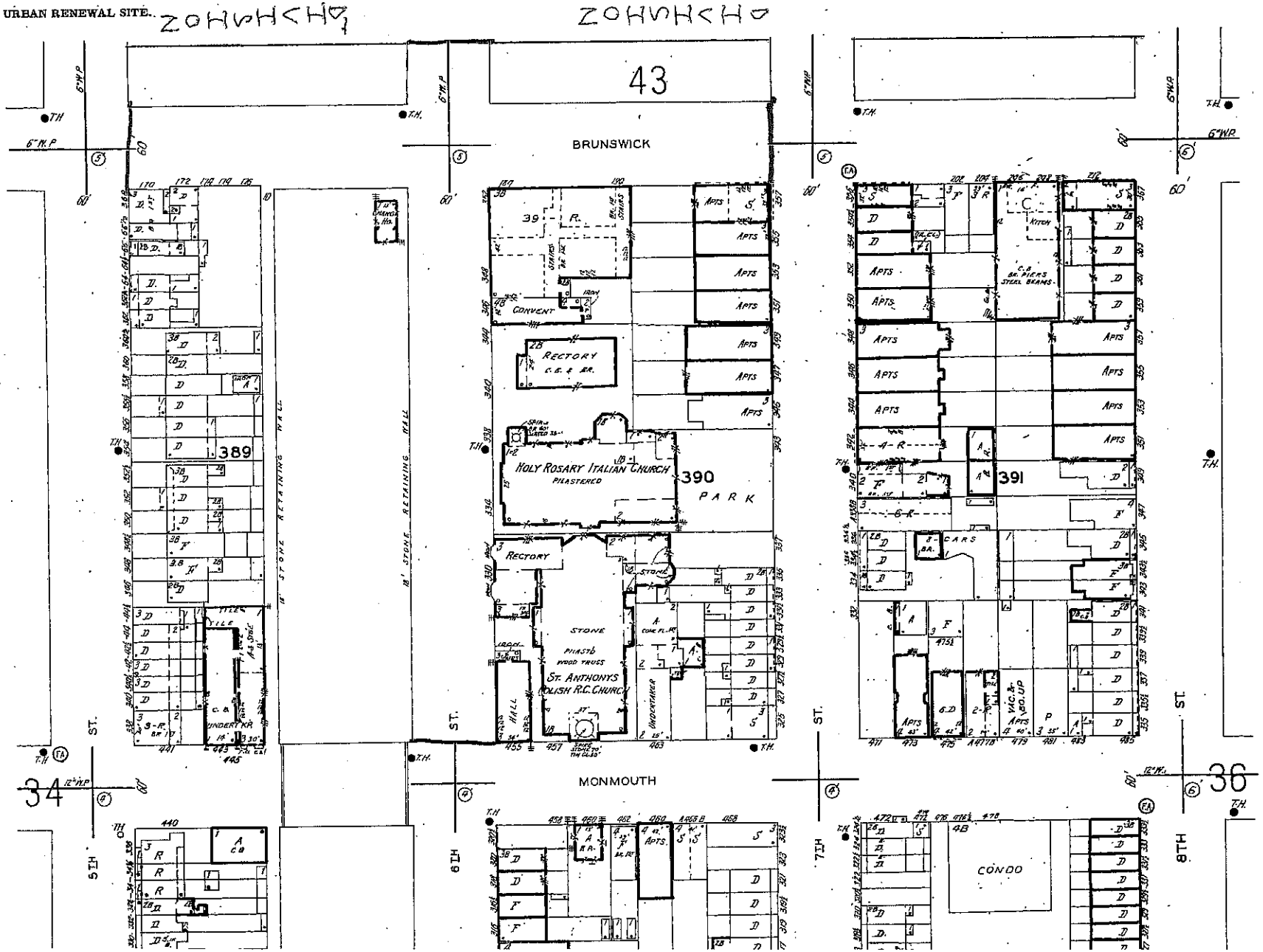
BEING WAIVED: Closed more than twenty four continuous hours, day of week, more than one block at a time closed, start time

APPROVED OM DATE 4/30/14

DENIED _____ DATE _____

PLEASE REVIEW WITH ME _____ DATE _____

BLKS. 356, 358, 390 & 391
URBAN RENEWAL SITE.



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

City Clerk File No. Res. 14.317

Agenda No. 10.Y

Approved: MAY 14 2014

TITLE:

RESOLUTION APPOINTING ERMA D. GREENE
AS A MEMBER OF THE JERSEY CITY REDEVELOPMENT AGENCY

COUNCIL
OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Honorable Steven M. Fulop, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated April 24, 2014, that he has appointed **Erma D. Greene,** of 48 Brinkerhoff Street, Jersey City, New Jersey, 07304 as a member of the **Jersey City Redevelopment Agency,** replacing Piyush M. Amin, who has resigned, for a period to commence immediately and expire on June 30,2016.

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

sjg

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

Report of Directors
8.a
Meeting 05.14.14

CITY OF JERSEY CITY

STEVEN M. FULOP, MAYOR

April 24, 2014

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 **Erma D. Greene**, of 48 Brinkerhoff Street, Jersey City, New Jersey, 07304, as a **Member** of the **Jersey City Redevelopment Agency**. Ms. Greene is replacing **Piyush M. Amin,** who has resigned, for a term that will commence immediately upon the adoption of a resolution and will expire on June 30, 2016.

I respectfully request your advice and consent on this matter.

Very Truly Yours,

Steven M. Fulop
Mayor

c: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Barbara Amato, Secretary, J.C. Redevelopment Agency
Muhammed Akil, Chief of Staff
Nancy Warlikowski, Mayor's Office
Erma D. Greene

OFFICE OF THE MAYOR
CITY HALL
280 GROVE STREET
JERSEY CITY, NJ 07302

P: 201 547 5200
F: 201 547 5442

WWW.JERSEYCITYNJ.GOV

CITY OF JERSEY CITY
Office of the City Clerk
280 Grove Street
Jersey City, New Jersey 07302

Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk

Telephone: (201) 547-5150
Fax: (201) 547-5461

APPLICATION FOR MUNICIPAL PUBLIC SERVICE

Date: 17 APRIL 2014

I, hereby apply to perform public service on the following municipal authorities, boards or commissions:

a) JCRA

b)

c)

RECEIVED
2014 APR 25 P 3:10
CITY CLERK'S OFFICE
JERSEY CITY, N.J.

Name: ERMA D. GREENE

Address of Residence: 48 BRINKERHOFF STREET

Phone Number: 201-432-7015

E-mail Address: 922735@aol.com

Education related to the authorities, boards or commissions of choice:
Master's Degree in Business and currently serves on several Committees for Mt. Pisgah Church and the community.

Volunteer or work related experience which could be of use to the authorities, boards or commissions of choice:

Thirty years as an Academic Educator as well as Education Administration. (RESUME ATTACHED.)

Previous meeting attendance at, or volunteer work for, the authorities, boards or commissions of choice:

Attended City Council Meetings.

Signature: Erma D. Greene

Resume of

Erma D. Greene
48 Brinkerhoff Street
Jersey City, New Jersey 07304
201-432-7015
email address: g22735@aol.com

EMPLOYMENT HISTORY:

1980 – 2003:
HCST, County Prep High School, Jersey City, NJ; Teacher of Business & Office Education, Career Education; Other Activities included Principal's Assistant, Lead Teacher, Senior Class Advisor numerous times, Students' Activities Account Fund holder, School Reunion Organizer, and School Office Assistant.

1979 – 1980:
Jersey City Board of Education, Snyder High School; Teacher of General Business.

1972 – 1979:
Jersey City Board of Education, Title I; various Account Clerk and Secretarial positions and Administrative Assistant to the Deputy Superintendent.

1952 – 1972:
Airflyte Electronics Co., Bayonne, New Jersey; various positions.

EDUCATION HISTORY:

1989: Jersey City State College, Jersey City, New Jersey; MA, Urban Administration & Supervision.

1980 – 1984: Rutgers' The State University, New Brunswick, New Jersey, Master's Program of Office & Business Education.

1979: Jersey City State College, Jersey City, NJ; Vocational Ed Certification

1972 – 1975: Saint Peter's College, Jersey City, New Jersey; BS Degree in Business Administration; minor in Secondary Education.

PROFESSIONAL ASSOCIATIONS: NJREA, JCEA, HCAVTEA.

OTHER COMMUNITY ACTIVITIES: Mt. Pisgah AME Church member, Trustee, Financial Secretary, Financial Officer, Life Member & Former 1st VP Jersey City Branch NAACP and the Publisher of "Erma D's Essence of a Special Poetry Collection."

REFERENCES UPON REQUEST

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

City Clerk File No. Res. 14.318

Agenda No. 10.Z

Approved: MAY 14 2014

TITLE:

Resolution Honoring

The Veterans of the Great Patriotic War On the Occasion of the 69th Anniversary of Victory Day

WHEREAS, in Russia, May 4th is celebrated as Great Patriotic War Remembrance Day. The World War II Victory in Europe (VE) Day is celebrated a day later in Russia because there was a second German surrender to the Soviets on that date; and

WHEREAS, on May 9th, the Russians honor the sacrifice and bravery of the Soviet people in the Great Patriotic War. A grand parade is held in Moscow across Red Square; and

WHEREAS, war veterans gather in Victory Park to be feted by young people, composers and musicians that perform for the celebrants. The war veterans are honored for their historic resistance to the German advance to Moscow where they were repelled; and

WHEREAS, this year will mark the 69th Anniversary of Victory Day on May 9th. The Cambridge Russian Speaking Society is honoring the veterans who fought in the Great Patriotic War of 1941-1945; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City, on behalf of the citizenry does hereby honor the following veterans of the Great Patriotic War on the occasion of the 69th Anniversary of Victory Day.

Leon Adlershteyn
Danil Balagula
Matvey Derbaremdiker
Mendel Feyman
Vladimir Kounin
Maria Odesskaya
Riva Zviagina

G:\WPDOCS\TOLONDA\RESOS\GREAT PATRIOT WAR.wpd

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0 5.14.14

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.319

Agenda No. 10.Z.1

Approved: MAY 14 2014

TITLE: **RESOLUTION APPLAUDING THE NORTH JERSEY CHAPTER NATIONAL ACTION NETWORK'S HONOREES ON THE OCCASION AND CELEBRATION OF ITS INAUGURAL FANNIE L. HAMER AWARDS CEREMONY**

April 26, 2014

WHEREAS, National Action Network (NAN) is one of the leading civil rights organizations in the Nation with chapters throughout the United States. Founded in 1991, by Reverend Al Sharpton, NAN works within the spirit and tradition of Dr. Martin Luther King, Jr. to promote a modern civil rights agenda that includes the fight for one standard of justice, decency and equal opportunities for all people regardless of race, religion, nationality or gender; and

WHEREAS, NAN has expanded to encompass more than fifty chapters throughout the United States. NAN members share a commitment to civil rights and frequently mobilize in regions across the country to protect equal rights and a modern day civil rights agenda; and

WHEREAS, recognizing the strength and fortitude of Fannie Lou Hamer as an American voting rights activist and civil rights leader, the **North Jersey Chapter National Action Network of Jersey City** will hold its Inaugural Fannie L. Hamer Awards Ceremony on Saturday, April 26, 2014, at which time certain individuals will be honored for their magnanimous community service and for making a cultural difference within our communities; and

WHEREAS, NAN founder and president, Reverend Al Sharpton is scheduled to kick-off the evening with welcome and greetings. Nationally recognized civil rights activist and former National Executive Director of NAN, Tamika Mallory will serve as host for the momentous occasion.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby offer special accolades to civil rights activists **Tamika D. Mallory, Reverend Al Sharpton** and **Carolyn Oliver-Fair**, "New Jersey's First Lady of Nan."

BE IT FURTHER RESOLVED, that the Municipal Council does hereby honor the following deserving community innovators on the occasion and celebration of North Jersey Chapter National Action Network of Jersey City's Inaugural Fannie L. Hamer Awards Ceremony.

A. Louise Bonaparte, M.D.
Alberta Daniels
Anna L. Oliver
Arrelle Anderson
Cicely Bland
Craig Howard
Diasjon Robinson
Elizabeth Jackson-Edwards
Linda K. Martin
Maxine Lewis
Pamela Renae Brooks
Reverend Cynthia D. Jackson, Esq.
Reverend Delores Ivory Smith
Reverend Robin L. Hampton
Toya L. Beasley
Tyler Ballon

G:\WPDOCS\TOLONDA\RESOS\HONORING\National Action Network.docx

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.320

Agenda No. 10.Z.2

Approved: MAY 14 2014

TITLE:

RESOLUTION IN SUPPORT OF THE CAMPAIGN TO PROMOTE AWARENESS OF FIBRODYSPLASIA OSSIFICANS PROGRESSIVA (F.O.P.) AND THE DEBILITATING EFFECTS THIS HAS ON CHILDREN BORN WITH THIS RARE GENETIC DISORDER

WHEREAS, Gary W. Whyte, his wife and three sons of Mountainside, New Jersey established an Awareness Campaign in 2006 to bring public attention to Fibrodysplasia Ossificans Progressiva (F.O.P.) when a friend, Hillary Weldon, and her husband Bill Weldon's nine-year-old daughter, Whitney Weldon, was diagnosed with the disease; and

WHEREAS, F.O.P. is a rare genetic condition in which the body makes additional bone where bone should not form, such as in muscle, tendons, ligaments and other connective tissues, essentially forming a "second skeleton" causing excruciating pain, distortion of the existing skeletal frame and immobility; and

WHEREAS, in April of 2006, researchers were able to identify the gene responsible for causing F.O.P. and have been aggressively working to discover a cure and/or treatment; and

WHEREAS, understanding and researching the cause of bone formation in F.O.P. could aid in the treatment of other common bone disorders such as fractures, hip replacement surgery, and other heterotopic ossification that occur in trauma or burn victims; and

WHEREAS, as a part of the F.O.P. Awareness Campaign, Gary W. Whyte and his family have requested that each of the 566 New Jersey municipalities adopts a Proclamation or Resolution to promote awareness of this rare disease afflicting children; and

WHEREAS, it is the goal of Gary W. Whyte and his family to hopefully one day compile the Proclamations and Resolutions from Mayors and City Councils throughout New Jersey in a book to be displayed in Washington, D.C. to show concern for the children, not only in New Jersey but throughout the United States, who are afflicted by F.O.P.; and

NOW THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby to commend the outstanding dedication of Gary W. Whyte and his family in informing officials and citizens of such a devastating disease as F.O.P.; and

AND BE IT FURTHER RESOLVED, that the Municipal Council does hereby join the other New Jersey Mayors and City Councils in support of the F.O.P. Awareness Campaign and respectfully call upon all residents to express support for additional funding from the federal government for research and treatment of F.O.P.

APPROVED: _____

APPROVED: _____ Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan For Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.321

Agenda No. 10.Z.3

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION FOR USE OF A PORTION OF BLOCK 14102, LOT 12, MORE COMMONLY KNOWN AS THE PARKING AREA ADJACENT TO AND BEHIND CITY HALL, 280 GROVE STREET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City [City] is the owner of certain property designated as Block 14102, Lot 12, more commonly known as the parking area adjacent to and behind City Hall, [Property]; and

WHEREAS, the Jersey City Economic Development Corporation is a nonprofit, 501(c)(3) organization [Entity] as indicated on the Certificate of Incorporation attached hereto as Exhibit A; and

WHEREAS, the Entity has requested permission to use the parking area adjacent to and behind City Hall, constituting a portion of the Property, for the sole purpose of providing the following public services to the citizens of the City of Jersey City:

> to hold a flea market featuring crafts, vintage items, prepared food, and kids' activities on Sundays to encourage economic and community activity in the area

WHEREAS, the Entity has agreed to pay the City the sum of $1.00 for the use; and

WHEREAS, the Entity needs to use the Property for a period not to exceed six (6) Sundays: May 18, June 22, July 20, August 10, September 14, and October 19, 2014, during the hours of 9 a.m. and 6:30 p.m., for the above stated public purposes and for no other purpose whatsoever.

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

1. Jersey City Economic Development Corporation, a nonprofit 501(c)(3) organization, is hereby authorized to use the parking area adjacent to and behind City Hall, constituting a portion of Block 14102, Lot 12, more commonly known by the street address of 280 Grove Street, for a period not to exceed six (6) Sundays, specifically: May 18, June 22, July 20, August 10, September 14, and October 19, 2014.

2. The purpose is to hold a flea market featuring crafts, vintage items, prepared food, and kids' activities on Sundays to encourage economic and community activity in the area.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Rev. 05-07-14

LICENSE AGREEMENT

This **AGREEMENT** is made this_____ day of_____, 2014, between the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 [City or Licensor] and **JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION**, with offices at 30 Montgomery Street, Jersey City, NJ 07302 [Licensee.]

WITNESSETH that:

1. The City is the owner of certain property located within Block 14102, Lot 12, more commonly known as the parking area adjacent to and behind City Hall, constituting a portion of the property [Property], more particularly described by the metes and bounds and depicted on the map, both of which is attached hereto as Exhibit A.

2. Licensee has a temporary need for use of the City Property for the following purposes and no other purpose whatsoever:

to hold a flea market featuring crafts, vintage items, prepared food, and kids' activities on Sundays to encourage economic and community activity in the area

3. This use shall be for a period not to exceed six (6) Sundays: May 18, June 22, July 20, August 10, September 14, and October 19, 2014, during the hours of 9 a.m. and 6:30 p.m. In order to obtain access to the Property, Licensee must first notify the City's Division of Real Estate.

4. The City agrees to permit Licensee or its duly designated agents, servants, employees, contractors or invitees, to enter onto the City Property for the purposes set forth above of and for no other purpose whatsoever.

5. No permanent improvements are permitted on the City Property. No equipment shall be used or permitted to be placed on the property without the prior written approval of the City Engineer.

6. Licensee shall pay the City a user fee equal to the sum of $1.00 payable on for this License commencing on the date this agreement is executed. This is a user fee only and does not constitute rent or fair market value.

7. Licensee shall defend, indemnify, save and hold harmless the City from any and all accidents, losses, damages, claims, demands, suits, judgments, liens, expenses or damages whatsoever including but not limited to any environmental damage or claims caused or

exacerbated by the use of the Property, arising by reason of this Agreement or the use of the Property by Licensee or any of its agents, servants, employees, contractors or invitees, in, on or about the Property during the term of this agreement, whether the use of the Property is within or outside the scope of the above permitted use. Licensee's obligations hereunder shall survive any termination of this Agreement.

8. Licensee agrees to carry Property Damage and Comprehensive General Liability Insurance for an amount not less than $1,000,000 or such other type and amount as is deemed necessary or appropriate by the City's Risk Manager. Licensee shall furnish to the City a Certificate of Insurance for the benefit of Licensee, naming the City, its employees or agents as additional named insured and covering the Property herein described. Delivery of Certificates of Insurance evidencing policies of insurance and proof of payment of premium shall be delivered to the City prior to exercising any rights under this Agreement but in no event later than five (5) days prior to the commencement of any activities conducted pursuant to this Agreement.

9. All accidents or injuries to person, or any damages, etc., occurring as a result of or in connection with Licensee's use of the City Property, shall be reported immediately to the City of Jersey City, Division of Risk Management, the Office of Real Estate and the City Engineer, as authorized representatives of the City together with all information required by the City on prescribed forms to be provided by the City.

10. Licensee shall accept sole responsibility for any or all security, if necessary, for its personnel, equipment and supplies or the equipment and supplies of its agents, servants, employees, contractors and invitees on the property, at no cost to the City of Jersey City.

11. The Licensee acknowledges and agrees that it shall be permitted to place only that machinery and materials as is permitted with the prior written approval of the City Engineer.

12. Any improvements or equipment installed or used by Licensee in connection with its use of the City Property that may be removed without damage to Licensee's property shall be deemed to be the property of Licensee and shall be removed by it at the termination of the License, or not later than two (2) days thereafter. In the event that the same is not removed, it shall be deemed abandoned and the City shall have the right to dispose of the same and charge Licensee for any cost of disposing thereof.

13. Licensee shall provide in writing to the City the names of two (2) authorized representatives of Licensee who shall be responsible for adherence to the terms and conditions of

the License before, during and after the effective date of this License. No other persons are to speak or act for Licensee.

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

City: City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

with a copy to the City Engineer

Licensee: Jersey City Economic Development Corporation
30 Montgomery Street
Jersey City, NJ 07302

15. The City reserves unto itself for any and all purposes, all rights of entry and possession, including but not limited to the inspection, repair and maintenance of any City utilities and for any public purpose.

16. Licensee shall at its own cost and expense restore the area to the same condition it was in prior to the commencement date of this license to the reasonable satisfaction of the City Engineer. To secure the performance thereof, the Licensee is required to deposit with the City the sum of $1,000 no later than the date this agreement is executed.

17. The parties intend only to create a temporary license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that Licensee will not acquire any prescriptive interest or rights whatsoever to the City Property under this License.

18 Licensee shall not assign this Agreement, or any part thereof, or occupy the Property for any other reason or reasons then herein stipulated in this Agreement, under penalty of damages and forfeiture.

19. The City reserves the right to terminate the agreement at will upon ten (10) days prior written notice to Licensee.

20. All of the above terms and conditions shall be binding on Licensee, the City and all other parties for which the Property is herein licensed. The City reserves the right to terminate the License at any time during the term hereof for good cause, including but not

limited to any violation of any applicable land use or construction, fire, City, State or federal code regulations.

21. The City also reserves the right to advance or effectuate any public purpose or policy, upon thirty (30) days prior written notice to Licensee.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date above written.

ATTEST:

_____
Robert Byrne
City Clerk

CITY OF JERSEY CITY

_____
Robert J. Kakoleski
Business Administrator

WITNESS:

_____

JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION

_____

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

City Clerk File No. Res. 14.322

Agenda No. 10.Z.4

Approved: MAY 14 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH GENESIS OCEAN ASSOCIATES, LLC FOR DR. LENA FRANCES EDWARDS APARTMENTS

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City of Jersey City (City) to enter into contracts with for profit or non-profit entities, organized under state and federal laws or a public entity for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that they are the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, Genesis Ocean Associates, LLC a limited liability company that will construct a four (4) story mid-rise building with fifty four (54) rental units comprised of twenty one (21) one bedroom, seventeen (17) two bedroom and six (6) three bedroom units that will be affordable to households earning up to 80% Area Median Income (AMI). There will be approximately 2,000 square feet of commercial space with on-site parking; and

WHEREAS, the Dr. Lena France Edwards Apartments project is located in Ward F at 445 Ocean Avenue on block 25804, lots 17-23; and

WHEREAS, the total cost for the Dr. Lena Frances Edwards Apartments project is $15,644,907. Financing consists of the following sources: Low Income Housing Tax Credits ($12,747,900), FHLBNY AHP Grant ($500,000), JCRA PA Grant ($600,000), and Affordable Housing Trust Funds ($1,500,000); and

WHEREAS, the Affordable Housing Trust Fund Review Committee has approved this request for funding.

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

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14:322

Agenda No. 10.Z.4

TITLE: MAY 14 2014

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH GENESIS OCEAN ASSOCIATES, LLC FOR DR. LENA FRANCES EDWARDS APARTMENTS

---

1) The Mayor or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, which is attached hereto, with Genesis Ocean Associates, LLC for the creation of fifty four (54) rental units.

2) This commitment of funds is conditioned on the recipient receiving funding commitments sufficient to develop this project and furnishing proof of same to the City within six (6) months. The six month deadline for proof of funds may be extended for good cause at the discretion of the Director of the Division of Community Development.

3) 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 under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of $1,500,000.00 are available in Account No. 17-293-56-000-025, P.O. No. 113560.

Donna Mauer

Donna L. Mauer
Chief Financial Officer

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH GENESIS OCEAN ASSOCIATES, LLC FOR DR. LENA FRANCES EDWARDS APARTMENTS

Project Manager

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Acting Director
Phone/email	201-547-4793	hairstonr@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To allow the City to enter into contract with Genesis Ocean Associates, LLC for the construction of Dr. Lena Frances Edwards Apartments.

Cost (Identify all sources and amounts)

Affordable Housing Trust Fund $1,500,000

Contract term (include all proposed renewals)

One (1) year

Type of award AHTF

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

5/5/14

Signature of Department Director **Date**

Acct. #: 17-293-56-000-025
Resolution #: 14- Date: 00/00/2014

CONTRACT BETWEEN
CITY OF JERSEY CITY
AND
GENESIS OCEAN ASSOCIATES, L.L.C.
FOR AWARD OF
FUNDS
FROM THE AFFORDABLE HOUSING TRUST FUND

PRELIMINARY STATEMENT AND DEFINITIONS

This Agreement (hereinafter referred to as the "Agreement"), made on the _____ day of _____ 2014 by and between the City of Jersey City, a Municipal corporation of the State of New Jersey, 280 Grove Street, Jersey City, N.J. 07302, (hereinafter referred to as "Jersey City" or "City") and **Genesis Ocean Associates, L.L.C.**, existing under the laws of the State of New Jersey, having its principal place of business at **594 Broadway, Suite 1107, New York, New York 10012**, (hereinafter referred to as "Developer"); and

WHEREAS, N.J.S.A. 40A:20-1 et seq. authorizes municipalities to grant long term tax exemptions from annual property taxes; and

WHEREAS, the City has long required developers and other recipients of long term tax exemptions to contribute funds for the rehabilitation or construction of affordable housing and public use facilities; and

WHEREAS, the City has established an Affordable Housing Trust Fund ("AHTF"), for the rehabilitation or construction of affordable housing or the preservation of existing low or moderate income affordable housing, and codified the guidelines and requirements, for receiving a long term tax exemption, at Section 304-32 of the City Code; and

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130, amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code, that established an Affordable Housing Trust Fund (AHTF) generated from fees from recipients of long term tax exemptions and adopted a spending plan for the AHTF; and

WHEREAS, on November 21, 2006 the Municipal Council adopted Ordinance 06-144 amending the AHTF spending plan (Ordinance 05-130) to allow AHTF recipients to utilize AHTF funds for property acquisition in limited instances, and to clarify fund dedications; and

WHEREAS, said spending plan authorizes the City to enter into contracts with public entities, for profit entities, or non-profit entities organized under State and federal law for the purpose of constructing, rehabilitating and preserving affordable housing; and

WHEREAS, the Division of Community Development, (hereafter referred to as the "DCD") is the City Division responsible for administering the Affordable Housing Trust Funds; and

WHEREAS, **Genesis Ocean Associates, L.L.C.** is the developer of **fifty-four (54) units** of affordable housing at **445 Ocean Avenue, Jersey City, New Jersey [Block 25804 / Lots 17-23]**; and

WHEREAS, the Department of Housing, Economic Development and Commerce (HEDC) believes this project will enable the City to develop affordable housing for low and moderate income persons in compliance with the intent of the Affordable Housing Trust Fund spending plan.

WITNESSETH

Now, therefore, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, the undersigned agree:

The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms:

AFFORDABLE HOUSING TRUST FUND: The Affordable Housing Trust Fund (AHTF) is a trust fund of the City dedicated to the rehabilitation or construction or preservation of existing low or moderate income affordable housing or the construction of new low or moderate income affordable housing, as those terms are defined in the Fair Housing Act, N.J.S.A. 52:27-301 et seq., and any regulations promulgated thereunder.

AIA: The American Institute of Architects (AIA), which prepares and publishes (with the consensus of owners, contractors, attorneys, architects, engineers, and others) various "AIA Contract Documents," which are widely-accepted, comprehensive contracts and forms that define relationships and terms involved in design and construction projects.

AIA DOCUMENT G702: An industry standard document which is designed and published by the AIA, for the purpose of establishing uniformity in the practice of applying for and certifying construction payments.

AIA DOCUMENT G703: The continuation sheet for an AIA G703 document.

CERTIFICATE OF OCCUPANCY: A document issued by the City which certifies a unit has been inspected and is habitable, that it satisfies the Building Code and related codes thereto and is in conformance with the site plan for the project.

COUNCIL ON AFFORDABLE HOUSING (COAH): The Council on Affordable Housing (COAH) as created by the State of New Jersey Affordable Housing Act of 1985 and which governs developer contribution agreements for affordable housing.

DEVELOPER: The entity which develops a project which provides housing units within Jersey City that fulfills the conditions of this contract.

DIVISION OF COMMUNITY DEVELOPMENT (DCD): A division of the City Department of Housing and Economic Development and Commerce (HEDC), charged with overseeing affordable housing developments within the City.

ELIGIBLE COST: Cost deemed by the City to be eligible development expenditures by a Developer for which AHTF funds can be awarded.

FORECLOSURE: The termination through legal process of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a unit covered by a recorded mortgage.

GROSS ANNUAL INCOME: The total amount of all sources of a household's income including but not limited to salary, wages, interest, dividends, alimony, pensions, social security, business and capital gains, tips on income reported to the Internal Revenue Service (IRS).

HOUSEHOLD: The person or persons occupying a housing unit.

HUD: The U.S. Department of Housing and Urban Development.

HOUSING PROJECT: A housing development to be financed in part by use of AHTF funds.

LOW INCOME HOUSING: Housing which is affordable to households whose annual income does not exceed 50 percent of the median income for the area, as defined by HUD or COAH, as applicable.

MODERATE INCOME HOUSING: Housing which is affordable to households whose annual income is more than 50 percent, but less than 80 percent of the median gross household income for households of the same size for the area as defined by HUD or COAH, as applicable.

MEDIAN INCOME INDEX: The percentage by which the median income figures, established by either COAH or the U.S. Department of Housing and Urban Development, changes each year for every area in the state.

OWNER: The title holder of record as same is reflected in the most recently dated and recorded deed for the affordable housing project.

PROJECT: An undertaking to create affordable housing units within Jersey City, or more particularly, **the creation of fifty-four (54) units** of affordable housing.

UNIT: A residential dwelling built according to construction plans reviewed and approved by the City.

Section 1. Project Description

Genesis Ocean Associates, L.L.C. will utilize **$1,500,000** in Affordable Housing Trust Funds to construct a **fifty-four (54) unit affordable housing project of which twenty-one (21) one-bedroom units, seventeen (17) two-bedroom and six (6) three-bedroom units and approximately 2,000 sq. ft. of commercial space** as described in Attachment "A".

ADDRESS	BLOCK(S) / LOT(S)
DR. LENA FRANCES EDWARDS APTS	
445 Ocean Avenue	Block 25804 / Lots 17-23

Section 2. Eligible Population

This project shall be occupied by households who meet COAH's criteria for occupancy as low and/or moderate income households.

Section 3. Periodic Inspection

The Developer agrees to accept periodic inspection of its development project by HEDC, or its designee.

Section 4. Time of Performance

Implementation of the project shall commence upon full execution of this Agreement and shall proceed in accordance with the schedule set forth in Attachment "A". The City and the Developer may revise the implementation schedule by mutual consent. This contract will remain in effect for the entire term of the affordability period which is set forth in Section 12 of this agreement.

Section 5. **Consideration and Terms**

Pursuant to the terms and provisions of this contract, for expenses as detailed in Attachment "A," the City agrees to provide funding in the amount of **$1,500,000**. In consideration of the receipt of Affordable Housing Trust Funds (hereinafter referred to as "funds") to be given to the Developer, the Developer agrees to be bound by the agreements contained herein, the Affordable Housing Development Agreement, Mortgage, and Mortgage Note, if applicable.

Section 6. **Amount of Funds**

The amount of funds provided by the City to the Developer toward the construction at **445 Ocean Avenue, Jersey City, New Jersey** shall be **$1,500,000**. This amount shall be given upon proof of construction progress. Funds may not be requested until they are needed for payment of eligible costs. All requests for funds must be supported with the back-up documentation, determined appropriate by the Division of Community Development (DCD).

Section 7. **Payment**

Payment of AHTF funds by the City to the Developer can only be made upon receipt of appropriate documentation including, but not limited to, the following:

1. Voucher in a format supplied by DCD together with an Application and certificate for payment, AIA Document G702 and continuation sheet, AIA Document G703.
2. Detailed bills for all marketing, legal, or related soft costs associated with this project.
3. Certification from licensed architect that costs incurred to date as shown on the accompanying progress payment voucher are valid and that work performed has been completed in accordance with the project construction plans and specifications and all applicable building and construction codes.

Section 8. **Repayment**

Funds shall be provided in the form of a loan which shall be secured by a mortgage on the property and a promissory note. The mortgage and promissory note shall be executed by the Developer and returned to the City. Interest on the loan shall accrue at 0% APR. The loan shall be repaid according to the provisions of the mortgage, note, or other related closing documents. In addition, the loan shall be repaid in full upon default of this contract or the Affordable Housing Development Agreement.

Section 9. **Completion of Project**

Upon completion, the Developer shall provide DCD with all items as identified by the Division of Community Development in the closeout checklist.

Section 10. **Liability**

The City shall incur no liability to the Developer pursuant to this Agreement in the event AHTF funds are not available or granted for the Project.

Section 11. **Restriction on Occupancy**

A. The Developer agrees to insert restrictive language in all deeds of conveyance and condominium by-laws to require ownership by low or moderate income persons for the time periods required by law and this Agreement.

B. The Developer agrees to insert restrictive language in all lease agreements to require occupancy by low or moderate income persons for the time periods required by law and this Agreement.

Section 12. **Affordability Controls**

A. All housing to be assisted financially, administratively or otherwise, by Jersey City will be required to remain affordable to, and occupied by low and moderate income households for a minimum of twenty (20) years.

C. All resale and rent Affordability restrictions shall be incorporated into the deed of the Developer and all subsequent deeds during the appropriate term of the Affordability Controls.

Section 13. **Compliance**

The Developer and City agree to comply with all appropriate statutes and regulations applicable to this Agreement.

Section 14. **Approval**

This Agreement is subject to the approval of the City's Municipal Council.

Section 15. **Execution as Required**

The parties hereto agree that each shall execute any and all documents which are required in order to implement the terms and conditions of this Agreement.

Section 16. **Designation of Representative**

The Developer and City agree that each shall designate a single representative who shall serve as a liaison to carry out the terms and conditions of this Agreement. In the event that the designated liaison person no longer serves as liaison for any reason whatsoever, each party agrees to name a replacement until such time as the parties agree between themselves that the Agreement is fully implemented and both parties have fully complied with their respective obligations herein.

Section 17. **Notice of Demands**

A notice, demand or other communication under this Agreement by either party to the other shall be considered sufficiently given or delivered if it is dispatched by regular U.S. Mail, postage prepaid, or delivered personally,

(a) in the case of the Developer:

Genesis Ocean Associates, L.L.C.
594 Broadway, Suite 1107
New York, NY 10012
Attn: Karim Hutson, Manager

(b) in the case of the City:

Jersey City Division of Community Development
30 Montgomery Street, Suite 404
Jersey City, NJ 07302
Attn: Rodney Hairston, Acting Director

or at such address which either party may, from time to time, designate in writing and forward to the other as provided in this section.

Section 18. Remedies

Exercise by either party of any one or more legal and or contractual remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or obligation of other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

Section 19. Assignability

Neither party shall assign, or attempt to assign its respective obligations under this Agreement without the prior written consent of the other party.

Section 20. Conflict of Interest

No official, or employee of either the City or the Developer shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, financially interested.

Section 21. Agency Representative not Individually Liable

Neither the City nor any of its officials, officers or employees shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

Section 22. Governing Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be construed in accordance with the laws of the State of New Jersey. Venue for any legal action shall lie in the Superior Court of New Jersey, Hudson County vicinage.

Section 23. Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without material prejudice to the City or the Developer.

Section 24. Binding Effect

This Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

Section 25. Titles of Articles and sections

Any titles of the several parts, Articles or sections of Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provision.

Section 26. Third Party Rights

Nothing contained within this Agreement is intended to nor shall it be construed to create any rights of any kind whatsoever in persons not parties to this Agreement.

Section 27. Entire Agreement

This Agreement revokes all prior and contemporaneous oral or written proposals, oral or written agreements, understandings, communications, representations, conditions, warranties, covenants and all other communications between the Parties relating to the subject matter of this Agreement. The subject matter of this Agreement may not be explained or supplemented by the circumstances of its negotiation, the course of dealing between the parties or usage of trade.

In Witness Whereof, the City of Jersey City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City-Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its President and attested by its Secretary, on or as of the day first above written.

ATTESTED

CITY OF JERSEY CITY

_____

ROBERT BYRNE
CITY CLERK OF JERSEY CITY

_____

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

WITNESS

GENESIS OCEAN ASSOCIATES, LLC

_____

_____

Karim Hutson,
Manager

ATTACHMENT "A"
2014 AHTF PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE

Section 1: **PROGRAM DESCRIPTION AND LOCATION**
(BE SPECIFIC)

Total Number of Housing Units: ____ Number of Non-Residential Units___
Total Number of Handicapped Accessible Units (Section 504 units): _____
Mobility Impaired:_____ Sensory Impaired:_____

Total Number of Very Low Income AHTF Assisted Units ____
Total Number of Low Income AHTF Assisted Units: ____
Total Number of Market Rate Units: ____
Units are Fixed _____ or Floating _____

Total Number of AHTF assisted Units by Bedroom Size:
One (1) Bedroom____ Two (2) Bedrooms_____ Three (3) Bedrooms _____

Project Address: 445 Ocean Avenue, Jersey City, New Jersey

Section 2: **PROJECT IMPLEMENTATION SCHEDULE**

MUST include at least the following:

PROJECT IMPLEMENTATION SCHEDULE: (please enter anticipated dates)

ACTIVITY	SCHEDULE (Month / Year)	
	Start Date	Completion Date
1) SITE PLAN APPROVAL		
2) ENGAGE ARCHITECT		
3) PRELIMINARY DESIGN		
4) BID DOCUMENTS PEPARED (Plans and Specifications)		
5) ADVERTISE FOR BIDS		
6) CONTRACT AWARD		
7) PRE-CONSTRUCTION MEETING		
8) BEGIN CONSTRUCTION		
9) COMPLETE CONSTRUCTION		

ATTACHMENT "A"
2014 AHTF PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE

Section 3: **PROJECT BUDGET**

MUST include at least the following:	Other Funds Source	Amount	AHTF Funds
Acquisition of Property	$_____	$_____	$_____
Relocation	$_____	$_____	$_____
*Clearance	$_____	$_____	$_____
Professional Services	$_____	$_____	$_____
(Architectural, engineering, legal, appraisal, audit)			
*Project Construction Costs	$_____	$_____	$_____
(Attach list of work items/materials and cost estimate for each)			
Financing	$_____	$_____	$_____
Carrying Costs	$_____	$_____	$_____
Contingencies	$_____	$_____	$_____
*Rehabilitation	$_____	$_____	$_____
(Attach list of work Items / materials and cost estimate for each)			
Budget Subtotal:	$ _____	$_____	$_____
Total Project Budget:	$ _____	$_____	$_____

SUBGRANTEE **DIVISION OF COMMUNITY DEVELOPMENT**

ATTACHMENT "A"

ADDITIONAL PROJECT INFORMATION

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

City Clerk File No. Res. 14.323

Agenda No. 10.Z.5

Approved: MAY 14 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH 28 LIBERTY MANOR DEVELOPMENT LLC FOR LIBERTY MANOR CONDOMINIUMS

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City of Jersey City (City) to enter into contracts with for profit or non-profit entities, organized under state and federal laws or a public entity for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that they are the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, 28 Liberty Manor Development LLC a for profit organization that will construct a 5 story building with 31 mixed income condominium units of which eight (8) one bedroom units will be affordable to households earning up to 80% Area Median Income (AMI) and twenty three (23) units will be market rate units. There will be ground floor commercial space with off street parking; and

WHEREAS, the Liberty Manor Condominium project is located in Ward E at 28 Bright Street on block 14106, Lot 39; and

WHEREAS, the total cost for the Liberty Manor Condominium project is $10,793,000. Financing consists of the following sources: Sales Proceeds ($8,975,000), Commercial Condo Parking ($600,000), HOME funds ($420,000) and Affordable Housing Trust Funds ($798,000); and

WHEREAS, the Affordable Housing Trust Fund Review Committee has approved this request for funding.

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

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.323

Agenda No. 10.Z.5

TITLE: MAY 14 2014

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACT WITH 28 LIBERTY MANOR DEVELOPMENT LLC FOR LIBERTY MANOR CONDOMINIUMS

---

1) The Mayor or Business Administrator is hereby authorized to enter into an Affordable Housing Trust Fund (AHTF) Contract, which is attached hereto, with 28 Liberty Manor Development Group, LLC for the creation of thirty one (31) mixed income condominium units.

2) This commitment of funds is conditioned on the recipient receiving funding commitments sufficient to develop this project and furnishing proof of same to the City within six (6) months. The six month deadline for proof of funds may be extended for good cause at the discretion of the Director of the Division of Community Development.

3) 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 under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of $798,000.00 are available in Account No. 17-293-56-000-025, P.O. No. 113559.

Donna L. Mauer
Chief Financial Officer

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution of the Municipal Council of The City of Jersey City Authorizing an Affordable Housing Trust Fund (AHTF) Contract with 28 Liberty Manor Development, LLC for Liberty Manor Condominiums

Project Manager

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Acting Director
Phone/email	201-547-4793	hairstonr@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To allow the City to enter into contract with 28 Liberty Manor Development, LLC to use Affordable Housing Trust Funds for the construction of Liberty Manor Condominiums.

Cost (Identify all sources and amounts)

Affordable Housing Trust Fund $798,000

Contract term (include all proposed renewals)

One (1) year

Type of award AHTF

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 5/5/14

Acct. #: 17-293-56-000-025
Resolution #: 14- Date: 00/00/2014

CONTRACT BETWEEN
CITY OF JERSEY CITY
AND
28 LIBERTY MANOR DEVELOPMENT, L.L.C.
FOR AWARD OF
FUNDS
FROM THE AFFORDABLE HOUSING TRUST FUND

PRELIMINARY STATEMENT AND DEFINITIONS

This Agreement (hereinafter referred to as the "Agreement"), made on the _____ day of _____ 2014 by and between the City of Jersey City, a Municipal corporation of the State of New Jersey, 280 Grove Street, Jersey City, N.J. 07302, (hereinafter referred to as "Jersey City" or "City") and **28 LIBERTY MANOR DEVELOPMENT, L.L.C.**, existing under the laws of the State of New Jersey, having its principal place of business at **46 Church Street, Montclair, New Jersey 07042**, (hereinafter referred to as "Developer"); and

WHEREAS, N.J.S.A. 40A:20-1 et seq. authorizes municipalities to grant long term tax exemptions from annual property taxes; and

WHEREAS, the City has long required developers and other recipients of long term tax exemptions to contribute funds for the rehabilitation or construction of affordable housing and public use facilities; and

WHEREAS, the City has established an Affordable Housing Trust Fund ("AHTF"), for the rehabilitation or construction of affordable housing or the preservation of existing low or moderate income affordable housing, and codified the guidelines and requirements, for receiving a long term tax exemption, at Section 304-32 of the City Code; and

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130, amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code, that established an Affordable Housing Trust Fund (AHTF) generated from fees from recipients of long term tax exemptions and adopted a spending plan for the AHTF; and

WHEREAS, on November 21, 2006 the Municipal Council adopted Ordinance 06-144 amending the AHTF spending plan (Ordinance 05-130) to allow AHTF recipients to utilize AHTF funds for property acquisition in limited instances, and to clarify fund dedications; and

WHEREAS, said spending plan authorizes the City to enter into contracts with public entities, for profit entities, or non-profit entities organized under State and federal law for the purpose of constructing, rehabilitating and preserving affordable housing; and

WHEREAS, the Division of Community Development, (hereafter referred to as the "DCD") is the City Division responsible for administering the Affordable Housing Trust Funds; and

WHEREAS, **28 LIBERTY MANOR DEVELOPMENT, L.L.C.** is the developer of **a 5-story building with elevator, office and parking with commercial ground floor and thirty-one (31) mixed income condominiums** at **28 Bright Street, Jersey City, New Jersey [Block 14106 / Lot 39]**; and

WHEREAS, the Department of Housing, Economic Development and Commerce (HEDC) believes this project will enable the City to develop affordable housing for low and moderate income persons in compliance with the intent of the Affordable Housing Trust Fund spending plan.

WITNESSETH

Now, therefore, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, the undersigned agree:

The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms:

AFFORDABLE HOUSING TRUST FUND: The Affordable Housing Trust Fund (AHTF) is a trust fund of the City dedicated to the rehabilitation or construction or preservation of existing low or moderate income affordable housing or the construction of new low or moderate income affordable housing, as those terms are defined in the Fair Housing Act, N.J.S.A. 52:27-301 et seq., and any regulations promulgated thereunder.

AIA: The American Institute of Architects (AIA), which prepares and publishes (with the consensus of owners, contractors, attorneys, architects, engineers, and others) various "AIA Contract Documents," which are widely-accepted, comprehensive contracts and forms that define relationships and terms involved in design and construction projects.

AIA DOCUMENT G702: An industry standard document which is designed and published by the AIA, for the purpose of establishing uniformity in the practice of applying for and certifying construction payments.

AIA DOCUMENT G703: The continuation sheet for an AIA G703 document.

CERTIFICATE OF OCCUPANCY: A document issued by the City which certifies a unit has been inspected and is habitable, that it satisfies the Building Code and related codes thereto and is in conformance with the site plan for the project.

COUNCIL ON AFFORDABLE HOUSING (COAH): The Council on Affordable Housing (COAH) as created by the State of New Jersey Affordable Housing Act of 1985 and which governs developer contribution agreements for affordable housing.

DEVELOPER: The entity which develops a project which provides housing units within Jersey City that fulfills the conditions of this contract.

DIVISION OF COMMUNITY DEVELOPMENT (DCD): A division of the City Department of Housing and Economic Development and Commerce (HEDC), charged with overseeing affordable housing developments within the City.

ELIGIBLE COST: Cost deemed by the City to be eligible development expenditures by a Developer for which AHTF funds can be awarded.

FORECLOSURE: The termination through legal process of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a unit covered by a recorded mortgage.

GROSS ANNUAL INCOME: The total amount of all sources of a household's income including but not limited to salary, wages, interest, dividends, alimony, pensions, social security, business and capital gains, tips on income reported to the Internal Revenue Service (IRS).

HOUSEHOLD: The person or persons occupying a housing unit.

HUD: The U.S. Department of Housing and Urban Development.

HOUSING PROJECT: A housing development to be financed in part by use of AHTF funds.

LOW INCOME HOUSING: Housing which is affordable to households whose annual income does not exceed 50 percent of the median income for the area, as defined by HUD or COAH, as applicable.

MODERATE INCOME HOUSING: Housing which is affordable to households whose annual income is more than 50 percent, but less than 80 percent of the median gross household income for households of the same size for the area as defined by HUD or COAH, as applicable.

MEDIAN INCOME INDEX: The percentage by which the median income figures, established by either COAH or the U.S. Department of Housing and Urban Development, changes each year for every area in the state.

OWNER: The title holder of record as same is reflected in the most recently dated and recorded deed for the affordable housing project.

PROJECT: An undertaking to create affordable housing units within Jersey City, or more particularly, **the creation of a 5-story building with elevator, office and parking with commercial ground floor and thirty-one (31) mixed income condominiums of which eight (8) one-bedroom units will be moderate income and twenty-three (23) two-bedroom market rate units.**

UNIT: A residential dwelling built according to construction plans reviewed and approved by the City.

Section 1. Project Description

28 Liberty Manor Development, L.L.C. will utilize **$798,000** in Affordable Housing Trust Funds to create **a 5-story building with elevator, office and parking with commercial ground floor and thirty-one (31) mixed income condominium units which will consist of eight (8) one-bedroom moderate income units and twenty-three (23) market rate units** as described in Attachment "A".

ADDRESS	BLOCK(S) / LOT(S)
LIBERTY MANOR 28 Bright Street	Block 14106 / Lot 39

Section 2. Eligible Population

This project shall be occupied by households who meet COAH's criteria for occupancy as low and/or moderate income households.

Section 3. Periodic Inspection

The Developer agrees to accept periodic inspection of its development project by HEDC, or its designee.

Section 4. **Time of Performance**

Implementation of the project shall commence upon full execution of this Agreement and shall proceed in accordance with the schedule set forth in Attachment "A". The City and the Developer may revise the implementation schedule by mutual consent. This contract will remain in effect for the entire term of the affordability period which is set forth in Section 12 of this agreement.

Section 5. **Consideration and Terms**

Pursuant to the terms and provisions of this contract, for expenses as detailed in Attachment "A," the City agrees to provide funding in the amount of **$798,000**. In consideration of the receipt of Affordable Housing Trust Funds (hereinafter referred to as "funds") to be given to the Developer, the Developer agrees to be bound by the agreements contained herein, the Affordable Housing Development Agreement, Mortgage, and Mortgage Note, if applicable.

Section 6. **Amount of Funds**

The amount of funds provided by the City to the Developer toward the construction at **28 Bright Street, Jersey City, New Jersey** shall be **$798,000**. This amount shall be given upon proof of construction progress. Funds may not be requested until they are needed for payment of eligible costs. All requests for funds must be supported with the back-up documentation, determined appropriate by the Division of Community Development (DCD).

Section 7. **Payment**

Payment of AHTF funds by the City to the Developer can only be made upon receipt of appropriate documentation including, but not limited to, the following:

1. Voucher in a format supplied by DCD together with an Application and certificate for payment, AIA Document G702 and continuation sheet, AIA Document G703.
2. Detailed bills for all marketing, legal, or related soft costs associated with this project.
3. Certification from licensed architect that costs incurred to date as shown on the accompanying progress payment voucher are valid and that work performed has been completed in accordance with the project construction plans and specifications and all applicable building and construction codes.

Section 8. **Repayment**

Funds shall be provided in the form of a loan which shall be secured by a mortgage on the property and a promissory note. The mortgage and promissory note shall be executed by the Developer and returned to the City. Interest on the loan shall accrue at 0% APR. The loan shall be repaid according to the provisions of the mortgage, note, or other related closing documents. In addition, the loan shall be repaid in full upon default of this contract or the Affordable Housing Development Agreement.

Section 9. **Completion of Project**

Upon completion, the Developer shall provide DCD with all items as identified by the Division of Community Development in the closeout checklist.

Section 10. **Liability**

The City shall incur no liability to the Developer pursuant to this Agreement in the event AHTF funds are not available or granted for the Project.

Section 11. **Restriction on Occupancy**

A. The Developer agrees to insert restrictive language in all deeds of conveyance and condominium by-laws to require ownership by low or moderate income persons for the time periods required by law and this Agreement.

B. The Developer agrees to insert restrictive language in all lease agreements to require occupancy by low or moderate income persons for the time periods required by law and this Agreement.

Section 12. Affordability Controls

A. All housing to be assisted financially, administratively or otherwise, by Jersey City will be required to remain affordable to, and occupied by low and moderate income households for a minimum of twenty (20) years.

C. All resale and rent Affordability restrictions shall be incorporated into the deed of the Developer and all subsequent deeds during the appropriate term of the Affordability Controls.

Section 13. Compliance

The Developer and City agree to comply with all appropriate statutes and regulations applicable to this Agreement.

Section 14. Approval

This Agreement is subject to the approval of the City's Municipal Council.

Section 15. Execution as Required

The parties hereto agree that each shall execute any and all documents which are required in order to implement the terms and conditions of this Agreement.

Section 16. Designation of Representative

The Developer and City agree that each shall designate a single representative who shall serve as a liaison to carry out the terms and conditions of this Agreement. In the event that the designated liaison person no longer serves as liaison for any reason whatsoever, each party agrees to name a replacement until such time as the parties agree between themselves that the Agreement is fully implemented and both parties have fully complied with their respective obligations herein.

Section 17. Notice of Demands

A notice, demand or other communication under this Agreement by either party to the other shall be considered sufficiently given or delivered if it is dispatched by regular U.S. Mail, postage prepaid, or delivered personally,

(a) in the case of the Developer:

28 LIBERTY MANOR DEVELOPMENT, L.L.C.
46 Church Street
Montclair, NJ 07042
Attn: Robert Richardi, Managing Member

(b) in the case of the City:

Jersey City Division of Community Development
30 Montgomery Street, Suite 404
Jersey City, NJ 07302
Attn: Rodney Hairston, Acting Director

or at such address which either party may, from time to time, designate in writing and forward to the other as provided in this section.

Section 18. Remedies

Exercise by either party of any one or more legal and or contractual remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or obligation of other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

Section 19. Assignability

Neither party shall assign, or attempt to assign its respective obligations under this Agreement without the prior written consent of the other party.

Section 20. Conflict of Interest

No official, or employee of either the City or the Developer shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, financially interested.

Section 21. Agency Representative not Individually Liable

Neither the City nor any of its officials, officers or employees shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

Section 22. Governing Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be construed in accordance with the laws of the State of New Jersey. Venue for any legal action shall lie in the Superior Court of New Jersey, Hudson County vicinage.

Section 23. Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without material prejudice to the City or the Developer.

Section 24. Binding Effect

This Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

Section 25. Titles of Articles and sections

Any titles of the several parts, Articles or sections of Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provision.

Section 26. Third Party Rights

Nothing contained within this Agreement is intended to nor shall it be construed to create any rights of any kind whatsoever in persons not parties to this Agreement.

Section 27. **Entire Agreement**

This Agreement revokes all prior and contemporaneous oral or written proposals, oral or written agreements, understandings, communications, representations, conditions, warranties, covenants and all other communications between the Parties relating to the subject matter of this Agreement. The subject matter of this Agreement may not be explained or supplemented by the circumstances of its negotiation, the course of dealing between the parties or usage of trade.

In Witness Whereof, the City of Jersey City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City-Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its President and attested by its Secretary, on or as of the day first above written.

ATTESTED

CITY OF JERSEY CITY

_____

ROBERT BYRNE
CITY CLERK OF JERSEY CITY

_____

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

WITNESS

28 LIBERTY MANOR DEVELOPMENT, L.L.C.

_____

_____

ROBERT RICHARDI
MANAGING MEMBER

ATTACHMENT "A"
2014 AHTF PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE

Section 1: **PROGRAM DESCRIPTION AND LOCATION**
(BE SPECIFIC)

Total Number of Housing Units: ____ Number of Non-Residential Units___
Total Number of Handicapped Accessible Units (Section 504 units): _____
Mobility Impaired:_____ Sensory Impaired:_____

Total Number of Very Low Income AHTF Assisted Units ____
Total Number of Low Income AHTF Assisted Units: ____
Total Number of Market Rate Units: ____
Units are Fixed _____ or Floating _____

Total Number of AHTF assisted Units by Bedroom Size:
One (1) Bedroom____ Two (2) Bedrooms_____ Three (3) Bedrooms _____

Project Address: 28 Bright Street, Jersey City, New Jersey

Section 2: **PROJECT IMPLEMENTATION SCHEDULE**

MUST include at least the following:

PROJECT IMPLEMENTATION SCHEDULE: (please enter anticipated dates)

ACTIVITY	SCHEDULE (Month / Year)	
	Start Date	Completion Date
1) SITE PLAN APPROVAL		
2) ENGAGE ARCHITECT		
3) PRELIMINARY DESIGN		
4) BID DOCUMENTS PEPARED (Plans and Specifications)		
5) ADVERTISE FOR BIDS		
6) CONTRACT AWARD		
7) PRE-CONSTRUCTION MEETING		
8) BEGIN CONSTRUCTION		
9) COMPLETE CONSTRUCTION		

ATTACHMENT "A"
2014 AHTF PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE

Section 3: **PROJECT BUDGET**

MUST include at least the following:	Other Funds Source	Amount	AHTF Funds
Acquisition of Property	$_____	$_____	$_____
Relocation	$_____	$_____	$_____
*Clearance	$_____	$_____	$_____
Professional Services	$_____	$_____	$_____
(Architectural, engineering, legal, appraisal, audit)			
*Project Construction Costs	$_____	$_____	$_____
(Attach list of work items/materials and cost estimate for each)			
Financing	$_____	$_____	$_____
Carrying Costs	$_____	$_____	$_____
Contingencies	$_____	$_____	$_____
*Rehabilitation	$_____	$_____	$_____
(Attach list of work Items / materials and cost estimate for each)			
Budget Subtotal:	**$ _____**	**$_____**	**$_____**
Total Project Budget:	**$ _____**	**$_____**	**$_____**

_____ _____

SUBGRANTEE **DIVISION OF COMMUNITY DEVELOPMENT**

ATTACHMENT "A"

ADDITIONAL PROJECT INFORMATION

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

City Clerk File No. Res. 14.324

Agenda No. 10.Z.6

Approved: MAY 14 2014

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACTS WITH COMMUNITY ASSET PRESERVATION ALLIANCE #2 OF JERSEY CITY URBAN RENEWAL LLC. FOR ALL SAINTS CONDOMINIUMS AND JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR 405-407 OCEAN AVENUE.

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City of Jersey City (City) to enter into contracts with for profit or non-profit entities, organized under state and federal laws or a public entity for the purpose of constructing affordable housing; and

WHEREAS, eligible applicants must provide proof that they are the recipient of funds from another public or private source that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, Community Asset Preservation Alliance #2 (CAPA # 2) of Jersey City Urban Renewal LLC is a not for profit organization that will rehabilitate the former All Saints School located at 305 Whiton Street for the purpose of creating twenty five (25) condominium units of which four (4) units will be affordable to households earning up to 80% of Area Median Income (AMI) and 21 units will be emerging market units; and

WHEREAS, The Jersey City Redevelopment Agency (JCRA) will rehabilitate three (3) of the vacant 3 bedroom units located at 405-407 Ocean Avenue. This four unit affordable housing project is for households earning up to 50% AMI; and

WHEREAS, the All Saints Condominium project is an adaptive reuse project which is located in the Morris Canal Redevelopment Area on block 20005, lot 3 and Jersey City Redevelopment Agency's 405-407 Ocean Avenue project is located on block 25802, lot 26; and

WHEREAS, the total cost for the All Saints Condominium project is $5,565,150. Financing consists of the following sources: Sales Proceeds ($4,426,000), CHOICE subsidy ($1,050,000) and Affordable Housing Trust Funds ($225,000); and the cost for JCRA to rehabilitate three (3) units at 405-407 Ocean Avenue is $186,500; and

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AN AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACTS WITH COMMUNITY ASSET PRESERVATION ALLIANCE #2 OF JERSEY CITY URBAN RENEWAL LLC. FOR ALL SAINTS CONDOMINIUMS AND JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR 405-407 OCEAN AVENUE.

WHEREAS, Community Asset Preservation Alliance #2 of Jersey City Urban Renewal LLC experienced unforeseen problems with interior and exterior walls at 305 Whiton Street which added additional cost to this project that is currently underway. CAPA # 2 did not have the funds to cover this cost; and

WHEREAS, Jersey City Redevelopment Agency (JCRA) will renovate units at 405-407 Ocean Avenue for the City to be in compliance with federal HOME requirements; and

WHEREAS, the Affordable Housing Trust Fund Review Committee has approved these requests for funding.

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 enter into Affordable Housing Trust Fund (AHTF) Contracts, which are attached hereto, with Community Asset Preservation Alliance #2 of Jersey City Urban Renewal LLC for the adaptive re-use of All Saints School to create twenty-five (25) Condominium units and Jersey City Redevelopment Agency for the rehabilitation of three (3) vacant units at 405-407 Ocean Avenue.

2) 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 under the Affordable Housing Trust Fund (AHTF). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

City Clerk File No. Res. 14.324

Agenda No. 10.Z.6

TITLE: MAY 14 2014

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACTS WITH COMMUNITY ASSET PRESERVATION ALLIANCE #2 OF JERSEY CITY URBAN RENEWAL LLC. FOR ALL SAINTS CONDOMINIUMS AND JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR 405-407 OCEAN AVENUE.

VENDOR	PROJECT	AMOUNT	ACCOUNT #	P.O.#
Community Asset Preservation Alliance #2 of Jersey City Urban Renewal LLC.	305 Whiton Street	$225,000	17-293-56-000-025	113335
Jersey City Redevelopment Agency	405-407 Ocean Avenue	$186,500	17-293-56-000-025	113334

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of $411,500 are available in Account No. 17-293-56-000-025.

Donna L. Mauer
Chief Financial Officer

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING AFFORDABLE HOUSING TRUST FUND (AHTF) CONTRACTS WITH COMMUNITY ASSET PRESERVATION ALLIANCE #2 OF JERSEY CITY URBAN RENEWAL LLC. FOR ALL SAINTS CONDOMINIUMS AND JERSEY CITY REDEVELOPMENT AGENCY (JCRA) FOR 405-407 OCEAN AVENUE.

Project Manager

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Acting Director
Phone/email	201-547-4793	hairstonr@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To allow the City to enter into Contracts with Community Asset Preservation Alliance #2 of Jersey City Urban Renewal LLC and JCRA to use Affordable Housing Trust Funds for the construction and/or preservation of affordable housing units.

Cost (Identify all sources and amounts)

Affordable Housing Trust Fund: $411,500

Contract term (include all proposed renewals)

One (1) year

Type of award AHTF

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

RL 5/5/14

Signature of Department Director **Date**

Acct. #: 17-293-56-000-025
Resolution #: 14- Date: 00/00/2014

CONTRACT BETWEEN
CITY OF JERSEY CITY
AND
COMMUNITY ASSET PRESERVATION ALLIANCE # 2 OF JERSEY CITY URBAN RENEWAL LLC
FOR AWARD OF
FUNDS
FROM THE AFFORDABLE HOUSING TRUST FUND

PRELIMINARY STATEMENT AND DEFINITIONS

This Agreement (hereinafter referred to as the "Agreement"), made on the _____ day of _____ 2014 by and between the City of Jersey City, a Municipal corporation of the State of New Jersey, 280 Grove Street, Jersey City, N.J. 07302, (hereinafter referred to as "Jersey City" or "City") and **COMMUNITY ASSET PRESERVATION ALLIANCE # 2 OF JERSEY CITY URBAN RENEWAL LLC**, existing under the laws of the State of New Jersey, having its principal place of business at **108 Church Street, 3rd Floor, New Brunswick, New Jersey 08901**, (hereinafter referred to as "Developer"); and

WHEREAS, N.J.S.A. 40A:20-1 et seq. authorizes municipalities to grant long term tax exemptions from annual property taxes; and

WHEREAS, the City has long required developers and other recipients of long term tax exemptions to contribute funds for the rehabilitation or construction of affordable housing and public use facilities; and

WHEREAS, the City has established an Affordable Housing Trust Fund ("AHTF"), for the rehabilitation or construction of affordable housing or the preservation of existing low or moderate income affordable housing, and codified the guidelines and requirements, for receiving a long term tax exemption, at Section 304-32 of the City Code; and

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130, amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code, that established an Affordable Housing Trust Fund (AHTF) generated from fees from recipients of long term tax exemptions and adopted a spending plan for the AHTF; and

WHEREAS, on November 21, 2006 the Municipal Council adopted Ordinance 06-144 amending the AHTF spending plan (Ordinance 05-130) to allow AHTF recipients to utilize AHTF funds for property acquisition in limited instances, and to clarify fund dedications; and

WHEREAS, said spending plan authorizes the City to enter into contracts with public entities, for profit entities, or non-profit entities organized under State and federal law for the purpose of constructing, rehabilitating and preserving affordable housing; and

WHEREAS, the Division of Community Development, (hereafter referred to as the "DCD") is the City Division responsible for administering the Affordable Housing Trust Funds; and

WHEREAS, **Community Asset Preservation Alliance # 2 of Jersey City Urban Renewal LLC** is the developer of **twenty-five (25) condominium units** at **305 Whiton Street,**

Jersey City, New Jersey [Block 20005 / Lot 3]; and

WHEREAS, the Department of Housing, Economic Development and Commerce (HEDC) believes this project will enable the City to develop affordable housing for low and moderate income persons in compliance with the intent of the Affordable Housing Trust Fund spending plan.

WITNESSETH

Now, therefore, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, the undersigned agree:

The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms:

AFFORDABLE HOUSING TRUST FUND: The Affordable Housing Trust Fund (AHTF) is a trust fund of the City dedicated to the rehabilitation or construction or preservation of existing low or moderate income affordable housing or the construction of new low or moderate income affordable housing, as those terms are defined in the Fair Housing Act, N.J.S.A. 52:27-301 et seq., and any regulations promulgated thereunder.

AIA: The American Institute of Architects (AIA), which prepares and publishes (with the consensus of owners, contractors, attorneys, architects, engineers, and others) various "AIA Contract Documents," which are widely-accepted, comprehensive contracts and forms that define relationships and terms involved in design and construction projects.

AIA DOCUMENT G702: An industry standard document which is designed and published by the AIA, for the purpose of establishing uniformity in the practice of applying for and certifying construction payments.

AIA DOCUMENT G703: The continuation sheet for an AIA G703 document.

CERTIFICATE OF OCCUPANCY: A document issued by the City which certifies a unit has been inspected and is habitable, that it satisfies the Building Code and related codes thereto and is in conformance with the site plan for the project.

COUNCIL ON AFFORDABLE HOUSING (COAH): The Council on Affordable Housing (COAH) as created by the State of New Jersey Affordable Housing Act of 1985 and which governs developer contribution agreements for affordable housing.

DEVELOPER: The entity which develops a project which provides housing units within Jersey City that fulfills the conditions of this contract.

DIVISION OF COMMUNITY DEVELOPMENT (DCD): A division of the City Department of Housing and Economic Development and Commerce (HEDC), charged with overseeing affordable housing developments within the City.

ELIGIBLE COST: Cost deemed by the City to be eligible development expenditures by a Developer for which AHTF funds can be awarded.

FORECLOSURE: The termination through legal process of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a unit covered by a recorded mortgage.

GROSS ANNUAL INCOME: The total amount of all sources of a household's income including but not limited to salary, wages, interest, dividends, alimony, pensions, social security, business and capital gains, tips on income reported to the Internal Revenue Service (IRS).

HOUSEHOLD: The person or persons occupying a housing unit.

HUD: The U.S. Department of Housing and Urban Development.

HOUSING PROJECT: A housing development to be financed in part by use of AHTF funds.

LOW INCOME HOUSING: Housing which is affordable to households whose annual income does not exceed 50 percent of the median income for the area, as defined by HUD or COAH, as applicable.

MODERATE INCOME HOUSING: Housing which is affordable to households whose annual income is more than 50 percent, but less than 80 percent of the median gross household income for households of the same size for the area as defined by HUD or COAH, as applicable.

MEDIAN INCOME INDEX: The percentage by which the median income figures, established by either COAH or the U.S. Department of Housing and Urban Development, changes each year for every area in the state.

OWNER: The title holder of record as same is reflected in the most recently dated and recorded deed for the affordable housing project.

PROJECT: An undertaking to create affordable housing units within Jersey City, or more particularly, **the creation of twenty five (25) condominium units** of which four (4) are affordable housing.

UNIT: A residential dwelling built according to construction plans reviewed and approved by the City.

Section 1. Project Description

Community Asset Preservation Alliance # 2 of Jersey City will utilize **$225,000** in Affordable Housing Trust Funds to create **twenty-five (25) condominium units of which four (4) will be affordable and twenty-one (21) will be emerging market units** as described in Attachment "A".

ADDRESS	BLOCK(S) / LOT(S)
ALL SAINTS CONDOMINIUMS 305 Whiton Street	Block 20005 / Lot 3

Section 2. Eligible Population

This project shall be occupied by households who meet COAH's criteria for occupancy as low and/or moderate income households.

Section 3. Periodic Inspection

The Developer agrees to accept periodic inspection of its development project by HEDC, or its designee.

Section 4. Time of Performance

Implementation of the project shall commence upon full execution of this Agreement and shall proceed in accordance with the schedule set forth in Attachment "A". The City and the Developer may revise the implementation schedule by mutual consent. This contract will remain in effect for the entire term of the affordability period which is set forth in Section 12 of this agreement.

Section 5. **Consideration and Terms**

Pursuant to the terms and provisions of this contract, for expenses as detailed in Attachment "A," the City agrees to provide funding in the amount of **$225,000**. In consideration of the receipt of Affordable Housing Trust Funds (hereinafter referred to as "funds") to be given to the Developer, the Developer agrees to be bound by the agreements contained herein, the Affordable Housing Development Agreement, Mortgage, and Mortgage Note, if applicable.

Section 6. **Amount of Funds**

The amount of funds provided by the City to the Developer toward the construction at **305 Whiton Street, Jersey City, New Jersey** shall be **$225,000**. This amount shall be given upon proof of construction progress. Funds may not be requested until they are needed for payment of eligible costs. All requests for funds must be supported with the back-up documentation, determined appropriate by the Division of Community Development (DCD).

Section 7. **Payment**

Payment of AHTF funds by the City to the Developer can only be made upon receipt of appropriate documentation including, but not limited to, the following:

1. Voucher in a format supplied by DCD together with an Application and certificate for payment, AIA Document G702 and continuation sheet, AIA Document G703.
2. Detailed bills for all marketing, legal, or related soft costs associated with this project.
3. Certification from licensed architect that costs incurred to date as shown on the accompanying progress payment voucher are valid and that work performed has been completed in accordance with the project construction plans and specifications and all applicable building and construction codes.

Section 8. **Repayment**

Funds shall be provided in the form of a loan which shall be secured by a mortgage on the property and a promissory note. The mortgage and promissory note shall be executed by the Developer and returned to the City. Interest on the loan shall accrue at 0% APR. The loan shall be repaid according to the provisions of the mortgage, note, or other related closing documents. In addition, the loan shall be repaid in full upon default of this contract or the Affordable Housing Development Agreement.

Section 9. **Completion of Project**

Upon completion, the Developer shall provide DCD with all items as identified by the Division of Community Development in the closeout checklist.

Section 10. **Liability**

The City shall incur no liability to the Developer pursuant to this Agreement in the event AHTF funds are not available or granted for the Project.

Section 11. **Restriction on Occupancy**

A. The Developer agrees to insert restrictive language in all deeds of conveyance and condominium by-laws to require ownership by low or moderate income persons for the time periods required by law and this Agreement.

B. The Developer agrees to insert restrictive language in all lease agreements to require occupancy by low or moderate income persons for the time periods required by law and this Agreement.

Section 12. Affordability Controls

A. All housing to be assisted financially, administratively or otherwise, by Jersey City will be required to remain affordable to, and occupied by low and moderate income households for a minimum of twenty (20) years.

C. All resale and rent Affordability restrictions shall be incorporated into the deed of the Developer and all subsequent deeds during the appropriate term of the Affordability Controls.

Section 13. Compliance

The Developer and City agree to comply with all appropriate statutes and regulations applicable to this Agreement.

Section 14. Approval

This Agreement is subject to the approval of the City's Municipal Council.

Section 15. Execution as Required

The parties hereto agree that each shall execute any and all documents which are required in order to implement the terms and conditions of this Agreement.

Section 16. Designation of Representative

The Developer and City agree that each shall designate a single representative who shall serve as a liaison to carry out the terms and conditions of this Agreement. In the event that the designated liaison person no longer serves as liaison for any reason whatsoever, each party agrees to name a replacement until such time as the parties agree between themselves that the Agreement is fully implemented and both parties have fully complied with their respective obligations herein.

Section 17. Notice of Demands

A notice, demand or other communication under this Agreement by either party to the other shall be considered sufficiently given or delivered if it is dispatched by regular U.S. Mail, postage prepaid, or delivered personally,

(a) in the case of the Developer:

COMMUNITY ASSET PRESERVATION ALLIANCE
2 of JESEY CITY URBAN RENEWAL LLC
108 Church Street, 3rd Floor
New Brunswick, NJ 08901
Attn: Jeffrey Crum, Director

(b) in the case of the City:

Jersey City Division of Community Development
30 Montgomery Street, Suite 404
Jersey City, NJ 07302
Attn: Rodney Hairston, Acting Director

or at such address which either party may, from time to time, designate in writing and forward to the other as provided in this section.

Section 18. Remedies

Exercise by either party of any one or more legal and or contractual remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or obligation of other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

Section 19. Assignability

Neither party shall assign, or attempt to assign its respective obligations under this Agreement without the prior written consent of the other party.

Section 20. Conflict of Interest

No official, or employee of either the City or the Developer shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, financially interested.

Section 21. Agency Representative not Individually Liable

Neither the City nor any of its officials, officers or employees shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

Section 22. Governing Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be construed in accordance with the laws of the State of New Jersey. Venue for any legal action shall lie in the Superior Court of New Jersey, Hudson County vicinage.

Section 23. Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without material prejudice to the City or the Developer.

Section 24. Binding Effect

This Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

Section 25. Titles of Articles and sections

Any titles of the several parts, Articles or sections of Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provision.

Section 26. Third Party Rights

Nothing contained within this Agreement is intended to nor shall it be construed to create any rights of any kind whatsoever in persons not parties to this Agreement.

Section 27. Entire Agreement

This Agreement revokes all prior and contemporaneous oral or written proposals, oral or written agreements, understandings, communications, representations, conditions, warranties, covenants and all other communications between the Parties relating to the subject matter of this Agreement. The subject matter of this Agreement may not be explained or supplemented by the circumstances of its negotiation, the course of dealing between the parties or usage of trade.

In Witness Whereof, the City of Jersey City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City-Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its President and attested by its Secretary, on or as of the day first above written.

ATTESTED

CITY OF JERSEY CITY

_____

ROBERT BYRNE
CITY CLERK OF JERSEY CITY

_____

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

WITNESS

COMMUNITY ASSET PRESERVATION ALLIANCE # 2 OF JERSEY CITY URBAN RENEWAL, LLC

_____

_____

JEFFREY CRUM
DIRECTOR

ATTACHMENT "A"
2014 AHTF PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE

Section 1: **PROGRAM DESCRIPTION AND LOCATION (BE SPECIFIC)**

Total Number of Housing Units: ____ Number of Non-Residential Units___

Total Number of Handicapped Accessible Units (Section 504 units): _____

Mobility Impaired:_____ Sensory Impaired:_____

Total Number of Very Low Income AHTF Assisted Units ____

Total Number of Low Income AHTF Assisted Units: ____

Total Number of Market Rate Units: ____

Units are Fixed _____ or Floating _____

Total Number of AHTF assisted Units by Bedroom Size:

One (1) Bedroom____ Two (2) Bedrooms_____ Three (3) Bedrooms _____

Project Address: 305 Whiton Street, Jersey City, New Jersey

Section 2: **PROJECT IMPLEMENTATION SCHEDULE**

MUST include at least the following:

PROJECT IMPLEMENTATION SCHEDULE: (please enter anticipated dates)

ACTIVITY	SCHEDULE (Month / Year)	
	Start Date	Completion Date
1) SITE PLAN APPROVAL		
2) ENGAGE ARCHITECT		
3) PRELIMINARY DESIGN		
4) BID DOCUMENTS PEPARED (Plans and Specifications)		
5) ADVERTISE FOR BIDS		
6) CONTRACT AWARD		
7) PRE-CONSTRUCTION MEETING		
8) BEGIN CONSTRUCTION		
9) COMPLETE CONSTRUCTION		

ATTACHMENT "A"
2014 AHTF PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE

Section 3: **PROJECT BUDGET**

MUST include at least the following:	Other Funds Source	Amount	AHTF Funds
Acquisition of Property	$_____	$_____	$_____
Relocation	$_____	$_____	$_____
*Clearance	$_____	$_____	$_____
Professional Services (Architectural, engineering, legal, appraisal, audit)	$_____	$_____	$_____
*Project Construction Costs (Attach list of work items/materials and cost estimate for each)	$_____	$_____	$_____
Financing	$_____	$_____	$_____
Carrying Costs	$_____	$_____	$_____
Contingencies	$_____	$_____	$_____
*Rehabilitation (Attach list of work Items / materials and cost estimate for each)	$_____	$_____	$_____
Budget Subtotal:	$ _____	$_____	$_____
Total Project Budget:	$ _____	$_____	$_____

SUBGRANTEE **DIVISION OF COMMUNITY DEVELOPMENT**

ATTACHMENT "A"

ADDITIONAL PROJECT INFORMATION

Acct. #: 17-293-56-000-025
Resolution #: 14- Date: 00/00/2014

CONTRACT BETWEEN
CITY OF JERSEY CITY
AND
JERSEY CITY REDEVELOPMENT AGENCY (JCRA)
FOR AWARD OF
FUNDS
FROM THE AFFORDABLE HOUSING TRUST FUND

PRELIMINARY STATEMENT AND DEFINITIONS

This Agreement (hereinafter referred to as the "Agreement"), made on the _____ day of _____ 2014 by and between the City of Jersey City, a Municipal corporation of the State of New Jersey, 280 Grove Street, Jersey City, N.J. 07302, (hereinafter referred to as "Jersey City" or "City") and **JERSEY CITY REDEVELOPMENT AGENCY (JCRA)**, existing under the laws of the State of New Jersey, having its principal place of business at **66 York Street, 2nd Floor, Jersey City, New Jersey 07302**, (hereinafter referred to as "Developer"); and

WHEREAS, N.J.S.A. 40A:20-1 et seq. authorizes municipalities to grant long term tax exemptions from annual property taxes; and

WHEREAS, the City has long required developers and other recipients of long term tax exemptions to contribute funds for the rehabilitation or construction of affordable housing and public use facilities; and

WHEREAS, the City has established an Affordable Housing Trust Fund ("AHTF"), for the rehabilitation or construction of affordable housing or the preservation of existing low or moderate income affordable housing, and codified the guidelines and requirements, for receiving a long term tax exemption, at Section 304-32 of the City Code; and

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130, amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code, that established an Affordable Housing Trust Fund (AHTF) generated from fees from recipients of long term tax exemptions and adopted a spending plan for the AHTF; and

WHEREAS, on November 21, 2006 the Municipal Council adopted Ordinance 06-144 amending the AHTF spending plan (Ordinance 05-130) to allow AHTF recipients to utilize AHTF funds for property acquisition in limited instances, and to clarify fund dedications; and

WHEREAS, said spending plan authorizes the City to enter into contracts with public entities, for profit entities, or non-profit entities organized under State and federal law for the purpose of constructing, rehabilitating and preserving affordable housing; and

WHEREAS, the Division of Community Development, (hereafter referred to as the "DCD") is the City Division responsible for administering the Affordable Housing Trust Funds; and

WHEREAS, **Jersey City Redevelopment Agency (JCRA)** is the developer of **four (4) units of affordable housing** at **405-407 Ocean Avenue, Jersey City, New Jersey [Block 25802 / Lot 26]**; and

WHEREAS, the Department of Housing, Economic Development and Commerce (HEDC) believes this project will enable the City to develop affordable housing for low and moderate income persons in compliance with the intent of the Affordable Housing Trust Fund spending plan.

WITNESSETH

Now, therefore, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, the undersigned agree:

The parties hereto agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings specified below, such definitions to be applicable equally to the singular and plural forms of such terms:

AFFORDABLE HOUSING TRUST FUND: The Affordable Housing Trust Fund (AHTF) is a trust fund of the City dedicated to the rehabilitation or construction or preservation of existing low or moderate income affordable housing or the construction of new low or moderate income affordable housing, as those terms are defined in the Fair Housing Act, N.J.S.A. 52:27-301 et seq., and any regulations promulgated thereunder.

AIA: The American Institute of Architects (AIA), which prepares and publishes (with the consensus of owners, contractors, attorneys, architects, engineers, and others) various "AIA Contract Documents," which are widely-accepted, comprehensive contracts and forms that define relationships and terms involved in design and construction projects.

AIA DOCUMENT G702: An industry standard document which is designed and published by the AIA, for the purpose of establishing uniformity in the practice of applying for and certifying construction payments.

AIA DOCUMENT G703: The continuation sheet for an AIA G703 document.

CERTIFICATE OF OCCUPANCY: A document issued by the City which certifies a unit has been inspected and is habitable, that it satisfies the Building Code and related codes thereto and is in conformance with the site plan for the project.

COUNCIL ON AFFORDABLE HOUSING (COAH): The Council on Affordable Housing (COAH) as created by the State of New Jersey Affordable Housing Act of 1985 and which governs developer contribution agreements for affordable housing.

DEVELOPER: The entity which develops a project which provides housing units within Jersey City that fulfills the conditions of this contract.

DIVISION OF COMMUNITY DEVELOPMENT (DCD): A division of the City Department of Housing and Economic Development and Commerce (HEDC), charged with overseeing affordable housing developments within the City.

ELIGIBLE COST: Cost deemed by the City to be eligible development expenditures by a Developer for which AHTF funds can be awarded.

FORECLOSURE: The termination through legal process of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a unit covered by a recorded mortgage.

GROSS ANNUAL INCOME: The total amount of all sources of a household's income including but not limited to salary, wages, interest, dividends, alimony, pensions, social security, business and capital gains, tips on income reported to the Internal Revenue Service (IRS).

HOUSEHOLD: The person or persons occupying a housing unit.

HUD: The U.S. Department of Housing and Urban Development.

HOUSING PROJECT: A housing development to be financed in part by use of AHTF funds.

LOW INCOME HOUSING: Housing which is affordable to households whose annual income does not exceed 50 percent of the median income for the area, as defined by HUD or COAH, as applicable.

MODERATE INCOME HOUSING: Housing which is affordable to households whose annual income is more than 50 percent, but less than 80 percent of the median gross household income for households of the same size for the area as defined by HUD or COAH, as applicable.

MEDIAN INCOME INDEX: The percentage by which the median income figures, established by either COAH or the U.S. Department of Housing and Urban Development, changes each year for every area in the state.

OWNER: The title holder of record as same is reflected in the most recently dated and recorded deed for the affordable housing project.

PROJECT: An undertaking to create affordable housing units within Jersey City, or more particularly, **the creation of four (4) units** of affordable housing.

UNIT: A residential dwelling built according to construction plans reviewed and approved by the City.

Section 1. Project Description

Jersey City Redevelopment Agency (JCRA) will utilize **$186,500** in Affordable Housing Trust Funds to renovate **four (4) affordable housing units** as described in Attachment "A".

ADDRESS	BLOCK(S) / LOT(S)
OCEAN AVENUE REDEVELOPMENT AREA	
405-407 Ocean Avenue	Block 25802 / Lot 26

Section 2. Eligible Population

This project shall be occupied by households who meet COAH's criteria for occupancy as low and/or moderate income households.

Section 3. Periodic Inspection

The Developer agrees to accept periodic inspection of its development project by HEDC, or its designee.

Section 4. Time of Performance

Implementation of the project shall commence upon full execution of this Agreement and shall proceed in accordance with the schedule set forth in Attachment "A". The City and the Developer may revise the implementation schedule by mutual consent. This contract will remain in effect for the entire term of the affordability period which is set forth in Section 12 of this agreement.

Section 5. **Consideration and Terms**

Pursuant to the terms and provisions of this contract, for expenses as detailed in Attachment "A," the City agrees to provide funding in the amount of **$186,500**. In consideration of the receipt of Affordable Housing Trust Funds (hereinafter referred to as "funds") to be given to the Developer, the Developer agrees to be bound by the agreements contained herein, the Affordable Housing Development Agreement, Mortgage, and Mortgage Note, if applicable.

Section 6. **Amount of Funds**

The amount of funds provided by the City to the Developer toward the renovation at **405-407 Ocean Avenue, Jersey City, New Jersey** shall be **$186,500**. This amount shall be given upon proof of construction progress. Funds may not be requested until they are needed for payment of eligible costs. All requests for funds must be supported with the back-up documentation, determined appropriate by the Division of Community Development (DCD).

Section 7. **Payment**

Payment of AHTF funds by the City to the Developer can only be made upon receipt of appropriate documentation including, but not limited to, the following:

1. Voucher in a format supplied by DCD together with an Application and certificate for payment, AIA Document G702 and continuation sheet, AIA Document G703.
2. Detailed bills for all marketing, legal, or related soft costs associated with this project.
3. Certification from licensed architect that costs incurred to date as shown on the accompanying progress payment voucher are valid and that work performed has been completed in accordance with the project construction plans and specifications and all applicable building and construction codes.

Section 8. **Repayment**

Funds shall be provided in the form of a loan which shall be secured by a mortgage on the property and a promissory note. The mortgage and promissory note shall be executed by the Developer and returned to the City. Interest on the loan shall accrue at 0% APR. The loan shall be repaid according to the provisions of the mortgage, note, or other related closing documents. In addition, the loan shall be repaid in full upon default of this contract or the Affordable Housing Development Agreement.

Section 9. **Completion of Project**

Upon completion, the Developer shall provide DCD with all items as identified by the Division of Community Development in the closeout checklist.

Section 10. **Liability**

The City shall incur no liability to the Developer pursuant to this Agreement in the event AHTF funds are not available or granted for the Project.

Section 11. **Restriction on Occupancy**

A. The Developer agrees to insert restrictive language in all deeds of conveyance and condominium by-laws to require ownership by low or moderate income persons for the time periods required by law and this Agreement.

B. The Developer agrees to insert restrictive language in all lease agreements to require occupancy by low or moderate income persons for the time periods required by law and this Agreement.

Section 12. Affordability Controls

A. All housing to be assisted financially, administratively or otherwise, by Jersey City will be required to remain affordable to, and occupied by low and moderate income households for a minimum of twenty (20) years.

C. All resale and rent Affordability restrictions shall be incorporated into the deed of the Developer and all subsequent deeds during the appropriate term of the Affordability Controls.

Section 13. Compliance

The Developer and City agree to comply with all appropriate statutes and regulations applicable to this Agreement.

Section 14. Approval

This Agreement is subject to the approval of the City's Municipal Council.

Section 15. Execution as Required

The parties hereto agree that each shall execute any and all documents which are required in order to implement the terms and conditions of this Agreement.

Section 16. Designation of Representative

The Developer and City agree that each shall designate a single representative who shall serve as a liaison to carry out the terms and conditions of this Agreement. In the event that the designated liaison person no longer serves as liaison for any reason whatsoever, each party agrees to name a replacement until such time as the parties agree between themselves that the Agreement is fully implemented and both parties have fully complied with their respective obligations herein.

Section 17. Notice of Demands

A notice, demand or other communication under this Agreement by either party to the other shall be considered sufficiently given or delivered if it is dispatched by regular U.S. Mail, postage prepaid, or delivered personally,

(a) in the case of the Developer:

JERSEY CITY REDEVELOPMENT AGENCY (JCRA)
66 York Street, 2nd Floor
Jersey City, NJ 07302
Attn: Christopher Fiore, Assistant Executive Director

(b) in the case of the City:

Jersey City Division of Community Development
30 Montgomery Street, Suite 404
Jersey City, NJ 07302
Attn: Rodney Hairston, Acting Director

or at such address which either party may, from time to time, designate in writing and forward to the other as provided in this section.

Section 18. Remedies

Exercise by either party of any one or more legal and or contractual remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or obligation of other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

Section 19. Assignability

Neither party shall assign, or attempt to assign its respective obligations under this Agreement without the prior written consent of the other party.

Section 20. Conflict of Interest

No official, or employee of either the City or the Developer shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, financially interested.

Section 21. Agency Representative not Individually Liable

Neither the City nor any of its officials, officers or employees shall be charged personally with any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof or otherwise.

Section 22. Governing Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this agreement shall be construed in accordance with the laws of the State of New Jersey. Venue for any legal action shall lie in the Superior Court of New Jersey, Hudson County vicinage.

Section 23. Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without material prejudice to the City or the Developer.

Section 24. Binding Effect

This Agreement shall be binding upon the parties and their legal representatives, successors and assigns.

Section 25. Titles of Articles and sections

Any titles of the several parts, Articles or sections of Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provision.

Section 26. Third Party Rights

Nothing contained within this Agreement is intended to nor shall it be construed to create any rights of any kind whatsoever in persons not parties to this Agreement.

Section 27. Entire Agreement

This Agreement revokes all prior and contemporaneous oral or written proposals, oral or written agreements, understandings, communications, representations, conditions, warranties, covenants and all other communications between the Parties relating to the subject matter of this Agreement. The subject matter of this Agreement may not be explained or supplemented by the circumstances of its negotiation, the course of dealing between the parties or usage of trade.

In Witness Whereof, the City of Jersey City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City-Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its President and attested by its Secretary, on or as of the day first above written.

ATTESTED

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK OF JERSEY CITY

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY (JCRA)

CHRISTOPHER FIORE
ASSISTANT EXECUTIVE DIRECTOR

ATTACHMENT "A"
2014 AHTF PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE

Section 1: **PROGRAM DESCRIPTION AND LOCATION**
(BE SPECIFIC)

Total Number of Housing Units: ____ Number of Non-Residential Units___
Total Number of Handicapped Accessible Units (Section 504 units): _____
Mobility Impaired:_____ Sensory Impaired:_____

Total Number of Very Low Income AHTF Assisted Units ____
Total Number of Low Income AHTF Assisted Units: ____
Total Number of Market Rate Units: ____
Units are Fixed _____ or Floating _____

Total Number of AHTF assisted Units by Bedroom Size:
One (1) Bedroom____ Two (2) Bedrooms_____ Three (3) Bedrooms _____

Project Address: 405-407 Ocean Avenue, Jersey City, New Jersey

Section 2: **PROJECT IMPLEMENTATION SCHEDULE**

MUST include at least the following:

PROJECT IMPLEMENTATION SCHEDULE: (please enter anticipated dates)

ACTIVITY	SCHEDULE (Month / Year)	
	Start Date	Completion Date
1) SITE PLAN APPROVAL		
2) ENGAGE ARCHITECT		
3) PRELIMINARY DESIGN		
4) BID DOCUMENTS PEPARED (Plans and Specifications)		
5) ADVERTISE FOR BIDS		
6) CONTRACT AWARD		
7) PRE-CONSTRUCTION MEETING		
8) BEGIN CONSTRUCTION		
9) COMPLETE CONSTRUCTION		

ATTACHMENT "A"
2014 AHTF PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE

Section 3: **PROJECT BUDGET**

MUST include at least the following:	Other Funds Source	Amount	AHTF Funds
Acquisition of Property	$_____	$_____	$_____
Relocation	$_____	$_____	$_____
*Clearance	$_____	$_____	$_____
Professional Services (Architectural, engineering, legal, appraisal, audit)	$_____	$_____	$_____
*Project Construction Costs (Attach list of work items/materials and cost estimate for each)	$_____	$_____	$_____
Financing	$_____	$_____	$_____
Carrying Costs	$_____	$_____	$_____
Contingencies	$_____	$_____	$_____
*Rehabilitation (Attach list of work Items / materials and cost estimate for each)	$_____	$_____	$_____
Budget Subtotal:	$ _____	$_____	$_____
Total Project Budget:	$ _____	$_____	$_____

_____ _____

SUBGRANTEE **DIVISION OF COMMUNITY DEVELOPMENT**

ATTACHMENT "A"

ADDITIONAL PROJECT INFORMATION

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

City Clerk File No. Res. 14.325

Agenda No. 10.Z.7

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RICH PICERNO BUILDERS LLC FOR LEONARD GORDON PARK - PLAYGROUND REPLACEMENT, PROJECT NO. 2012-011 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE

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 bids for **Leonard Gordon Park - Playground Replacement, Project No. 2012-011** for the Department of Public Works/Division of Architecture pursuant to specifications and bids thereof; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Four (4) Bids**, the lowest responsible bid being that from **Rich Picerno Builders LLC.**, 500 Hoiles Drive, Kenilworth, NJ 07033, in the total bid amount of **Two Hundred Four Thousand, Seven Hundred Ninety Nine ($204,799.00) Dollars**; and

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

WHEREAS, the sum of **Two Hundred Four Thousand, Seven Hundred Ninety Nine ($204,799.00) Dollars**, are available in the 2014 permanent budget; and

WHEREAS, the funds for this purchase are available in **General Parks Acct # 04-215-55-896-990**, and **Acct # 04-215-55-896-991; and**

Dept. of Public Works/Div. of Architecture.

Acct. No.	P.O. #		Amount
04-215-55-896-990	113522		$112,129.00
04-215-55-896-991	113521		$92,670.00
		Total Contract	$204,799.00
04-215-55-896-990	113523	Contingency 20%	$40,959.80
		Total W/Encumb.	$245,758.80

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.

WHEREAS, if funds are not available for the contract in the 2014 permanent budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned **Rich Picerno Builders, LLC** 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

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.325

Agenda No. 10.Z.7

TITLE: MAY 14 2014

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO RICH PICERNO BUILDERS LLC FOR LEONARD GORDON PARK - PLAYGROUND REPLACEMENT, PROJECT NO. 2012-011 FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF ARCHITECTURE

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.

Dept. of Public Works/Div. of Architecture.

Acct. No.	P.O. #		Amount
04-215-55-896-990	113522		$112,129.00
04-215-55-896-991	113521		$92,670.00
		Total Contract	$204,799.00
04-215-55-896-990	113523	Contingency 20%	$40,959.80
		Total W/Encumb.	$245,758.80

Approved by Raquel Lozado, RPPS
for Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO RICH PICERNO BUILDERS, LLC FOR LEONARD GORDON PARK – PLAYGROUND REPLACEMENT, PROJECT NO. 2012-011 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Public Works	Architecture, Engineering and Traffic
Name/Title	Brian F. Weller, L.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

There exists a need for the replacement of the playground at Leonard Gordon Park that was vandalized. This was a public bid. Four (4) Bids were received.

Rich Picerno Builders, LLC	$204,799.00 Base including Unit Prices
Zenith Construction Services, Inc.	$354,700.00 Base including Unit Prices
Tec Con Contractors, Inc.	$358,400.00 Base including Unit Prices
Z-Tech Contracting LLC	$493,732.40 Base including Unit Prices

Cost (Identify all sources and amounts)

General Parks Account

04-215-55-896-991	$ 92,670.00
04-215-55-896-990	$112,129.00
04-215-55-896-990	$ 40,959.80 (20% Contingency)

Contract term (include all proposed renewals)

Type of award Public Bid Award

If "Other Exception", enter type

Additional Information

The awarding resolution has been drafted by the Division of Purchasing.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 5-1-14

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☒ BIDS

REQ NO. 0166150, 0165682 & 0165684

PO # 113521, 113522, 113523

DEPT/DIV: DPW/Div. Of Architecture

SUBJ: Leonard Gordon Park - Playground Replacement
Project No. 2012-011

GOODS & SERVICES NON BIDS	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

BIDS	Good & Services	Construcion	RFP'S	RFQ'S	Resolution
Proposal Page/Amounts		X			X
EEO/AA Compliance		X			
BRC/Validation		X			
Certification Regarding Suspension/Debarment		X			
Legislative Fact Sheet/ Determination of Value		X			

Notes:

BID RESULTS for LEONARD GORDON PARK Project # 2012-011

Rich Picerno Builders, LLC
200 Market Street
Kenilworth, NJ 07033

Base Bid	$198,699.00
Unit Price # 1	$ 1,500.00
Unit Price # 2	$ 3,750.00
Unit Price # 3a	$ 100.00
Unit Price # 3b	$ 250.00
Unit Price # 3c	$ 500.00
Grand Total Bid Price (Base Bid, Unit Price # 1, 2 & 3)	$204,799.00

Zenith Construction Services, Inc.
365 Thomas Blvd
Orange, NJ 07050

Base Bid	$346,000.00
Unit Price # 1	$ 1,200.00
Unit Price # 2	$ 2,500.00
Unit Price # 3a	$ 1,500.00
Unit Price # 3b	$ 2,000.00
Unit Price # 3c	$ 1,500.00
Grand Total Bid Price (Base Bid, Unit Price # 1, 2 & 3)	$354,700.00

Tec-Con Contractors, Inc.
9 Dodd Street
East Orange, NJ 07017

Base Bid	$333,000.00
Unit Price # 1	$ 2,000.00
Unit Price # 2	$ 20,000.00
Unit Price # 3a	$ 300.00
Unit Price # 3b	$ 1,500.00
Unit Price # 3c	$ 1,600.00
Grand Total Bid Price (Base Bid, Unit Price # 1, 2 & 3)	$358,400.00

MWBE not filled out correctly, 24 hrs to resubmit.

Z-Tech Contracting, LLC
114 Baltusrol Rd
Summit, NJ 07901

Base Bid	$478,812.40
Unit Price # 1	$ 1,120.00
Unit Price # 2	$ 9,625.00
Unit Price # 3a	$ 350.00
Unit Price # 3b	$ 1,950.00
Unit Price # 3c	$ 1,875.00
Grand Total Bid Price (Base Bid, Unit Price # 1, 2 & 3)	$493,732.40

BID PROPOSAL

Rich Picerno Builders, LLC
200 Market Street
Kenilworth, NJ 07033
Attn: Nina Vera
Tel: 908-241-4331 Fax: 908-241-7854

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ARCHITECTURE
Date April 22, 2014
Project No 2012-011

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT IN A SEALED ENVELOPE MARKED ON BOTH SIDES WITH THE PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETED BID PROPOSAL WITH BID PACKAGE.

Proposal of Rich Picerno Builders, LLC (hereinafter called "Bidder" organized and existing under the laws of the State of New Jersey doing business as individual - LLC *

Gentlemen:

The Bidder, in compliance with your invitation for bids for the:

LEONARD GORDON PARK - PLAYGROUND REPLACEMENT

JERSEY CITY, NEW JERSEY

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents; within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to fully complete the project within 90 consecutive calendar days. Furthermore, it is understood and agreed in accordance with Article GC-36 "Time for Completion, Liquidated Damages and Extension of Time," that liquidated damages in the amount set forth in Article GC-36 will be charged to the Bidder for each consecutive calendar day of delay until the work is completed and accepted.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Dated: 4/14/14

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

*Insert "a corporation, "a partnership", or "an individual" as applicable.

BID PROPOSAL CHECK LIST

The following documents are to be completed and submitted with the bid proposal. Compliance shall be indicated by placing initials on the line preceding each item attached:

RPB * List of Prices

RPB * Grand Total Bid Price

N/A Alternate(s), if applicable, with supporting documentation, if applicable.

N/A Substitutions, if applicable, are attached in conformance with the Information to Bidders, Article 21, Substitutions

RPB * Certificate of Experience of General Contractor

~~N/A~~ RPB Certificate of Experience for subcontractors required to be named pursuant to N.J.S.A. 40A:11-16

RPB * Plant and Equipment Questionnaire completed by General Contractor

RPB Plant and Equipment Questionnaire completed by subcontractors required to be named pursuant to N.J.S.A. 40A:11-16

RPB Financial Statement

RPB Non-Collusion Affidavit

RPB Corporation or Partnership Statement

RPB Form MWBE - Minority/Women Business Compliance Plan (3 Forms)

RPB Exhibit B: Mandatory Equal Employment Opportunity Language (N.J.S.A. 10.5-31 et seq.) (N.J.A.C. 17:27) Construction Contracts **must be signed.**

RPB State of New Jersey, Division of Contract Compliance Equal Employment Opportunity in Public Contracts' Initial Project Workforce Report Construction (Form AA-201). **Must be submitted after notification of award but prior to signing a construction contract.** Form AA-201 maybe obtained and must be submitted to Jersey City's Public Agency Compliance Officer (P.A.C.O.) at Office of EEO/AA, 280 Grove Street, Room - 103, Jersey City, NJ 07302, Telephone 201-547-4533 and Fax 201-547-5088.

RPB * Bid Bond

RPB * Consent of Surety

RPB Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed on page P-9.

RPB New Jersey Business Registration Certificates of General Contractor and all Subcontractors listed on page P-9.

RPB * Written acknowledgment of addendum (if issued), on Page P-1 of the Bid Form, pursuant to N.J.S.A. 40A:11-23.2(e).

Failure to include the bid documents listed immediately above that are marked with an asterisk(*) hall result in automatic rejection of the bid at the time of the bid reception.

BID PROPOSAL
Continued

TOTAL BASE BID PRICE

Base Bid: The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

One hundred ninety eight thousand Six hundred ninety nine dollars
(In Writing)

$198,699.00
(In Figures)

UNIT PRICE:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

Item No. 1: Unforseen excavation and replacement with engineered fill in accordance with Section 02300 - Earthwork

20 C.Y. @ $ 75.00 Per C.Y. for a Total Cost of $ 1,500.00
(Unit Price in Figures) (Total Cost Item 1 in Figures)

20 C.Y. @ Seventy five dollars
(Write Unit Price)

Per C.Y. for a Total Cost of: one thousand five hundred dollars
(Write Total Cost - Item No. 1)

Item No. 2: Rock removal in accordance with Section 02300 - Earthwork. Removal shall be based on line drilling method.

25 C.Y. @ $ 150.00 Per C.Y. for a Total Cost of $ 3,750.00
(Unit Price in Figures) (Total Cost Item 2 in Figures)

25 C.Y. @ One hundred fifty dollars
(Write Unit Price)

Per C.Y. for a Total Cost of: three thousand seven hundred fifty dollars.
(Write Total Cost - Item No. 2)

BID PROPOSAL
(Continued)
PROJECT NO. 2012-011

Item No. 3: Ornamental Steel Fence repairs.

A. 1 Post (Straighten) @ $ 100.00 Per Post for a Total Cost of $ 100.00
(Unit Price in Figures) (Total Cost Item 3A. in Figures)

1 Post (Straighten) @ one hundred dollars
(Write Unit Price)

Per Post for a Total Cost of: one hundred dollars
(Write Total Cost - Item No. 3A)

B. 5 Pickets (Replace) @ $ 50.00 Per Post for a Total Cost of $ 250.00
(Unit Price in Figures) (Total Cost Item 3B. in Figures)

5 Pickets (Replaced) @ fifty dollars
(Write Unit Price)

5 Pickets for a Total Cost of: two hundred fifty dollars
(Write Total Cost - Item No. 3B)

C. 20 Brackets (Replace) @ $ 25.00 Per Post for a Total Cost of $ 500.00
(Unit Price in Figures) (Total Cost Item 3C. in Figures)

20 Brackets (Replaced) @ twenty five dollars
(Write Unit Price)

20 Brackets for a Total Cost of: five hundred dollars
(Write Total Cost - Item No. 3C)

Ornamental Steel Fence Repairs Total Cost of Item Nos. 3A., 3B., 3C.:

$850.00
~~(Write Unit Price)~~

Eight hundred fifty dollars
(Write Total Cost - Item No. 3A, 3B and 3C)

The Unit Price bid shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of less by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

BID PROPOSAL
(Continued)
PROJECT NO. 2012-011

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of basis. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

GRAND TOTAL BID PRICE: **(Base Bid Plus Total Cost for Items Nos. 1, 2 and 3)**

$ 204,799.00 EPB

(In Figures)

Two hundred four thousand seven hundred ninety nine dollars. EPB

(In Writing)

The Contract will be awarded based on the Grand Total bid price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials needed; therefore, the actual contract price, which cannot be determined until completion of the project may be for a sum either greater than or less than the Grand Total Bid Price above in accordance with the above Unit Price(s).

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Richard Picemo, managing member

Representative's Signaature: [signature]

Name of Company: Rich Picemo Builders **Tel. No.:** 908 241 4331 **Date:** 4/21/14

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Rich Picerno Builders, LLC

Address : 200 market street Kenilworth NJ 07033

Telephone No. : 908 241 4331

Contact Name: Nina Vera

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority & Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Rich Picerno Builders, LLC

Address : 200 Market street Kenilworth NJ 07033

Telephone No. : 908 241 4331

Contact Name: Nina Vera

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority & Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions:

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Leonard Gordon Park # 2012-11

Contractor: Rich Picerno Builders, LLC Bid Amt. $ 204,799.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
Structural steel & ornamental iron work	$20,000.00			X

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION COPY

/

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action

Project: Leonard Gordon Park # 2012-11

Contractor: Rich Piceno Builders, LLC Bid Amt. $ 204,799.00

Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. $ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
structural steel & ornamental Iron work	20,000.00			X

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Leonard Gordon Park

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx $ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Structure Steel: ornamental Iron work	Pizzo contracting/ Carls fencing 1579 Rt 9 Toms River	$ 20,000.00			X

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

All vendors and subcontractors are given equal opportunity

Name of Contractor Rich Picemo Builders, LLC

By: Signature [signature]

Type or print name/title: Richard Picemo, managing Member

Telephone No: 908 241 4881 Date 4/21/14.

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By_____ Date: _____

EQUAL EMPLOYMENT OPORTUNITY COPY

MWBE Page 3 Project Leonard Gordon Park

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx. $ Value	To Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
Structural Steel & ornamental Iron work	Pizzo contracting/ Carls fencing 1579 Rt 9 Toms River NJ	$ 20,000.00			X

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

All vendors and subcontractors are given equal opportunities

Name of Contractor Rich Picemo Builders, LLC

By: Signature [signature]

Type or print name/title: Richard Picemo, managing member

Telephone No: 908 241 4331 Date 4/21/14

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By_____ Date: _____

PURCHASING COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	RICH PICERNO BUILDERS, L.L.C.
Trade Name:	
Address:	200 MARKET STREET KENILWORTH, NJ 07033-2032
Certificate Number:	0115923
Effective Date:	
Date of Issuance:	May 02, 2014

For Office Use Only:

20140502105331219

03/07/07

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
RICH PICERNO BUILDERS, L.L.C.

TRADE NAME:

ADDRESS:
500 HOILES DRIVE
KENILWORTH NJ 07033

SEQUENCE NUMBER:
0115923

EFFECTIVE DATE:

ISSUANCE DATE:
03/07/07

James J. Fruscione
Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number
626124

Registration Date: 07/03/2013
Expiration Date: 07/02/2015

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Rich Picerno Builders, LLC

2013

Responsible Representative(s):
Toni Giordano, Manager
Richard Picerno, Manager

Responsible Representative(s):

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 5542

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-FEB-2008 to 15-FEB-2015

RICH PICERNO BUILDERS, LLC
500 HOILES DRIVE
KENILWORTH NJ 07033

Acting State Treasurer

RICH PICERNO BUILDERS LLC
500 HOILES DRIVE
KENILWORTH, NJ 07033

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 042
TRENTON, NEW JERSEY 08625-0042

DPMC

NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
$5,000,000	C060 - ATHLETIC FIELDS/TRACKS/COURTS C009 - GENERAL CONSTRUCTION/ALTER.& ADDITIONS	07/13/2012 07/13/2012	07/12/2014

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

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

City Clerk File No. Res. 14.326

Agenda No. 10.Z.8

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NEWARK ASPHALT CORPORATION FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

COUNCIL
offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on April 8, 2014 for the Furnishing and Delivering Asphalt Materials for the Department of Public Works/Division of Building and Street Maintenance ; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with the following minimum and maximum quantities specified:

		Minimum	Maximum
Item No. 1	F.A.B.C Materials (Fine Aggregate Concrete 3/8")	0	2200 Tons
Item No 2	Bituminous Concrete (Cold Patch)	0	65 Tons

WHEREAS, Newark Asphalt submitted the lowest bid on Item No. 1 with a unit cost of $65.00 per Ton and Item No. 2 with a unit cost of $135.00 per Ton; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Newark Asphalt Corporation to be fair and reasonable; and

WHEREAS, the sum of Ten Thousand ($10,000.00) Dollars is available in Building & Street Operating Account No. 01-201-26-291-211; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Newark Asphalt Corporation for the Furnishing and Delivering Asphalt Materials for the Department of Public Works/Division of Building and Street Maintenance;

2. This contract is awarded as a one-year (1) open-end contract on Item No. 1 with a unit cost of $65.00 per Ton and Item No. 2 with a unit cost of $135.00 per Ton;

3. The City reserves the right to extend the contract for up to (2) two additional (1) one year term pursuant to specifications and bids thereon;

4. The minimum quantity of Item No. 1 F.A.B.C Materials ordered under the contract shall be 0 Tons and the maximum quantity shall be 2200 Tons;

5. The minimum quantity of Items No. 2 Bituminous Concrete ordered under the contract shall be 0 Tons and the maximum quantity shall be 65 Tons;

6. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

(continued on Page 2)

City Clerk File No. Res. 14.326

Agenda No. 10.Z.8 MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NEWARK ASPHALT CORPORATION FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDING AND STREET MAINTENANCE

7. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and 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

8. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

Department of Public Works/Division of Building & Street Maintenance

Acct #	P.O #		Amount
01-201-26-291-211	113417	Temp. Encumb.	$10,000.00
		TOTAL CONTRACT	$151,775.00

Approved by Raquel Lozado, RPPS
for Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING AN OPEN END CONTRACT TO NEWARK ASPHALT FOR FURNISHING AND DELIVERING ASPHALT MATERIALS FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF BUILDINGS AND STREET.

Project Manager

Department/Division	DPW	Buildings and Street
Name/Title	John McGrath	Director
Phone/email	201-547-4432	mcgrathj@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

There exists a need for Asphalt Materials.

Cost (Identify all sources and amounts)

Buildings & Street Operating Account:
01-201-26-291-211 =$151,775.00

Contract term (include all proposed renewals)

Once approved, contract will be for one (1) year with the option to renew for two (2) additional one (1) year periods.

Type of award Public Bid Award

If "Other Exception", enter type

Additional Information

The awarding resolution has been drafted by the Division of Purchasing. This is a public bid. They were two (2) bidders:

Newark Asphalt, Newark, NJ = $151,775.00
Tilcoin New York, Inc; Wharton, NJ =$245,427.05

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 4/23/14

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☒ BIDS

REQ NO. 0165467 PO # 113417

DEPT/DIV: DPW/Bldg & St. Maint. SUBJ: Asphalt Materials

GOODS & SERVICES NON BIDS	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

NOTE:

BIDS	Goods & Services	Construction	RFP's	RFQ's	Resolution	Amending
Proposal Page/Amounts	X				X	
EEO/AA Compliance					X	
BRC/Validation					X	
Certification Regarding Suspension/Debarment					X	
Legislative Fact Sheet/ Determination of Value					X	

Notes: _____

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: April 28, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: John McGrath, Buildings Maintenance Director

Subject : **Contract Award (Asphalt Materials) Public Bid**

There exists a need for asphalt materials citywide. Two (2) bid proposals were received, with the lowest responsible being that from Newark Asphalt, Foot of Passaic Street, Newark, New Jersey 07104 in the total bid amount of one hundred and fifty one thousand seven hundred and seventy five dollars and zero cents ($151,775.00). The other proposal was from Tilcoln New York for $245,427.05. **This was a public bid.** The key point is that the City is making a contract award based on the lowest unit cost for an item. It is not a lump sum contract award.

The bid specification was an open-end contract. It indicated a minimum and maximum number of hot and cold patches. During the contract term, the City is only obligated to order the minimum quantity. If the maximum quantity is ordered by the City during the contract term, then the total cost of the contract would be $151,775.00.

NEWARK ASPHALT

ITEMS	MINIMUM	MAXIMUM	PRICE PER TON	TOTAL
Hot Patch	0 tons	2200 tons	$65.00	$143,000.00
Cold Patch	0 tons	65 tons	$135.00	$8,775.00

TILCOLN NEW YORK

ITEMS	MINIMUM	MAXIMUM	PRICE PER TON	TOTAL
Hot Patch	0 tons	2200 tons	$69.35	$152,570.00
Cold Patch	0 tons	65 tons	$1,428.57	$92,857.05

The resolution is encumbering $10,000.00 for now. As the year progresses, and if the City needs more than $10,000.00 worth of asphalt, additional funds are then encumbered through a change order under the authority of the contract award resolution. **Funds are budgeted in Buildings and Street account for this contract.** The City spent about $100,000.00 for Asphalt in 2013.

The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner.

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

Thank you for your cooperation.

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: April 21, 2014

To: Peter Folgado, Purchasing Director

From: Michael Razzoli , DPW Director

Subject : **Recommendation Letter (Asphalt Materials)**

Please be advised, after a careful and thorough review of bids received for **(Asphalt Materials)** on **April 08, 2014,** I recommend that the contract be awarded to:

NEWARK ASPHALT CORP
FOOT OF PASSAIC STREET
NEWARK, NJ 07104

Please proceed and utilize the following requisition listed below. Kindly draft the awarding resolution for the **May 14th Council meeting**.

Total Contract Amount = $151,775.00

REQ #	ACCOUNT NUMBER	TEMP .AMOUNT
0165467	01-201-26-291-211(Buildings & Street Operating)	$10,000.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Michael Razzoli

C: Raquel Tosado, Contracts Manager
James Madden, DPW Deputy Director
John McGrath, Director, Buildings and Street
Bhavini Doshi, Confidential Aide, DPW Director's Office
Zakia Gregory, DPW Fiscal Office
Paola Campbell, Purchasing Division
Yesenia Rivera, DPW Director's Office

08/28/12

Taxpayer Identification# 221-809-918/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
NEWARK ASPHALT CORP.

TRADE NAME:

ADDRESS:
FOOT OF PASSAIC ST
NEWARK NJ 07102

SEQUENCE NUMBER:
0063826

EFFECTIVE DATE:
10/11/65

ISSUANCE DATE:
08/28/12

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
(04-06), D2[illegible]

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 7700

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2012 to 15-APR-2019

NEWARK ASPHALT CORP.
FOOT OF PASSAIC STREET
NEWARK NJ 07104

Andrew P. Sidamon-Eristoff
State Treasurer

BID PROPOSAL/ DOCUMENTS

DPW/ DIVISION OF BUILDINGS & STREET MAINTENANCE

TOTAL BID PRICE

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

Item No. 1: 0 Minimum – Maximum 2200 Tons of F.A. B. C. material (Fine Aggregate Concrete 3/8").

2200 Tons @ $ 65.00 Per Ton for a total Cost of $ 143,000.00
(Unit Price in Figures) (Total Cost Item 1 in Figures)

Sixty five dollars 00/100 Per Ton One hundred forty three thousand dollars 00/100
(Write Unit Price) (Write Total Cost – Item 1)

Item No. 2: 0 Minimum - Maximum 65 Tons of Bituminous Concrete (Cold Patch) to be picked up and delivered when needed. Twenty four (24) hours delivery notice.

65 Tons @ $ 135.00 Per Ton for a total Cost of $ 8,775.00
(Unit Price in Figures) (Total Cost Item 2 in Figures)

One hundred thirty five dollars 00/100 per Ton Eight thousand seven hundred seventy five dollars 00/100.
(Write Unit Price) (Write Total Cost – Item 2)

Note: This contract will be awarded as an open-end contract. The minimum and maximum number of quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then 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.

BID PROPOSAL / DOCUMENTS

GRAND TOTAL PRICE – ITEMS 1 THROUGH 2

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 2. The Supplier shall be paid on minimum and maximum quantities used; however, it shall not exceed the maximum quantity without prior issuance of a change order.

INCLUSIVE

One hundred fifty one thousand seven hundred seventy five dollars 00/100

(In Writing)

$ 151,775.00

(In Figures)

The contract will be awarded based upon the grand total price for items 1 through 2. If the Grand Total Price is found to have been incorrectly computed, changes 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 (2) additional one (1) year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price 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 (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The 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.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph Biggica/ General Manager

Representative's Signature: Joseph Biggica

Name of Company: Newark Asphalt Corp.

Tel. No.: _____ Date: March 20, 2014

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Newark Asphalt of Corp., (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Joseph Biggica / General Manager
Representative's Signature: Joseph Biggica
Name of Company: Newark Asphalt Corp.
Tel. No.: _____ **Date:** March 20, 2014

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Newark Asphalt Corp.

Address : Foot of Passaic Street Newark, New Jersey 07104

Telephone No. : _____

Contact Name : Joseph Biggica

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Newark Asphalt Corp.

Address: Foot of Passaic Street Newark, New Jersey 07104

Telephone No.: _____

Contact Name: Joseph Biggica

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

New Jersey Division of Revenue

Revenue | NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0063826 FOR NEWARK ASPHALT CORP. IS VALID.

VERIFIED
PC

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

City Clerk File No. Res. 14.327

Agenda No. 10.Z.9

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SPORTPROSUSA, INC. FOR ANNUAL MAINTENANCE OF BASKETBALL COURTS THROUGHOUT VARIOUS JERSEY CITY (CITY) PARKS FOR THE DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for **Annual Maintenance of Basketball Courts throughout various Jersey City (City) Parks**; and

WHEREAS, the Division of Purchasing solicited and obtained (3) three proposals, with the lowest responsible being that from SportProsUSA, Inc., 500 West Main Street, Ste. 19, Wyckoff, New Jersey 07481 in the total amount of **Twenty Nine Thousand Eight Hundred ($29,800.00)**; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of Public Works has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the contract shall be effective as of January 1, 2014 through December 31, 2014; and

WHEREAS, funds in the amount of $10,000.00 are available in **Park Maintenance Operating Account No. 01-201-28-375-312.**

(Continued on Page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.327

Agenda No. 10.Z.9 MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SPORTPROSUSA, INC. FOR ANNUAL MAINTENANCE OF BASKETBALL COURTS THROUGHOUT VARIOUS JERSEY CITY (CITY) PARKS FOR THE DIVISION OF PARK MAINTENANCE

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

1. A contract in the amount of $29,800.00 for Annual Maintenance of Basketball Courts throughout various parks in Jersey City (City) is awarded to SportProsUSA, Inc. and the Purchasing Director is directed to have such a contract drawn up and executed;

2. Upon certification by an official or employee of the City authorized to administer the contract that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

4. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 calendar year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2014 calendar year permanent budget.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $10,000.00 are available in **Park Maintenance Operating Account No. 01-201-28-375-312.**

Account	PO #	Total Contract	Temp Encumbrance
01-201-28-375-312	113233	$29,800.00	$10,000.00

Patricia M Vega for: P. Folgado, QPA

Patricia M Vega, Principal Buyer, RPPS for:
Peter Folgado, Director of Purchasing, QPA, RPPO

Donna Mauer, Chief Financial Officer

pv
4/8/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SPORTPROSUSA, INC. FOR ANNUAL MAINTENANCE OF BASKETBALL COURTS THROUGHOUT VARIOUS JERSEY CITY (CITY) PARKS FOR THE DIVISION OF PARK MAINTENANCE.

Project Manager

Department/Division	DPW	Parks Maintenance
Name/Title	Cleveland Snow	Parks Director
Phone/email	201-547-4495	csnow@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Annual Maintenance of Basketball Courts throughout various Jersey City Parks ,

Cost (Identify all sources and amounts)

Parks Operating Account

01-201-28-375-312 for $29,800.00

Contract term (include all proposed renewals)

Contract will expire on 12/31/14.

Type of award Pay to Play Award

If "Other Exception", enter type

Additional Information

Proposals were received from:

1. Sportpros USA, Wyckoff, NJ for $29,800.00
2. Sports & Golf Solutions , Verona, NJ for $33,850.00
3. Signature Sites , Carle Place, NY for $34,700.00

I certify that all the facts presented herein are accurate.

Signature of Department Director — **Date** 04/23/14

Signature of Purchasing Director — **Date** 4.23.14

DETERMINATION OF VALUE CERTIFICATION

I, Michael Razzoli, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.

2. There exists a need for annual maintenance of basketball courts for the Division of Park Maintenance.

3. The City informally solicited quotations for the maintenance of basketball courts.

4. The Department's recommendation is to award a contract to Sportpros USA for the annual maintenance of the basketball courts.

5. The cost of the Contract exceeds $17,500.00.

6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

4/30/14
Date

for
Michael Razzoli, DPW Director

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803

STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

Date: April 22, 2014

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Cleveland Snow, Parks Maintenance Director

Subject : **Contract Award (Annual Maintenance of Basketball Courts)**

There exists a need for annual maintenance of basketball courts throughout various Jersey City Parks. Three (3) proposals were solicited, with the lowest responsible being that from Sportpros USA, 500 West Main Street, Suite 19, Wyckoff, NJ 07481 in the total bid amount of twenty nine thousand eight hundred dollars and zero cents ($29,800.00). The other proposals were from Sports & Golf Solutions, Verona, NJ in the amount of $33,850.00 and Signature Sites, Carle Place, NY in the amount of $34,700.00.

The total of this contract will not exceed $29,800.00. The Department of Public Works has used this vendor in previous years and would like to continue because the vendor has been performing the services in an effective and efficient manner.

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

Thank you for your cooperation.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	SPORTPROSUSA INC
Trade Name:	
Address:	500 WEST MAIN STREET WYCKOFF, NJ 07481
Certificate Number:	1771538
Effective Date:	February 06, 2013
Date of Issuance:	April 08, 2014

For Office Use Only:

20140408093512314

P.O. NO.	113233	SPORTPROSUSA				SPORTS & GOLF		SIGNATURE SITES, LLC		VESA COURT ATHLETIC	
REQ. NO.	165841										
DIV/DEPT	PARK MAINTENANCE										
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT					UNIT COST	EXT AMT
1	BASKETBALL YRLY	1	EA	$ 29,800.00	$ 29,800.00	$ 33,850.00	$33,850.00	$ 34,700.00	$34,700.00	NO QUOTE	$ -
2	MAINTENANCE TO			$ -	$ -					$ -	$ -
3	7 PARKS			$ -	$ -					$ -	$ -
4				$ -	$ -					$ -	$ -
5				$ -	$ -					$ -	$ -
6				$ -	$ -					$ -	$ -
7				$ -	$ -					$ -	$ -
8				$ -	$ -					$ -	$ -
9				$ -	$ -					$ -	$ -
10				$ -	$ -					$ -	$ -
11				$ -	$ -					$ -	$ -
12				$ -	$ -					$ -	$ -
13				$ -	$ -					$ -	$ -
14				$ -	$ -					$ -	$ -
15				$ -	$ -					$ -	$ -
		SUB-TOTAL			$ 29,800.00		$33,850.00		$34,700.00		$ -
	SHIPPING/HANDLING				$ -						$ -
		TOTAL			$ 29,800.00						$ -

NOTES:

36 Tenth Street
Carle Place, NY 11514

Phone # 646-300-3074
Fax # 866-760-6870

scott@signaturesitesllc.com www.signaturesitesllc.com

Columbia Cascade Company
TimberForm® & PipeLine®

Quotation

Date
1/9/2014

Quote #	Valid Till
2012-241	2/28/2014

Mr.Cleveland Snow
City of jersey City
Director of Parks & Forestry
575 Route 440
Jersey City, NJ 07305

PH:	201-547-5900	FX:	201-547-5737

E-mail	
Specifier	Sales Rep
	SB

Project / Job Name: 2014-Court Maintenance

We are Pleased to Offer a Quotation for your Consideration

Description	QTY.	Unit Cost	Total
Scope of work for 2014 Court Maintenance Parks Included: Bayside Dr. Lena Edwards Audubon Lafayette Hamilton Riverview Basketball Systems at Mohammad Ali Twice per year (Spring and Fall) 1-Inspect basketball systems 2-Touch up to 30 Linear feet of lines on each court where necessary 3-Tighten backboard and rim 4-Touch up paint on basketball systems 5-Replace hoop nets EXCEPTIONS: No Overtime Work is Non-Union Any questions or further assistance, please don't hesitate to contact us.	1	34,700.00	34,700.00

Thanks for the opportunity to quote on this project!

DEL. TOTAL $34,700.00

REQ # 0164972

SportPros USA
Your Sport. Our Team

January 6, 2014

Mr. Cleveland Snow
City of Jersey City
Director of Parks and Forestry
575 Route 449
Jersey City, NJ 07305

Re: Jersey City Basketball Court Maintenance
Est: 14-1074

Dear Mr. Snow,

Please find the proposal for maintenance of the modular basketball courts throughout the city. After reviewing the scope we have decided to hold the pricing from 2013. Please let me know if you have any questions.

Parks:

1. Bayside
2. Audubon
2. Dr. Lena Edwards
3. Hamilton
4. Lafayette
5. Riverview
6. Mohammad Ali (Basketball Systems only)

Scope of Work:

1. Provide maintenance (2) times per year: April and September
2. Blow off all debris and clean under edges of court to remove trapped dirt
3. Adjust all surfaces
4. Replace damaged or work tile with back stock kept at Jersey City Parks Dept
5. Touchup up to 50 linear feet of lines on each court
6. Inspect and tighten all equipment, replace nets, touch up poles and arms, check rims and pads
7. Provide inspection mid summer and provide a report to Director for any concerns
8. Provide manpower on a time and material basis for additional repairs on a 72-hour notice.

Price: Twenty Nine Thousand Eight Hundred Dollars ($29,800.00)
(To be billed April 15th and Sept 15th)

Additional Material Pricing:

1. Backboard Pads $275
2. Breakaway rim $325
3. Pole Pad $350

500 West Main Street, Suite 19
Wyckoff, NJ 07481
(201) 485-8520 * Fax (201) 485-8523

FAX: 201-547-5737

SPORTS & GOLF SOLUTIONS

" Our Grass is Always Greener "

Cell: (973) 714-3339 Fax: (973) 239-4338
Email: tomsan73761@verizon.net
www.golfgreensnj.com

7 Parks Maintenance Proposal

Name: MR. Cleveland Snow
Address: 575 Route 449
City, State: Jersey City NJ
Zip Code: 07305 Phone:

Ship to (if different address): City of Jersey City 7 Parks — Bayside, Audubon Dr. Edwards, Hamilton, Lafayette Riverview, Mohammad Ali

We hereby propose to furnish the material and perform the labor necessary for the maintenance 2 times a year. Weather and freight delivery permitting installation will commence on or about _____ of _____, 2014

Description: MAINTAIN 2X year Spring + Fall
— Clean All Trapped Dirt Under Court
— Inspect all Equipment
— Replace Goal nets
— Touch up paint on Basketball systems
— Touch up to 30 Linear feet of Liner on Each Court

Total Cost: (Freight & Tax Included) $ 33,850 —

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: $ 33,850
With payments to be as follows: $ _____ Down $ _____ Upon completion.

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. If unknown objects such as boulders, springs, plumbing, or electrical etc...create an additional construction expense; buyer shall reimburse the costs of such expense to Sports and Golf Solutions . Sports and Golf Solutions is not responsible for burrowing animals damage after installation.

Respectfully submitted Sports and Golf Solutions By:

Note: This proposal may be withdrawn by us if not accepted within 30 days. Submitted 1/13 ,2014.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above to Sports and Golf Solutions, 4 Crest Hill Road, Verona, NJ 07044

Customer Signature: _____ Date _____

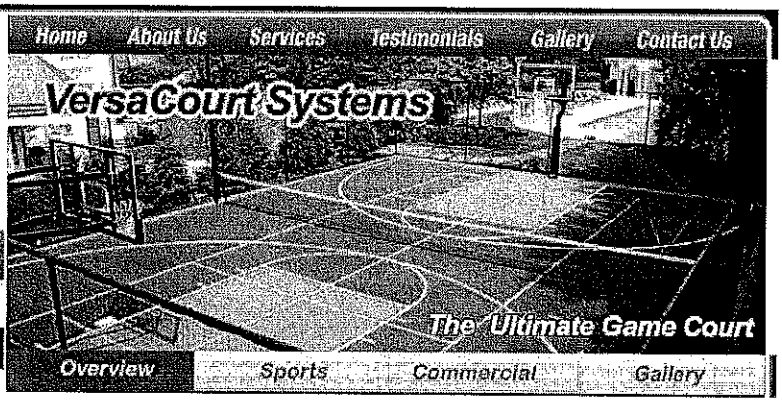
MultiSport Surfaces LLC
a division of Christensen Landscaping

Call us today - 201-666-4333

Our Services

- SofTrak Putting Greens
- VersaCourt Systems
- Athletic Fields
- SofGrass Playground Surfaces
- EZTE turf
- SofGrass Artificial Turf
- Bocce Courts
- Artificial Tennis Turf
- MultiSport Turf
- Full Service Landscaping by Christensen Landscaping

Home | About Us | Services | Testimonials | Gallery | Contact Us



Overview | Sports | Commercial | Gallery

Welcome to VersaCourt ™

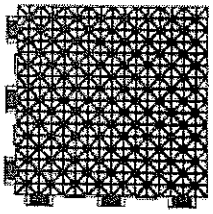
VersaCourt ™ is ideal for commercial courts or a backyard athletic court.
Our cutting edge athletic court surface is specifically made for basketball court NJ, tennis court NJ or multi-game courts NJ. It is perfect for a new court or resurfacing an old worn out asphalt or concrete court. Our custom designed courts are built incorporating the most recent advancements in engineering technology to insure a comfortable and safe playing surface. With cutting edge product designs that reduce maintenance while enhancing surface features, whether you're a professional or an amateur our tile maximizes your performance .

NO QUOTES PER PHONE

"When we called Neil Christensen (President of MultiSport Surfaces LLC) several months ago to discuss our visions for a basketball court for our side yard, we knew from the start that we were in good hands. Neil answered the phone message on a timely basis and handled all aspects of the project with a sense of professionalism and attention to detail. His knowledge of the VersaCourt sport surface and similar products is extensive which left us feeling good about our choices as well as the level of service we expected and received upon installation."

Dolores and Jim Fernandez
Branchville, NJ

VersaCourt's super grip surface design delivers an unequaled performance in game play, allowing greater safety when jumping and turning in close proximity.



Revolutionary Inter-Locking Mechanism

VersaCourt's patented 6-point locking mechanism and Swiss-Designed and manufactured 16 injection point tooling allow us to manufacture the flattest most uniform game court tiles on the market. This flatness and tight locking mechanism allow for the truest most responsive ball bounce of any tile available today.

Certificate Number
695649

Registration Date: 06/13/2013
Expiration Date: 06/12/2014

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2013 SportPros USA

Responsible Representative(s):
Thomas J. Peterson, President

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Thomas Petersen

Representative's Signature: Thomas Pete

Name of Company: Sports Pros USA, Inc.

Tel. No.: 877-466-7765 **Date:** 1/13/14

Sample Letter of Federally Approved Affirmative Action Plan

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract
Compliance Program

Newark Area Office
134 Evergreen Place, Fourth Floor
East Orange, NJ 07018

February 27, 19__

Reply to the attention of:

President

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 19__.

We found no apparent deficiencies or violations of Executive Order 11246, as amended. Section 503 of the Rehabilitation Act of 1973 or of 38 USC 2012 (the Vietnam Era Vetereans' Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Progress sincerely appreciated the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Thomas Petersen / President
Representative's Signature: Thomas Petersen
Name of Company: Sport Pro USA, Inc.
Tel. No.: 877-466-7765 **Date:** 1/13/14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Sport Pros USA, Inc.

Address : 500 W. Main St. Ste. 19 Wyckoff, NJ 07481

Telephone No. : 877-466-7765

Contact Name : Thomas Petersen

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

_X_ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Sport Pros USA, Inc

Address: 500 W. Main St. Ste 19 Wyckoff, NJ 07481

Telephone No.: 877-466-7765

Contact Name: Thomas Petersen

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority & Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Form AA302
Rev. 11/11

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

Filed w/ STATE 1-20-14

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG ☒ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 6

4. COMPANY NAME: SPORTPROSUSA, INC

5. STREET	CITY	COUNTY	STATE	ZIP CODE
500 WEST MAIN ST	Wyckoff	Bergen	NJ	07481

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE	ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☒ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: ____

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: 6

10. PUBLIC AGENCY AWARDING CONTRACT

	CITY	COUNTY	STATE	ZIP CODE
City of Jersey City	Jersey City	Hudson	NJ	07305

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
				********* MALE**********					********FEMALE**********				
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	1	1						1					
Professionals													
Technicians	1	1						1					
Sales Workers	1		1										1
Office & Clerical	1		1										1
Craftworkers (Skilled)	0												
Operatives (Semi-skilled)	0												
Laborers (Unskilled)	2	2		1	1								
Service Workers	0												
TOTAL	6												
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Sportpros USA, Inc		
Address:	300 West Main Street, Suite 19		
City:	Wyckoff	State: NJ	Zip: 07481

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Thomas Petersen — Signature | Thomas J Petersen — Printed Name | President — Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that 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).

Election Fund for Steven Fulop (2013)	**Frank Gajewski for Council**
Team Fulop	**Friends of Khemraj "Chico" Ramchal**
Team Fulop Runoff	**Councilperson Richard Boggiano**
Lavarro for Council	**Michael Yun for Council**
Councilperson Joyce E. Watterman	**Councilperson Candice Osborne**
Councilperson Daniel Rivera	**Diane Coleman for Council**

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
Thomas Petersen	26 Cottage Lane Upper Saddle River, NJ 07458

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: SportPros USA INC.
Signed: Thomas Petersen Title: President
Print Name: Thomas J Petersen Date: 1/15/14

Subscribed and sworn before me this 15 day of Jan, 2014

My Commission expires:

(Affiant)
Aimee L. Newsham
(Print name & title of affiant) (Corporate Seal)

AIMEE L NEWSHAM
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES 10-23-2018

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 SportProsUSA, 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 SportProsUSA, 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: SportProsUSA, Inc

Signed Thomas Peterson Title: President

Print Name Thomas Peterson Date: 5/1/14

Subscribed and sworn before me
this 1st day of May, 2014.
My Commission expires:

(Affiant)

Aimee Newsham

(Print name & title of affiant) (Corporate Seal)

AIMEE NEWSHAM
NOTARY PUBLIC
NEW JERSEY
MY COMMISSION EXPIRES 10-23-2018

**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.

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

City Clerk File No. Res. 14.328

Agenda No. 10.Z.10

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALL STAR RENTAL, INC. FOR THE RENTAL OF TENTS, TABLES AND CHAIRS FOR VARIOUS MAYORAL EVENTS AND FESTIVITIES FOR THE DIVISION OF CULTURAL AFFAIRS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for **the Rental of Tents, Tables and Chairs**; and

WHEREAS, as per N.J.S.A. 40A:11-6.l(a) three (3) quotes were solicited and obtained one (1) proposal, with the lowest, responsive and responsible being that from All Star Rental Inc.91 Willett Street, Suite 7, Passaic, New Jersey 07055 in the total amount of **Eighteen Thousand Five Hundred Dollars ($18,500.00)**; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of Residents Response Center, Division of Cultural Affairs has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the contract shall be effective as of January 1, 2014 through December 31, 2014; and

WHEREAS, funds in the amount of $2,500.00 are available in **Cultural Affair's Operating Account.**

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-111-324	113046	$18,500.00	$2,500.00

(Continue on page 2)

City Clerk File No. Res. 14.328

Agenda No. 10.Z.10 MAY 14 2014

TITLE

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ALL STAR RENTAL, INC. FOR RENTAL OF TENTS, TABLES AND CHAIRS FOR VARIOUS MAYORAL EVENTS AND FESTIVITIES FOR THE DIVISION OF CULTURAL AFFAIRS

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

1. A contract in the amount of $18,500.00 for the Rental of Tables, Chairs, Tents is awarded to All Star Rental Inc. and the Purchasing Agent is directed to have such a contract drawn up and executed;

2. Upon certification by an official or employee of the City authorized to administer the contract that the services have been provided and that the requirements of the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

4. Pursuant to N.J.A.C. 5:34-5.3(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 fiscal year permanent budget; and be further

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $2,500.00 are available in **Cultural Affair's Operating Account.**

Account	PO #	Total Contract	Temp Encumbrance
01-201-20-111-324	113046	$18,500.00	$2,500.00

Patricia M. Vega for: P. Folgado, QPA

Patricia M Vega for: Peter Folgado,
Director of Purchasing, QPA, RPPO

Donna Mauer,
Chief Financial Officer

pv
3/24/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Rental of Tables, Chairs, Tents, etc. for various Mayoral events and Festivals.

Project Manager

Department/Division	Resident Response Center	Cultural Affairs
Name/Title	Althea Bernheim	Director
Phone/email	201-547-4900	abernheim@jcmj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Rental of Tables, Chairs, Tents, etc. for various Mayoral events and Festivals.

Cultural Affairs oversees and facilitates between 115 and 130 festivals and events for the Mayor's Office per year which requires tables, chairs, tents, etc. rentals.

This resolution would efficiently combine all of these individual rentals from All Star Rentals, Inc. into one annual contract allowing for the smooth and expedited rentals as needed.

Cost (Identify all sources and amounts)

$18,500.00

Contract term (include all proposed renewals)

January 1, 2014 – December 31, 2014

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

[signature] 3/31/14

Signature of Department Director **Date**

Patricia M Vega for: P. Falgoski, DPA 4.2.14

Signature of Purchasing Director **Date**

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

REQ NO. 0165447

PO # 113046

DEPT/DIV: CULTURAL AFFAIRS

SUBJ: RENTAL OF TENTS, TABLES, CHAIRS

GOODS & SERVICES NON BIDS	Amending	Emergcy	EUS	GSA	Ord	P2P	Prof Srvc	SC	Lib	Reso
Quote/Proposal/Agreement						X				
EEO/AA Compliance						X				
BRC/Validation						X				
Pay-to-Play, Political Contribution/B.E.D.						X				
Legislative Fact Sheet						X				
Other: Determination of Value						X				

Notes:

BIDS	Goods & Srvcs	Construcion	RFP's	RFQ's	Reso	Amending
Proposal Page/Amounts						
EEO/AA Compliance						
BRC/Validation						
Certification Regarding Suspension/Debarment						
Legislative Fact Sheet/ Determination of Value						

Notes:

DETERMINATION OF VALUE CERTIFICATION

I, Althea Bernheim, of full age, hereby certify the following:

1. I am the Director of the Department of Resident Response Center, Division of Cultural Affairs for the City of Jersey City.

2. The City requires Renting Tables, Chairs, Tents for various Mayoral events and festivities.

3. The City informally solicited quotations for the rental of tables, chairs and tents.

4. The administration's recommendation is to award a contract to All Star Rental Inc.

6. The cost of the Contract exceeds $17,500.00.

7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

x 3/26/14
Date

Althea Bernheim, Director Resident Response Center
Division of Cultural Affairs

QUOTATION ANALYSIS SHEET

DATE	2/20/2014	VENDOR NAME		all star		content party		always	
REQ. NO	R0164905			rentals		rentals		perfection	
DIV/DEPT	cultural affairs			UNIT	EXT	UNIT	EXT	UNIT	EXT
ITEM #	DESCRIPTION	QTY	UNIT	COST	AMT	COST	AMT	COST	AMT
1	rental of tents tables chairs	1	EA	$33,358.00	$33,358.00	$32,196.75	$32,196.75	$0.00	$0.00
2	etc for festivals events etc		EA		$0.00		$0.00		$0.00
3	01/01/14 -12/31/14		EA		$0.00		$0.00		$0.00
4			EA		$0.00		$0.00		$0.00
5	see attached list		EA		$0.00		$0.00		$0.00
6			EA		$0.00		$0.00		$0.00
7	content party do not quote on 3		EA		$0.00		$0.00		$0.00
8	items		EA		$0.00		$0.00		$0.00
9			EA		$0.00		$0.00		$0.00
10	fax on 01/31/14		EA		$0.00		$0.00		$0.00
11	e-mail 02/18/14		EA		$0.00		$0.00		$0.00
12	always perfection no bid		EA		$0.00		$0.00		$0.00
13	cultural affairs is very happy		EA		$0.00		$0.00		$0.00
14	with the service of all star		EA		$0.00		$0.00		$0.00
15			EA		$0.00		$0.00		$0.00
16			EA		$0.00		$0.00		$0.00
			SUB-TOTAL		$33,358.00		$32,196.75		$0.00
			SHIPPING/HANDLING		$0.00		$0.00		$0.00
			TOTAL		$33,358.00		$32,196.75		$0.00

BUYER'S NOTES:

Req. #0164905

VENDOR NAME: CONTENT PARTY RENTALS

For furnishing and delivering, to the City of Jersey City, Dept. of Health & Human Services, in-strict accordance these specifications the items listed herein: **Rental of Chairs, Tables, Tents, Etc.** with the approved equal from January 1, 2014 through December 31, 2014

Item No.	Quantity	Part Description	Unit Price	Extended Price
1.	3,000	Folding Chairs ~~-Black or White~~ IVORY	1.50	4,500.00
2.	200	Tables: Rectangular 6' x 30"	7.25	1,450.00
3.	400	Tables: Rectangular 8' x 30"	8.00	3,200.00
4.	40	Tables: 30" Round Tall Cocktail	9.00	360.00
5.	30	Tents: 10' x 10'	125.00	3,750.00
6.	25	Tents: 15' x 15'	199.00	4,975.00
7.	12	Tents: 20' x 20'	299.00	3,588.00
8.	4	Tents: 30' x 30'	515.00	2,060.00
9.	4	Tents: 30' x 60'	995.00	3,980.00
10.	40	Linens: 72" x 120" Banquet Table Cloth (various colors)	9.90	396.00
11.	45	Linens: 96" Round Table Cloth (various colors)	9.95	447.75
12.	30	Linens: 52" x 52" Square Table Cloth (various colors)	6.00	180.00
13.	70	Linens: 14" Linens Skirts w/clips (various colors)	23.00	1,610.00
14.	20	Linens: 54" x 108" Plastic Table Cover (various colors)	3.25	65.00
15.	20	Linens: 14" Plastic Skirt (various colors)	N/A	
16.	10	Platform Skirting (various colors)	23.00	230.00
16.	10	Platform Step Unit with Safety Railing	20.00	200.00
18.	10	Platform Staging 4' x 8', Height: 8' x 12' x 12"	75.00	750.00
* 19.	300	White Vinyl Cathedral Side Walling		
** 20.	8	Pipe & Drape backdrop, Height: 8"		
21.	6	Accessories: Light with extra Cord - TRACK LITE	55.00	330.00
22.	4	Accessories: Royal Velvet Rope (various colors	4.50	18.00
23.	4	Accessories: Chrome Stanchions	8.75	35.00
24.	6	Accessories: Patio Lights	N/A	
25.	4	Accessories: Coat Rack	18.00	72.00
		TOTAL ESTIMATED AMOUNT		

* SIDEWALL IS $4.50 PER LINEAR FOOT

** 8' High PIPE + DRAPE IS $3.50 PER LINEAR FOOT

$ 32,196.75

Req. #0164905

VENDOR NAME: ALL STAR RENTALS INC
61 WILLETT ST SUITE 7 PASSAIC NJ 07055

For furnishing and delivering, to the City of Jersey City, Dept. of Health & Human Services, in-strict accordance these specifications the items listed herein: **Rental of Chairs, Tables, Tents, Etc.** with the approved equal from January 1, 2014 through December 31, 2014

Item No.	Quantity	Part Description	Unit Price	Extended Price
1.	3,000	Folding Chairs – Black or White	1.50	4,500.00
2.	200	Tables: Rectangular 6' x 30"	8.00	1600.00
3.	400	Tables: Rectangular 8' x 30"	9.00	3600.00
4.	40	Tables: 30" Round Tall Cocktail	10.00	400.00
5.	30	Tents: 10' x 10'	110.00	3,300.00
6.	25	Tents: 15' x 15'	200.00	5,000.00
7.	12	Tents: 20' x 20'	300.00	3600.00
8.	4	Tents: 30' x 30'	525.00	2100.00
9.	4	Tents: 30' x 60'	1000.00	4000.00
10.	40	Linens: 72" x 120" Banquet Table Cloth (various colors)	9.50	380.00
11.	45	Linens: 96" Round Table Cloth (various colors)	10.00	450.00
12.	30	Linens: 52" x 52" Square Table Cloth (various colors)	8.00	240.00
13.	70	Linens: 14" Linens Skirts w/clips (various colors)	21.00	1470.00
14.	20	Linens: 54" x 108" Plastic Table Cover (various colors)	3.50	70.00
15.	20	Linens: 14" Plastic Skirt (various colors)	9.00	180.00
16.	10	Platform Skirting (various colors)	4.00	40.00
16.	10	Platform Step Unit with Safety Railing	40.00	400.00
18.	10	Platform Staging 4' x 8', Height: 8' x 12' x 12"	60.00	600.00
19.	300	White Vinyl Cathedral Side Walling	1.00	300.00
20.	8	Pipe & Drape backdrop, Height: 8"	5.00	40.00
21.	• 6	Accessories: Light with extra Cord	50.00	300.00
22.	4	Accessories: Royal Velvet Rope (various colors	5.00	20.00
23.	4	Accessories: Chrome Stanchions	9.00	36.00
24.	• 6	Accessories: Patio Lights	50.00	300.00
25.	4	Accessories: Coat Rack	18.00	72.00
		TOTAL ESTIMATED AMOUNT		33,358.00

CITY OF JERSEY CITY

Division of Cultural Affairs

Jersey City Division of cultural affairs

MEMORANDUM

DATE: April 30, 2014

TO: **Patricia Vegas, Purchasing**

CC: File

FROM: Catherine Deadwyler – Cultural Affairs C.D.

SUBJECT: **EEO/AA Forms – PO #113046**

Attached please find the EEO/AA forms for "All Star Rentals, Inc.' PO #113046.

Thank you in advance for your prompt attention to this matter.

Any questions please call me at (201) 547-4656.

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0083576 FOR ALL STAR RENTALS INC. IS VALID.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
ALL STAR RENTALS INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#
0083576

ADDRESS
61 WILLETT ST
PASSAIC NJ 07055

ISSUANCE DATE:
09/13/01

EFFECTIVE DATE:
03/10/95

Patricia A. Chiacchio
Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

Election Fund for Steven Fulop (2013)	**Frank Gajewski for Council**
Team Fulop	**Friends of Khemraj "Chico" Ramchal**
Team Fulop Runoff	**Councilperson Richard Boggiano**
Lavarro for Council	**Michael Yun for Council**
Councilperson Joyce E. Watterman	**Councilperson Candice Osborne**
Councilperson Daniel Rivera	**Diane Coleman for Council**

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
RICHARD J DRUM	150 MAPLE ROAD FRANKLIN NJ 07416

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: ALL STAR RENTALS INC.
Signed: [signature] Title: PRESIDENT
Print Name: RICHARD DRUM Date: 4/2014

Subscribed and sworn before me this 23 day of April, 2014
My Commission expires: July 24 2015

[signature] (Affiant)
Daisy C. Alvarez AVP
(Print name & title of affiant) (Corporate Seal)

DAISY C. ALVAREZ
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 24, 2015

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	ALL STAR RENTALS, INC	
Address:	161 WILLETT ST SUITE #7	
City: PASSAIC	State: NJ	Zip: 07055

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
Richard J Drum	RICHARD J DRUM	PRESIDENT

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): RICHARD J DRUM

Representative's Signature: [signature]

Name of Company: ALL STAR RENTALS INC.

Tel. No.: 973 591-1333 **Date:** 4/2014

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 All Star Rentals 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 All Star Rentals 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: All Star Rentals Inc.

Signed _____ Title: VP

Print Name Geralyn Rend Date: 4/2014

Subscribed and sworn before me
this 23 day of April, 2014.
My Commission expires:

_____ (Affiant)

Daisy C Alvarez Ave
(Print name & title of affiant) (Corporate Seal)

DAISY C ALVAREZ
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 24, 2015

**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.

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

City Clerk File No. Res. 14.329

Agenda No. 10.Z.11

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PSS, INC. FOR THE PURCHASE OF DISPOSABLE BLANKET AND PILLOWS FOR THE OFFICE OF EMERGENCY MANAGEMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited quotes for **Disposable Blankets and Pillows**; and

WHEREAS, as per N.J.S.A. 40A:11-6.1(a) quotes were solicited and obtained (3) three proposals, with the lowest responsible being that from PSS, Inc., 208 Passaic Avenue, Suite 2, Fairfield, New Jersey 07004 in the total amount of **Eighteen Thousand Six Hundred Twenty One Dollars and Fifty One Cents ($18,621.51)**; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Office of Emergency Management has determined and certified in writing that the value of the contract will exceed $17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

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

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of $18,621.51 are available in the **Hurricane Sandy Operating Account No. 01-272-55-000-043.**

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

1. A contract in the amount of **$18,621.51** for disposable blankets and pillows is awarded to PSS, Inc. and the Purchasing Agent is directed to have such contract drawn up and executed;

2. Upon certification by an official or employee of the City authorized to administer the contract met, payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

City Clerk File No. Res. 14.329

Agenda No. 10.Z.11

TITLE: MAY 14 2014

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PSS, INC. FOR THE PURCHASE OF DISPOSABLE BLANKET AND PILLOWS FOR THE OFFICE OF EMERGENCY MANAGEMENT

3. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of $18,621.51 are available in the **Hurricane Sandy Operating Fund Account.**

Account Number	PO Number	Amount
01-272-55-000-043	111953	$18,621.51

Peter Folgado,
Director of Purchasing, QPA,RPPO

Donna Mauer,
Chief Financial Officer

PF/pv
12/5/13

APPROVED: _____
Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0 5.14.14

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

LEGISLATIVE FACT SHEET

This summary sheet is to be attached to the front of the 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 AWARD OF A CONTRACT TO PSS, INC. FOR THE PURCHASE OF DISPOSABLE BLANKET AND PILLOWS FOR THE OFFICE OF EMERGENCY MANAGEMENT

2. **Name and title of person initiating ordinance/resolution, etc.:**
   Walter Kierce, Director of the Jersey City Office of Emergency Management & homeland Security

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

   Disposable blankets and pillows used during an emergency.

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

   Ensuring adequate supplies are available relevant to city-wide emergency preparedness

   RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PSS, INC. FOR THE PURCHASE OF DISPOSABLE BLANKET AND PILLOWS FOR THE OFFICE OF EMERGENCY MANAGEMENT

5. **Anticipated benefits to the community:**
   Enhanced state of preparedness.

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

   The cost of this Pay-to-Play contract is Eighteen Thousand, Six Hundred Twenty One Dollars and Fifty One Cents ($18,621.51).

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

   Upon adoption by the Jersey City Municipal Council.

8. **Anticipated completion date:**

   Proposed items will be procured upon approval of the Municipal council.

9. **Person responsible for coordinating proposed program, project, etc.:**
   Walter Kierce, Director, Jersey City Office of Emergency Management.& Homeland Security.

10. **Additional comments:**
    Resolution proposed at the recommendation of the Director of Office of Emergency Management & homeland Security.

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: 12/5/13

Peter Folgado, Director of Purchasing, QPA, RPPO — Date: 12/9/13

DETERMINATION OF VALUE CERTIFICATION

I, Walter Kierce, of full age, hereby certify the following:

1. I am the Director of the Office of Emergency Management.

2. The City requires disposable blankets and pillows for the Jersey City Office of Emergency Management.

3. The City informally solicited quotations for disposable blankets and pillows.

4. The administration's recommendation is to award a contract to PSS, Inc.

6. The cost of the Contract exceeds $17,500.00.

7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

12/6/13
Date

Walter Kierce, Director
Jersey City Office of Emergency Management

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0094728 FOR PSS WORLD MEDICAL, INC. IS VALID.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

Election Fund for Steven Fulop (2013)	**Frank Gajewski for Council**
Team Fulop	**Friends of Khemraj "Chico" Ramchal**
Team Fulop Runoff	**Councilperson Richard Boggiano**
Lavarro for Council	**Michael Yun for Council**
Councilperson Joyce E. Watterman	**Councilperson Candice Osborne**
Councilperson Daniel Rivera	**Diane Coleman for Council**

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

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:_____
Signed:_____ Title:_____
Print Name:_____ Date:_____

Subscribed and sworn before me this ___ day of
_____, 2__.

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant) (Corporate Seal)

See attached for signature

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 PSS World Medical, Inc dba Physician Sales & Services (name of business entity) has not made any reportable contributions in the **one-year period preceding no contract order for disposable blanket/pillow (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 no 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: PSS World Medical, Inc dba Physician Sales & Services

Signed [signature] Title: Proposal Manager

Print Name Cindy Ince Date: 5-6-2014

Subscribed and sworn before me
this 10th day of May, 2014.
My Commission expires: 1-31-2015

[signature]
(Affiant)

Jill E. Johns No Seal
(Print name & title of affiant) (Corporate Seal)

JILL E. JOHNS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

**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.

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 PSS World Medical, Inc dba Physician Sales & Services (name of business entity) has not made any reportable contributions in the **one-year period preceding no contract order for disposable blanket/pillow (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 no 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: PSS World Medical, Inc dba Physician Sales & Services

Signed [signature] Title: Proposal Manager

Print Name Cindy Ince Date: 5-6-2014

Subscribed and sworn before me
this 10th day of May, 2014.
My Commission expires: 1-31-2015

[signature]
(Affiant)

Jill E. Johns No Seal
(Print name & title of affiant) (Corporate Seal)

JILL E. JOHNS
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

**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.

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0094728 FOR PSS WORLD MEDICAL, INC. IS VALID.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

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

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:_____
Signed:_____ Title:_____
Print Name:_____ Date:_____

Subscribed and sworn before me this ____ day of
_____, 2___.

_____
(Affiant)

My Commission expires:

_____
(Print name & title of affiant) (Corporate Seal)

See attached for signature

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	PSS World Medical, Inc.		
Address:	4345 Southpoint Blvd.		
City: Jacksonville	State: FL	Zip: 32216	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[signature]	Bill Blanchfill	SVP + Chief Compliance Officer
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE	NONE	N/A	$ N/A

☐ Check here if the information is continued on subsequent page(s)

PB-ODF.1 R4/29/96

OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
STATE OF NEW JERSEY
33 W. STATE ST., 9TH FLOOR
PO BOX 230
TRENTON, NEW JERSEY 08625-0230

BID NUMBER N/A

BIDDER: PSS World Medical, Inc:
dba, Physisian Sales & Services

INSTRUCTIONS : Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
See attached				

INSTRUCTIONS : Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

If there are no owners with 10% or more interest in your firm, enter "None" below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
PSS World Medical, Inc.				100% Direct
McKesson Corporation				100% Indirect

COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	○	●
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	○	●
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance.)	○	●
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)	○	●
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance.)	○	●

CERTIFICATION : I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing **obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: Physician Sales & Service

Address: 4345 Southpoint Blvd.
Jacksonville, FL 32216

FEIN/SSN#: 59-2280364

Brandy Fournet (Signature)

PRINT OR TYPE: Brandy Fournet (Name)

PRINT OR TYPE: Director, Compliance & Ethics (Title)

Date 04/09/14

DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

Investigation
Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

Person or Entity	Date of Inception	Brief Description	Disposition/Status (if applicable)	Bidder Contact Name and Telephone Number for additional information
		NONE		

Litigation/Administrative Complaints
Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

Person or Entity	Date of Inception	Caption of the Action	Brief Description of the Action	Current Status/ Disposition, (if applicable)	Bidder Contact Name and Telephone Number for additional information
		NONE			

McKESSON

Officers Information for: PSS World Medical, Inc & Subidiaries

Name	Stanton J. McComb
Title	Director & President
Work Address	8741 Landmark Rd, Richmond VA 23228

Name	Willie C. Bogan
Title	Director / VP & Secretary
Work Address	One Post St, San Francisco CA 94104

Name	Todd E. Baldanzi
Title	Director / VP & Treasurer
Work Address	8741 Landmark Rd, Richmond VA 23228

MACBRIDE PRINCIPLES FORM

BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MACBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

_✓_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_✓_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature: _____ **Date:** 4/11/2014

Print Name: Cindy Ince **Title:** Proposal Manager

Firm Name: PSS World Medical, Inc. dba, Physician Sales & Services

AFFIRMATIVE ACTION SUPPLEMENT

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	BID NUMBER: N/A NAME OF BIDDER: Physician Sales & Service

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS: No contract

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;

2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.

3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127,AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.

5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.

7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- ( ) **I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).**
- ( ) **I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).**
- (•) **I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.**

REV. 12/98

PSS Companies

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
Division of Contract Compliance & Equal Employment Opportunity
VENDOR ACTIVITY SUMMARY REPORT

☐ NEW HIRES ☐ PROMOTIONS ☐ TRANSFERS ☐ TERMINATIONS (CHECK (X) APPROPRIATE ACTIVITY)

CERTIFICATE NO. _____

DATES OF PAYROLL PERIOD USED: FROM 3/16/14 TO 3/29/14

NAME OF FACILITY:
PSS World Medical, Inc. dba Physician Sales & Services

Street City County State Zip Code
4345 Southpoint Blvd, Jacksonville, FL 32216

JOB CATAGORIES	MALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.	FEMALE Total	Black	Hispanic	AM. Indian	Asian	Non-Min.
OFFICIALS & MANAGERS	224	17	14	0	3	189	53	4	3	0	0	45
PROFESSIONALS	111	5	6	0	1	97	69	4	2	1	1	60
TECHNICIANS	6	0	2	0	2	2	4	0	1	0	0	3
SALES WORKERS	615	8	18	1	4	579	105	1	4	0	1	98
OFFICE & CLERICAL	86	12	16	0	2	55	220	48	28	0	0	138
CRAFTWORKERS	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	935	261	187	13	23	434	112	39	26	0	6	39
LABORERS	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1978	303	243	14	35	1357	563	96	64	1	8	383

I certify that the information on this Form is true and correct.

NAME OF PERSON COMPLETING FORM (Print or Type). SIGNATURE DATE SUBMITTED

LAST FIRST MI
Ince, Cindy

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP) PHONE (AREA CODE, NO., EXTENSION)
8121 10th Avenue North, Golden Valley, MN 55427 800-328-8111 x 56960

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): Cindy Ince, Proposal Manager

Representative's Signature:

Name of Company: PSS World Medical, Inc. dba Physician Sales & Services

Tel. No.: 877-583-9931 **Date:** 4/11/2014

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Cindy Ince, Proposal Manager
Representative's Signature: _____
Name of Company: PSS World Medical, Inc. dba Physician Sales & Services
Tel. No.: 877-583-9931 **Date:** 4/11/2014

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : PSS World Medical, Inc. dba Physician Sales & Services

Address : 4345 Southpoint Blvd, Jacksonville, FL 32216

Telephone No. : 877-583-9931

Contact Name : Cindy Ince

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: PSS World Medical, Inc. dba Physician Sales & Services

Address: 4345 Southpoint Blvd, Jacksonville, FL 32216

Telephone No. : 877-583-9931

Contact Name: Cindy Ince

Please check applicable category:

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business (MWBE)

_____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

RESOLUTION CHECKLIST

☒ GOODS & SERVICES - NON BIDS

☐ BIDS

01

REQ NO. 0163831

PO # 111953

DEPT/DIV: OEM

SUBJ: DISPOSABLE BLANKETS & PILLOWS

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement						X				
EEO/AA Compliance										
BRC/Validation						X				
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value						X				

NOTE: [illegible] be completed by 2/16/13.

BIDS

	Goods & Services	Construction	RFP's	RFQ's	Resolution
Proposal Page/Amounts					
EEO/AA Compliance					
BRC/Validation					
Certification Regarding Suspension/Debarment					
Legislative Fact Sheet/ Determination of Value					

Notes:

P.O. NO.	111953	PSS, INC.				VE RALPH & SONS		MOORE MEDICAL	
REQ. NO.	163831	MICHAEL FIX							
DIV/DEPT	OEM	973-775-8600						800-234-1464	
ITEM #	DESCRIPTION	QTY	UNIT	UNIT COST	EXT AMT	UNIT COST	EXT AMT	UNIT COST	EXT AMT
1	DISPOSABLE BLANKETS (2500)		EA	$ 49.50	$ 6,244.92	$ 62.50	$ 15,625.00	$ 57.59	$ 14,397.50
2	PILLOWS (2500)		EA	$ 29.88	$ 12,375.00	$ 3.65	$ 9,125.00	$ 6.52	$ 16,300.00
3	FUEL SURCHARGE		EA	$ 1.59	$ 1.59	$ -	$ -	$ -	$ -
4				$ -	$ -	$ -	$ -	$ -	$ -
5				$ -	$ -	$ -	$ -	$ -	$ -
6				$ -	$ -	$ -	$ -	$ -	$ -
7				$ -	$ -	$ -	$ -	$ -	$ -
8				$ -	$ -	$ -	$ -	$ -	$ -
9				$ -	$ -	$ -	$ -	$ -	$ -
10				$ -	$ -	$ -	$ -	$ -	$ -
11				$ -	$ -	$ -	$ -	$ -	$ -
12				$ -	$ -	$ -	$ -	$ -	$ -
13				$ -	$ -	$ -	$ -	$ -	$ -
14				$ -	$ -	$ -	$ -	$ -	$ -
15				$ -	$ -	$ -	$ -	$ -	$ -
		SUB-TOTAL			$ 18,621.51		$ 24,750.00		$ 30,697.50
	SHIPPING/HANDLING				$ -		$ -		$ -
		TOTAL			**$ 18,621.51**		**$ 24,750.00**		**$ 30,697.50**

NOTES:

mooremedical
Supporting Health & Care

QUOTATION

1690 New Britain Ave. | Farmington, CT 06032 | Phone: 800.234.1464

Customer Number - 21411917
Office of Emergency Mgmt
715 Summit Ave
JERSEY CITY, NJ 07307
Attention: D Baker

PO No.
RFQ No. 0163831
Quotation No. 740434

Eff. Date 11/04/2013
Exp. Date 12/04/2013
Sales Rep

Item #	Description	Country	Size	Package	U/M	Qty	Unit Price	Extended Price
77787	Comfort1 Disp Blanket 50x84	Unknown	50" x 84"	Case/10	CS	250	$ 57.59	$ 14,397.50
97154	Moisture Proof Pillow MSC216	Unknown		Each	EA	2500	$ 6.52	$ 16,300.00
91422	Pillow 20x26 Polyfiber	China, USA	20" x 26"	Each	EA	1	$ 4.07	$ 4.07
							Total	**$ 30,701.57**

Comments:

Terms and Conditions:

- Unless otherwise specifically stated in this price quote, all prices shown are good for 30 days from the date of this price quote.
- Notwithstanding the foregoing, price quotes may change without notice due to cost increases by product manufacturers.
- Price quotes exclude other customary charges, taxes and fees. See Terms and Conditions for details.
- Special Order items and certain other product purchases, including vaccines are not returnable.
- Applicable sales tax will be calculated at time of invoice.

See our full Terms & Conditions at:www.mooremedical.com/terms

PHYSICIAN SALES & SERVICE®
EXPERTISE **DELIVERED.**

Customer Quote

Bill To
JERSEY CITY EMT QUOTE

JERSEY CITY, NJ 07302

BUYER LOUIS

Ship To

Attention:

Sales Representative
Thomas Quinn
tquinn@pssd.com
Phone: (973) 903-8969
Fax:

Date
October 28, 2013

Items

	Item #	Qty	Manufacturer	Part No.	Item Description	UOM	Price	Ext Price	
	7	209	PLW	51107-551	PILLOW DISP 17X23 12	CS	$29.88	$6,244.92	12 PER CASE
	271610	250	GRAHAM MEDICAL	62292	BLANKET 50X84 COMFORT1 10/CS	CS	$49.50	$12,375.00	10 PER CASE
							$79.38	$18,619.92	
					FUEL SURCHARGE			$1.59	
					TOTAL			$18,621.51	

Our Purpose: Strengthen the clinical success and financial health of caregivers by solving their biggest problems. | Our Mission: Improve caregivers' financial performance by 20%
PSS World Medical | Physician Sales and Service
MyPSS Catalog
Corporate Offices: 4345 South Point Boulevard, Jacksonville, Florida 32216 | ©2013 PSS World Medical, Inc. All Rights Reserved.
Compliance statement: This quote is good for 30 days unless otherwise indicated. Promotions and other special offers are subject to change without notice.

V.E. RALPH & SON, INC.

P.O. Box 633 · 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633
TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196
FAX: (201)997-6556

QUOTE NO. 49244

DATE 10/15/13

TO: 143960
JERSEY CITY OEM
ATTN: ACCOUNTS PAYABLE
715 SUMMIT AVENUE
JERSEY CITY, NJ 07306

SHIP TO
JERSEY CITY OEM
ATTN: MARTY VALENTI
715 SUMMIT AVENUE
JERSEY CITY, NJ 07306

TEL #: 201-240-5292 FAX #: E-MAIL

CONTACT	TERMS	ESTIMATED SHIP DATE	FOB
MARTY VALENTI	NET 30 DAYS	20-45 DAYS ARO	KEARNY

QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
2500	EA	SDC52038	COMFORT 1 EMS BLANKET - GRAHAM MEDICAL 50" X 84" **THESE ARE SINGLE USE DISPOSABLE BLANKETS THAT ARE INDIVIDUALLY WRAPPED**	6.25	15,625.00
2500	EA	PM162210	POLYESTER PILLOW 16"X 22"	3.65	9,125.00
			SPECIAL DISCOUNTED PRICING **FREIGHT FREE SHIPMENT** **MVALENTI@NJJCPS.ORG**		

PRICES ARE GUARANTEED THROUGH: 11/14/13

TOTAL 24,750.00

QUOTED BY: MIKE PELUSO

Serving The People Who Serve The People Since 1946.

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

City Clerk File No. Res. 14.330

Agenda No. 10.Z.12

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SPINCUBE INC. LENOVO SERVERS, SWITCHES AND HARDWARE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/SUPPORT SERVICE)

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, on February 5, 2014 the Public Safety Communications Center experienced a power failure of the UPS system. As a result numerous servers, switches and other hardware vital to operations needed to be replaced; 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, Spincube, Inc. 3571 JFK Boulevard, Jersey City, New Jersey 07307 is an authorized dealer and distributor of Lenovo USA, Inc. in possession of State Contract No. **A70263**, submitted a proposal for **Lenovo Computer Equipment**; and

WHEREAS, funds are available for this contract in **Department of Public Safety (Police) Operating Fund;**

Account	P.O. #	State Contract	Total Contract
01-201-25-240-402	113416	A70263	$ 5,575.80
01-201-25-240-310	113367	A70263	$16,565.12
01-201-25-240-310	113366	A70263	$33,916.66
			$56,057.58

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 Spincube, Inc., 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

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res.14.330

Agenda No. 10.Z.12 MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SPINCUBE INC. LENOVO SERVERS, SWITCHES AND HARDWARE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/SUPPORT SERVICE)

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.

Account	P.O. #	State Contract	Total Contract
01-201-25-240-402	113416	A70263	$ 5,575.80
01-201-25-240-310	113367	A70263	$16,565.12
01-201-25-240-310	113366	A70263	$33,916.66
			$56,057.58

Approved by Patricia M Vega for P. Folgado, QPA 4.23.14
Patricia M. Vega, Principal Buyer, RPPS for:
Peter Folgado, Director of Purchasing, RPPO, QPA

pv
4/16/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO SPINCUBE INC. LENOVO SERVERS, SWITCHES AND HARDWARE UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY (POLICE/SUPPORT SERVICE)

Department/Division	Police	Public Safety
Name/Title	Sgt. John Tkaczyk	IT Commander
Phone/email	201-547-5997	jtkaczyk@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Emergency replacement of servers, switches and other hardware damaged during the power failure on February 5, 2014

Operating Funds $56,057.58

Type of award <bid, fair/open, non-fair/open, state contract>

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome A. Cole — 4/24/14

Signature of Department Director — **Date**

P. Vega for: P. Falgado, QPA — 4.28.14

Signature of Purchasing Director — **Date**

EMERGENCY CERTIFICATION FOR THE PUBLIC SAFETY COMMUNICATIONS CENTER

I James Shea, of full age, hereby certifies as follows:

1. I am the Public Safety Director of the City of Jersey City.

2. On Wednesday February 5, 2014, the Public Safety Communications Center experienced a power failure due to failure of the UPS system.

3. As a result of the Power failure, numerous servers, switches and other hardware vital to operations suffered severe damage.

4. The equipment replacement attached, is proprietary and cannot go out to bid or competitive quote.

5. This equipment is vital to public safety.

6. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 4-15-14

James Shea
Director of Public Safety
FOR JAMES Shea

Inter-Office Memorandum

Public Safety Communications & Technology Center

Date: May 7, 2014
To: City Council
From: Robert Baker, Sr., Fiscal/Operations Officer, Communications
Re: **Emergency Replacement of Servers**

The attached Resolution was submitted for Emergency Replacement of Vital Servers that was damaged during the power outage on February 4, 2014. Account 01-201-25-240-310 is utilized for Repair and Maintenance of Equipment and Contracts. The items requested in this Resolution were not budgeted for as they are the result of an unexpected event. This Resolution is utilizing budgeted monies from this account in order to expedite the repairs.

The 2014 budget amount for 01-201-25-240-310 is $2,176,492; this line covers Service Contracts, Maintenance and Repair of Equipment. Beginning balance in 310 was $1,083,360/expended is $764,175.35/Encumbered $316,687.32

The 2014 budget amount for 01-201-25-240-402 is $51,000; this line item is for computer upgrades. Beginning balance in 402 was $17,575.00/expanded $4,577.02/encumbered $12,150.41.

Servers being replaced due to damage by this Resolution:

- Police CAD (Computer-Aided Dispatch) & Reporting Server
- SQL (Structured Query Language) Server
- Web Server
- ALPR (Automated License Plate Reader) Storage Server.

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1847646 FOR SPINCUBE INC. IS VALID.

PUBLIC SAFETY COMMUNICATIONS CENTER

DEPARTMENT REQUISITION

Date: *March 21, 2014*

The following supplies are required for use by the **Computer Unit** ***at the following locations: Bishop Street***

Computer Unit – JCPSCC, 73-85 Bishop Street

Item No.	*Quantity:*	*Article:*	*Remarks/Price:*
		Replacement Workstations	
1	**1**	**Lenovo Custom Built to Order Think Centre**	**$1,707.48**
		M93z 17, 18gb TBSSHD	
2	**2**	**Lenovo Custom Built To Order Think**	**$1605.48 Ea.**
		Centre M93z 17, 8gb TBSSHD	
3	**3**	**Lenovo LT2323pwa 23" Wide LCD**	**$219.12 Ea.**
		Monitor	
			Total $ 5,575.80
		Vendor:	
		SpinCube Inc.	
		3571 Kennedy Blvd	
		Jersey City, NJ 07307	
		Phone: 201-741-8811/ fax: 201-221-7617	

01-201-25-240-402

Comm

Requ
Actin
Fisca
Direc

SpinCUBE
All IT as a Service Provider

SpinCUBE Inc.
3571 Kennedy Blvd
Jersey City, NJ 07307
USA
Voice: 201-741-8811
Fax: 201-221-7617

lenovo FOR THOSE WHO DO.

Business Partner ID number
Authorized Reseller
Lenovo New Jersey WSCA/NASPO
Contract 70263 B27168

QUOTATION

Quote Number: JCPD-ITUNIT001
Quote Date: Mar 20, 2014
Page: 1

Quoted To:

JERSEY CITY COMMUNICATIONS CENTER
75 BISHOP ST
Jersey City, NJ 07302
USA

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
JCPS-PD	4/19/14	Net 30 Days	Alberto Scalia

Quantity	Item	Description	Unit Price	Amount
1.00	10CCTO1WW16	Lenovo Custom Built To OrderThinkCentre M93z I7, 8gb ITBSSHD List $2.511.00	1,707.48	1,707.48
2.00	10CCTO1WW8	Lenovo Custom Built To OrderThinkCentre M93z I7, 8gb ITBSSHD List $2.361.00	1,605.48	3,210.96
3.00	3024HC1	LENOVO LT2323PWA 23" WIDE LCD MONITOR IIST 249.00	219.12	657.36

Subtotal	5,575.80
Sales Tax	
TOTAL	5,575.80

lenovo BUSINESS PARTNER

PUBLIC SAFETY COMMUNICATIONS CENTER

DEPARTMENT REQUISITION

Date: *March 21, 2014*

The following supplies are required for use by the **Computer Unit** ***at the following locations: Bishop Street***

Computer Unit – JCPSCC, 73-85 Bishop Street

Item No.	*Quantity:*	*Article:*	*Remarks/Price:*
		Replacement ALPR System Storage	
1	**1**	**Lenovo Storage JBOD Storage as 120 48TB**	**$14,983.76**
		List $17,027 Approx 40TB usable	
2	**3**	**Lenovo 6gb sas Raid hba List $599**	**527.12 Ea.**
			Total $16,565.12
		Vendor:	
		SpinCube	
		3571 Kennedy Blvd	
		Jersey City, NJ 07304	
		Phone; 201-741-8811 / Fax: 201-221-7617	

Comments: Replacement ALPR System Storage For Equipment Damaged In The **Power Outage and Surge**

Requested By:
Acting Director:
Fiscal Officer:
Director of Public Safety:

SpinCUBE
All IT as a Service Provider

SpinCUBE Inc.
3571 Kennedy Blvd
Jersey City, NJ 07307
USA
Voice: 201-741-8811
Fax: 201-221-7617

lenovo FOR THOSE WHO DO.

Business Partner ID number 1213970455
Authorized Reseller
Lenovo New Jersey WSCA/NASPO
Contract 70263 B27168

QUOTATION

Quote Number: JCPD-ITUNIT-LPR01
Quote Date: Feb 1, 2014
Page: 1

Quoted To:
JERSEY CITY COMMUNICATIONS CENTER
75 BISHOP ST
Jersey City, NJ 07302
USA

Drop Shipment

Customer ID	Good Thru	Payment Terms	Sales Rep
JCPS-PD	3/3/14	Net 30 Days	Alberto Scalia

Quantity	Item	Description	Unit Price	Amount
1.00	70f00003UX	LENOVO STORAGE JBOD STORAGE AS120 48TB LIST $17,027 approx 40tb usable	14,983.76	14,983.76
3.00	4XB0F28645	Lenovo 6gb sas Raid hba List $599	527.12	1,581.36
			Subtotal	16,565.12
			Sales Tax	
			TOTAL	16,565.12

lenovo BUSINESS PARTNER

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1847646 FOR SPINCUBE INC. IS VALID.

Revenue NJBGS

New Jersey Division of Revenue

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1847646 FOR SPINCUBE INC. IS VALID.

SpinCUBE
All IT as a Service Provider

SpinCUBE Inc.
3571 Kennedy Blvd
Jersey City, NJ 07307
USA
Voice: 201-741-8811
Fax: 201-221-7617

lenovo. FOR THOSE WHO DO.

Business Partner ID number 1213970455
Authorized Reseller
Lenovo New Jersey WSCA/NASPO
Contract 70263 B27168

QUOTATION

Quote Number: JCPD-ITUNIT-CLUSTRPL
Quote Date: Feb 1, 2014
Page: 1

Quoted To:

JERSEY CITY COMMUNICATIONS CENTER
75 BISHOP ST
Jersey City, NJ 07302
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
JCPS-PD	3/3/14	Net 30 Days	Alberto Scalia

Quantity	Item	Description	Unit Price	Amount
2.00	70ASCTO1WW	LENOVO CUSTOM BUILT TO ORDER R540 SERVER LIST $12,679	9,636.04	19,272.08
1.00	70F0CTO1WW	LENOVO CUSTOM BUILT TO ORDER STORAGE LIST $8,589	5,125.00	5,125.00
2.00	W2012DATACN	WINDOWS 2012 SERVER DATACENTER EDITION GOVERNMENT. LIST $4,907	4,759.79	9,519.58
			Subtotal	33,916.66
			Sales Tax	
			TOTAL	**33,916.66**

lenovo. BUSINESS PARTNER

5,9
28-30

PUBLIC SAFETY COMMUNICATIONS CENTER

DEPARTMENT REQUISITION

Date: *March 28, 2014*

The following supplies are required for use by the* Computer Unit *at the following locations: Bishop Street

Computer Unit – JCPSCC, 73-85 Bishop Street

Item No.	*Quantity:*	*Article:*	*Remarks/Price:*
		Replacement Servers	
1	**2**	**Lenovo custom Built To Order R540 Server**	**$9,636.04 Ea.**
2	**1**	**Lenovo Custom Built To Order Storage**	**$5,125.00**
3	**2**	**Windows 2012 Server Datacenter Edition**	**$4,759.79 Ea.**
		Emergency Repair Due To Power Failure	**33,916.66**
		01-201-25-240-310	

Comments: Replacement Servers Damaged in the Power Outage and Surge

Requested By:
Acting Director:
Fiscal Officer:
Director of Public Safety:

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

City Clerk File No. Res. 14.331

Agenda No. 10.Z.13

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO PIERCE MANUFACTURING FOR THE LEASE PURCHASE OF ONE (1) PIERCE SABER PUMPER AND ONE (1) PIERCE ARROW XT HI-VOLUME PUMPER THROUGH THE HOUSTON-GALVESTON INTERLOCAL COOPERATIVE CONTRACTS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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

WHEREAS, the Department of Public Safety, Division of Fire is in need of and desires to lease/purchase one (1) Pierce Saber Pumper and one (1) Pierce Arrow XT Hi-Volume Pumper; and

WHEREAS, Resolution 13.769 approved on November 13, 2013 authorized the City of Jersey City (City) to participate in the Houston Galveston Area Council Cooperative Purchasing System pursuant to N.J.S.A. 52:34-6.2; and

WHEREAS, the City of Jersey (City) and the Department of Public Safety, Division of Fire wish to purchase said Pumpers off of Bid Contract #FS12-13 from Pierce Manufacturing, Inc., 2600 American Drive Post Office Box 2017 Appleton, Wisconsin 54912-2017, for the sum of $965,303.16; and

WHEREAS, Pierce Manufacturing, Inc. intends to assign its contract with the City to Oshkosh Capital, Inc.; and

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

WHEREAS, pursuant to the terms of the lease agreement the first lease payment is not due until 12 months after the award of this contract; and

WHEREAS, the sum of $132,488.10 (One hundred thirty two thousand four hundred eighty eight dollars and ten cents) will be budgeted in the 2015 budget through the 2022 budget subject to the approval of the Municipal Council; and

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

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

RESOLVED, pursuant to N.J.A.C. 5:30-5.5(d), the award of this contract shall be subject to the availability and appropriation of sufficient funds in the Fiscal Year 2015 budget in account no. 01-201-25-265-316 and in subsequent fiscal year budgets; and be it further

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.331

Agenda No. 10.Z.13

TITLE: MAY 14 2014

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO PIERCE MANUFACTURING FOR THE LEASE PURCHASE OF ONE (1) PIERCE SABER PUMPER AND ONE (1) PIERCE ARROW XT HI-VOLUME PUMPER THROUGH THE HOUSTON-GALVESTON INTERLOCAL COOPERATIVE CONTRACTS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

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 subject to review and approval by Corporation council, the Mayor or Business Administrator is authorized to execute a lease agreement in substantially the form of the attached.

APPROVED: Jerome A. Cala
Jerome A. Cala, Assistant Director
Department of Public Safety

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO PIERCE MANUFACTURING FOR THE LEASE PURCHASE OF ONE(1) PIERCE SABER PUMPER AND ONE (1) PIERCE ARROW XT HI-VOLUME PUMPER THROUGH THE HOUSTON-GALVESTON INTERLOCAL COOPERATIVE CONTRACTS FOR THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE

Project Manager

Department/Division	Public Safety	Division of Fire
Name/Title	Jersome Cala	Deputy Director
Phone/email	201-547-4239	jcala@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of the lease/purchase for the Pierce Saber Pumper is to replace Engine 15, located at 200 Sip Avenue. Engine 15 is a 2001 Pierce pumper with over 100,000 miles.

The Pierce Arrow XT Hi-Volume Pumper will replace Engine 9, located at 697 Bergen Avenue, which is the busiest Engine Company in the City. Engine 9 is a 2003 Pierce Pumper with close to 100,000 miles.

In order to ensure the safety of the public, the Department of Public Safety needs to maintain and replace equipment in its aging fleet.

Cost (Identify all sources and amounts)

Annual in arrears from Operating

Contract term (include all proposed renewals)

8 year term

Type of award HGAC Cooperative

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Jerome C. Cala 3/31/14

Signature of Department Director **Date**

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

City Clerk File No. Res. 13.769

Agenda No. 10.Z.14

Approved: NOV 13 2013

TITLE:

RESOLUTION AUTHORIZING MEMBER PARTICIPATION IN THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING SYSTEM

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

WHEREAS, N.J.S.A.-52:34-6.2 authorizes a municipality to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and services; and

WHEREAS, the Houston Galveston Area Council (HGAC) is a nationally-recognized and accepted cooperative purchasing agreement that was developed utilizing a competitive bidding process; and

WHEREAS, the HGAC has offered the City of Jersey City (City) the opportunity to participate in a Cooperative Purchasing System for the purchase of goods and services; and

WHEREAS, the City desires to join the HGAC Cooperative Purchasing System to purchase goods and/or services, to make the procurement process more efficient and to provide cost-savings to the City; and

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

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the HGAC-Buy Cooperative Purchasing System.

2. The City of Jersey City shall ensure that the goods and/or services procured through the system comply with all applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et seq. and all other provision of the revised statutes of the State of New Jersey.

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 11.13.13											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	ABSENT			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

PIERCE MANUFACTURING INC.
AN OSHKOSH CORPORATION COMPANY • ISO 9001 CERTIFIED
2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

March 10, 2014

Deputy Chief Joe Giancaspro
City of Jersey City Fire Department
465 Marin Blvd.
Jersey City, NJ 07302

Dear Chief Giancaspro:

Thank you for your interest in purchasing Pierce fire apparatus through the Houston-Galveston Area Council (HGAC) cooperative purchasing program.

We have prepared you quotes under the new Contract FS12-13, based on your specifications. For the Saber Pumper, we used the base model UC05 - a Saber pumper, and for the High Volume pumper, UC06 – an Arrow XT pumper was used.

Pursuant to the regulations established under the HGAC program, modified that base model to meet your departmental requirements. Pierce is offering an HGAC quoted price of $438,014.32 for the Saber pumper and $527,288.84 for the Arrow XT Hi-Volume pumper; or $965,303.16 for both apparatus.

This apparatus would have a delivery time of 9.5 months for each pumper from receipt of the purchase order.

With the HGAC process, since the terms of the agreement have already been negotiated between the vendors and HGAC, there is no need for a separate contract, just a PO made out to the apparatus manufacturer, issued by, you, the customer. The sales organization would then fax a copy of the official HGAC pricing worksheet along with a copy of the Purchase Order to the HGAC where they would issue an order confirmation. The sales organization would then send the original PO to the manufacturer and your order would be booked. We would also provide you a copy of the official HGAC pricing worksheet for your records.

If you have any further questions please do not hesitate to contact your local sales organization, Fire & Safety Services, Ltd. or your area sales representative, Bill Ring.

Very truly yours,

David McAlice

David McAlice
Regional Vice President – East Region

OSHKOSH CAPITAL®

155 East Broad Street
Columbus, OH 43215
Phone: 800-820-9041
Fax: 800-678-0602

March 11, 2014

Bid: City of Jersey City

RE: Tax-Exempt Lease/Purchase RFP Proposal

Dear Evaluation Committee:

Oshkosh Capital ("Oshkosh Capital"), for itself, its successors, and assigns, is pleased to submit this tax-exempt lease purchase proposal to the City of Jersey City for the acquisition of (1) Pierce Saber Pumper and (1) Pierce Arrow XT Hi-Volume Pumper to be provided by Pierce Manufacturing. Our proposal is as follows:

LESSEE:	City of Jersey City
LESSOR:	Oshkosh Capital
TYPE OF FINANCING:	Tax-exempt Lease Purchase Agreement with $1.00 buyout option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.
BANK QUALIFICATION:	This proposal assumes that the lessee will not be issuing more than $10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.
TYPE OF EQUIPMENT:	(1) Pierce Saber Pumper (1) Pierce Arrow XT Hi-Volume Pumper
EQUIPMENT COST:	$965,303.16
DOWN PAYMENT:	$0.00
AMOUNT TO FINANCE:	$925,335.73 (includes all discounts from the Oshkosh Capital 100% Prepay Program)

City of Jersey City – Lease Purchase Proposal
March 11, 2014

LEASE COMMENCEMENT DATE:	May 2014

Option #1

LEASE TERM:	8 years
PAYMENT MODE/FREQUENCY:	Annual in arrears. First payment due one year after lease commencement
RATE:	3.12%
LEASE PAYMENT AMOUNTS:	$132,488.10

Option #2

LEASE TERM:	10 years
PAYMENT MODE/FREQUENCY:	Annual in arrears. First payment due one year after lease commencement
RATE:	3.39%
LEASE PAYMENT AMOUNTS:	$110,647.61
	*Payments take into consideration all discounts available to Oshkosh Capital by using our "prepay" program.
	****NOTE: All lease documents must be fully executed within 60 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.**
VENDOR PAYMENT:	Oshkosh Capital shall pay the equipment vendor(s) upon execution of the lease documentation. Lessee shall execute and deliver to Oshkosh Capital, a final receipt certificate, once the equipment has been delivered.

PERFORMANCE BOND: To utilize the prepay program, a performance bond is required. The cost for this performance bond shall be the **responsibility of Lessee** with payments made directly to Pierce Manufacturing or financed by Oshkosh Capital as part of the transaction.

INSURANCE: The lessee shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property plus $2 million combined single limit property damage and bodily injury insurance covering the property. Oshkosh Capital shall be named as loss payee and additional insured on such coverage.

AUTHORIZED SIGNORS: The lessee's governing board shall provide Oshkosh Capital with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

LEGAL OPINION: The lessee's counsel shall furnish Oshkosh Capital with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to Oshkosh Capital.

LEGAL TITLE: Legal title to the equipment during the lease term shall vest in the lessee, with Oshkosh Capital perfecting a first security interest through uniform commercial code filing or any other such instruments as may be required by law. Upon performance of the terms and conditions of the lease agreement, the lessee shall have the option to purchase all equipment for $1.00.

DOCUMENTATION: Lease documentation shall be by Oshkosh Capital.

City of Jersey City – Lease Purchase Proposal
March 11, 2014

PROPOSAL EXPIRATION: This proposal will automatically expire at the end of business on May 11, 2014 unless accepted in writing by lessee or extended in writing by Oshkosh Capital. All lease documents must be fully executed and to the satisfaction of Oshkosh Capital prior to such date. After May 11, 2014, Oshkosh Capital reserves the right to adjust the interest rate to market conditions.

This proposal is subject to final credit approval by Oshkosh Capital and approval of the lease documents in Oshkosh Capital's sole discretion. To render a credit decision, lessee shall provide Oshkosh Capital with their most recent two years' audited financial statements and a copy of their next year's budget.

I trust that you will find the contents of this proposal to your satisfaction. If you should have any questions or if I may be of any assistance, please do not hesitate to contact me at (800)820-9041 ext 2.

Sincerely,

Michele Zitko

Michele Zitko
Oshkosh Capital

ACCEPTED BY:

By:

Title:

Date:

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Pierce Manufacturing 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 Pierce manufacturing 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: Pierce Manufacturing Inc.

Signed _____ Title: Sr. Manager, Order Management

Print Name David J. Stoffel Date: 02/04/14

Subscribed and sworn before me
this 4th day of February, 2014.
My Commission expires: 02/26/17

Jessie T. Llewellyn
(Affiant)

Jessie T. Llewellyn
(Print name & title of affiant) (Corporate Seal)
Sr. Contract Admin.

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

Election Fund for Steven Fulop (2013)	Frank Gajewski for Council
Team Fulop	Friends of Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Michael Yun for Council
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Diane Coleman for Council

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
Oshkosh Corporation 100%	2307 Oregon St., Oshkosh WI 54902

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: Pierce Manufacturing Inc.

Signed: [signature] Title: Sr. Manager, Order Management

Print Name: David J. Stoffel Date: 02/04/14

Subscribed and sworn before me this 4th day of February, 2014

My Commission expires: 02/26/17

Jessie T. Llewellyn (Affiant)

Jessie T. Llewellyn (Print name & title of affiant) (Corporate Seal)

Sr. Contract Admin

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: Pierce Manufacturing Inc.		
Address: 2600 American Dr.		
City: Appleton	State: WI	Zip: 54914

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[signature]	David J. Stoffel	Sr. Mgr Order Mgt
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): David J. Stoffel Sr. Manager, Order Management

Representative's Signature: [signature]

Name of Company: Pierce Manufacturing Inc.

Tel. No.: 920-832-3000 Date: 02/26/17

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 2154

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

RENEWAL

15-OCT-2012 to 15-OCT-2015

PIERCE MANUFACTURING INC.
2600 AMERICAN DRIVE
APPLETON WI 54914 2017

Andrew P Sidamon-Eristoff
State Treasurer

Pierce

www.piercemfg.com

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of Pierce Manufacturing Inc. to provide equal employment opportunity to all individuals regardless of their race, creed, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other characteristic protected by state or federal law. We are strongly committed to this policy and believe in the concept and spirit of the law.

Pierce is committed to assuring that:

> All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons on an equal opportunity basis without regard to race, creed, color, religion, sex, sexual orientation, age, national origin, disability, veteran status, or any other characteristic protected by law;
>
> Employment decisions are based on the principles of equal opportunity and affirmative action:
>
> All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to race, creed, color, sex, sexual orientation, age, national origin, disability, veteran status, or any other characteristic protected by law.

Pierce believes in and practices equal opportunity and affirmative action. Director, Human Resources, Stephen Kohler, serves as the Equal Opportunity Coordinator for Pierce and has the responsibility for monitoring this company's equal opportunity and affirmative action practices. All employees are responsible for supporting the concepts of equal opportunity and affirmative action and assisting Pierce in meeting its objectives in these areas.

Pierce maintains affirmative action plans for minorities, females, persons with disabilities, and veterans. Any questions regarding these plans should be directed to the Equal Opportunity Coordinator. If you wish to view the plan for persons with disabilities and veterans, please contact Mr. Kohler during normal working hours.

Jim Johnson
President, Pierce Manufacturing Inc.
July, 2012

co= 0451936
u= 7702365

EQUAL EMPLOYMENT OPPORTUNITY
2013 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. OSHKOSH CORPORATION
2307 OREGON ST
OSHKOSH, WI 54903

2.a. PIERCE MANUFACTURING
2600 AMERICAN DR
APPLETON, WI 54914

OUTAGAMIE COUNTY
c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:006070445

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 336120 Heavy Duty Truck Manufacturing

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			********** MALE **********						********** FEMALE **********						
	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/SR OFFICIALS & MGRS	0	0	39	0	0	0	0	0	5	0	0	0	0	0	44
FIRST/MID OFFICIALS & MGRS	0	0	72	0	0	0	0	0	11	0	0	0	0	0	83
PROFESSIONALS	0	1	113	0	0	1	0	0	34	1	0	0	0	0	150
TECHNICIANS	2	0	136	1	0	0	1	1	13	0	0	0	0	1	155
SALES WORKERS	0	0	10	0	0	0	1	0	2	0	0	0	0	0	13
ADMINISTRATIVE SUPPORT	0	0	12	0	0	0	0	0	37	0	0	0	0	0	49
CRAFT WORKERS	3	0	477	2	0	9	4	0	16	0	0	0	0	0	511
OPERATIVES	7	2	626	1	0	12	4	0	60	0	0	0	1	0	713
LABORERS & HELPERS	0	0	13	0	0	0	0	0	5	0	0	0	0	0	18
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	12	3	1498	4	0	22	10	1	183	1	0	0	1	1	1736
PREVIOUS REPORT TOTAL	9	3	1582	4	0	21	10	1	184	1	0	1	1	1	1818

SECTION F - REMARKS

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): David F. Stoffel, Sr. Manager Order Management
Representative's Signature: [signature]
Name of Company: Pierce Manufacturing Inc.
Tel. No.: 920-832-3000 Date: 02/04/14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Pierce Manufacturing Inc.

Address : 2600 American Dr. Appleton WI 54914

Telephone No. : 920-832-3000

Contact Name : David J. Stoffel Sr. Manager, Order Mngt.

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

11/14/01

Taxpayer Identification# 390-139-830/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State, county or municipal agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609) 292-1730.

I wish you continued success in your business endeavors.

Sincerely,

Patricia A. Chiacchio

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
PIERCE MANUFACTURING INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#
0106802

ADDRESS
2600 AMERICAN DRIVE
APPLETON WI 54915-9042

ISSUANCE DATE:
11/14/01

EFFECTIVE DATE:
05/26/95

Patricia A. Chiacchio
Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

NEW VENDOR INFORMATION FORM

VENDOR NAME: Pierce Manufacturing Inc.

FEIN/SS#

MAIL PO/VOUCHERS TO ADDRESS: 2600 American Dr.

CITY: Appleton STATE: WI ZIP: 54914

TEL #: 920-832-3000 FAX #: 920-832-3080 EMAIL: N/A

MAIL CHECK/S TO ADDRESS: Pierce Manufacturing Inc
7751 Collections Center Dr.

CITY: Chicago STATE: IL ZIP: 60693

TEL #: N/A FAX #: N/A EMAIL: N/A

DESCRIPTION OF GOODS/SERVICES TO BE RENDERED:
Fire Apparatus.

CITY EMPLOYEE? ☐ YES ☐ NO

MINORITY VENDOR? ☐ YES ☒ NO

TYPE/CATEGORY:

REQUIRED FORM 1099? ☐ YES ☐ NO

NON-PROFIT? ☐ YES (Include Non-Profit Certification) ☒ NO

VENDOR'S CONTACT/AUTHORIZED PERSON: David J. Stoffel

PHONE: 920-832-3000

EMAIL: N/A

SIGNATURE OF CONTACT/AUTHORIZED PERSON:

NAME & TITLE OF CITY EMPLOYEE REQUESTING VENDOR NUMBER

SIGNATURE OF EMPLOYEE:

PURCHASING DIVISION USE ONLY

AUTHORIZED TO ISSUE VENDOR #

NAME/TITLE/DATE

ASSIGNED VENDOR #

(W9 FORM & BUSINESS REGISTRATION CERTIFICATE MUST BE INCLUDED)

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

City Clerk File No. Res. 14.332

Agenda No. 10.Z.14

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BROADVIEW NETWORKS, INC. TO PROVIDE VOICE TELEPHONE SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funding is required for Broadview Networks, Inc. to provide POTS (Plain Old Telephone Service) telephone services during Calendar Year 2014; 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, Broadview Networks Inc. P.O. Box 9242, Uniondale, New York 11555 being in possession of **State Contract A85017**, will provide Voice Telephone Services in the total annual amount of **Ninety Six Thousand Dollars ($96,000.00);** and

WHEREAS, funds in the amount of $17,000 are available in the calendar year 2014 temporary budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-31-435-620; and

WHEREAS, these funds are available for this expenditure in the account shown below

Department of Administration/Information Technology

Acct No.	P.O #	State Contract	Temp Encumbrance
01-201-31-435-620	113428	A85017	$17,000.00

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

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 **Broadview Networks Inc.,** 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, pursuant to N.J.A.C. 5:34-5.3(a), the continuation of the contract after the expenditure of funds encumbered in the 2014 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2014 fiscal year permanent budget; and be it further

(Continued on page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.332

Agenda No. 10.Z.14

TITLE: MAY 14 2014

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BROADVIEW NETWORKS, INC. TO PROVIDE VOICE TELEPHONE SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

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.

Department of Administration/Information Technology

Acct No.	P.O #	State Contract	Temp Encumbrance
01-201-31-435-620	113428	A85017	$17,000.00

Approved by Patricia M Vega for P. Folgado
Patricia M Vega, Principal Buyer, RPPS for:
Peter Folgado, Director of Purchasing, RPPO, QPA

April 24, 2014
Date

pv
4/24/14

APPROVED: _____
Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.333

Agenda No. 10.Z.15

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN CONNECTIVITY UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the existing wireless links connecting the Beacon to City Hall and 30 Montgomery to City Hall were damaged during Hurricane Sandy and has indicated degraded performance and need to be replaced; 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, New Jersey Business Systems, 7C Marlen Drive, Robbinsville, New Jersey is in possession of State Contract No. **A83899**, submitted a proposal for a **Wireless Equipment and Services Connectivity**; and

WHEREAS, funds are available for this contract in **Hurricane Sandy Capital Fund;**

Account	P.O. #	State Contract	Total Contract
01-272-55-000-044	113168	A83899	$200,295.96

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 **New Jersey Business Systems**, 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

(Continued to page 2)

Continuation of Resolution _____ Pg # 2

City Clerk File No. Res. 14.333

Agenda No. 10.Z.15 MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN CONNECTIVITY 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.

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

Account	P.O. #	State Contract	Total Contract
01-272-55-000-044	113168	A83899	$200,295.96

Approved by Patricia M Vega for: 4.3.14

Patricia M. Vega, Principal Buyer, RPPS — Date

Peter Folgado, Director of Purchasing, RPPO, QPA

pv
4/3/14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council — Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO BROADVIEW NETWORKS, INC. TO PROVIDE VOICE TELEPHONE SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

CONTRACT FOR PLAIN OLD TELEPHONE LINE SERVICES (POTS). GENERALLY THESE LINES ARE USED FOR FAX MACHINES, ELEVATORS, ALARMS AND OTHER PURPOSES WHERE CENTREX SERVICES ARE NOT REQUIRED. THIS NEW CONTRACT WILL SAVE THE CITY $700 PER MONTH OVER THE OLD CONTRACT WITH GRANITE TELECOMMUNICATIONS.

Cost (Identify all sources and amounts)

$8,000 PER MONTH
$96,000 PER YEAR
$17,000 INITIAL ENCUMBRANCE

Contract term (include all proposed renewals)

ONE YEAR CONTRACT, RENEWABLE EACH YEAR UP TO THREE YEARS

Type of award STATE CONTRACT

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director — Date: 4-24-14

Signature of Director of Purchasing — Date: 4-25-14

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BROADVIEW NETWORKS, INC.
Trade Name:	
Address:	500 FASHION AVE FL 2A NEW YORK, NY 10018-4982
Certificate Number:	0360997
Effective Date:	January 04, 1999
Date of Issuance:	April 24, 2014

For Office Use Only:

20140424143739389

Broadview

POTS SERVICE ADDENDUM

CHANNEL ID:	AGENT/SALES REP: **Vision Telecom**	ORDER DATE: **April 8, 2014**

CUSTOMER INFORMATION:

COMPANY NAME: **City of Jersey City**	BTN: **Various (See LOA)**

BILLING ADDRESS

ADDRESS: **1 Journal Square Plaza**	FLOOR: **3rd**	SUITE/ROOM: **IT Division**
CITY: **Jersey City**	ST: **NJ**	ZIP: **07306**
MAIN BILLING NUMBER:		

SERVICE ADDRESS

ADDRESS: **Various**
FLOOR: SUITE/ROOM:
CITY: ST: ZIP:
MAIN BILLING NUMBER:

TEST/TURN UP/ BLDG ACCESS CONTACT:

TEST CONTACT NAME:
PHONE: E-MAIL:
BLDG ACCESS NAME:
PHONE: E-MAIL:

CARRIER INFORMATION: Utilize for: **Local, Regional and LD**

ADDITIONAL RATE INFO: Surcharges FCC $6.23, LNP $.30, WLNP $ .27, RAF $1.85, PICC $3.78 to be applied per line.

SERVICE TYPE	Plan	QTY	TERM	LINE MRC (PER LINE)	NRC (PER LINE)	- - - - - - - Per minute* usage rates - - - - LOCAL * (Initial increment)	LOCAL* (Add'l increments, if applicable)	REGIONAL	INTRASTATE	INTERSTATE
Business Line	**NJST CP Msd**	**232**	**3 Yr**	**$ 7.80**	**0**	**.012**	**.012**	**.024**	**.024**	**.024**
(select)	**(select)**		**(select)**							

* For NJ & MD customers, local usage is billed: ☐per minute ☐per message

OPTIONAL FEATURES: (for new install line assignments should be outlined on following page):

FOR ON-NET LINES & TRUNKS:

FOR RESALE LINES & TRUNKS:

☐Account Codes: ☐Verified ☐Non-Verified

CUSTOMER AUTHORIZATION

The signatories below represent and warrant their authority to execute, deliver and perform this Agreement on behalf of their respective companies. Both companies shall be entitled to rely on any apparent or implied authority of such signatory, which shall result in a binding and enforceable agreement between Broadview Networks, the Customer and the New Jersey State contract. (State Contract#: T1297 NJ RFP#: 13-X-22465)

ACCEPTED BY CUSTOMER :

NAME:

TITLE:

SIGNATURE:_____DATE:_____

ACCEPTED BY BROADVIEW NETWORKS:

NAME: **Joy Blair**

TITLE: **Coordinator, Government Services**

SIGNATURE:_____DATE:_____

LINE/FEATURE PROVISIONING INSTRUCTIONS

This form acts as an addendum to the New Jersey State Contract for Voice Services

NJ RFP 13-X-22465

Line	TN	hunt/alone	Usage Type	Features	Call Fwd Busy #	Call Fwd NA #
1		standalone	measured			
2		standalone	measured			
3		standalone	measured			
4		standalone	measured			
5		standalone	measured			
6		standalone	measured			
7		standalone	measured			
8		standalone	measured			
9		standalone	measured			
10		standalone	measured			
11		standalone	measured			
12		standalone	measured			
13		standalone	measured			
14		standalone	measured			
15		standalone	measured			
16		standalone	measured			
17		standalone	measured			
18		standalone	measured			
19		standalone	measured			
20		standalone	measured			
21		standalone	measured			
22		standalone	measured			
23		standalone	measured			
24		standalone	measured			
25		standalone	measured			
26		standalone	measured			
27		standalone	measured			
28		standalone	measured			
29		standalone	measured			
30		standalone	measured			
31		standalone	measured			
32		standalone	measured			
33		standalone	measured			
34		standalone	measured			
35		standalone	measured			
36		standalone	measured			
37		standalone	measured			
38		standalone	measured			
39		standalone	measured			
40		standalone	measured			

ISDN BRI INFO

(Existing Service Only)

☐ 1B + D

☐ 2B + D

☐ Data Only

☐ Voice & Data

Will circuit be used for video:

☐ Yes ☐ No

SPIDS required:

Other: ☐

CFD = Call Forwarding
CFB = Call Forwarding – Busy
CFNA = Call Forwarding – No Answer
3W = 3-Way Calling
SD8 = Speed Dialing 8 number list
***69** = Unlimited Call Return
***66** = Unlimited Repeat Dial
DR = Distinctive Ring
CW = Call Waiting
CID = Caller ID
CIDN = Caller ID with Name
CIDW = Call Waiting ID
CIDWN = Call Waiting ID with Name
VMB = Voice Mail Basic
VME = Voice Mail Enhanced
ACC = Account Codes

This form acts as an addendum to the New Jersey State Contract for Voice Services

NJ RFP 13-X-22465

BROADVIEW NETWORKS SCHEDULE A

Business Lines	Base Package MRC/Price	PICC	CCRC	RAF	LNP	WLNP	FCC	TOTAL	Local Rate Per Minute	Install
Priceline 0001										
All Zones Yellow	$16.00	$3.78	$1.51	$1.85	$0.30	$0.27	$6.23	$29.94	$0.014	$0.00
All Zones Green	$7.80	$3.78	$1.51	$1.85	$0.30	$0.27	$6.23	$21.74	$0.012	$0.00
Remote Call Forward	$8.40	N/A	N/A	N/A	N/A	N/A	N/A	$8.40	See note	$0.00

County*	Zone	Color
Salem	3	Yellow
Cumberland	3	Yellow
Ocean	3	Yellow
Cape May	3	Yellow
Atlantic	3	Yellow
Burlington	3	Yellow
gloucester	3	Yellow
Monmouth	3	Yellow
Somerset	3	Yellow
Middlesex	2	Yellow
Camden	1	Yellow
Mercer	1	Yellow
Union	1	Yellow
Morris	2	Green
Bergen	1	Green
Hudson	1	Green
Passaic	1	Green
Essex	1	Green
	No Service	Red
	No Service	Red
	No Service	Red

Additional Surcharge USF applies to usage set by the FCC and varies each qtr
Note:Usage rates are the same as the eligible selected Business Line call plan used
* General guide- final pricing determined by Central Office prequalification

BROADVIEW NETWORKS SCHEDULE B

Business Lines Unlimited*	Base Package MRC/Price	PICC	CCRC	RAF	LNP	WLNP	FCC	TOTAL MRC	Install
Priceline 0002									
Yellow Zone 1	$25.29	$3.78	$1.51	$1.85	$0.30	$0.27	$6.23	$39.23	$0.00
Yellow Zone 2	$26.35	$3.78	$1.51	$1.85	$0.30	$0.27	$6.23	$40.29	$0.00
Yellow Zone 3	$28.69	$3.78	$1.51	$1.85	$0.30	$0.27	$6.23	$42.63	$0.00
Green Zone 1	$19.43	$3.78	$1.51	$1.85	$0.30	$0.27	$6.23	$33.37	$0.00
Green Zone 2	$19.43	$3.78	$1.51	$1.85	$0.30	$0.27	$6.23	$33.37	$0.00
Green Zone 3	$19.43	$3.78	$1.51	$1.85	$0.30	$0.27	$6.23	$33.37	$0.00

See County Chart below for zone and color

County**	Zone	Color
Salem	3	Yellow
Cumberland	3	Yellow
Ocean	3	Yellow
Cape May	3	Yellow
Atlantic	3	Yellow
Burlington	3	Yellow
gloucester	3	Yellow
Monmouth	3	Yellow
Somerset	3	Yellow
Middlesex	2	Yellow
Camden	1	Yellow
Mercer	1	Yellow
Union	1	Yellow

County	Zone	Color
Morris	2	Green
Bergen	1	Green
Hudson	1	Green
Passaic	1	Green
Essex	1	Green
	No Service	Red
	No Service	Red
	No Service	Red

Additional Surcharge USF applies to usage set by the FCC and varies each qtr
*Unlimited calling plan package that *includes* Local, Regional (Toll), and Long Distance Usage where Long Distance usage includes calling to the (50) United States & Canada only
** General guide- final pricing determined by Central Office prequalification

BROADVIEW NETWORKS
SCHEDULE A & B FEATURES

Features	MRC
Hunting	No Charge
Call Forwarding	$1.80
Call Forwarding - Busy	$1.80
Call Forwarding - No Answer	$1.80
Call Forwarding - B/NA	$1.80
Three Way Calling	$1.80
Speed Dialing - 8 number list	$1.80
Speed Dialing - 30 number list	$1.80
Repeat Dialing (*66) (per use)	$1.80
Last call re-dial (*69) (per use)	$1.80
Call Waiting	$1.80
Caller ID	$4.50
Caller ID with Name	$6.30
Call Waiting ID	$6.30
Voicemail, per box*	$9.00
Ultra Call Forwarding	$1.80
Call Return (per use)	$0.68
Call Trace (per use)	$0.68
Anonymous Call Rejection	No Charge
Caller ID Deluxe	$6.30
Call Waiting ID Deluxe	$8.10
700/900 Blocking	No Charge

*See Voice Mail Description

BROADVIEW NETWORKS OFF NET VOICE MAIL	
Feature	**Description**
Alternate Greeting/Extended Absence Greeting	This greeting can be used when the subscriber will be away from the office for an extended period of time or when they have special instructions for their callers. When the Alternate Greeting is no
Audible Message Waiting Indication	A stutter dial tone will be present whenever a message is waiting.
Auto Play Messages	Allows an end user to listen to new and saved messages sequentially without additional input. After entering a passcode, the messages start playing and are "strung together" with a brief 1-2 second
Busy Greeting	The busy greeting is an alternate greeting and only plays when a line is busy and calls are forwarded to the mailbox. End users can record their own greeting to tell callers that they are currently on the phone. The end user can choose to use an automat
Password	Permits the end user to set up a personal password for message retrieval.
Remote Message Retrieval	To retrieve messages, end users may call the voice mail system access number from any touch tone telephone at any time. When end users retrieve messages away from their office number, the system will ask them to key in their telephone number as well as the password.
Save/Discard/Reply	The voice mail system provides end users with simple system prompts to assist them with message retrieval and processing.
Scan Messages	Allows an end user to quickly scan messages for calling party name, date received, and time received. This enables the end user to select certain messages without having to listen to each
Visual Message Waiting Indication	Provides a visual indication that messages are waiting. In some areas visual indication may replace interrupted dial tone. The end user must provide compatible Customer Provided Equipment.
Optional Features	**Description**
Call Reminder (Centrex and Business Call Answering)	Allows the subscriber to record messages to be delivered within 30 days in the future.
Call Wake Up Premium (Business Call Answering)	Allows the subscriber to schedule a wake-up call
Extended Personal Greeting	Provides the ability of recording up to a 3-minute personal greeting.
Mailbox Messaging per Mailbox Destination (Business Call Answering)	Allows subscribers to send, copy and reply to messages sent by other WA Voice Mail subscribers within their regional calling area (LATA). Pay per use.
Multiple Number Service (Business Call Answering)	A Voice Messaging Service (VMS) feature that allows up to 11 telephone numbers to be pointed to one mailbox
Outdial Notification & Delivery	Provides new message notification to an end user defined telephone number.
Pager Notification (Centrex and Business Call Answering)	Notifies end users via their pager when a new message is deposited in their mailbox
Reminder Service (Business Call Answering)	The subscriber records up to a 1-minute message and chooses a future delivery date and time for the reminder message to call them. Pay per use.
Special Delivery (Business Call Answering)	Notifies subscriber anywhere in his regional calling area (LATA) when new messages are left in the mailbox. Pay per use.

BROADVIEW NETWORKS ON NET VOICE MAIL

Welcome to Broadview Networks Voice Mail Service. Our service will allow you to stay in touch when you are either unable or choose not to answer your phone. This service will answer your telephone with your personalized greeting and record the caller's message. The system will answer anytime that your telephone is not answered by the third ring. Whenever a new message is received you will be notified by an interrupted dial tone when you lift your telephone handset.

Here are a few easy instructions to guide you through the set up and use of your voice mailbox.

Accessing Your Mailbox

Now that you've placed your order, it's time to set up your new voice mailbox. ***Broadview Networks*** will act as your agent to remove your Verizon voice mail and replace it with ***Broadview Networks*** voice mail. Then, you will access your new mailbox to set up the password and features.

On the 5th business day after the date you placed your order to switch to ***Broadview Networks***, you should establish your new voice mailbox. Please call your new toll free voice mail access number -

1-800-262-3650 - and follow the voice prompts to set up your new mailbox.

When you hear the outbound greeting, press *. At the prompt, enter your password. The default password is 9999. In order to protect your privacy and to prevent unauthorized use, we strongly suggest that you change the password as you proceed through the tutorial.

Setting Up Your Mailbox For The First Time

The first time you log in, a tutorial helps you set up your mailbox. You will be prompted to enter a new password, record your name response, and record your personal greeting.
NOTE: If the tutorial is not fully completed, it will replay the next time you access your mailbox.

Password -

Your password protects your mailbox from unauthorized use. The password you select can be from four to seven digits. Use a number combination you are familiar with, but hard for someone else to figure out.

For the Personal Options Menu, press 4
For the Personal Preferences Menu, press 4
To change your password, press 1
Enter your new password, followed by #

Recorded Name

Your recorded name serves as the identification tag for your mailbox. When you are sending, replying to, or redirecting a message, your name will precede your message. Your recorded name will also play as a confirmation when someone is sending you a message or adding your mailbox number to a Group List.

For the Personal Options Menu, press 4
For the Personal Preferences Menu, press 4
To access your recorded name, press 3
To record your name, press 2

Personal Greeting for the Main Mailbox

Your personal greeting plays when a caller reaches your main mailbox. Your greeting should contain your name, your availability status, and some additional options for your callers.

Single User Sample Greeting:
Hello, this is Janet Green from the Acme Company. I am unable to take your call at this time. Please leave a message at the tone and I will return your call as soon as possible.

With our multi-user option, there are 9 available mailboxes (0 is the main mailbox, and 1-8 are the sub-user mailboxes). The default setup is 4 boxes. If additional boxes are needed, please contact customer care. You could record your main greeting in two ways:

Multi User Sample Greeting A:
Hello, you have reached the Acme Company. No one is available to take your call at this time. If you would like to leave a general message, please wait for the tone. If you would like to leave a message for John Williams, press 1. If you would like to leave a message for Mary Jones, press 2. We will return your call as soon as possible.

Multi Sample Greeting B:
Hello, you have reached the Acme Company. We are unable to take your call at this time. Please leave a message at the tone. If you would like to access individual employee mailboxes, please press the pound # key and follow the instructions. We will return your call as soon as possible.

For the Greetings Menu, press 3
To record your greeting, press 2
To end your recording, press #

Your main mailbox is now set up and you are now ready to receive messages using your Broadview Networks Voice Mail Service. Callers will be greeted by the message that you recorded. You can retrieve your messages from anywhere. Simply call your remote access number and go through the easy steps mentioned on the following pages. For other mailbox personalization options use the commands in the main menu.

If you have the Multi User option you can now personalize your individual mailboxes by dialing in again and entering the mailbox that you would like to set-up. Boxes are numbered 0 through 8. Mailbox 0 is designated as the main or default mailbox. This is where messages will be deposited if a caller does not specify a personal mailbox.

To access your individual mailbox:
Dial the Voice Mail remote access number.
When you hear the main mailbox greeting, press *.
Enter the password of the individual mailbox you wish to reach.
(The default password for each box is the mailbox number, i.e., mailbox 1's password is 1, mailbox 2's password is 2, and so on).
You will now be in your individual multi-user mailbox. You should personalize your mailbox password in order to protect your privacy and to prevent unauthorized use of your voice mailbox. You should also record a name for your individual mailbox. You can change your password and record your name by using the Personal Options Menu (see page 4 of these instructions).

Main Menu

The main menu plays at the beginning of every session. Before hearing the main menu, you will be told how many new and saved messages are in your mailbox. The main menu can be reached by pressing ** at any time during a call. Once you are in the Main Menu:

To enter the Play Menu, press 1

To access your individual voicemail:
Dial the Voice Mail remote access number.
When you hear the main mailbox greeting, press *.
Enter the password of the individual mailbox you wish to reach.
(The default password for each box is the mailbox number, i.e., mailbox 1's password is 1, mailbox 2's password is 2, and so on).
You will now be in your individual multi-user mailbox. You should personalize your mailbox password in order to protect your privacy and to prevent unauthorized use of your voice mailbox. You should also record a name for your individual mailbox. You can change your password and record your name by using the Personal Options Menu (see page 4 of these instructions).

Main Menu

The main menu plays at the beginning of every session. Before hearing the main menu, you will be told how many new and saved messages are in your mailbox. The main menu can be reached by pressing ** at any time during a call. Once you are in the Main Menu:

To enter the Play Menu, press 1
To enter the Record Menu, press 2
To enter the Greetings Menu, press 3 (only available for Main Mailbox)
To enter the Personal Options Menu, press 4
To access Wake Up Service, press 71 (only available for Main Mailbox)

Play Menu

Playing Your Messages

This feature allows you to listen to your messages. When you first enter your mailbox the system will tell you how many new messages you have received.

For the Play Menu, press 1: the message will play
To replay the message, press 1
To copy the message to another mailbox, press 6
To delete a message, press 7
To reply to the message, press 8
To save message and go to next, press 9
To keep message as new and go to next, press #
To play saved Messages only ##

Other options that you will find useful during playback are:
To rewind message 6 seconds, press 1

To rewind message to the beginning, press 11 To pause message/continue, press 2
To fast forward message 6 seconds, press 3 To fast forward to the end, press 33
To recover deleted messages, press *3

Record Menu

Recording Messages

This feature allows you to record messages to be sent to others on the Broadview Networks Voice Mail System.

For the Record Menu, press 2; record your message and press # To replay the recorded message, press 1
To record/continue recording a message, press 2 To delete a message, press 7
To send the message, press 9
When asked for the destination mailbox, enter the 10 digit number of the main mailbox. If there are sub-users, you will be prompted to enter the number of the sub-user box.

Greetings Menu (only available for Main Mailbox)

Your personal greeting plays when a caller connects to your main mailbox. It should be updated regularly to show your callers that you are actively using your mailbox. You can record up to three greetings to be used at alternate times.

Playing Your Active Greeting

This feature allows you to listen to your personal greeting.

For the Greetings Menu, press 3
To play your active greeting, press 1

Recording Your Active Greeting

For the Greetings Menu, press 3 To record your greeting, press 2 To end your recording, press #

Recording Your Second Greeting

For the Greetings Menu, press 3
To select your second greeting to be modified, press 4 and then 2 To record your greeting, press 2
To end your recording, press #

Recording Your Third Greeting

For the Greetings Menu, press 3
To select your third greeting to be modified, press 4 and then 3 To record your greeting, press 2
To end your recording, press #

Switching Active Greeting
This allows you to choose which personal greeting is heard when a caller enters your mailbox.

For the Greetings Menu, press 3
To select the greeting that will be used, press 3 Enter the greeting number that you desire: 1, 2 or 3
(The option that you choose will become your active greeting.)

Deleting Your Active Greeting
This feature allows you to delete your personal greeting.

For the Greetings Menu, press 3
To delete your active greeting, press 7
NOTE: If your personal greeting is deleted, your callers will hear a generic system greeting.

Reviewing and Changing Your Greeting Schedule
This feature allows you to have different greetings at different times of the day.

To review your schedule
For the Greetings Menu, press 3
To review the greeting schedule, press 8

To enable and disable your greeting schedule
For the Greetings Menu, press 3
To activate/de-activate the greeting schedule, press 9

To change the times for your greeting schedule
For the Greetings Menu, press 3
To adjust the greeting schedule, press 4
Choose the greeting number that you would like to adjust: 1, 2 or 3 After the greeting is selected, press 9
To review the time interval, press 1 To change the time interval, press 2 To cancel the time interval, press 3
To return to the previous menu, press *
This feature allows you to change user defined preferences.

For the Personal Preferences Menu, press 4 To change your password, press 1
To change playback preferences, press 2
To switch between last in-first out or first in-first out, press 1 (This changes the order in which messages are played)
To switch between normal or automatic play, press 2 To enable/disable time/date stamp, press 3
(This will mark each message with the date and time received)

Accessing your Group Lists

For the Personal Options Menu, press 4 For the Group Lists Menu, press 2
To play list directory, press 1 To create a list, press 2

To delete a list, press 3
To change a list, press 4; then enter the number of the list to be changed To add an address to a list, press 1
To review addresses in list, press 2 To play next address, press 1
To delete played address, press 2 To go to top of list, press 3
To play previous address, press 6 To play current address, press 8 To save changes, press #
To play list name, press 3
To re-record list name, press 4

Message Forwarding

This features allows you to have your messages forwarded to others on the Broadview Networks Voice Mail System.

For the Personal Options Menu, press 4 For the Message Forwarding Menu, press 5
To play forwarding number, press 1
To change forwarding number, press 2 To enable/disable forwarding, press 3 To change type of forwarding*, press 4
For immediate forwarding, press 1 For silent forwarding, press 2

*Immediate forwarding notifies your callers that their messages are being forwarded to another mailbox. Silent forwarding provides no notification to callers.

Wake-Up Services Menu (only available for Main Mailbox)

This feature allows you to use your Broadview Networks voice mail service as an alarm clock. The system will call you at your mailbox telephone number at the times and days of the week that you specify.

For the Wake-Up Services Menu, press 71

To adjust Monday through Friday wake-up call, press 1
To adjust Monday through Friday wake-up time, press 1 To delete Monday through Friday wake-up time, press 2 To return to wake-up call menu, press 4
To adjust Saturday though Sunday wake-up call, press 2

To adjust Saturday and Sunday wake-up time, press 1 To delete Saturday and Sunday wake-up time, press 2 To return to wake-up call menu, press 4

Additional Information

***The following keys can be dialed at anytime while you are in your mailbox*:**

For help, press 0
To back up/cancel, press *
To go to the Main Menu, press ** To terminate a command, press #

Options for the caller:

To skip listening to your outbound greeting, press # and then record message at the tone

After recording a message to be deposited, press # to hear options: To send this message immediately, press **#**
To replay this message, press 3 For additional options, press 9
To continue recording at this point, press 2 To specify delivery parameters, press 5
To send the message immediately, press # To mark this message as urgent, press 1 To mark this message as private, press 2
To delay the sending of this message, press 3 To return to the previous menu, press *
To cancel delivery of the message, press *

Once again, welcome to Broadview Networks Voice Mail Service. If you have any questions about your service, please call an Enterprise Support Rep at 1- 866 235-8945.

BROADVIEW NETWORKS SCHEDULE C

BUSINESS TRUNKS	Base Package MRC/Price	PICC	CCRC	RAF	LNP	WLNP	FCC	TOTAL MRC	Local Rate Per Minute	Install
Priceline 0003										
PRI (No $150 Usage Requirement)	$262.00	$49.00	$25.00	$9.25	$2.43	N/A	N/A	$347.68	$0.008	$0.00
PRI (Minimum of $150 Usage Required)	$236.00	$49.00	$25.00	$9.25	$2.43	N/A	N/A	$321.68	$0.008	$0.00
Long Distance Usage Only T1	$225.00	$49.00	$25.00	$9.25	N/A	N/A	N/A	$308.25	N/A	$0.00
Caller ID Name/Number	$14.00	[redacted]								
Call Redirect	$14.00									
Initial 20 Block DIDs	$0.00	[redacted]								
Additional 20 Blk DIDs	$1.00									

Mileage Charges are calculated as follows and will apply based on location prequalification results.
1-5 Miles = $25 fixed fee per T1
6+ miles = $45 fixed fee per T1 plus $20 variable fee. Variable fee applies per mile for all miles, starting at mile 1.

[redacted]

Additional PRIs, when "bonded" to one of the above initial T1s, would Use rate $262
One block of DIDs will be included for on-net PRIs.
No equipment provided.

BROADVIEW NETWORKS SCHEDULE D

BUSINESS TRUNKS UNLIMITED LOCAL/LONG DISTANCE	Base Package MRC/Price	PICC	CCRC	RAF	LNP	TOTAL MRC	Local Rate Per Minute	Regional Rate Per Minute	Intrastate Rate Per Minute	Interstate Rate Per Minute	Install
Priceline 0004											
PRI (10,000 Mins Incl)	$356.00	$49.00	$25.00	$9.25	$2.43	$441.68	$0.018	$0.018	$0.018	$0.018	$0.00
PRI 25,000 Mins Incl)	$525.00	$49.00	$25.00	$9.25	$2.43	$610.68	$0.018	$0.018	$0.018	$0.018	$0.00
PRI (50,000 Mins Incl)	$690.00	$49.00	$25.00	$9.25	$2.43	$775.68	$0.018	$0.018	$0.018	$0.018	$0.00
PRI (100,000 Mins Incl)	$836.00	$49.00	$25.00	$9.25	$2.43	$921.68	$0.018	$0.018	$0.018	$0.018	$0.00
Caller ID Name/Number	$14.00										
Call Redirect	$14.00										
Initial 20 Block DIDs	$0.00										
Additional 20 Blk DIDs	$1.00										

Additional PRIs, when "bonded" to one of the above initial T1s, would use rate $262
One block of DIDs will be included for on-net PRIs.
No equipment provided.

Mileage Charges are calculated as follows and will apply based on location prequalification results.
1-5 Miles = $25 fixed fee per T1
6+ miles = $45 fixed fee per T1 plus $20 variable fee. Variable fee applies per mile for all miles, starting at mile 1.

BROADVIEW NETWORKS
DIRECTORY ASSISTANCE

[redacted]

Directory Assistance	
Call Completion	$0.53
Local Directory Assistance	$1.40
Long Distance Directory Assistance	$1.40
International Directory Assistance	$4.50

BROADVIEW NETWORKS CUSTOMER PROVIDED ACCESS PRI

Product-PRI Port Only	Call Plan	Base Package MRC/Price	Qty Included SCCs/B-Channels	Addl SCC MRC	RAF	Local Rate Per Minute	Regional Rate Per Minute	Intrastate Rate Per Minute	Interstate Rate Per Minute	Install
PRI Customer Provided Access	10K	$144.00	See Note	N/A	$1.85	$0.018	$0.018	$0.018	$0.018	$100.00
PRI Customer Provided Access	25K	$281.00	See Note	N/A	$1.85	$0.018	$0.018	$0.018	$0.018	$100.00
PRI Customer Provided Access	50K	$480.00	See Note	N/A	$1.85	$0.018	$0.018	$0.018	$0.018	$100.00
PRI Customer Provided Access	100K	$995.00	See Note	N/A	$1.85	$0.018	$0.018	$0.018	$0.018	$100.00

Per Minute rates apply after allowance is utilized
USF will be charged as determined by FCC/USAC (percentage varies by quarter, as published by FCC/USAC). Q2 2013 rate currently at 15.5%.
Includes Caller ID (Number only) and Call Redirect at no charge.
If on-net location, first block of on-net DIDs included.
If location falls in Broadview off-net areas, customer must purchase Offnet/Local DID number for each desired telephone number.
Number of PRI B-channels limited by the codec selection and available bandwidth via customer provided access circuit. (See tables on product guide for specifics.)
Successful E911 reply required to determined location eligibility.
Includes one Cisco IAD 2431-T1E1 as customer premise equipment.
IP Address Change $75 per instance.
RAF applies per B-channel.
Usage included in Allowance plans limited to calls to the 48 Continental United States.

Method of Operation

T1297
Voice Communications Network Services
October 1, 2013

1.0 Purpose and Intent

The purpose of this contract is to enable the procurement of the following Voice Communications Network Services (Voice Services):

1. Business Lines ("POTS" TDM) – To include ancillary features and "Local Calling" usage charges if applicable;
2. Business Lines ("POTS" TDM) - Unlimited Local/Long Distance – To include ancillary features and unlimited Local and Long Distance calling;
3. Business Trunks (TDM) – To include analog, ISDN PRI, Direct Inward Dialing, ancillary features and "Local Calling" usage charges if applicable;
4. Business Trunks (TDM) - Unlimited Local/Long Distance – To include analog, ISDN PRI, Direct Inward Dialing, ancillary features and unlimited Local and Long Distance calling;
5. Outbound Toll (also referred to as "Toll" in this RFP) – Inclusive of intrastate, interstate, international and Credit Card services. In addition to traditional usage-based per minute pricing, the State is seeking offers for flat-rate pricing on a per line/trunk basis; and
6. Toll Free – 800, 888, 877, 866 and 855.

The State has granted approval for an exception to the single vendor rule in order to justify awards to two or more vendors in accordance with N.J.S.A. 52:34-12.1. Vendor contracts have been awarded to AT&T Inc. and Broadview as posted on the Division of Purchase & Property webpage for contract T1297 Voice Communications Network Services found at:
http://www.state.nj.us/treasury/purchase/noa/contracts/t1297_13-x-22465.shtml

2.0 Contract Term

The contract term for this contract is five (5) years with two one-year extension renewal options, effective October 1, 2013.

3.0 Method of Operation

Contract users shall obtain service quotes from vendor by utilizing the "Vendor Information" contact posted on the Division of Purchase & Property, Procurement Bureau webpage for contract T1297 Voice Communications Network Services found at:

http://www.state.nj.us/treasury/purchase/noa/contracts/t1297_13-x-22465.shtml

Vendor will not place an order or place in service any type of equipment or facility, which would result in charges to the Using Agency without a written order from the Using Agency.

Vendor is required to provide contract users with:

1. A written proposal with the following information:
   - Detailed description of the products and services being offered;
   - A clear and concise quote including the following information:
     - A list and description of each item quoted.

- The quantity of items quoted.
- The State's discounted price
- The unique identification code assigned to each item

2. Vendor Information- vendor's name, contact person, contact phone number, contract number date of quote, quote number
3. Agency/Department Information – Agency/department name, contact person, contact number, service address, billing address,

State Agency/Department Process:

1. All telephony orders must be sent to approved vendors with RTS Request for Telephone Service accompanied by standardized spreadsheets confirming installation/change/disconnect details.
2. OIT Telecommunications must be copied on any telephony order sent directly to an approved vendor by an agency at Telecommunications@treas.state.nj.us
3. Copies of all telephony orders must be sent to OIT Telephone Billing at nit.request@oit.state.nj.us for processing in the SONJ billing database.

Note 1: Vendor shall comply with procedural instructions that may be issued from time to time by the Director of the Division of Purchase and Property.

Note 2: During the period of contract, no change is permitted in any of its conditions and specifications, unless the vendor receives written approval from the Director of the Division of Purchase and Property.

Note 3: The State will post the approved vendor price list at:
http://www.state.nj.us/treasury/purchase/noa/contracts/t1297_13-x-22465.shtml

4.0 State Agency Review and Approval Process

1. The Agency will follow its own internal review and approval process The Agency can consult with OIT during the preliminary planning process to address any questions they may have..

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

City Clerk File No. Res. 14.333

Agenda No. 10.Z.15

Approved:

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN CONNECTIVITY UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the existing wireless links connecting the Beacon to City Hall and 30 Montgomery to City Hall were damaged during Hurricane Sandy and has indicated degraded performance and need to be replaced; 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, New Jersey Business Systems, 7C Marlen Drive, Robbinsville, New Jersey is in possession of State Contract No. **A83899**, submitted a proposal for a **Wireless Equipment and Services Connectivity**; and

WHEREAS, funds are available for this contract in **Hurricane Sandy Capital Fund;**

Account	P.O. #	State Contract	Total Contract
01-272-55-000-044	113168	A83899	$200,295.96

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 **New Jersey Business Systems,** 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

(Continued to page 2)

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.333

Agenda No. 10.Z.15

TITLE:

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN CONNECTIVITY 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.

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	P.O. #	State Contract	Total Contract
01-272-55-000-044	113168	A83899	$200,295.96

Approved by Patricia M Vega for: _____ 4.3.14

Patricia M. Vega, Principal Buyer, RPPS — Date

Peter Folgado, Director of Purchasing, RPPO, QPA

pv
4/3/14

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ _____

Business Administrator — Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

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

_____ Rolando R. Lavarro, Jr., President of Council

_____ Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AWARD OF A CONTRACT TO NEW JERSEY BUSINESS SYSTEMS FOR WIRELESS WAN CONNECTIVITY UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Robert Magro	Director
Phone/email	201-547-4274	bobm@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

THE IT DIVISION HAS RECEIVED REPORTS THAT OUR WIRELESS WAN NETWORK EXPERIENCES DEGRADED PERFORMANCE DURING SEVERE WEATHER EVENTS. UPON INSPECTIONS OF THE WAN RADIO NETWORK ANTENNAS AT 280 GROVE ST. AND 30 MONTGOMERY ST. DAMAGE CAUSED DURING HURRICANE SANDY WAS FOUND AS A CONTRIBUTING FACTOR. TO MITIGATE THIS DEGRADATION IN WAN SERVICE THE AFFECTED ANTENNAS ARE BEING REPLACED.

Cost (Identify all sources and amounts)

$200,295.96

Contract term (include all proposed renewals)

END UPON COMPLETION OF INSTALL (ESTIMATED 3 MONTHS)

Type of award STATE CONTRACT

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director — Date: 4-4-14

Patricia M Vega for: — Signature of Director of Purchasing — Date: 4-5-14

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0532910 FOR NEW JERSEY BUSINESS SYSTEMS, INC. - SOUTH IS VALID.

NEW JERSEY BUSINESS SYSTEMS, INC.

7C Marlen Drive, Robbinsville, NJ 08691 (609) 587-5500 Fax (609) 587-6660 www.njbs.com

The City of Jersey City: MIS Department
Wireless WAN Remediation Solution for City Hall

Scope of Work

Hurricane Sandy has caused damage to the existing wireless links connecting City Hall to the Beacon and City Hall to 30 Montgomery Facilities. The customer has indicated degraded performance; especially during periods of inclement weather. At the request of the City of Jersey City MIS Department, NJBS & LTW have provided a proposal to install two new Ceragon IP-20C point-to-point wireless data communication (2+0) links to replace the existing wireless links connecting the Beacon to City Hall and 30 Montgomery to City Hall. The links will be licensed for a data rate of 1 Gbps. This quote includes a one year Ceragon Advanced Replacement Warranty and a one year LTW support contract.

Part #	Description	Qty.	Price	Extended
FCC-Dual Carrier	FCC Licensing & Filing (per path)	2	$ 5,800.00	$ 11,600.00
IP-20C-F-23-H-H-ESX	IP20 ODU 23 GHz Transmit H	2	$ 10,125.00	$ 20,250.00
IP-20C-F-23-H-H-ESX	IP20 ODU 23 GHz Transmit L	2	$ 10,125.00	$ 20,250.00
PoE_Injector	POE Power Injector for IP-20C	4	$ 394.00	$ 1,576.00
AC-DC-5A	AC/DC Power Supply	4	$ 263.00	$ 1,052.00
IP-20C_OMT_kit_10-11G	Antenna OMT Kit	4	$ 900.00	$ 3,600.00
RFU-C11-OMT-INT-A	RFU-C Antenna OMT Kit	4	$ 150.00	$ 600.00
IP-20-SL-Capacity-500M	Capacity key - 500 MB per core	8	$ 3,150.00	$ 25,200.00
IP-20-SL-ACM	ACM Key per core	8	$ 375.00	$ 3,000.00
IP-20-SL-MC-ABC	Core Aggregation Key	8	$ 225.00	$ 1,800.00
IP-20-SL-Upfront-2nd-Core-Act.	Second Core Activation License	4	$ 1,162.50	$ 4,650.00
AR-24	Advanced Rep. Warr. 3.5% for 1st yr.	1	$ 3,524.64	$ 3,524.64
CONN-WP	Connector Weather Proofing Kit	4	$ 66.00	$ 264.00
Am-2-11-RW	2' Antenna GHz (Radio Waves)	4	$ 803.00	$ 3,212.00
LIGHTNING-ARRESTOR	Ceragon Lightning Arrestor	8	$ 122.00	$ 976.00
RFU-C-PoleMount	Pole Mount Brackets	4	$ 405.00	$ 1,620.00
1+0-Installation-Kit	1+0 Installation Kit	4	$ 1,133.00	$ 4,532.00
CT-INT-30CM	Cable Ties	4	$ 92.00	$ 368.00
SYS-DOC	Installation and Operations Manual	1	$ 192.00	$ 192.00
LINK-INSTALLATION	Wireless Installation Services	10	$ 2,100.00	$ 21,000.00
TECH-SUPPORT-OS-1D	Wireless Support Services	2	$ 2,100.00	$ 4,200.00
TOTAL				**$ 133,466.64**

New Jersey Business Systems **Date: 3/28/14**

This Price Quotation Valid for 30 Days

New Jersey State Contract:
T-0109 Radio Communications & Equipment
Contract #83899

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

City Clerk File No. Res. 14.334

Agenda No. 10.Z.16

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH SUNGARD PUBLIC SECTOR, INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

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

WHEREAS, funds must be allocated for support/disaster recovery services for the City of Jersey City's (City) proprietary personnel/payroll computer software systems for the 2014 Calendar Fiscal Year; and

WHEREAS, SUNGARD PUBLIC SECTOR, INC. has agreed to provide these services in the manner specified by the Division of Information Technology; and

WHEREAS, SUNGARD PUBLIC SECTOR, INC. has agreed to provide the following data processing services to the City beginning January 1, 2014 and ending December 31, 2014; and

WHEREAS, the anticipated funding required for this contract is Twenty Three Hundred Forty Six ($2,346.00) Dollars per month or Twenty Eight Thousand One Hundred Fifty Two ($28,152.00) Dollars per year; and

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

WHEREAS, funds are available in the amount of **$28,152.00 in Acct. No. 1-201-20-140-314;** and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, SUNGARD PUBLIC SECTOR, INC. has completed and submitted a Business Entity Disclosure Certification which certifies that **SUNGARD PUBLIC SECTOR, INC.** has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit **SUNGARD PUBLIC SECTOR, INC.** from making any reportable contributions during the term of the contract; and

WHEREAS, SUNGARD PUBLIC SECTOR, INC. has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, SUNGARD PUBLIC SECTOR, INC. has submitted it's Certification of Compliance with the City's Contractor Pay-To-Play Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed $17,500; and

WHEREAS, N.J.S.A. 40A:11-5(1) (dd) authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.334

Agenda No. 10.Z.16 MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH SUNGARD PUBLIC SECTOR, INC. FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned **SUNGARD PUBLIC SECTOR, INC.** be accepted and that a contract be awarded to said company in the amount of **$28,152**, and the City's Purchasing Agent is directed to have such a contract drawn up and executed.

BE IT FURTHER RESOLVED, that the term of the contract shall be one year effective as of January 1, 2014.

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

BE IT FURTHER RESOLVED, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

BE IT FURTHER RESOLVED, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0165744

Purchase Order No. 113159

EEO/AA Review _____

APPROVED: _____ APPROVED AS TO LEGAL FORM

APPROVED: _____ Business Administrator _____ Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			LAVARRO	✓		
KHEMRAJ	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			RIVERA	✓		

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

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

Rolando Lavarro, President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT WITH SUNGARD PUBLIC SECTOR FOR THE SUPPORT OF PROPRIETARY COMPUTER SOFTWARE

Project Manager

Department/Division	**Administration**	**Information Technology**
Name/Title	**Robert Magro**	**Director**
Phone/email	**201-547-4274**	**bobm@jcnj.org**

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Provide disaster recovery services for the City's personnel/payroll software systems. In the event the City's data center was disabled payroll could still be run through backup computers in Florida.

Cost (Identify all sources and amounts)

$2,346 monthly, $28,152 yearly

Contract term (include all proposed renewals)

ONE YEAR

Type of award **Support of proprietary software**

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 3-31-14

Signature of Director of Purchasing **Date**

DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.

2. The Division of Information Technology requires support/disaster recovery services for proprietary Payroll/Personnel computer application software.

3. The City has determined that a contract for maintenance of these proprietary software products should be awarded pursuant to N.J.S.A. 40A:11-5(1)(dd).

4. **SUNGARD PUBLIC SECTOR** can provide the services for the proprietary software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of **$2,346.00 PER MONTH, $28,152 PER YEAR**

5. The Division of Information Technology's recommendation is to award the contract to **SUNGARD PUBLIC SECTOR**.

6. The term of the contract is one year effective as of January 1, 2014.

7. The estimated amount of the contract exceeds $17,500.00 ($27,600).

8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.

9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 3-31-14

Robert Magro, Director,
Division of Information Technology

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	SUNGARD PUBLIC SECTOR INC.
Trade Name:	
Address:	1000 BUSINESS CTR DR LAKE MARY, FL 32746-5585
Certificate Number:	0884838
Effective Date:	August 23, 1993
Date of Issuance:	April 01, 2014

For Office Use Only:

20140401123959526

SUNGARD
PUBLIC SECTOR

SunGard Public Sector Inc. System Service Proposal
for

Jersey City, New Jersey
System Recovery Premium
January 21, 2014

	Applications and/or Services	Start-Up Fee	Monthly Access Fee
Service	System Recovery Premium Service		$2,346
	Total Proposed System:	$ -	$ 2,346

NOTES
System Recovery Premium includes real-time, one-way replication of iSeries data.
The recovery window is 6-12 hours from declaration of a disaster.
Pricing is based on the following configuration.
Model: 515
DASD: 100GB
Software Tier: P05
Any changes to this configuration may require price adjustments to the monthly access fees.

Annualized Fees **$28,152**

EXPIRATION
SunGard Public Sector Inc. prices are valid for 30 days from the date of this quote.

PAYMENT TERMS
Term Length: 24 months
100% of Startup Fees are due upon contract execution.
The first Monthly Access fees will be due 30 days after contract execution.
Subsequent monthly fees will be billed according to the term of the contract.
A fee of $3,500 will be charged for each disaster declaration.
Customer has 30 days to access the backup environment once the recovery period has commenced. Longer durations are negotiable.
A $500/day charge will be assessed for each additional day beyond 30 days that Customer uses the recovery environment.
Travel and related expenses of the trainers, installers, or project managers are in addition to the above costs and they are billed separately.
Customer will be contacted by the SunGard Public Sector Project Manager to begin the implementation process of this project upon receipt of startup fees.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	SunGard Public Sector Inc.		
Address:	1000 Business Center Dr		
City:	Lake Mary	State: FL	Zip: 32746

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
Lisa Neumann	Lisa Neumann	Controller

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			$
N/A			

☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that 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
N/A	

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: SunGard Public Sector Inc.
Signed: Lisa Neumann Title: Controller
Print Name: Lisa Neumann Date: 4-23-2014

Subscribed and sworn before me this 23rd day of April, 2014

My Commission expires: AMY PAGLIARO MY COMMISSION # EE 878732 EXPIRES: May 13, 2017 Bonded Thru Notary Public Underwriters

A Pagliaro (Affiant)
Amy Pagliaro
(Print name & title of affiant) (Corporate Seal)

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 SunGard Public Sector 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 SunGard Public Sector 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: SunGard Public Sector Inc.

Signed Lisa Neumann Title: Controller

Print Name Lisa Neumann Date: 4-23-2014

Subscribed and sworn before me
this 23rd day of April 2014
My Commission expires:

(Affiant)

Amy Pagliaro
(Print name & title of affiant) (Corporate Seal)

AMY PAGLIARO
MY COMMISSION # EE 878732
EXPIRES: May 13, 2017
Bonded Thru Notary Public Underwriters

**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.

Certification 25679

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2013 to 15-OCT-2016

SUNGARD PUBLIC SECTOR
1000 BUSINESS CENTER DRIVE
LAKE MARY FL 32746

Andrew P. Sidamon-Eristoff
State Treasurer

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

City Clerk File No. Res. 14.335

Agenda No. 10.Z.17

Approved: MAY 14 2014

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City required the services of professionals including environmental engineers to monitor environmental remediation being undertaken by PPG Industries, Inc. pursuant to a consent judgment entered into by Jersey City and PPG; and

WHEREAS, PPG Industries is required to make $350,000 in payments for experts to be retained by Jersey City; and

WHEREAS, ERFS, Inc. is qualified to monitor the remediation being performed by PPG and can do so for the year 2014 in the amount of **$150,000**; and

WHEREAS, N.J.S.A.19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, ERFS, has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit ERFS from making any reportable contributions during the term of the contract; and

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

WHEREAS, ERFS has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, in addition ERFS, Inc. have signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, funds in the amount of **$150,000** are available for the cost of these services in Environmental Trust Fund Account No. **04-226-55-000-034**.

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

City Clerk File No. Res. 14.334

Agenda No. 10.Z.17 MAY 14 2014

TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

1. An agreement is awarded to ERFS, Inc. of 2150 Highway 35, Suite 250, Sea Girt, New Jersey 08750 to undertake an environmental investigation and remediation of the PPG Site located on Garfield Avenue, for a total amount of **$150,000**, including expenses.

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

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that there are sufficient funds available in Account No.: **04-226-55-000-034** for payment of this resolution.

PO# 113403

Donna Mauer

Donna Mauer, Chief Financial Officer

:igp
4/10/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICE AGREEMENT TO ERFS, INC. TO PROVIDE THE CITY OF JERSEY CITY WITH ENVIRONMENTAL SERVICES

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Amending the Contract for Calendar Year 2014-2015 by an additional $150,000.

Cost (Identify all sources and amounts)

Environmental Trust Fund Account No. 04-226-55-000-034

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **ERFS, Inc.** ("Engineer")

WITNESSETH, that in consideration of the mutual covenants set forth, the **City** and **Engineer** agree as follows:

Scope of Agreement

Engineer is hereby retained as an independent contractor to perform an environmental investigation and remediation of the PPG former chromate manufacturing site on Garfield Avenue and other sites being remediated by PPG in connection with the Judicial Consent order entered into between the City, PPG and the DEP.

Affidavit of Services

Engineer shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, the total amount of this agreement shall not exceed **$150,000.**

B. The **Engineer** shall provide a monthly statement for services rendered. The **Engineer** shall submit to the City administration no later than the tenth day of each month an affidavit of services specifying the total number of hours worked/performed during the

preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Engineer** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (i) in the case of photocopying, the per page charge not to exceed fifteen cents ($.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents ($1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Engineer** will need to obtain the services of third-parties such as consultants, experts, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. **Engineer** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Engineer** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Engineer** receives discounts from messenger services, investigators or other categories of service provider, those discounts must be passed on to the City and noted on each in voice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;

- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Engineer's** firm be deemed necessary and approved, the City expects that an appropriate number will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal

The City does not agree to pay for more than one consultant's attendance at meetings, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Engineer** not by any other member of his firm. **Engineer** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

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

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

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

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

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Engineer** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed this agreement shall end one year commencing on the date this agreement is executed by city officials.

Prior to the commencement of the agreement, **Engineer** shall provide such insurance, including an errors and omissions policy, as to type, amount and form as approved in writing by the City's Risk Manager.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Affirmative Action Plan

(A) If the contract exceeds $9,200, it shall also be subject to the Affirmative Action amendments to the "Law Against Discrimination", N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and Engineer shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.
2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds $9,200).

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

Attest:

City of Jersey City

_____

Robert Byrne
City Clerk

_____

Robert Kakoleski
Business Administrator

WITNESS:

ERFS, INC.

_____

_____

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 ERFS, LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding MARCH 1, 2014 (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 ERFS, LLC (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: ENVIRONMENTAL REMEDIATION + FINANCIAL SERVICES LLC

Signed [signature] Title: SR. VICE PRESIDENT

Print Name DAVID SPADER Date: 4/8/14

Subscribed and sworn before me
this 8th day of APRIL, 2014
My Commission expires:

[signature]

JEFFERSON D. MEIGHAN
Notary Public - State of New York
No. 02ME2650325
Qualified in Westchester County
My Comm. Expires Feb. 28, 2018

(Affiant)

(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.

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

ERFS, LLC

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).

CITY OF JERSEY CITY

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. Watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

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
MARK VIGNERI 100%	113 DARTMOUTH AVE
	POINT PLEASANT BEACH, NJ 08742
ROBT F KENNEDY JR.	78 NORTH BROADWAY
OPTIONS THRU 30%	WHITE PLAINS, NY 10603

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: ERFS LLC

Signed: [signature] Title: SR. VICE PRESIDENT

Print Name: DAVID SPADER Date: 4/8/14

Subscribed and sworn before me this 8th day of APRIL 2014

My Commission expires:

JEFFERSON D. MEIGHAN
Notary Public - State of New York
No. 02ME2650325
Qualified in Westchester County
My Comm. Expires Feb. 28, 2018

(Affiant)

(Print name & title of affiant) (Corporate Seal)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	ENVIRONMENTAL REMEDIATION + FINANCIAL SERVICES LLC		
Address:	2150 HIGHWAY 35, SUITE 250		
City: SEA GIRT	State: NJ	Zip: 08750	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	DAVID SPADER Printed Name	SR. VICE PRESIDENT Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE	NONE		$ N/A

☐ Check here if the information is continued on subsequent page(s)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ENVIRONMENTAL REMEDIATION AND FINANCIAL SERVICES LLC
Trade Name:	
Address:	2150 HIGHWAY 35, SUITE 250 SEA GIRT, NJ, NJ 08750
Certificate Number:	1029092
Effective Date:	November 28, 2003
Date of Issuance:	February 03, 2012

For Office Use Only:

20120203085515082

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report — ATTACHED

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): DAVID SPADER SR. VICE PRESIDENT

Representative's Signature: [signature]

Name of Company: ENVIRONMENTAL REMEDIATION + FINANCIAL SERVICES (ERFS), LLC

Tel. No.: 732-974-3570 **Date:** 4/7/14

Certification 48085

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

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-FEB-2012 to 15-FEB-2019

ENVIRONMENTL REMEDIATION & FINANCIAL SVCS LLC
2150 HIGHWAY 35 SUITE 250
SEA GIRT NJ 08750

Andrew P. Sidamon-Eristoff
State Treasurer

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : ENVIRONMENTAL REMEDIATION + FINANCIAL SERVICES LLC

Address : 2150 HIGHWAY 35, SUITE 250, SEA GIRT, NJ 08750

Telephone No. : 732-974-3570

Contact Name : MARK VIGNERI

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01 et seq.)*, which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: DAVID SPADER / SR. VICE PRESIDENT
Representative's Signature: [signature]
Name of Company: ENVIRONMENTAL REMEDIATION + FINANCIAL SERVICES (ERFS), LLC
Tel. No.: 732-974-3570 **Date:** 4/7/14

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

City Clerk File No. Res. 14.336

Agenda No. 10.Z.18

Approved: MAY 14 2014

TITLE:

RESOLUTION AWARDING PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2014

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

WHEREAS, in 1971, the Supreme Court of New Jersey extended the right to assigned counsel to indigent defendants in municipal court proceedings where such defendants are subject, if convicted, to a threat or likelihood of imprisonment or other consequences of magnitude, Rodriguez v. Rosenblatt, 58 N.J. 281 (1971); and

WHEREAS, in March 1998, the State Legislature enacted the Municipal Public Defenders Act, N.J.S.A. 2B:24-1 et seq.; and

WHEREAS, N.J.S.A. 2B:24-1(d) provides that it is essential to require the appointment of Municipal Public Defenders by each municipal government in the State; and

WHEREAS, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

WHEREAS, the prior professional services agreements expired on December 31, 2013; and

WHEREAS, each attorney named on the list attached hereto is licensed to practice law in the State of New Jersey, has experience in criminal law and is otherwise qualified to serve as Public Defender; and

WHEREAS, each attorney will enter into a professional services agreement with the City of Jersey City to serve as a Public Defender for a period not to exceed one year effective as of January 1, 2014; and

WHEREAS, the professional services agreement for any of the participating attorneys may be cancelled at any time during the 2014 Calendar Year; and

WHEREAS, the services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, each attorney on the attached list has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit any of the attorneys from making any reportable contributions during the term of the contract; and

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

WHEREAS, each attorney has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, it is estimated that the annual cost of these contracts shall be approximately **$300,000**; and

WHEREAS, $60,500 is presently available in the temporary budget in Account No. **14-01-201-43-495-312** for the cost of these services.

WHEREAS, the continuation of the contracts after the expenditure of funds from the temporary budget is contingent upon the availability of funds in the permanent budget.

City Clerk File No. Res. 14.336

Agenda No. 10.Z.18 MAY 14 2014

TITLE: **RESOLUTION AWARDING PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2014**

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

1. The Business Administrator is authorized to execute an agreement with each of the attorneys named on the list attached hereto, to serve as a Public Defender in Jersey City Municipal Court for a period not to exceed one year commencing retroactively as of January 1, 2014 subject to the following terms and conditions.

   (a) Each attorney shall be compensated in the sum of Two-Hundred ($200.00) Dollars per session, with an additional sum of Seventy-Five ($75.00) Dollars per session paid in those cases where a trial extends beyond one session;

   (b) In a case where more than one defendant is eligible for a Public Defender, an attorney may be required to represent one of the co-defendants for the sum of Seventy-Five ($75.00) Dollars.

   (c) An attorney will be required to prosecute an appeal of any case tried by him or her to its conclusion for a fee of Seventy-Five ($75.00) Dollars.

   (d) All attorneys will be required to prepare notices suitable for filing with the Clerk of the Superior Court stating defense costs for each person represented and will otherwise cooperate with the City in its efforts to seek reimbursement of such fees from the defendants.

2. The agreement with each attorney shall be in substantially the form attached, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that there are sufficient funds available in Account No.: **14-01-201-43-495-312** for payment of this Resolution. (PO#S ATTACHED)

Donna Mauer

Donna Mauer, Chief Financial Officer

MS:

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

_____ Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENTS TO ATTORNEYS AT LAW IN THE STATE OF NEW JERSEY TO SERVE AS PUBLIC DEFENDERS IN THE JERSEY CITY MUNICIPAL COURT FOR CALENDAR YEAR 2014

Project Manager

Department/Division	Administration	Public Defender
Name/Title	Andrew C. Abrams	Chief Public Defender
Phone/email		

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To establish the Public Defender Program to represent indigent individuals in the Jersey City Municipal Court.

Cost (Identify all sources and amounts)

Annual cost of $300,000.

Contract term (include all proposed renewals)

One year.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

JERSEY CITY PUBLIC DEFENDERS
(Proposed List for Calendar Year 2014)

	VENDOR	REQ #	PO#
1	Andrew C. Abrams, Esq.	0166074	113468
2	John J. Collins, Esq.	0166076	113469
3	Christopher Desocio, Esq.	0166077	113470
4	Jonathan Goodman, Esq.	0166078	113471
5	Keith Hirschorn, Esq.	0166079	113472
6	Jacob V. Hudnut, Esq.	0166080	113473
7	Carl Losito, Esq.	0166081	113474
8	Steven R Maslo, Esq.	0166083	113475
9	Chanima K Odoms, Esq.	0166084	113476
10	Faye R Puddington, Esq.	0166085	113477
11	Kevin Purvin, Esq.	0166086	113478
12	Adam Reisman, Esq.	0166088	113479
13	Vito Sciancalepore, Esq.	0166089	113480
14	Jude-Anthony Tiscornia, Esq.	0166090	113481
15	Robert L. Utsey, Jr., Esq.	0166091	113482
16	Aglaia Papadopoulos-Vlantes, Esq.	0166092	113483
17	Dominick Zero, Esq.	0166093	113484
18	Nadya M. Zerquera, Esq.	0166094	113485

DOMINICK ZERO

73 West 13th Street
Bayonne, NJ 07002
Tel: 201-424-6843
Email: domz@jerseycitylawyer.com

EDUCATION: University of Delaware - 1976 - 1980
B.A. Political Science

Delaware Law School of Widener University - 1980 - 1983

WORK HISTORY: Law Office of Peter Allegra
2714 Kennedy Blvd.
Jersey City, NJ 07306
1983 - 1987

Krivitzky, Springer & Feldman
26 Journal Square, Suite 1004
Jersey City, NJ 07306
1987 - Present

EXPERIENCE: Certified Civil Trial Attorney eligible.
30 years of legal experience and have tried over 50 civil jury trial to conclusion
Responsible for all civil and criminal litigation from client intake, discovery and to conclusion.
Appeared in over 60 traffic and DWI/DUI municipal court cases.

PROFESSIONAL AFFILIATION:
Member - Hudson County Bar Association
Member - New Jersey Association for Justice

OTHER HONORS: American Jurisprudence Award - Torts

- References to be furnished upon request.

JACOB V. HUDNUT, ESQ.

BUSINESS ADDRESS
551 Summit Avenue • Jersey City, NJ 07306
t. (201) 589-0777 • f. (201) 561-0111
jacob@hudnutlaw.com • hudnutlaw.com

HOME ADDRESS
242 Grove Street • Jersey City, NJ 07302
c. (973) 954-3137
jacobvhudnut@gmail.com

EDUCATION

Seton Hall University School of Law, Newark, NJ
Juris Doctor, May 2010
Involvement: Commencement Speaker: *The Price of Our Privilege*
Moot Court Competition (semifinalist), 2008
Study Abroad: Law in Ireland Program, National University of Ireland, Galway, 2008

Montclair State University, Montclair, NJ
Bachelor of Arts, *cum laude*, Political Science, May 2005
Involvement: Commencement Speaker: *The Millennial Mindset in Shaping America's Course*
Student Body President (two terms), 2003 – 2005
Internship: Congressman Bill Pascrell, Jr. (NJ 8th), 2002

EXPERIENCE

Hudnut Law, LLC, Jersey City, NJ
Owner/Solo Practitioner/Trial Attorney 2011 – present
Manage a criminal defense practice. Defend felony charges through jury trial verdict. Research, write, and argue motions that protect clients' rights. Negotiate plea agreements and advocate for favorable sentences. Oversee case investigations and witnesses interviews. *Highlights*: recognized as an Avvo.com "clients' choice" for criminal defense; have secured acquittals and dismissals of felonies, including first degree carjacking, second degree aggravated assault, second degree unlawful weapon possession, and second degree narcotics distribution.

Superior Court of New Jersey – Essex Vicinage, Newark, NJ
Law Clerk to the Honorable Peter J. Vazquez, P.J.Cr. 2010 – 2011 Judicial Term
Reported to the Presiding Judge of New Jersey's largest criminal division. Gained valuable case management experience in homicides and other high profile felonies. Drafted judicial opinions.

Blume Goldfaden, et al., Jersey City, NJ
Law Clerk 2009 – 2010
Researched and wrote motions for civil litigation at both the trial and appellate levels.

Seton Hall University School of Law, Newark, NJ
Research Assistant 2008
Drafted a professor's law review article on access to New Jersey public space for civil union ceremonies.

Genova, Burns & Vernoia, Newark, NJ
Special Assistant 2005 – 2007
Organized the senior partner's service on boards and foundations, including the Port Authority of New York & New Jersey Board of Commissioners. Worked on his behalf with statewide leaders in government and business.

BAR ADMISSIONS

New Jersey, 2010; New York, 2013 (admission pending oath).

PUBLICATIONS

"My Solo Adventure", *New Jersey Lawyer Magazine*, June 2012

COMMUNITY INVOLVEMENT

Appointed Member, Criminal Practice Committee, Hudson County Bar Association, 2013
Assistant Campaign Manager, Roman/Ranade/Gangadin for Jersey City Board of Education, 2012
English as a Second Language Discussion Leader, Jersey City Free Public Library, 2006
Appointee, Senator Jon S. Corzine's Task Force on New Jersey GLBT Issues, 2004
Eagle Scout Award, 2001

580 Newark Avenue
Jersey City, NJ 07306
Telephone: 201-798-3200
Fax: 201-798-3299

STEVEN R. MASLO, ESQ.

BAR ADMISSION:

Attorney at Law, State of New Jersey,
United States District Court, Admitted December, 1973.
United States Court of Appeals for the Third Circuit, Admitted August 1992.

PROFESSIONAL EXPERIENCE:

Steven R. Maslo, Esq. **1982 - present**
580 Newark Avenue, Jersey City, New Jersey 07306
Self-employed practicing Attorney, involved with primarily litigation, Real Estate transactions, Personal Injury and Wormers' Compensation, Family Law and Municipal Court Practice.

City of Jersey City
280 Grove Street, Jersey City, New Jersey 07302

Assistant Corporation Counsel **1984 - 2010**

Counsel to Insurance Fund **2005 - 2010**
Advises independent Commission of self-insured municipality who administers the payment of claims, judgments and settlements of the City of Jersey City, advises Risk Manager and Business Administrator of the City of Jersey City.

Defense Counsel **1989 - 2010**
Defense of Civil Litigation including N.J.S.A. 59 et seq; and Civil Rights Litigation

Counsel to Alcohol Beverage Control Board **1989 - 2000**

Municipal Prosecutor **1984 - 1989**
Prosecuted municipal court complaints, including criminal, traffic and housing;

State Board of Mediation - Arbitrator **2006 - 2010**
Arbitrate disputes between private employer and employees under Section 2 of the New Jersey Employer-Employee Relations Act of 1968.

National Arbitration Forum - Arbitrator **2003 - 2009**
P. O. Box 50191, Minneapolis, MN 55405-0190
Conduct Arbitration Hearings and make awards involving Contracts and Domain Name Disputes

Superior Court of New Jersey - Arbitrator **1989 - present**

Mandatory Arbitration Program pursuant to R. 4:21A-1, et seq. Conduct Arbitration Hearings and make awards prior to the matters being submitted to the Trial Courts. The issues involve personal injury, insurance claims and coverage, real estate matters and contracts.

United States Postal Service/American Postal Workers' Union
Arbitrator **2000 - 2007**

Appointed pursuant to the Collective Bargaining Agreement as Arbitrator, Expedited Panel, Philadelphia Region and South Jersey area. Conduct Arbitration Hearings and make awards as final step of Grievance Procedure pursuant to the National and Local Agreements between the United States Postal Service and the American Postal Workers' Union

Law Firm of Willis & Maslo – General Partner **1978 - 1982**
921 Bergen Avenue, Jersey City, New Jersey

Administrator office and staff; prepare and litigate civil and criminal files, including Workers' Compensation, negligence, insurance, corporate and commercial transactions and Administrative Law (Social Security Administration, Civil Service Commission, Division of Motor Vehicle, Division of Labor & Industry).

Law Firm of Boffa & Willis - Associate **1975 - 1978**
880 Bergen Avenue, Jersey City, New Jersey

Attorney in litigation section of Law Firm; which included Workers' Compensation, Criminal Law and Municipal Court practice.

Honorable Robert E. Tarleton, Superior Court of NJ **1973 - 1974**
Law Clerk duties: set up daily and weekly calendar of cases, conducted all legal research, prepared pleadings and cases that were to be heard, prepared orders for final execution.

EDUCATION:

Legal: **New York Law School**
New York, New York
Juris Doctor, June, 1973.

Undergraduate: Rutgers, The State University
Newark, New Jersey
Degree: Bachelor of Arts, 1968
Dean's List of Academic Excellence, 1968.

MILITARY

108th Combat Support Group
New Jersey Air National Guard,
McGuire Air Force Base, New Jersey
January 6, 1966 to January 1972
Honorable Discharge

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

City Clerk File No. Res. 14.337

Agenda No. 10.Z.19

Approved: MAY 14 2014

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2014 CALENDAR YEAR

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City established a Public Defender Program to represent indigent individuals in the Jersey City Municipal Court by executing professional services agreements with private attorneys; and

WHEREAS, by virtue of the adoption of a resolution to engage attorney's to act as public defender, Andrew C. Abrams, Esq. of 255 Newark Avenue, Jersey City, New Jersey will perform the duties of a Public Defender; and

WHEREAS, pursuant to PL 1997.c.256. Sec. 3 (N.J.S.A. 2B:12-28), any municipal court with two or more municipal public defenders shall have a Chief Municipal Defender who shall be appointed by the governing body of the municipality; and

WHEREAS, in accordance with N.J.S.A. 2B:12-28, the City is desirous of appointing Andrew C. Abrams, Esq., as Chief Municipal Public Defender effective January 1, 2014 and expiring on December 31, 2014; and

WHEREAS, the services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Pay-to-Play Law); and

WHEREAS, Andrew C. Abrams, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Andrew C. Abrams, Esq. from making any reportable contributions during the term of the contract; and

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

WHEREAS, Andrew C. Abrams, Esq. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, Andrew C. Abrams, Esq. will receive the sum of **Seven-Thousand ($7,000.00) Dollars** per year paid in monthly increments.

Continuation of Resolution _____ Pg. # 2

City Clerk File No. Res. 14.337

Agenda No. 10.Z.19 MAY 14 2014

TITLE:

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2014 CALENDAR YEAR

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

1. Andrew C. Abrams, Esq. shall serve as Chief Municipal Public Defender in addition to the duties he is performing for the City of Jersey City as a Public Defender.

2. The total amount of this contract will be Seven Thousand ($7,000.00) Dollar.

3. A copy of this Resolution shall be printed in a newspaper of general circulation.

I hereby certify that Seven Thousand ($7,000.00) Dollars is available in Account No: 14-01-201-43-495-312 for payment of this resolution.

PO #113468

Donna Mauer

Donna Mauer, Chief Financial Officer

ms:

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A PROFESSIONAL SERVICE AGREEMENT TO ANDREW C. ABRAMS, ESQ., ATTORNEY AT LAW OF THE STATE OF NEW JERSEY TO SERVE AS CHIEF MUNICIPAL PUBLIC DEFENDER IN THE JERSEY CITY MUNICIPAL COURT IN ADDITION TO PERFORMING HIS DUTIES AS A PUBLIC DEFENDER FOR THE 2014 CALENDAR YEAR

Project Manager

Department/Division	Administration	Public Defender
Name/Title	Andrew C. Abrams	Chief Municipal Public Defender
Phone/email		

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To serve as Chief Municipal Public Defender in the Jersey City Municipal Court for the 2014 Calendar Year.

Cost (Identify all sources and amounts)

Annual cost of $7,000

Contract term (include all proposed renewals)

One year.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.338

Agenda No. 10.Z.20

Approved: MAY 14 2014

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

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

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

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

WHEREAS, because these matters continue to be litigated, additional services are required; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the "Pay-to-Play Law") took effect on January 1, 2006; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (Play-to-Play Law); and

WHEREAS, Charles Montange, Esq. has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification; and

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

WHEREAS, in addition Charles Montange, Esq. has signed the Pay-to-Play Certification required by the adoption of Ordinance 08-128; and

WHEREAS, the agreement with Charles Montange, Esq. needs to be renewed because one year has lapsed; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection.

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

1. The contract with Charles Montange, Esq. is hereby reauthorized for one year.

2. The fee for these services shall remain at **$200.00 per hour** and all other terms and conditions shall remain in effect.

City Clerk File No. Res. 14.338

Agenda No. 10.Z.20

TITLE: MAY 14 2014

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

3. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et. seq.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

_____
Rolando R. Lavarro, Jr., President of Council

_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

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

Project Manager

Department/Division	Law	
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	4667	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City of Jersey City approved a professional services agreement with Charles Montange, Esq. to provide legal representation to the City in connection with the 6th Street Embankment litigation. This matter continues to be litigated and the contract needs to be reauthorized because the one year term has lapsed.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

One year.

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

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

City Clerk File No. Res. 14.339

Agenda No. 10.Z.21

Approved: MAY 14 2014

TITLE:

RESOLUTIONAMENDING AND REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH KOLOGI ✦ SIMITZ AND TO REPRESENT POLICE OFFICERS ERIC TAVAREZ AND DONALD VERNEY IN THE MATTER OF LUTHER L. PRICE ET AL. V. CITY OF JERSEY CITY ET AL.

WHEREAS, the City of Jersey City and Police Officers Eric Tavarez and Donald Verney were named in a complaint alleging Police misconduct by deadly/excessive force on decedent Martina Brown; and

WHEREAS, Corporation Counsel has recommended the appointment of outside counsel to represent Police Officers Eric Tavarez and Donald Verney in this matter; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **$125.00** per hour, including expenses for a total amount not to exceed **$25,000**; and

WHEREAS, Kologi ✦ Simitz, 500 North Wood Avenue, Linden, New Jersey is an attorney-at-law in the State of New Jersey and possesses the skills and expertise to perform these services; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Kologi ✦ Simitz has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Kologi ✦ Simitz from making any reportable contributions during the term of the contract; and

WHEREAS, Kologi ✦ Simitz has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Kologi ✦ Simitz has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **14-14-298-56-000-856**; and

WHEREAS, the resolution reauthorizing the award and the agreement itself must be available for public inspection.

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

City Clerk File No. Res. 14.339

Agenda No. 10.Z.21 MAY 14 2014

TITLE:

RESOLUTION AMENDING AND REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH KOLOGI ✦ SIMITZ AND TO REPRESENT POLICE OFFICERS ERIC TAVAREZ AND DONALD VERNEY IN THE MATTER OF LUTHER L. PRICE ET AL. V. CITY OF JERSEY CITY ET AL.

1. The agreement with the law firm of Kologi ✦ Simitz is hereby amended and reauthorized for one year, effective May 14, 2014 by an additional amount of **$25,000** for a total amount of **$115,000.**

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

3. This agreement is awarded without competitive bidding, as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

5. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

6. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that there are sufficient funds available in **Account No.: 14-14-298-56-000-856** for payment of this resolution

Peter Soriero, Risk Manager

JF/igp
4/16/14

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTIONAMENDING AND REAUTHORIZING A PROFESSIONAL SERVICE AGREEMENT WITH KOLOGI ✦ SIMITZ AND TO REPRESENT POLICE OFFICERS ERIC TAVAREZ AND DONALD VERNEY IN THE MATTER OF LUTHER L. PRICE ET AL. V. CITY OF JERSEY CITY ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Amending and Reauthorizing the Contract for Calendar Year 2014-2015 by an additional $25,000.

Cost (Identify all sources and amounts)

City Funds

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date**

AGREEMENT

This **Agreement** dated the _____ day of _____, 2014 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and **Edward J. Kologi, Esq.** of **Kologi ✦ Simitz** ("Special Counsel").

WITNESSTH, that in consideration of the mutual covenants set forth, the **City** and **Special Counsel** agree as follows:

Scope of Agreement

Special Counsel is hereby retained as an independent contractor to represent Police Officer Eric Tavarez and Police Officer Donald Verney in a civil rights lawsuit. **Special Counsel** shall submit 60 day status reports to the Corporation Counsel with a complete analysis of legal issues, risk of liability and the likely number of depositions to be taken. **Special Counsel** shall provide a brief summary of each deposition upon completion.

Affidavit of Services

Special Counsel shall submit a monthly affidavit of services to the Corporation Counsel. The affidavit shall specify in detail the services rendered and the time spent on those services.

Consideration

A. For the above services, **Special Counsel** shall be compensated at the rate of **$125.00** per hour, including expenses. The total amount of this agreement shall not exceed **$25,000**.

B. The **Special Counsel** shall provide a monthly statement for services rendered. The **Special Counsel** shall submit to the City administration no later than the tenth day of each

month an affidavit of services specifying the total number of hours worked/performed during the preceding month. All statements shall be supplemented by the City's voucher. Payment by the City shall be made promptly in accordance with its procedures.

C. **Special Counsel** shall report to the Corporation Counsel when he or she has billed 70% of total contract amount. **Special Counsel** shall not be paid for services unless prior approval by the Corporation Counsel once **Special Counsel** reaches the 100% threshold.

Billing Practices and Other Guidelines Procedures

Disbursements should be charged only on the basis of the actual direct out-of-pocket cost to the **Special Counsel** and billed with sufficient detail to permit assessment of their compliance with the following guidelines: (I) in the case of photocopying, the per page charge not to exceed fifteen cents ($.15) per page; (ii) in the case of facsimile transmittal, the per page charge not to exceed one dollar and fifty cents ($1.50) per page; and (iii) charges for mileage and parking shall not be charged to the City.

The City expects that the **Special Counsel** will need to obtain the services of third-parties such as court reporters, investigators, consultants, experts, title companies, appraisers, messenger services, etc., in order to carry out their assignments and will contract with those service providers upon the approval of the City. With the exception of the court reporters, **Special Counsel** shall notify the City of their engagement of all third-party service providers and obtain authorization for those services from the City. The **Special Counsel** will pay all third-party service providers directly and will bill the City for those services detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

If the **Special Counsel** receives discounts from messenger services, title agencies, investigators or other categories of service provider, those discounts must be passed on tot he City and noted on each in voice.

The City does not agree to pay for the following disbursements unless specifically approved in advance for any specific matter by the City.

- word processing;
- secretaries' overtime, proofreading, placing or organizing documents in files;
- meals;
- first class air or rail travel, chauffeur driven limousines;
- hotel accommodations; and
- charges for use of conference rooms or office space.

Should the services of one or more other persons with **Special Counsel's** firm be deemed necessary and approved, the City expects that an appropriate number of attorneys and paralegals at all practice levels will be available for assignment to its matters so that matters can be handled in the most efficient manner possible. Further, the City expects that tasks will be performed by the appropriate level attorney (partner or associates) or paralegal. If the **Special Counsel** decides to staff tasks such as document indexing or preparing deposition summaries with associates rather than paralegals without the City's prior permission, the City agrees to pay only at the rate for paralegals.

The City reserves the right to discuss with its outside counsel and approve the particular attorneys who will be assigned to work on each matter. The City also reserves the right to request the removal of any attorney from the City's assignments for any reason.

The City does not agree to pay for excessive in-office consultants between attorneys or attorneys and paralegals, or for administrative meetings with associates and paralegals.

The City does not agree to pay for time spent educating lawyers as a result of the transfer or work between attorneys within the law firm unless approved by the City in advance. A complete or substantially complete transfer of work from an attorney having significant responsibility on a matter to another attorney or attorneys must be approved by the City.

The City does not agree to pay for more than one attorney's attendance at meetings, depositions, conferences or hearings unless the City authorizes such attendance in advance.

Assignment

The services under this contract shall be performed exclusively by **Special Counsel** not by any other member of his firm. **Special Counsel** may assign work under this contract to another person within the firm only with the approval of the Corporation Counsel.

New Jersey Business Registration Requirements

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

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

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

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

Special Provisions

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event the **Special Counsel** shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom.

Affirmative Action Plan

(A) If the contract exceeds $36,000, it shall also be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(B) This contract shall not become effective and special counsel shall provide no services under this contract until he or she has executed the following documents:

1. A supplemental Affirmative Action agreement pursuant to N.J.S.A. 10:5-21 et seq.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceeds $36,000).

Political Contribution Prohibition

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 OR 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey

City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey when the contract is awarded.

Chapter 271 Political Contribution Disclosure

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of $50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-3532 or at www.elec.state.nj.us.

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor pay-to-Play Reform Ordinance 08-1128 adopted on September 23, 2008. As such the undersigned does hereby attest that Counsel, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards this contract that would be deemed to be a violation of Ordinance 08-128, nor will Counsel, it subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

These documents may be obtained from the department responsible for the administration of this contract. All of the terms and conditions are made part of this contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal or caused these presents to be signed by their proper corporate officers and their proper corporate seal hereto affixed the day, month and year above written.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

Kologi ✦ Simitz

Edward J. Kologi, Esq.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employmentgoals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): EDWARD KOLCH ESQ

Representative's Signature:

Name of Company: LAW OFFICES OF KOLCH-SMITZ

Tel. No.: (908) 486-8877 **Date:** 3/20/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): EDWARD KOLOGI
Representative's Signature: [signature]
Name of Company: LAW OFFICES OF KOLOGI-SIMITZ
Tel. No.: (908) 486-8877 **Date:** 3/21/14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : LAW OFFICES OF KOLOGI SMITZ

Address : 500 NORTH WOOD AVE 4B LINDEN NJ 07036

Telephone No. : (908) 486-8877

Contact Name : EDWARD KOLOGI ESQ

Please check applicable category :

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business(MWBE)

____ Woman Owned business (WBE)

✓ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

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 EDWARD KOLOGI ESQ (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 EDWARD KOLOGI ESQ (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: LAW OFFICES OF KOLOGI SCHITZ

Signed: [signature] Title: PROP

Print Name: EDWARD KOLOGI Date: 3/21/14

Subscribed and sworn before me this 21 day of March 2014.
My Commission expires:

[signature]
(Affiant)

EDWARD KOLOGI ESQ
(Print name & title of affiant) (Corporate Seal)

JOANN PRINCE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES
MARCH 9, 2015

**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.

G:\WPDOCS\RENE\Pay to Play\Pay-to-Play Certification following Ord. 08-128.wpd

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	LAW OFFICES OF KOLOGI · SIMITZ / EDWARD J. KOLOGI		
Address:	500 N. WOOD AVE #13		
City:	LINDEN	State: NJ	Zip: 07036

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

[signature]	EDWARD KOLOGI	PROP
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form. NONE TO JERSEY CITY CANDIDATES OR OFFICEHOLDERS

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

Certification 17754

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-NOV-2008 to 15-NOV-2015

LAW OFFICES OF KOLOGI SIMITZ
923 NORTH WOOD AVE.
LINDEN
NJ 07036

State Treasurer

09/13/01

KOLOGI,EDWARD J
628 NO WOOD AVE
LINDEN NJ 07036

Taxpayer Identification# 223-110-528/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
KOLOGI,EDWARD J

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#
0079593

ADDRESS
628 NO WOOD AVE
LINDEN NJ 07036

ISSUANCE DATE:
09/13/01

EFFECTIVE DATE:
06/01/91

Patricia A. Chiacchio

Director, Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Sincerely,

John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
SIMITZ,MICHAEL S

TRADE NAME:

ADDRESS:
6 COMMERCE DRIVE STE 2000
CRANFORD NJ 07016-3515

SEQUENCE NUMBER:
0935351

EFFECTIVE DATE:
09/04/02

ISSUANCE DATE:
12/07/05

Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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

City Clerk File No. Res. 14.340

Agenda No. 10.Z.22

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD FOR ORDINANCE 14-046. (Ordinance of the Municipal Council of the City of Jersey City repealing Ordinance 13-099 amending the Danforth Avenue Transit Village Redevelopment Plan.)

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

WHEREAS, at its meeting of May 14, 2014 at 6:00 P.M. the Municipal Council adopted Ordinance 14-046; and

WHEREAS, N.J.S.A. 40:69A-181(b) provides for the twenty (20) day period prior to the effective date of an ordinance after adoption unless the Municipal Council by resolution, declares an emergency; and

WHEREAS, it is necessary that this ordinance become effective immediately to sell a property at public auction that will now be available by this amendment. The proceeds from this sale are critical pieces of revenue anticipated in the CY 2014 budget and the State of New Jersey will not allow us to adopt the budget with a contract or preferable receipt of funds.

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

(1) an emergency is hereby declared for the reason set forth herein; and

(2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 14-046 is hereby waived so that this Ordinance is effective immediately.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
For Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.341

Agenda No. 10.Z.23

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE SIGNING OF A MEMORANDUM OF UNDERSTANDING BETWEEN MCGINLEY SQUARE DEVELOPMENT URBAN RENEWAL LLC, HUDSON CATHOLIC HIGH SCHOOL, THE MCGINLEY SQUARE PARTNERSHIP SPECIAL IMPROVEMENTS DISTRICT AND THE CITY OF JERSEY CITY FOR THE CREATION OF MCGINLEY SQUARE PARK

WHEREAS, McGinley Square Development Urban Renewal LLC (the "Developer"), Hudson Catholic High School, The McGinley Square Partnership Special Improvements District and the City of Jersey City (the "City") (collectively the "Steering Committee") propose to form a non-profit entity to be known as the McGinley Square Park Foundation (the "Foundation"); and

WHEREAS, the Foundation's purpose will be to acquire certain real property (the "Property") at McGinley Square in Jersey City, New Jersey and design, develop, construct, improve and maintain the Property for a park to be known as "McGinley Square Park;" and

WHEREAS, the Steering Committee, with assistance from the Jersey City Parks Coalition, Bergen Communities United and such other assistance as may be available, anticipates conducting a survey of the McGinley Square community to determine the design attributes, functionality and use of the proposed McGinley Square Park; and

WHEREAS, it is anticipated that the Developer shall agree to share any net deficit resulting from the operation of the proposed McGinley Square Park and the estimated deficit sharing by the Developer is 30%.

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

1. The Mayor is authorized to sign a Memorandum of Understanding to form a non-profit entity to be known as the McGinley Square Park Foundation.

2. Subject to such modification as may be required by the NJDEP Green Acres Program or deemed necessary or appropriate by Corporation Counsel, the Memorandum of Understanding shall be in substantially the form of the Memorandum of Understanding attached hereto.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU"), dated as set forth below, is between and among the following entities:

- **The City of Jersey City**, a municipal corporation of the State of New Jersey (the "City");
- **McGinley Square Development Urban Renewal LLC**, a limited liability company of the State of New Jersey ("Developer") whose principal members are Sora Development, Inc. ("Sora") and Saint Peter's University (the "University");
- **Hudson Catholic High School**, an affiliate of the Roman Catholic Archdiocese of Newark ("Hudson Catholic");
- **The McGinley Square Partnership Special Improvements District** (the "MSPSID");
- Such other person as may hereafter join the MOU.

(Collectively, the "Steering Committee Principals" or "Parties").

The undersigned Steering Committee Principals, consisting of parties who are part of the Steering Committee and who have a financial and business interest in the creation of the McGinley Square Park, propose to form a non-profit entity to be known as the McGinley Square Park Foundation (the "Foundation") in order to acquire by sale or lease, certain real property (the "Property") hereafter described in Exhibit I at McGinley Square in Jersey City, New Jersey and design, develop, construct, improve and maintain the Property for a park to be known as "McGinley Square Park" in Jersey City, New Jersey.

1. The Structure of the Steering Committee. The Steering Committee shall consist of one or more delegates from each of the Steering Committee Principal together with such other additional members as the majority of the Steering Committee shall then agree upon.

2. Duties of the Steering Committee. The Steering Committee shall have the following duties and responsibilities:

   a. Undertake, with assistance from the Jersey City Parks Coalition, Bergen Communities United ("BCU") and such other assistance as may be available, a survey of the McGinley Square community to determine the design attributes, functionality and use of the proposed McGinley Square Park.

   b. Obtain and review preliminary designs and construction cost estimates for the proposed McGinley Square Park as expeditiously as possible, but in no event later than ninety (90) days from the date of execution of this MOU by

all Parties. It is proposed that the Developer at its sole cost and expense undertake such preliminary design work and obtain construction estimates;

c. Conduct such preliminary studies and obtain such preliminary reports required to facilitate the acquisition, development and construction of the McGinley Square Park and communicate with all appropriate public agencies, departments and officials to effectuate the purposes of this MOU;

d. Take such steps at the appropriate time as legally necessary to form, organize and establish the non-profit Foundation in accordance with applicable laws, rules and regulations;

e. Prepare a reasonably projected Sources and Uses of Funds, based on the construction cost estimate as required pursuant to subparagraph 2.b. herein and other costs, including property acquisition costs, design costs, and other soft costs, as well as a preliminary *pro forma* budget for the operation and maintenance of the McGinley Square Park as expeditiously as possible, but in no event later than ninety (90) days from the date of execution of this MOU by all Parties. An example of a conceptual Sources and Uses of Funds based on a hypothetical $3,850,000 capital cost is attached hereto as Exhibit II.

f. Take such other action as the Steering Committee deems necessary to implement the purposes of this MOU.

3. The Property. The Property on which the McGinley Square Park will be located consists of (i) land owned by the City of Jersey City (Lot A); (ii) land owned by the Archdiocese of Newark and utilized by Hudson Catholic for parking (Lot B) and (iii) land that is privately owned and leased to a Subway sandwich shop franchise (Lot C). (Lots A, B and C are generally depicted on Exhibit I attached hereto.)

It is anticipated that the Archdiocese of Newark will convey Lot B and that the purchase of Lot C will, if possible, be based on a voluntary, market based appraisal of Lot C at its highest and best use and such other factors as is standard in the industry. Accordingly, it is anticipated that the Foundation will provide suitable, convenient replacement parking spaces to Hudson Catholic, for all parking spaces displaced on its property by McGinley Square Park.

It is further anticipated that the City, with the assistance of the Developer and other members of the Steering Committee, will assemble the Property and either convey by fee simple to, or enter into a long-term lease with, the Foundation for the park use of the Property.

4. Financing of McGinley Square Park. While it is anticipated that financing for the design and construction of the McGinley Square Park will be derived from a variety of sources, as preliminarily described in Exhibit II, it should be acknowledged that any contribution made by the City should not come from general capital bonds but should be a function of real estate tax revenues and other funds generated by the Saint Peter's Tower project (the "Project") to be built

by the Developer adjacent to the anticipated McGinley Square Park. In addition, it is anticipated that the Developer shall agree to share with the Foundation in absorbing any net deficit resulting from the operation of the proposed McGinley Square Park for an agreed term. The estimated deficit sharing by the Developer is 30%. The remaining deficit will be addressed by the Foundation.

5. Dissolution of the Steering Committee and Termination of Activities. Upon formation of the Foundation and the execution of all necessary documents in that regard, the Steering Committee shall automatically dissolve and all its activities, as described in this MOU shall immediately cease. All future actions in connection with the development, operation and maintenance of the McGinley Square Park shall be conducted exclusively by the Foundation. All files, plans, designs and other documents of the Steering Committee, related to the McGinley Square Park, shall be delivered to and automatically become the property of the Foundation.

6. This MOU constitutes a statement of purpose and intent and shall not be legally binding on the Parties except as expressly set forth herein in writing.

7. This MOU shall be governed and controlled under the laws of the State of New Jersey and the Parties agree to be subject to the jurisdiction of the Superior Court of New Jersey with a venue in Hudson County, New Jersey.

The City of Jersey City

By: _____

McGinley Square Development Urban Renewal LLC

By: _____

Hudson Catholic High School

By: _____

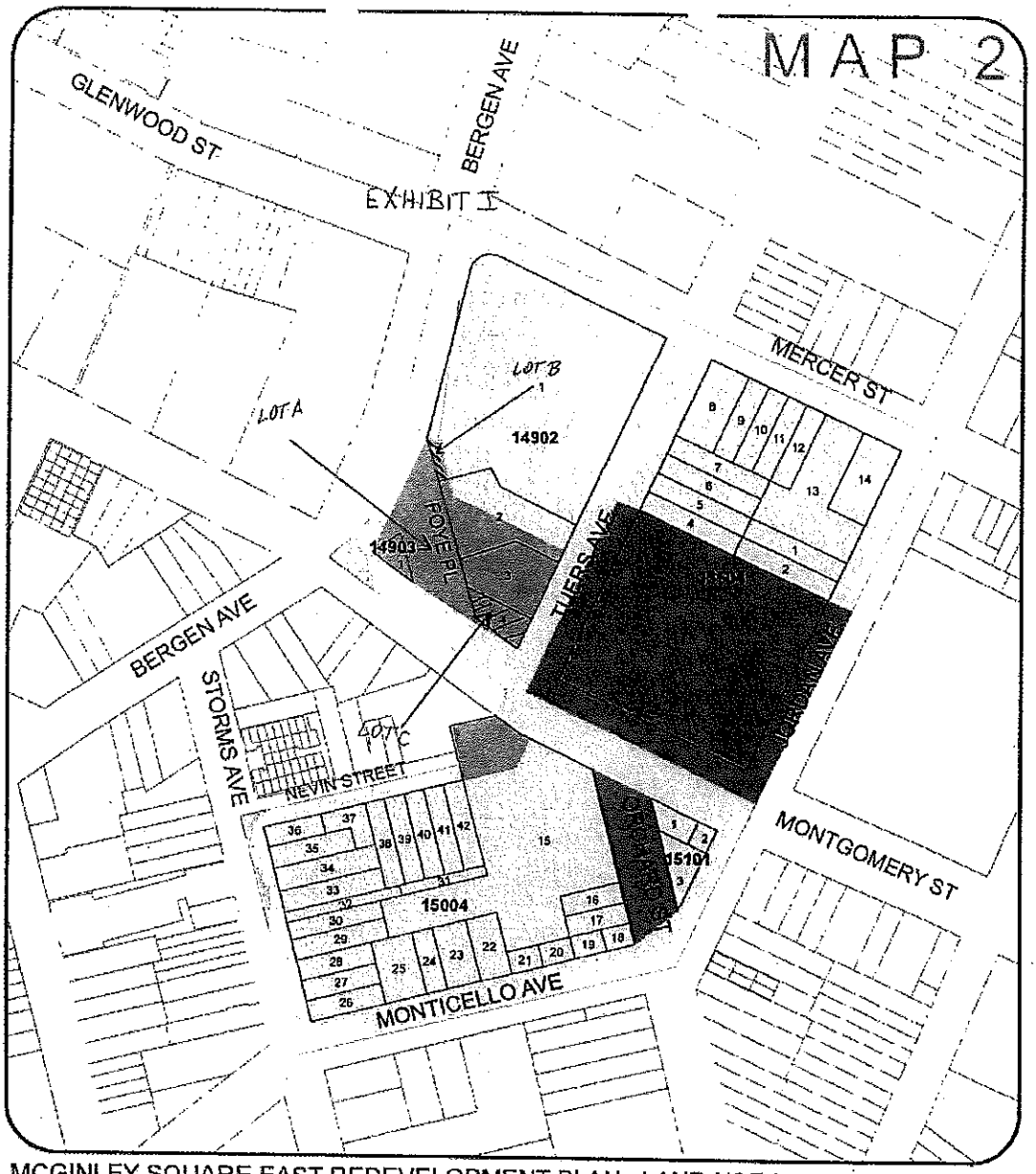
The McGinley Square Partnership Special Improvements District

By: _____

Dated: May _____, 2014

12355990v3 (21825.001)

Exhibit I



MCGINLEY SQUARE EAST REDEVELOPMENT PLAN: LAND USE MAP

Legend

- Optional Pedestrian Plaza
- Public Open Space
- Zone 1
- Zone 2

N

1 inch equals 150 feet

0 75 150 300 Feet

March 24, 2014

12355990v3 (21825.001)

Exhibit II

Example of Conceptual Sources and Uses of Funds

Based on an Opinion of Probable Cost (see Note 3)

Sources of Funds

Green Acres funds allocated to Hudson County (Note 1)	$ 1,000,000
Developer's equity contribution	1,000,000
City's equity contribution (Note 2)	1,500,000
Other sources yet to be identified	322,000
Total Sources of Funds	$ 3,822,000

Note 1: These funds are specifically earmarked for the acquisition of property to be used for open spaces and parks. The Parties have been informed that approximately $2,000,000 is currently available.

Note 2: It is the City's intention to reimburse itself from the proceeds of the sale of Redevelopment Area Bonds ("RAB"), secured by a portion of the real estate tax revenues and other funds generated by the Saint Peter's Tower Project adjacent to the proposed McGinley Square Park. Hence, the City's net equity contribution after the sale of the RAB will be zero ($0).

Uses of Funds

Hard costs, property acquisition costs, design costs, other soft costs, and legal/financing costs (Note 3)	$ 3,822,000

Note 3: Based on an Opinion of Probable Cost for McGinley Square Park prepared by Partner Engineering & Science, Inc.

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

City Clerk File No. Res. 14.342

Agenda No. 10.Z.24

Approved: MAY 14 2014

TITLE:

RESOLUTION SUPPORTING CIVIC JC BUDGET FORUM ON MAY 17, 2014 AT JERSEY CITY'S CITY HALL

WHEREAS, the Municipal Council is comprised of the democratically elected representatives of the residents of Jersey City, and the views of Council Members are often best informed when members of the public are afforded an opportunity to voice their input, insights, and experiences about the operation of their government; and

WHEREAS, the Municipal Council is charged under State law with approving the proposed Municipal budget introduced by the Mayor of Jersey City for each fiscal year. The final budget aims to reflect the City's priorities and implement the will of the people; and

WHEREAS, the Mayor introduced a proposed budget for fiscal year 2014 on March 10, 2014. Thereafter, the Municipal Council commenced an ongoing, comprehensive review and amendment process that has proceeded through the months of April and May 2014; and

WHEREAS, at the Meeting of the Municipal Council held on April 9, 2014, members of the public were invited to comment on the Mayor's proposed budget, ask questions, and offer recommendations and ideas about the City's budget priorities; and

WHEREAS, during the months of April and May 2014, the Municipal Council held a series of budget hearings with individual City Departments to review and ask questions about each Department's proposed spending priorities for the fiscal year. Members of the public were invited to attend and observe these budget hearings; and

WHEREAS, the Municipal Council sponsored two Town Hall Meetings open to members of the public on April 14, 2014 at the Joseph M. Brensinger Elementary School (P.S. 17) and on April 16, 2014 at the Christa McAuliffe School (P.S. 28), both of which were broadcast on JC1 TV. At both Town Hall Meetings, Jersey City residents were invited to address the Council Members and state their budget priorities, ideas, and recommendations for fiscal year 2014; and

WHEREAS, Civic JC, a local nonprofit organization whose mission is to promote good government in Jersey City, is sponsoring an additional public forum on the Municipal budget on May 17, 2014 at 10 a.m. at City Council Chambers in City Hall, as another opportunity to educate members of the public about the FY 2014 budget and the City's budget process; and

WHEREAS, Municipal law contemplates affording opportunities for public input into the Municipal budget process. Pursuant to § 3-8 of the Jersey City Municipal Code, the Municipal Council creates a City Council Budget Committee, which in turn "may name a citizens' budgetary advisory panel to assist the Committee in its review" and "hold public hearings on budget priorities"; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City supports affording extensive opportunities to City residents to comment on and share their recommendations and ideas about the Municipal budget for FY 2014, and offering varied venues and times for public comment to accommodate residents and maximize the number of voices heard in this important government process;

BE IT FURTHER RESOLVED, that the Municipal Council supports the public forum sponsored by Civic JC on May 17, 2014 as a further opportunity to elicit public comment on the Municipal budget for FY 2014 and educate the public on the Municipal budget process.

APPROVED:

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.343

Agenda No. 10.Z.25

Approved: MAY 14 2014

TITLE:

RESOLUTION URGING THE UNITED STATES HOUSE OF REPRESENTATIVES TO REINSTATE THE FUNDING FOR THE HOUSING CHOICE VOUCHERS, McKINNEY-VENTO HOMELESS ASSISTANCE GRANTS AND HOME BLOCK GRANTS.

WHEREAS, The House Appropriations Committee 2015 spending bill for the Department of Housing and Urban Development (HUD) cuts funding for low and moderate income rental assistance and programs to end homelessness; and

WHEREAS, this legislation cuts $580 million dollars from Housing Choice, McKinney-Vento and HOME programs, which will severely affect the states, counties and municipalities' ability to provide affordable housing in any meaningful way; and

WHEREAS, it provides too little money to renew all of the Housing Choice Vouchers that low-income families will use this year. The bill's $328 million funding increase to renew existing vouchers would only cover the cost of new vouchers that Congress funded in 2014 for homeless veterans and families that recently lost other housing assistance. It wouldn't be enough to continue all vouchers funded in 2014 unless local housing agencies freeze the dollar value of their vouchers despite rising rents in many markets, forcing cash-strapped residents to pay even more to remain in their homes. Moreover, the bill locks in place the loss of at least 40,000 housing vouchers that were cut last year due to sequestration and not funded this year. $320 million is needed to restore the 40,000 vouchers; and,

WHEREAS, it stalls recent progress on reducing homelessness. The bill funds homeless assistance at $2.1 billion, the same level as in 2014 and $300 million below the President's request. Homeless assistance grants have contributed to a significant drop in the number of people with serious disabilities experiencing long-term homelessness, and the President's budget would make further progress toward eliminating chronic homelessness. The President's budget request for the $300 million increase in McKinney-Vento Homeless Assistance Grants is critical; and,

WHEREAS, it reduces funding for new affordable housing. The bill cuts funding for the HOME block grant, which helps rehabilitate or construct rental properties and assist low-income homeowners, by $300 million below the 2014 level. This $300 million increase is essential to the creation of new affordable housing. And, it doesn't include the President's requested funding for rental assistance for 5,000 new supportive housing units for seniors and people with disabilities.

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

1. Urges the House of Representatives Appropriations Committee to include the critical funding needed for Housing Choice Vouchers, the McKinney-Vento Homeless Assistance Grants and the HOME block grant program in its spending this bill. This funding is necessary in order to help low-income families keep a roof over their heads. Funding the programs at the currently proposed levels will devastate efforts to end homelessness in New Jersey; and

2. That this resolution be sent to all members of the State of New Jersey's House and Senate delegation.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
For Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.344

Agenda No. 10.Z.26

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT &HOMELAND SECURITY TO ACCEPT A SUBGRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDING PROGRAM

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City Office of Emergency Management & Homeland Security has been awarded State Homeland Security Grant Program Sub Grant CFDA # 97.042 Award FY13-EMPG-EMAA-0906 from the New Jersey State Police Office of Emergency Management. The Sub grant consisting of a total amount of $30,000.00 including $15,000.00 Federal Award and $15,000.00 Local Matching Funds is for the purpose of enhancing the City of Jersey City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, this sub grant award incorporates all conditions and representations contained or made in application and notice of award # 2013-EP-EO-0047; and

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security, designated by the New Jersey State Police, Office of Emergency Management & Homeland Security has submitted an Application for Sub grant award that has been required by the said New Jersey State Police Office of Emergency Management; and

WHEREAS, the Application for Sub grant Awards calls for a match in the amount of $15,000.00 which the Jersey City Office of Emergency Management & Homeland Security adequately satisfies through the 2013 City of Jersey City approved budget for Division salaries, wages, and fringe benefits

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the City of Jersey City here with accepts the award from the FFY-13 U.S. Department of Homeland Security Emergency Management Performance Grant Program Sub grant in the amount of $30,000.00 Federal Funds from the New Jersey State Police Office of Emergency Management; and

BE IT FURTHER RESOLVED that the like sum of $30,000.00 is hereby appropriated under the caption FFY -13 Homeland Security Emergency Management Performance Grant; and

BE IT FURTHER RESOLVED that the City of Jersey City's Business Administrator, the City of Jersey City's Chief fiscal Officer and the City of Jersey City's Municipal Director of Emergency Management & Homeland Security are authorized to sign the appropriate sub grant documents; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management; the Director of the Division of Local Government Services; the City of Jersey City's Business Administrator' the City of Jersey City's Chief Financial Officer; the City of Jersey City's Municipal Director of Emergency Management & Homeland Security and Office of the Treasury

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
For Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0
5.14.14

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT &HOMELAND SECURITY TO ACCEPT A SUBGRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDING PROGRAM

Project Manager

Department/Division	Office of Emergency Management & Homeland Security	<division>
Name/Title	W. Greg Kierce	Director
Phone/email	201 547-5681	wkierce@njjcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this Resolution is for authorization to accept a grant in the amount of $$30,000 from the Department of Homeland Security Emergency Management Performance Grant Program to enhance the city's capabilities to prevent, protect against, respond to and recover from natural or man-made disasters. This grant consists of a total amount of $30,000 including a $15,000Federal Award and $15,000 local matching funds/in kind match which has been adequately matched thru OEMHS salaries, wages, and fringe benefits.

Cost (Identify all sources and amounts)

Department of Homeland Security Emergency Management Performance Grant Program (FFY-13)

Contract term (include all proposed renewals)

N/A

Type of award DHS/ Emergency Management Performance Grant

If "Other Exception", enter type N/A

Additional Information

N/A

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 5/7/14

Signature of Purchasing Director **Date**

State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON NJ 08628-0068
(609) 882-2000

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

JOHN J. HOFFMAN
Acting Attorney General

COLONEL JOSEPH R. FUENTES
Superintendent

July 26, 2013

Director W. Greg Kierce
Jersey City OEM
715 Summit Avenue
Jersey City, NJ 07306

RE: Emergency Management Agency Assistance (EMAA) Application for Funding for Federal Fiscal Year (FFY) 2013

Dear Director Kierce:

Upon review of the Eligibility Evaluation documents submitted for the 2013 Emergency Management Agency Assistance (EMAA) Program and based upon last year's federal funding level, it has been determined that your agency is eligible to submit a Subgrant Application for up to $15,000.00 of the FY2013 EMAA funding for the Performance Period of July 1, 2013 through June 30, 2014.

The funding for the EMAA Subgrant Program is contingent upon the State of New Jersey's receipt of the Emergency Management Performance Grant (EMPG). Award amounts are subject to change based upon the federal award to the State.

The application for the anticipated allocation will be made to the County of Hudson Office of Emergency Management. The application will be reviewed for completeness by the County OEM and a certification of local agencies will be submitted to the NJOEM Emergency Response Bureau by the County OEM. Once EMPG funds are available to the State, a subgrant award, inclusive of all approved local agencies, will be made to the County of Hudson. Upon completion of the Performance Period, approved Workplan activities, and expenditure certification, reimbursement will be made to the local agencies by the County.

Unless determined otherwise, each local agency is required to contribute the required 50% (dollar-for-dollar) match, either cash or in-kind, to the federal portion of the award. The source of the match and the match amount must be documented in the application and on the required reimbursement forms. It is strongly recommended that the agency does not overmatch the grant since the agency is responsible for maintaining records for the entire match amount it reflects in its application, not just the required amount.

If you have any questions or concerns, please contact Captain R. Brown, at (609)963-6900 X6976.

Sincerely,

Ronald Brown

Captain Ronald Brown
Bureau Chief
Emergency Response Bureau

RB:mac

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

City Clerk File No. Res. 14.345

Agenda No. 10.Z.27

Approved: MAY 14 2014

TITLE:

RESOLUTION HONORING

Keith J'Rel Cummings

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

WHEREAS, Keith J'Rel Cummings is the son of Stephanie and Jason Wilson and the brother to Jae Ana and Kymberle. Keith is the grandson to Florence Holmes; and

WHEREAS, Keith J'Rel Cummings faced academic and physical challenges while studying at The Citadel, A prestigious military college located in Charleston South Carolina. Since 1846, The Citadel has produced approximately 50,000 outstanding alumni, with many having been recognized for influencing events and positively impacting the lives of others. The Citadel takes pride in educating the "Whole Person" - mind, body, and spirit - and the cadet lifestyle is an important aspect of this educational process; and

WHEREAS, Keith J'Rel Cummings holds a dual degree in Health Exercise and Sport Science. The military student earned high markings and attained recognition for his achievements in the "Who's Who Among Students in American Universities and Colleges."

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby congratulate recent Citadel military graduate Second Lieutenant Keith J'Rel Cummings and proudly welcome him back home to Jersey City. We urge him to bring the spirit of military discipline and show the community that hard work and pride can carve out a rewarding path in life.

G:\WPDOCS\TOLONDA\RESOS\COMMENDING\Keith J'Rel Cummings.docx

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
For Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.346

Agenda No. 10.Z.28

Approved: MAY 14 2014

TITLE:

RESOLUTION COMMEMORATING THE LIFE AND DEEDS OF

Darren Maurice "Reese" Talington

AND DEDICATING ROOM 107 IN THE MARY MCLEOD BETHUNE CENTER AS THE DARREN MAURICE "REESE" TALINGTON ART STUDIO

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

WHEREAS, Darren Maurice "Reese" Talington was born on Friday, May 13, 1988, to Howard Nelson, Jr. and Adell Talington at Jersey City Medical Center in Jersey City, New Jersey; and

WHEREAS, Reese received his education from the Jersey City Public School System. He attended Whitney M. Young, Public School No. 15 and Academy 1 Middle School. Reese also attended Henry Snyder High School and graduated in 2008. Upon graduating, he entered Cheyney University in Pennsylvania and later transferred to Felician College in Lodi, New Jersey, where he majored in Special Education; and

WHEREAS, Reese began playing basketball at the age of eight and had a tremendous love for the sport. He participated in various leagues throughout the city including Bayside Park, P.A.L., Boys & Girls Club, Public School No. 15 and various summer camps where he made many friends. Reese continued to practice and groom his skills year after year and joined the Snyder Tigers during his freshman year of high school. As a sophomore, Reese shared in taking the team to the Championship; and

WHEREAS, Reese worshiped at Ebenezer Missionary Baptist Church in Jersey City under the leadership of Pastor Gregory L. Wilson. He later joined Monumental Baptist Church, in Jersey City under the leadership of Pastor Jones where he was active in the ministries of the church, Sunday School, assisted with college tours, and taught Vacation Bible School during the summer; and

WHEREAS, on Saturday, April 26, 2014, Reese departed this life at the early age of twenty-six at the Jersey City Medical Center surrounded by his family.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City deems it fitting and appropriate to commemorate the life and deeds of Darren Maurice "Reese" Talington. To honor his memory, we dedicate Room 107 in the Mary McLeod Bethune Center as the Darren Maurice "Reese" Talington Art Studio.

G:\WPDOCS\TOLONDA\RESOS\RENAME\Darren Maurice "Reese" Talington.docx

APPROVED: _____ Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

Joanne Monahan for Corporation Counsel

Certification Required ☐

Not Required ☑

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 14.347

Agenda No. 10.Z.29

Approved: MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NELSON-WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

COUNCIL
offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City (City) advertised for the receipt of bids on May 13, 2014 for Providing Moving Services for the Department of Administration; and

WHEREAS, this contract was bid as a one-year (1) open-end contract with an option for 2 additional 1 year terms with the following minimum and maximum labor hours, fuel surcharge and moving essentials as specified:

		Min. Quantity of Item	Max. Quantity of Item	Unit Cost per Hour
Item No. 1	Van	0	20	$22.00
Item No. 2	Driver	0	20	$22.00
Item No. 3	Mover	0	100	$22.00
Item No. 4	Helper	0	100	$22.00
Item No. 5	Supervisor	0	20	$22.00
Item No. 6	Travel Time	0	100	$22.00
Item No. 8	Fuel Surcharge	0	5	No charge
Item No. 9	Tote Cartons	0	5000	$2.00
Item No. 10	Book Cartons	0	2500	$2.00
Item No. 11	Delivery of Cartons	0	1000	$0.10
Item No. 12	Bins	0	200	No Charge
Item No. 13	Carts	0	200	No Charge
Item No. 14	Tags	0	200	No Charge
Item No. 15	Bubble Wrap	0	200	No Charge
Item No. 16	Tape	0	400	No Charge

WHEREAS, Nelson Westerberg of New Jersey Inc submitted the lowest bid based on the unit costs set forth in this resolution; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Nelson Westerberg of New Jersey Inc. to be fair and reasonable; and

WHEREAS, the sum of Thirty Thousand ($30,000.00) Dollars is available in Unclassified Account No. 01-201-31-433-314; and

WHEREAS, the balance of the contract funds will be made available as and when Moving Services are ordered by the City.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Nelson Westerberg of New Jersey Inc for providing Moving Services for the Department of Administration;

2. The City reserved the right to make the contract award on a total amount for all Four (4) sections combined (Moving Services, Storage Space, Records Managements Space and Electronic Document Scanning) or make partial contract awards based on the lowest amount for each section. This City is only awarding a contract for moving services;

(continued on Page 2)

City Clerk File No. Res. 14.347

Agenda No. 10.Z.29 MAY 14 2014

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO NELSON-WESTERBERG OF NEW JERSEY INC. FOR PROVIDING MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

3. This contract is awarded as a one year open-end contract based on the unit costs set forth above which are incorporated herein by reference;

4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and 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

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

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

Department of Administration

Acct #	P.O #		Amount
01-201-31-433-314	113579	Temp. Encumb.	$30,000.00

Approved by _____ 5/14/14
Peter Folgado, Director of Purchasing, QPA

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM
Joanne Monahan
For Corporation Counsel

Certification Required ☑

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5.14.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

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

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING AN OPEN END CONTRACT TO NELSON-WESTERBERG OF NJ, INC FOR MOVING SERVICES FOR THE DEPARTMENT OF ADMINISTRATION/ ADMINISTRATIVE SERVICES.

Project Manager

Department/Division	Administration	Administrative Services
Name/Title	Steve Miller	Confidential Assistant
Phone/email	201-547-4904	stevem@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

There exists a need for a moving company for various moves within the City.

- **Donated furniture from Mack-Cali**
- **Police West District**
- **Municipal Services Complex**

Cost (Identify all sources and amounts)

Unclassified Operating Account:
01-201-31-433-314 =$143,300.00

Contract term (include all proposed renewals)

Type of award Public Bid Award

If "Other Exception", enter type

Additional Information

The awarding resolution will be drafted by the Division of Purchasing. This is a public bid. They were three (3) bidders:

Nelson-Westerberg	$145,300.00	(Moving Services Only)
The Liberty Group	$167,270.00	(Moving Services Only)
GRM	$454,975.00	(Bid on All Services)

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 5/14/14

RESOLUTION CHECKLIST

☐ GOODS & SERVICES - NON BIDS

☒ BIDS

REQ NO. 0165998

PO # 113579

DEPT/DIV: Administration

SUBJ: Moving Services

GOODS & SERVICES NON BIDS

	Amending	Emergency	EUS	GSA	Ordinance	Pay to Play	Prof Service	State Contract	Library	Resolution
Quote/Proposal/Agreement										
EEO/AA Compliance										
BRC/Validation										
Pay-to-Play, Political Contribution/B.E.D.										
Legislative Fact Sheet/ Determination of Value										

BIDS

	Good & Services	Construcion	RFP'S	RFQ'S	Resolution
Proposal Page/Amounts	X				X
EEO/AA Compliance	X				
BRC/Validation	X				
Certification Regarding Suspension/Debarment	X				
Legislative Fact Sheet/ Determination of Value	X				

Notes:

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5147 | F: 201 547 4833

STEVEN M. FULOP
MAYOR OF JERSEY CITY

ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

Date: May 13, 2014

To: Peter Folgado, Purchasing Director

From: Robert J. Kakoleski, Business Administrator

Subject: **Recommendation Letter (Moving Company Services)**

Please be advised, after a careful and thorough review of bids received for **(Moving Company Services)** on **May 13, 2014,** I recommend that the contract be awarded to:

NELSON-WESTERBERG OF NJ, INC
180 MEISTER AVENUE
SOMERVILLE, NJ 08876

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **May 14th Council meeting**.

Contract Amount = $145,300.00
Temporary Encumbrancy = $30,000.00

REQ #	ACCOUNT NUMBER	AMOUNT
0165998	01-201-31-433-314 (Unclassified Operating Acct)	$30,000.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4904.

Robert J. Kakoleski
Business Administrator

C: Raquel Tosado, Contracts Manager
Steve Miller, Confidential Assistant

BID FORM

The City reserves the right to make the contract award on a total amount for all four (4) sections combined or to make partial contract awards based on the lowest amount for each section.

I. Moving

The rate is the unit cost based on one (1) hour or quantity of one (1) item. The low bid will be calculated using the quantities and hours set forth below. These numbers are only approximations. The actual quantities and hours may be more or less.

ITEM	*QUANTITY (A)*	*MAX HOURS (B)*	*HOURLY RATE (C)*	*TOTAL (A x B x C)*
Van	*10*	100	$ 22.00	$ 22,000.00
Driver	10	100	$ 22.00	$ 22,000.00
Mover	20	100	$ 22.00	$44,000.00
Helper	10	100	$ 22.00	$ 22,000.00
Supervisor	5	100	$ 22.00	$11,000.00
Travel Time	*10*	**100**	$ 22.00	$ 22,000.00
ITEM	*UNITS*	*MAX UNITS (A)*	*UNIT PRICE (B)*	*TOTAL (A x B)*
Fuel Surcharge	EA	5	$ N/C	$ N/C
Tote Cartons	EA	1000	$ 2.00	$ 2,000.00

Book Cartons	EA	100	$ 2.00	$ 200.00
Delivery of Cartons	EA	1000	$ 100.00	$ 100.00
Bins	EA	50	$ N/C	$ N/C
Carts	EA	25	$ N/C	$ N/C
Tags	Roll	100	$ N/C	$ N/C
Bubble Wrap	Roll	50	$ N/C	$ N/C
Tape	Roll	50	$ N/C	$ N/C
Total Amount				$ 145,300.00

(I. TOTAL BID AMOUNT IN WRITTEN WORDS)

One Hundred & Forty-Five Thousand Three Hundred Dollars

NOTE:

1) **ALL CARTONS SHOULD BE NEW AND PROVIDED WITH LIDS OR COVERS. USED CARTONS WILL BE REJECTED.**
2) **THE CITY OF JERSEY CITY RESERVES THE RIGHT TO RETURN ALL UNUSED BOOK CARTONS AND TOTE CARTONS FOR A FULL CREDIT PER CARTON BASED ON YOUR SUBMITTED UNIT PRICE.**
3) **THE CITY WILL NOT PAY FOR ADDITIONAL LABOR, VEHICLES AND MATERIALS USED TO COMPLETE THE MOVE OVER THE TOTAL BID AMOUNT.**

Peter Folgado

From: Keith Delorenzo [Kdelorenzo@nelsonwesterberg.com]
Sent: Wednesday, May 14, 2014 1:05 PM
To: Peter Folgado
Subject: Nelson Westerberg Moving services
Attachments: doc09422320140514121834.pdf

Dear Peter,

Attached, please find the letter we spoke of.

Thank you, Keith

Keith DeLorenzo
Nelson Westerberg/Atlas Van Lines
180 Meister Ave.
Somerville, NJ 08876
email: kdelorenzo@nelsonwesterberg.com
A Veteran Business Enterprise
100th Anniversary 1904 - 2004

800-247-3800 ext: 3134
Fax # 908-725-3943
908-725-3800 ext: 3134 (outside the US)

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit http://www.symanteccloud.com

Nelson Westerberg of New Jersey
180 Meister Avenue
Somerville, New Jersey 08876-3465
908/725-3800 800/247-3800
Fax 908/725-3943

Chicago, New York, Dallas, Atlanta

100th Anniversary 1904-2004 NelsonWesterberg

May 14, 2014

Mr. Peter Folgado
City of Jersey City
Division of Purchasing
394 Central Avenue, 2nd Floor
Jersey City, NJ 07307

Dear Peter:

It was a pleasure speaking with you today in reference to the Moving Bid.

As discussed, the unit price on Page 28 of the Sample Bid Form for the Delivery of cartons should be $.10 not $100.

If you have any questions, please let me know.

Thank you,

Keith DeLorenzo
Director, Commercial Sales
KDL/cmc

BID FORM

I. The bid for moving will provide for a minimum/maximum as follows:

ITEM	*MINIMUM*	*MAXIMUM*
Van	**0**	**20**
Driver	**0**	**20**
Mover	**0**	**100**
Supervisor	**0**	**20**
Tote Cartons	**0**	**5000**
Book Cartons	**0**	**2500**
Bins	**0**	**200**
Carts	**0**	**200**
Tags	**0**	**200**
Bubble Wrap	**0**	**200**
Tape	**0**	**400**
Driver Hours	**0**	**500**
Mover Hours	**0**	**500**
Supervisor Hours	**0**	**500**

EXHIBIT A (*Continuation*)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): Keith DeLorenzo Director of Commercial Sales

Representative's Signature: _____

Name of Company: Nelson Westerberg

Tel. No.: 908-725-3800 **Date:** 5/9/14

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") *(42 U.S.C. S121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Keith DeLorenzo Director of Commercial Sales
Representative's Signature:
Name of Company: Nelson Westerberg
Tel. No.: 908-725-3800 Date: 5/9/14

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Nelson Westerberg

Address : 180 Meister Avenue, Somerville, NJ 08876

Telephone No. : 908-725-3800

Contact Name : Keith DeLorenzo

Please check applicable category :

_____ Minority Owned Business (MBE)

_____ Minority& Woman Owned Business(MWBE)

_____ Woman Owned business (WBE)

X Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Nelson Westerberg

Address: 180 Meister Avenue, Somerville, NJ 08876

Telephone No.: 908-725-3800

Contact Name: Keith DeLorenzo

Please check applicable category:

____ Minority Owned Business (MBE)

____ Minority& Woman Owned Business (MWBE)

____ Woman Owned business (WBE)

_x_ Neither

Definitions
Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	NEWESCO, INC.
Trade Name:	NELSON WESTERBERG OF NEW JERSEY
Address:	180 MEISTER AVENUE SOMERVILLE, NJ 08876-3465
Certificate Number:	0842184
Effective Date:	April 28, 1995
Date of Issuance:	June 18, 2009

For Office Use Only:

20090618142256181

New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0842184 FOR NEWESCO, INC. IS VALID.

VERIFIED
PC

Certification 40799

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-OCT-2010 to 15-OCT-2017

NELSON WESTERBERG OF NEW JERSEY
180 MEISTER AVE
SOMERVILLE NJ 08876

Andrew P. Sidamon-Eristoff
State Treasurer