

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

City Clerk File No. RES. 10-556
 Agenda No. 10.A.
 Approved: _____
 TITLE: _____



RESOLUTION INTRODUCING THE TRANSITION YEAR 2010 MUNICIPAL BUDGET

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

APPROVED AS TO LEGAL FORM

[Signature]
 Asst Corporation Counsel

Certification Required

Required

WITHDRAWN

PASSAGE					
Y	N.V.	COUNCILPERSON	AYE	NAY	N.V.
		FLOOD			
		VEGA			
		BRENNAN, PRES			

N.V.-Not Voting (Abstain)

Jersey City N.J.

**2010 MUNICIPAL DAIA SHEET I
TRANSITION FISCAL YEAR**

Must Accompany 2010 Budget

MUNICIPALITY: CITY OF JERSEY CITY

COUNTY: HUDSON

JERRAMIAH HEALY **6/30/13**
Mayor's Name Term Expires

Municipal Officials	
ROBERT BYRNE Municipal Clerk	01/12/89 Date of Orig. Appt. 635 Cert. No.
MAUREEN COSGROVE Tax Collector	1302 Cert. No.
DONNA MAUER Chief Financial Officer	N-0647 Cert. No.
FREDERICK J. TOMKINS Registered Municipal Accountant	327 License No.
WILLIAM MATSIKLOUDIS Corporation Counsel	

Name	Governing Body Members	Term Expires
PETER BRENNAN, PRESIDENT		06/30/13
DAVID DONNELLY		ALL
WILLIE FLOOD		TERMS
STEVEN FULOP		EXPIRE
WILLIAM GAUGHAN		ON
NIDIA LOPEZ		06/30/09
VIOLA RICHARDSON		
MICHAEL SOTTOLANO		
MARIANO VEGA		

Official Mailing Address of Municipality

CITY OF JERSEY CITY FAX #: (201)547-4955
280 GROVE STREET
JERSEY CITY, N.J. 07302

Please attach this to your TY 2010 Budget and Mail to :

Director
Division of Local Government Services
Department of Community Affairs
P.O. Box 803
Trenton, New Jersey 08625

SHEET A

2010 MUNICIPAL BUDGET
TRANSITION FISCAL YEAR

Municipal Budget of the CITY of JERSEY CITY, HUDSON County of for the Transition Fiscal Year 2010.

It is hereby certified that the Budget and Capital Budget annexed hereto and hereby made a part hereof is a true copy of the Budget and Capital Budget approved by resolution of the Governing Body on the

day of , 2010

and that public advertisement will be made in accordance with the provisions of NJS 40A:4-6 and NJAC 5:30-4.4(d).

Certified by me, this day of , 2010

Signature

ROBERT BYRNE, City Clerk
280 Grove Street
Jersey City, NJ 07302
(201) 547-5149

It is hereby certified that the approved Budget annexed hereto and hereby made a part is an exact copy of the original on file with the Clerk of the Governing Body, that all additions are correct, all statements contained herein are in proof and the total of anticipated revenues equals the total of appropriations.

Certified by me, this day of , 2010.

Certified by me, this day of , 2010

Frederick J. Tomkins, RMA # 327
Donohue, Gironda & Doria, CPAs
310 Broadway
Bayonne, NJ 07002

Donna Maurer
Chief Financial Officer, # N-0647

DO NOT USE THESE SPACES

(Do not advertise this Certification form)

CERTIFICATION OF ADOPTED BUDGET

It is hereby certified that the amount to be raised by taxation for local purposes has been compared with the approved Budget previously certified by me and any changes required as a condition to such approval have been made. The adopted budget is certified with respect to the foregoing only.

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

Dated:

By:

SHEET 1

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the Approved Budget made part hereof complies with the requirements of law, and approval is given pursuant to NJS 40A:4-79.

STATE OF NEW JERSEY
Department of Community Affairs
Director of the Division of Local Government Services

Dated:

By:

COMMENTS OR CHANGES AS A CONDITION OF CERTIFICATION OF DIRECTOR OF LOCAL GOVERNMENT SERVICES

The changes or comments which follow must be considered in connection with further action on this budget

CITY OF JERSEY CITY, COUNTY OF HUDSON

MUNICIPAL BUDGET NOTICE

Section 1

Municipal Budget of the CITY OF JERSEY CITY, County of HUDSON for the Transition Fiscal Year 2010

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the Transition Fiscal Year 2010;

Be it Further Resolved, that said Budget be published in the JERSEY JOURNAL

in the issue of THURSDAY, SEPTEMBER 16, 2010

The Governing Body of the CITY OF JERSEY CITY, does hereby approve the following as the Budget for the Fiscal Year 2010

RECORDED VOTE- Ayes: Nays: Abstained: Absent:

Notice is hereby given that the Budget and Tax Resolution was approved by the MUNICIPAL COUNCIL of the CITY OF JERSEY CITY, County of HUDSON on WEDNESDAY AUGUST 25, 2010

A Hearing on the Budget and Tax Resolution will be held at the ANNA CUCCI MEMORIAL COUNCIL CHAMBERS, CITY HALL, 280 GROVE ST. JERSEY CITY, NJ on WEDNESDAY, SEPTEMBER 29, 2010 at 6:00 p.m. at which time and place objections to said Budget and Tax Resolution for the Year 2010 may be presented by taxpayers or other interested persons.

CURRENT FUNDS - ANTICIPATED REVENUES		ANTICIPATED	BUDGETED	REALIZED
GENERAL REVENUES	FCOA	* TY 2010 *	* SFY 2010 *	* SFY 2010 *
(1.) SURPLUS ANTICIPATED	08-100	3,500,000	11,292,000	11,292,000
(2.) SURPLUS ANTICIPATED W/PRIOR CONSENT OF DIRECTOR	08-101	804,000	804,000	804,000
TOTAL - SURPLUS ANTICIPATED		4,304,000	12,096,000	12,096,000
(3.) MISCELLANEOUS REVENUE - SECTION A: LOCAL REVENUES				
Alcoholic Beverage Licenses	08-141	20,000	291,700	294,700
OTHER LICENSES:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Marriage Licenses	08-103	2,297	4,947	4,593
Cable T.V. Franchise Fees	08-612	0	584,709	520,274
Franchise Payment - Port Authority	08-110	40,000	40,000	40,000
Telephone Commission Fees	08-611	0	0	0
Hackensack Meadowlands Adjustment	08-609	610,000	982,548	940,679
Local School Aid	09-207	0	1,900,000	1,986,850
Advertising Ordinance Fees	08-105	15,000	153,383	198,757
Search Fees	08-106	350	952	27,051
Demolition Fee	08-120	6,000	0	0
Lot Cleaning Charges	08-123	50,000	202,282	165,793
Tax Collector's Fees	08-124	50,000	96,771	80,121
Hotel Occupancy Tax	08-107	1,900,000	4,525,468	4,281,362

* TY = TRANSITION YEAR (JULY 1, 2010 THRU DECEMBER 31, 2010) 08/19/10

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

(3.) MISCELLANEOUS REVENUE - SECTION A: LOCAL REVENUES

	FCOA	ANTICIPATED	BUDGETED	REALIZED
		* TY 2010 *	* SFY 2010 *	* SFY 2010
FEES & PERMITS:				
Interest & Cost on Taxes	08-111	120,000	997,535	943,277
Interest on Investments & Deposits	08-112	100,000	1,058,328	309,102
Assessor Application Fees	08-125	20,000	80,000	47,015
Reimbursement for Litigation Costs	08-			
Sewer & Street Opening Permits	08-127	70,000	126,789	233,926
Municipal Engineering of Sewer System	08-109	0	408,000	408,000
Swimming Pool Fees	08-129	50,000	108,479	114,548
Skating Rink Fees	08-130	6,400	46,943	67,684
Laundry Licenses	08-131	5,000	24,350	11,450
Vending Machine Licenses	08-132	10,000	23,688	19,260
Food Establishment Licenses	08-133	95,000	300,680	221,160
Hotel/Motel Licenses	08-156	0	78,120	78,128
Dine & Dance Permits	08-138	0	7,100	23,725
Police Reports ID Bureau Fees	08-135	107,212	200,000	214,424
Hack Licenses	08-140	22,000	83,580	82,543
Elevator Inspection Fees	08-139	500,000	648,940	594,353
Site Plan Review Fees	08-145	100,000	300,000	232,951
Bingo & Raffle Licenses	08-142	4,000	24,495	22,310

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CURRENT FUNDS - ANTICIPATED REVENUES	GENERAL REVENUES	FCOA	ANTICIPATED	BUDGETED	REALIZED
(3) MISCELLANEOUS REVENUE - SECTION B: STATE AID WITHOUT OFFSETTING APPROPRIATIONS		XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	* TY 2010 * XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	* SFY 2010* XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	* SFY 2010* XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX
Consolidated Municipal Property Tax Relief Aid		09-206	17,083,789	34,736,189	34,736,189
Municipal Block Grant Program		09-208		0	
Energy Receipts Tax		09-202	46,439,075	42,604,435	42,604,438
Supplemental Energy Receipts Tax		09-202		0	
Distressed Cities Program		09-200			
In Lieu of Tax Payment - Garden State Preservation Trust		08-158	15,837	25,966	23,755
Municipal Homeland Security Assistance Aid		08-212		0	
Extraordinary Aid		09-201			
Municipal Property Tax Assistance		09-210		0	
Building Aid Allowances for School Aid		09-203	3,394,931	8,413,626	8,413,626
Building Aid Allowances (Ch74, P.L.1980)		09-204			
SPECIAL MUNICIPAL AID			0	14,000,000	14,000,000
TOTAL SECTION B: STATE AID WITHOUT OFFSETTING APPROPRIATIONS		09	66,933,632	99,780,216	99,778,008

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

(3) MISCELLANEOUS REVENUE - SECTION C: DEDICATED UNIFORM CONSTRUCTION CODE FEES OFFSET WITH APPROPRIATIONS (NJS 40A:4-36 and NJAC 5:32-4.17)

Uniform Construction Code Fees

	FCOA	ANTICIPATED * TY 2010*	BUDGETED * SFY 2010*	REALIZED * SFY 2010*
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
	08-137	1,336,469	4,590,890	2,672,987

Special Item of Revenue Anticipated with Prior Written Consent of Director of Local Government Services:
Additional Dedication Uniform Construction Code Fee offset With Appropriations (NJS 40A:4-36 and NJAC 5:32-4.17)

Uniform Construction Code Fees

	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
	08-137			

TOTAL SECTION C: DEDICATED UNIFORM CONSTRUCTION CODE FEES OFFSET WITH APPROPRIATIONS

	XXXXXXXXXX	1,336,469	4,590,890	2,672,987
	XXXXXXXXXX			

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS

	FCOA	ANTICIPATED	BUDGETED	REALIZED
		* TY 2010*	* SFY 2010*	* SFY 2010*
PARIS Grant	08-159		173,770	173,770
UEZ - Police Program Year 4	10-781			0
Project Glad (ROID)	10-161		20,000	20,000
NJDOT - Milling and Resurfacing	10-780			0
UEZ - Five Year Strategic Plan	10-782			0
State Homeland Security -Rebreathers	10-783		29,273	29,273
HCOS - Boyd McGuiness Park Renovation	10-807		140,000	140,000
HCOS - Hackensack River Waterfront Park Acquisition	10-806		1,125,000	1,125,000
Neighborhood Preservation Program	10-168			0
NJDOT - Newark Avenue Roadway Improvement	10-814		4,311,708	4,311,708
State Homeland Security - Hazmat Vehicles	10-784			0
UEZ- Police Program	10-202			0
Justice Assistance Grant	10-209	444,909	1,834,580	1,834,580
Green Communities	10-785			0
Special Project Support - Summerfest	10-786	4,497		0
NJ Dept.of Labor - Job Training Partnership Act (J.T.P.A.)	10-502	3,464,642	4,107,156	4,107,156
UEZ- Customer Service Skills Center	10-504		355,461	355,461
UEZ - Powerhouse Stabilization Project	10-794		1,813,074	1,813,074

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS

	FCOA	ANTICIPATED * TY 2010 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
Central Avenue SID	10-507	92,700	92,700	92,700
McGinley Square SID	10-508	72,336	72,336	72,336
JTPA-R	10-798		1,743,716	1,743,716
UEZ - Marketing Initiative	10-513	663,795	1,562,217	1,562,217
State Health Service (H1N1)	10-800		493,306	493,306
UEZ - Montecello Main Street	10-519	70,000	70,000	70,000
UEZ - Street Rehabilitation	10-819	429,925		0
CSBG-R	10-797		1,596,740	1,596,740
Safe Routes to Schools	10-530			0
Neighborhood Stabilization Program	10-787		1,700,000	1,700,000
HCOS - City Hall Historic Preservation Study	10-808		25,000	25,000
NUDOT - Transit Village	10-820	260,000		0
UEZ - SBDC Good Faith Waiver Funding	10-809		150,000	150,000
UEZ - CCTV Maintenance	10-511	749,027	749,027	749,027
Local Safety Program - MLK Drive Intersections	10-805		477,240	477,240
RT 440/ 189 Study	10-796		829,966	829,966
Child Health - PORSCHE	10-554	195,000	201,900	201,900
UEZ - Traffic Signal Maintenance	10-817	686,419		0

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS

	FCOA	ANTICIPATED * TY 2010 *	BUDGETED * SFY 2010*	REALIZED * SFY 2010 *
Peer Grouping Grant	10-799	45,000	45,000	45,000
Senior Citizen Services	10-558	65,000	65,000	65,000
Municipal Drug Alliance	10-559	241,739	241,739	241,739
ARRA - Supplemental Subregional Staff Support	10-822	45,584		0
NJDOH - Sexually Transmitted Disease Control	10-564		75,183	75,183
Urban Area Security Initiative Grant - Fire	10-575		1,978,970	1,978,970
Metropolitan Medical Response System (Fire)	10-576			0
SAMHSA - Town Hall Meeting Grant	10-816		500	500
Drunk Driver Enforcement Fund	10-584	14,105	14,105	14,105
UEZ - Hudson Community Enterprise	10-802		150,000	150,000
Energy Efficiency & Conservation Block Grant	10-811		2,329,500	2,329,500
Body Armor Replacement Fund	10-589	17,664	40,228	40,228
Safe and Secure Communities	10-590			0
HCOS - Columbia Park	10-803		100,000	100,000
Law Enforcement Officers Training & Equipment Fund (LEOTEF)	10-585		23,365	23,365
Comprehensive Traffic Safety Grant	10-589	35,800	35,800	35,800
NJDOT - Newark Avenue Phase 3 Side Streets	10-818		1,020,000	1,020,000
HUD - Special Project Grant	10-810		237,500	237,500

08/19/10

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CURRENT FUNDS - ANTICIPATED REVENUES
GENERAL REVENUES

	FCOA	ANTICIPATED * TY 2010 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS				
UEZ-Administrative Budget	10-606	1,199,395	1,199,955	1,199,955
Community Service Block Grant (CSBG)	10-611	0	959,328	959,328
Subregional Transportation Grant	10-614	57,581	57,581	57,581
Historic Downtown SID	10-620	160,000	160,000	160,000
Journal Square UEZ	10-621	673,000	673,000	673,000
UEZ - Woman Rising Community Partnership	10-795		247,500	247,500
NJDOH - Women, Infants & Children (WIC)	10-624	1,508,900	1,569,900	1,569,900
Summer Food Program	10-625	371,960	333,918	333,918
Public Health Priority Funding (PHPF)	10-626		150,082	150,082
Senior Nutrition	10-627	1,111,323	1,111,323	1,111,323
CCTV- Public Security Project	10-737	3,122,250	3,122,250	3,122,250
Underage Drinking Enforcement	10-738		7,500	7,500
NJDOT - Slip Avenue Resurfacing	10-812		208,659	208,659
UEZ - Monticello Main Street Challenge Grant	10-793			0
Clean Communities Program	10-789		285,764	285,764
Smart Future Planning	10-790			0
Lead Identification & Field Training Program (LIFT)	10-791			0
Jersey City Graffiti Removal	10-792			0

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS

	FCOA	ANTICIPATED * TY 2010*	BUDGETED * SFY 2010*	REALIZED * SFY 2010 *
NJMC - Municipal Assistance Grant (Police)	10-747			0
NJDOT - Newark Avenue Streetscape	10-748			0
NJDOT - 5 Intersection Project	10-749		1,020,000	1,020,000
NJDOT - Christopher Columbus Drive	10-750			0
Senior Nutrition - ARRA	10-815		130,169	130,169
UEZ - Maintenance	10-752	1,080,000	1,080,000	1,080,000
Senior Farmer's Market	10-753	3,000	6,000	6,000
Junction Streetscape	10-754			0
HCOS - Reservoir Three	10-755			0
Professional Service Blockfront Program	10-756			0
Urban Gateway Beautification Program	10-757			0
Paris Grant (Police)	10-758			0
HCOS - Berry Lane	10-759		1,200,000	1,200,000
Body Armor Replacement - Arson	10-760			0
FY 10 Municipal Aid Program	10-801		1,225,887	1,225,887
Emergency Management Assistance- OEM	10-762		20,000	20,000
HCOS - Pershing Field Historic Arch Preservation	10-813		25,000	25,000

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

(3) MISCELLANEOUS REVENUE - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC AND PRIVATE REVENUES OFFSET WITH APPROPRIATIONS

	FCOA	ANTICIPATED	BUDGETED	REALIZED
		* TY 2010 *	* SFY 2010 *	* SFY 2010 *
Justice Assistance Grant - 2			444,909	444,909
UEZ - Professional Services Loews Theatre	10-821	115,900		0
Journal Square Vision Study	10-767			0
Determination of Stabilization & Rehab Design Historic Powerhouse Building	10-768			0
Powerhouse Arts District Historic Designation Analysis	10-769			0
MAP - Municipal Assistance Grant	10-770			0
Small Business Development Center	10-771			0
UEZ - MLK Drive Study	10-772	204,150		0
Gap Analysis Jersey City Catastrophic Response Plan	10-773			0
UEZ - Christopher Columbus Drive	10-774			0
UEZ - Liberty Science Center Bridge Loan	10-775			0
Chemical Buffer Zone Protection Program	10-776			0
Recycling Tonnage	10-777	231,403	231,403	231,403
Homeland Security Grant Program	10-778			0
HCOS - Boyd McGuinness Park Restoration	10-779			0
TOTAL - SECTION F: SPECIAL REVENUE ITEMS ANTICIPATED WITH PRIOR WRITTEN CONSENT OF THE DIRECTOR OF LOCAL GOVERNMENT SERVICES - PUBLIC/PRIVATE REVENUES OFFSET WITH APPROPRIATIONS:	10,12,19	17,325,994	45,501,188	45,501,188

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CURRENT FUNDS - ANTICIPATED REVENUES
GENERAL REVENUES

(3) MISCELLANEOUS REVENUE - SECTION G- SPECIAL REVENUE ITEMS
ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF
LOCAL GOVERNMENT SERVICES - OTHER SPECIAL ITEMS

Payments in Lieu of Taxes (P.I.L.O.T.)

	FCOA	ANTICIPATED * TY 2010 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
Athena JC UR	08-224	836,470	1,879,434	1,751,402
Grove Point Condo Urban Renewal	08-225	213,953	454,683	447,976
Erie-Tenth Urban Renewal	08-226	188,739	377,369	395,183
Greene Street UR, LLC	08-227	111,268	240,463	232,974
Liberty Harbor North, UR (Metro Homes) (Gulls Cove)	08-229	777,438	1,431,240	1,627,802
Liberty Harbor North Condo UR 4 LLC	08-231	263,129	602,793	550,939
Liberty Harbor North Brownstones	08-234	223,078	472,521	467,081
95 Van Dam St UR, LLC (The Foundry)	08-236	209,465	673,060	438,577
Lafayette Community LP	08-237	42,650	85,300	85,300
159 Second St UR, LLC (Waldo Lofts)	08-238	292,443	657,632	612,317
Centex Homes (475 Claremont Lofts)	08-240	214,067	593,643	586,406
Newport Shore Club South	08-242	853,942	2,112,577	1,787,986
Montgomery Greene UR, LLC	08-282	366,727	773,137	767,855
H.P. Roosevelt UR, LLC	08-283	223,850	450,000	449,950
Jersey Avenue 883 UR, LLC	08-284			

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

(3.) MISCELLANEOUS REVENUE - SECTION G: SPECIAL REVENUE ITEMS
 ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF
 LOCAL GOVERNMENT SERVICES - OTHER SPECIAL ITEMS

	FCOA	ANTICIPATED * TY 2010 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
K. Hovnanian	08-285	254,536	621,270	532,947
LF. Fam. P3 (Barbara Place)	08-298	25,250		
Monaco South	08-287			
Monaco North	08-288			
Second Street Waterfront	08-289	62,692	0	0
Storms Ave. Elderly Apts LP (YWCA Apts)	08-291	26,114	52,805	52,228
Block 284 North U.R. LLC AKA ST. FRANCIS	08-292	73,735	117,174	148,211
Block 283 South U.R. LLC AKA ST. FRANCIS NURSING	08-293			
100 Water Street	08-294			
Polar Logistics East	08-297	10,347	24,475	20,798
Lafayette St. Living	08-299	5,262	10,524	10,524
254 Bergen Avenue	08-300	5,582	13,554	11,163
Keystone Greenville	08-301	188,664	186,490	377,329
Salern Lafayette Associates	08-302	193,241	341,645	386,482
Unico Apartments	08-303	156,808	251,179	313,616
Mt Carmel Guild (Ocean Towers)	08-304	65,649	133,000	131,298
Vector U.R. Assoc. I (Harborspire I)	08-305	1,165,767	1,837,961	2,440,885
Villa Borinquen (Puerto Rican Luteran)	08-306	190,355	327,000	380,710

08/19/10

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CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

	FCOA	ANTICIPATED * TY 2010 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
Van Wagenen I	08-307	122,117	244,000	244,233
Plaza Apartments	08-308	28,500	57,000	57,000
Path	08-309	86,729	86,729	86,729
Battery View Seniors	08-310	130,452	271,600	271,775
Vector U.R. Assoc. II (Harborspire II)	08-311			
Jones Hall Associates	08-312	46,257	91,770	92,514
Summit Plaza Apartments	08-313	107,575	215,150	215,150
Jersey Heights Realty	08-314	26,625	51,000	53,250
106 York Street UR Co.	08-315			0
Port Authority of New York/New Jersey	08-316	0	736,305	736,305
Muelhlenberg Gardens Seniors	08-317	73,222	116,471	146,443
Bergen Manor Associates	08-318	13,376	26,000	26,753
Kennedy Manor Associates	08-319	10,750	20,000	21,499
Montgomery Gateway I	08-320	119,314	228,172	238,629
Montgomery Gateway II	08-321	107,460	123,870	214,921
Y.W.C.A. - Storms Ave. Elderly Arts	08-322	0		0
Fairview Associates	08-323	66,750	117,000	133,500
GSJC 30 Hudson St, UR (Comm. Rental Units)	08-326	0		0
Kennedy Blvd. Associates	08-327	74,500	149,000	149,000
Brunswick Estates	08-328	70,500	140,000	141,000

CURRENT FUNDS - ANTICIPATED REVENUES				
GENERAL REVENUES				
	FCOA	ANTICIPATED	BUDGETED	REALIZED
		* TY 2010 *	* SFY 2010 *	* SFY 2010 *
2854 Kennedy Blvd LLC	08-330	31,089	69,300	62,820
Chowanec UR, LLC	08-333	6,627	14,251	13,253
PHM Associates	08-336	385,126	778,900	774,123
MEPT Journal Square Development UR LLC	08-338			0
475 Claremont Lofts	08-339	109,828	233,094	229,959
NC Housing Associates #100	08-340	385,621	806,000	775,119
NC Housing Associates #200	08-341	542,597	1,054,900	1,090,647
412-420 MLK Drive, LLC (TheAuburn)	08-342	5,184	10,171	10,421
Port Liberte'	08-343	1,066,420	2,245,173	2,232,872
Hotel at Newport UR, LLC (Westin)	08-344	349,354	652,013	702,220
Volunteers of America	08-346	43,125	84,000	86,250
Lafayette Family Phase II (Pacific Court)	08-348	21,720	43,440	43,440
Portside Urban Renewal	08-349	894,543	1,762,510	1,798,076
205 10th Street	08-350			0
Toy Factory Apartments, LP	08-352	27,657	44,779	55,592
Fairmount Housing/155 MLK Drive	08-359	201	1,500	402
Ocean Bayview I Urban Renewal	08-360	7,299	14,100	14,599
Rialto Capital UR, LLC	08-361	473,172	1,005,425	990,729
Tower of America	08-362	1,582,945	3,181,800	3,181,800
Sienna Urban Renewal	08-363	328,365	678,700	660,031

CURRENT FUNDS - ANTICIPATED REVENUES
GENERAL REVENUES

	FCOA	ANTICIPATED * TY 2010 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
30 River Court East	08-365	865,650	1,740,000	1,740,000
20 River Court West	08-366	780,602	1,569,000	1,569,050
Newport Office Center III	08-367	509,474	973,177	1,024,070
Newport Office Center IV	08-368	749,956	1,473,718	1,507,449
90 Hudson Urban Renewal	08-369	558,737	1,096,616	1,123,089
70 Hudson Street	08-370	519,600	1,048,441	1,044,421
Portofino Towers / Portofino Waterfront U.R.	08-371	1,115,235	2,377,135	2,335,081
Candlewood Urban Renewal	08-372	132,266	269,301	265,860
Marbella Tower Urban Renewal Associates	08-373	785,322	1,580,000	1,578,537
Sugar House	08-375	330,329	686,960	691,644
74 Grand Street	08-378	363,518	744,489	757,329
Grand LHN I UR LLC	08-379			
Newport Hotel One Urban Renewal	08-380	66,200	138,830	138,609
T.C.R. Pier Urban Renewal	08-383	355,621	695,231	744,601
Arlington Arms Apts.	08-385	21,951	44,000	43,902
Padua Court	08-386	11,816	24,000	23,632
Paulus Hook Community Housing	08-388	147,061	240,000	294,122
College Towers	08-389			0
Grandview Terrace	08-390	90,425	167,000	181,760
Equality Housing	08-391	56,000	112,000	112,000

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

	FCOA	ANTICIPATED * TY 2010 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
Audbon Park Associates	08-392	70,000	140,000	140,000
Lafayette Family URA LLC (Woodward Terrace)	08-393	16,845		0
Van Wagenen II	08-394	50,000	100,000	100,000
Commerz N.J.	08-395			
101 Hudson Urban Renewal	08-396			
James Monroe	08-397	1,018,369	2,130,019	2,132,263
Criterion	08-399			
Hague	08-400			
Claremont Urban Renewal Corp.	08-401			
Mid City Apt. UR II	08-402	3,239	6,498	6,478
Fairmount Housing Group (Bergen & Grant)	08-403	2,948	5,876	5,897
Resurrection House	08-404	7,083	14,166	14,166
Euell Development	08-405	1,866	2,652	3,733
Arlington Gardens	08-406	24,058	53,608	48,116
Villa Borinquen II	08-407	6,000	12,000	12,000
Lutheran Residence Corp.	08-408	3,810	7,600	7,620
169 M.L.K. Drive Corp.	08-409			0
Mercury UR, LLC	08-410			0
Town Cove North Urban Renewal	08-411	576,084	1,335,600	1,157,957
Mid-City Apartments UR I	08-412	6,000	11,600	12,000

CURRENT FUNDS - ANTICIPATED REVENUES					
ACCT CODE	GENERAL REVENUES	FCOA	ANTICIPATED	BUDGETED	REALIZED
			* TY 2010 *	* SFY 2010 *	* SFY 2010 *
4637	Hudson Hospitality	08-414	105,169	192,653	211,394
4638	Fairmount Hotel	08-415	5,563	14,900	11,181
4639	Summit Urban Renewal	08-416	5,310	11,800	10,673
4640	New Community Hudson Seniors - 33 Orchard Street	08-417	32,976	66,131	66,282
4643	Town Cove South Urban Renewal (Pinnacle Towers)	08-418	775,102	1,412,860	1,622,910
4644	Public School #2	08-419	0		0
4645	Newport Office Center V	08-420	882,326	1,783,522	1,773,519
4646	Newport Office Center VI	08-421	394,051	797,202	792,063
4647	Newport Office Center VII	08-422	1,396,763	2,812,970	2,807,565
4648	Liberty Waterfront	08-423	688,689	1,420,530	1,384,300
4650	30 Hudson Street	08-425	1,714,734	3,558,549	3,446,702
4652	Project HOME Urban Renewal	08-427	13,517	26,519	27,170
	Athena Bldg UR, LLC	08-428			0
4654	Hudson Point Apartments	08-429	309,864	644,266	622,843
4655	North Pier Apartments	08-430	562,566	1,762,510	1,130,786
4656	T.C.R. JCI Urban Renewal	08-431	411,347	867,846	826,829
4657	25 River Drive Urban Renewal	08-432	727,416	1,495,000	1,462,143
4805	M.L.K. Drive Urban Renewal (HUB)	08-434	0	168,808	3,034
4806	Port Liberte II	08-435	1,815,846	3,756,668	3,802,022
4807	Summit/Greenwich Urban Renewal	08-436	58,166	119,295	116,917

CURRENT FUNDS - ANTICIPATED REVENUES
GENERAL REVENUES

(3) MISCELLANEOUS REVENUE - SECTION G: SPECIAL REVENUE ITEMS
ANTICIPATED WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF
LOCAL GOVERNMENT SERVICES - OTHER SPECIAL ITEMS

	FCOA	ANTICIPATED * TY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
J.H. & R.C. Senior Homes	08-413	332	1,785	668
50 Hudson Street - Goldman Sachs	08-426			0
Let's Celebrate	08-458	1,797	3,500	3,593
140 Bay Street	08-459	201,385	394,765	421,661
700 Grove Street	08-460	911,998	1,948,360	1,909,543
Liberty Point	08-461	87,659	202,360	183,540
Bostwick Court UR Assoc. LLP	08-462	34,909	70,765	70,170
Henderson Lofts	08-463	335,365	687,733	674,100
K. Hovnanian at 77 Hudson St., UR, Co., LLC	08-467	225,424	189,125	471,994
203-207 Van Vorst UR Co., LLC (Lofts at Van Vorst)	08-468			0
EQR at 77 Hudson Street	08-466	367,680	747,783	739,056
Shore Club North UR LLC	08-470	718,021	1,514,376	1,503,393
ACC Tower 1A (American Can)	08-472	110,819	197,761	232,033
MEPT Journal Square Tower South UR	08-473			0
Aqua UR Co, LLC	08-477	138,762	745,059	278,919
Greenville Steering Committee	08-605	0	2,100	0
TOTAL P.I.L.O.T.	08-150	42,898,798	87,811,273	88,123,057

CURRENT FUNDS - ANTICIPATED REVENUES
GENERAL REVENUES

(3) MISC REVENUE - SECTION G: SPECIAL REVENUE ITEMS ANTIC WITH PRIOR WRITTEN CONSENT OF DIRECTOR OF DLGS-OTHER SPECIAL ITEMS	FCOA	ANTICIPATED * SFY 2011 *	BUDGETED * SFY 2010 *	REALIZED * SFY 2010 *
Sale of Municipal Prop - Land Sales	08-121	0	5,860,000	5,865,000
United Water Reimbursement Water Operations	08-117	405,919	691,672	811,837
MUA Reimbursement Water Operations	08-118	78,400	490,891	417,311
MUA Franchise Concession Payment	08-113	3,500,000	16,000,000	16,041,375
MUA Water Debt Service Payment	08-114	4,764,883	5,868,779	5,827,403
Uniform Fire Safety Act	08-134	125,000	250,000	250,000
Res. for Payment of Capital Debt	08-126	0	8,500,000	8,500,000
Developer's Fee for Riparian Rights			0	
Added and Omitted Taxes	08-153	844,291	844,291	844,291
Parking Lot Audit	08-144		0	
Reserve for Capital Outlay	80-171			
Reserve for Burial	08-170			
Reserve for Don Arlington Park	08-172			
Reserve for TB Program	08-173			
Reserve for Public Safety	08-174			
Reserve for Clean/Green	08-177			
Reserve for Fire Truck	08-175			
Reserve for Hudson Region Health	08-176			
Honeywell Settlement		0	0	
TOTAL SECT G: SPC REV ITEMS ANTIC W/ PRIOR CONSENT OF DIR OF DLGS -	08	52,617,291	126,256,906	126,680,274

CURRENT FUNDS - ANTICIPATED REVENUES

GENERAL REVENUES

SUMMARY OF REVENUES

1. SURPLUS ANTICIPATED (Sheet 4,#1)

2. SURPLUS ANTICIPATED W/PRIOR CONSENT DIR. DLGS(Sheet 4,#2)

3. MISCELLANEOUS REVENUES:

	FCOA	ANTICIPATED	BUDGETED	REALIZED
		* TY 2010 *	* SFY 2010 *	* SFY 2010 *
Total Section A: Local Revenues	08	11,891,534	30,025,692	28,697,601
Total Section B: State Aid W/O Offsetting Appropriations	09	66,933,632	99,780,216	99,778,008
Total Section C: Dedicated Uniform Construction with Approp	08	1,336,469	4,590,890	2,672,987
Total Section D: Interlocal Municipal Service Agreements	11	0	0	0
Total Section E: Special Items - Additional Revenues	08	0	0	0
Total Section F: Special Items - Public & Private Revenues	10,12,19	17,325,994	45,501,188	45,501,188
Total Section G: Special Items - Other Special Items	08	52,617,291	126,256,906	126,680,274
TOTAL - MISCELLANEOUS REVENUES	40004-00	150,104,920	306,154,892	303,330,058
(4.) RECEIPTS FROM DELINQUENT TAXES	193-15	0	564,154	414,801
(5.) SUBTOTAL GENERAL REVENUES (Items 1,2,3, & 4)	40001-00	154,408,920	318,815,046	315,840,859
(6.) AMOUNT TO BE RAISED BY TAXES FOR SUPPORT OF MUNICIPAL BUDGET:				
(a.) Local Tax Including Reserve For Uncollected Taxes	07-190	97,154,492	185,058,594	184,510,647
(b.) Addition to Local District School Tax	07-191	4,162,716	7,506,918	7,506,918
TOTAL - AMOUNT TO BE RAISED BY TAXES	07	101,317,208	192,565,512	192,017,565
(7.) TOTAL GENERAL REVENUES	40000-00	255,726,128	511,380,558	507,858,424

(8) GENERAL APPROPRIATIONS

(A) OPERATIONS within "CAPS"	FCOA	TY 2010	Appropriated			Expended SFY 2010	
			SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
OFFICE OF THE MAYOR							
MAYOR'S OFFICE	20-110						
100 - Salaries & Wages	20-110-1	488,560	1,030,000		1,030,000	948,768	81,232
101 - Other Expenses	20-110-2	23,660	58,000		58,000	25,951	32,049
TOTAL OFFICE OF THE MAYOR		512,200	1,088,000	0	1,088,000	974,719	113,281
CITY CLERK & MUNICIPAL COUNCIL							
OFFICE OF THE CITY CLERK	20-120						
200 - Salaries & Wages	20-120-1	433,000	733,000		733,000	657,559	75,441
201 - Other Expenses	20-120-2	54,175	114,600		114,600	77,207	37,393
202 - General & Primary Election	20-120-2	50,000	100,000		100,000	76,500	23,500
203 - Municipal Election	20-120-2	0	0		0	0	0
MUNICIPAL COUNCIL	2-123						
210 - Salaries & Wages	20-123-1	288,723	573,440		573,440	571,830	1,610
211 - Other Expenses	20-123-2	40,550	83,600		83,600	74,459	9,141
ANNUAL AUDIT - 214 - Other Expenses	20-135-2	360,000	0		0	0	0
TOTAL CITY CLERK & COUNCIL		1,226,448	1,604,640	0	1,604,640	1,457,555	147,085

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(8) GENERAL APPROPRIATIONS

Appropriated

Expended SFY 2010

(A) OPERATIONS within "CAPS"	FCOA	TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
DEPARTMENT - ADMINISTRATION							
ADMINISTRATOR'S OFFICE	20-100						
250 - Salaries & Wages	20-100-1	1,200,000	2,262,250		2,262,250	2,262,249	1
251 - Other Expenses	20-100-2	49,750	99,500		99,500	87,785	11,715
ARCHITECTURE	20-112						
253 - Salaries & Wages	20-112-1	0	527,000		527,000	522,324	4,676
254 - Other Expenses	20-112-2	0	25,500		25,500	14,971	10,529
MANAGEMENT & BUDGET	20-101						
255 - Salaries & Wages	20-101-1	184,300	237,700		237,700	227,898	9,802
256 - Other Expenses	20-101-2	168,288	337,700		337,700	303,109	34,591
ENGINEERING	20-113						
257 - Salaries & Wages	20-113-1	0	2,031,000		2,031,000	1,933,108	97,892
258 - Other Expenses	20-113-2	0	1,284,200		1,284,200	265,899	1,018,301
PURCHASING & CENTRAL SERVICES	20-102						
260 - Salaries & Wages	20-102-1	326,686	670,200		670,200	662,212	7,988
261 - Other Expenses	20-102-2	21,525	52,500		52,500	42,205	10,295
REAL ESTATE	20-103						
272 - Salaries & Wages	20-103-1	101,459	194,500		194,500	193,091	1,409
273 - Other Expenses	20-103-2	6,400	13,700		13,700	10,604	3,096

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(A) OPERATIONS within "CAPS"	FCOA	Appropriated				Expended SFY 2010	
		TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
ACCOUNTS & CONTROL							
330 - Salaries & Wages	20-134	266,684	567,000		567,000	548,278	18,722
331 - Other Expenses	20-134	2,500	5,880		5,880	4,274	1,606
INTERNAL AUDIT							
332 - Salaries & Wages	20-147	83,646	160,000		160,000	158,959	1,041
333 - Other Expenses	20-147	1,298	3,100		3,100	1,244	1,856
TOTAL-DEPARTMENT OF ADMINISTRATION		8,695,364	21,146,405		21,146,405	19,054,018	2,092,387
TAX ASSESSOR							
375 - Salaries & Wages	20-150-1	493,745	1,000,200		1,000,200	945,090	55,110
376 - Other Expenses	20-150-2	69,600	281,200		281,200	142,638	138,562
TOTAL - OFFICE OF THE TAX ASSESSOR		563,345	1,281,400		1,281,400	1,087,728	193,672
DEPARTMENT OF LAW							
LAW DEPARTMENT							
395 - Salaries & Wages	20-155-1	1,353,883	2,730,500		2,730,500	2,672,149	58,351
396 - Other Expenses	20-155-2	328,550	946,800		946,800	880,401	66,399
TOTAL - DEPARTMENT OF LAW		1,682,433	3,677,300		3,677,300	3,552,550	124,750

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(8.) GENERAL APPROPRIATIONS		Appropriated				Expended SFY 2010	
(A.) OPERATIONS within "CAPS"	FCOA	TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
DEPARTMENT OF PUBLIC WORKS							
DIRECTOR'S OFFICE	26-290						
400 - Salaries & Wages	26-290-1	246,335	545,595		545,595	486,010	59,585
401 - Other Expenses	26-290-2	14,450	93,900		93,900	73,625	20,275
ARCHITECTURE	26-112						
253 - Salaries & Wages	26-112-1	275,000				0	
254 - Other Expenses	26-112-2	9,750				0	
PARK MAINTENANCE	28-375						
408 - Salaries & Wages	28-375-1	1,123,675	2,464,800		2,464,800	2,464,800	0
409 - Other Expenses	28-375-2	368,000	736,000		736,000	569,430	166,570
ENGINEERING	26-113						
257 - Salaries & Wages	26-113-1	910,060					
258 - Other Expenses	26-113-2	462,150					
BUILDING & STREET MAINTENANCE	26-291						
412 - Salaries & Wages	26-291-1	1,303,916	2,582,725		2,582,725	2,582,725	0
413 - Other Expenses	26-291-2	669,550	1,176,060		1,176,060	1,122,394	53,666
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(8) GENERAL APPROPRIATIONS		Appropriated		Appropriated		Expended SFY 2010	
(A.) OPERATIONS within "CAPS"	FCOA	SFY 2011	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
AUTOMOTIVE SERVICES	26-315						
415 - Salaries & Wages	26-315-1	437,868	905,100		905,100	905,100	0
416 - Other Expenses	26-315-2	1,030,900	2,302,700		2,302,700	2,165,696	137,004
NEIGHBORHOOD IMPROVEMENT							
422 - Salaries & Wages	20-175-1	290,240	625,200		625,200	616,248	8,952
423 - Other Expenses	20-175-2	5,200	19,000		19,000	8,412	10,588
TOTAL DEPARTMENT OF PUBLIC WORKS		7,147,094	11,451,080		11,451,080	10,994,440	456,640
DEPARTMENT OF RECREATION							
DIRECTOR'S OFFICE	28-370						
455 - Salaries & Wages	28-370-1	1,975,000	2,945,000		2,945,000	2,764,861	180,139
456 - Other Expenses	28-370-2	225,000	352,235		352,235	262,368	89,867
TOTAL - DEPARTMENT OF RECREATION		2,200,000	3,297,235		3,297,235	3,027,229	270,006
DEPARTMENT - HEALTH & HUMAN SERVICES							
DIRECTOR'S OFFICE	27-330						
500 - Salaries & Wages	27-330-1	420,575	816,500		816,500	796,538	19,962
501 - Other Expenses	27-330-2	32,375	71,300		71,300	49,863	21,437

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SHEET 15C

(8) GENERAL APPROPRIATIONS		Appropriated				Expended SFY 2010		
(A.) OPERATIONS within "CAPS"	FCOA	TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved	
HEALTH	27-331							
510 - Salaries & Wages	27-331-1	1,041,746	2,209,325		2,209,325	2,082,891	126,434	
511 - Other Expenses	27-331-2	256,000	656,066		656,066	593,789	62,277	
CULTURAL AFFAIRS	27-332							
512 - Salaries & Wages	27-332-1	335,084	641,000		641,000	612,335	28,665	
513 - Other Expenses	27-332-2	89,500	176,700		176,700	97,420	79,280	
CLINICAL SERVICES	27-333							
515 - Salaries & Wages	27-333-1	168,026	154,094		154,094	139,482	14,612	
516 - Other Expenses	27-333-2	23,135	46,270		46,270	37,365	8,905	
AIDS EDUCATION PROGRAM	27-334							
581 - Other Expenses	27-334-2	10,000	20,000		20,000	18,923	1,077	
SENIOR CITIZEN AFFAIRS								
511 - Salaries & Wages	27-335	181,327	234,500		234,500	234,500	1	
Other Expenses	27-335	45,300	73,275		73,275	60,730	12,545	
TOTAL - HEALTH & HUMAN SERVICES		2,603,068	5,099,030		5,099,030	4,723,835	375,195	
DEPARTMENT OF FIRE & EMERGENCY SVCS.								
601 - FIRE OE O.S.H.A. (PL 1983,c.516)	25-267-2	175,000	350,000		350,000	350,000	0	
UNIFORM FIRE SAFETY ACT (PL83,c.383)	25-266							
602 - Salaries & Wages	25-266-1	117,500	235,000		235,000	235,000	0	
603 - Other Expenses	25-266-2	7,500	15,000		15,000	0	15,000	

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SHEET 15D

(8.) GENERAL APPROPRIATIONS

(A.) OPERATIONS within "CAPS"	FCOA	Appropriated				Expended SFY 2010	
		TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
Uniform Construction Code - Appropriations Offset by Dedicated Revenues (N.J.A.C. 5:23-4.17)		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
CONSTRUCTION CODE OFFICIAL	22-195						
702 - Salaries & Wages	22-195-1	975,816	1,999,900		1,999,900	1,937,892	62,008
703 - Other Expenses	22-195-2	64,118	146,000		146,000	91,899	54,101
TENANT/LANDLORD RELATIONS	22-196						
712 - Salaries & Wages	22-196-1	20,395	75,100		75,100	64,642	10,458
713 - Other Expenses	22-196-2	5,050	12,800		12,800	7,278	5,522
COMMUNITY DEVELOPMENT	27-360						
715 - Other Expenses	27-360-2	2,125	5,000		5,000	3,969	1,031
COMMERCE	22-197						
718 - Salaries & Wages	22-197-1	405,312	911,600		911,600	820,283	91,317
719 - Other Expenses	22-197-2	19,725	41,500		41,500	33,206	8,294
ECONOMIC DEVELOPMENT	22-171						
720 - Salaries & Wages	22-171-1	167,888	388,250		388,250	365,127	23,123
721 - Other Expenses	22-171-2	1,850	7,200		7,200	2,054	5,146
CITY PLANNING	21-180						
722 - Salaries & Wages	21-180-1	383,310	760,340		760,340	743,655	16,685
723 - Other Expenses	21-180-2	5,850	16,400		16,400	9,925	6,475

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SHEET 15F

(8) GENERAL APPROPRIATIONS		Appropriated				Expended SFY 2010	
(A.) OPERATIONS within "CAPS"	FCOA	TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
UNCLASSIFIED (CONTINUED)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
883 - ELECTRICITY	31-430-2	1,950,000	3,000,000		3,000,000	2,906,771	93,229
885 - STREET LIGHTING	31-431-2	1,950,000	3,000,000		3,000,000	2,500,000	500,000
886 - MUNICIPAL RENT	31-432-2	1,660,000	3,120,000		3,120,000	2,586,510	533,490
888 - GASOLINE	31-434-2	600,000	1,100,000		1,100,000	1,098,961	1,039
889 - COMMUNICATIONS	31-435-2	887,000	1,218,000		1,218,000	1,053,650	164,350
899 - FUEL	31-436-2	0	0		0	0	
887 - OFFICE SERVICES	31-433-2	680,600	1,361,200		1,361,200	1,055,735	305,465
970 - SALARY ADJUSTMENT	30-414-2					0	
TOTAL UNCLASSIFIED		71,997,365	115,034,164	0	115,034,164	110,321,166	4,712,998
875 - ACCUMULATED ABSENCES	30-415	0	8,404,000	0	8,404,000	8,403,600	400
TOTAL OPERATIONS within "CAPS"	32315-00	187,688,940	340,842,805		340,842,805	326,391,519	14,451,286
(B.) CONTINGENT	35-470	50,000	50,000	XXXXXXXXXXXXXX	50,000	0	50,000
TOTAL OPERATIONS incl. CONTINGENT within "CAPS"	30001-00	187,738,940	340,892,805	0	340,892,805	326,391,519	14,501,286
DETAIL:							
SALARIES & WAGES	30001-11	107,390,638	209,349,895		209,349,895	202,969,620	6,380,275
OTHER EXPENSES (incl. Contingen)	30001-99	80,348,302	131,542,910	0	131,542,910	123,421,899	8,121,011

(E) DEFERRED CHARGES & STATUTORY EXPENDITURES within "CAPS"	FCOA	TY 2010	Appropriated			Expended SFY 2010	
			SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(1.) DEFERRED CHARGES:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
EMERGENCY AUTHORIZATIONS	46-870			XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Special Emergency Authorizations				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
5 Years (40A:4-55)				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Special Emergency Authorizations				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
3 Years(40A:4-55,1)(40A:4-55,13)				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Overexpended Grant Reserves				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Overexpenditures	46-890-2			XXXXXXXXXXXXXXXXXXXX		0	XXXXXXXXXXXXXXXXXXXX
Expenditure without Appropriation	46-891-2			XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
923 - PRIOR YEARS BILLS	30-471-2	7,500	15,469	XXXXXXXXXXXXXXXXXXXX	15,469	15,469	XXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
SUBTOTAL - DEFERRED CHARGES		7,500	15,469	XXXXXXXXXXXXXXXXXXXX	15,469	15,469	XXXXXXXXXXXXXXXXXXXX

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(E) DEFERRED CHARGES & STATUTORY EXPENDITURES WITHIN "CAPS"	FCOA	TY 2010	Appropriated			Expended SFY 2010	
			SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid/Charged	Reserved
(2.) STATUTORY EXPENDITURES:		XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX
928- Social Security System (O.A.S.I.)	36-473-2	2,200,000	4,345,000		4,345,000	3,891,894	453,106
929 - Consol. Police/Fire Pension	36-474-2	122,607	122,607		122,607	122,607	0
Police/Fire Retirement System NJ	36-488	0	15,862,058		15,862,058	15,862,058	0
926- Mun. Employees Pension Fund	36-478	3,653,962	5,655,937		5,655,937	5,655,937	0
931 - Employees Non-Contributory Pension (NJS43:88-7)	36-475-2	125,000	247,812		247,812	226,910	20,902
932 - Pensioned Employees	36-476-2	49,986	99,972		99,972	91,638	8,334
933 - Payments To Widows & Dependents Deceased Public Safety Members(NJ40:11.43:8B)	36-477-2	360	720		720	659	61
935 - UNEMPLOYMENT COMP. INSURANCE N.J.S. 43:31 et seq	23-225-2	50,000	100,000		100,000	100,000	0
Public Employees' Retirement System (PERS)	36-472-2	0	1,187,712		1,187,712	1,177,732	9,980
Defined Contribution Retirement Program		0	0		0	0	0
SUBTOTAL STATUTORY EXPENDITURES		6,201,915	27,621,818		27,621,818	27,129,435	492,383
TOTAL DEFERRED CHARGES & STATUTORY EXPENDITURES - MUNICIPAL WITHIN CAPS	30004-00	6,209,415	27,637,287		27,637,287	27,144,904	492,383
(G.) CASH DEFICIT OF PRECEEDING YEAR	46-885-02						
(H-1) TOTAL GENERAL APPROPRIATIONS WITHIN "CAPS"	30005-00	193,948,355	368,530,092		368,530,092	353,536,423	14,993,669

(8.) GENERAL APPROPRIATIONS	Appropriated		Expended SFY 2010				
(A.) OPERATIONS-EXCLUDED "CAPS"	FCOA	TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
UNIFORM CONSTRUCTION CODE INCREASED FEE REVENUES (NJAC 5:23-4.17)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
TOTAL - INCREASED CONSTRUCTION CODE FEES	XXXXXXXXXX	0	0	0	0	0	0

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(8.) GENERAL APPROPRIATIONS	Appropriated		Expended SFY 2010				
(A.) OPERATIONS-EXCLUDED "CAPS"	FCOA	TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
INTERLOCAL MUNICIPAL SERVICE AGREEMENTS	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
TOTAL - INTERLOCAL SERVICE AGREEMENTS		0	0	0	0	0	0

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SHEET 22

(8.) GENERAL APPROPRIATIONS	Appropriated		Expended SFY 2010				
(A.) OPERATIONS-EXCLUDED "CAPS"	FCOA	TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
ADDITIONAL APPROPRIATIONS OFFSET BY REVENUES (N.J.S. 40A:4-45.3H)	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
TOTAL - ADDITIONAL APPROPRIATIONS		0	0	0	0	0	0

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SHEET 23

(8.) GENERAL APPROPRIATIONS

(A.) OPERATIONS-EXCLUDED "CAPS" PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3h)	FCOA	TY 2010	Appropriated			Expended SFY 2010	
			SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
Public Health Priority Funding	41-091		150,082		150,082	150,082	0
Summer Food Service	41-114	371,960	333,918		333,918	333,918	0
Women, Infant & Children (W.I.C.)	41-158	1,508,900	1,569,900		1,569,900	1,569,900	0
Child Health - PORSCHE	41-019	195,000	201,900		201,900	201,900	0
Tobacco Age of Sale	41-135					0	0
RT 440/ 189 Study	41-298		829,966		829,966	829,966	0
Sexually Transmitted Disease Control	41-112		75,183		75,183	75,183	0
Mun.Alliance-Drug & Alcohol Abuse	41-056	302,174	302,174		302,174	302,174	0
UEZ - Hudson Community Enterprise	41-264		150,000		150,000	150,000	0
UEZ - Monticello Main Street	41-129	70,000	70,000		70,000	70,000	0
UEZ - Customer Service Skills Center	41-116		355,461		355,461	355,461	0
State Homeland Security - Rebreathers	41-245		29,273		29,273	29,273	0
Job Training Partnership Act	41-058	3,464,642	4,107,156		4,107,156	4,107,156	0
Gap Analysis Jersey City Catastrophic Response	41-235					0	0
JTPA-R	41-260		1,743,716		1,743,716	1,743,716	0
Senior Citizen Services	41-120		65,000		65,000	65,000	0
UEZ - Five Year Strategic Plan	41-244					0	0
PARIS Grant	41-186		173,770		173,770	173,770	0

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SHEET 24

(8) GENERAL APPROPRIATIONS

(A.) OPERATIONS-EXCLUDED "CAPS" PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NUS 40A:4-43.3h)	FCOA	Appropriated				Expended SFY 2010	
		TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
Community Service Block Grant	41-015		959,328		959,328	0	0
Local Safety Program - MLK Drive Intersections	41-267		477,240		477,240	0	0
Senior Nutrition	41-113	1,374,698	1,374,698		1,374,698	0	0
State Health Service (H1N1)	41-262		493,306		493,306	0	0
Urban Gateway Beautification Program	41-700					0	0
UEZ - Woman Rising Community Partnership	41-257		247,500		247,500	0	0
HCOS - Columbia Park	41-265		100,000		100,000	0	0
HCOS - Bergy Lane Expansion	41-221		1,200,000		1,200,000	0	0
Recycling Tonnage	41-239	231,403	231,403		231,403	0	0
State Homeland Security - Hazmat Vehicles	41-246					0	0
NJDOT - Milling and Resurfacing	41-242					0	0
UEZ - Journal Square Vision Study	41-229					0	0
Clean Communities Program	41-251					0	0
HCOS - Boyd McGuinness Park	41-241					0	0
Homeland Security And Prep Grant	41-240					0	0
UEZ - Raising Tide Capital	41-700					0	0
UEZ - Business Relocation Grant	41-057					0	0
UEZ - Stabilization & Rehab Historic Powerhouse	41-230					0	0

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SHEET 24A

(8.) GENERAL APPROPRIATIONS

(A.) OPERATIONS-EXCLUDED "CAPS" PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3h)	FCOA	Appropriated				Expended SFY 2010	
		TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
Safe Routes to Schools	41-700				0	0	0
EDC Administration	41-140	1,198,395	1,199,955		1,199,955	1,199,955	0
CSBG-R	41-289		1,596,740		1,596,740	1,596,740	0
Smart Future Planning	19-400				0	0	0
Professional Service Blockfront Program	19-218				0	0	0
Central Avenue SID	41-138	92,700	92,700		92,700	92,700	0
Senior Farmer's Market	41-215	3,000	6,000		6,000	6,000	0
Historic Downtown SID	41-047	160,000	160,000		160,000	160,000	0
McGinley Square SID	41-071	72,336	72,336		72,336	72,336	0
UEZ- Monticello Main St Challenge Grant	19-400				0	0	0
Lead Identification & Field Training Pro (LIFT)	19-400				0	0	0
Journal Square SID	41-142	673,000	673,000		673,000	673,000	0
Jersey City Graffiti Removal	19-400				0	0	0
NJMC - Municipal Assistance Grant (Police)	19-208				0	0	0
NJDOT - Newark Avenue Streetscape	19-209				0	0	0
Green Communities	19-247				0	0	0
NJDOT - 5 Intersection Program	41-210		1,020,000		1,020,000	1,020,000	0
Special Project Support - Summerfest	41-248	4,497			0	0	0

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SHEET 24B

(8) GENERAL APPROPRIATIONS

(A.) OPERATIONS-EXCLUDED "CAPS" PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3h)	FCOA	TY 2010	Appropriated				Expended SFY 2010			
			SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved			
UEZ - Powerhouse Arts District Historic Design	40-231	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	0
UEZ - Liberty Science Center Bridge Loan	41-237					0	0	0	0	0
Hudson County Urban Area Security Initiative-Fire	41-172		1,978,970			1,978,970	1,978,970	0	0	0
Body Armor Replacement - Arson	41-223					0	0	0	0	0
UEZ - Professional Services Loews Theatre	41-283		115,900			0	0	0	0	0
ARRA - Supplemental Subregional Staff Support	41-284		45,584			0	0	0	0	0
Justice Assistance Grant	41-184		444,909			1,834,580	1,834,580	0	0	0
Comprehensive Traffic Safety Grant	41-021		35,800			35,800	35,800	0	0	0
UEZ - Police Program Year 4	41-243					0	0	0	0	0
Local Law Enforcement Training & Equipment(LEOTEF)	41-067			23,365		23,365	23,365	0	0	0
Body Armor Replacement	41-004		17,654			40,228	40,228	0	0	0
Small Business Development Center	41-233					0	0	0	0	0
CCTV Public Security Project	41-146		3,122,250			3,746,700	3,746,700	0	0	0
UEZ - Street Rehabilitation	41-281		429,925			0	0	0	0	0
OJJDP Underage Drinking Enforcement	41-198			7,500		7,500	7,500	0	0	0
Urban Areas Security Initiative - Fire	41-700					0	0	0	0	0
Drunk Driving Enforcement Fund	41-086		14,105			14,105	14,105	0	0	0
UEZ - MILK Drive Study	41-234		204,150			0	0	0	0	0

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SHEET 24C

(8) GENERAL APPROPRIATIONS

(A.) OPERATIONS-EXCLUDED "CAPS" PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3b)	FCOA	SFY 2011	Appropriated			Expended SFY 2010		
			SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved	
Neighborhood Stabilization Program	41-249	xxxxxxx	1,700,000	0	1,700,000	1,700,000	0	
Neighborhood Housing Rehabilitation	41-700			0	0	0	0	
UEZ - CCTV Maintenance	41-136	762,732	762,732		762,732	762,732	0	
UEZ - Good Faith Waiver Funding	41-271		150,000		150,000	150,000	0	
HCOS - City Hall Historic Preservation Study	41-270		25,000		25,000	25,000	0	
HCOS - Boyd McGuinness Park Renovation	41-269		140,000	0	140,000	140,000	0	
HCOS - Hackensack River Waterfront Park Acq.	41-268		1,125,000	0	1,125,000	1,125,000	0	
HUD - Special Project Grant	41-272		237,500		237,500	237,500	0	
Energy Efficiency & Conservation Block Grant	41-273		2,329,500	0	2,329,500	2,329,500	0	
NJDOT - Sip Avenue Resurfacing	41-274		208,659	0	208,659	208,659	0	
HCOS - Pershing Field Historic Arch Preservation	41-275		25,000		25,000	25,000	0	
Recreation Opportunities for Ind. w/ Dis (ROID)	41-188		24,000	0	24,000	24,000	0	
NJDOT - Newark Avenue Roadway Improvement	41-273		4,311,708		4,311,708	4,311,708	0	
Senior Nutrition Program	41-277		130,169	0	130,169	130,169	0	
SAMHSA - Town Hall Meeting Grant	41-278		500		500	500	0	
NJDOT - Newark Avenue Phase 3 Side Streets	41-279		1,020,000		1,020,000	1,020,000	0	
Clean Communities	41-251		285,764		285,764	285,764	0	
Justice Assistance Grant	41-266		444,909		444,909	444,909	0	

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SHEET 24D

(8) GENERAL APPROPRIATIONS

(A.) OPERATIONS-EXCLUDED "CAPS" PUBLIC & PRIVATE PROGRAMS OFFSET BY REVENUES (NJS 40A:4-43.3h)	FCOA	TY 2010	Appropriated				Expended SFY 2010	
			SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved	
Neighborhood Preservation Program	19-196				0	0	0	0
Subregional Transportation Planning	41-123	71,977	71,977		71,977	71,977	0	0
Peer Grouping Grant	41-261		45,000		45,000	45,000	0	0
UEZ-Marketing Initiative	41-073	663,795	1,562,217		1,562,217	1,562,217	0	0
UEZ-Police Program	41-176				0	0	0	0
Emergency Management Assistance - OEM	41-700		40,000		40,000	40,000	0	0
UEZ - Powerhouse Stabilization Project	41-256		1,813,074		1,813,074	1,813,074	0	0
Metropolitan Medical Response System	41-074				0	0	0	0
UEZ - Traffic Signal Maintenance	41-280	666,419			0	0	0	0
UEZ - Maintenance	41-213	1,080,000	1,080,000		1,080,000	1,080,000	0	0
FY 10 Municipal Aid Program	41-253		1,225,887		1,225,887	1,225,887	0	0
NJDOT - Transit Village	41-282	260,000			0	0	0	0
Matching Funds For Grants	41-899	25,000	50,000		50,000	0	50,000	
TOTAL - PUBLIC & PRIVATE PROGRAMS	40,41, 19	17,702,905	46,551,549	0	46,551,549	46,501,549	50,000	
TOTAL OPERATIONS-EXCLUDED "CAPS"	60023-00	22,180,792	80,887,728	0	80,887,728	75,269,872	5,617,856	
DETAIL:								
Salaries & Wages	60023-11	0	0	0	0	0	0	0
Other Expenses	60023-99	22,180,792	80,887,728	0	80,887,728	75,269,872	5,617,856	

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(8.) GENERAL APPROPRIATIONS			Appropriated			Expended SFY 2010	
(D.) MUNICIPAL DEBT SERVICE EXCLUDED FROM "CAPS"	FCOA	TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
900 MATURING SERIAL BONDS - GEN. QUAL.	45-900	3,032,000	3,685,000		3,685,000	3,685,000	0
902 MATURING SERIAL BONDS- GEN. REFUNDING	45-901	3,370,000	3,703,957		3,703,957	3,703,957	0
964 FIRE PENSION REF. BONDS - INTEREST	45-918	474,781	949,562		949,562	949,562	0
965 POLICE PENSION REF. BONDS - INTEREST	45-919	707,438	1,414,875		1,414,875	1,414,875	0
906 INTEREST ON BONDS-GENERAL QUAL.	45-902	3,042,850	5,772,224		5,772,224	5,772,224	0
907 INTEREST ON BONDS-GEN.REFUNDING	45-903	5,937,142	15,299,778		15,299,778	15,299,778	0
908 INTEREST ON NOTES - GEN. & REFUNDING	45-904	493,625	1,152,465		1,152,465	1,152,465	0
GREEN TRUST - MONTGOMERY GATEWAY	45-925	1,555	3,110		3,110	3,110	0
936 BOND ANTICIPATION NOTES - PRINCIPAL	45-906	1,000,000	4,823,164		4,823,164	4,823,164	0
GREEN TRUST MULTI PARKS	45-924	19,122	38,243		38,243	38,243	0
963 DEMOLITION BOND LOAN	45-917	77,376	77,376		77,376	77,376	0
WAYNE STREET PARK	45-916	4,511	9,021		9,021	9,021	0
APPLE TREE HOUSE	45-920	7,335	14,669		14,669	14,669	0
ROBERTO CLEMENTE PARK	45-921	8,831	17,661		17,661	17,661	0
SGT. ANTHONY PARK	45-922	4,509	9,017		9,017	9,017	0
MARION PAVONIA POOL	45-923	13,214	26,428		26,428	26,428	0
HCIA POOLED LOAN	45-927	480,000	480,000		480,000	480,000	0
SUBTOTAL MUN DEBT SVC-GEN EXL FROM CAP		18,678,331	37,481,257	0	37,481,257	37,476,550	0

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(E) DEFERRED CHARGES-MUNICIPAL EXCLUDED FROM "CAPS"	FCCA	TY 2010	SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved
(1.) DEFERRED CHARGES:	XXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
EMERGENCY AUTHORIZATIONS				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
Emergency Authorization:	46-870-2			0			XXXXXXXXXXXXXXXXXXXX
Reserve for Tax Appeals	46-886-2	150,000	300,000		300,000	300,000	XXXXXXXXXXXXXXXXXXXX
CDBG Disallowed Costs	46-886-2			XXXXXXXXXXXXXXXXXXXX		0	XXXXXXXXXXXXXXXXXXXX
Unbilled Grants Receivable				0		0	XXXXXXXXXXXXXXXXXXXX
5 YEAR EMERGENCY AUTH. - Master Plan	46-875-2			XXXXXXXXXXXXXXXXXXXX		0	XXXXXXXXXXXXXXXXXXXX
3 YEAR EMERGENCY AUTH.	46-873-2			XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
(E) DEFERRED CHARGES-MUNICIPAL				XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
EXCLUDED FROM "CAPS"	60024-00	150,000	300,000	XXXXXXXXXXXXXXXXXXXX	300,000	300,000	XXXXXXXXXXXXXXXXXXXX
(F) Judgments	37-480-2	0	0	XXXXXXXXXXXXXXXXXXXX	0	0	XXXXXXXXXXXXXXXXXXXX
(N) TRANSFERRED - BOARD of EDUCATION FOR USE of LOCAL SCHOOLS(N)SA 40:48-17.1 & 17.3	29-405-2			XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
(G) CASH DEFICIT-PRECEEDING YEAR	46-885-2			XXXXXXXXXXXXXXXXXXXX			XXXXXXXXXXXXXXXXXXXX
(H-2)TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	60025-00	46,046,007	125,081,764	0	125,081,764	119,459,201	5,617,856

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(8.) GENERAL APPROPRIATIONS	FCOA	TY 2010	Appropriated			Expended SFY 2010		
			SFY 2010	SFY 2010 By Emerg. Approp.	Total SFY 2010 Modified By Trans.	Paid or Charged	Reserved	
LOCAL DISTRICT SCHOOL PURPOSES EXCLUDED FROM "CAPS"	XXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
(J) Deferred Charges & Statutory Expenditures Local School	XXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Emergency Authorization-Schools	29-406-2							XXXXXXXXXXXX
Capital Project for Land, Bldg, Equip.(NLS 18A:22-2)	29-407-2							XXXXXXXXXXXX
Total - Deferred Charges & Statutory Expenditures Local Schools Excluded from "CAPS"	60007-00	0	0	0	0	0	0	XXXXXXXXXXXX
(K) TOTAL-Local District School Purposes [Item(1) & 9J] Excluded "CAPS"	60008-00	7,557,647	15,920,544	0	15,920,544	4,835,544	XXXXXXXXXXXX	XXXXXXXXXXXX
(O) TOTAL GENERAL APPROPRIATIONS EXCLUDED FROM "CAPS"	60010-00	53,603,654	141,002,308	0	141,002,308	124,294,745	5,617,856	
(L) SUBTOTAL GENERAL APPROPRIATIONS [Items (H1) & (O)]	3000-00	247,552,009	509,532,400	0	509,532,400	477,831,168	20,611,525	
(M) RESERVE FOR UNCOLLECTED TAXES	50-899	8,174,119	1,692,045	XXXXXXXXXXXXXXXXXXXX	1,692,045	1,692,045	0	
		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	
		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	
9. TOTAL GENERAL APPROPRIATIONS	30,000	255,726,128	511,224,445	0	511,224,445	479,523,213	20,611,525	

(8) GENERAL APPROPRIATIONS

Appropriated

Expended SFY 2009

SUMMARY OF APPROPRIATIONS

(A) OPERATIONS:

Within CAPS - Including Contingent (a+b)

STATUTORY EXPENDITURES

Operations Excluded from CAPS (a)

Other Operations

Uniform Construction Code Increased Fees

Interlocal Municipal Service Agreements

Additional Appropriations Offset by New Revenues

Public & Private Revenues Offset by Appropriations

OPERATIONS - Excluded from CAPS

(C) CAPITAL IMPROVEMENTS

(D) MUNICIPAL DEBT SERVICE

(E) TOTAL DEFERRED CHARGES

(F) JUDGMENTS

(G) CASH DEFICIT

(K) LOCAL SCHOOL DISTRICT PURPOSES

(N) TRANSFERRED TO BOARD OF EDUCATION

(M) RESERVE FOR UNCOLLECTED TAXES

TOTAL GENERAL APPROPRIATIONS

08/19/10

SHEET 30

Sheets 31 -37

Not Applicable

	FCOA	TY 2010	SFY 2009	SFY 2009 By Emerg. Approp.	Total SFY 2009 Modified By Trans.	Paid or Charged	Reserved
30001-00		187,738,940	340,892,805	0	340,892,805	326,391,519	14,501,286
XXXXXXXXXX		6,201,915	27,621,818	0	27,621,818	27,129,436	492,383
XXXXXXXXXX		XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Other Operations	XXXXXXXXXX	4,477,887	34,336,179	0	34,336,179	28,768,323	5,567,856
Uniform Construction Code Increased Fees	XXXXXXXXXX	0	0	0	0	0	0
Interlocal Municipal Service Agreements	XXXXXXXXXX	0	0	0	0	0	0
Additional Appropriations Offset by New Revenues	XXXXXXXXXX	0	0	0	0	0	0
Public & Private Revenues Offset by Appropriations	XXXXXXXXXX	17,702,905	46,551,549	0	46,551,549	46,501,549	50,000
OPERATIONS - Excluded from CAPS	60023-00	22,180,792	80,887,728	0	80,887,728	75,269,872	5,617,856
(C) CAPITAL IMPROVEMENTS	60002-77	272,000	544,000	0	544,000	544,000	0
(D) MUNICIPAL DEBT SERVICE	60003-00	23,443,215	43,350,036	0	43,350,036	43,345,329	0
(E) TOTAL DEFERRED CHARGES	XXXXXXXXXX	157,500	315,469	0	315,469	315,469	0
(F) JUDGMENTS	37-480-2	0	0	0	0	0	0
(G) CASH DEFICIT	46-885-2	0	0	0	0	0	0
(K) LOCAL SCHOOL DISTRICT PURPOSES	60008-00	7,557,647	15,920,544	0	15,920,544	15,920,544	0
(N) TRANSFERRED TO BOARD OF EDUCATION	29-405-2	0	0	0	0	0	0
(M) RESERVE FOR UNCOLLECTED TAXES	50-899	8,174,119	1,692,045	0	1,692,045	1,692,045	0
TOTAL GENERAL APPROPRIATIONS	30000-00	255,726,128	511,224,445	0	511,224,445	490,608,213	20,611,525

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

City Clerk File No. RES. 10-557
 Agenda No. 10.B.
 Approved: AUG 25 2010
 TITLE:



RESOLUTION AUTHORIZING FISCAL YEAR 2010 APPROPRIATION RESERVE TRANSFERS.

COUNCIL
adoption of the following resolution:

offered and moved

RESOLVED, by the Municipal Council of the City of Jersey City that the Comptroller is hereby authorized to make the following FY 2010 budgetary appropriation reserve transfers in accordance with N.J.S.A. 40A:4-59, two thirds of the full membership of the Municipal Council concurring:

	FROM	TO
31-431 MUNICIPAL STREET LIGHTING	250,000	
31-432 MUNICIPAL RENT	500,000	
31-433 OFFICE SERVICES	30,000	
23-220 EMPL GROUP HEALTH INS.		610,000
31-430 ELECTRICITY		170,000
TOTAL	780,000	780,000

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

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

Certification Required
 Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP		✓		VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-558
 Agenda No. 10.C.
 Approved: AUG 25 2010
 TITLE: _____



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 377 WOODLAWN AVENUE A/K/A BLOCK 1280.D, LOT 23.B

COUNCIL
 resolution:

offered and moved adoption of the following

WHEREAS, on July 18, 2005, Joyce Nelson (Borrower) executed a mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$11,000 made under the HORP Program; and

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

WHEREAS, the mortgage affects property known as 377 Woodlawn Avenue, Jersey City, also known as Lot 23.B in Block 1280.D; 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 the Mortgage of Joyce Nelson dated July 18, 2005 in the sum of \$11,000 affecting 377 Woodlawn Avenue, Jersey City, also known as Lot 23.B in Block 1280.D.

IW/kn
 8-9-10

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

APPROVED AS TO LEGAL FORM

 Abs Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-559

Agenda No. 10.D.

Approved: AUG 25 2010

TITLE:



RESOLUTION OF THE CITY OF JERSEY CITY ALLOCATING FOUR MILLION SEVEN HUNDRED AND TWENTY SIX THOUSAND DOLLARS OF ITS RECOVERY ZONE FACILITY BONDS WHICH WERE ALLOCATED TO THE CITY OF JERSEY CITY BY IRS NOTICE 2009-50 PURSUANT TO SECTION 1400U OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, TO THE HUDSON COUNTY IMPROVEMENT AUTHORITY FOR THE PURPOSES OF ISSUING RECOVERY ZONE BONDS TO ASSIST THE DEPOSITORY TRUST AND CLEARING CORPORATION IN FINANCING CERTAIN RELOCATION COSTS

WHEREAS, in October 2009, the Office of the Mayor, City of Jersey City, New Jersey (City Administration), the Office of the County Executive (County Administration) and the Depository Trust and Clearing Corporation (DTCC) entered into a Memorandum of Understanding (the MOU) relating to the relocation by DTCC of 1,600 of its employees to a property located at the Newport Office Center VI, 570 Washington Blvd, Jersey City, New Jersey (the Property) and setting forth the nature and scope of the incentives to be provided by the City Administration, the City of Jersey City, the County Administration and the County of Hudson to assist DTCC in such relocation, which MOU was acknowledged by the City Council of the City of Jersey City (the City); and

WHEREAS, the City had previously allocated Five Million Dollars (\$5Million) of its Recovery Zone Facility Bonds to the HCIA for the purposes of issuing Recovery Zone Facility Bonds to assist the DTCC in financing certain relocation costs; and

WHEREAS, the Property is located is located in the City's "Recovery Zone" pursuant to Sections 1400U-1 and 1400U-3 of the Code; and

WHEREAS, these allocations to the HCIA in order for the HCIA to issue one or more series of its Recovery Zone Facility Bonds, the proceeds of which would be used to finance, among other things, capital improvements to the Property necessary to relocate its employees to and undertake its operations at the property; and

WHEREAS, these Recovery Zone Facility bonds may only be used to finance privately used or owned facilities; and

WHEREAS, these Recovery Zone Facility Bonds are to be used for shovel ready projects; and

WHEREAS, these Recovery Zone Facility Bonds are set to expire in December 2010; and,

WHEREAS, these Recovery Zone Facility Bonds cannot be used for residential development; and;

WHEREAS, the City has determined that DTCC is the only current project that meets the above criteria; and,

WHEREAS, the City has preformed an economic benefit analysis which indicates that the relocation of DTCC to Jersey City of 1600 employees will have a positive economic benefit to the City;

City Clerk File No. RES. 10-559

Agenda No. 10.D. AUG 25 2010

TITLE:

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY,

The City hereby allocates to the HCIA, Four Million Seven Hundred and Twenty Six Thousand Dollars (\$4,726,000) which was allocated to the City by the IRS Notice 2009-50 under Section 1400U-1 of the code, for the purpose of the issuance by the HCIA of one or more series its Recovery Zone Facility Bonds, the proceeds of which shall be used to finance among other things, capital improvements to the Property necessary for DTCC to relocate its employees to and undertake its operations at the Property

The City authorizes the Mayor, Business Administrator, Chief Financial Officer and such other representatives of the City as are necessary or required to execute such other documents, agreements or certificates and to take such other action as is necessary on behalf of the City to effectuate the provisions of the Resolution.

This Resolution shall take effect immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-560

Agenda No. 10.E.

Approved: AUG 25 2010

TITLE:



A RESOLUTION BINDING THE CITY OF JERSEY CITY TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE HUDSON COUNTY COOPERATIVE PRICING SYSTEM ("HCCPS") BID COOPERATIVE PRICING SYSTEM ID 83 - HCPS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

WHEREAS, the Hudson County Cooperative Pricing System (hereinafter referred to as "HCCPS"), will from time to time during the Effective Period as defined below solicit bids from electric power suppliers for electric generation services through an energy aggregation program in which the County of Hudson will act as Lead Agency of the HCCPS Cooperative Pricing System # 83-HCPS in accordance with the "Local Public Contracts Law", N.J.S.A.40A:11-11, and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49. ("EDECA") and the regulations promulgated thereunder; and

WHEREAS, the City of Jersey City is a Participating member of the HCCPS Cooperative Pricing System and is eligible thereby to obtain electric generation services for its own use through one or more contracts to be awarded to electric power suppliers following said bids for electric generation services pursuant to the aggregation program; and

WHEREAS, the Lead Agency will from time to time during the Effective Period (from date of adoption through May, 2012, hereinafter referred to as "Effective Period") issue one or more Requests for Bids for electric generation services on behalf of the HCCPS Cooperative Pricing System pursuant to the Local Public Contracts Law and EDECA; and

WHEREAS, due to significant volatility and the potential for price increases in the wholesale electric market, Participating Members will preauthorize the Lead Agency to award contracts for Electric Generation Service in each bid group to one or more electric power suppliers that submit bids which are reasonably forecasted to provide estimated savings to the Participating Member based upon its previous electric usage and utility provided Basic Generation Service rates; and

WHEREAS, the Lead Agency will only award contracts for said electric generation services to electric power suppliers that submit bids with pricing that is at least 5% lower than the current price for utility-provided basic generation service; and

WHEREAS, the City of Jersey City agrees to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period through any electric power supplier(s) awarded a contract, it being understood that the term of any one contract shall be subject to the provisions of Local Public Contracts Law;

City Clerk File No. RES. 10-560

Agenda No. 10.E. AUG 25 2010

TITLE:

A RESOLUTION BINDING THE CITY OF JERSEY CITY TO PURCHASE ELECTRIC GENERATION SERVICES THROUGH THE HUDSON COUNTY COOPERATIVE PRICING SYSTEM ("HCCPS") BID COOPERATIVE PRICING SYSTEM ID 83 - HCPS

WHEREAS, the Lead Agency will notify the Department of Community Affairs' Division of Local Government Services by mail prior to the issuance a Request for Bids for electric generation services, with the understanding that if the Division of Local Government Services does not respond within 10 business days, it will be deemed to have approved the issuance of the Request for Bids or the Request for Rebids.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the City of Jersey City binds itself to the HCCPS Cooperative Pricing System 83-HCPS to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period from the electric power supplier or suppliers awarded a contract for electric generation services by the Lead Agency; and, be it

FURTHER RESOLVED that the Lead Agency of the HCCPS Cooperative Pricing System is hereby authorized to execute a master performance agreement that obligates the City of Jersey City to purchase electricity at the terms and conditions stated therein with a third-party supplier or suppliers who have been awarded the contract or contracts by the Lead Agency on behalf of the participating members of the HCCPS Cooperative Pricing System 83-HCPS (or any CPS number to be assigned in the future), and provided further that all such contracts shall be at prices reasonably forecast and estimated by the Lead Agency to provide savings to the City of Jersey City relative to the price charged for basic generation service by the electric public utility that would otherwise provide such service; and, be it

FURTHER RESOLVED that HCCPS is authorized to continue to bid to obtain electric generation services at any time during the Effective Period on behalf of the HCCPS Cooperative Pricing System including, for example, a rebid if energy market conditions do not initially lead to a successful bid, on additional dates to be determined by the Lead Agency; and

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage. The authorization provided to the County of Hudson pursuant to the Local Public Contracts Laws (N.J.S.A. 40A:11-11(5), Administrative Code (N.J.A.C. 5:34-7.1) shall be valid until May 2012, (the Effective Period) at which time the Cooperative Pricing System will be subject to renewal. Any rescission or expiration of this resolution shall not affect any Agreements entered into prior to such rescission or expiration.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-561

Agenda No. 10.F.

Approved: AUG 25 2010



TITLE: RESOLUTION AUTHORIZING A RENEWED AGREEMENT AMONG THE CITY OF JERSEY CITY, THE CITY OF UNION CITY AND THE COUNTY OF HUDSON TO PROVIDE JOINT PATROL SERVICES IN WASHINGTON PARK PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ.

WHEREAS, the City of Jersey City, the City of Union City and the County of Hudson desire to improve the quality of life, increase police presence and provide for proactive law enforcement services in the County of Hudson Park located at 424 Paterson Plank Road known as Washington Park; and

WHEREAS, certain portions of Washington Park are located in Jersey City and certain portions in Union City; and

WHEREAS, the Jersey City Police Department (JCPD), the Hudson County Sheriff's Office (HCSO) and the Union City Police Department (UCPD) desire to cooperate to provide for the peaceful enjoyment of citizens using Washington Park; and

WHEREAS, the JCPD, HCSO and the UCPD desire to foster an effective, cooperative and continuous working relationship among the three law enforcement agencies by engaging in joint patrols of Washington Park; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., authorizes services agreements among public entities.

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

1. The above recitals are incorporated herein by reference;
2. Subject to such modifications as deemed necessary or appropriate by Corporation Counsel the Business Administrator or the Chief of Police, the Mayor or Business Administrator is authorized to execute the attached Agreement with Union City and Hudson County to provide joint patrols Washington Park by the Hudson County Sheriff's Office, the Jersey City Police Department and the Union City Police Department.
3. The term of Agreement shall be for one (1) year effective as August 2010 and ending on August 31, 2011; and
4. A copy of the Agreement shall be available for public inspection at the Office of the City Clerk; and
5. A copy of the Agreement shall be filed with the Division of Local Government Services in the Department of Community Affairs.

RR/cw
08/10/10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

_____ Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

AGREEMENT

This Agreement made this _____ day of _____, 2010, among 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; the City of Union City, a Municipal Corporation of the State of New Jersey with offices at City Hall, 3715 Palisade Avenue, Union City, New Jersey 07087; and the County of Hudson with offices at Justice Brennan Courthouse, 583 Newark Avenue, Jersey City, New Jersey 07306.

RECITALS

WHEREAS, the City of Jersey City, the City of Union City and the County of Hudson desire to improve the quality of life, increase police presence and provide for proactive law enforcement services in the County of Hudson Park located at 424 Paterson Plank Road know as Washington Park; and

WHEREAS, certain portions of Washington Park are located in Jersey City and certain portions are located in Union City; and

WHEREAS, the Jersey City Police Department (JCPD), the Hudson County Sheriff's Office (HCSO), and the Union City Police Department (UCPD) desire to work in a cooperative manner or in an effort to ensure the public safety and provide for the peaceful enjoyment of citizens using Washington Park; and

WHEREAS, the JCPD, HCSO and the UCPD desire to foster an effective, cooperative and continuous working relationship amongst the three law enforcement agencies by engaging joint patrols of Washington Park; and

WHEREAS, the Uniform Shared Services and Consolidated Act, N.J.S.A. 40A:65-1, et seq., authorized service agreements among public entities.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for the Jersey City Police Department (JCPD), the Union City Police Department (UCPD) and the Hudson County Sheriff's Office (HCSO) to perform joint patrols of Washington Park, a Hudson County Park located at 424 Paterson Plank Road and located within portions of Union City and Jersey City.

ARTICLE II

Scope of Services

The JCPD, the UCPD and the HCSO will operate and engage in joint patrols of Washington Park to ensure the public safety and peaceful enjoyment of citizens using Washington Park. In performing these joint patrols the parties agree as follows:

1. Any arrest made by any of the three law enforcement agencies shall be processed in the police precinct servicing the area of the park where the arrest was made.
2. When police officers from the JCPD, the UCPD and the HCSO are working together in Washington Park, the highest ranking officer present at the scene will be the supervisor of all police officers at the scene.

ARTICLE III

Term of Agreement

The term of this Agreement shall be one (1) year effective as of August 18, 2010 and ending on August 18, 2011.

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

ATTEST

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

JOHN KELLY
BUSINESS ADMINISTRATOR

ATTEST

COUNTY OF HUDSON

ATTEST

CITY OF UNION CITY

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

City Clerk File No. RES. 10-562
 Agenda No. 10.6.
 Approved: AUG 25 2010
 TITLE:



RESOLUTION CONFIRMING THE CITY OF JERSEY CITY'S INTENT TO UTILIZE THE VOLUME CAP OF \$6,484,000 IN RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS (RZEDB)

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, on October 28, 2009 the Municipal Council of the City of Jersey City adopted a resolution designating portions of the city for purposes of issuing Recovery Zone Economic Development Bonds (RZEDB); and

WHEREAS, the City of Jersey was allocated \$6,484,000 in RZEDB's; and

WHEREAS, the State of New Jersey, Department of Community Affairs has requested a status update on the use of the RZEDB allocation; and

WHEREAS, the City intends to issue \$6,484,000 in RZEDB's to fund a portion of the construction of the new DPW/JCIA facility in October 2010.

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that this resolution shall act as notice to the State of New Jersey of the City's intent to utilize the volume cap of \$6,484,000 in RZEDB's for the construction of the new DPW/JCIA facility; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to the State of New Jersey, Department of Community of Affairs.

APPROVED: *Donna Marie C. 40*
 APPROVED: *J. Mulley*
 Business Administrator

APPROVED AS TO LEGAL FORM

Devin G. ...
 Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-563

Agenda No. 10.H.

Approved: AUG 25 2010

TITLE:



RESOLUTION CONFIRMING THE CITY OF JERSEY CITY'S INTENT TO UTILIZE THE VOLUME CAP OF \$9,726,000 IN RECOVERY ZONE FACILITY BONDS (RZFB)

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

WHEREAS, on October 28, 2009 the Municipal Council of the City of Jersey City adopted a resolution designating portions of the city for purposes of issuing Recovery Zone Facility Bonds (RZFB); and

WHEREAS, the City of Jersey was allocated \$9,726,000 in RZFB's; and

WHEREAS, the State of New Jersey, Department of Community Affairs has requested a status update on the use of the RZFB allocation; and

WHEREAS, the City intends to allocate its volume cap of \$9,726,000 in RZFB's to the Hudson County Improvement Authority (HCIA) to assist the Depository Trust and Clearing Corporation (DTCC) to finance certain costs associated with relocating it operations to Jersey City; and

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that this resolution shall act as notice to the State of New Jersey of the City's intent to utilize the volume cap of \$9,726,000 in RZFB's the Hudson County Improvement Authority (HCIA) to assist the Depository Trust and Clearing Corporation (DTCC) to finance certain costs associated with relocating it operations to Jersey City; and

BE IT FURTHER RESOLVED, that a copy of this resolution shall be forwarded to the State of New Jersey, Department of Community of Affairs.

APPROVED: *Donna Mann, CFO*
 APPROVED: *Julia Allen*
Business Administrator

APPROVED AS TO LEGAL FORM
Donna Gualize
Asst Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-564

Agenda No. 10.I.

Approved: AUG 25 2010

TITLE:



Resolution Honoring Charles Baker On the Occasion and Celebration of His 90th Birthday

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

WHEREAS, Charles Baker was born on August 20, 1920 to the late Deaster and Alberta Baker in Vauxhall, N.J. One of six children, Charles attended public schools in Vauxhall and Newark. He graduated from Charlton Street Elementary School in 1934 and from South Side High School in 1938; and

WHEREAS, as a child Charles was baptized and attended First Baptist Church in Vauxhall, where his father was a deacon and trustee and his mother, a missionary and usher. As an adult he was baptized at the Cornerstone Church of Christ in Jersey City and is now a member of the Good Shepherd Church of Christ in Jersey City; and

WHEREAS, after high school, Charles enlisted with the Civilian Conservation Corps and was a company clerk and canteen steward. He was drafted in 1942 into the U.S. Air Force where he served until 1948 when he was transferred to the Army; and

WHEREAS, promoted to Sergeant, Charles Baker entered the Signal Corps pictorial field in 1957 and was trained as a television cameraman, he performed those duties until his discharge from the service; and

WHEREAS, Charles Baker brought his talents to broadcast television and was nominated for an Emmy for "The Franchise-The Tom Seaver Story." Charles retired in 1993 after 31 years in television broadcasting; and

WHEREAS, Charles Baker married his bride, Ethel Williams on June 1, 1944. They have been blessed with nine children, 23 grandchildren and 25 great grandchildren. His family and friends are honoring him with a celebration of his life on Saturday, August 21, 2010.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Charles Baker on the occasion of his 90th birthday.

G:\WPDOCS\AMANDA\Resolution\Charles Baker.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *J. M. Allen*
Business Administrator

Joseph P. ...
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-565

Agenda No. 10.J.

Approved: AUG 25 2010

TITLE:



RESOLUTION HONORING AND CONGRATULATING DONATO AND ROSE FORTUNATO On the Occasion of the Celebration of Their 64th Wedding Anniversary

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

WHEREAS, Donato and Rose Fortunato were both born and raised in the Downtown section of Jersey City; and

WHEREAS, Donato and Rose Fortunato attended Public School #5 and later became high school sweethearts; and

WHEREAS, Donato served in the United States Army during World War II as a Sergeant First Class. When he returned home from war, Donato proposed to Rose, the love of his life; and

WHEREAS, Donato and Rose Fortunato were married at Holy Rosary Church in Jersey City on May 4, 1946; and

WHEREAS, Donato and Rose Fortunato were blessed with Donna Lin Roman, their beloved daughter. They are the proud grandparents of Julia, Dana and Erick Cordero. The loving couple are also the great-grandparents of Michael Anthony and Lilliana Cordero; and

WHEREAS, Donato and Rose Fortunato share a room at the Hamilton Park Nursing Facility in Jersey City where they continue to enjoy their lives together; and

WHEREAS, Donato and Rose Fortunato have spent more than a half a century sharing their love and life and recently celebrated their 64th wedding anniversary.

Now, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor and congratulate Donato and Rose Fortunato on the occasion of the celebration of their 64th wedding anniversary. We wish them many more years of love and happiness.

G:\WPDOCS\TOLONDA\RESOS\ANNIVERSARY\Donato and Rose Fortunato.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *Julia*
Business Administrator

Jim Galves
Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-566

Agenda No. 10.K.

Approved: AUG 25 2010



TITLE: **Resolution Honoring
SERGEANT WALTER "GREG" KIERCE
On the Occasion of His Retirement from
The Jersey City Police Department**

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

WHEREAS, Walter "Greg" Kierce was born in Jersey City on November 22, 1953, the only child of Walter and Kathleen "Ambrose." Greg graduated from Public School #11 and Dickinson High School; and

WHEREAS, Walter "Greg" Kierce attended Jersey City State College and was Assistant Chief of the Campus Police from September 1978 to February 1981. On February 23, 1981, he was appointed as a patrolman in the Jersey City Police Department; and

WHEREAS, Walter "Greg" Kierce worked in the South District as a patrolman and became a member of the Special Patrol Bureau unit on September 14, 1981. In 1984, he was promoted to Detective and assigned to the Hudson County Prosecutor's Homicide Squad in September 1989, where he served with distinction until March 1995; and

WHEREAS, Walter "Greg" Kierce was appointed to the rank of Sergeant and served in the Internal Affairs Division and Special Investigations Unit. From 2001 until May 2006, he served as the Deputy Coordinator/Police Department Liaison for emergency management and homeland security; and

WHEREAS, since May 2006, Walter "Greg" Kierce has been the Director of the Emergency Management and Homeland Security Office in Jersey City. His responsibilities include the planning and coordination of all facets of the city's emergency response to large scale events impacting Jersey City and the region. "Greg" is accredited by the Rutgers University Emergency Management Institute and has earned dozens of certifications in his area of expertise. "Greg" has been the recipient of many police department awards and is a member of many professional associations and has served as President of the Jersey City Fraternal Order Police for three years; and

WHEREAS, Walter "Greg" Kierce has announced his intention to retire after twenty-nine years of dedicated service to the City of Jersey City. He plans to spend his retirement with his wife, Nora, his three daughters, Maureen, Joanna and Megan and son, Nolan.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor Sergeant Walter "Greg" Kierce for his twenty-nine years of dedicated service to the people of Jersey City. We wish him many years of health and happiness in his retirement.

G:\WPDOCS\TOLONDA\RESOS\RETIRE\Walter Greg Kierce.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/25/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. RES.10-567

Agenda No. 10.L.

Approved: AUG 25 2010

TITLE:



Resolution Honoring Amelia Rosalina Prinzo Santangelo On the Occasion and Celebration of Her 100th Birthday

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

WHEREAS, **Amelia Rosalina Prinzo Santangelo** was born on August 12, 1910, in Salerno, Italy; and

WHEREAS, **Amelia Rosalina Prinzo Santangelo** came to the United States of America in October of 1931 and made Jersey City, New Jersey her new home; and

WHEREAS, **Amelia Rosalina Prinzo Santangelo** resided in the Marion section of Jersey City for many years before moving to the West Side section, where she lived for 54 years; and

WHEREAS, **Amelia Rosalina Prinzo Santangelo** was married to David Santangelo for many years. She is the loving mother of Cecilia Gallo, Maria Gemma, Antoinette Moscato, and Genriaro Santangelo. Amelia is also the grandmother of six, great-grandmother of eighteen and great-great-grandmother of three; and

WHEREAS, **Amelia Rosalina Prinzo Santangelo** now resides in Ocean County with her children. She is still an active member of Our Lady of Mt. Carmel Church in Jersey City; and

WHEREAS, **Amelia Rosalina Prinzo Santangelo** will become a centenarian on August 12, 2010; and

WHEREAS, **Amelia Rosalina Prinzo Santangelo** will be honored by friends and family at a mass at Our Lady of Mt. Carmel Church followed by a birthday celebration at the Puccini's Restaurant in Jersey City on Sunday, August 15, 2010.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor **Amelia Rosalina Prinzo Santangelo** on the occasion and celebration of her 100th birthday. We wish her continued health and happiness.

G:\WPDOCS\TOLONDA\RESOS\Birthday\Amelia Rosalina Prinzo Santangelo.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *J. Kelly*
Business Administrator

Jim Quill
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. RES-10-568

Agenda No. 10.M.

Approved: AUG 25 2010

TITLE:

RESOLUTION HONORING
George "GG" Thomas Corbin
ON THE OCCASION AND CELEBRATION OF HIS 80TH BIRTHDAY



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

WHEREAS, George "GG" Thomas Corbin was born on August 22, 1930 in Butler, Georgia. He was the fifth child born to Emma and Mathew Corbin, Sr. George and his eight siblings, Mildred, Carrie, Edith, Mathew, Jr., Emma, Elbert, Virginia and Edward were raised in Macon, Georgia. He attended the Hazel Street Elementary School until he was forced to leave the 7th grade to obtain a job. George worked at Busy Bee, a curb side service restaurant where he advanced to manager; and

WHEREAS, George "GG" Thomas Corbin had a sophisticated sense of style and was always well coordinated from "head to toe." When George was drafted for the Korean War in 1950, he sold his entire wardrobe to a young man in Macon who paid his debt off in installments. This ensured that while George was away his family would be sure to have additional funds; and

WHEREAS, George "GG" Thomas Corbin served in the 3rd Battalion, an all Black unit because the United States Army was segregated. He completed Basic Training at Fort Benning, Georgia, signed up to be a paratrooper and transferred to Fort Jackson, South Carolina where he started his jump training; and

WHEREAS, George "GG" Thomas Corbin was reassigned to Fort Bragg, North Carolina and became a member of the all black 3rd Battalion, 505th Parachute Infantry Regiment, 82nd Airborne Division, the successor to the world renowned 555th Parachute Infantry Battalion, the only all-black airborne unit of the United States Army during World War II. While at Fort Bragg, George completed Airborne School and had approximately 21 jumps. He was honorably discharged in 1953.

WHEREAS, In 1953, George relocated to Jersey City where he held several positions with Western Electric. He began as a janitor and ultimately worked his way up to a telephone line repair technician. From 1953 through 1984, George diligently worked at Western Electric until his retirement; and

WHEREAS, George "GG" Thomas Corbin trained and fought as a heavy weight boxer. He traveled with many famous black boxers, such as Joe Lewis, Sugar Ray Robinson and Ike Williams; and

WHEREAS, George "GG" Thomas Corbin married the late Jeanette Juanita Harris Perry. That union was blessed with three children, Gail Harris Bommer, Karol Corbin Walker, Esq. and Zane. He is also the proud grandfather of Jonathan Raymond Harris and Zane Austin Corbin who are the light of his eyes.

WHEREAS, George "GG" Thomas Corbin will be honored on his 80th birthday by friends and family at a Jazz Luncheon on Sunday, August 22, 2010.

NOW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby honor George "GG" Thomas Corbin on the occasion and celebration of his 80th birthday.

G:\WPDOCS\TOLONDA\RESOS\Birthday\George GG Thomas Corbin.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
 Business Administrator

[Signature]
 Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-569

Agenda No. 10.N.

Approved: AUG 25 2010

TITLE:



Resolution Applauding the 2010 Jersey City Puerto Rican Heritage Festival & Parade Committee

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

WHEREAS, Puerto Rican Heritage Celebration Week was established to create an awareness and appreciation of the heritage, spirit, culture and achievements of Puerto Ricans. Puerto Ricans have enriched our nation in many fields including education, law, government, business, sports and the arts; and

WHEREAS, the City of Jersey City and the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee host special events during Puerto Rican Heritage Celebration Week. The festivities include a flag raising ceremony at City Hall, a banquet and a two-day festival. The celebration culminates with the annual parade which features colorful costumes, fascinating floats, exciting entertainment and ethnic food. This parade is the oldest parade in Jersey City; and

WHEREAS, This year, the week-long celebration will begin on Monday, August 16, 2010. The 50th Annual Parade will be held on Sunday, August 22, 2010; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby encourage all residents to participate in Puerto Rican Heritage Celebration Week.

BE IT FURTHER RESOLVED, that the Municipal Council applauds the efforts of the following members of the 2010 Jersey City Puerto Rican Heritage Festival & Parade Committee.

Armando Roman, President
Susan Pabon, Vice President
Catherine Roman, Corresponding Secretary
Marta Delgado, Treasurer
Frank Pabon, Public Relations

Ramonita Rivera, Pageant Coordinator
Sandra Castellano, Pageant Coordinator
Wanda Rodriguez, Pageant Coordinator
Danny Rodriguez, Pageant Coordinator

G:\WPDOCS\TOLONDA\RESOS\ANNIVERSARY\Jersey City Puerto Rican Heritage Banquet & Parade 2010 Committee Proclamation.wpd

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0
8/25/10

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-570

Agenda No. 10.0.

Approved: AUG 25 2010

TITLE:



Resolution welcoming the Honorable William Alicea Perez, Mayor of Aibonito Puerto Rico, the Honorable Carlos Rodriguez Mateo, Mayor of Salinas, Puerto Rico & the Honorable Rolando Ortiz Velazquez, Mayor of Cayey, Puerto Rico on the Occasion and Celebration of the 2010 Jersey City Puerto Rican Heritage Festival & Parade

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

WHEREAS, Puerto Rican Heritage Celebration Week was established to create an awareness and appreciation of the heritage, spirit, culture and achievements of Puerto Ricans. Puerto Ricans have enriched our nation in many fields including education, law, government, business, sports and the arts; and

WHEREAS, the City of Jersey City and the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee host special events during Puerto Rican Heritage Celebration Week; and

WHEREAS, this year, the week-long celebration will begin on Monday, August 16, 2010. The festivities will include a flag raising ceremony at City Hall, a banquet and a two-day festival. The celebration culminates with the annual parade which features colorful costumes, fascinating floats, exciting entertainment and ethnic food. The 50th Annual Parade will be held on Sunday, August 22, 2010. This parade is the oldest parade in Jersey City.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby welcoming the Honorable William Alicea Perez, Mayor of Aibonito Puerto Rico, the Honorable Carlos Rodriguez Mateo, Mayor of Salinas, Puerto Rico & the Honorable Rolando Ortiz Velazquez, Mayor of Cayey, Puerto Rico on the occasion and celebration of the 2010 Jersey City Puerto Rican Heritage Festival & Parade.

G:\WPDOCS\TOLONDA\RESOS\ANNIVERSARY\Welcoming Mayors of P.R

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-571

Agenda No. 10.P.

Approved: AUG 25 2010

TITLE:

Resolution



APPLAUDING THE 50TH ANNUAL PUERTO RICAN HERITAGE FESTIVAL & PARADE HONOREES

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

WHEREAS, Puerto Rican Heritage Celebration Week was established to create an awareness and appreciation of the heritage, spirit, culture and achievements of Puerto Ricans. Puerto Ricans have enriched our nation in many fields including education, law, government, business, sports and the arts; and

WHEREAS, the City of Jersey City and the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee host special events during Puerto Rican Heritage Celebration Week. The week-long celebration will begin on Monday, August 16, 2010; and

WHEREAS, the festivities will include a flag raising ceremony at City Hall, a banquet and a two-day festival. The celebration will culminate with an annual parade featuring colorful costumes, fascinating floats, exciting entertainment and ethnic food; and

WHEREAS, the 50th Annual Parade will be held on Sunday, August 22, 2010. This parade is the oldest parade in Jersey City; and

WHEREAS, every year as part of the celebration, the Puerto Rican Heritage Festival & Parade Inc. Committee honors deserving Puerto Rican individuals for their contributions to our community.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City recognizes the achievements and contributions of the Puerto Rican community to our city and hereby applaud the following 50th Annual Puerto Rican Heritage Festival & Parade Honorees.

Grand Marshall, Johnny Lozada
Honorary Grand Marshall, Freeholder Eliu Rivera
Puerto Rican Woman of the Year, Wanda Rios
Puerto Rican Man of the Year, Joshua Rodriguez
Local Godmother, Sonia Araujo
Local Godfather, Ben Lopez
Educator of the Year, Dr. Anna Villafane
Honorary Man of the Year, U.S. Senator Robert Menendez
Honorary Woman of the Year, Cindy Vero
Green Leadership Award, Oren Dabney
Humanitarian Award, Denise Jefferson
Firefighter of the Year, Gerard Vega
Police Officer of the Year, Michael Camacho
Sheriff Officer of the Year, Osbado Hernandez
Correction Officer of the Year, Herminio Sanchez
EMT of the Year, Julio Rivera
Ambassador of the Year, Daisy Martinez
Attorney of the Year, Karen DeSoto
Teacher of the Year, Jerusalyn Figueroa
Businesswoman of the Year, Erika Pacheco
International Godmother, Laura Posada
International Godfather, Jorge Ramos
Student of the Year, Alberto Rivera

TITLE:

**RESOLUTION APPLAUDING THE 50TH ANNUAL
PUERTO RICAN HERITAGE FESTIVAL & PARADE
HONOREES**

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-572

Agenda No. 10.9.

Approved: AUG 25 2010

TITLE:



RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD FOR ORDINANCE 10-107. Ordinance of Municipal Council of the City of Jersey City regarding refuse containers and dumpsters.

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

WHEREAS, at its meeting of August 4, 2010 at 6:00 p.m. the Municipal Council introduced Ordinance 10-107; 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. In order to comply with the Tier A Municipal General Stormwater Permit issued by the NJDEP to Jersey City in 2004 and renewed 2009, this ordinance must be effective by September 1, 2010.

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

- [1] an emergency is hereby declared for the reasons 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 10-107 is hereby waived so that this Ordinance is effective immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: J. L. [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/25/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-573

Agenda No. 10.R.

Approved: AUG 25 2010

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE JERSEY CITY
MUNICIPAL ALLIANCE GRANT FOR CALENDAR YEAR 2011**

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

WHEREAS, the City of Jersey City (City) is desirous of entering into contract with the County of Hudson Department of Health and Human Services Municipal Drug Alliance to provide drug and substance abuse counseling and educational services to the public of all ages; and

WHEREAS, the City further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, this grant is for the period of January 1, 2011 thru December 31, 2011 in the amount of \$241,739; and

WHEREAS, the City will provide monetary matching funds in the amount of \$60,435 and in-kind support will be provided by both the City and Municipal Alliance Sub-Grantees in the amount of \$181,304; and

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

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

1. The Mayor and/or Business Administrator is authorized to submit an application for the City of Jersey City Municipal Drug Alliance grant for calendar year 2011 in the amount of \$241,739.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the Municipal Drug Alliance grant, including the administrative compliance and audit.

APPROVED: *[Signature]*

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA		ABSENT	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-574

Agenda No. 10.S.

Approved: AUG 25 2010

TITLE:



RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD FOR ORDINANCE 10-108. Ordinance of the Municipal Council of the City of Jersey City regarding private storm drain

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

WHEREAS, at its meeting of August 4, 2010 at 6:00 p.m. the Municipal Council introduced Ordinance 10-108; 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

WHEREAS, in order to comply with the Tier A Municipal General Stormwater Permit issued by the NJDEP to Jersey City in 2004 and renewed 2009, this ordinance must be effective by September 1, 2010.

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

- [1] an emergency is hereby declared for the reasons 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 10-108 is hereby waived so that this Ordinance is effective immediately.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-575

Agenda No. 10.T.

Approved: AUG 25 2010



TITLE:

RESOLUTION AUTHORIZING THE EXECUTION OF A MORTGAGE SUBORDINATION AGREEMENT AFFECTING PROPERTY KNOWN AS 117-119 BOSTWICK AVENUE A/K/A BLOCK 1306, LOT 21A

WHEREAS, Community Asset Preservation Alliance of Jersey City (CAPA) is a duly incorporated nonprofit housing corporation whose purpose is to act for the general improvement of housing and community conditions in need of revitalization; and

WHEREAS, CAPA will be purchasing 117-119 Bostwick Avenue, Jersey City a/k/a Block 1306 Lot 21A (Property) for the purpose of rehabilitating the building to create thirteen (13) units of affordable rental housing; and

WHEREAS, the City of Jersey City (City) will be providing CAPA with Neighborhood Stabilization Program funds to be used for the rehabilitation of the Property in the amount of \$1,577,470; and

WHEREAS, CAPA will be making a mortgage with the City which will self-amortize over a period of at least twenty (20) years provided the Property remains as affordable rental housing; and

WHEREAS, the Community Loan Fund of New Jersey, Inc. (CLF) has made a loan commitment to CAPA in the amount of \$865,658 to be used for the acquisition and renovation of the Property; and

WHEREAS, CLF requires that the City's loan be made subordinate to its loan in order for CAPA to receive these funds; and

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

WHEREAS, the City's Division of Community Development has reviewed CAPA's request for the City to subordinate its loan to the loan of CFL and recommends that the City agree to the subordination.

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, which will subordinate the City's lien that will affect 117-119 Bostwick Avenue, to the interests of Community Loan Fund of New Jersey, Inc. which will be the first mortgagee.

RR/cw
08/18/10

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

2010105

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/25/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-576

Agenda No. 10.U.

Approved: AUG 25 2010

TITLE:



RESOLUTION ADOPTING AND RATIFYING THE 2010-2011 BUDGET OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, at its meeting of July 14, 2010 the Municipal Council of the City of Jersey City introduced and approved the Central Avenue Special Improvements District following budget for the period July 1, 2010 through June 30, 2011, a copy which is attached; and

WHEREAS, after individual notice to the owners, and notice by advertisement in a newspaper of general circulation, the Municipal Council conducted a public hearing on the budget on August 25, 2010; and

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

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

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

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

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

1. The Central Avenue Special Improvement District Budget is hereby ratified adopted and shall constitute an appropriation for the purposes stated and the sums stated therein in the total amount of \$264,400.00 for the Central Avenue Special Improvement District for the period July 1, 2010 through June 30, 2011, which sum shall be raised by taxation during the period July 1, 2010 through June 30, 2011.

TITLE:

2. This special assessment is hereby imposed and shall be collected with the regular tax payment or payment in lieu of taxes on all properties within the SID, except properties which are publicly owned and used for public purposes.

3. Payments received by the City shall be transferred to the District Management Corp. to be expended in accordance with the approved budget.

4. The City Clerk be and is hereby authorized to forward a certified copy of this Resolution to the Central Avenue Special Improvement District, the Hudson County Board of Taxation and the Director of the Division of Local Government Services.

RB/rj

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/25/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan

Peter M. Brennan, President of Council

Robert Byrne

Robert Byrne, City Clerk

Central Avenue Special Improvement District Management Corp.

366 Central Avenue, Suite 201 Jersey City NJ 07307 Ph: 201.656.1366 Fx: 201.656.4037 www.JCHeights.com



Fiscal Year Budget (A) July 1, 2010 - June 30, 2011

Items*	SID	UEZ Funding	Private/ Other	Total Budget
REVENUES				
1 SID Assessment	\$ 92,700.00			\$ 92,700.00
2 UEZ 1:1 Matching Grant		\$ 92,700.00		\$ 92,700.00
3 Sponsorship Programs			\$ 79,000.00	\$ 79,000.00
TOTAL REVENUES =				\$ 264,400.00
EXPENSES				
<i>Administrative Items</i>				
5 Equipment	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
6 Insurance	\$ 1,500.00	\$ -	\$ 3,000	\$ 4,500.00
7 Rent	\$ 6,900.00	\$ -	\$ -	\$ 6,900.00
8 Supplies & Postage	\$ 1,964.00	\$ -	\$ 3,036	\$ 5,000.00
9 Telephone/ Internet	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
10 Office Personnel/ Staff	\$ 8,203.75	\$ -	\$ -	\$ 8,203.75
11 Professional Fees	\$ 14,500.00	\$ -	\$ 2,000	\$ 16,500.00
Administration Subtotal=				\$ 44,103.75
<i>Capital Improvements</i>				
12 Streetscape Improvement	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
Capital Improvements Subtotal=				\$ 1,000.00
<i>Marketing</i>				
13 District Promotions	\$ 13,953.75	\$ 16,010.00	\$ 13,674.00	\$ 43,637.75
14 Public Relations	\$ 13,953.75	\$ 2,100.00	\$ 10,550.00	\$ 26,603.75
15 Special Events & Promotions	\$ 13,953.75	\$ -	\$ 39,750.00	\$ 53,703.75
16 Streetscape Decorations	\$ -	\$ 10,500.00	\$ 3,950.00	\$ 14,450.00
Marketing Subtotal=				\$ 138,395.25
<i>Operations</i>				
17 Streetscape Maintenance Staff	\$ 14,771.00	\$ 57,000.00	\$ 131.00	\$ 71,902.00
18 Operation Supplies & Other	\$ -	\$ 7,090.00	\$ 1,909.00	\$ 8,999.00
Operations Subtotal=				\$ 80,901.00
TOTAL EXPENSES =				\$ 264,400.00
REVENUE/EXPENSE SUMMARY				
				Total Budget
Revenues				\$ 264,400.00
Expenses				\$ 264,400.00
Excess / Deficiencies				\$ -

Members of the CASID voted to approve this budget at the Annual Meeting of the Corporation held on Tuesday March 16, 2010 in the CASID Office.

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

City Clerk File No. RES. 10-577
 Agenda No. 10.V.
 Approved: AUG 25 2010
 TITLE: _____



RESOLUTION ACCEPTING THE ASSESSMENT ROLL OF THE CENTRAL AVENUE SPECIAL IMPROVEMENT DISTRICT OF THE CITY OF JERSEY CITY

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, on July 16, 2010 the Tax Assessor filed with the City Clerk of Jersey City a certified copy of the properties upon which is being imposed a special assessment for purposes of the Central Avenue Special Improvement District (the Assessment Roll) pursuant to N.J.S.A. 40:56-65 et seq.; and

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

WHEREAS, on August 25, 2010, a public hearing was held by the Municipal Council to consider objections to the Assessment Roll; and

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

WHEREAS, it is necessary for the Municipal Council to accept and approve the Assessment Roll in order to assess the owners within the Central Avenue Special Improvement District for the budget year July 1, 2010 through June 30, 2011; and

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

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

APPROVED DRB/rj _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
 Business Administrator

[Signature]
 Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

lock	Lot	Qual	Owner	Location	Cl	14.940 Feet	2011 Amt Due
35	B.1		LOCON PROPERTIES, INC. 1&2-S-C	232 CENTRAL AVE. 203X174X203X178	4A	203.00	3032.82
43	1.B		JERSEY DRUG, INC. 3S-B-C1-2U-H	286 CENTRAL AVE. 25X80	4A	25.00	373.50
43	2.A		CITY OF JERSEY CITY POLICE STATION	282 CENTRAL AVE 50X100	15C	.00	.00
43	4.A		FAMILIA CORP. C/O BERMUDEZ 2S-B-C-1U-H	280 CENTRAL AVE. 25X125	4A	25.00	373.50
43	5		DE MARCHI, R. 3S-F-C-3U-NH	278 CENTRAL AVE. 25X152	4A	25.00	373.50
43	6 L7		BERARDO, JOSEPH 3S-B-C-4U-NH	274-276 CENTRAL AVE. 50X152	4A	50.00	747.00
43	8 L9,10		C H & B RLTY CORP INC 1S-B-C-H	268-272 CENTRAL AVE. 75X152	4A	75.00	1120.50
43	11		HJC REALTY, LLC 3S-B-C-2U	266 CENTRAL AVE. 25X152	4A	25.00	373.50
43	12		CENTRAL TOWERS CORP. 3S-B-C-2U-H	264 CENTRAL AVE. 25X152	4A	25.00	373.50
43	15 L16		MARTIN GOLDMAN, LLC % CH MARTI 1S-B-C	256-258 CENTRAL AVE. 50X152	4A	50.00	747.00
43	17.A		DR. NARD, LLC 1SBC-1U-H&2S-CB	254 CENTRAL AVE. 20.11X100	4A	20.11	300.44
43	18.A		AK 471, LLC 1S-B-C1-NH	252 CENTRAL AVE. 29.89X100	4A	29.89	446.56
43	19.A		250 CENTRAL, LLC 4S-B-C-6U-H	250 CENTRAL AVE. 35.49X100 AV	4A	35.49	530.22
43	20.A		IEZZI, ROBERT J. 3S-BT-F-2C-3U-H	248 CENTRAL AVE. 25.11X100	4A	25.11	375.14
43	46		CENTRAL TOWERS CORP. 5S-CB&B-16U-C-H	260 CENTRAL AVE. 50X304 IRR	4A	75.00	1120.50
43	1.C		SHAH, ROHIT & JITA 3S-B-C-2U	300 CENTRAL AVE. 22.87 X 157 IRR	4A	22.87	341.68
43	1.D		LO RUSSO, ADELINE, TRUST 3S-B-C-2U-H	302 CENTRAL AVE. 22.80X146	4A	22.80	340.63
43	2		298 CENTRAL REALTY HOLDING, LL 3S-F-2C-4U-H	298 CENTRAL AVE 25 X 152	4A	25.00	373.50
43	3		YEUNG, FEI & TUNG, OI YING 3S-F-C-4U-H	296 CENTRAL AVE. 25X152	4A	25.00	373.50
43	3.B		SHAH, ROHIT & JITA 4S-B-C-11U	306 CENTRAL AVE. 25X145	4A	25.00	373.50
43	4		CHOE, KYU O.LEE, SOON Y.& MYONG 3S-F-C-2U-H	294 CENTRAL AVE. 25X100	4A	25.00	373.50
3	4.B		308 CENTRAL AVE, INC. % DANNY 3S-F-C-4U-H	308 CENTRAL AVE. 25X144AV.	4A	25.00	373.50
3	5		HIRPARA, J. & S., ANTALA, HIMA 3S-F&C-2U-H	292 CENTRAL AVE. 25X100	4A	25.00	373.50
3	6		HANDAL, DOMINGO & LINDA 3S-B-C-2U-H	290 CENTRAL AVE. 25X100	4A	25.00	373.50
3	7		ELGENDI, ABFATTAH 3S-F-C1-1U-H	288 CENTRAL AVE. 25X100	4A	25.00	373.50

Block	Lot	Qual	Owner	Location	Cla	14.940 Feet	2011 Amt Due
13	8.B L9B,D1,6B,7B,E		SAPUTO, SAVATORE & MARIA COR 1S-CB-C-H-AC	312-318 CENTRAL AVE. 100X116AVG.	4A	100.00	1494.00
13	2B.99		304 CENTRAL ENTERPRISES II, L. 3S-B-C-2U	304 CENTRAL AVE. 25X271	4A	25.00	373.50
13	5B.1		LOOC, ROCHELLE 3S-B-C-5U-H(1)	310 CENTRAL AVE. 25X118	2	.00	.00
13	5B.2		EFRA TI, SASSON & RACHEL 3S-B-C-5U-H(1)	310 CENTRAL AVE. 25X118	2	.00	.00
13	5B.3		WANG, XU YUN 3S-B-C-5U-H(1)	310 CENTRAL AVE. 25X118	2	.00	.00
13	5B.4		ENG, MICHAEL 3S-B-C-5U-H(1)	310 CENTRAL AVE. 25X118	2	.00	.00
13	5B.5		MILLAN, TAHRA 3S-B-C-5U-H(1)	310 CENTRAL AVE. 25X118	2	.00	.00
13	5B.1A		SHAMULA, MARTIN & ALAN 3S-B-C-5U-H(1)	310 CENTRAL AVE. 25X118	4A	25.00	373.50
12	1.99		BRAHA N.J.P.RLTY.ASSOC.INC. 1-2S&4SB-C1-8U	320 CENTRAL AVE. 52X112	4A	52.00	776.88
12	3 L4		MONKA, INC. A N.J. CORP. 2S-F-C-H	324.5 CENTRAL AVENUE 50X100	4A	50.00	747.00
12	5.DUP		PARK AUTH J C %PANEPINTO PROPE 1S-B-RESTAURANT	328 CENTRAL AVE 100X61.33	4A	100.00	1494.00
12	13		344 CENTRAL AVE., LLC 2S-B-C-2U-H	344 CENTRAL AVE. 25X152	4A	25.00	373.50
12	14.A		TAKE REALTY, LP 1S-B-C-H	346 CENTRAL AVE. 21.25X152.75	4A	21.25	317.47
12	15.A		BROTHER & BROTHER REALTY, LP 1S-B-C-H	346.5 CENTRAL AVENUE 21.25X152 AV	4A	21.25	317.47
12	16.C		ROSEN INVESTMENTS,LLC.%SOVEREI 1S-B-BANK	348 CENTRAL AVE. 21.78X151AV	4A	21.78	325.39
12	19		FIRST FIDELITY N.C. 0340 1S-B-BANK-H	356 CENTRAL AVE. 25X148	4A	25.00	373.50
12	20		FLECKENSTEIN, A.K.& CURTIS,A.F 3S-B-C-3U-H	358 CENTRAL AVE. 25X147	4A	25.00	373.50
12	21		FLECKENSTEIN, A.K.& CURTIS,A.F 1S-F-C-H	360 CENTRAL AVE. 25X122 AV	4A	25.00	373.50
12	22		FLECKENSTEIN, A.K.& CURTIS,A.F 1S-F-C-NH	362 CENTRAL AVE. 20X120	4A	20.00	298.80
12	23		JERAD RLTY CO INC 3S-B-C-H	364 CENTRAL AVE. 20X120	4A	20.00	298.80
12	24		SOK & YOO REALTY, LP 3S-F-C-2U-H	366 CENTRAL AVE. 25X119	4A	25.00	373.50
12	52	X	PARKING AUTHORITY % PANEPINTO 1-2ST- B-C	328-342 CENTRAL AVE. 200.25X159.75 IRR	4A	200.25	2991.74
12	16B.99		PARKING AUTHORITY OF JERSEY CI VACANT LAND	352 CENTRAL AVE. 60.72X150AV	15C	.00	.00
71	5.B		NAM, HAE-UNG 4S-F-C-3U-H	376 CENTRAL AVE. 28.44X80 AV.	4A	28.44	424.89
71	8.A		SAPUTO, SALVATORE 1S-F-C1-H	382 CENTRAL AVE. 16.71X100	4A	16.71	249.65

Lock	Lot	Qual	Owner	Location	Cla	14.940 Feet	2011 Amt Due
71	8.B		SAPUTO, SALVATORE 1S-F-C-H	382A CENTRAL AVE. 16.39X100	4A	16.39	244.87
71	9.A		SAPUTO, SALVATORE 1S-O-H	384 CENTRAL AVE. 16.93X100	4A	16.93	252.93
71	D 4A		B.G. LISSON, L.L.C. 3S-F-C5-5U	368-374 CENTRAL AVE. 104.08X81	4A	104.08	1554.96
71	E		KWOK, YIN FONG 2S-B&F-C-1U-H	422 CENTRAL AVE. 25X96 AV.	4A	25.00	373.50
71	G.1		LEE, SAMMY B. & YOUNG HEE 1S-B-C-H	424-426 CENTRAL AVE. 50X95X48X91	4A	50.00	747.00
71	10.A		BAINES, BRUCE I. 1S-CB-O-H	386 CENTRAL AVE. 25X100	4A	25.00	373.50
71	12.A		HENESSY, J WASCOE J & A SALEMI 3S-B-C-2U-H	390 CENTRAL AVE. 25X63 AV.	4A	25.00	373.50
71	15.A		PERROTTA, F.A.& A.M.& CAMPOS, J 3S-F-C-2U-H	396 CENTRAL AVE. 25.34X131 AV.	4A	25.34	378.58
71	16		MBR CENTRAL AVENUE, L.L.C. 4S-B-C-6U-NH	398 CENTRAL AVE. 25X131 AV.	4A	25.00	373.50
71	17		IPPOLITO, JOSEPH, PAT OLIVIO, DOR 4S-B-C-9U-H	400 CENTRAL AVE. 25X130 AV.	4A	25.00	373.50
71	18 L43B		RJS CENTRAL, LLC 2S-B-C-1U-H-G	402 CENTRAL AVE. 25X229	4A	25.00	373.50
71	19		CAGGIANO, JOSEPH & CARROLL, MA 2S-B-C-1U-H	404 CENTRAL AVE. 25X128 AV.	4A	25.00	373.50
71	20		ELGENDI, ABFATTAH 3S-F-C-4U-H	406 CENTRAL AVE. 25X127 AV	4A	25.00	373.50
71	21		ELGENDI, ABFATTAH 3S-F-C-4U-H	408 CENTRAL AVE. 25X127 AV.	4A	25.00	373.50
71	22		KFM REALTY, L.L.C. 3S-B-C-H	410 CENTRAL AVE. 25X126 AV.	4A	25.00	373.50
71	23		KFM REALTY, L.L.C. 2S-F-C-H	412 CENTRAL AVE. 25X125 AV.	4A	25.00	373.50
71	24		414 CENTRAL AVENUE, JCNJ, LLC 3S-F-C-2U	414 CENTRAL AVE. 25X124 AV.	4A	25.00	373.50
71	25		HUANG, YI-LUNG & ZHENG, QI-CAN 1S-F-C-NH	416 CENTRAL AVE. 25X125 AV.	4A	25.00	373.50
71	26		THE WINS PROPERTY, LLC 2S-F-C1-3U-H	418 CENTRAL AVE. 25X126 AV.	4A	25.00	373.50
71	27		KAZMI, SYED J. & FAROOQUI, SOH 2S-F-C-1U-H	420 CENTRAL AVE. 25X127 AV.	4A	25.00	373.50
71	47.99		JERSEY CITY PARKING AUTHORITY 3&4S-BT-B-C-O-E	392-4 CENTRAL AVE. 49.66X233AV	4A	49.66	741.92
71	6A.1		SAPUTO, SALVATORE 2S-2C-1U-CONDO.	378-380 CENTRAL AVE. 42.19X67	4A	18.00	268.92
71	6A.2		ADVANCES FOOT & ANKLE CARE 2S-2C-1U-CONDO.	378 CENTRAL AVE. 42.19X67	4A	18.00	268.92
71	6A.3		HAAS, NORBERT & HERTKORN, MICH 2S-2C-1U-CONDO	378-380 CENTRAL AVE. 42.19X67	2	.00	.00
71	A.99		LUCIANO ENTERPRISES 2S-F-C-4U	428 CENTRAL AVE. 61.96X77	4A	61.96	925.68

Lock	Lot	Qual	Owner	Location	Cla	14.940 Feet	2011 Amt Due
31	C.1		LUCIANO ENTERPRISES 3S-F-C-4U-NH	434 CENTRAL AVE. 32.70X76.52	4A	32.70	488.54
31	D.4		LKH CENTRAL AVENUE LLC VACANT LAND	442 CENTRAL AVE. 24.80X77AV.	1	24.80	370.51
31	D.5		LKH CENTRAL AVENUE, L.L.C. VACANT LAND	440 CENTRAL AVE. 24.80X77AV	1	24.80	370.51
31	E		LKH CENTRAL AVENUE, L.L.C. 2S-B-O-H-AC	444 CENTRAL AVE. 50.42X72.48	4A	50.42	753.27
31	269.A		436 CENTRAL, LLC 2S-F-C-4U-H	436 CENTRAL AVE. 25X77.96	4A	25.00	373.50
31	270.A		MYCADI, L.L.C. 2S-B-C-2U-H	438 CENTRAL AVE. 25X85	4A	25.00	373.50
31	277.C		GUEVARA, CARLOS & HEREDIA, GER 3S-F-D-3U-O-H	452 CENTRAL AVE. 25X57AV	4A	25.00	373.50
31	278.A		VINH CORP. % RON CARVALHO 2S-B-C-2U-H	454 CENTRAL AVE. 25X93.17	4A	25.00	373.50
31	279.D		CARDONA, MARIA 3S-F-C-2U	456 CENTRAL AVE. 25X61.95	4A	25.00	373.50
31	280.C		PILAMUNGA, RUBEN & MARIA 3S-F-C-2U-H	458A CENTRAL AVE. 25.01X67AV.	4A	25.01	373.65
31	281.D		GALLO, EDDY 2S-F&B-C1-2U-H	460 CENTRAL AVE. 25X79	4A	25.00	373.50
31	282.A		D & K CENTRAL AVENUE, LLC 3S-B-C-3U-H	462 CENTRAL AVE. 25X95.42	4A	25.00	373.50
31	284		MRL, INC. 3S-B-D-5U-H	448-450 CENTRAL AVE. 50X72	4C	.00	.00
31	283A.A1		DASALLA, KARLOS J. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.A2		MANKA, DAVID 3S-B-A-29-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.A3		VEGA, JENNIFER 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.A4		GARCIA, JASON & JENNIFER 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.A5		WHEATLEY, JOI R. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.A6		BELMONT, LAURA & GEOFFREY NILS 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.A7		LEVY, CHARLES & EL BRADY, ABDELM 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.B1		WOODS, SANDRA 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.B2		LIVINGSTON, ERNEST & NANCY 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.B3		PATEL, MAYANK R. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.B4		BROWN, LORENZO 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
31	283A.B5		SELTZER, IRIS R. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE 100X135.50	2	.00	.00

Lock	Lot	Qual	Owner	Location	Cl	14.940 Feet	2011 Amt Due
81	283A.B6		WELFARE, JUDY & JEREMY B. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.B7		ADAMS, MICHAEL A. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.B8		MCMANUS, TERRENCE R. & LUCY C. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.B9		JOHNSON, TIMOTHY E. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C1		LESSEY, LESLEY 3S-B-A-29U-H(1)	464-470 CENTRAL AVENUE 100X135.50	2	.00	.00
81	283A.C2		BABEY, JEFFREY 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C3		HERRON, MICHAEL W. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C4		MEYER, ANDREAS 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C5		GLASSMAN, HARRY 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C6		SANTILLO, DINA 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C7		TWITCHELL, ARIANA 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C8		WILEY, SHAUN M., STEVEN E. & R 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C9		SZCZYGINSKI, JANICE A. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.B10		RUPPERT, MARIE-LOUISE 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.B11		FLINK, MICHAEL 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C10		WALKER, KEISHA L. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
81	283A.C11		LESSEY, LESLEY A. 3S-B-A-29U-H(1)	464-470 CENTRAL AVE. 100X135.50	2	.00	.00
1	3 L4		TEJ DIP, LLC 2S-B-C-A	506-508 CENTRAL AVENUE 50X121.8	4A	50.00	747.00
1	5.A		CHURCH & SWAN PROPERTIES, L.L. 2S-CB-W-O-H	510 CENTRAL AVE. 25X51	4A	25.00	373.50
1	6.A		RUIZ, RAYMOND 2S-F-C-1U-H	514 CENTRAL AVE. 25X54AV.	4A	25.00	373.50
1	7		FEINHOP REALTY, L.L.C. C/O HOP 4S-B-C-7U-H	516 CENTRAL AVE. 25X120.4	4A	25.00	373.50
1	8		FEINHOP REALTY, L.L.C. 4S-B-C-10U-H	518 CENTRAL AVE. 25X120.4	4A	25.00	373.50
1	9		FEINHOP REALTY, L.L.C. C/O HOP 4S-B-C-7U-H	520 CENTRAL AVE. 25X120.4	4A	25.00	373.50
1	G.1		ALVAREZ, ESTELA 2S-B+F-1C-1U	496A CENTRAL AVE. 16.60X74.67	4A	16.60	248.00
1	10		522 CENTRAL AVENUE, L.L.C. 3S-F-C1-6U-H	522 CENTRAL AVE. 19.1X111.10	4A	19.10	285.35

Lock	Lot	Qual	Owner	Location	Cla	14.940 Feet	2011 Amt Due
91	1A.A1		PINTINGARO, ANTONINO 4S-B-8U-H(1)	502 CENTRAL AVE. 25X76.35	2	.00	.00
91	1A.A2		GATTAS, BAGHAT & MALAKA 4S-B-D-8U-H(1)	502 CENTRAL AVE. 25X76.35	2	.00	.00
91	1A.B1		SANTOS, ROSARIO L. 4S-B-8U-H(1)	502 CENTRAL AVE. 25X76.35	2	.00	.00
91	1A.B2		DUNN, AMOS 4S-B-D-8U-H(1)	502 CENTRAL AVE. 25X76.35	2	.00	.00
91	1A.C1		GATTAS, BAGHAT & MALAKA 4S-B-D-8U-H(1)	502 CENTRAL AVE. 25X76.35	2	.00	.00
91	1A.C2		GATTAS, BAGHAT & MALAKA 4S-B-D-8U-H(1)	502 CENTRAL AVE. 25X76.35	2	.00	.00
91	1A.D1		HENRY, CORMIN & HAMER, RANDOLPH 4S-B-D-8U-H(1)	502 CENTRAL AVE. 25X76.35	2	.00	.00
91	1A.D2		GATTAS, BAGHAT & MALAKA 4S-B-D-8U-H(1)	502 CENTRAL AVE. 25X76.35	2	.00	.00
91	2A.A1		ROBINSOAK PROPERTIES, L.L.C. 4S-B-D-8U-H(1)	504 CENTRAL AVE. 25X75.04	2	.00	.00
91	2A.A2		PEZZAROSSO, FERNANDO 4S-B-D-8U-H(1)	504 CENTRAL AVE. 25X75.04	2	.00	.00
91	2A.B1		ROBINSOAK PROPERTIES, LLC 4S-B-D-8U-H(1)	504 CENTRAL AVE. 25X75.04	2	.00	.00
91	2A.B2		CALUCHO, MARTHA 4S-B-D-8U-H(1)	504 CENTRAL AVE. 25X75.04	2	.00	.00
91	2A.C1		HDS MANAGEMENT, INC. 4S-B-D-8U-H(1)	504 CENTRAL AVE. 25X75.04	2	.00	.00
91	2A.C2		AWAD, ABDEL 4S-B-D-8U-H(1)	504 CENTRAL AVE. 25X75.04	2	.00	.00
91	2A.D1		ROBINS OAK PROPERTIES, LLC 4S-B-D-8U-H(1)	504 CENTRAL AVE. 25X75.04	2	.00	.00
91	2A.D2		GIARDINA, JOSEPH 4S-B-D-8U-H(1)	504 CENTRAL AVE. 25X75.04	2	.00	.00
91	S2		CENTRAL AVE. 500, LLC VACANT LAND	500 CENTRAL AVE. 17.5X73.78	1	17.50	261.45
91	287.A		OH, JUNG GEE & HYE KYUNG 3S-F-C-2U-H	472 CENTRAL AVE. 25X65	4A	25.00	373.50
91	288.A		VELA, MARCO & EMMA 3S-F-C-2U-H	474 CENTRAL AVE. 25X63AV.	4A	25.00	373.50
91	289.A		KWON, OK.B.AHN 3S-B-C-4U-NH	476 CENTRAL AVE. 25X80.77	4A	25.00	373.50
91	290.D		SHAH, HITESH J. 1S-B-C-H	480 CENTRAL AVE. 50X52AV.	4A	50.00	747.00
91	292.A		E & R PROPERTY ENTERPRISES, LL 3S-B-C-5U-H	482 CENTRAL AVE. 25X76.77	4A	25.00	373.50
91	293.A		MAGNOLIA MANAGEMENT, INC. 3S-F-D-7U-H	484 CENTRAL AVE. 28X76.1	4C	.00	.00
91	294.A		ZDICHOCKI, JOAN C. & ROBERT S. 3S-F-C-2U-H	486 CENTRAL AVE. 22X74.9	4A	22.00	328.68
91	296.A		MEHTA, ASHOK & RANJANA K. 2S-F-C-1U-NH	490 CENTRAL AVE. 25X64.3	4A	25.00	373.50

Lock	Lot	Qual	Owner	Location	Cla	14.940 Feet	2011 Amt Due
91	297.A		ALVAREZ, ESTELA 3S-B-C1-3U-H	492 CENTRAL AVE. 25X64	4A	25.00	373.50
91	298		MIDDLE DELTA INC.C/O SABEHA M. 3S-F-D-6U-H	494 CENTRAL AVE. 25X126.1	4C	.00	.00
91	299.B		KHAN, ARSHAD 2S-F-1C-1U-H	496 CENTRAL AVE. 16.85X75.12	4C	16.85	251.74
91	300.B		ALVAREZ, ESTELA 2S-F-1C-1U	498 CENTRAL AVE. 16.85X74.23	4A	16.85	251.74
91	302		AMATO, ANGELO 2S-D	488 CENTRAL AVE. 25.X63.99	4A	25.00	373.50
12	1.A		513 CENTRAL AVENUE CORPORATION 3S-B-C-2U-H	513 CENTRAL AVE. 28X106 IRR	4A	28.00	418.32
12	2.B		GASPAR, CSABA 3S-B-C-6U-H	511 CENTRAL AVENUE 31X81	4A	31.00	463.14
12	3.A	C001A	CORTEZ, JOSEPH 3S-B-C-6U-CONDO	509 CENTRAL AVE. 31X106	2	.00	.00
12	3.A	C001B	PETRACCA, FORTUNATO 3S-B-C-6U-CONDO	509 CENTRAL AVE. 31X106	2	.00	.00
12	3.A	C002A	AYRES, SHERRY & MARIN, LUIS 3S-B-C-6U-CONDO	509 CENTRAL AVE. 31X106	2	.00	.00
12	3.A	C002B	KLIMSON, PAUL & COURTNEY 3S-B-C-6U-CONDO	509 CENTRAL AVE. 31X106	2	.00	.00
12	3.A	C003A	KONTANIS, MAVROTHI & SIKLAS, A 3S-B-C-6U-CONDO	509 CENTRAL AVE. 31X106	2	.00	.00
12	3.A	C003B	TEKIRIAN, STEPHEN 3S-B-C-6U-CONDO	509 CENTRAL AVE. 31X106	2	.00	.00
12	3.A	C00S1	509 CENTRAL AVENUE, L.L.C. 3S-B-C-6U-CONDO	509 CENTRAL AVE. 31X106	4A	12.71	189.89
12	3.A	C00S2	509 CENTRAL AVENUE, L.L.C. 3S-B-C-6U-CONDO	509 CENTRAL AVE. 31X106	4A	18.29	273.25
12	4.A		TORRES, MARITZA 3S-B-C-3U-H	507 CENTRAL AVE. 22X106	4A	22.00	328.68
2	5.A		LI, KWAN & LAM, MANG SING 2S-B-C-2U-H	499 CENTRAL AVE. COR 19X87	4A	19.00	283.86
2	6.A		SOLIMAN, ATEF & JUIETTE 2S-B-C-2U-H	501 CENTRAL AVE. 31X87	4A	31.00	463.14
2	7		GONZALEZ, VIRGIE 3S-B-C-4U-NH	503 CENTRAL AVE. 25X87	4A	25.00	373.50
2	8		505 CENTRAL AVE, LLC., 3S-BF-2U-1C	505 CENTRAL AVE. 25X87	4A	25.00	373.50
3	1		PATEL, MAHESH & VINA 3S-F-C-4U-NH	485 CENTRAL AVE. 25X87	4A	25.00	373.50
3	2		R.A.Y. REALTY, L.L.C. 3S-F-D-5U-H	487 CENTRAL AVE. 25X87	4C	.00	.00
3	3		AWANY, ABDUL M. 3S-F-C-3U-H	489 CENTRAL AVE. 25X87	4A	25.00	373.50
3	4		CENTRAL 491 REALTY, L.L.C. 3S-BT-B-3C-8U-H	491 CENTRAL AVE. 25X87	4A	25.00	373.50
3	520		PARKING AUTHORITY OF JERSEY CI VACANT LAND	477 CENTRAL AVE. 25X95	15C	.00	.00

Lock	Lot	Qual	Owner	Location	Clas	14.940 Feet	2011 Amt Due
13	521		PARKING AUTHORITY OF JERSEY CI VACANT LAND	479 CENTRAL AVE. 25X95	15C	.00	.00
13	522		CATHMAR CORP C/O DE GIOIA C. 3S-F-C-4U-NH	481 CENTRAL AVE. 25X95	4A	25.00	373.50
13	523		VIVAR, ROSELLA G. VACANT LAND	483 CENTRAL AVE. 25X95	1	25.00	373.50
15	A		RUIZ, KAISER 3S-F-C-2U-H	465 CENTRAL AVE. 16.8X95	4A	16.80	250.99
15	B		LOPEZ, RICARDO A.& MARIA C. 3S-F-C-2U-H	465.5 CENTRAL AVENUE 16.8X95.0	4A	16.80	250.99
15	C		AZIZ, SHARBAT 3S-F-C-2U-NH	467 CENTRAL AVE. 16.8X95.0	4A	16.80	250.99
15	482 L483		MOHAMED, KAHLID 2S-B-C1-02-8U-H	461-63 CENTRAL AVE. 50X95	4A	50.00	747.00
15	501		BUSCHHOFF, JUSTINA N. 2S-B-C-H	469 CENTRAL AVE. 25X95	4A	25.00	373.50
15	502		STARK, COLORADO 3S-B-C-2U-NH	471 CENTRAL AVE. 25X95.0	4A	25.00	373.50
15	503		CHI, YU YAN & GUO, BING LIAN 3S-F-1C-3U-H	473 CENTRAL AVE. 6497 25X95	4A	25.00	373.50
15	504		475 CENTRAL AVENUE REALTY, L.L 2S-F-C-1U-H	475 CENTRAL AVE. 25X95	4A	25.00	373.50
17	E.1		CITRO, VINCENT & FRANCA 3S-F-C-3U-H	455 CENTRAL AVE. 18.50X95	4A	18.50	276.39
17	F.1		CITRO, VINCENT 3S-F-C-2U-H	453.5 CENTRAL AVENUE 18.04X95	4A	18.04	269.52
7	G.1		SHAPIRO, ROBERT B 3S-F-C-2U	453 CENTRAL AVE. 18.4X95	4A	18.40	274.90
7	446.A		447 CENTRAL AVE. HOLDINGS, L.L 4S-B-C-12U-H	447 CENTRAL AVE. 27X95	4A	27.00	403.38
7	447		ELHALAWANY, AHMAD 3S-B-C-7U-H	449 CENTRAL AVE. 25X95	4A	25.00	373.50
7	463		GIAMBONA, ANTHONY & MARY & JOSEP 3S-F-C1-4U-H	451 CENTRAL AVE. 25X95	4A	25.00	373.50
7	466		CITRO, VINCENT & FRANCA 3S-BT-F-C-3U-H	457 CENTRAL AVE. 25X95	4A	25.00	373.50
7	468		THE HUYNH LE PROPERTIES, LLC 2S-BF-C-1U	443 CENTRAL AVE. 48X95	4A	48.00	717.12
9	X.6		REBASK, L.L.C. 1S-LOFT-B+CB-O	433 CENTRAL AVE. 25X87.83	4A	25.00	373.50
9	406		PRZYBOJEWSKI, HALINA 2S-F-C1-3U-HG2	425 CENTRAL AVE. 25X95	4A	25.00	373.50
9	407		BOTROL, IHAB & WAGICH 2S-F-C-1U-H	427 CENTRAL AVE. 25X95	4A	25.00	373.50
9	408		SHALABY, HESHAM 2S-F-C-1U-NH	429 CENTRAL AVE. 25X95	4A	25.00	373.50
9	409		MOHAMED, KAHLID 2S-F-C-1U-NH	431 CENTRAL AVE. 25X100	4A	25.00	373.50
9	426		AMATO, CECILIA & ANGELO 2S-B-C-2U-H	435 CENTRAL AVE. 25X87.10	4A	25.00	373.50

Central Avenue S I D

7/20/10

Block	Lot	Qual	Owner	Location	Cla	14.940 Feet	2011 Amt Due
19	427.99		ESTATE OF T. BONITO C/O ROSE B 2-3S-B-4C-6U	437 CENTRAL AVE. 50X87	4A	50.00	747.00
11	F.3		GRABOWSKY, RICHARD N. 3S-B-C-2U-H	421 CENTRAL AVENUE 25 X 60.16	4A	25.00	373.50
11	G.2		DANG REALTY, L.L.C. 4S-B-C-4U-H	419 CENTRAL AVE. 25X95	4A	25.00	373.50
11	10.D		JOHN & SONS ENTERPRISES INC. 3S-F-C-4U-NH	407-409 CENTRAL AVE. 39X59.65	4A	39.00	582.66
11	11.A		SUN, XING & SHAN S. 4S-B-C-12U-H	411 CENTRAL AVE. 36.0X95.0	4A	36.00	537.84
11	12.A		PRIORE, FRANCO & LUCIA 3S-B-C-2U-H	413 CENTRAL AVE. 25X95	4A	25.00	373.50
1	387.1F 388		SALVEMINI, MAURO 4S-B-D-10U-H(1)	415-417 CENTRAL AVE. 50X95	2	.00	.00
1	387.1R 388		UANTORE, DOMINICK & ANA 4S-B-D-10U-H(1)	415-417 CENTRAL AVE. 50X95	2	.00	.00
1	387.2F 388		CANTORE, DOMINIC & MARIO ORBE 4S-B-A-10U-H(1)	415-417 CENTRAL AVE. 50X95	2	.00	.00
1	387.2R 388		BUTTACAVOLE, LOUIS 4S-B-D-10U-H(1)	415-417 CENTRAL AVE. 50X95	2	.00	.00
1	387.2S 388		STOIA, FRANCES 4S-B-D-10U-H(1)	415-417 CENTRAL AVE. 50X95	2	.00	.00
1	387.3F 388		VENTIMIGLIA, MICHAEL A. 4S-B-D-10U-H(1)	415-417 CENTRAL AVE. 50X95	2	.00	.00
1	387.3R 388		MATSKIN, JULIANNE 4S-B-D-10U-H(1)	415-17 CENTRAL AVE. 50X95	2	.00	.00
1	387.3S 388		TOPPER, JAMES E. 4S-B-D-10U-H(1)	415-417 CENTRAL AVE. 50X95	2	.00	.00
1	387.4F 388		CANTORE, DOMINICK & ANA 4S-B-D-10U-H(1)	415-417 CENTRAL AVE. 50X95	2	.00	.00
1	387.4R 388		CANTORE, DOMINICK & ANA 4S-B-D-10U-H(1)	415-417 CENTRAL AVE. 50X95	2	.00	.00
3	1		JOHN & SONS ENTERPRISES 2S-F-C-2U-H	387 CENTRAL AVE. 25X100	4A	25.00	373.50
3	2		ORLANDO NJ, L.L.C. 2S-CB-C-H	389 CENTRAL AVE. 25X100	4A	25.00	373.50
3	3.A	C000C	ORLANDO NJ, L.L.C. 4S-B-1C-6U-COND	391 CENTRAL AVE. 21.91X106	4A	21.91	327.34
3	3.A	C001F	ORLANDO NJ, L.L.C. 4S-B-1C-6U-COND	391 CENTRAL AVE. 21.91X106	2	.00	.00
3	3.A	C001R	ORLANDO NJ, L.L.C. 4S-B-1C-6U-COND	391 CENTRAL AVE. 21.91X106	2	.00	.00
3	3.A	C002F	ORLANDO NJ, L.L.C. 4S-B-1C-6U-COND	391 CENTRAL AVE. 21.91X106	2	.00	.00
3	3.A	C002R	ORLANDO NJ, L.L.C. 4S-B-1C-6U-COND	391 CENTRAL AVE. 21.91X106	2	.00	.00
3	3.A	C003F	ORLANDO NJ, L.L.C. 4S-B-1C-6U-COND	391 CENTRAL AVE. 21.91X106	2	.00	.00
3	3.A	C003R	ORLANDO NJ, L.L.C. 4S-B-1C-6U-COND	391 CENTRAL AVE. 21.91X106	2	.00	.00

Lock	Lot	Qual	Owner	Location	Cl	14.940 Feet	2011 Amt Due
23	4.A		HONG TU REALTY, LLC 4S-B-C-12U-H	393-95 CENTRAL AVE. 38.47X106IR.	4A	38.47	574.74
23	6.A		BALDASSARE, MICHAEL 4S-B-C-7U-H	397-99 CENTRAL AVE. 39.16X106	4A	39.16	585.05
23	8.B		401 REALTY, CORP. 4S-B-C-18U-H	401-03 CENTRAL AVE. 50.50X73.40	4A	50.50	754.47
24	28		FISHMAN, EILEEN & GEORGE 3S-B-C1-H	371 CENTRAL AVE. 25X112	4A	25.00	373.50
24	29.99		GABESONS RLTY., LLC 1S-B-C-REAR	365 CENTRAL AVE. 75X112	4A	75.00	1120.50
24	32.A		DEE & DEE OF J.C., INC C/O DEE 2S-B-C-O	361 CENTRAL AVE. 50X87.33	4A	50.00	747.00
24	36.A		TRUST COMPANY OF NEW JERSEY 1S-B-BANK-H	359 CENTRAL AVE. 50X137IR	4A	50.00	747.00
25	1.B		MRL, INC. 4S-B-C-12U-H	341 CENTRAL AVE. 25X106	4A	25.00	373.50
25	2.B		343 CENTRAL AVE., LLC % FABCO E 3S-F-C-4U-H	343 CENTRAL AVE. 25X106	4A	25.00	373.50
25	24.B		BOWERS CENTRAL C/O P.HIRSCHMAN 4S-B-C-11U-H-R	353-55 CENTRAL AVE. 40.25X100	4A	40.25	601.34
25	29		MARX, LLC, & RLTY % MIDWOOD MGM 2S-B-C	345 CENTRAL AVE. 52X131 IRR	4A	52.00	776.88
25	26F.99		349 CENTRAL AVE, LLC C/O RIVER 4S-B-2C-15U	349.5 CENTRAL AVE. 60.92X99.5	4A	60.92	910.14
26	3.B L4-B		HATZIDOUKAS, PETER D. 3S-F-C-9U-H	329-331 CENTRAL AVE 50X81	4A	50.00	747.00
26	3.C		SM REALTY OF JERSEY CITY LLC., 3S-F-C-4U-H	335 CENTRAL AVE. 28.04X106	4A	28.04	418.92
26	1C.99		337 REALTY COMPANY, LLC, C/O RIT 2SB-RETAIL-DRUG	337 CENTRAL AVE. 49.96X156TRI	4A	49.96	746.40
26	2B.99		J K CITY, L.L.C. 2-3S-FC2-01-5U	325 CENTRAL AVE. 50X81	4A	50.00	747.00
26	4C.DUP		GOOD IDEA REALTY, LP 3S-BT-F-C-H	333 CENTRAL AVE. 22X106	4A	22.00	328.68
27	1.A		FIRST OPPORTUNITY REALTY L.P. 4S-B-C-H	311 CENTRAL AVE. 25X105.12 AV.	4A	25.00	373.50
27	1.7T		KING'S SON REALTY, L.L.C. 3S-B-C1-1U-H	309 CENTRAL AVE. 25X105 AV.	4A	25.00	373.50
27	2.A		WEALTH REALTY L.P. 4S-B-C-H	313 CENTRAL AVE 25X105.26IRR	4A	25.00	373.50
27	2.7T		SOLOMON, GARY & DIANE 2S-F-C-H	307 CENTRAL AVE. 24.5X75	4A	24.50	366.03
27	3.A		MOBO REALTY, INC. %BOTSARIS REA 3S-F-C-H	315-317 CENTRAL AVE 50X88.5IRR	4A	50.00	747.00
27	4.7T		FLEET C/O BURR WOLFF LP 1S-B-BANK-H	303 CENTRAL AVE. 50.5X103.39IRR	4A	50.50	754.47
28	1.7T		TAN, ELIZABETH & GERARDO 3S-F-C-3U-H	301 CENTRAL AVE. 25X102	4A	25.00	373.50
28	2.7T		JANG, SOON KIL & CHAN HEE 3S-F-C-5U-H	299 CENTRAL AVE. 25X101 AV.	4A	25.00	373.50

Lock	Lot	Qual	Owner	Location	Cla	14.940 Feet	2011 Amt Due
28	3.7T		CENTRAL AVENUE REALTY LLC 3S-F-C-2U-NH	297 CENTRAL AVE. 25X101 AV.	4A	25.00	373.50
28	4.7T		295 CENTRAL, LLC 3S-F-C-2U-NH	295 CENTRAL AVE. 25X101 AV.	4A	25.00	373.50
28	23		BELDINI, LEONA 3S-B-C-2U-H	289 CENTRAL AVE. 23.25X100	4A	23.25	347.35
28	24		LU, ADI C.C.& KATHLEEN L. 3S-B-4C-3U-H-R	287 CENTRAL AVE. 26.75X100	4A	26.75	399.65
28	5A.99		TB & J MGMT GROUP, LTD 5S-B-C-24U	293 CENTRAL AVE. 65.19X100	4A	65.19	973.94
29	1.A		2 SHERMAN PLACE, L.L.C. 2S-B&F-C-1U-H	261-263 CENTRAL AVE. 27.01X100	4A	27.01	403.53
29	2.A		265 CENTRAL AVE., L.L.C. 3S-B-C-3U-H	265 CENTRAL AVE. 23.01X101 AV	4A	23.01	343.77
29	3		JHG REALTY, LLC 2S-B&F-C1-1U	267 CENTRAL AVE. 25X101 AV.	4A	25.00	373.50
29	8.A		GONZALEZ, OSCAR & LINA 3S-B-C-2U-H	277 CENTRAL AVE. 24X105 AV.	4A	24.00	358.56
29	17.M		GREAT LAND NEW JERSEY, INC. 3S-F-C-2U-H	285 CENTRAL AVE. 24.64X100	4A	24.64	368.12
29	18.M		VILLARI, DOROTHY 3S-B-C-1U-H	283 CENTRAL AVE. 23.35X100	4A	23.35	348.85
29	19.M		DISCEPOLA, JOSEPH T. 3S-F-C-2U-H	281 CENTRAL AVE. 24.92X100	4A	24.92	372.30
29	20.M		JEL EMPLOYMENT SERVICES, INC. 3S-B-C-2U-NH	279 CENTRAL AVE. 22.08X100	4A	22.08	329.88
29	T1		PARKING AUTHORITY OF JERSEY CI VACANT LAND	269-273 CENTRAL AVE 94.21X205	15C	.00	.00
0	1		P & V CORPORATION 2S-F-C-H	257 CENTRAL AVE. 25X100	4A	25.00	373.50
0	2		HEMANT SHAH FAMILY FOUNDATION 3S-F-C-2U-H	255 CENTRAL AVE. 25X100	4A	25.00	373.50
0	3		AK 253, L.L.C. 3S-F-C-1U-H	253 CENTRAL AVE. 25X100	4A	25.00	373.50
0	3.H		LAM, KAM CHU 2S-F-C-1U-H	235 CENTRAL AVE. 25X100	4A	25.00	373.50
0	4		251 CENTRAL AVENUE, L.L.C. 3S-F-C-4U-NH	251 CENTRAL AVE. 25X100	4A	25.00	373.50
0	4.H		PATEL, MAYANK D.& VINOD 3S-F-C-4U-H	237 CENTRAL AVE. 25X100	4A	25.00	373.50
0	5		SEHN PROPERTIES, L.L.C. 2S-B&F-C1-2U-H	249 CENTRAL AVE. 25X100	4A	25.00	373.50
0	5.H		LAM, KAM CHU 2S-F-C-IN-NH	239 CENTRAL AVE. 25X100	4A	25.00	373.50
0	6		SCIVETTI, A.,E.,G.,&MICHAEL 3S-F-C-4U-H	247 CENTRAL AVE. 25X100	4A	25.00	373.50
0	6.H		FIRST SAVINGS % SOVEREIGN BANK 1S-B-C-H	241 CENTRAL AVE. 33X100	4A	33.00	493.02
0	7		245 CENTRAL AVENUE, L.L.C. 3S-F-C-4U-H	245 CENTRAL AVE. 25X100	4A	25.00	373.50

Central Avenue S I D

7/20/10

Block	Lot	Qual	Owner	Location	Class	14.940 Feet	2011 Amt Due
30	8		CONTE, PASQUALE & DOMINICK 3S-F-C-2U-H	243 CENTRAL AVE. 32X100	4A	32.00	478.08
30	E.D		LITTLE IZCUCHACA INC 3S-F-C-4U-NH	233-231 CENTRAL AVE. 50X64 AV.	4A	50.00	747.00

TOTALS:

Area: 6,207.69 \$92,742.87

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

City Clerk File No. RES. 10-578

Agenda No. 10.W.

Approved: AUG 25 2010

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2010-2011 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 be 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 2010-2011 fiscal year budget, July 1, 2010 – June 30, 2011 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 2010-2011 fiscal year budget, July 1, 2010 – June 30, 2011 of the Historic Downtown Special Improvement District, attached hereto as Exhibit A, was approved by the Historic Downtown Special Improvement District at its May 11, 2010 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:

TITLE:

- (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, 2010.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0
8/25/10

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

HISTORIC DOWNTOWN MANAGEMENT CORPORATION

Special Improvement District – Jersey City
P.O. Box Jersey City, NJ 07306 * 201-547-3554

RESOLUTION APPROVING THE BUDGET FOR THE 2010-2011 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

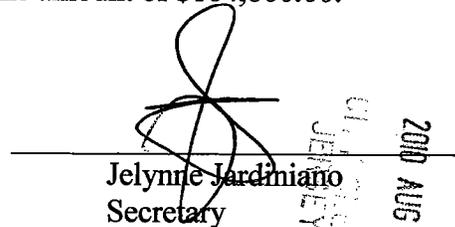
WHEREAS, Ordinance # 97-021 of the City of Jersey City Municipal Council, providing for the Creation of a Historic Downtown Special Improvement District (HDSID) and designation of the Historic Downtown Special Improvement District Management Corporation as the District Management Corporation (DMC);

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 May 11, 2010; and a quorum was present to move and second the submission of the HDSID Fiscal Year 2010/2011 annual budget to the Jersey City Economic Development Corporation and forward to the City Council of the City of Jersey City for a resolution allowing the New Jersey State Urban Enterprise Zone Authority to adopt the budget for the purposes of providing a grant to the HDSID in the amount of \$164,800.00.



Steve Kalcanides
President



Jelynne Jardimiano
Secretary

2010 AUG - 4 P 1:34
RECEIVED
CLERK'S OFFICE
JERSEY CITY, N.J.

CERTIFIED to be a true copy of the RESOLUTION adopted by the Historic
Downtown Special Improvement District (HDSID) at its meeting on: _____
day of 11, 2010

HDSID Secretary, Jelynne Jardimiano

Dated: 5/11/10

Jersey City
 Historic Downtown
 SID
 2010-2011
 Budget

ROW	SID	2011	UEZ	2011	Total	Comments
INCOME						
A3	SID Assessments	\$164,800.00	\$0.00	\$0.00	\$164,800.00	See Footnote # 1
A4	Sponsorship	\$50,000.00	\$0.00	\$0.00	\$50,000.00	See Footnote # 2
A5	Other Income	\$0.00	\$0.00	\$0.00	\$0.00	See Footnote # 3
TOTAL INCOME						
		\$214,800.00	\$0.00	\$0.00	\$214,800.00	
EXPENSES						
Operations						
						In accordance with Statute 40:66-83
A11	Cleaning Services	\$75,000.00	\$0.00	\$0.00	\$75,000.00	litter/abatement/graffiti/maintenance services for the entire district. Vendor is America Clean and Safe. 2 full time employees, 1 part time to cover the district 7 days a week, 6 am - 7 pm M-F, 8-4 weekends. Supervisor, Greg Mayo 609-209-3858
A12	Design Assistance	\$0.00	\$0.00	\$0.00	\$0.00	Includes, but not limited to design of signage, banners, websites, planters, garbage cans/etc.
A13	Supplemental Police	\$0.00	\$0.00	\$0.00	\$0.00	Security services for the District via private and public entities to enhance safety
Sub Total						
		\$75,000.00	\$0.00	\$0.00	\$75,000.00	
Marketing						
A16	Web	\$6,000.00	\$0.00	\$0.00	\$6,000.00	Fees for maintenance, design and services regarding web site, web marketing and related activity
A18	Holiday & Special Events	\$25,000.00	\$0.00	\$0.00	\$25,000.00	Organize support activities and materials, including but not limited to: lighting, banners, flags, signage, decorations, etc for seasonal marketing and special events.
A19	Printing / Promotions	\$1,000.00	\$0.00	\$0.00	\$1,000.00	Newletters, meetings, promotions
A20	Business Attraction/ Retention & Retail	\$30,000.00	\$0.00	\$0.00	\$30,000.00	Public Relations to publicize district, including but not limited to: seminars, advertising, coop programs, conventions, special events, etc.
A21	Collateral Materials	\$1,000.00	\$0.00	\$0.00	\$1,000.00	SID Assessment funding used for any collateral materials needed for events, meetings or business assistance
Sub Total						
		\$63,000.00	\$0.00	\$0.00	\$63,000.00	

Jersey City
Historic Downtown
SID
2010-2011
Budget

ROW	SID	UEZ	Total	Comments
ROW	SID	UEZ	Total	Comments
Capital Programs				
A22				See Footnote 4
A23				See Footnote 5
Subtotal				
	\$0.00	\$0.00	\$0.00	
Administration				
A30	\$2,300.00	\$0.00	\$2,300.00	Liability and Directors & Officers
A31	\$8,000.00	\$0.00	\$8,000.00	Ground Floor space within the district to serve as a resource and welcome center
A32	\$3,000.00	\$0.00	\$3,000.00	Lights, phone, electric gas, etc.
A33	\$300.00	\$0.00	\$300.00	Mailing annual material, quarterly newsletters and various notifications
A34	\$200.00	\$0.00	\$200.00	letter head, business cards, note cards, envelopes, etc.
A35	\$51,500.00	\$0.00	\$51,500.00	Nikol Flores Director \$44,100.00, Admin Asst. \$7,400
A36	\$4,000.00	\$0.00	\$4,000.00	SID Assessment funding used for any legal fees accrued during the fiscal year.
A37	\$3,500.00	\$0.00	\$3,500.00	Auditor and Bookkeeping, accountants for tax returns and audits
A38	\$1,000.00	\$0.00	\$1,000.00	
A39	\$2,000.00	\$0.00	\$2,000.00	SID Assessment used for meeting space rental if needed as well as materials and speakers, 13 meetings per year, and any necessary special meetings.
A40	\$0.00	\$0.00	\$0.00	
A41	\$1,000.00	\$0.00	\$1,000.00	membership dues for DNJ, Chamber of Commerce, etc.
Subtotal				
	\$76,800.00	\$0.00	\$76,800.00	
TOTAL EXPENSES				
	\$76,800.00	\$0.00	\$76,800.00	

FOOTNOTES TO 2009 – 2010 BUDGET

FOOTNOTE 1: Assessments

Funds collected from assessments of all properties within the district.

FOOTNOTE 2: Sponsorships

Sponsorships received for all programs this year including Groove on Grove and the Farmers Market.

FOOTNOTE 3: Other Income

This includes any in-kind contributions as well as any carry over of SID assessments funds not allocated in the prior year.

FOOTNOTE 4: DOT, CDGB

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

FOOTNOTE 5: Streetscape Grant

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

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

City Clerk File No. RES. 10-579

Agenda No. 10.X.

Approved: AUG 25 2010



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), FOURTH STREET FROM NEWARK AVENUE TO MERSELES STREET BEGINNING NOON AND ENDING 10:00 P.M. SATURDAY, OCTOBER 2, 2010, RAIN DATE: SUNDAY, OCTOBER 3, 2010, AT THE REQUEST OF THE FOURTH STREET ART & MUSIC FESTIVAL FOR THE PURPOSE OF AN ARTISTS STUDIO TOUR

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Fourth Street Art & Music Festival to close Fourth Street from Newark Avenue to Merseles Street beginning Noon and ending 10:00 p.m. Saturday, October 2, 2010, rain date: Sunday, October 3, 2010 for the purpose of an artists studio tour; and

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

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

WHEREAS, the request to close Fourth Street does not meet one or more of the requirements set forth in Section 296-72(B)(2)(8) and 296-73(D) as the street closing will end later 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 296-72 and 296-73 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Fourth Street from Newark Avenue to Merseles Street beginning Noon and ending 10:00 p.m. Saturday, October 2, 2010 rain date: Sunday, October 3, 2010.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] 8/18/10
Municipal Engineer

APPROVED: [Signature] 9/19/10
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Asst Corporation Counsel

JDS:pcl
(08.25.10)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
								8/25/10			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Fourth Street from Newark Avenue to Merseles Street beginning Noon and ending 10:00 p.m., Saturday, October 2, 2010 (rain date: Sunday, October 3, 2010) at the request of the Fourth Street Art & Music Festival for the purpose of an artists studio tour

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Mike McNamara on behalf of the Fourth Street Art & Music Festival, 371 Fourth St., JCNJ 516.782.6584

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

Authorize the closing of Fourth Street from Newark Avenue to Merseles Street beginning Noon and ending 10:00 p.m. Saturday, October 2, 2010 (rain date: Sunday, October 23, 2010)

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

Artist's studio tour

5. Anticipated benefits to the community:

Community Affair

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

No Cost to the City

7. Date proposed program or project will commence:

Noon, Saturday, October 2, 2010 (rain date: Sunday, October 3, 2010)

8. Anticipated completion date:

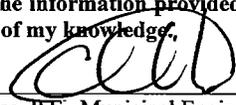
10:00 p.m., Saturday, October 2, 2010 (rain date: Sunday, October 3, 2010)

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

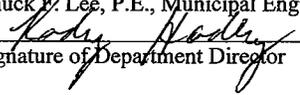
Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

10. Additional comments:

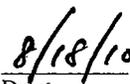
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



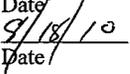
Chuck F. Lee, P.E., Municipal Engineer



Signature of Department Director



Date



Date

APPLICATION FOR RECREATIONAL EVENT ST CLOSURE

BLOCK: FOURTH ST from NEWARK AV to MERSELES ST

PURPOSE OF EVENT: artists studio tour

BEGINS: Noon ENDS: 10PM Saturday, October 2 (rain date Sunday, October 3), 2010

APPLICANT: Mike McNamara

ORGANIZATION: Fourth St Art & Music Festival

STREET ADDRESS: 371 Fourth St

CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 516.782.6584

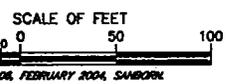
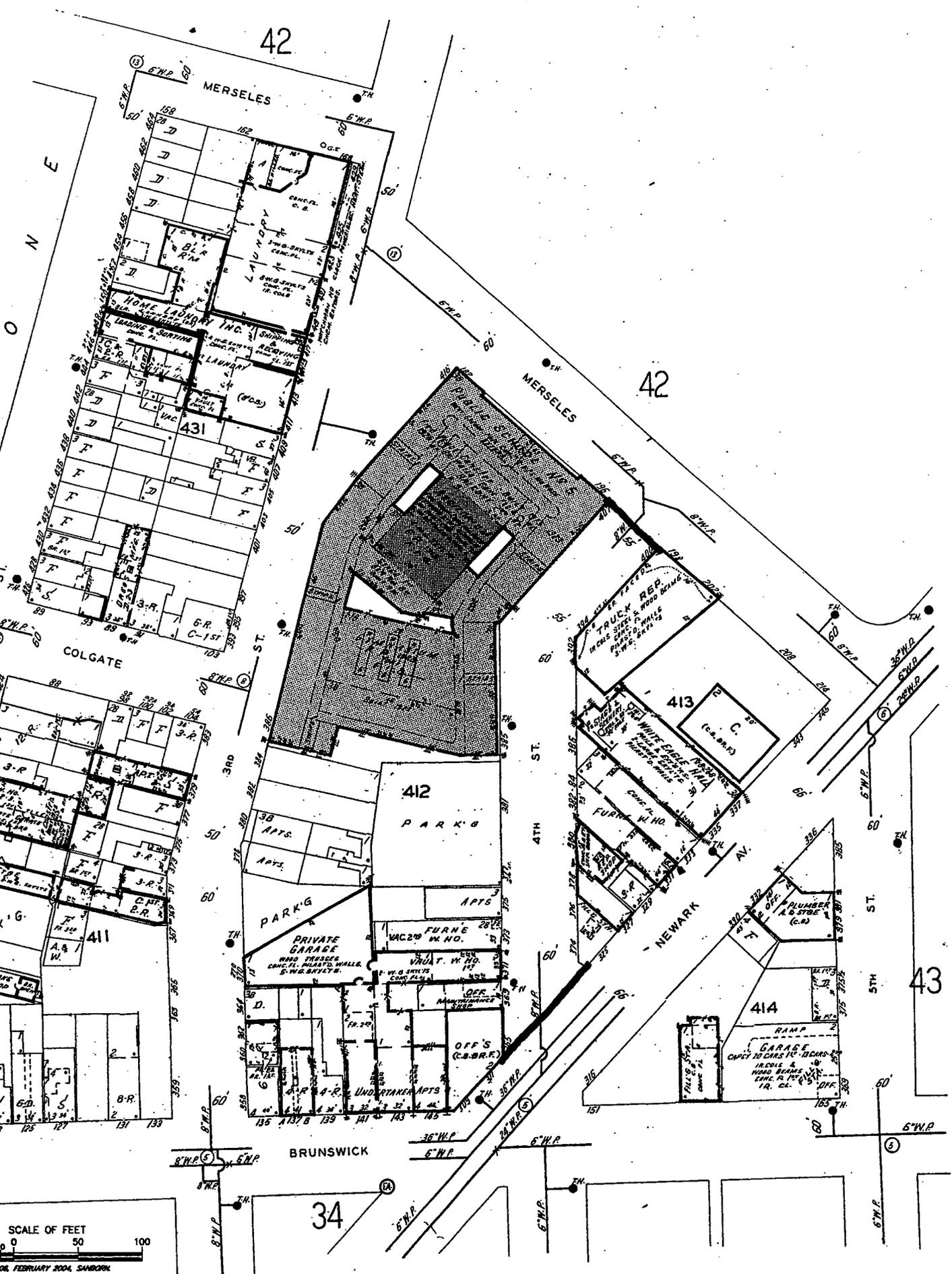
BEING WAIVED: end time

42

42

43

34



04 FEBRUARY 2004 SANBORN

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

City Clerk File No. RES. 10-580

Agenda No. 10.Y.

Approved: AUG 25 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
TOWN SQUARE PLACE FROM THE WEST END #100 GARAGE TO
WASHINGTON BOULEVARD BEGINNING 9:00 A.M. AND ENDING 9:00 P.M.,
SATURDAY, SEPTEMBER 25, 2010 (RAIN DATE: SATURDAY, OCTOBER 2,
2010) AT THE REQUEST OF THE NEWPORT NEIGHBORHOOD ASSN. INC.
OR THE PURPOSE OF PROMOTING CULTURAL ENRICHMENT**

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Newport Neighborhood Assn. Inc. to close Town Square Place from west end #100 garage to Washington Boulevard beginning 9:00 a.m. and ending 9:00 p.m. on Saturday, September 25, 2010 (rain date: Saturday, October 2, 2010) for the purpose of promoting cultural enrichment; and

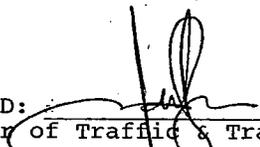
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

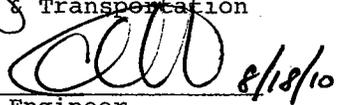
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Section 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

WHEREAS, the request to close Town Square Place does not meet one or more of the requirements set forth in Sections 296-71(A)(B)(C)(D), 296(B)(2)(8) and 296-73(D) as the application for the street closing has been filed by a nonresident and the start and end time is not within the limits 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) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

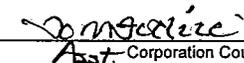
NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Town Square Place from west end #100 garage to Washington Boulevard beginning 9:00 a.m. and ending 9:00 p.m. on Saturday, September 25, 2010 (rain date: Saturday, October 2, 2010).

APPROVED: 
Director of Traffic & Transportation

APPROVED:  8/18/10
Municipal Engineer

APPROVED:  8/18/10
Director, Dept. of Public Works

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM

Asst. Corporation Counsel

JDS:pcl
(08.16.10)

Certification Required

Not Required

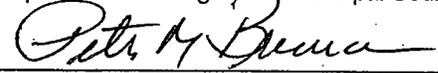
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Town Square Place from west end #100 garage to Washington Boulevard beginning 9:00 a.m. and ending 9:00 p.m. on Saturday, September 25, 2010 (rain date: Saturday, October 2, 2010) at the request of the Newport Neighborhood Assn. Inc. for the purpose of promoting cultural enrichment.

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Robert Vivien on behalf of the Newport Neighborhood Assn. Inc., 40-604 Newport Pkwy, JCNJ 201.736.8654

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

Authorize the closing of Town Square Place from the west end #100 garage to Washington Boulevard beginning 9:00 a.m. and ending 9:00 p.m. on Saturday, September 25, 2010 (Saturday, October 2, 2010)

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

Promote cultural enrichment

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

9:00 a.m., Saturday, September 25, 2010 (rain date: Saturday, October 2, 2010)

8. Anticipated completion date:

9:00 p.m., Saturday, September 25, 2010 (rain date: Saturday, October 2, 2010)

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

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

10. Additional comments:

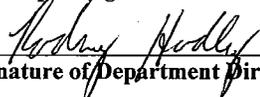
Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

8/18/10

Date



Signature of Department Director

9/18/10

Date

APPLICATION FOR RECREATIONAL EVENT ST CLOSURE

BLOCK: TOWN SQ PL from west end #100 garage to WASHINGTON BLVD

PURPOSE OF EVENT: to promote cultural enrichment

BEGINS: 9AM ENDS: 9PM Sat, Sept 25 (rain date Sat, Oct 2), 2010

APPLICANT: Robert Vivien

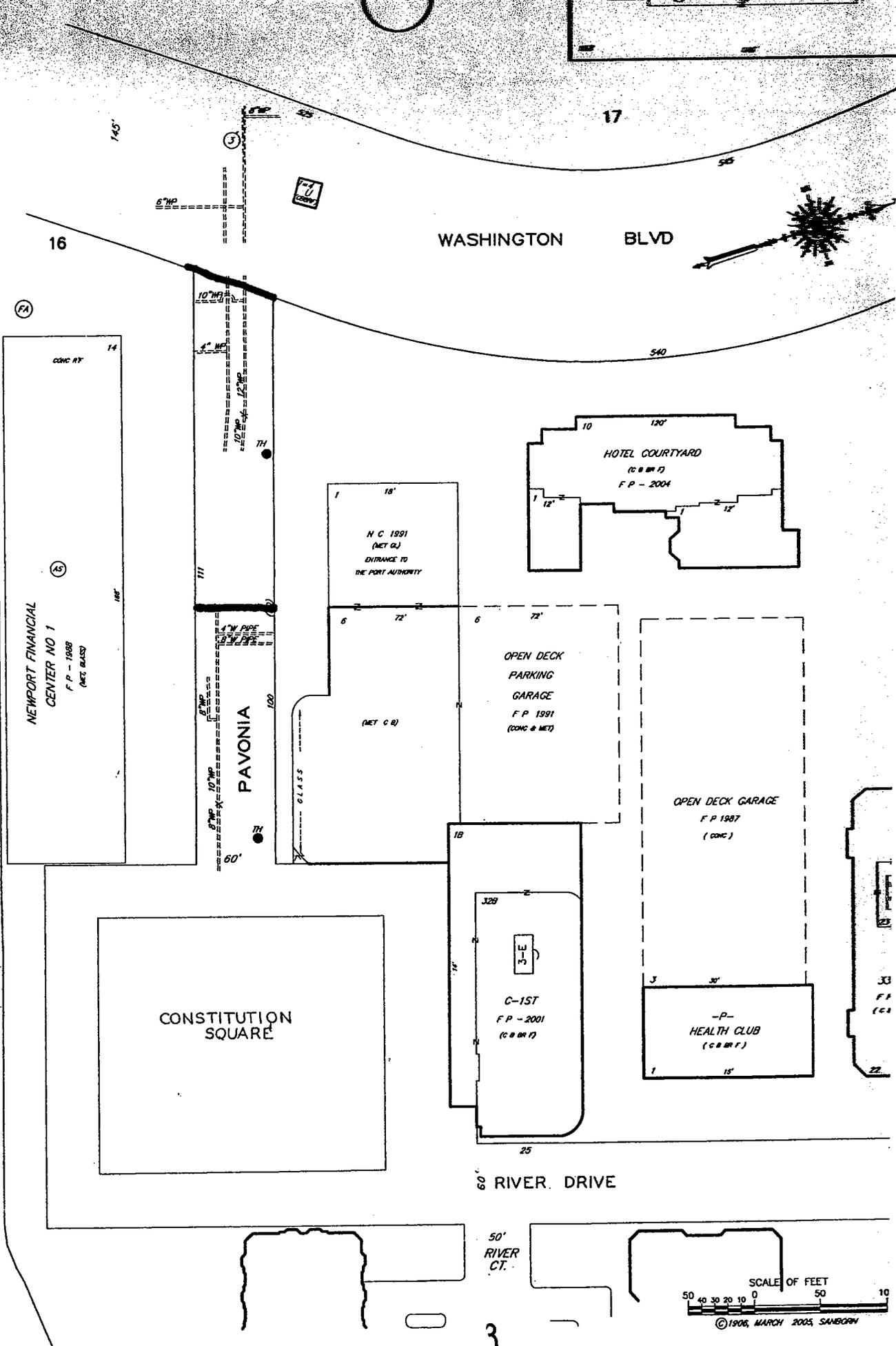
ORGANIZATION: Newport Neighborhood Assn Inc

STREET ADDRESS: 40-604 Newport Pkwy

CITY, STATE, ZIP: Jersey City NJ 07310

PHONE #: 201.736.8654

BEING WAIVED: end time, nonresident, start time



WASHINGTON BLVD

NEWPORT FINANCIAL
CENTER NO 1
F.P. - 1988
(CONC & GLASS)

PAVONIA

HOTEL COURTYARD
(C & BR F)
F.P. - 2004

OPEN DECK
PARKING
GARAGE
F.P. 1991
(CONC & MET)

OPEN DECK GARAGE
F.P. 1987
(CONC)

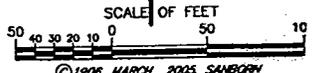
CONSTITUTION
SQUARE

C-1ST
F.P. - 2001
(C & BR F)

HEALTH CLUB
(C & BR F)

RIVER DRIVE

50'
RIVER
CT.



©1998, MARCH 2005, SANBORN

3

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

City Clerk File No. RES. 10-581

Agenda No. 10.Z.

Approved: AUG 25 2010

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), WEST SIDE AVENUE, NORTHBOUND FROM WILLIAMS AVENUE TO CLENDENNY AVENUE AND SOUTHBOUND FROM CLENDENNY AVENUE TO UNION STREET BEGINNING 9:00 A.M. AND ENDING 1:00 P.M., SATURDAY, SEPTEMBER 25, 2010 AT THE REQUEST OF THE WEST SIDE COMMUNITY ALLIANCE FOR THE PURPOSE OF A FLOWER & TREE PLANTING FESTIVAL

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the West Side Community Alliance to close West Side Avenue, northbound from Williams Avenue to Clendenny Avenue and southbound from Clendenny Avenue to Union Street beginning 9:00 a.m. and ending 1:00 p.m. on Saturday, September 25, 2010 for the purpose of a flower & tree planting festival ; and

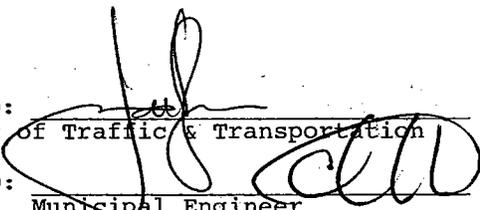
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

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

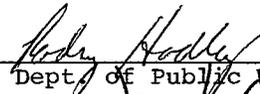
WHEREAS, the request to close West Side Avenue does not meet one or more of the requirements set forth in Sections 296-71(A)(B)(C)(D), 296(B)(2)(8) and 296-73(D) as the application for the street closing has been filed by a nonresident, the start and end time is not within the limits permitted, the closing exceeds one block, and the street is a bus route and a truck route; 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) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of West Side Avenue, northbound from Williams Avenue to Clendenny Avenue and southbound from Clendenny Avenue to Union Street beginning 9:00 a.m. and ending 1:00 p.m. on Saturday, September 25, 2010.

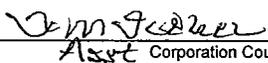
APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Director, Dept. of Public Works

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

JDS:pc1
(08.16.10)

Certification Required

Not Required

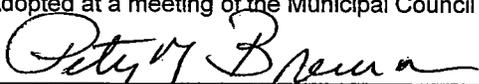
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), West Side Avenue, northbound from Williams Avenue to Clendenny Avenue and southbound from Clendenny Avenue to Union Street beginning 9:00 a.m. and ending 1:00 p.m. on Saturday, September 25, 2010 at the request of the West Side Community Alliance for the purpose of a flower & tree planting festival.

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Jean Burns on behalf of the West Side Community Alliance, 540 West Side Av, JCNJ 201.332.0576

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

Authorize the closing of West Side Avenue, northbound from Williams Avenue to Clendenny Avenue and southbound from Clendenny Avenue to Union Street beginning 9:00 a.m. and ending 1:00 p.m. on Saturday, September 25, 2010

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

Flower & tree planting festival

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

9:00 a.m., Saturday, September 25, 2010

8. Anticipated completion date:

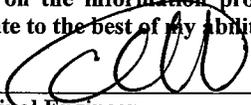
1:00 p.m., Saturday, 25, 2010

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

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

10. Additional comments:

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



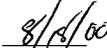
Municipal Engineer



Date



Signature of Department Director



Date

APPLICATION FOR RECREATIONAL EVENT ST CLOSURE

**BLOCKS: WEST SIDE AV - northbound from WILLIAMS AV to CLENDENNY AV
southbound from CLENDENNY AV to UNION ST**

PURPOSE OF EVENT: flower & tree planting fest

BEGINS: 9AM ENDS: 1PM Saturday, September 25, 2010

APPLICANT: Jean Burns

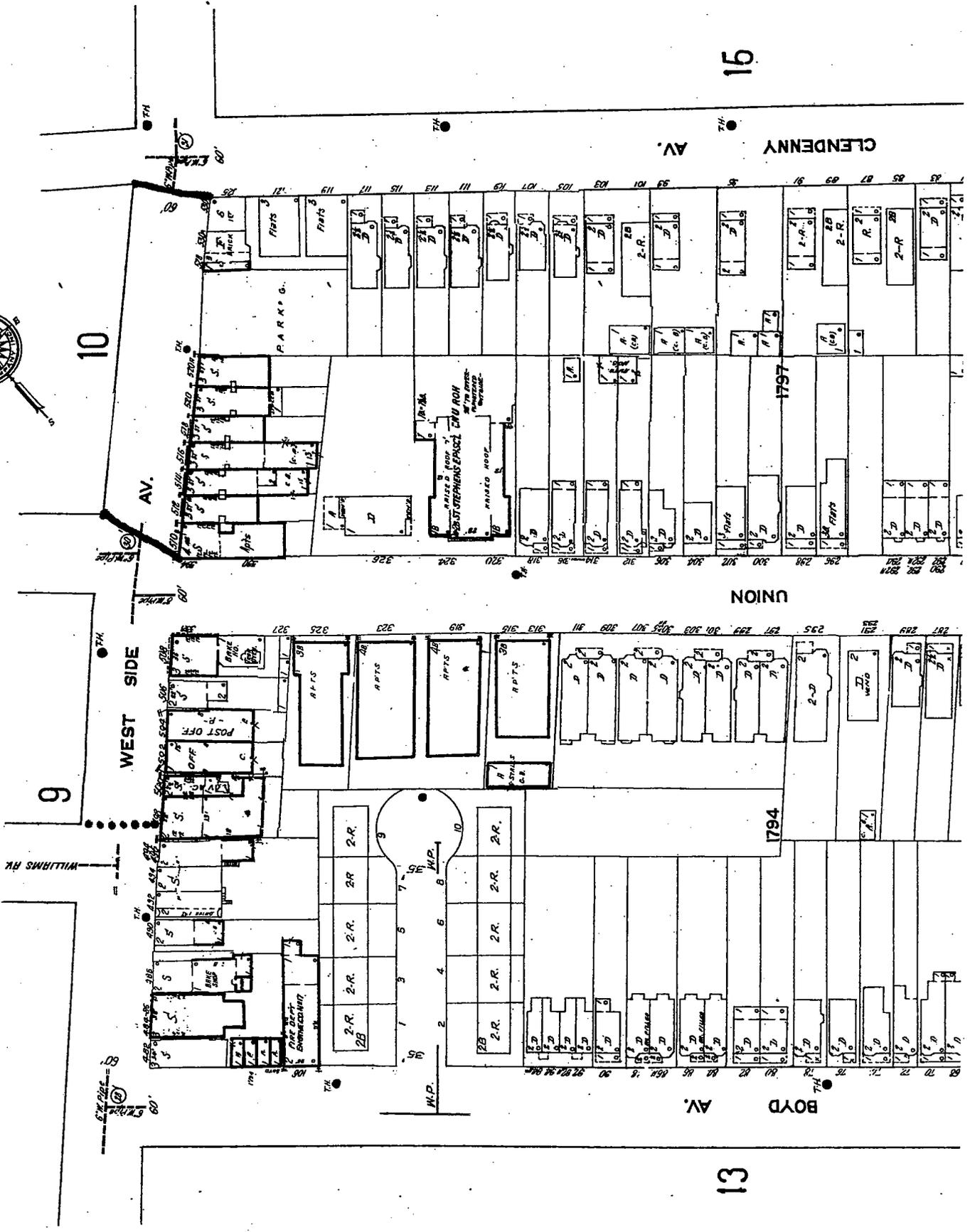
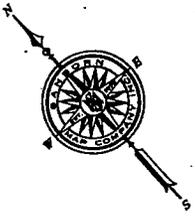
ORGANIZATION: West Side Community Alliance

STREET ADDRESS: 540 West Side Av

CITY, STATE, ZIP: Jersey City NJ 07304

PHONE #: 201.332.0576

BEING WAIVED: bus route, more than one block at a time closed, nonresident, start time,
truck route



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

City Clerk File No. RES. 10-582

Agenda No. 10.Z.1

Approved: AUG 25 2010



TITLE:

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 8:00 A.M. AND ENDING 6:00 P.M. SATURDAY, SEPTEMBER 11, 2010, RAIN DATE: SUNDAY, SEPTEMBER 12, 2010, AT THE REQUEST OF THE RIVERVIEW NEIGHBORHOOD ASSOCIATION, INC. FOR THE PURPOSE OF PARK FESTIVAL AND FLEA MARKET

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Riverview Neighborhood Association to close Ogden Avenue from Griffith Street to Bowers Street beginning 8:00 a.m. and ending 6:00 p.m. Saturday, September 11, 2010, rain date: Sunday, September 12, 2010 for the purpose of park festival and flea market; and

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

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

WHEREAS, the request to close Ogden Avenue does not meet one or more of the requirements set forth in Section 296-72(B)(2)(8) and 296-73(D) as the street closing 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 296-72 and 296-73 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Ogden Avenue from Griffith Street to Bowers Street beginning 8:00 a.m. and ending 6:00 p.m. Saturday, September 11, 2010 rain date: Sunday, September 12, 2010.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] 7/30/10
Municipal Engineer

APPROVED: [Signature]
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

JDS:pc1
(07.30.10)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/25/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Ogden Avenue from Griffith Street to Bowers Street beginning 8:00 a.m. and ending 6:00 p.m., Saturday, September 11, 2010 (rain date: Sunday, September 12, 2010) at the request of the Riverview Neighborhood Association for the purpose of park festival and flea market

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Rebecca Hoffman on behalf of the Riverview Neighborhood Association, 154 Ogden Av, JCNJ 201.876.1980

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

Authorize the closing of Ogden Avenue from Griffith Street to Bowers Street beginning 8:00 a.m. and ending 6:00 p.m. Saturday, September 11, 2010 (rain date: Sunday, September 12, 2010)

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

Park festival and flea market

5. Anticipated benefits to the community:

Community Affair

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

No Cost to the City

7. Date proposed program or project will commence:

8:00 a.m. Saturday, September 11, 2010

8. Anticipated completion date:

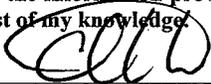
6:00 p.m., Saturday, September 11, 2010 (rain date: Sunday, September 12, 2010)

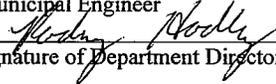
9. Person responsible for coordinating proposed program, project, etc.:

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

10. Additional comments:

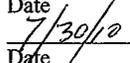
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.



Municipal Engineer


Signature of Department Director



Date


Date

APPLICATION FOR RECREATIONAL EVENT ST CLOSURE

BLOCK: OGDEN AV from GRIFFITH ST to BOWERS ST

PURPOSE OF EVENT: park fest & flea market

BEGINS: 8AM ENDS: 6PM Saturday, Sept 11 (rain date Sunday, Sept 12), 2010

APPLICANT: Rebecca Hoffman

ORGANIZATION: Riverview Neigh Assoc

STREET ADDRESS: 154 Ogden Av

CITY, STATE, ZIP: Jersey City NJ 07307

PHONE #: 201.876.1980

BEING WAIVED: start time

NEW YORK AV.

BOWERS

54

PALISADE AV.

GRIFFITH

OGDEN AV.

PATERSON PLANK ROAD

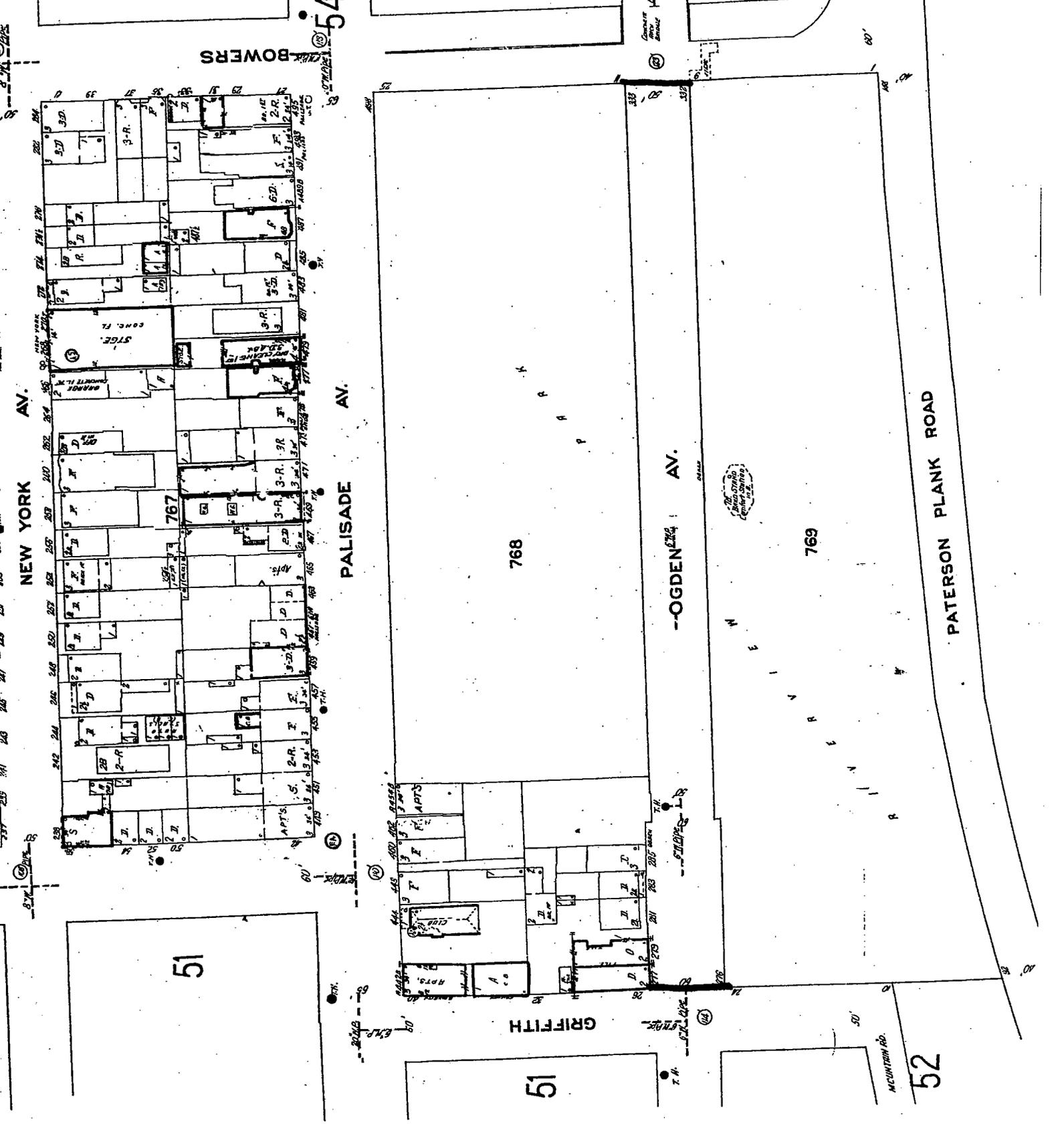
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768

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

City Clerk File No. RES. 10-583

Agenda No. 10.2.2.

Approved: AUG 25 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
EXCHANGE PLACE BEGINNING NOON AND ENDING 8:00 P.M.,
SATURDAY, OCTOBER 16, 2010 (RAIN DATE: SATURDAY, OCTOBER 23,
2010) AT THE REQUEST OF THE LOVE OF JESUS FAMILY CHURCH FOR A
FESTIVAL AND CONCERT**

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Love of Jesus Family Church to close Exchange Place beginning Noon and ending 8:00 p.m. on Saturday, October 16, 2010 (rain date: Saturday, October 23, 2010) for the purpose of a festival and concert; and

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

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

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

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 8:00 p.m. on Saturday, October 16, 2010 (rain date: Saturday, October 23, 2010).

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] 7/30/10
Municipal Engineer

APPROVED: [Signature]
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
EST Corporation Counsel

JDS:pcl
(7.30.10)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA			ABSENT
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Exchange Place beginning Noon and ending 8:00 p.m. on Saturday, October 16, 2010 (rain date: Saturday, October 23, 2010) at the request of Love of Jesus Family Church for a festival and concert.

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Viola Hemingway on behalf of Love of Jesus Family Church, 99 1/2 Orient Av., JCNJ 201.667.6903

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

Authorize the closing of Exchange Place beginning Noon and ending 8:00 p.m., Saturday, October 16, 2010 (rain date: Saturday, October 23, 2010)

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

Festival and concert

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

Noon, Saturday, October 16, 2010 (rain date: Saturday, October 23, 2010)

8. Anticipated completion date:

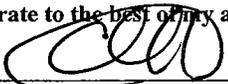
8:00 p.m., Saturday, October 16, 2010 (rain date: Saturday, October 23, 2010)

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

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

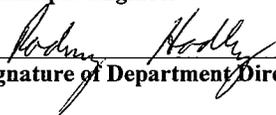
10. Additional comments:

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



Municipal Engineer

7/30/10
Date



Signature of Department Director

7/30/10
Date

APPLICATION FOR RECREATIONAL EVENT ST CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: festival & concert

BEGINS: Noon ENDS: 8PM Saturday, Oct 16 (rain date Saturday, Oct 23), 2010

APPLICANT: Viola Hemingway

ORGANIZATION: Love of Jesus Family Church

STREET ADDRESS: 99½ Orient Av

CITY, STATE, ZIP: Jersey City NJ 07305

PHONE #: 201.667.6903

BEING WAIVED: nonresident

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

City Clerk File No. RES. 10-584

Agenda No. 10.2.3.

Approved: AUG 25 2010

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), GRAND STREET, EAST OF HUDSON STREET, BEGINNING 8:00 A.M. AND ENDING 10:30 A.M., SATURDAY, SEPTEMBER 11, 2010 AT THE REQUEST OF THE 911 COMMITTEE FOR A SEPTEMBER 11TH SERVICE

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the 911 Committee to close Grand Street, east of Hudson Street, beginning 8:00 a.m. and ending 10:30 a.m. on Saturday, September 11, 2010 for the purpose of a September 11th service; and

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

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

WHEREAS, the request to close Grand Street does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8) and 296-73(D) as the application for the street closing has been filed by a nonresident and the start and end times are outside what 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) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Grand Street, east of Hudson Street beginning 8:00 a.m. and ending 10:30 a.m., Saturday, September 11, 2010.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] 7/30/10
Municipal Engineer

APPROVED: [Signature]
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Asst. Corporation Counsel

JDS:pcl
(07.30.10)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Grand Street, east of Hudson beginning 8:00 a.m. and ending 10:30 a.m. on Saturday, September 11, 2010 at the request of Gary L. Nye on behalf of the 911 Committee for the purpose of a September 11th Service

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Gary L. Nye on behalf of the 911 Committee, 130 Winfield Avenue, JCNJ 201.920.6867

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

Authorize the closing of Grand Street, east of Hudson Street beginning 8:00 a.m. and ending 10:30 a.m., Saturday, September 11, 2010

4. Reasons (need) for the proposed program, project, et
September 11th Service

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

8:00 a.m., Saturday, September 11, 2010

8. Anticipated completion date:

10:30 a.m., Saturday, September 11, 2010

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

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

10. Additional comments:

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



Municipal Engineer

7/30/10
Date



Signature of Department Director

7/30/10
Date

APPLICATION FOR RECREATIONAL EVENT ST CLOSURE

BLOCK: GRAND ST east of HUDSON ST

PURPOSE OF EVENT: Sept 11 service

BEGINS: 8AM ENDS: 10:30AM Saturday, Sept 11, 2010

APPLICANT: Gary L Nye

ORGANIZATION: 911 Cmte

STREET ADDRESS: 130 Winfield Av

CITY, STATE, ZIP: Jersey City NJ 07305

PHONE #: 201.920.6867

BEING WAIVED: nonresident, start & end times

5
HUDSON ST. 10' 1/2

MORRIS
60'



HUDSON

10

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R R TRACKS



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RENEWAL SITE.

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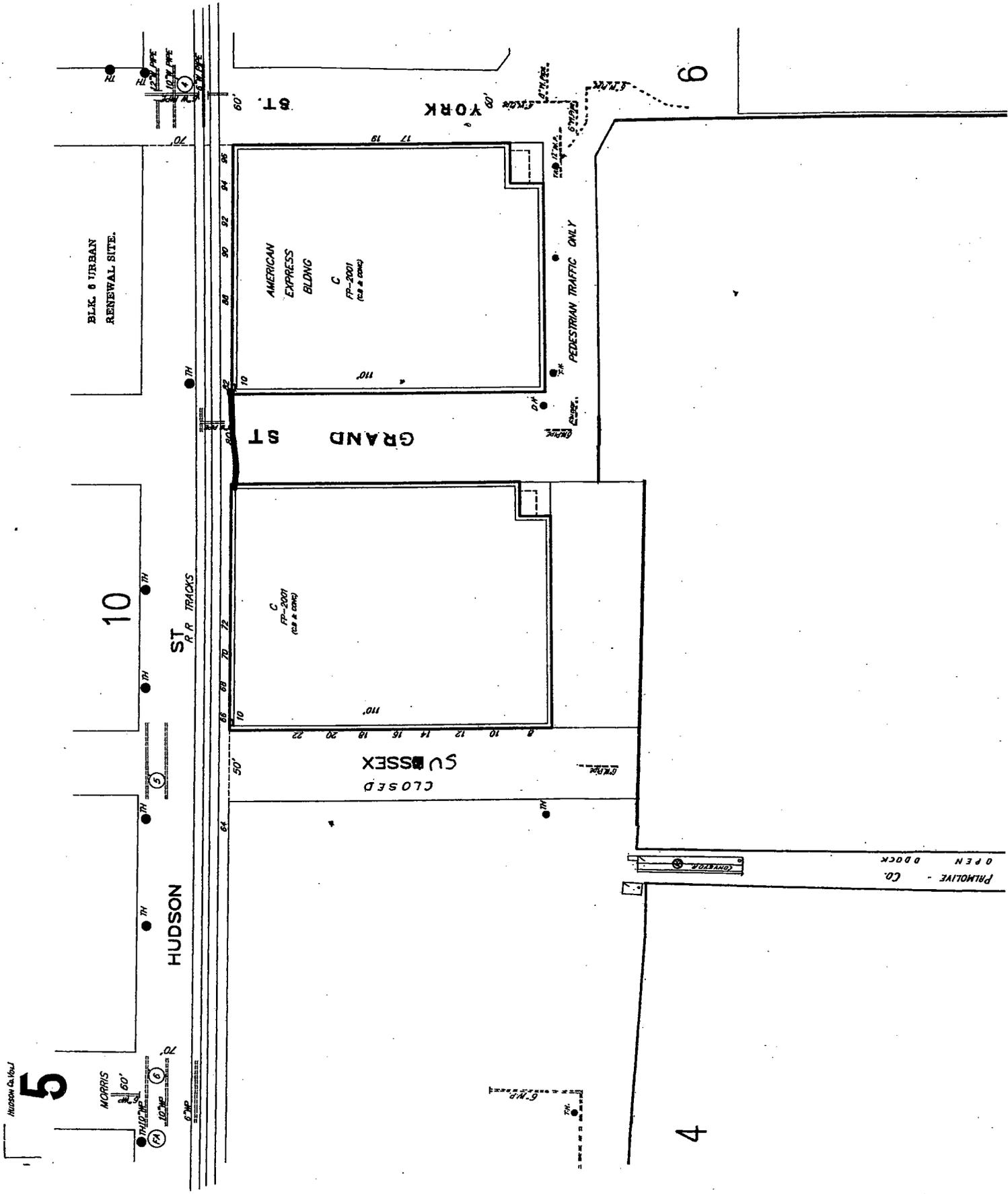
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PEDESTRIAN TRAFFIC ONLY

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PALMOLIVE - CO.
OPEN DOCK



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

City Clerk File No. RES. 10-585
 Agenda No. 10.2.4
 Approved: AUG 25 2010
 TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND CITY OF JERSEY CITY

WHEREAS, the State of New Jersey intends to construct Route 7 –Whittpenn Bridge Interim Priority Repair Project within the City of Jersey City, Hudson; and

WHEREAS, the project proposed by the State of New Jersey Department of Transportation may require the limited use of municipal police as Traffic Directors for work zone safety operations supplementing the traffic control plan established under the contract for construction of the project; and

WHEREAS, the State of New Jersey Department of Transportation has requested that the City of Jersey City enter into a Police Agreement for use of Municipal officers as Traffic Directors,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson County in the State of New Jersey, that the appropriate municipal official(s) **John Kelly, Business Administrator** are hereby authorized to execute an agreement between the State of New Jersey Department of Transportation and the City of Jersey City to provide Police Officers as Traffic Directors.

The costs incurred by the City of Jersey City for use of its officers in connection with the State construction project shall be paid directly to the City of Jersey City by the State of New Jersey Department of Transportation pursuant to the agreement attached hereto.

In addition, the City of Jersey City authorizes the following individuals to submit and execute State Payment Vouchers, PV-C, on behalf of agreement signatory.

Robert Kakoleski, Assistant Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/25/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

 Peter M. Brehnan, President of Council

 Robert Byrne, City Clerk

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

City/Clerk File No. _____ Res. 09-143

Agenda No. _____ 10.K

Approved: _____ MAR 11 2009

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE CITY OF JERSEY CITY FOR THE RT. 7 WITTPENN BRIDGE INTERIM PRIORITY REPAIR PROJECT

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

WHEREAS, the State of New Jersey intends to begin the Route 7 WittPenn Bridge Interim Priority Repair Project within the City of Jersey City, Hudson County; and

WHEREAS, the project proposed by the State of New Jersey Department of Transportation will require the use of city police for work zone safety operations; and

WHEREAS, these officers shall be made available to the New Jersey Department of Transportation on and if, where and as needed basis; and

WHEREAS, it is the intention of this agreement that the costs for the city's police expenses incurred in connection with the project shall be paid directly to the City of Jersey City by the State in accordance with the statement of costs, which is attached to the agreement; and

WHEREAS, the State and the city are desirous of entering into an agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City, Hudson County and the State of New Jersey, that said agreement be entered into; and

BE IT FURTHER RESOLVED, that Brian O'Reilly, Business Administrator, is hereby authorized to execute said agreement on behalf of the City of Jersey City, a copy of which is on file in the Municipal Clerk's office.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Corporation Counsel

Business Administrator

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				3/11/09							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk

AGREEMENT
(CONSTRUCTION)

Route: 7 Wittpenn Bridge
Interim Priority
Repairs

PA 7WITTPENNREPAIRS2

THIS AGREEMENT, entered into this 28th day of April, 2009, between the New Jersey Department of Transportation, acting by and through its COMMISSIONER OF TRANSPORTATION, hereinafter called the "State", the party of the first part, and the City of Jersey City hereinafter called the "Municipality", the party of the second part.

WHEREAS, the State intends to complete structural and mechanical repairs on the existing Route 7 Wittpenn Bridge over the Hackensack River hereinafter called the "Project"; and

WHEREAS, the Project may require the use of Municipal Police for work zone safety operations, supplementing the Traffic Control Plan (TCP) established under the Contract for construction of the Project.

WHEREAS, the State, at Project expense, has prepared detailed plans for its Contractor, and Special Provisions to its Standard Specifications for Road and Bridge Construction, all of which are available to the Municipality for review.

WHEREAS, it is the intention of this agreement that costs for the Municipal Police, incurred in connection with the Project shall be paid directly to the Municipality by the State,

Now therefore, in consideration of the above, the parties hereto, intending to be legally bound, agree as follows:

- (1) Police officers shall be made available to the NJDOT by the Municipality on an if, where and as needed basis. It is specifically understood that there is no guarantee of minimal usage of Municipal Police, and that usage is dependent upon the contract's Traffic Control Plan (TCP), and actual construction operations.
- (2) Police officers assigned to the Project shall be on-duty at all times.
- (3) Police officers assigned to the Project shall be covered by all Municipal insurances, including, but not limited to, liability, and Workers' Compensation.
- (4) No Police officer shall be provided to the project by the Municipality unless such officer is certified as having successfully completed a New Jersey State Police /NJDOT approved course in Work Zone Safety for Police.
- (5) Police officers assigned to the Project will be dedicated to that Project and will only be available for other police activities in cases of extreme emergencies.
- (6) Municipalities shall be paid for police officers, marked police vehicles, and equipment on an hourly basis, in accordance with the statement of costs, which is attached to and forms a part of this agreement.
- (7) Neither the State, nor the Contractor shall be responsible for any negligent or willful act of omission or commission of the Municipality, or of any police officer assigned to the Project, and the Municipality shall be responsible for the acts of its employees, subject to the terms and provisions of the New Jersey Tort Claims Act, NJSA 59:13-1, et seq.
- (8) Police officers provided by the Municipalities shall at all times be agents and employees of the Municipality.
- (9) For non-statutory, non-regulatory, TCP enforcement situations, police officers assigned to the Project shall be under the sole control of the NJDOT Resident Engineer. No actions shall be taken with respect to non-statutory, non-regulatory, TCP enforcement violations without the consent of the NJDOT Resident Engineer, or his designee, which may include the New Jersey State Police (NJSP).
- (10) The NJSP will act in coordination with the Resident Engineer in coordinating all police (Municipal and State) activities on the Project. These activities include, but are not limited to, enforcement of statutes and regulation as well as placement and use of police officers to enforce the TCP.
- (11) The determination as to the need for Municipal Police on the Project shall be made solely by the NJDOT Resident Engineer, who shall have the authority to direct if when, where, and how many Municipal Police are to be used.
- (12) Municipal Police shall at all times be in an approved and appropriate uniform, which clearly identifies them as police officers. Municipal Police Officers shall wear a traffic safety vest over their uniforms at all times of orange, yellow, yellow-green, or a fluorescent version of these colors. Vests shall have 360 degree, high-visibility retro-reflective striping that meets ANSI/ISEA standards for Class 3 garments.
- (13) Request for Municipal Police Officers shall be made at least seventy-two (72) hours in advance of the report date and time.
- (14) Municipalities shall be paid for a minimum of four (4) hours show up time for police reporting to a Project on any given day.
- (15) No payment will be made for cancellations made more than twelve (12) hours prior to the report date and time.

It is understood and agreed that the Municipality will not proceed to provide a police officer to the Project

unless so directed by the NJDOT Resident Engineer to do so. No allowable costs shall be incurred prior to this agreement being fully executed.

It is understood that the Municipality may bill the NJDOT monthly for any and all eligible costs of the Project. Itemized progress billings may be submitted for the equipment or work performed during the previous month, to coincide with established pay periods for labor. Upon receipt of such billings and after confirmation, NJDOT will pay the Municipality the amount of such progress billings.

Municipality will use a separate work order number for each NJDOT Project.

The NJDOT'S monetary obligation for the services rendered under this agreement are limited to that set forth within the statement of costs attached and made a part of this agreement; the number of hours of TCP enforcement to be provided, as set forth within the statement, is understood to be an estimate. The NJDOT reserves the right to increase or decrease the total number of hours during which police officer(s) and police car(s) are to be provided for TCP enforcement in the form of a written notice to be issued at the discretion of NJDOT. Total Payment will be based upon the actual NJDOT approved hours expended for TCP enforcement at the rates set forth within the attached statement of costs, subject to the terms of this agreement. It is understood and agreed that the municipality will not receive payment for traffic direction unless the State Resident Engineer first approved the time expended, number of officers supplied, the equipment provided and the location of traffic direction.

In the event the municipality claims to have incurred unanticipated costs, it must demonstrate and document to the State the extent and basis of such costs and that such costs were not the fault of the municipality or its employees and were solely the result of work previously directed or authorized by the State Resident Engineer.

This agreement shall be terminated at the latter of a) conclusion of the Project, or b) 30 days after receipt of written notice from one party to the other. All allowable costs incurred by the Municipality prior to the termination will be reimbursed by the State.

The provisions of the New Jersey Statutes with respect to equal opportunity for construction contracts, and for procurement and services contracts are part of this agreement, as if attached hereto. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first written above.

CITY OF JERSEY CITY

ATTEST/WITNESSED:

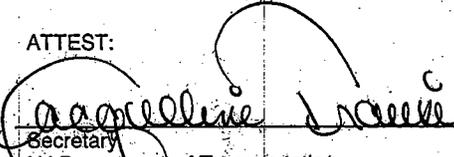

Clerk/Witness

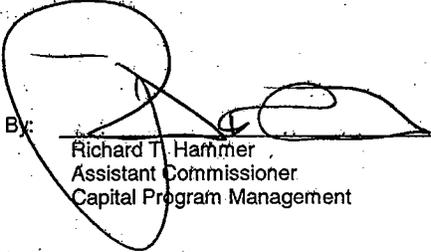
By: 
BUSINESS ADMINISTRATOR
City of Jersey City

Date: MAR 12 2009

**STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION**

ATTEST:


Secretary
NJ Department of Transportation

By: 
Richard T. Hammer
Assistant Commissioner
Capital Program Management

Date: April 28, 2009

Approved as to form:

By: 
NJ Deputy Attorney General

Date: 3/31/09

143

Rt. 7 Wittpenn Bridge
Interim Priority Repairs
PA 7WITTPENNREPAIRS2
January 28, 2009

Please Return this Statement of Costs To:

Brue Riegel, Project Manager
New Jersey Department of Transportation
Division of Project Management
P. O. Box 600
1035 Parkway Avenue
Trenton, New Jersey 08625

STATEMENT OF COST

The City of Jersey City can supply up to 2 police officers for a total of \$1500 work hours as traffic directors on the subject project, and 2 marked police vehicles for a total of work hours for the subject project.

or

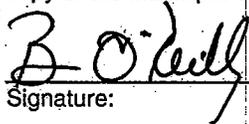
The City of Jersey City can supply no police officers for traffic directors or marked police vehicles for the subject project.

Note: If the City of Jersey City can supply no police officers or vehicles for traffic directors/marked police vehicles, there is no need to complete Items 1 through 5 below.

Items for the City of Jersey City Certification:

1. Hourly rate paid by the Municipality for Patrolman with a minimum of 3 years in title: _____ (Flat Rate) Or \$65.00 (Flat Rate including overhead rate)
2. Hourly rate paid by the Municipality for Sergeant with a minimum of 3 year in title: _____ (Flat Rate) Or \$81.00 (Flat Rate including overhead rate)
3. Overhead factor (%) applied to hourly rates by Municipality for its police staff: _____
4. Hourly usage rate for a marked police vehicle (normal rate applied when vehicles is used at private functions, etc.) Not to exceed five (\$5.00) dollars per hour: \$5.00
5. Police officers working as traffic directors are covered by the Municipalities' liability insurance, workers' compensation and all other applicable insurance. Yes No

I certify that I am the person authorized by law to act on behalf of the City of Jersey City. A copy of the Municipal Ordinance attesting to this fact is attached.


Signature:

BRIAN O'REILLY
Name: (Printed)

BUSINESS ADMINISTRATOR
Title:

Please attach copy of Municipal ordinance authorizing the above signatory to act on behalf of the City of Jersey City.

Definition of "Flat Rate": "Flat Rate" to mean the acceptable and negotiated hourly rate for any on duty Municipal Officer assigned to the project regardless of title or pay scale. The "Flat Rate" is not an overtime rate and will be applied to actual hours worked. The "Flat Rate" may be an average of highest Patrolman and Sergeant salaries with a minimum of 3 years in title and includes all additives. No separate or additional charges for hours worked beyond normal scheduled shift are allowed. All billings should not exceed the rate established in the executed Statement of Costs.

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

City Clerk File No. RES. 10-586
 Agenda No. 10.2.5.
 Approved: AUG 25 2010
 TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND CITY OF JERSEY CITY

WHEREAS, the State of New Jersey intends to construct Route 139 (1) Contract # 2 within the City of Jersey City, Hudson; and

WHEREAS, the project proposed by the State of New Jersey Department of Transportation may require the limited use of municipal police as Traffic Directors for work zone safety operations supplementing the traffic control plan established under the contract for construction of the project; and

WHEREAS, the State of New Jersey Department of Transportation has requested that the City of Jersey City enter into a Police Agreement for use of Municipal officers as Traffic Directors,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson County in the State of New Jersey, that the appropriate municipal official(s) **John Kelly, Business Administrator** are hereby authorized to execute an agreement between the State of New Jersey Department of Transportation and the City of Jersey City to provide Police Officers as Traffic Directors.

The costs incurred by the City of Jersey City for use of its officers in connection with the State construction project shall be paid directly to the City of Jersey City by the State of New Jersey Department of Transportation pursuant to the agreement attached hereto.

In addition, the City of Jersey City authorizes the following individuals to submit and execute State Payment Vouchers, PV-C, on behalf of agreement signatory.

Robert Kakoleski, Assistant Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *John Kelly*
 Business Administrator

Sam Scelice
 Asst. Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/25/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DEPARTMENT ACTION SLIP**

March 09, 2005

Page 1 of 1

Object: Use of Municipal Police as Traffic Directors
 Project: Route 139 (1) Contract No. 2
 Jersey City, Hudson County
 Federal Project No Construction BHF-0047(112)

Approval and Execution of the attached two (2) copies of **Police Officer Agreement** between the City Of Jersey City. and the State of New Jersey is hereby requested.

Agreement

This Extra work Addendum is to reimburse the City Of Jersey City for use of Municipal Police as Traffic Director for the Route 139 (1) Contract No. 2 at the Jersey City, Hudson County project as specified in the attached proposal from the City Of Jersey City dated November 15, 2004.

As of the date of signing this Agreement, only \$ 500,000.00 has been programmed to this addendum to fund the use of Municipal Police as Traffic Director to be provided by the City Of Jersey City. The City Of Jersey City shall not perform work or provide services, whether directly or through a sub consultant, which exceeds \$ 500,000.00 unless specifically authorized in writing by the STATE prior to performing the services.

Agreement to

Funding for this Addendum is funded as follows:
 FY 2005 \$ 500,000.00

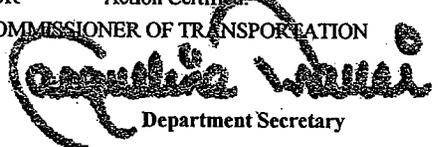
ROUTE(S)	SECTION(S)	DESCRIPTION
Route 139 Contract No.2	N/A	Route 139(1) Contract No.2 , Jersey City, Hudson County
Year & Item Construction Program/Prem. Engr. 2005, 028		Appropriation Account No. (s) <i>05.480.018.6300.CR1.7310</i>
Federal/State Project No. BHF-0047(112) Con <i>HA000047112</i>	Job Number 0904528	Federal Fund Sharing \$ <u>500,000.00</u> 100 % State Fund Sharing Cash \$ In-kind \$
Outside/Other Party Sharing Cash \$ _____ % In-kind \$ _____ %	Non-Participating - State Share \$ _____ %	Total Amount Cash \$ <u>500,000.00</u> _____ % In-kind _____ % Accounting Use-Req. No. <i>FAO 9554977</i>
EXECUTIVE APPROVALS and TITLES		Prog. Ref. No. <i>05-0084</i>
ORIGINAL SIGNED BY STEVEN H. HOCHMAN	<i>3/9/05</i> Date	Certification of Funds Date <i>3.14.05</i>
Lawrence Vogel, Project Manager, Division of Project Mgmt. ORIGINAL SIGNED BY ATUL SHAH	<i>3/9/05</i> Date	<i>Joseph L...</i> Acting Director, Division of Accounting Auditing
Atul Shah, Program Manager, Division of Project Mgmt. ORIGINAL SIGNED BY RICHARD T. HAMMER	<i>MAR 17 2005</i> Date	APPROVED SCHEDULE _____
Richard T. Hammer, Director, Division of Project Mgmt. Original Signed By F. Howard Zahn	<i>APR 01 2005</i> Date	FOR Action Certified COMMISSIONER OF TRANSPORTATION <i>F. Howard Zahn</i> Department Secretary
FINAL APPROVAL BY: F. Howard Zahn, Assistant Comm. Capital Program Management	Date	

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
DEPARTMENT ACTION SLIP**

Date:	October 11, 2005	Page 1 of 1
Subject:	Use of Municipal Police as Traffic Directors	
Project:	Route 139 (1) Contract No. 2 Jersey City, Hudson County Federal Project No Construction BHF-0047(112)	

Multi Year Funded (Use of Municipal Police as Traffic Directors)

Authority is requested to set up additional funds in the amount of \$ 2,120,000.00 for continued funding of **Police Officer Traffic Agreement** with the City Of Jersey City for use of Municipal Police as Traffic Director for the Route 139 (1) Contract No. 2 at the Jersey City, Hudson County project.

ROUTE(S)	SECTION(S)	DESCRIPTION			
Route 139 Contract No.2	N/A	Route 139(1) Contract No.2 , Jersey City, Hudson County			
Year & Item Construction Program/Prem. Engr. 2005, 028		Appropriation Account No. (s) <i>06-480-078-6300-DBH-7310</i>			
Federal/State Project No. BHF-0047(112) Con	Job Number 0904528	Federal Fund Sharing \$ <u>\$ 2,120,000.00</u> 100 %		State Fund Sharing Cash \$ _____ In-kind \$ _____	
Outside/Other Party Sharing Cash \$ _____ % In-kind \$ _____ %		Non-Participating - State Share \$ _____ %		Total Amount Cash \$ <u>\$ 2,120,000.00</u> % In-kind _____ %	
EXECUTIVE APPROVALS and TITLES				Accounting Use-Req. No. <i>FK09586431</i>	
				Prog. Ref. No. <i>05-216</i>	
 Lawrence Vogel, Project Manager, Division of Project Mgmt.		Date <i>10/12/05</i>		Certification of Funds Date ORIGINAL SIGNED BY ELLEN KOZAR <i>11-10-05</i>	
 Atul Shah, Program Manager, Division of Project Mgmt.		Date <i>10/12/05</i>		Joseph Kozar, Director, Division of Accounting Auditing Acting	
ORIGINAL SIGNED BY RICHARD T. HAMMER Richard T. Hammer, Director, Division of Project Mgmt. Original Signed By F. Howard Zahn		Date NOV 15 2005		APPROVED SCHEDULE _____ 44 2005 FOR Action Certified COMMISSIONER OF TRANSPORTATION  Department Secretary	
FINAL APPROVAL BY: F. Howard Zahn, Assistant Comm. Capital Program Management		Date NOV 16 2005			

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

City Clerk File No. RES. 10-587
 Agenda No. 10.2.6.
 Approved: AUG 25 2010
 TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND CITY OF JERSEY CITY

WHEREAS, the State of New Jersey intends to construct Route 1 & 9 Pulaski Skyway Contract # 4 Interim Drainage Repair Project within the City of Jersey City, Hudson; and

WHEREAS, the project proposed by the State of New Jersey Department of Transportation may require the limited use of municipal police as Traffic Directors for work zone safety operations supplementing the traffic control plan established under the contract for construction of the project; and

WHEREAS, the State of New Jersey Department of Transportation has requested that the City of Jersey City enter into a Police Agreement for use of Municipal officers as Traffic Directors,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson County in the State of New Jersey, that the appropriate municipal official(s) **John Kelly, Business Administrator** are hereby authorized to execute an agreement between the State of New Jersey Department of Transportation and the City of Jersey City to provide Police Officers as Traffic Directors.

The costs incurred by the City of Jersey City for use of its officers in connection with the State construction project shall be paid directly to the City of Jersey City by the State of New Jersey Department of Transportation pursuant to the agreement attached hereto.

In addition, the City of Jersey City authorizes the following individuals to submit and execute State Payment Vouchers, PV-C, on behalf of agreement signatory.

Robert Kakoleski, Assistant Business Administrator

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: John Kelly
 Business Administrator

Joseph Sciarra
 Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. _____
 Agenda No. _____
 Approved: _____
 TITLE: _____



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE CITY OF JERSEY CITY FOR THE RT. 1 & 9 PULASKI SKYWAY CONTRACT #4 INTERIM DRAINAGE REPAIR PROJECT

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

WHEREAS, the State of New Jersey intends to begin the RT. 1 & 9 Pulaski Skyway Contract #4 Interim Drainage Repair Project within the City of Jersey City, Hudson County; and

WHEREAS, the project proposed by the State of New Jersey Department of Transportation will require the use of city police for work zone safety operations; and

WHEREAS, these officers shall be made available to the New Jersey Department of Transportation on and if, where and as needed basis; and

WHEREAS, it is the intention of this agreement that the costs for the city's police expenses incurred in connection with the project shall be paid directly to the City of Jersey City by the State in accordance with the statement of costs, which is attached to the agreement; and

WHEREAS, the State and the city are desirous of entering into an agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City, Hudson County and the State of New Jersey, that said agreement be entered into; and

BE IT FURTHER RESOLVED, that Brian O'Reilly, Business Administrator, is hereby authorized to execute said agreement on behalf of the City of Jersey City, a copy of which is on file in the Municipal Clerk's office.

APPROVED: 4/0 [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: _____
 Business Administrator

 Corporation Counsel

Certification Required
 Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

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

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

 Mariano Vega, Jr., President of Council Robert Byrne, City Clerk

AGREEMENT

(CONSTRUCTION)

Route: Rt 1&9 Pulaski Skyway,
Contract #4
Interim Repairs Drainage
PA -02-1&9 Pulaski Skyway4-
093830

THIS AGREEMENT, entered into this _____ day of _____, 20____, between the New Jersey Department of Transportation (NJDOT), acting by and through its COMMISSIONER OF TRANSPORTATION, hereinafter called the "State", the party of the first part, and the Jersey City, hereinafter called the "Municipality", the party of the second part.

WHEREAS, the State intends to construct Route 1&9 Pulaski Skyway Interim Drainage Repairs Contract No.4 hereinafter called the "Project"; and

WHEREAS, the Project may require the use of Municipal Police as uniformed Traffic Directors for work zone safety operations, supplementing the Traffic Control Plan (TCP) established under the Contract for construction of the Project; and

WHEREAS, the State, at Project expense, has prepared detailed plans for its Contractor, and Special Provisions to its Standard Specifications for Road and Bridge Construction, all of which are available to the Municipality for review; and

WHEREAS, it is the intention of this agreement that costs for the use of Municipal Police, incurred in connection with the Project shall be paid directly to the Municipality by the State,

NOW THEREFORE, in consideration of the above, the parties hereto, intending to be legally bound, agree as follows:

- (1) Police officers shall be made available to the NJDOT by the Municipality on an if, where and as needed basis. It is specifically understood that there is no guarantee of minimal usage of Municipal Police, and that usage is dependent upon the contract's Traffic Control Plan (TCP), and actual construction operations.
- (2) Police officers assigned to the Project shall be regularly scheduled on-duty officers at all times and not an overtime detail.
- (3) Police officers assigned to the Project shall be covered by all Municipal insurances, including, but not limited to, liability, and Workers' Compensation.
- (4) No Police officer shall be provided to the project by the Municipality unless such officer is certified as having successfully completed either the Rutgers CAIT Police Work Zone Safety Training Program or the Rutgers CAIT Traffic Control Coordinator Program, training programs only offered by Rutgers.
- (5) Police officers assigned to the Project will be used as uniformed Traffic Directors dedicated to that Project and will only be available for other police activities in cases of extreme emergencies.
- (6) Municipalities shall be paid at the actual hourly rates paid by the Municipality to police officers used as uniformed Traffic Directors; their marked police vehicles; and their equipment on an hourly basis, in accordance with the Statement of Cost, which is attached to and forms a part of this agreement.
- (7) Neither the State, nor the Contractor shall be responsible for any negligent or willful act of omission or commission of the Municipality, or of any Police officer assigned to the Project, and the Municipality shall be responsible for the acts of its employees, subject to the terms and provisions of the New Jersey Tort Claims Act, NJSA 59:13-1, et seq.
- (8) Police officers provided by the Municipalities shall at all times be agents and employees of the Municipality.
- (9) For non-statutory, non-regulatory, TCP enforcement situations, Police officers assigned to the Project shall be under the sole control of the NJDOT Resident Engineer. No actions shall be taken with respect to non-statutory, non-regulatory, TCP enforcement violations without the consent of the NJDOT Resident Engineer, or his designee, which may include the New Jersey State Police (NJSP).
- (10) The NJSP will act in coordination with the Resident Engineer in coordinating all police (Municipal and State) activities on the Project. These activities include, but are not limited to, enforcement of statutes and regulations as well as placement and use of police officers to enforce the TCP.
- (11) The determination as to the need for Municipal Police on the Project, used as uniformed Traffic Directors, shall be made solely by the NJDOT Resident Engineer, who shall have the authority to direct if, when, where, and how many Municipal Police are to be used.
- (12) Municipal Police shall at all times be in an approved and appropriate uniform, which clearly identifies them as police officers. Municipal Police officers shall wear within the work zone a current approved high visibility retro-reflective safety garment over their uniforms at all times of orange, yellow, yellow-green, or a fluorescent version of these colors. Safety garment shall have 360 degree, high-visibility retro-reflective striping that meets ANSI/ISEA standards and current FHWA regulations.
- (13) Request for Municipal Police officers shall be made at least forty-eight (48) hours in advance of the report date and time.
- (14) Municipalities shall be paid a minimum of two (2) hours show up time when Police officers report to a Project on any given day and notice of cancellation was not twelve (12) hours prior to their report time.
- (15) No payment will be made for cancellations made more than twelve (12) hours prior to the report date and time.
- (16) No allowable costs shall be incurred prior to this agreement being fully executed and nor will the Municipality proceed to provide a Police officer to the project unless so directed by the NJDOT Resident Engineer.

It is understood that the Municipality may bill the NJDOT once monthly for any and all actual allowable costs incurred on the Project. Itemized progress billings may be submitted for the equipment or work performed during the previous month, to coincide with established pay periods for labor.

"Actual allowable costs" will be determined in accordance with the "Cost Principles for State & Local Governments" - OMB Circular 2 CFR 225.

The State, and the FHWA, or their agents, shall be entitled to perform an audit at the following times:

- (a) At any time during the performance of work set forth in this agreement.
- (b) During a period of up to three (3) years after either the date of payment of the applicable Final Invoice or a date mutually agreed to by the parties.

The Recipient acknowledges that changes in payment due the Recipient resulting from audits performed by the State shall be made as follows:

- In the event of overpayment by the State, the Recipient shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Recipient fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Recipient under the terms of this agreement or any other agreement between the State and the Recipient. Furthermore, the Recipient expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Recipient from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.
 - In the event of underpayment by the State, the State shall pay sufficient funds to the Recipient to correct the underpayment as soon as practicable.
- (a) The Recipient shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Recipient) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement"
 - (b) Payment to the Recipient for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Recipient to underpayments based upon adjustments disclosed by said audits.

The Municipality will use a separate work order number for each NJDOT Project within their jurisdiction.

The monetary obligation of NJDOT for the services rendered under this agreement is limited to that set forth within this Agreement and the Statement of Cost. It is understood the total number of hours in the TCP for use of uniformed Traffic Directors is an estimate. The NJDOT reserves the right to increase or decrease the total number of hours during which Police officer(s) and police car(s) are to be provided in the form of a written notice to be issued at the discretion of the NJDOT Resident Engineer. It is understood and agreed that the municipality will not receive payment for traffic direction unless the State Resident Engineer first approved the time expended, number of officers supplied, the equipment provided and the location of traffic direction.

In the event the municipality claims to have incurred unanticipated costs not covered by the Statement of Cost, it must demonstrate and document to the State the extent and basis of such costs and that such costs were not the fault of the municipality or its employees and were solely the result of work previously directed or authorized by the NJDOT Resident Engineer. Any requested change to this agreement or Statement of Cost must be submitted on official Municipal letterhead, signed by the authorized signatory and or successor, to the NJDOT Project Manager for approval and implementation by modification.

This agreement shall be terminated at the latter of a) conclusion of the Project, or b) 30 days after receipt of written notice from one party to the other. All allowable costs incurred by the Municipality prior to the termination of this agreement will be reimbursed by the State as set forth by Statement of Cost.

The provisions of the New Jersey Statutes with respect to equal opportunity for construction contracts and for procurement and services contracts are part of this agreement, as if attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first written above.

JERSEY CITY

ATTEST/WITNESSED:

[Signature]
Clerk/Witness

By: *[Signature]*
Title: BUSINESS ADMINISTRATOR
Jersey City

Date: MAR 12 2009

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ATTEST:

Secretary
NJ Department of Transportation

By: Richard T. Hammer
Assistant Commissioner
Capital Program Management

Date: _____

APPROVED AS TO FORM:

ANNE MILGRAM
ATTORNEY GENERAL

By: _____
Deputy Attorney General

Date: _____

Please Return this Statement of Costs To:

Date: January 20, 2009

Lynn Middleton, Project Manager
New Jersey Department of Transportation
Division of Project Management
P. O. Box 600
1035 Parkway Avenue
Trenton, New Jersey 08625

STATEMENT OF COST

Jersey City can supply up to 1 police officers for a total of 200 work hours as traffic directors on the subject project, and 1 marked police vehicles for a total of 200 work hours for the subject project.

or

Jersey City can supply no police officers for traffic directors or marked police vehicles for the subject project.

Note: If Jersey City can supply no police officers or vehicles for traffic directors/ marked police vehicles, there is no need to complete Items 1 through 5 below.

Items for Jersey City Certification:

1. Hourly rate paid by the Municipality for Patrolman with a minimum of 3 years in title: _____ (Flat rate) Or 05.00 (Flat rate including overhead rate)
2. Hourly rate paid by the Municipality for Sergeant with a minimum of 3 year in title: _____ (Flat rate) Or 11.00 (Flat rate including overhead rate)
3. Overhead factor (%) applied to hourly rates by Municipality for its police staff: _____
4. Hourly usage rate for a marked police vehicle (normal rate applied when vehicle is used at private functions, etc.) Not to exceed five (\$5.00) dollars per hour: 5.00
5. Police officers working as traffic directors are covered by the Municipalities' liability insurance, workers' compensation and all other applicable insurance. Yes No

I certify that I am the person authorized by law to act on behalf of Jersey City. A copy of the Municipal Ordinance attesting to this fact is attached.

B. O'Reilly 3-12-09
Signature: Date

Brian O'Reilly
Name: (Printed)

Business Administration
Title:

Please attach copy of Municipal ordinance authorizing the above signatory to act on behalf of the Jersey City.

Definition of 'Flat Rate': 'Flat Rate' to mean the acceptable and negotiated hourly rate for any on duty Municipal Officer assigned to the project regardless of title or pay scale. The 'Flat Rate' is not an overtime rate and will be applied to actual hours worked. The 'Flat Rate' may be an average of highest Patrolman and Sergeant salaries with a minimum of 3 years in title and includes all additives. No separate or additional charge for hours worked beyond normal scheduled shift, are allowed. All billings should not exceed the rate established in the executed statement of costs.

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

City Clerk File No. RES.10-588
 Agenda No. 10.2.7.
 Approved: AUG 25 2010
 TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND CITY OF JERSEY CITY

WHEREAS, the State of New Jersey intends to construct Route 1 & 9 Pulaski Skyway Contract # 1 Interim Repair Project within the City of Jersey City, Hudson; and

WHEREAS, the project proposed by the State of New Jersey Department of Transportation may require the limited use of municipal police as Traffic Directors for work zone safety operations supplementing the traffic control plan established under the contract for construction of the project; and

WHEREAS, the State of New Jersey Department of Transportation has requested that the City of Jersey City enter into a Police Agreement for use of Municipal officers as Traffic Directors,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson County in the State of New Jersey, that the appropriate municipal official(s) **John Kelly, Business Administrator** are hereby authorized to execute an agreement between the State of New Jersey Department of Transportation and the City of Jersey City to provide Police Officers as Traffic Directors.

The costs incurred by the City of Jersey City for use of its officers in connection with the State construction project shall be paid directly to the City of Jersey City by the State of New Jersey Department of Transportation pursuant to the agreement attached hereto.

In addition, the City of Jersey City authorizes the following individuals to submit and execute State Payment Vouchers, PV-C, on behalf of agreement signatory.

Robert Kakoleski, Assistant Business Administrator

APPROVED: _____
 APPROVED: *John Kelly*
 Business Administrator

APPROVED AS TO LEGAL FORM

_____ *Sam Scurello*
 Asst Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/25/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan

Robert Byrne

**JERSEY CITY POLICE DEPARTMENT
OFFICE OF OFF-DUTY EMPLOYMENT**



MEMORANDUM

To: John Kelly, Business Administrator
From: Mark Timmins, Off-Duty Employment Manager
Date: July 30, 2010
Subject: NJDOT Contracts - Authorizing Signatory Resolutions

Sir,

Enclosed please find corrected resolutions to update all current New Jersey Department of Transportation contracts identifying the municipal official authorized to execute agreements and State Payment Vouchers (PV-C) between the State of New Jersey and the City of Jersey City.

Upon completion please forward four certified copies of the resolution to the Office of Off-Duty Employment for distribution to the appropriate NJDOT project engineers and the NJDOT North Regional Office.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Timmins".

Mark Timmins, CPP
Manager
Jersey City Police Department
Office of Off-Duty Employment
8 Erie Street
Jersey City, NJ 07302

Phone: 201-547-5830
Fax: 201-547-5910

Email: mtimmins@jcnj.org

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

City Clerk File No. Res. 07-348

Agenda No. 10.7.2

Approved: MAY 09 2007

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE CITY OF JERSEY CITY

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

WHEREAS, the State of New Jersey intends to construct Route 1&9 Pulaski Skyway Interim Repair Contract 1 within the City of Jersey City, Hudson County; and

WHEREAS, the project proposed by the State of New Jersey Department of Transportation will require the use of city police for work zone safety operations; and

WHEREAS, these officers shall be made available to the New Jersey Department of Transportation on and if, where and as needed basis; and

WHEREAS, it is the intention of this agreement that the costs for the city's police expenses incurred in connection with the project shall be paid directly to the City of Jersey City by the State in accordance with the statement of costs, which is attached to the agreement; and

WHEREAS, the State and the city are desirous of entering into an agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City, Hudson County and the State of New Jersey, that said agreement be entered into; and

BE IT FURTHER RESOLVED, that Brian O'Reilly, Business Administrator, is hereby authorized to execute said agreement on behalf of the City of Jersey City, a copy of which is on file in the Municipal Clerk's office.

APPROVED: *Samuel Jefferson*
 APPROVED: *John P. Conrado*
 Business Administrator

APPROVED AS TO LEGAL FORM:
 Corporation Counsel

Certification Required
 Not Required APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON			COUNCILPERSON			COUNCILPERSON			COUNCILPERSON		
AYE	NAY	N.V.	AYE	NAY	N.V.	AYE	NAY	N.V.	AYE	NAY	N.V.
✓			GAUGHAN	✓			BRENNAN	✓			
✓			FULOP	✓			FLOOD	✓			
✓			RICHARDSON	ABSENT			VEGA, PRES.	✓			

✓ Indicates Vote
 Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.
Mariano Vega, Jr. Mariano Vega, Jr., President of Council
Robert Byrne Robert Byrne, City Clerk

AGREEMENT
(CONSTRUCTION)

Route: Rt. 1 & 9 Pulaski Skyway
Interim Repair Contract 1

PUA PUA-RT1&9Pulaski-
1-043220

THIS AGREEMENT, entered into this _____ day of _____, 200__, between the New Jersey Department of Transportation, acting by and through its COMMISSIONER OF TRANSPORTATION, hereinafter called the "State", the party of the first part, and Jersey City, hereinafter called the "Municipality", the party of the second part.

WHEREAS, the State intends to construct Rt. 1 & 9 Pulaski Skyway Interim Repair Contract 1 hereinafter called the "Project"; and

WHEREAS, the Project may require the use of Municipal Police for work zone safety operations, supplementing the Traffic Control Plan (TCP) established under the Contract for construction of the Project.

WHEREAS, the State, at Project expense, has prepared detailed plans for its Contractor, and Special Provisions to its Standard Specifications for Road and Bridge Construction, all of which are available to the Municipality for review.

WHEREAS, it is the intention of this agreement that costs for the Municipal Police, incurred in connection with the Project shall be paid directly to the Municipality by the State,

Now therefore, in consideration of the above, the parties hereto, intending to be legally bound, agree as follows:

- (1) Police officers shall be made available to the NJDOT by the Municipality on an if, where and as needed basis. It is specifically understood that there is no guarantee of minimal usage of Municipal Police, and that usage is dependent upon the contract's Traffic Control Plan (TCP), and actual construction operations.
- (2) Police officers assigned to the Project shall be on-duty at all times.
- (3) Police officers assigned to the Project shall be covered by all Municipal insurances, including, but not limited to, liability, and Workers' Compensation.
- (4) No Police officer shall be provided to the project by the Municipality unless such officer is certified as having successfully completed a New Jersey State Police /NJDOT approved course in Work Zone Safety for Police.
- (5) Police officers assigned to the Project will be dedicated to that Project and will only be available for other police activities in cases of extreme emergencies.
- (6) Municipalities shall be paid for police officers, marked police vehicles, and equipment on an hourly basis, in accordance with the statement of costs, which is attached to and forms a part of this agreement.
- (7) Neither the State, nor the Contractor shall be responsible for any negligent or willful act of omission or commission of the Municipality, or of any police officer assigned to the Project, and the Municipality shall be responsible for the acts of its employees, subject to the terms and provisions of the New Jersey Tort Claims Act, NJSA 59:13-1, et seq.
- (8) Police officers provided by the Municipalities shall at all times be agents and employees of the Municipality.
- (9) For non-statutory, non-regulatory, TCP enforcement situations, police officers assigned to the Project shall be under the sole control of the NJDOT Resident Engineer. No actions shall be taken with respect to non-statutory, non-regulatory, TCP enforcement violations without the consent of the NJDOT Resident Engineer, or his designee, which may include the New Jersey State Police (NJSP).
- (10) The NJSP will act in coordination with the Resident Engineer in coordinating all police (Municipal and State) activities on the Project. These activities include, but are not limited to, enforcement of statutes and regulation as well as placement and use of police officers to enforce the TCP.
- (11) The determination as to the need for Municipal Police on the Project shall be made solely by the NJDOT Resident Engineer, who shall have the authority to direct if when, where, and how many Municipal Police are to be used.
- (12) Municipal Police shall at all times be in an approved and appropriate uniform, which clearly identifies them as police officers. Municipal Police Officers shall wear a traffic safety vest over their uniforms at all times of orange, yellow, yellow-green, or a fluorescent version of these colors. Vests shall have 360 degree, high-visibility retro-reflective striping that meets ANSI/ISEA standards for Class 3 garments.
- (13) Request for Municipal Police Officers shall be made at least seventy-two (72) hours in advance of the report date and time.
- (14) Municipalities shall be paid for a minimum of four (4) hours show up time for police reporting to a Project on any given day.
- (15) No payment will be made for cancellations made more than twelve (12) hours prior to the report

348

Rt. 1 & 9 Pulaski Skyway Interim Repair Contract 1

Please Return this Statement of Costs To:

Melvin Hebert, Project Engineer
New Jersey Department of Transportation
Division of Project Management
P. O. Box 600
1035 Parkway Avenue
Trenton, New Jersey 08625

STATEMENT OF COST

Jersey City can supply up to 4 police officers for a total of 80 work hours as traffic directors or the subject project, and 2 marked police vehicles for a total of 80 work hours for the subject project.

or

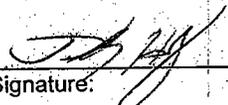
Jersey City can supply no police officers for traffic directors or marked police vehicles for the subject project.

Note: If Jersey City can supply no police officers or vehicles for traffic directors/ marked police vehicles, there is no need to complete Items 1 through 5 below.

Items for Jersey City Certification:

1. Hourly rate paid by the Municipality for Patrolman with a minimum of 3 years in title: \$56.00 (Straight-time)
2. Hourly rate paid by the Municipality for Sergeant with a minimum of 1 year in title: \$72.00 (Straight-time)
3. Overhead factor applied to hourly rates by Municipality for its police staff: \$9.00
4. Hourly usage rate for a marked police vehicle (normal rate applied when vehicles is used at private functions, etc.) Not to exceed five (\$5.00) dollars per hour: \$5.00
5. Police officers working as traffic directors are covered by the Municipalities' liability insurance, workers' compensation and all other applicable insurance. Yes No

I certify that I am the person authorized by law to act on behalf of Jersey City. A copy of the Municipal Ordinance attesting to this fact is attached.


Signature:

Jeremiah T. Healy
Name: (Printed)

Mayor
Title:

Please attach copy of Municipal ordinance authorizing the above signatory to act on behalf of Jersey City.

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

City Clerk File No. RES. 10-589
 Agenda No. 10.Z.8.
 Approved: AUG 25 2010
 TITLE:



**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
 BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF
 TRANSPORTATION AND CITY OF JERSEY CITY**

WHEREAS, the State of New Jersey intends to construct Route 1&9T (25)-St. Paul's Ave Project within the City of Jersey City, Hudson; and

WHEREAS, the project proposed by the State of New Jersey Department of Transportation may require the limited use of municipal police as Traffic Directors for work zone safety operations supplementing the traffic control plan established under the contract for construction of the project; and

WHEREAS, the State of New Jersey Department of Transportation has requested that the City of Jersey City enter into a Police Agreement for use of Municipal officers as Traffic Directors,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, in the County of Hudson County in the State of New Jersey, that the appropriate municipal official(s) **John Kelly, Business Administrator** are hereby authorized to execute an agreement between the State of New Jersey Department of Transportation and the City of Jersey City to provide Police Officers as Traffic Directors.

The costs incurred by the City of Jersey City for use of its officers in connection with the State construction project shall be paid directly to the City of Jersey City by the State of New Jersey Department of Transportation pursuant to the agreement attached hereto.

In addition, the City of Jersey City authorizes the following individuals to submit and execute State Payment Vouchers, PV-C, on behalf of agreement signatory.

Robert Kakoleski, Assistant Business Administrator

APPROVED: _____
 APPROVED: *John Kelly*
 Business Administrator

APPROVED AS TO LEGAL FORM

 Asst Corporation Counsel

Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 07-129

Agenda No. 10.Z.18

Approved: FEB 14 2007

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE STATE OF NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE CITY OF JERSEY CITY

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

WHEREAS, the State of New Jersey intends to construct Route 1&9T (25) over St. Paul's Avenue within the City of Jersey City, Hudson County; and

WHEREAS, the project proposed by the State of New Jersey Department of Transportation will require the use of city police for work zone safety operations; and

WHEREAS, these officers shall be made available to the New Jersey Department of Transportation on and if, where and as needed basis; and

WHEREAS, it is the intention of this agreement that the costs for the city's police expenses incurred in connection with the project shall be paid directly to the City of Jersey City by the State in accordance with the statement of costs, which is attached to the agreement; and

WHEREAS, the State and the city are desirous of entering into an agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City, Hudson County and the State of New Jersey, that said agreement be entered into; and

BE IT FURTHER RESOLVED, that Brian O'Reilly, Business Administrator, is hereby authorized to execute said agreement on behalf of the City of Jersey City, a copy of which is on file in the Municipal Clerk's office.

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: B. O'Reilly

Corporation Counsel

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 7-0
2/14/07

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Mariano Vega, Jr.
Mariano Vega, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

**Route 1&9T (25) St. Paul
City of Jersey City
Hudson County**

THIS AGREEMENT, entered into this 23rd day of June, 2008, between the New Jersey Department of Transportation, acting by and through its COMMISSIONER OF TRANSPORTATION, hereinafter called the "State", the party of the first part, and the CITY OF JERSEY CITY hereinafter called the "Municipality", the party of the second part.

WHEREAS, the State intends to construct ROUTE 1&9T (25) ST. PAUL'S AVENUE, hereinafter called the "Project"; and

WHEREAS, the Project may require the use of Municipal Police for work zone safety operations, supplementing the Traffic Control Plan (TCP) established under the Contract for construction of the Project.

WHEREAS, the State, at Project expense, has prepared detailed plans for its Contractor, and Special Provisions to its Standard Specifications for Road and Bridge Construction, all of which are available to the Municipality for review.

WHEREAS, it is the intention of this agreement that costs for the Municipal Police, incurred in connection with the Project shall be paid directly to the Municipality by the State,

Now therefore, in consideration of the above, the parties hereto, intending to be legally bound, agree as follows:

- (1) Police officers shall be made available to the NJDOT by the Municipality on an if, where and as needed basis. It is specifically understood that there is no guarantee of minimal usage of Municipal Police, and that usage is dependent upon the contract's Traffic Control Plan (TCP), and actual construction operations.
- (2) Police officers assigned to the Project shall be on-duty at all times.
- (3) Police officers assigned to the Project shall be covered by all Municipal insurances, including, but not limited to, liability, and Workers' Compensation.
- (4) No Police officer shall be provided to the project by the Municipality unless such officer is certified as having successfully completed a New Jersey State Police /NJDOT approved course in Work Zone Safety for Police.
- (5) Police officers assigned to the Project will be dedicated to that Project and will only be available for other police activities in cases of extreme emergencies.
- (6) Municipalities shall be paid for police officers, marked police vehicles, and equipment on an hourly basis, in accordance with the statement of costs, which is attached to and forms a part of this agreement.
- (7) Neither the State, nor the Contractor shall be responsible for any negligent or willful act of omission or commission of the Municipality, or of any police officer assigned to the Project, and the Municipality shall be responsible for the acts of its employees, subject to the terms and provisions of the New Jersey Tort Claims Act, NJSA 59:13-1, et seq.
- (8) Police officers provided by the Municipalities shall at all times be agents and employees of the Municipality.
- (9) For non-statutory, non-regulatory, TCP enforcement situations, police officers assigned to the Project shall be under the sole control of the NJDOT Resident Engineer. No actions shall be taken with respect to non-statutory, non-regulatory, TCP enforcement violations without the consent of the NJDOT Resident Engineer, or his designee, which may include the New Jersey State Police (NJSP).
- (10) The NJSP will act in coordination with the Resident Engineer in coordinating all police (Municipal and State) activities on the Project. These activities include, but are not limited to, enforcement of statutes and regulation as well as placement and use of police officers to enforce the TCP.
- (11) The determination as to the need for Municipal Police on the Project shall be made solely by the NJDOT Resident Engineer, who shall have the authority to direct if when, where, and how many Municipal Police are to be used.
- (12) Municipal Police shall at all times be in an approved and appropriate uniform, which clearly identifies them as police officers. Municipal Police Officers shall wear a traffic safety vest over their uniforms at all times of orange, yellow, yellow-green, or a fluorescent version of these colors. Vests shall have 360 degree, high-visibility retro-reflective striping that meets ANSI/ISEA standards for Class 3 garments.
- (13) Request for Municipal Police Officers shall be made at least seventy-two (72) hours in advance of the report date and time.
- (14) Municipalities shall be paid for a minimum of four (4) hours show up time for police reporting to a Project on any given day.
- (15) No payment will be made for cancellations made more than twelve (12) hours prior to the report date and time.

It is understood and agreed that the Municipality will not proceed to provide a police officer to the Project unless so directed by the NJDOT Resident Engineer to do so.

Route 1&9T (25) St. Paul
City of Jersey City
Hudson County

It is understood that the Municipality may bill the NJDOT monthly for any and all eligible costs of the Project. Itemized progress billings may be submitted for the equipment or work performed during the previous month, to coincide with established pay periods for labor. Upon receipt of such billings and after confirmation, NJDOT will pay the Municipality the amount of such progress billings.

Municipality will use a separate work order number for each NJDOT Project.

The NJDOT'S monetary obligation for the services rendered under this agreement are limited to that set forth within the statement of costs attached and made a part of this agreement; the number of hours of TCP enforcement to be provided, as set forth within the statement, is understood to be an estimate. The NJDOT reserves the right to increase or decrease the total number of hours during which police officer(s) and police car(s) are to be provided for TCP enforcement in the form of a written notice to be issued at the discretion of NJDOT. Total Payment will be based upon the actual NJDOT approved hours expended for TCP enforcement at the rates set forth within the attached statement of costs, subject to the terms of this agreement. It is understood and agreed that the municipality will not receive payment for traffic direction unless the State Resident Engineer first approved the time expended, number of officers supplied, the equipment provided and the location of traffic direction.

In the event the municipality claims to have incurred unanticipated costs, it must demonstrate and document to the State the extent and basis of such costs and that such costs were not the fault of the municipality or its employees and were solely the result of work previously directed or authorized by the State Resident Engineer.

This agreement shall be terminated at the latter of a) conclusion of the Project, or b) 30 days after receipt of written notice from one party to the other. All allowable costs incurred by the Municipality prior to the termination will be reimbursed by the State.

The provisions of the New Jersey Statutes with respect to equal opportunity for construction contracts, and for procurement and services contracts are part of this agreement, as if attached hereto. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first written above.

CITY OF JERSEY CITY

ATTEST/WITNESSED:

Pat Byrne
Clerk/Witness CITY CLERK

By: B O Kull
CITY OF JERSEY CITY Business Administration

Date: 3/2/07

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

ATTEST:

Regina Davis
Secretary
NJ Department of Transportation

By: Richard T. Hammer
Assistant Commissioner
Capital Program Management

Date: June 23, 2008

Approved as to form:

By: Nonee Fred Wagner
NJ Deputy Attorney General

Date: March 9, 2007

Route 1&9T (25) St. Paul Avenue
City of Jersey City
Hudson County

Please Return this Statement of Costs To:

Steven Hochman
New Jersey Department of Transportation
Division of Project Management
P. O. Box 600
1035 Parkway Avenue
Trenton, New Jersey 08625

STATEMENT OF COST

City of Jersey City can supply up to 2 police officers for a total of 800 work hours as traffic directors or the subject project, and 2 marked police vehicles for a total of 800 work hours for the subject project.

or

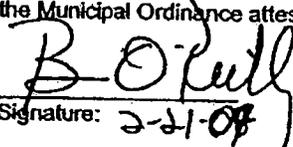
City of Jersey City can supply no police officers for traffic directors or marked police vehicles for the subject project.

Note: If City of Jersey City can supply no police officers or vehicles for traffic directors/ marked police vehicles, there is no need to complete items 1 through 5 below.

Items for City of Jersey City Certification:

1. Hourly rate paid by the Municipality for Patrolman with a minimum of 3 years in title: \$56.00 (Straight-time)
2. Hourly rate paid by the Municipality for Sergeant with a minimum of 1 year in title: \$72.00 (Straight-time)
3. Overhead factor applied to hourly rates by Municipality for its police staff \$9.00
4. Hourly usage rate for a marked police vehicle (normal rate applied when vehicles is used at private functions, etc.) Not to exceed five (\$5.00) dollars per hour: \$5.00
5. Police officers working as traffic directors are covered by the Municipalities' liability insurance, workers' compensation and all other applicable insurance. XYes No

I certify that I am the person authorized by law to act on behalf of City of Jersey City. A copy of the Municipal Ordinance attesting to this fact is attached.


Signature: 2-21-08

BRIAN O'REILLY
Name: (Printed)

BUSINESS ADMINISTRATOR
Title:

(Important) Please attach copy of Municipal ordinance authorizing the above signatory to act on behalf of the City of Jersey City.

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

City Clerk File No. RES. 10-590

Agenda No. 10.Z.9.

Approved: AUG 25 2010

TITLE: **AMENDING RESOLUTION TO 09-665;
AN AGREEMENT WITH VERIZON**



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, additional funding is necessary to fund the monthly charges for digital data circuits provided by **VERIZON**; and

WHEREAS, **VERIZON**, the original contractor, has agreed to deliver the required services in accordance with its original contract and according to the specifications of the Jersey City Police Department and IT Division; and

WHEREAS, the additional amount necessary to complete payment for the 2010 Fiscal Year is \$213,360.55, bringing the total contract amount to \$633,360.55.

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 amend the contract with **VERIZON** increasing the dollar amount by \$213,360.55 bringing the contract total to \$633,360.55
2. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City, within ten (10) days of passage of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-203-31-435-621** for payment of the above Resolution.

Administration Department
Account No. : **01-203-31-435-621** P.O. # **97389** Amt. **\$633,360.55**

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

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

Certification Required Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA		ABSENT	
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk



CITY OF JERSEY CITY

DIVISION OF PURCHASING

1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306
TEL. NO. (201) 547-5155 FAX. NO. (201) 547-6586

REQUEST FOR CHANGE ORDER OR CANCELLATION

C.O.
NO. 34421

FROM: M.Peselli	PURCHASE ORDER NO. 97389
APPROVED:	REQUISITION NO. R
DEPT./DIV. ADM/IT	ORIGINAL AMOUNT \$ 420,000.00
DATE: 08/09/10	BUD.YR: FUND: 01 G/L NO: 203
VENDOR NAME: Verizon	CAFR: 31 SUB LDGR: 435 OBJ: 621
	VENDOR NO: VE570301

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

AMOUNT IS WRONG \$ 420,000.00 INCREASE BY \$ 213,360.55
 IT SHOULD BE \$ 633,360.55 DECREASE BY \$ _____

BUD.YR. _____ FUND: _____ G/L NO. _____ IS WRONG
 IT SHOULD BE BUD.YR. _____ FUND: _____ G/L NO. _____

CAFR: _____ SUB LDGR: _____ OBJ: _____ IS WRONG
 IT SHOULD BE CAFR: _____ SUB LDGR: _____ OBJ: _____

VENDOR NUMBER IS WRONG: _____ IT SHOULD BE _____

VENDOR NAME IS WRONG: _____
 IT SHOULD BE _____

VENDOR ADDRESS IS WRONG: _____
 IT SHOULD BE _____

SHIPPING CHARGE IS WRONG: \$ _____ IT SHOULD BE: \$ _____

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

Last payment for Budget Year 2010.

BUYER'S
REMARKS:

PETER FOLGADO
ACTING PURCHASING DIRECTOR

COPY	A - FOR 6TH COPY OF P.O.	B - FOR ACCTS.&CONTROL	C - BATCH COPY
	D - FOR PURCHASING FILE	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY



CITY OF JERSEY CITY
1 JOURNAL SQUARE PLAZA
JERSEY CITY NJ 07306

8/12/09
8/14/09

PURCHASE ORDER NUMBER
97389

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

PURCHASE ORDER & VOUCHER

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

REQUISITION # 0146711
BUYER RESOLUTION

DATE: 07/31/2009 VENDOR NO: VE570301

VENDOR INFORMATION

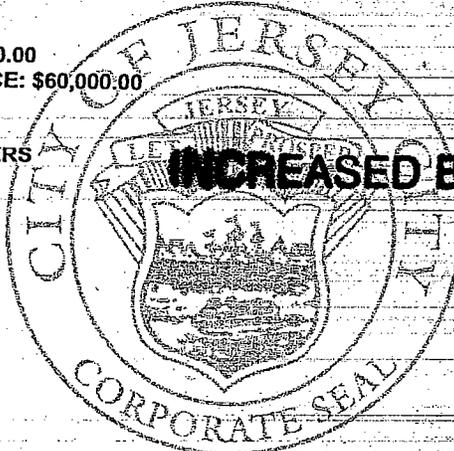
VERIZON
PO BOX 4833

TRENTON NJ 08650

DELIVER TO

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

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	ENCUMBRANCE FOR: LAST FOUR MONTHS OF THREE-YEAR WITH VERIZON FOR DATA CIRCUITS FOR DATA CIRCUITS FY 2010 CONTRACT TOTAL: \$200,000.00 TEMPORARY ENCUMBRANCE: \$60,000.00 PARTIAL PAYMENT VOUCHERS	01-201-31-435-621	60,000.0000	60,000.00 \$145,000.00 \$175,000.00 \$350,000.00 \$420,000.00 \$85,000.00 \$30,000.00 \$175,000.00 \$70,000.00 \$213,360.55
34421		34012 34031	33290	33234	



INCREASED BY

TAX EXEMPTION NO. 22-6002013

PO Total 60,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

VENDOR SIGN HERE _____
OFFICIAL POSITION _____ DATE _____

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION _____ DATE _____
APPROVED BY THE PURCHASING AGENT _____ DATE 8/13/09
APPROVED BY ACCOUNTS & CONTROL _____ DATE _____

Original Copy

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

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

City Clerk File No. RES. 10-591

Agenda No. 10.Z.10.

Approved: AUG 25 2010



TITLE: **AMENDING RESOLUTION TO 09-620;
AN AGREEMENT WITH PARK PLACE INTERNATIONAL
FOR FILE SERVER HARDWARE/SOFTWARE MAINTENANCE**

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

WHEREAS, additional funding is necessary to pay the monthly charges for PC Network file server maintenance provided by **PARK PLACE INTERNATIONAL**. The additional funds were necessary to cover maintenance costs on an older Hewlett Packard Storage Area Network until a new Dell Storage Area Network could be installed; and

WHEREAS, **PARK PLACE INTERNATIONAL**, the original contractor, has agreed to deliver the required services in accordance with its original contract and according to the specifications of the IT Division; and

WHEREAS, the additional amount necessary is \$17,613.90, bringing the total contract amount to \$44,613.90.

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

1. The Mayor and/or Business Administrator be authorized to amend the contract with **PARK PLACE INTERNATIONAL** increasing the dollar amount by \$17,613.90 to a contract total of \$44,613.90.
2. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City, within ten (10) days of passage of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-203-20-140-314** for payment of the above Resolution.

Administration Department
Account No. : **01-203-20-140-314** P.O. # **97137** Amt. **\$44,613.90**

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

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

Certification Required

Not Required

APPROVED 8-0
8/25/10

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk



CITY OF JERSEY CITY

DIVISION OF PURCHASING

1 JOURNAL SQUARE PLAZA, JERSEY CITY, N.J. 07306

TEL. NO. (201) 547-5155 FAX. NO. (201) 547-6586

**REQUEST FOR
CHANGE ORDER OR CANCELLATION**

**C.O.
NO.**

FROM: M.Peselli

PURCHASE ORDER NO. 97137

APPROVED:

REQUISITION NO. R

ORIGINAL AMOUNT \$ 27,000.00

DEPT./DIV. ADM/IT

BUD.YR: FUND: 01 G/L NO: 201

DATE: 06/04/10

CAFR: 20 SUB LDGR: 140 OBJ: 314

VENDOR NAME: Park Place International

VENDOR NO: PA426020

PLEASE CHANGE CANCEL THIS PURCHASE ORDER FOR THE FOLLOWING REASON:

AMOUNT IS WRONG \$ 27,000.00 INCREASE BY \$ 17,613.90

IT SHOULD BE \$ 44,613.90 DECREASE BY \$

BUD.YR. FUND: G/L NO. IS WRONG

IT SHOULD BE BUD.YR. FUND: G/L NO.

CAFR: SUB LDGR: OBJ: IS WRONG

IT SHOULD BE CAFR: SUB LDGR: OBJ:

VENDOR NUMBER IS WRONG: IT SHOULD BE

VENDOR NAME IS WRONG: IT SHOULD BE

VENDOR ADDRESS IS WRONG: IT SHOULD BE

SHIPPING CHARGE IS WRONG: \$ IT SHOULD BE: \$

DESCRIBE IN DETAIL REASON FOR CHANGE ORDER OR CANCELLATION:

BUYER'S
REMARKS:

PETER FOLGADO
ACTING PURCHASING DIRECTOR

COPY	A - FOR 6TH COPY OF P.O.	B - FOR ACCTS.&CONTROL	C - BATCH COPY
	D - FOR PURCHASING FILE	E - FOR DEPT./DIV. COPY	F - VENDOR'S COPY

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

City Clerk File No. Res. 09-620

Agenda No. 10.Z.5

Approved: JUL 29 2009

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
PARK PLACE INTERNATIONAL FOR THE SUPPORT
OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**



COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the maintenance of Wide Area and Local Area PC Network file servers and associated software systems; and

WHEREAS, **PARK PLACE INTERNATIONAL** has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

WHEREAS, the City of Jersey City has received a proposal from **PARK PLACE INTERNATIONAL** in the total amount for a one-year period of \$21,751.20 of which \$6,000.00 will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

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

WHEREAS, funds are available for this contract in the following account :

Administration/Division of Information Technology
Acct. No. 1-201-20-140-314 **AMT. \$6,000.00**

WHEREAS, the remaining contract funds will be made available in the 2010 temporary and permanent budgets; and

WHEREAS, the award of the contract shall be subject to the availability and appropriation of sufficient funds in the 2010 temporary and permanent budgets; and

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

WHEREAS, **PARK PLACE INTERNATIONAL** has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; 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, 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.

TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH PARK PLACE INTERNATIONAL FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

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

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

RESOLVED, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

RESOLVED, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (dd).

RESOLVED, this contract shall be subject to the condition that the 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. _____

Purchase Order No. 97134 \$6,000.00 Temp. Enc.

EEO/AA Review _____

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

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 7/29/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

[Signature]
Robert Byrne, City Clerk



CITY OF JERSEY CITY
 1 JOURNAL SQUARE PLAZA
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER
97137

PURCHASE ORDER & VOUCHER

CHECK NO. _____
 CHECK DATE _____
 VOUCHER NO. _____
 VENDOR INV.# _____

REQUISITION # **0146273**
 BUYER **EUS**

DATE: **07/14/2009** VENDOR NO: **PA426020**

VENDOR INFORMATION

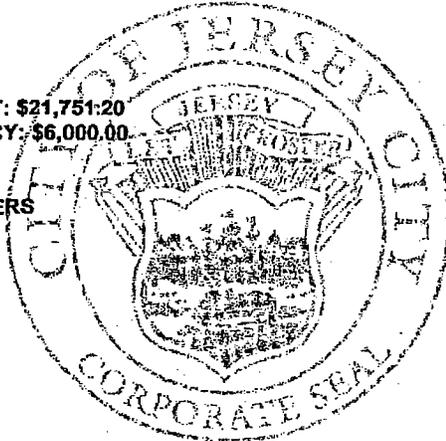
PARK PLACE INTERNATIONAL INC
8401 CHAGRIN ROAD

CHAGRIN FALLS OH 44023

DELIVER TO

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

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	SYSTEMS SUPPORT SUPPORT OF PROPRIETARY HARDWARE/SOFTWARE SYSTEMS HP FILE SERVERS & SOFTWARE FY 2010 QUOTE: 4253 TOTAL CONTRACT AMOUNT: \$21,751.20 TEMPORARY ENCUMBRANCY: \$6,000.00 PARTIAL PAYMENT VOUCHERS	01-201-20-140-314	6,000.0000	6,000.00



TAX EXEMPTION NO. **22-6002013**

PO Total 6,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

7/16/09

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

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

City Clerk File No. RES. 10-592

Agenda No. 10.2.11.

Approved: AUG 25 2010



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH GRANITE TELECOMMUNICATIONS TO PROVIDE TELECOMMUNICATION SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funding is required for the provision of Plain Old Telephone (POTS) telephone service, from **GRANITE TELECOMMUNICATIONS**, in the 2011 Fiscal Year; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(f), authorizes the City to contract without public bidding for the rendering of any service by a public utility company which is subject to the jurisdiction of the Board of Public Utilities (BPU, in accordance with tariffs and schedules of charges made, charged or extracted, and filed with the BPU; and

WHEREAS, the anticipated funding required for this contract is Eight Thousand (\$8,000.00) Dollars per month, Ninety Six Thousand (\$96,000.00) Dollars per year, of which Eighteen Thousand (\$18,000.00) Dollars will be available in the temporary budget for this expenditure in accordance with Local Budget Law, N.J.S.A. 4QA:4-1 et. seq.

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

WHEREAS, this award of contract is contingent upon sufficient funds being appropriated in the 2011 temporary and permanent budgets; and

Administration/Division of Information Technology

Acct. No. 01-201-31-435-620

AMT. \$18,000.00

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

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

WHEREAS, if funds are not available for the contract in the 2011 temporary and permanent budgets, the contract will be terminated.

City Clerk File No. RES. 10-592

Agenda No. 10.2.11. AUG 25 2010

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH GRANITE TELECOMMUNICATIONS TO PROVIDE TELECOMMUNICATION SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).

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

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

RESOLVED, this contract is awarded without competitive bidding in accordance with N.J.S.A 40A:11-5 (1) (p).

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

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-31-435-620** for payment of the above Resolution.

Requisition No. 0151084

Purchase Order No. 100447

EEO/AA Review _____

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH GRANITE TELECOMMUNICATIONS TO PROVIDE TELECOMMUNICATION SERVICES, PURSUANT TO N.J.S.A. 40A:11-5(1)(f).

2. Name and Title of Person Initiating Ordinance/Resolution :

ROBERT MAGRO, DIRECTOR, IT DIVISION

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

PROVISION OF POTS (PLAIN OLD TELEPHONE) TELEPHONE LINES

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

SERVICES REQUIRED TO INSURE THE UNINTERRUPTED FUNCTION OF CITY OFFICES USING POTS LINES FOR DAILY OPERATIONAL TASKS.

5. Anticipated Benefits to the Community:

UNINTERRUPTED OPERATION OF CITY OFFICES PROVIDING SERVICES TO CONSTITUENTS.

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

\$8,000.00 (MONTHLY) \$96,000 (YEARLY) \$18,000.00 (TEMPORARY BUDGET)

7. Date Proposed Program or Project will Commence:

JULY 1, 2010

8. Anticipated Completion Date:

JUNE 30, 2011

9. Person Responsible for Coordinating Proposed Program/Project :

ROBERT MAGRO, DIRECTOR, IT DIVISION

I certify that all the facts presented herein are accurate.



Signature of Department Director

7-2-10

Date



CITY OF JERSEY CITY
 1 JOURNAL SQUARE PLAZA
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER

100447

REQUISITION # 0151084

BUYER RESOLUTION

PURCHASE ORDER & VOUCHER

CHECK NO. _____

CHECK DATE _____

VOUCHER NO. _____

VENDOR INV.# _____

DATE VENDOR NO.

07/08/2010

GR08818

VENDOR INFORMATION

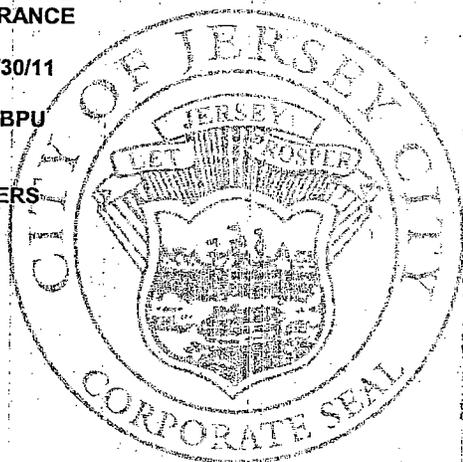
GRANITE TELECOMMUNICATIONS LLC
 100 NEWPORT AVE EXTENSION

QUINCY MA 02043

DELIVER TO

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

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	TELECOM SERVICES	01-201-31-435-620	18,000.0000	18,000.00
		PLAIN OLD TELEPHONE (POTS) LINE TELECOMMUNICATION SERVICES			
		\$8,000.00 MONTHLY, \$96,000.00 YEARLY \$18,000.00 INITIAL ENCUMBRANCE			
		SERVICE PERIOD: 7/1/10 - 6/30/11			
		UNDER TARIFFS OF THE NJBPU			
		PARTIAL PAYMENT VOUCHERS			
		TAX EXEMPTION NO. 22-6002013			
		PO Total			18,000.00



CLAIMANT'S CERTIFICATION AND DECLARATION

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

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

7/7/10

Original Copy

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: GRANITE TELECOMMUNICATIONS, LLC

Trade Name:

Address: 100 NEWPORT AVENUE EXT STE 1
QUINCY, MA 02171

Certificate Number: 0150071

Effective Date: May 16, 2002

Date of Issuance: July 08, 2010

For Office Use Only:

20100708144135659

A handwritten signature or mark, possibly initials, located in the lower center of the page.

CITY OF JERSEY CITY

RESOLUTION:

VENDOR: Granite Telecommunications, LLC
100 Newport Ave Ext
Quincy MA 02171

RESPONDENT'S CHECKLIST

Item	
A. Non-Collusion Affidavit properly notarized	
B. Public Disclosure Statement	
C. Mandatory Affirmative Action Language	
D. Americans with Disabilities Act	
E. Affirmative Action Compliance Notice	
F. MWBE Questionnaire (2 copies)	
G. Form AA302 – Employee Information Report	
H. Business Registration Certificate	
I. Original signature(s) on all required forms.	

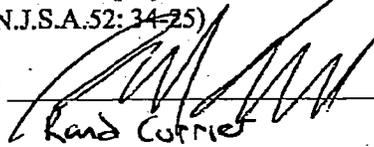
NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am C.O.O.

of the firm of Granite Telecommunications, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

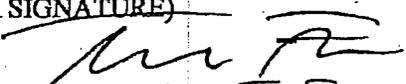
I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25)

(Signature of respondent) 
Rand Currier

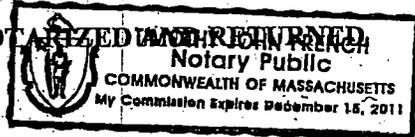
SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY January 11th OF 2010

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Massachusetts
MY COMMISSION EXPIRES: 2011


Timothy J. French

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



PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Robert T. Halo, JR	8 Olmsted Drive Hingham, MA 02043	Confidential
Judith Hale	440 River Road Westport, MA 02790	Confidential

SIGNATURE:

[Handwritten Signature]
Rand Currier

TITLE:

COO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

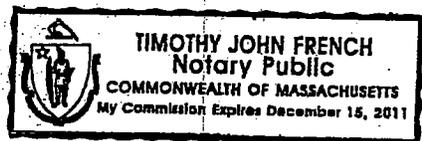
January 11 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Massachusetts
MY COMMISSION EXPIRES: 2011

[Handwritten Signature]

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



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

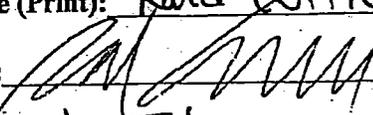
The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Rand Corrier C.O.O.

Representative's Signature: 

Name of Company: Granite Telecommunications, LLC

Tel. No.: 617-933-5500 Date: 1/11/10

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the C.O.O. of Granite Telecommunications, LLC (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

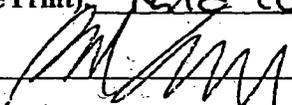
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Lead Carrier C.O.O.

Representative's Signature: 

Name of Company: Granite Telecommunications, LLC

Tel. No.: 617-933-5500 Date: 1/11/10

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

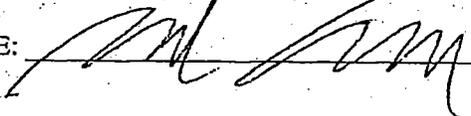
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Granite Telecommunications, LLC

SIGNATURE:  DATE: 1/11/2010

PRINT NAME: Rand Currier TITLE: C.O.O.

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: Grande Telecommunications, LLC

Address: 100 Newport Ave Ext Quincy MA 02171

Telephone No.: 617-933-5500

Contact Name: Timothy French

Please check applicable category :

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

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OFFICE OF EQUAL OPPORTUNITY COPY

STATE OF NEW JERSEY
Division of Public Contracts Equal Employment Opportunity Compliance

EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE 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: www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 04-3643290	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 601
4. COMPANY NAME Granite Telecommunications, LLC		
5. STREET 100 Newport Ave. Ext.	CITY Quincy	COUNTY Norfolk
STATE MA	ZIP CODE 02171	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) None		
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 601		
10. PUBLIC AGENCY AWARDED CONTRACT		
City of Jersey City	Jersey City	NJ
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									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	46	30	16	1	0	0	0	29	1	0	0	1	14
Professionals	17	10	7	0	0	0	1	9	0	0	0	1	6
Technicians	21	16	5	3	1	0	5	7	1	1	0	0	3
Sales Workers	55	50	5	4	1	0	0	45	1	0	0	1	3
Office & Clerical	460	212	248	35	23	3	9	142	72	180	0	12	146
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	1	1	0	1	0	0	0	0	0	0	0	0	0
Service Workers	1	0	1	0	0	0	0	0	0	0	0	0	1
TOTAL	601	319	282	44	25	3	15	232	75	181	0	15	173
Total employment from previous Report (if any)	0	0	0	0	0	0	0	0	0	0	0	0	0
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input checked="" type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 09/12/2009 To: 09/15/2009		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Rand Currier	SIGNATURE 	TITLE C.O.O.	DATE MO DAY YEAR 1 11 2010
17. ADDRESS NO. & STREET 100 Newport Ave. Ext.	CITY Quincy	COUNTY Norfolk	STATE MA
ZIP CODE 02171	PHONE (AREA CODE, NO., EXTENSION) 617 - 933 - 5500		

I certify that the information on this Form is true and correct.

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>

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

MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

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

“New Jersey Business Registration Requirements”

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

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

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

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

A sample Business Registration Certificate form. The form contains fields for Taxpayer Name, Tax Registration Test Account, Taxpayer Identification, Address, and Expiration Date. A signature is present in the bottom right corner.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name	TAX REG TEST ACCOUNT
Taxpayer Address	747 ROSELING AVE. TRENTON, NJ 08611
City/County/Zip	08611
Date of Issuance	October 18, 2004

For Office Use Only:
20041018112072045

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Hudson

State: Governor, and Legislative Leadership Committees

Legislative District #: 31, 32, & 33

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Registrar of Deeds

Municipalities (Mayor and members of governing body, regardless of title):

Bayonne City
East Newark Borough
Guttenberg Town
Harrison Town
Hoboken City
Jersey City
Kearny Town
North Bergen Township
Secaucus Town
Union City City
Weehawken Township
West New York Town

Boards of Education
(Members of the Board):

East Newark Borough
Guttenberg Town
Hoboken City
Kearny Town
North Bergen Township
Secaucus Town
Weehawken Township

Fire Districts (Board of Fire Commissioners):

(None)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

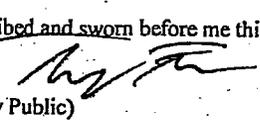
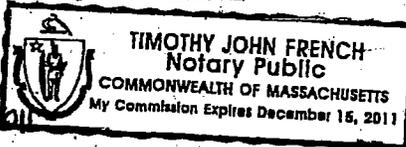
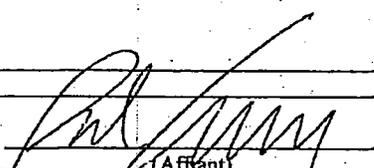
Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Partnership | <input checked="" type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | | |

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

Stockholders:

Name: Robert T. Hale, Jr. Home Address: 8 Olmsted Drive Hingham, MA 02043	Name: Judith Hale Home Address: 440 River Road Westport, MA 02790
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11th day of January, 2010
 (Notary Public)   
 My Commission expires: 12/15/2011 RAWD CUEZZ
 (Corporate Seal)

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

City Clerk File No. RES. 10-593

Agenda No. 10. Z. 12.

Approved: AUG 25 2010



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT
WITH DIMENSION DATA FOR THE SUPPORT OF
PROPRIETARY COMPUTER HARDWARE
AND SOFTWARE SYSTEMS UNDER STATE CONTRACT**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the continued support of proprietary Cisco network hardware and software systems that comprise the City's PC networks; and

WHEREAS, **DIMENSION DATA** has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use State Contracts without public bidding; and

WHEREAS, the City of Jersey City has received a proposal from **DIMENSION DATA** (possessing State Contract No. A73979), in the amount of \$58,223.85; 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 following account :

Administration/Division of Information Technology

Acct. No. 01-201-20-140-314

AMT. \$58,223.85

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH DIMENSION DATA FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS UNDER STATE CONTRACT

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

RESOLVED, that upon certification by an official 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 Affair Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, a copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City within ten (10) days of passage of this resolution.

RESOLVED, this contract shall be the subject to the condition that the vendor/contractor provides 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. 0151454

Purchase Order No. 100646

EEO/AA Review _____

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Asst Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				8/25/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 73979	Title: DATA COMM. & NETWORK EQUIPMENT
Dealer/Distributor Name & Address:	ASPIRE TECHNOLOGY PARTNERS 100 VILLAGE COURT 3FL HAZELET NJ 07730
Contact Person:	JOHN C HARRIS
Contact Phone:	732-847-9600
Dealer/Distributor Name & Address:	BLUEWATER COMMUNICATIONS 110 PARKWAY DRIVE S HAUPPAUGE NY 11788-2012
Contact Person:	CHRIS CORDASCO
Contact Phone:	732-635-2581
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	CHRIS POPIELSKI
Contact Phone:	800-808-4239
Dealer/Distributor Name & Address:	DIMENSION DATA NA 11006 RUSHMORE DR/STE 300 CHARLOTTE NC 28277
Contact Person:	ED ACKER
Contact Phone:	704-969-2200
Dealer/Distributor Name & Address:	DYNTEK 5 GREENTREE CENTER 525 LINCOLN DR W/STE 310 MARLTON NJ 08053
Contact Person:	GUY FESSENDEN
Contact Phone:	856-304-5501

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

**M-7000
DATA COMM. & NETWORK EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
Email to MARIANNE BIXLER

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

[Download All Documents](#)

- [NOA Text & Method of Operation Adobe PDF](#) (239 kb)
- [State Contract Manager Adobe PDF](#) (100 kb)
- [Amendment #1 - Contract Extension #1 to 5/31/2012 Adobe PI](#) (18 kb)

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

site.

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

NOAs By Number**NOAs By Title****Search NOAs**

Index #:	M-7000
Contract #:	VARIOUS
Contract Period:	FROM: 04/20/09 TO: 05/31/12
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Purchase Bureau Use:	
Solicitation #:	21015
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

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

- A. Delivery: All prices F.O.B. Destination
 B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

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

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

Questions, problems or complaints related to Cooperative Purchasing contact:

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



Dimension Data

801 Corporate Center Drive
Suite 128
Raleigh, NC 27607
Phone: 508-808-6335
eFax: 508-983-6310

Customer: City of Jersey City
1 Journal Square Plaza
3rd Floor, IT Division
Jersey City, NJ 07306
Contact: Robert Magro
Phone: 201-547-4274
Fax: 201-792-8713
Email: bobm@city.nj.gov

Price Quotation

Quote Date: 07/08/10

Version:

CD or SC / RAM: Ed Acker
Renewal Specialist: Ingrid Clausen
Phone: 508-808-6335
eFax: 508-983-6310
Email: ingrid.clausen@dimensiondata.com

This quotation is valid for 30 days from the date of issuance and is subject to Dimension Data's Standard Terms and Conditions of Sale, a copy which is attached

1856452

Smartnet Renewal

\$ 67,702.14 \$ 58,223.85

\$ 67,702.14

Total (USD): \$ 58,223.85

If you wish to purchase this quote, simply fax a copy of your Purchase Order to 508-983-6310

Please ask us about our Managed Maintenance service, Uptime. Improving network and system downtime to resolution by as much as 25%.

Notes:

1. All prices are valid for 30 days
2. All prices reflect standard manufacturers warranty unless otherwise noted.
3. All prices are exclusive of applicable Sales Tax and labor for installation.
4. All orders require a Purchase Order - Fax to 508-983-6310
5. Please note that any end dates on your contract that fall PRIOR to your proposed renewal contract end date may indicate an item that is End Of Support with the manufacturer.
6. Be advised that you could add EOS email notifications to your CCO login and access.

1 JOURNAL SQUARE PLAZA	JERSEY CITY, NJ 07306	US	ASA5520-BUN-K9	ASA 5520 Appliances with SW, HA, 4GE+1FE, 3DES/AES	1	SNT	JMX1418137Y	02-May-2011	31-Aug-2011	\$	959.00	\$	320.54	\$	275.66
715 SUMMIT AVENUE	JERSEY CITY, NJ 07306	US	AIR-LAP113JAG-A-K9	802.11ag, LWapp AP Integrated Antennas FCC Cnfg	1	SNT	FTX1128R29K	01-Sep-2010	31-Aug-2011	\$	90.00	\$	90.00	\$	77.40
715 SUMMIT AVENUE	JERSEY CITY, NJ 07306	US	CISCO2811	2811 w/ AC PWR, 2FE, 4HW/Cs, 2 PVDNs, 1NME, 2AIXs, IPBASE, 128F/512D	1	SNT	FTX1132A3T3	01-Sep-2010	31-Aug-2011	\$	672.00	\$	672.00	\$	577.92
715 SUMMIT AVENUE	JERSEY CITY, NJ 07306	US	WS-C3750-4RTS-S	Catalyst 3750 48 10/100 + 4 SFP + 1PB Image	1	SNT	CAT1113026SS	01-Sep-2010	31-Aug-2011	\$	806.00	\$	806.00	\$	693.16
500 WASHINGTON BLVD	JERSEY CITY, NJ 07306	US	WS-C3750-24TS-S	Catalyst 3750 24 10/100 + 2 SFP + 1PB Image	1	SNT	FOC112926RHK	01-Sep-2010	31-Aug-2011	\$	538.00	\$	538.00	\$	462.88
715 SUMMIT AVENUE	JERSEY CITY, NJ 07306	US	FX-501-UL-80UH-K9	^PX 501-UL Bundle (Chassis, SW, Unlimited Users, 3DES/AES)	1	SNT	JM907132622	01-Sep-2010	31-Aug-2011	\$	132.00	\$	132.00	\$	113.52
575 ROUTE #40	JERSEY CITY, NJ 07306	US	FX-501-UL-80UH-K9	^PX 501-UL Bundle (Chas,Unrestricted SW,128MB,6 FE,VAC+)	1	SNT	JM907226889	01-Sep-2010	31-Aug-2011	\$	1,104.00	\$	1,104.00	\$	949.44
1 JOURNAL SQUARE PLAZA	JERSEY CITY, NJ 07306	US	WS-C3560G-24TS-S	^GeoSecure ACS 4.1 for Windows - Server License	1	SAS	JM907300796	01-Sep-2010	31-Aug-2011	\$	1,799.00	\$	1,799.00	\$	1,547.14
1 JOURNAL SQUARE PLAZA	JERSEY CITY, NJ 07306	US	WS-C3560G-24TS-S	3845 w/AC PWR, 2GE, 1SFP, 4HW/C, IP Base, 128F/512D	1	SNT	FTX0927A450	01-Sep-2010	31-Aug-2011	\$	2,414.00	\$	2,414.00	\$	2,076.04
1 JOURNAL SQUARE PLAZA	JERSEY CITY, NJ 07306	US	WS-C3560G-24TS-S	Catalyst 3560 24 10/100/1000T + 4 SFP + 1PB Image	1	SNT	FOC1131W23G	08-Jul-2010	31-Aug-2011	\$	334.00	\$	334.00	\$	330.52
1 JOURNAL SQUARE PLAZA	JERSEY CITY, NJ 07306	US	WS-C3560-24PS-E	Catalyst 3560 24 10/100/1000T + 4 SFP + 1PB Image	1	SNT	FOC1131W21X	08-Jul-2010	31-Aug-2011	\$	334.00	\$	334.00	\$	330.52
1 JOURNAL SQUARE PLAZA	JERSEY CITY, NJ 07306	US	WS-C3560-24PS-E	Catalyst 3560 24 10/100 PoE + 2 SFP + 1PB Image	1	SNT	FDC11316X01Z	07-Aug-2010	31-Aug-2011	\$	380.00	\$	380.00	\$	349.19

End of Quote

Advance Replacement Delivery Options

SMARTnet Parts Only	Onsite	Description
SNT	C5	8x5xNBD
Guaranteed delivery of hardware replacement parts the next business day, provided that the request is received before 3 p.m. local time. Includes onsite field engineer to install advance replacement parts if purchased.		
SNTE	C4S	8x5x4
Guaranteed delivery of hardware replacement parts, from 9 a.m. to 5 p.m., Monday through Friday, within four-hour response time. Includes onsite field engineer to install advance replacement parts if purchased.		
SNTP	C4P	24x7x4
Guaranteed delivery of hardware replacement parts, 24 hours a day, seven days per week, within four-hour response time. Includes onsite field engineer to install advance replacement parts if purchased.		
S2P	C2P	24x7x2
Guaranteed delivery of hardware replacement parts, 24 hours a day, seven days per week, within two-hour response time. Includes onsite field engineer to install advance replacement parts if purchased.		

Software Support

SMARTnet	Description
SAS	Minor application releases - refers to an incremental release of software that provides maintenance fixes and usually provides additional software features. A maintenance release refers to an incremental release of software that provides major architectural changes or major feature and/or functionality enhancements.
SAU	Major application upgrade releases - refers to a release of software that provides major architectural changes or major feature and/or functionality enhancements.
ESW	Cisco Unified Communications Essential Operate Service software application support. Upgrades are available with the additional purchase of Unified Communications Software Subscriptions (UCSS)

Intrusion Prevention System (IPS) Support Options

SMARTnet Parts Only	Onsite	Description
SU1	SUO1	8x5xNBD
Provides IPS Support and guaranteed delivery of hardware replacement parts the next business day, provided that the request is received before 3 p.m. local time. Includes onsite field engineer to install advance replacement parts if purchased.		
SU2	SUO2	8x5x4
Provides IPS Support and guaranteed delivery of hardware replacement parts, from 9 a.m. to 5 p.m., Monday through Friday, within four-hour response time. Includes onsite field engineer to install advance replacement parts if purchased.		
SU3	SUO3	24x7x4
Provides IPS Support and guaranteed delivery of hardware replacement parts, 24 hours a day, seven days per week, within four-hour response time. Includes onsite field engineer to install advance replacement parts if purchased.		
SU4	SUO4	24x7x2
Provides IPS Support and guaranteed delivery of hardware replacement parts, 24 hours a day, seven days per week, within two-hour response time. Includes onsite field engineer to install advance replacement parts if purchased.		
		NA
Provides IPS Support only and is used in conjunction with an Uptime Advance Replacement Delivery Option.		

STANDARD TERMS AND CONDITIONS OF SALE

THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN DIMENSION DATA NORTH AMERICA, INC. AND CUSTOMER WITH RESPECT TO THE PURCHASE OF THIRD-PARTY PRODUCTS OR SOFTWARE ("PRODUCTS"), THIRD-PARTY MAINTENANCE SERVICES ("MAINTENANCE") AND/OR DIMENSION DATA STAGING, INSTALLATION AND/OR PACKAGED CONSULTING SERVICES ("SERVICES") IDENTIFIED IN THE ATTACHED DIMENSION DATA QUOTE UNLESS A SIGNED AND EFFECTIVE WRITTEN AGREEMENT FOR THE PURCHASE OF SUCH PRODUCTS, MAINTENANCE AND/OR SERVICES IS IN EFFECT BETWEEN CUSTOMER AND DIMENSION DATA. IN THE EVENT OF A CONFLICT BETWEEN SUCH AN AGREEMENT AND THESE STANDARD TERMS AND CONDITIONS OF SALE, SUCH AGREEMENT SHALL CONTROL.

- CUSTOMER ORDER.** Customer may accept the attached Dimension Data offer to sell ("Quote") by issuing a purchase order. In response to such Quote (each accepted Quote constitutes a "Customer Order"). Customer shall be deemed to unconditionally accept these terms and conditions by issuing such purchase order. No terms and conditions specified or preprinted on any Customer purchase order or other form of acceptance shall add to or modify these terms and conditions. Charlotte, North Carolina shall be the acceptance and fulfillment location for any Customer Order.
- PRICES AND TAXES.** All Quotes are valid for thirty (30) days unless otherwise specified. All invoice prices are those specified in the Quote accepted by Customer. Prices do not include applicable taxes and, unless expressly identified and itemized, do not include freight, handling or insurance. Products, Maintenance or Services purchased for delivery outside of the United States may be subject to required and non-recoverable Value Added Tax or similar indirect sales related taxes (collectively, "VAT"), and Customer hereby agrees to reimburse Dimension Data for the total amount of such VAT incurred which will be invoiced as an international logistics fee.
- TRADE INS.** If a Customer Order includes a trade-in allowance then Customer shall comply with the return requirements of the manufacturer's trade in agreement. Any such trade-in goods must be received by the manufacturer on or before the date specified in the trade in agreement or, if no such agreement exists, by the sooner of the date specified in a Quote or sixty (60) days from delivery of the replacement goods. If Customer fails to return trade-in goods as required the trade-in allowance shall be forfeited and Customer will pay Dimension Data for the trade in allowance amount.
- PAYMENT AND INVOICING TERMS.** Payment in full of all invoices is due thirty (30) days from date of invoice. Payment terms are subject to Customer maintaining a credit status acceptable to Dimension Data. Invoices for Products are issued upon shipment of Products from the manufacturer. Invoices for Services are invoiced at the start of any Service. Dimension Data has the right to charge a late payment fee of one and one half percent (1.5%) of the outstanding balance per month for each month, or partial month, any undisputed invoice remains unpaid beyond its due date. Customer will pay collection fees incurred by Dimension Data to effect settlement of any undisputed past due invoice. Products shipped to a Dimension Data facility for Services will be invoiced upon shipment from the manufacturer. Upon receipt, Dimension Data will cooperate with Customer's third party leasing company to facilitate payment of the Customer Order by the leasing company. Notwithstanding the foregoing, Customer remains primarily responsible and liable for complete and timely payment of all invoices issued hereunder. Any Products delivered to a Dimension Data facility for Services will be shipped to Customer no later than ten (10) days after completion of such Service and Customer shall accept delivery of all such Products.
- SHIPPING AND DELIVERY.** All shipments by Dimension Data are F.O.B. origin or as may be applicable under the international Delivery terms below. Title and risk of loss to Products shall pass to Customer upon delivery to the common carrier. Customer is responsible for all freight, handling and insurance charges which shall be in addition to the price of the Products in the Quote. The carrier is not an agent of Dimension Data and in no event shall Dimension Data have any liability for loss or damage during shipment. Dimension Data shall endeavor to initiate shipment and schedule delivery as close as possible to Customer's requested delivery dates and Customer acknowledges that any delivery dates provided by Dimension Data are estimates only. Dimension Data shall not be liable for any delay in delivery or for failure to give notice of such delay. Customer shall accept and pay for partial shipments of Products.
- SECURITY INTEREST.** Customer hereby grants and Dimension Data retains a security interest in all Products purchased hereunder, and such security interest is released when payment in full is received by Dimension Data.
- EXPEDITED DELIVERY.** Customer may request Expedited Delivery of Products. "Expedited Delivery" means shipment of Products within a time frame that is sooner than the earliest date of availability from the manufacturer. If Dimension Data accepts such request Dimension Data will assess an Expedited Delivery fee equal to two percent (2%) of the unit list price for the applicable Products unless otherwise specified in a Quote. Products shipped under Expedited Delivery may have distributor part numbers that do not match the manufacturer part numbers and will be at the standard operating system revision level as supplied by the distributor.
- CANCELLATION OF ORDERS.** No Customer Order for Products or Maintenance may be cancelled or modified without Dimension Data's consent. If Dimension Data consents to a Customer cancellation or modification request, Customer agrees to pay all actual resulting costs, expenses and fees incurred by Dimension Data from the manufacturer, the supplier and/or its shippers. Customer Orders for Services may be cancelled upon ten (10) days prior written notice. Customer will pay for all Services delivered through the date of cancellation.
- RETURN POLICY.** All sales are final other than for Products that do not meet manufacturer specifications or that are not included in the Customer Order. Customer must notify Dimension Data of any damaged or defective Products or discrepancy in shipment quantity or type and request a Return Material Authorization ("RMA") consistent with the manufacturer's return policies. All RMA's issued are valid for the period of time allowed by the manufacturer after which time the RMA will be cancelled. No return of Products will be accepted without an RMA. A credit for properly returned items less any restocking or other related charges imposed by the applicable third party manufacturer or supplier will be entered against the original invoice for the returned items. Products returned due to a shipping error or in accordance with warranty terms are not subject to restocking fees. Customer must ship returned Products prepaid to the specified warehouse location. Dimension Data will reimburse Customer's shipping costs for Products returned due to a shipping error. Returned Products must be in the original shipping cartons, undamaged, unused and unaltered. Opened software is not returnable. Dimension Data shall have the right to reject return of items and/or impose additional charges which Customer agrees to pay for any equipment received without an RMA and/or in a condition other than described.

10. WARRANTY. All Products and Maintenance purchased hereunder are subject to the warranties provided by the manufacturer. Dimension Data hereby transfers to Customer such transferable warranties Dimension Data receives from the applicable manufacturer as legally permissible. Dimension Data warrants that its Services will be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices. Services are supported against defects in workmanship for thirty (30) days after delivery. DIMENSION DATA MAKES NO WARRANTY AS TO THE RESULTS OF ANY SERVICES PROVIDED. EXCEPT AS SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND MAINTENANCE ARE PROVIDED "AS IS" AND DIMENSION DATA DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF DIMENSION DATA UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO MONEY PAID TO DIMENSION DATA UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY AND IN THE CASE OF DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT SHALL, UNDER ANY LEGAL OR EQUITABLE THEORY, BE FURTHER LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR SUCH PRODUCT. IN NO EVENT SHALL DIMENSION DATA BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF DIMENSION DATA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

12. SERVICES. Customer may purchase Dimension Data Services identified in a Quote. Custom project-based services require a statement of work between the parties and are not governed by these terms and conditions. All prices for Services in the attached Quote are based on work being performed during normal business hours (Monday through Friday). Security arrangements and access for Dimension Data at the Customer's location is the responsibility of Customer. Service prices for installations assume Customer provides a complete list of the installation sites at least two (2) weeks prior to the Services commencement. Customer will notify Dimension Data in writing of cancellations of scheduled site visits no less than five (5) business days prior to such scheduled site visit. Customer changes to the number of devices/office locations to be implemented may result in changes to prices and delivery requirements. Other than Customer Content, Dimension Data retains ownership rights to all intellectual property, including but not limited to all methodologies, tools, techniques or software, used or developed by Dimension Data during and as a result of Services provided hereunder. "Customer Content" means the specific data that results from the delivery of the Service and that is unique to the Customer, including Customer's systems design and configuration specifications and related reports.

13. MAINTENANCE. Any Maintenance resold by Dimension Data hereunder, including but not limited to Cisco SMARTNet, is subject to the terms and conditions for such services identified by the third party provider. Dimension Data is not a party to any such third party terms and conditions.

14. SOFTWARE. Any software delivered under this Agreement is subject to the license terms provided with it. All software license terms are established directly between the Customer and the owner or licensor of the software. Dimension Data is not a party to any such software license and makes no warranties or representations related to the ownership, use or operation of the software.

15. DD LOGISTICS PRODUCT ORDERING SERVICE. Customer may purchase Dimension Data Product ordering services ("DD Logistics") for delivery of Products to locations outside of the United States for an additional fee. DD Logistics is provided by a Dimension Data affiliate. DD Logistics includes the following items: (1) recording orders (including serial numbers and purchase order values) onto Track (order tracking system for international deliveries); (2) coordination of cargo collection, including commercial invoices (tariff headings provided); (3) tracking and tracing of orders from shipment to delivery and the updating of Track; (4) feedback through entire commerce chain (e.g., notification of early delivery, potential delays); (5) coordination of customs clearance (as applicable), including collection of relevant import information, applicable certificates and licenses; (6) collecting and uploading proof of delivery details onto Track; (7) reporting, including global spending reports, asset reporting; (8) providing a single point of contact for all logistics information; (9) providing a single point of contact for all escalations; (10) arranging marine insurance based on applicable Incoterm 2000; (11) carriage insurance (unless prohibited by local regulations), freight, and delivery (subject to applicable Incoterm 2000). The DD Logistics fee specifically excludes the cost of import taxes and duties, import registration and licensing fees, pre- and post-shipment inspection costs, brokers' fees, and costs of other related requirements. Additional fees and requirements will apply if Customer (i) is not a registered importer in the destination country, and/or (ii) requires use of freight forwarder not approved by Dimension Data. Product delivery to certain countries is prohibited by United States law and some manufacturer policies. All risk of loss to any Products delivered by Dimension Data pursuant to DD Logistics shall pass to Customer upon delivery thereof to the agreed ship to location or, if delivery is based on DDU Destination Airport Incoterm 2000, then all risk of loss will pass to Customer upon "touch down" of the shipment at the importation airport. Logistics management services for dead on arrival (DOA) and/or return material authorizations (RMA) can be supplied by DD Logistics at fees quoted at the time of a request.

16. GOVERNING LAW. All transactions made under this Agreement will be governed by the applicable state laws for the state of New York, excluding any conflict of laws rules that may apply in such state. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the applicable court in New York. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Each Party agrees to comply with the U.S. Foreign Corrupt Practices Act (15 U.S.C. 78(dd)(j) et seq., as the same may be amended) and with the anti-bribery laws and regulations of any other country having jurisdiction over the transactions contemplated hereby. Customer acknowledges and agrees that it has the ability to access each URL referenced in any Quote. Customer waives any claims or defenses to the validity or enforceability of this Agreement arising from any electronic submission of it to Customer.

17. EXPORT ADMINISTRATION. Each Party shall comply with all relevant export and sanctions laws and regulations of the United States to assure that neither any software deliverable, nor any direct product thereof is (a) exported or re-exported, directly or indirectly, in violation of any export laws, or (b) intended to be used for any purposes prohibited by any export laws, including without limitation, nuclear, chemical, or biological weapons proliferation, or (c) made available to any prohibited person or entity, as such terms are defined under applicable laws and regulations administered by the U.S. Office of Foreign Assets Control.

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

City Clerk File No. _____

Agenda No. _____

Approved: _____



**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT
WITH DIMENSION DATA FOR THE SUPPORT OF
PROPRIETARY COMPUTER HARDWARE
AND SOFTWARE SYSTEMS UNDER STATE CONTRACT**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, funds must be allocated for the continued support of proprietary Cisco network hardware and software systems that comprise the City's PC networks; and

WHEREAS, **DIMENSION DATA** has agreed to provide the goods and services specified as necessary by the Division of Information Technology; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-12 allowing municipalities to use State Contracts without public bidding; and

WHEREAS, the City of Jersey City has received a proposal from **DIMENSION DATA** (possessing State Contract No. A73979), in the amount of \$58,223.85; 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 following account :

Administration/Division of Information Technology
Acct. No. 01-201-20-140-314 **AMT.\$58,223.85**

TITLE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH DIMENSION DATA FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE SYSTEMS UNDER STATE CONTRACT

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

RESOLVED, that upon certification by an official 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 Affair Law, N.J.S.A. 40A:5-1 et. seq; and be it further

RESOLVED, a copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City within ten (10) days of passage of this resolution.

RESOLVED, this contract shall be the subject to the condition that the vendor/contractor provides 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), 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. 0151454

Purchase Order No. 100646

EEO/AA Review _____

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

City Clerk File No. Res. 10-594

Agenda No. 10.2.13

Approved: AUG 25 2010



TITLE:

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide Senior Home Meals (Meals on Wheels) for the Department of Health & Human Services; and

WHEREAS, on July 16, 2008 the City of Jersey City (City) approved Resolution No. 08-548 awarding the sole bidder Whitsons Food Service a contract in the amount of \$1,132,560.00 to provide Senior Home Meals for the Department of Health & Human Services for a period of Twelve (12) months effective July 1, 2008 thru June 30, 2009; and

WHEREAS, the City in accordance with the bidding specifications desires to exercise its option of extending the contract for an additional Twelve (12) months effective July 1, 2010 thru June 30, 2011; and

WHEREAS, the funds in the amount of One Hundred Fifty Thousand dollars (\$150,000.00) are available in account no. 02-213-40-018-314; and

WHEREAS, the remaining contract funds of Nine Hundred Eighty Two Thousand, Five Hundred Sixty (\$982,560) Dollars will be made available in the FY 2011 Temporary and Permanent Budgets; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said extension of contract to Whitsons Food Service be approved and awarded to said company in the amount above, and that such a contract be drawn up and executed; and be it further

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

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

TITLE:

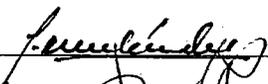
RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH WHITSONS FOOD SERVICE TO PROVIDE SENIOR HOME MEALS (MEALS ON WHEELS) FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

RESOLVED, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 fiscal year permanent budget.

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

I hereby certify that funds in the amount of \$150,000.00 are available for payment of this resolution in Account No. 02-213-40-018-314, PO# 100968. Department of Health & Human Services.


 Donna Mauer
 Chief Financial Officer

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 
 Business Administrator


 Corporation Counsel

Certification Required

Not Required

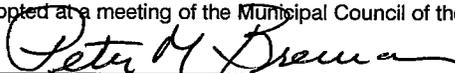
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,			ABSENT

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

CITY OF JERSEY CITY

Requisition #

0151717

Assigned PO #

Requisition

Vendor

WHITSONS FOOD SERVICE
1800 MOTOR PARKWAY
ISLANDIA NY 11749

Dept. Bill To

HEALTH & HUMAN SERVICES
201 CORNELISON AVE
JERSEY CITY NJ 07304

Dept. Ship To

WH591060

Contact Info

LARRY ECCLESTON
2015475838

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	SENIOR MEALS	0221340018314	150,000.00	150,000.00

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCE
PURPOSES TO PROVIDE HOME DELIVERY MEAL FOR SENIORS
FOR THE PERIOD OF 7/01/2010 TO 6/30/2011

TOTAL CONTRACT AMOUNT: \$1,132,560.00
TEMPORARY ENCUMBRANCE: \$150,000.00

PAYMENT WILL BE MADE FROM TIME TO TIME ON PARTIAL
PAYMENT VOUCHERS.

AS PER ATTACHED RESOLUTION.

Requisition Total 150,000.00

Req. Date: 08/10/2010

Requested By: ROSAJ

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contract

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeanne F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City, NJ 07302
Tel. #201-547-4533
Fax #201-547-5088
Email Address: abuanJ@jcnj.org

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representatives of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Goods faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont.)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expressions, disability, nationality or sex; and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

In conforming with targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with statutes and court decisions of the State of New Jersey, and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee information report
- Employee information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/ company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): BRENNA SCETTINO - Human Resources
Representative's Signature: B. S.
Name of Company: WHITSONS
Tel. No.: 731-750-1403 Date: 3/4/2010

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Michael Whitcomb
Representative's Signature: *Michael Whitcomb*
Name of Company: Whitcomb Food Service, Inc.
Tel. No.: 631-424-2700 Date: _____

**MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Whitsons

Address: 18 00 Motor Parkway, Islandia NY 11749

Telephone No.: 031-424-2700

Contact Name: _____

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Businesss (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**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: Whitsons

Address: 1300 MOTOR Parkway Islandia NY 11749

Telephone No.: 031-424-2700

Contact Name: _____

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned
Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

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

Non Construction Contracts

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

"New Jersey Business Registration Requirements"

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

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

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

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

Certification 29128

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2009** to **15-SEP-2012**

WHITSONS FOOD SERVICE AT L'OREAL & OSTEONICS
1800 MOTOR PARKWAY
ISLANDIA, NY 11749



A handwritten signature in black ink, appearing to be "A. H. S.", written over a faint, illegible printed name.

Acting State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	WHITSONS FOOD SERVICE CORPORATION
Trade Name:	WHITSON'S
Address:	1800 MOTOR PARKWAY ISLANDIA, NY 11749-5216
Certificate Number:	0057767
Effective Date:	February 02, 1995
Date of Issuance:	December 02, 2009

For Office Use Only:
20091202095217726



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0057767 FOR WHITSON'S FOOD SERVICE CORP. IS VALID.

**** Budget Account ****

Fund **2** FEDERAL & STATE GRANT FND.
 G/L **213** RES GRANTS APPROP
 Cofr **40** RES GRANTS APPROPD
 Subsidiary **18** SENIOR NUTRITION PROGRAM
 Line Item **314** CONTRACTUAL SERVICES
 Sort Code **50** HHS
 Year/Period **2011 / 2**
 Chg. Year/Period **2011 /**

Budget Amount **1,031,698.00**
 Revised Budget **.00**
 Beginning Balance **1,031,698.00**
 Prior YTD Expended **202,862.40**
 Curr. YTD Expended **224,462.10**
 Open Encumbered **62,382.32**
 Ending Balance **541,991.18**

View in Ascending Order
 View in Descending Order

[New Acct.](#) [< Previous](#) [Next >](#)

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

Legal Line Item Totals

	Orig. Adopted Budget	Revised Budget	Prior Years Expended	Period 01 Beg. Balance	YTD Transf./ Modified	YTD Open Encumbered	Current YTD Expended	Ending Balance
SW	318,600.00	318,600.00	158,278.50	160,321.50	.00	.00	35,804.00	124,517.50
OE	1,056,098.00	1,056,098.00	213,945.37	842,152.63	.00	62,382.32	226,094.38	553,675.93
Tot	1,374,698.00	1,374,698.00	372,223.87	1,002,474.13	.00	62,382.32	261,898.38	678,193.43

[Print Account](#)

[View Open Enc.](#)

[View Lgl. Line](#)

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

City Clerk File No. RES. 10-595

Agenda No. 10.2.14.

DEFEATED AUG 25 2010



TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ENGINEERING AND DESIGN OF A PLAZA AT THE JUNCTION, THE INTERSECTION OF COMMUNIPAW AVENUE, GRAND STREET AND SUMMIT AVENUE, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION, PROJECT NO. 05-008

COUNCIL AS A WHOLE
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, Resolution No. 05-425 approved on June 8, 2005 awarded a Professional Engineering services contract to Dresdner Robin Environmental Management, Inc., in the amount of \$59,584.80 to provide design services for The Junction Project; and

WHEREAS, by Resolution No. 08-604 approved on August 6, 2008 the total contract amount was amended to \$130,300.44; and

WHEREAS, due to recently updated NJDOT specifications, the plans and contract documents has to be updated also; and

WHEREAS, Dresdner Robin has submitted a proposal dated April 27, 2010 for an amount of \$17,000.00 to updated the plans and contract documents and to complete this project in whole bringing the total contract amount to \$147,300.44; and

DEFEATED

WHEREAS, funds to cover these additional services are available from:

Acct. No. 01-201-2~~6~~-113-312

P.O. 100961

\$17,000.00

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, Dresdner Robin has previously completed and submitted a Business Entity Disclosure Certification which certified that Dresdner Robin 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 Dresdner Robin Environmental Management, Inc., from making any reportable contributions during the term of the contract; and

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

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Contract Law N.J.S.A. 40A:11-1 et. seq.; and

DEFEATED

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ENGINEERING AND DESIGN OF A PLAZA AT THE JUNCTION, THE INTERSECTION OF COMMUNIPAW AVENUE, GRAND STREET AND SUMMIT AVENUE, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION, PROJECT NO. 05-008

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

1. The above recitals are incorporated herein by reference.
2. The Contract with Dresdner Robin Environmental Management, Inc. is amended to increase the contract amount by an additional \$17,000.00, for a total contract amount of \$147,300.44
3. Notice of this amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

DEFEATED

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Acct. No. 01-201-~~20~~-113-312

P.O. 100961

\$17,000.00

Approved: [Signature]

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

8/3/10

APPROVED: [Signature]

RODNEY HADLEY, DPW DIRECTOR

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

DEFEATED 3-3-2

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO		ABSTAIN		GAUGHAN		ABSTAIN		VEGA		ABSENT	
DONNELLY		✓		FULOP		✓		FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES		✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

DEFEATED

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

[Signature]

Peter M. Brennan, President of Council

DEFEATED [Signature]

Robert Byrne, City Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC.

Trade Name:

Address: 371 WARREN ST PO BOX 38
JERSEY CITY, NJ 07303-0038

Certificate Number: 0104629

Effective Date: June 12, 1992

Date of Issuance: August 16, 2010

For Office Use Only:

20100816142804580

State of New Jersey

Division of Consumer Affairs

State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

DRESDNER ROBIN ENVIRONMENTAL MGMT., INC.
371 WARREN STREET
Jersey City NJ 07302

has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION

to offer the following services

Surveying & Land Surveying

07/01/2004

08/31/2008

in Responsible Charge

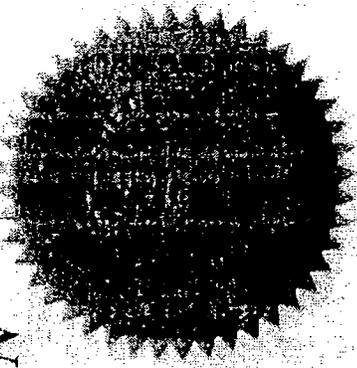
FREDERICK W WORSTELL

For names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pdfs/centrpt.pdf>

August 11, 2008
Certificate No. 240-0750260000
Expiration: August 31, 2008



Executive Director



**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 : Dresdner Robin Environmental Management, Inc.

Address : 371 Warren Street, Jersey City, NJ 07302

Telephone No. : 201-217-9200

Contact Name : Fred Worstell

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

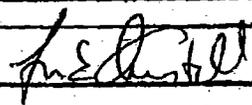
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Dresdner Robin

SIGNATURE:  DATE: July 28, 2008

PRINT NAME: Fred Worstell TITLE: President

**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-JAN-2006** to **15-JAN-2013**

**DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT
371 WARREN STREET
JERSEY CITY NJ 07302 3035**



John P. Lawrence

State Treasurer

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Fred Worstell/President
Representative's Signature: [Signature]
Name of Company: Dresaner Robin

Tel. No.: 201-217-9200 Date: July 28, 2008

PROCUREMENT AND SERVICE CONTRACTS
LANGUAGE AAA

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) N.J.A.C. 17:27

1. Does this contract have the potential of having a dollar value of \$ 17,500.00 or better?

- () Yes (If yes, complete #2)
() No (If no, no further documentation is required)

2. Does your company have a Federal Affirmative Action Plan Approval Letter?

- () Yes (If yes, submit a photostat copy)
() No (If no, complete AA@ below)

1. Does your company have a Certificate of Employee Information Report?

- () Yes (If yes, submit a photostat copy)
() No (If no, complete AB@ below)

2. If you do not have either of the above mentioned documents, an Affirmative Action Employee Information Report Form (AA-302) will be returned to you for your completion.

3. Each contract over \$17,500.00 must also contain Language AA@.

4. Type of Business

A. Are you a woman owned business?

- () Yes () No

B. Are you (Check One):

- () African-American () Latino
() Asian- American () American Indian
() Caucasian

C. If you are not a woman owned business, is at least 51% of your business owned by a (Check One):

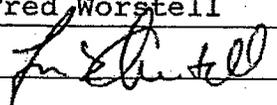
- () African-American () Latino
() Asian- American () American Indian

Contractors for goods and services, that are not subject to a Federally approved or sanctioned affirmative action program 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:

1. Letter of Federal Approval OR 2. Certificate of Employee Information Report OR
3. Affirmative Action Employee Information Report Form (AA-302)

I certify that the above information is correct to the best of my knowledge.

Name: Fred Worstell Title: President

Signature:  Date: July 28, 2008

CONTRACTOR: PLEASE COMPLETE AND SIGN THIS FORM AND RETURN IT WITH YOUR CONTRACT OR BID PROPOSAL.

*** AN EQUAL OPPORTUNITY EMPLOYER ***

Special Note: This questionnaire must be completed, signed and returned with your bid.

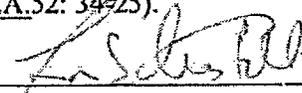
NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am President
of the firm of Dresdner Robin

the vendor submitting the Qualification Statement for the above named project, and that I executed the said qualification statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52: 34-25).

(Signature of respondent)


Fred Corstall

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

November 17 OF 20 06

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

KAREN MANZO

NOTARY PUBLIC OF

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES: 20

My Commission Expires June 17, 2008


Karen Manzo

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

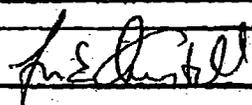
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Dresdner Robin

SIGNATURE:  DATE: July 28, 2008

PRINT NAME: Fred Worstell TITLE: President

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

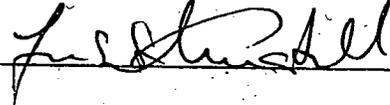
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Dresdner Robin Env. Mgmt 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 Dresdner Robin Env. Mgmt 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.

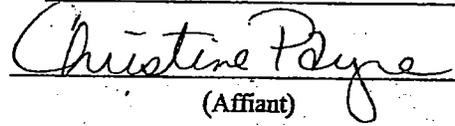
Name of Business Entity: Dresdner Robin Environmental Management Inc.

Signed  Title: President

Print Name: Frederick Worstell Date: 8/16

Subscribed and sworn before me
this 16 day of August 2010.

My Commission expires: 6/18/2014


(Affiant)

Christine Payne
(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-2Q.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

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

Mariano Vega, Jr. Election Fund	Gaughan Election Fund
Friends of Peter Brennan Election Fund	Fulop 2009 Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
David P. Donnelly	Healy for Mayor 2009
Friends of Nidia R. Lopez	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Frederick Worstell	30 Oak Ridge Rd. Basking Ridge NJ07920

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: Dresdner Robin Environmental Management Inc.

Signed: [Signature] Title: President

Print Name: Frederick Worstell Date: 8/16/2010

Subscribed and sworn before me this <u>16th</u> day of <u>August</u> , 2010 My Commission expires: <u>6/18/2014</u>	<u>[Signature]</u> (Affiant) <u>Christine Payne, Notary</u> (Print name & title of affiant) (Corporate Seal)
---	---

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-JAN-2006** to **15-JAN-2013**

DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT
371 WARREN STREET
JERSEY CITY NJ 07302 3035



A handwritten signature in cursive script, appearing to read "John P. Lomenzo".

State Treasurer

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

City Clerk File No. _____

Agenda No. _____

Approved: _____

TITLE:



RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ENGINEERING AND DESIGN OF A PLAZA AT THE JUNCTION, THE INTERSECTION OF COMMUNIPAW AVENUE, GRAND STREET AND SUMMIT AVENUE, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION, PROJECT NO. 05-008

COUNCIL AS A WHOLE
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, Resolution No. 05-425 approved on June 8, 2005 awarded a Professional Engineering services contract to Dresdner Robin Environmental Management, Inc., in the amount of \$59,584.80 to provide design services for The Junction Project; and

WHEREAS, by Resolution No. 08-604 approved on August 6, 2008 the total contract amount was amended to \$130,300.44; and

WHEREAS, due to recently updated NJDOT specifications, the plans and contract documents has to be updated also; and

WHEREAS, Dresdner Robin has submitted a proposal dated April 27, 2010 for an amount of \$17,000.00 to updated the plans and contract documents and to complete this project in whole bringing the total contract amount to \$147,300.44; and

WHEREAS, funds to cover these additional services are available from:

Acct. No. 01-201- 26 -113-312	P.O.	\$17,000.00
--	------	-------------

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, Dresdner Robin has previously completed and submitted a Business Entity Disclosure Certification which certified that Dresdner Robin 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 Dresdner Robin Environmental Management, Inc., from making any reportable contributions during the term of the contract; and

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

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Contract Law N.J.S.A. 40A:11-1 et seq.; and

TITLE:

RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE ENGINEERING AND DESIGN OF A PLAZA AT THE JUNCTION, THE INTERSECTION OF COMMUNIPAW AVENUE, GRAND STREET AND SUMMIT AVENUE, FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION, PROJECT NO. 05-008

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

1. The above recitals are incorporated herein by reference.
2. The Contract with Dresdner Robin Environmental Management, Inc. is amended to increase the contract amount by an additional \$17,000.00, for a total contract amount of \$147,300.44
3. Notice of this amendment shall be published once in a newspaper of general circulation in the City of Jersey City as required by law.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I _____ (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et. seq.

Acct. No. 01-201-20-113-312

P.O. 100961

\$17,000.00

Approved: _____



8/3/10

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

APPROVED: _____
RODNEY HADLEY, DPW DIRECTOR

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required

Not Required

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				VEGA			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-596

Agenda No. 10.2.15.

Approved: AUG 25 2010

TITLE:



RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH NU-WAY CONCESSIONAIRES, INC. TO PROVIDE MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need to provide meals for the Senior Congregate Sites for the Department of Health & Human Services; and

WHEREAS, on July 16, 2008 the City of Jersey City (City) approved Resolution No. 08-547 awarding the sole bidder Nu-Way Concessionaires, Inc. a contract in the amount of \$1,258,114.00 to provide Senior Congregate Sites meals for the Department of Health & Human Services for a period of Twelve (12) months effective July 1, 2008 thru June 30, 2009; and

WHEREAS, the City in accordance with the bidding specifications desires to exercise its option of extending the contract for an additional Twelve (12) months effective July 1, 2010 thru June 30, 2011; and

WHEREAS, the funds in the amount of Forty Thousand dollars (\$40,000.00) are available in account no. 2-213-40-018-314; and

WHEREAS, the remaining contract funds of One Million, Two Hundred, Eighteen Thousand and One Hundred Fourteen dollars (\$1,218,114.00) will be made available in the FY 2011 Temporary and Permanent Budgets; and

WHEREAS, if funds are not available for the contract in the FY 2011 Temporary and Permanent Budgets, the contract will be terminated.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of Jersey City that said extension of contract to Nu-Way Concessionaires, Inc. be approved and awarded to said company in the amount above, and that such a contract be 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

TITLE:

RESOLUTION AUTHORIZING EXTENSION OF CONTRACT WITH NU-WAY CONCESSIONAIRES, INC. TO PROVIDE MEALS FOR THE SENIOR CONGREGATE SITES NUTRITION PROGRAM FOR THE DEPARTMENT OF HEALTH & HUMAN SERVICES

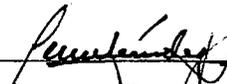
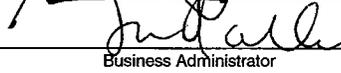
RESOLVED, pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 fiscal year permanent budget.

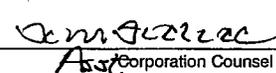
RESOLVED, that this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and be it further

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

I hereby certify that funds in the amount of \$40,000.00 are available for payment of this resolution in Account No. 02-213-40-018-314, PO# 100866 Department of Health & Human Services.


 Donna Mauer
 Chief Financial Officer

APPROVED: 
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required

Not Required

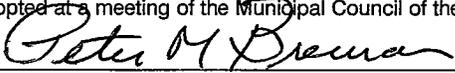
APPROVED 8-0
8/25/10

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contract

Questions in reference to EEO/AA Requirements for Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative Action
280 Grove Street Room-103
Jersey City, NJ 07302
Tel. #201-547-4533
Fax #201-547-5088
Email Address: abuanJ@jcnj.org

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representatives of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont.)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expressions, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

In conforming with targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with statutes and court decisions of the State of New Jersey, and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee information report
Employee information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish 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): MICHAEL R. LIBBER / GENERAL MGR.
Representative's Signature: Michael R. Libber
Name of Company: NU-WAY CONCESSIONAIRE INC.
Tel. No.: 201-997-4851 Date: 7/14/10

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: MICHAEL R. LIEBEL / GENERAL MGR.
Representative's Signature: Michael R. Liebel
Name of Company: NU-WAY CONCESSIONAIRE INC.
Tel. No.: 201-997-4851 Date: 7/14/10

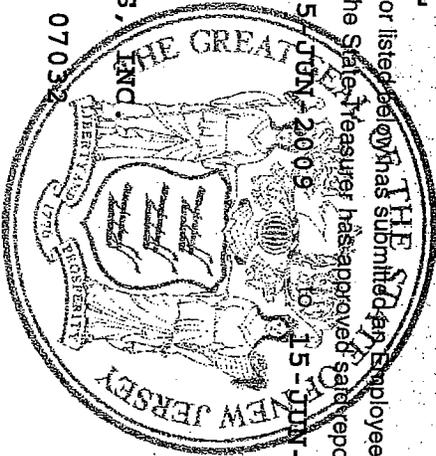
CERTIFICATE OF EMPLOYEE INFORMATION REPORT Certification 4766

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2009 to 15-JUN-2012

NU-WAY CONCESSIONARIES, INC.
345 BERGEN AVENUE
KEARNY NJ 07032



A handwritten signature in black ink, appearing to be "D. P. ...".

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: NU-WAY CONCESSIONAIRES INC.

Address: 339 BERGEN AV. KEARNY, N.J. 07032

Telephone No.: 201-997-4851

Contact Name: MICHAEL R. LIEGER.

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**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: NU-WAY CONCESSIONAIRES INC.

Address: 339 BERGEN AV, KEARNY, N.J. 07032

Telephone No.: 201 - 997 - 4851

Contact Name: MICHAEL R. LIBER

Please check applicable category :

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned Business (WBE)

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

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

Non Construction Contracts

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

“New Jersey Business Registration Requirements”

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

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

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

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 PO BOX 232
 TRENTON, NJ 08646-0232

TAXPAYER NAME:	TRADE NAME:
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:
970-097-382/500	0107230
ADDRESS:	ISSUANCE DATE:
847 ROEBLING AVE TRENTON NJ 08611	07/14/04
EFFECTIVE DATE:	<i>John S. Kelly</i> <small>Acting Director</small>
07/01/04	

FORM-BRC(04-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004

For Office Use Only:
 200-4E01-4112823533

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should **edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, they list all legislative districts in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

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

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

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

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

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

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;
"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~ ~ ~ ~ ~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

**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 City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2009
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Philip J. Kenny for Council	Healy for Mayor 2009
Friends of Nidia 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
JOSEPH. PANTALEO	748 OAK ST. RIDGEFIELD, N.J.
GERDEE CARFORA	429 MAIN AV. WOODRIDGE, N.J.

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: NO-WAY CONCESSIONAIRE INC.
 Signature of Affiant: Michael R. Lieber Title: GENERAL MGR.
 Printed Name of Affiant: MICHAEL R. LIEBER Date: 7/10/10

Subscribed and sworn before me this 10th day of July, 2010.

My Commission expires: January 31, 2011

Karen Ann Muller
 (Witnessed or attested by)
Karen Ann Muller
 (Seal)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

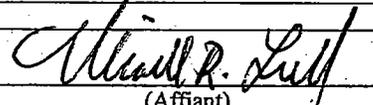
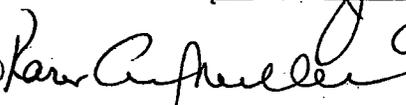
Check the box that represents the type of business organization:

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

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

Stockholders:

Name: JOSEPH PANTALEO	Name: GEORGE CAFFORA.
Home Address: 748 OAK ST. RIDGEFIELD N.J.	Home Address: 409 MAIN AV. WOODRIDGE, N.J.
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 10 th day of July, 2010	 (Affiant)
(Notary Public) 	MICHAEL R. LIEBER. (Print name & title of affiant)
My Commission expires: January 31, 2011	(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 NO-WAY CONCESSIONAIRE INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding 7-1-10 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract NO-WAY CONCESSIONAIRE 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: NO-WAY CONCESSIONAIRE INC.
Signed: Michael R. Littel Title: GENERAL MGR.
Print Name: MICHAEL R. LITTEL Date: 7/10/10

Karen A. Mueller
Subscribed and sworn before me
this day 10 of July, 2010.

My Commission expires: January 31, 2011

Michael R. Littel
(Affiant)

MICHAEL R. LITTEL
(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



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0415911 FOR NU-WAY CONCESSIONAIRES, INC. IS VALID.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 222
TRENTON, N.J. 08646-0222

TAXPAYER NAME:

NU-WAY CONCESSIONAIRES, INC.

ADDRESS:

339 BERGEN AVE
KEARNY NJ 07032

EFFECTIVE DATE:
08/20/71

TRADE NAME:

SEQUENCE NUMBER:
0415911

ISSUANCE DATE:
06/25/08

James P. Blumenthal
Director
New Jersey Division of Revenue

FORM-BRC
101-001-12000-001

This Certificate is NOT valid unless a valid seal is attached to the back of this certificate.

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

City Clerk File No. RES. 10-597

Agenda No. 10.2.16.

Approved: AUG 25 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY (PSE&G) FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREET LIGHTS FOR THE NEWARK AVENUE ROADWAY IMPROVEMENTS PHASE 3 ADDITIONAL SIDE STREET WORK, JERSEY CITY PROJECT NO. 09-006X FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the Municipal Council of the City of Jersey City on June 23, 2010 awarded a contract to Jogi Construction, Inc., Edison, New Jersey for the Newark Avenue Roadway Improvements Phase 3 Additional Side Street Work, (Coles Street to Summit Avenue) Jersey City Project No. 09-006X for the Department of Public Works, Division of Engineering, Traffic & Transportation (Resolution No.10-415); and

WHEREAS, as part of the project, all existing cobra head street lights on aluminum poles will be replaced with PSE&G (HADCO) decorative street lights; and

WHEREAS, PSE&G is the only entity who supplies power in the area; and

WHEREAS, PSE&G is the only entity who can furnish, install and maintain the decorative lights; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(l) (f), authorizes the City to contract without public bidding for the rendering of any service by a public utility company which is subject to the jurisdiction of the Board of Public Utilities (BPU), in accordance with tariffs and schedules of charges made, charged or exacted, and filed with the BPU; and

WHEREAS, PSE&G is a public utility company and has submitted a proposal dated August 5, 2010 in the amount of \$55,331.45 to purchase the decorative street lights and \$19,281.39 to install the decorative street lights for a total amount of \$74,612.84 in accordance with tariffs or schedules of charges filed with the BPU; and

WHEREAS, the sum of \$74,612.84 is available from the Newark Avenue Capital Account No. 04-215-55-880-990 to purchase and install the decorative street lights.

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

1. A contract in the amount of \$74,612.84 to purchase and install the decorative street lights is awarded to PSE&G Company.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A: 11-5(l) (f);
3. The Purchasing Agent and Business Administrator are authorized to take such other action as may be necessary to effectuate the purpose of the Resolution.
4. The award of this contract shall be subject to the condition that the Contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.

City Clerk File No. RES. 10-597
Agenda No. 10.2.16, AUG 2 5 2010

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY (PSE&G) FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREET LIGHTS FOR THE NEWARK AVENUE ROADWAY IMPROVEMENTS PHASE 3 ADDITIONAL SIDE STREET WORK, JERSEY CITY PROJECT NO. 09-006X FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

5. Upon notification of an official or employee of the City, authorized to attest that PSE&G has complied with the conditions of the Purchase Order, then payments to PSE&G will be made in accordance with the provisions of the Local Fiscal Affairs Law N.J.S.A. 40A:5-1 et. seq.

I, Donna Mauer, Donna Mauer as Chief Financial Officer hereby certify that funds are available for this expenditure in the amounts shown below in accordance with the Local Budget Law N.J.S.A. 40A:4-1 et. seq.

Department of Public Works, Division of Engineering, Traffic and Transportation

Account No. 04-215-55-880-990 (Newark Ave. City Capital) P.O. # 100966 \$74,612.84

Approved Chuck F. Lee 8/10/10
Chuck F. Lee, P.E., City Engineer

APPROVED: Rodney Hadley
RODNEY HADLEY, DPW DIRECTOR
APPROVED: John S. ...
Business Administrator

APPROVED AS TO LEGAL FORM
Demetrius ...
Asst Corporation Counsel

Certification Required
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

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

Robert Byrne
Robert Byrne, City Clerk

NEWARK AVE ROADWAY IMPROVEMENTS PHASE 3
JC PROJECT # PSE 4 X
09-006X EXHIBIT A

RECEIVED
10 AUG 10 AM 10:02
CITY OF JERSEY CITY
ENGINEERING
DIRECTOR'S OFFICE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): JEFFREY J. SMITH
AFFIRMATIVE ACTION COMPLIANCE MGR
Representative's Signature: [Signature]
Name of Company: PSEG
80 PARK PLAZA NEWARK NJ
Tel. No.: 973 430 6540 Date: 8/2/2010

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): JEFFREY J. SMITH AFFIRMATIVE ACTION COMPLIANCE MANAGER
Representative's Signature: [Signature]
Name of Company: PSEG 80 PARK PLAZA NEWARK NJ
Tel. No.: 973 430 6540 Date: 8/2/2010

**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 : PSELG
Address : 80 PARK PLAZA NEWARK NJ
Telephone No. : 973 430 6540
Contact Name : JEFFREY J. SMITH

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

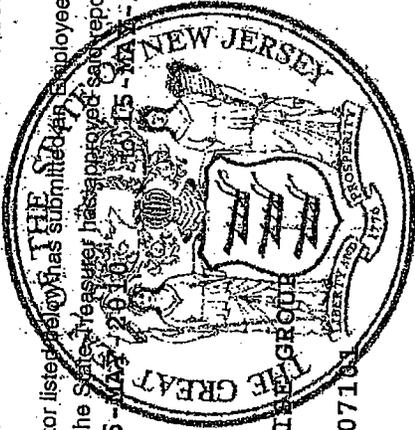
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Certification 7396

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 - MAY - 2013 TO 15 - MAY - 2013



PUBLIC SERVICE ENTERPRISE GROUP
80 PARK PLAZA, MC/T15A
NEWARK
NJ 07104



Andrew P. Sidamon-Eristoff
State Treasurer

U.S Department of Labor

Office of Federal Contract
Compliance Programs
200 Sheffield Street, Room 102
Mountainside, New Jersey 07092-2314



CERTIFIED MAIL
7005 1820 0004 0590 6737
RETURN RECEIPT REQUESTED

Reply to the Attention of:

April 8, 2008

Mr. Robert Piano
Division Manager Palisades
PSE&G Secaucus
325 County Avenue
Secaucus, NJ 07094

Re: Compliance Evaluation of PSE&G Secaucus.
Case No. R00142347

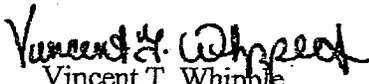
Dear Mr. Piano:

We recently scheduled a compliance evaluation of the equal employment opportunity policies and practices at your establishment located at 325 County Avenue, Secaucus, NJ 07094. During the compliance evaluation we reviewed your Affirmative Action Program (AAP) and support data, and on the basis of our review have determined not to proceed further with the compliance evaluation.

This letter is to notify you that the compliance evaluation has been closed. Please be aware that this has been a review of your AAP and support data, and does not represent a comprehensive evaluation of your employment practices and policies. Accordingly, this closure should not be interpreted as either a finding of compliance, or of noncompliance. We encourage you to continue your efforts towards equal employment opportunity, and your vigorous self-monitoring of both efforts and results.

We appreciate the cooperation and courtesies extended by you and your staff.

Sincerely,


Vincent T. Whipple
District Director
Mountainside District Office

cc: Jeffrey Smith, AA Compliance Manager
PSE&G Secaucus
Human Resources
80 Park Plaza, T21D
Newark, NJ 07102-4194

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

TRADE NAME:

TAXPAYER IDENTIFICATION#

221-212-800/000

ADDRESS:

80 PARK PLAZA, T9A
NEWARK NJ 07102

EFFECTIVE DATE:

07/25/24

SEQUENCE NUMBER:

0052256

ISSUANCE DATE:

09/08/04

FORM-BRC(08-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

John S. Kelly

0000



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062256 FOR PUBLIC SERVICE ELECTRIC AND GAS COMPANY
IS VALID.

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

City Clerk File No. RES. 10-598

Agenda No. 10.2.17.

Approved: AUG 25 2010

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY (PSE&G) FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREET LIGHTS FOR THE NEWARK AVENUE ROADWAY IMPROVEMENTS FEDERAL PROJECT NO. FS-7851 (102) JERSEY CITY PROJECT NO. 09-006 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

**COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:**

OFFERED AND MOVED ADOPTION THE

WHEREAS, the Municipal Council of the City of Jersey City on July 14, 2010 awarded a contract to Joseph M. Sanzari, Inc. Hackensack, New Jersey for the Newark Avenue Roadway Improvements (Coles Street to Summit Avenue) Federal Project No. FS-7851 (102) Jersey City Project No. 09-006 for the Department of Public Works, Division of Engineering, Traffic & Transportation (Resolution No. 10-489); and

WHEREAS, as part of the project, all existing cobra head street lights on aluminum poles will be replaced with PSE&G (HADCO) decorative street lights; and

WHEREAS, PSE&G is the only entity who supplies power in the area; and

WHEREAS, PSE&G is the only entity who can furnish, install and maintain the decorative lights; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(l) (f), authorizes the City to contract without public bidding for the rendering of any service by a public utility company which is subject to the jurisdiction of the Board of Public Utilities (BPU), in accordance with tariffs and schedules of charges made, charged or exacted, and filed with the BPU; and

WHEREAS, PSE&G is a public utility company and has submitted a proposal dated August 5, 2010 in the amount of \$438,614.30 to purchase the decorative street lights and \$266,346.16 to install the decorative street lights for a total amount of \$704,960.46 in accordance with tariffs or schedules of charges filed with the BPU; and

WHEREAS, the sum of \$704,960.46 is available from American Recovery and Reinvestment Act (ARRA) Grant Account No. 02-213-40-099-314 to purchase and install the decorative street lights.

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

1. A contract in the amount of \$704,960.46 to purchase and install the decorative street lights is awarded to PSE&G Company.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A: 11-5(l) (f);
3. The Purchasing Agent and Business Administrator are authorized to take such other action as may be necessary to effectuate the purpose of the Resolution.
4. The award of this contract shall be subject to the condition that the Contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.

City Clerk File No. RES. 10-598

Agenda No. 10.2.17. AUG 2 5 2010

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY (PSE&G) FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREET LIGHTS FOR THE NEWARK AVENUE ROADWAY IMPROVEMENTS FEDERAL PROJECT NO. FS-7851 (102) JERSEY CITY PROJECT NO. 09-006 FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

5. Upon notification of an official or employee of the City, authorized to attest that PSE&G has complied with the conditions of the Purchase Order, then payments to PSE&G will be made in accordance with the provisions of the Local Fiscal Affairs Law N.J.S.A. 40A:5-1 et. seq.

6. The award of this contract shall be subject to the approval of the New Jersey Department of Transportation, Bureau of Local Aid – Newark.

I Donna Mauer, Donna Mauer as Chief Financial Officer hereby certify that funds are available for this expenditure in the amounts shown below in accordance with the Local Budget Law N.J.S.A. 40A:4-1 et. seq.

Department of Public Works, Division of Engineering, Traffic and Transportation

Account No. 02-213-40-099-314 P.O. # 100965 \$ 704,960.46
(ARRA Grant)

Approved [Signature] 8/10/10
Chuck F. Lee, P.E., City Engineer

APPROVED: [Signature]
RODNEY HADLEY, DPW DIRECTOR

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
PSE&G Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA		ABSENT	
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

NEWARK AVE ROADWAY IMPROVEMENTS
FED # FS 7851(102) EXHIBIT A PSE + M
JC PROJECT # 09-006

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

RECEIVED
10 AUG 19 AM 10:01
CITY OF JERSEY
ENGINEERING
DIRECTOR'S OFFICE

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): JEFFREY J. SMITH
AA COMPLIANCE MGR
Representative's Signature: [Signature]
Name of Company: PSEC
80 PARK PLAZA NEWARK
Tel. No.: 973 436 6540 Date: 8/2/2010

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the CITY of JERSEY CITY (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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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): JEFFREY J. SMITH COMPLIANCE MGR AA
Representative's Signature: [Signature]
Name of Company: PSECO 80 PARK PLAZA NEWARK NJ
Tel. No.: 973 430 6540 Date: 8/2/2010

**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 : PSEG
Address : 80 PARK PLAZA NEWARK
Telephone No. : 973 430 6540
Contact Name : JEFFREY J. SMITH

Please check applicable category :

Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

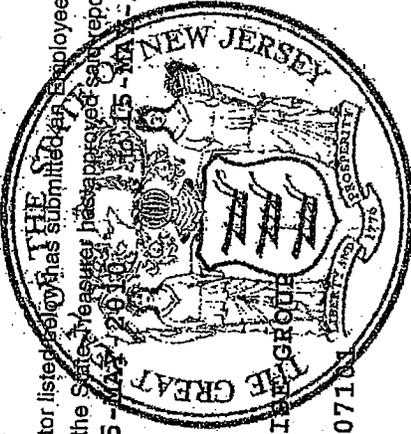
Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Certification 7396

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 - MAY - 2013 TO 15 - MAY - 2013



PUBLIC SERVICE ENTERPRISE GROUP
80 PARK PLAZA, MC/T15A
NEWARK
NJ 07102



Andrew P. Sidamon-Eristoff
State Treasurer

U.S Department of Labor

Office of Federal Contract
Compliance Programs
200 Sheffield Street, Room 102
Mountainside, New Jersey 07092-2314



CERTIFIED MAIL
7005 1820 0004 0590 6737
RETURN RECEIPT REQUESTED

Reply to the Attention of:

April 8, 2008

Mr. Robert Piano
Division Manager Palisades
PSE&G Secaucus
325 County Avenue
Secaucus, NJ 07094

Re: Compliance Evaluation of PSE&G Secaucus.
Case No. R00142347

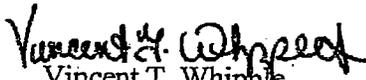
Dear Mr. Piano:

We recently scheduled a compliance evaluation of the equal employment opportunity policies and practices at your establishment located at 325 County Avenue, Secaucus, NJ 07094. During the compliance evaluation we reviewed your Affirmative Action Program (AAP) and support data, and on the basis of our review have determined not to proceed further with the compliance evaluation.

This letter is to notify you that the compliance evaluation has been closed. Please be aware that this has been a review of your AAP and support data, and does not represent a comprehensive evaluation of your employment practices and policies. Accordingly, this closure should not be interpreted as either a finding of compliance, or of noncompliance. We encourage you to continue your efforts towards equal employment opportunity, and your vigorous self-monitoring of both efforts and results.

We appreciate the cooperation and courtesies extended by you and your staff.

Sincerely,


Vincent T. Whipple
District Director
Mountainside District Office

cc: Jeffrey Smith, AA Compliance Manager
PSE&G Secaucus
Human Resources
80 Park Plaza, T21D
Newark, NJ 07102-4194



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062256 FOR PUBLIC SERVICE ELECTRIC AND GAS COMPANY
IS VALID.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 352
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

TAXPAYER IDENTIFICATION#

221-212-800/000

ADDRESS:

80 PARK PLAZA, 19A
NEWARK, NJ 07102

EFFECTIVE DATE:

07/25/24

TRADE NAME:

SEQUENCE NUMBER:

9062256

ISSUANCE DATE:

09/08/04

FORM-BRC(08-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

John S. Tully

33

SEE REVERSE SIDE FOR CERTIFICATE INFORMATION

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

City Clerk File No. RES. 10-599

Agenda No. 10.2.18.

Approved: AUG 25 2010

TITLE:



RESOLUTION AUTHORIZING AN EXTENSION TO A CONTRACT WITH BOWLES CORPORATE SERVICES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 09-696 approved on August 12, 2009 awarded a one (1) year contract in the amount of \$572,453.44 to Bowles Corporate Services, to provide security guard services for various locations; and

WHEREAS, the contract was for a one year term beginning on Sept. 1, 2009 and ending on August 31, 2010; and

WHEREAS, the bid specifications included an option to extend the contract with the same terms and conditions for two (2) one (1) year periods at the request of the City in accordance with N.J.S.A. 40A:11-15; and

WHEREAS, the Contractor has been performing the service in an effective and efficient manner; and

WHEREAS, pursuant to N.J.S.A. 40A:11-15 the City will exercise the option and the contract will be extended for one (1) year beginning Sept. 1, 2010 and ending on August 31, 2011; and

WHEREAS, the total cost of the contract extension is \$572,453.44; and

WHEREAS, pursuant to N.J.A.C. 50:30-5.5(e) the award of the contract shall be subject to the availability and appropriation of sufficient funds in the Fiscal Years 2011 and 2012 budgets in Account No. 01-201-31-433-314; and

WHEREAS, if funds are not available for the contract in the 2011 and 2010 temporary and permanent budgets, the contract will be terminated.

TITLE:

RESOLUTION AUTHORIZING AN EXTENSION TO A CONTRACT WITH BOWLES CORPORATE SERVICES TO PROVIDE SECURITY GUARD SERVICES FOR VARIOUS LOCATIONS

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to extend the contract with Bowles Corporate Services to provide security guard services for various locations.
2. The contract will be extended for one (1) year beginning Sept. 1, 2010 and ending on August 31 2011.
3. The total cost of the contract shall not exceed \$572,453.44
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 FY2011 temporary budget shall be subject to the availability and appropriation of sufficient funds in the FY2011 and 2012 permanent budgets.

I Donna Mauer Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$40,000.00 are available in acct. #01-201-31-433-314.

P.O. # 100647

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 APPROVED: [Signature] Business Administrator [Signature] Asst Corporation Counsel
 Certification Required
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA			ABSENT

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

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk



INTERDEPARTMENTAL MEMORANDUM

DEPARTMENT OF ADMINISTRATION OFFICE OF THE BUSINESS ADMINISTRATOR

TO: City Council Members

FROM: Steve Miller, Assistant Business Administrator *SM*

SUBJECT: ***RESOLUTION 10Z 18 – BOWLES CORPORATE SERVICES***

DATE: August 24, 2010

Pursuant to a request from Councilman Gaughan, please be advised of the functions of the security guards at each location:

1. City Hall - front desk receptionist and monitor the metal detector and x-ray machine
2. Municipal Court - front desk receptionist and monitor the metal detector and x-ray machine
3. Police Headquarters - front desk receptionist and monitor parking in front of the building
4. Community Center – front desk receptionist
5. Public Works - 1 guard / front gate receptionist – 1 guard / gas pump attendant
6. Health & Human Services – parking lot attendant



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BOWLES CORPORATE SERVICES, INC.
Trade Name:
Address: 335 BROAD STREET
CLIFTON, NJ 07013
Certificate Number: 0085392
Effective Date: February 13, 1997
Date of Issuance: July 27, 2010

For Office Use Only:

20100727102206808

Steve Miller

From: Steve Miller
Sent: Thursday, August 12, 2010 2:08 PM
To: John Kelly
Cc: Robert Byrne
Subject: Bowles Current Locations and Hours
Attachments: Bid Spec - Security Guard - Locations & Hours - 2 pages - new version.docx

Please find attached the locations and hours for the Bowles Security Guards. As of September 11, 2010, there would be on an annual basis, approximately 29,848 hours x \$15.44 per hour for a total of \$460,853.12. This amount will change if we add or delete security guards.

Please include the resolution (which was withdrawn at the last City Council meeting) to extend the Bowles contract on the August 18, 2010 City Council Agenda meeting.

This contract will end August 31, 2010 if the resolution is not approved.

Steve Miller
Assistant Business Administrator
1 Journal Square Plaza
Jersey City, NJ 07306
(201) 547-4744

Tracking:

LOCATION - MUNICIPAL COURT

TYPE	DAYS	HOURS	HR/DAY	HR/WK	HR/YR
1. Unarmed	Mon - Fri	8:00am-4:00pm	8	40	2080
2. Unarmed	Mon - Fri	8:00am-4:00pm	8	40	2080
3. Unarmed	Mon-Thurs	4:00pm-10:00pm	6	24	1248
4. Unarmed	Mon-Thurs	4:00pm-10:00pm	6	24	1248
TOTAL				128	6656

LOCATION - CITY HALL

TYPE	DAYS	HOURS	HR/DAY	HR/WK	HR/YR
1. Unarmed	Mon-Fri	7:00am-3:00pm	8	40	2080
2. Unarmed	Mon - Fri	3:00pm-10:00pm	8	40	2080
3. Unarmed	Sat - Sun - Hol	8:00am-4:00pm	8	16	832
TOTAL				96	4992

LOCATION - HEALTH & HUMAN SERVICES

TYPE	DAYS	HOURS	HR/DAY	HR/WK	HR/YR
1. Unarmed	Mon-Fri	6:00am-12:00pm	6	30	1560
2. Unarmed	Mon-Fri	12:00pm-5:00pm	5	25	1300
TOTAL				55	2860

LOCATION - MLK COMMUNITY CENTER

TYPE	DAYS	HOURS	HR/DAY	HR/WK	HR/YR
1. Unarmed	Mon-Fri	3:00pm-9:00pm	6	30	1560
2. Unarmed	Friday	9:00pm-1:00am	4	4	208
3. Unarmed	Saturday	9:00am-5:00pm	8	8	416
4. Unarmed	Saturday	5:00pm-2:00am	9	9	468
5. Unarmed	Sunday	1:00pm-10:00pm	9	9	468
TOTAL				60	3120

LOCATION - PUBLIC WORKS

TYPE	DAYS	HOURS	HR/DAY	HR/WK	HR/YR
1. Unarmed	Mon-Fri	7:00am-3:00pm	8	40	2080
2. Unarmed	Mon-Fri	3:00pm-11:00pm	8	40	2080
3. Unarmed	Mon-Fri	3:00pm-11:00pm	8	40	2080
4. Unarmed	Mon-Fri	11:00pm-7:00am	8	40	2080
5. Unarmed	Sat - Sun- Hol	7:00am-3:00am	8	16	832
6. Unarmed	Sat - Sun -Hol	7:00am-3:00pm	8	16	832
7. Unarmed	Sat - Sun - Hol	3:00pm-11:00pm	8	16	832
8. Unarmed	Sat- Sun - Hol	3:00pm-11:00pm	8	16	832
9. Unarmed	Sat - Sun - Hol	11:00pm-7:00am	8	16	832
TOTAL				240	12,480

City of jersey City Contracted Guards and Adresses

WRIGHT LISA J

JERSEY CITY NJ

07304

SIMMONS MARQUIS T

JERSEY CITY NJ

07305

TORRES JERMAIN A.

JERSEY CITY NJ

07310

GITTENS LAVINA

JERSEY CITY NJ

07304

SHABAZZ NABIJAH H

JERSEY CITY NJ

07304

WHITFIELD ALICE

JERSEY CITY NJ

07306

WILLIAMS NYIA S

JERSEY CITY NJ

07305

HARRIS SIDNEY V

JERSEY CITY NJ

07305

ONAMI TERRENCE

JERSEY CITY NJ

07305

JACKSON SHERIDA

JERSEY CITY NJ

07304

JACKSON SHONDA R

JERSEY CITY NJ

07304

PAGAN LORIL

JERSEY CITY NJ

07306

RIVERA NANCY

JERSEY CITY NJ

07305

AIKEN CHINA C.

JERSEY CITY NJ

07305

LAW BEN

NEWARK NJ 07103

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

City Clerk File No. RES. 10-600

Agenda No. 10.2.19.

Approved: AUG 25 2010



TITLE: RESOLUTION AWARDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T.Y. LIN INTERNATIONAL FOR CONSTRUCTION INSPECTION, MATERIAL TESTING AND CONSTRUCTION ADMINISTRATION SUPPORT SERVICES FOR NEWARK AVENUE ROADWAY IMPROVEMENTS PHASE 3 PROJECT NO.'S 09-006 & 09-006X FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

COUNCIL AS A WHOLE
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City (City) requires the professional services of an engineering firm to assist in the construction inspection, material testing and construction administration of the Newark Avenue Roadway Improvements Project No. 09-006 and the Newark Avenue Roadway Improvements Phase 3, Additional Side Street Work Project No. 09-006X; and

WHEREAS, Medina Consultants, P.C. (Medina) now known as T.Y. Lin International (TYLI) is familiar with the City's streetscape/roadway improvements program having designed and performed the construction inspection of the Newark Avenue Streetscape Improvements, Phase 1 & 2 Project No. 06-023 and designed the Newark Avenue Roadway Improvement Project No.'s 09-006 and 09-006X; and

WHEREAS, in response to a City of Jersey City request for a proposal specifically for this project, TYLI whose East District Headquarters is located at One Edgeview Drive, Hackettstown, New Jersey, 07840 submitted a revised proposal from their Newark, New Jersey branch office dated June 30, 2010 in the amount of \$167,700.00; and

WHEREAS, in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., the City, in March 2009, publicly advertised a Request for Qualifications (RFQ) for general civil engineering services through the "fair and open process" and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, Medina submitted a Qualification Statement in response to the City RFQ; and

WHEREAS, TYLI submitted a new Qualification Statement dated April 27, 2010 to reflect the new company; and

WHEREAS, TYLI is a pre-qualified engineering firm to provide technical and civil engineering assistance to support engineering functions such as design, construction inspection and management; and

WHEREAS, funds are available for this expenditure from

Acct # 04-215-55-880-990	P.O. # 100686	\$167,700.00
Acct # 04-215-55-880-990 (20% Testing Contingency)	P.O. # 100687	\$ 3,260.00
	Total	\$170,960.00

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contract Law, N.J.S.A. 19:40A: 11-1 et seq.; and

WHEREAS, the resolution authorizing the award and the agreement itself must be available for public inspection; and

WHEREAS, this contract is awarded pursuant to the fair and open process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

TITLE:

RESOLUTION AWARDING A PROFESSIONAL ENGINEERING SERVICES CONTRACT TO T.Y. LIN INTERNATIONAL FOR CONSTRUCTION INSPECTION, MATERIAL TESTING AND CONSTRUCTION ADMINISTRATION SUPPORT SERVICES FOR NEWARK AVENUE ROADWAY IMPROVEMENTS PHASE 3 PROJECT NO.'S 09-006 & 09-006X FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

WHEREAS, TYLI has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance 08-128 adopted on September 3, 2008.

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

1. The Mayor or Business Administrator is authorized to execute a professional services agreement, in substantially the form of the attached, with T.Y. Lin International, for providing engineering inspection and material testing services for a total contract amount not to exceed \$170,960.00; and
2. The term of the contract shall be 12 months from the date the contract is executed by the City's Business Administrator; and
3. This agreement is awarded without competitive bidding as a Professional Services Agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and
4. A copy of this Resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within 10 days of its adoption, N.J.S.A. 40A:11-1 et seq.; and
5. This contract is awarded using the Fair and Open Process of the Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and
6. The award of this contract shall be subject to the condition that the vendor provide satisfactory evidence of compliance with the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and
7. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

Acct: #04-215-55-880-990	P.O.# <u>100686</u>	\$ 167,700.00
Acct: # 04-215-55-880-990 (20% Testing Contingency)	P.O.# <u>100687</u>	\$ 3,260.00
		Total \$ 170,960.00

Approved: [Signature] 7/28/10
Chuck F. Lee, P.E., City Engineer

Approved: [Signature]
Rodney Hadley, DPW Director

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
City Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10				APPROVED 8-0							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA			ABSENT
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

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

1. Full Title of Resolution Agreement:

Resolution awarding a Professional Engineering Services Contract To T.Y. Lin International for Construction Inspection, Material Testing and Construction Administration Support Services for Newark Avenue Roadway Improvements Phase 3 Project No.'s 09-006 and 09-006X for the Department of Public Works, Division of Engineering, Traffic and Transportation.

2. Name and Title of Person Initiating the Resolution:

John Mucha, P.E., Supervising Engineer

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

Hire TY Lin International to assist in the construction inspection, material testing and construction management for the Newark Avenue Roadway Improvements Phase 3 Project No.'s 09-006 and 09-006X. Improvements will consist of charcoal gray curb and sidewalk, handicapped curb ramps with detectable warning surface, decorative street lights, milling and resurfacing, new traffic striping and signs, planting of new trees, new decorative benches and trash receptacles, video image detectors, and polymer resin imprinted crosswalks.

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

Newark Avenue is currently in poor condition with deteriorating curbs, sidewalks, asphalt pavement, traffic striping and a lack of traffic signs.

5. Anticipated Benefits to the Community:

Newark Avenue Roadway Improvement Projects will improve pedestrian and vehicular traffic flow and safety, decrease air pollution, improve aesthetics and encourage shopping and future redevelopment.

6. Cost of Proposed, Program or Purchase: (If equipment purchase, What does it Replace: How will the Program or Purchase be Funded)

Funding Sources

\$4,311,708.00 American Recovery and Reinvestment Act Grant for Construction
\$1,020,000.00 NJDOT Local Aid ATP 2010 Grant
\$2,422,000.00 Newark Avenue Streetscape Capital Account

Design

\$ 154,600.00 TYLI Professional Engineering Services Contract
For Design (City Funds: Operating Budget)

Construction Costs

Project No. 09-006 \$3,169,067.80 +20% Contingency \$633,813.56 = \$3,802,881.36
Project No. 09-006X \$1,185,761.52 +20% Contingency \$237,152.30 = \$1,422,913.82
\$4,354,829.32 Total Encumbered \$5,225,795.18

Inspection Costs

\$167,700.00 + 20% Testing Contingency \$3,260.00 = \$170,960.00
TY Lin International Professional Engineering Services Contract
(Newark Avenue Streetscape City Capital Funds)

7. Date Proposed Program or Project will Commence:

Project No. 09-006X awarded on June 23, 2010 to Jogi Construction, Inc., Edison, N.J.
Project No. 09-006 awarded on July 14, 2010 to Joseph M. Sanzari, Inc., Hackensack, N.J.
Construction on both projects to begin in September 2010.

8. Anticipated Completion Date:

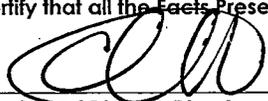
Construction to be completed in Spring 2011

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

John Mucha, P.E. (201) 547-4757
NAME PHONE EVENING

10. Additional Comments:

I certify that all the Facts Presented Herein are Accurate.


Signature of Division Director

7/28/10
Date


Signature of Department Director

7/28/10
Date

AGREEMENT

Agreement made this day of , 2010 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and T.Y. LIN INTERNATIONAL ONE EDGEVIEW DRIVE HACKETTSTOWN, NJ 07840, (hereinafter referred to as ("CONSULTANT")).

WHEREAS, the CITY requires the services of a professional engineering firm to provide construction inspection, material testing and construction administration support services on the Newark Avenue Roadway Improvements Phase 3 (Coles Street to Summit Avenue) Project No.'s 09-006 and 09-006X; and

WHEREAS, CONSULTANT submitted a revised proposal dated June 30, 2010, describing the services it would provide to the CITY for the fee of \$167,700.00 plus a 20% material testing contingency of \$3,260.00 for a total of \$170,960.00; and

WHEREAS, CONSULTANT has the skills and expertise necessary to undertake this project in matters relating to design and preparation of construction plans and specifications and construction inspection and construction administration support services; and

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

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with construction inspection, material testing and construction administration support services on the Newark Avenue Roadway Improvements Phase 3 (Coles Street to Summit Avenue), Project No.'s 09-006 and 09-006X.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional engineering services in accordance with this Agreement and the revised Proposal prepared by the CONSULTANT dated June 30, 2010, which is attached hereto and incorporated herein by reference. This Agreement and the Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of the Proposal, the provisions of this Agreement shall govern over the provisions of the Proposal.

2. Such described services shall be performed during a period of twelve (12) months after execution of this Agreement.

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

ARTICLE III

Contractual Relationship

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

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

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be on a monthly basis in accordance with the attached CONSULTANT'S revised proposal dated June 30, 2010, with a total cost not to exceed One Hundred Sixty Seven Thousand Seven Hundred Dollars and No Cents (\$167,700.00) plus a 20% material testing contingency of Three Thousand Two Hundred Sixty Dollars and No Cents (\$3,260.00) for a total of One Hundred Seventy Thousand Nine Hundred Sixty Dollars and No Cents (\$170,960.00).

2. CONSULTANT shall submit to CITY invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached proposal prepared by CONSULTANT. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

ARTICLE V

Insurance

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

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverage - covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability. The CITY of Jersey City, its agents, servants shall be named as additional named insured.

B. Automobile Liability Coverage: naming as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of the CONSULTANT in the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS (Statutory).

D. Professional Liability Insurance: covering as insured the CONSULTANT with not less than ONE MILLION (\$1,000,000.00) DOLLARS limit of liability. Said policy shall include an endorsement whereby the CONSULTANT indemnifies and holds harmless the CITY, its respective employees and all claims against any of them for personal injury or death or property damage arising solely out of the negligent performance of professional service or caused by error, omission or negligent act of the CONSULTANT or any one employed by the CONSULTANT.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number Project No. 09-006 and Project No. 09-006X.

2. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the CONSULTANT'S final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

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

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

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a monthly basis a Consulting Progress Monthly Payment Schedule Report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days' written notice. Upon receipt of termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

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

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Engineering, Traffic and Transportation of the CITY or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

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

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

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

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

3. CONSULTANT shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

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

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. CONSULTANT is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the

provisions of Title II of the Act are made a part of the contract. The CONTRACTOR is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

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

ARTICLE XIV

Entire Agreement

1. This agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement, whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

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

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

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

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

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

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

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract (contributions made prior to September 23, 2008 are exempt) that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

ATTEST:

JOHN KELLY
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

TY LIN INTERNATIONAL.

BY: _____
NAME
TITLE

APPROVED AS TO LEGAL FORM

CARMINE SCARPA
Assistant Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

PETER SORIERO
Risk Manager

7-26-10

June 30, 2010

Mr. Chuck Lee, P.E., Municipal Engineer
City of Jersey City, Division of Engineering
575 Route 440
Jersey City, NJ 07305

Re: Construction Inspection and Construction Administration Support Services
for the Improvements to Newark Avenue, Phase III
from Coles Street to Summit Avenue, City of Jersey City

Dear Mr. Lee:

TY Lin International (TYLI) is pleased to submit this revised proposal to provide Construction Inspection and Construction Administration Services for the Improvements to Newark Avenue from Coles Street to Summit Avenue in the City of Jersey City. The services identified in this proposal are basically related to inspection and construction administration support of the ARRA and the City Contracts for the improvements to Newark Avenue.

UNDERSTANDING OF THE PROJECT

The project entails streetscape improvements to Newark Avenue in two separate contracts. One contract is funded by the ARRA and mainly includes the improvements to Newark Avenue R.O.W. from Coles Street to Summit Avenue. The second contract, funded by the NJDOT and the City Capital Funds, includes the improvements to the intersecting streets and the Fire Station at the Southwest corner of Merseles Street and Newark Avenue, this contract is located within the same project limits as the project funded by ARRA. The services for these two projects are as follows:

SCOPE OF SERVICES

1. Construction Inspection and Administration Services

Construction Inspection and Construction Administration support are to be provided for each of the two projects because two contractors will be working at the same time within the project limits; one contractor will be performing the ARRA Project and a second contractor will be performing the City funded project. The tasks described below apply to the two contracts. The projects will be billed at our Year 2010 Hourly Rate, but we are including a NOT TO EXCEED amount for each contract for budget purpose. The projects are estimated to be completed in nine (9) months. Greg Maietta, the project engineer who designed Phase I&II and this phase of the project and also performed inspections during the construction of Phase I& II of this project will be assigned to perform the inspection of the Newark Avenue Improvements, Phase III.

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It is important to state that due to the way the project is funded, TYLI's inspector has to make sure that the inspection reports for each project are accurate (two (2) daily reports) and the measurement of quantities installed for each contract are recorded for the filing and submission of documents to the agencies sponsoring the project, specifically the ARRA documentation. In addition, record keeping of the project will be set in two separate files; one for the ARRA funded project and another for the City-funded project.

TYLI has a budget in the design contract to assist the City in the bid process of the project; therefore we are not including these services in this proposal.

TYLI will provide Construction Inspection and Construction Administration support services during the construction of the project, as follows:

- A. Assist the City Engineer in the pre-construction meeting process.
- B. Request a project schedule from the General Contractor and maintain the project schedule. Report any changes and reasons for the changes in the project schedule to the City Engineer's Office.
- C. Perform field tests as needed to verify quality of concrete prior to installation.
- D. Provide one full-time inspector, (additional inspectors to be provided by the City as the two contracts progress and as needed) for the daily field inspection of the two projects. The responsibilities of the inspectors include the preparation of field inspection reports (Federal Aid Inspection Report); measure and record daily quantities installed by the contractor, report to the resident engineer of any work or material not in compliance with the bid plans and documents, review summary of quantities provided by the contractor in his invoices to the City, and perform material field testing when appropriate. Communicate to the resident engineer (from the City Engineer's Office) of any community concern brought to his attention.
- E. Provide office staff (one engineer) for the review of shop drawings and material testing, respond to RFI's, record keeping of the project documentation and back up information. Assist the City Engineer in the preparation of ARRA Reports and the close-out documentation of the two contracts.
- F. Collect samples and perform field testing of concrete as per NJDOT specifications for acceptance of the installation of concrete items. The laboratory testing of concrete samples will be performed by our sub-contractor KEY-TECH. We are estimating 4 cylinders a day for 115 days mainly for the ARRA project (460 cylinders), number of trips is estimated at 100. A proposal from KEY-TECH for this work is included.
- G. Collect samples and perform laboratory testing of asphalt as per the NJDOT specifications for the installation of asphalt pavements. This task will be performed by KEY-TECH and their proposal includes fees for this work. We estimate 15 core samples for the ARRA project and 5 for the side streets.

REQUESTED FEES

Task I: Construction Inspection and Administration Services	
Newark Avenue ARRA Contract NOT TO EXCEED	\$123,300
Newark Avenue City Contract NOT TO EXCEED	\$28,100
KEY-TECH NOT TO EXCEED	\$15,000

This project will include direct expenses to cover the cost of equipment to perform field testing of concrete. This field testing of concrete is typically done by a sub-contractor specialized in this type of work, however, the TYLI inspector assigned to this project is ACI Certified and will perform the field tests as part of his daily duties. This is a cost saving to the project and we are only adding the cost of purchasing the equipment necessary to perform the tests and to collect samples. The total cost of equipment is estimated at \$1,300. The equipment required includes a thermometer for reading of concrete temperature, stop watch, slump test set, pressure meter and calibrator, trowel, tamping rod, strike off bar, rubber mallet and cylinder rack. The equipment will be turned to the City upon completion of the project.

Total amount for the Construction Inspection and Administration Services of the two contracts for the Improvements to Newark Avenue Phase III are NOT TO EXCEED \$167,700.00. This fee includes all direct expenses, such as mail, photos and reproduction of plans and documents.

Should you have any questions, or require additional information, please feel free to contact me at our Newark, NJ office at (973) 286-2891 ext. 301.

Very truly yours,



Edwin A. Reimon, P.E., C.M.E.
Associate Vice-President
Branch Manager, Newark

2010 Hourly Rate Schedule:

Principal/Director	\$168.00
Project Manager	\$168.00
Landscape Architect	\$120.00
Project Engineer	\$125.00
Project Environmental Scientist	\$110.00
Project Planner	\$110.00
Project Surveyor	\$110.00
Senior Environmental Scientist	\$110.00
Senior Engineer	\$110.00
Senior Surveyor	\$100.00
Engineer	\$95.00
Planner	\$95.00
Environmental Scientist	\$95.00
CAD Engineer	\$110.00
Resident Engineer	\$125.00
Field Inspector	\$95.00
Supervising Technician	\$110.00
Principal Technician	\$100.00
Technician	\$80.00
Administrative	\$65.00
Survey Crew (2-man)	\$172.00

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KEY – TECH

210 Maple Place P.O. Box 48 Keyport, NJ 07735 Phone 732-888-8308 FAX, 732-888-8307

**RE: RESURFACING NEWARK AVENUE
JERSEY CITY, NEW JERSEY
PROPOSAL OF SERVICES AND FEE SCHEDULE**

STRUCTURAL INSPECTIONS (Special Inspections)

I. Controlled Concrete

Field Inspection

- (a) Inspector at the project site to approve materials; observe mixing and placement of concrete, fabricate test cylinders, conduct slump tests, air tests, monitor temperatures and check yield as required . per day \$ 320.00
or portion thereof

II. Test Cylinders

- (a) Cap, cure, test and report results of 4" x 8" test cylinders per cylinder \$ 13.00
(b) Transportation of concrete test cylinders/molds per trip \$ 70.00

III. Bituminous Concrete Core Drilling

- (a) Supply drilling unit and labor to obtain twenty (20) HMA 6" surface course core samples. Cores will be tested for air voids, composition and thickness. Location of cores to be determined by the City of Jersey City Division of Engineering. per trip \$ 1,960.00

NOTE: The above per trip charge for core drilling is based upon minimal traffic control at no additional cost. Should local authorities or traffic conditions warrant lane closures and/or traffic directors, additional cost for local off-duty police officers would be charged at their cost to Key-Tech after authorization by the City of Jersey City, Division of Engineering

PROFESSIONAL SERVICES:

- A. Consultation services by management personnel as authorized per hour \$ 90.00
(Four Hour Minimum)
- B. Consultation services by Registered Professional Engineer, Licensed in the State of New Jersey per hour \$ 120.00
(Four Hour Minimum)

GENERAL NOTES:

A day is defined to be a normal eight (8) hour work day between the hours of 8:00A.M. to 4:30P.M. Any work performed beyond an eight (8) hour day or outside the period of 8:00 A.M. to 4:30P.M., or on Saturday, Sunday or a Holiday, will be billed at 150% of the prorated, hourly rate.

All material submitted for laboratory testing for use as structural or general fill shall be received in our laboratory at a minimum of forty-eight (48) hours prior to placement of material. All off-site material submitted for laboratory testing shall be received in our laboratory at a minimum of forty-eight (48) hours prior to being brought on-site and shall be accompanied by proper documentation (i.e. source of material, description, etc.).

Field inspection services only represent observed conditions at the time of inspection. No guarantees or warranties are granted or implied that the conditions observed will not change, particularly with regards to soil compaction which is influenced by natural and man made conditions.

Any cancellation the day of the scheduled inspection or any cancellation after 3:30 PM on the day prior to the scheduled inspection, will be charged sixty-five percent (65%) of the daily/trip rate of the scheduled inspection.

Any expenses incurred for out-of-state travel such as plane fares, meals, tolls, etc., will be billed as our direct cost as evidenced by accompanying paid vouchers.

AUTHORIZATION:

If the terms and conditions described above are acceptable to you, please sign one copy of this proposal and return it to our office.

ACCEPTED:

FOR: _____

BY: _____

TITLE: _____

DATE: _____

TYLININTERNATIONAL | MEDINA

engineers | planners | scientists

April 1, 2010

Bill Goble, PE
Municipal Engineer
Jersey City Division of Engineering
575 Route 440
Jersey City, NJ 07305

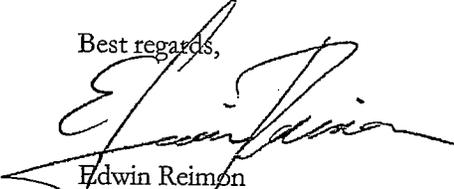
Re: Prequalification for T.Y. Lin International, formerly Medina Consultants

Dear Mr. Goble:

We are writing to inform you that as of April 1, 2010 Medina Consultants has been acquired by T.Y. Lin International and accordingly, we are updating our prequalification information. We are retaining all offices and staff and will continue to meet the needs of the Jersey City as outlined in our original submission. In order to assist in changing the name, we have enclosed our entire prequalification package with updated company information.

Should you require any additional information, please do not hesitate to contact me at 973.286.2891 or Karen Wenschhof at 908.850.3366. I look forward to our continued success with one another.

Best regards,



Edwin Reimon
Associate Vice President
Branch Manager - Newark

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TY·LIN INTERNATIONAL | MEDINA

engineers | planners | scientists

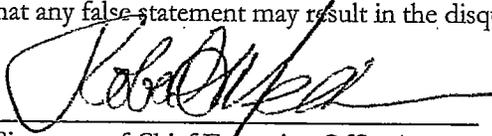
April 14, 2010

Attn: Mr. Bill Goble, PE
Municipal Engineer
Jersey City Division of Engineering
575 Route 440
Jersey City, NJ 07305

Dear Mr. Goble:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Qualifications (RFQ) issued by the City of Jersey City (City), originally dated March 2009, in connection with the City's need for General Civil Engineering Services.

I affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of my knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of T.Y. Lin International | Medina.

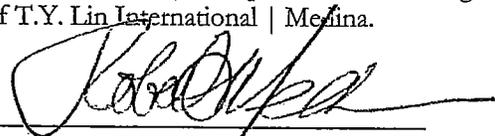


(Signature of Chief Executive Officer)

Robert Medina – Senior VP, East District Director
(Typed Name and Title)

T.Y. Lin International | Medina
(Typed Name of Firm)*

April 14, 2010
Dated



(Signature of Chief Financial Officer)

Robert Medina – Senior VP, East District Director
(Typed Name and Title)

T.Y. Lin International | Medina
(Typed Name of Firm)*

April 14, 2010
Dated

*If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Qualification.

An Affirmative Action / Equal Opportunity Employer M/F/D/V

April 27, 2010

Attn: Mr. Peter Folgado
Director of Purchasing
Department of Administration, Division of Purchasing
1 Journal Square Plaza
Jersey City, NJ 07306

Dear Mr. Folgado:

The undersigned as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Qualifications (RFQ), issued by the City of Jersey City (City), dated March 2009, in connection with the City's need for General Civil Engineering Services.

T.Y. Lin International HEREBY STATES

1. The Qualification Statement contains accurate, factual and complete information.
2. **T.Y. Lin International** agrees to participate in good faith in the procurement process as described in the RFQ and to adhere to the City's procurement schedule.
3. **T.Y. Lin International** acknowledges that all costs incurred by it in connection with the preparation and submission of the Qualification Statement and any Qualifications Statement prepared and submitted in response to the RFQ, or any negotiation which results therefrom shall be borne exclusively by the Respondent.
4. **T.Y. Lin International** hereby declares that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.
5. **T.Y. Lin International** declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. **T.Y. Lin International** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFQ.

7. **T.Y. Lin International** acknowledges that any contract executed with respect to the provision of General Civil Engineering Services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.



(Signature of Chief Executive Officer)

Robert Medina – Senior Vice President, East District Director
(Typed Name and Title)

T.Y. Lin International
(Typed Name of Firm)*

April 27, 2010
Dated

*If joint venture, partnership or other formal organization is submitting a qualification statement, each participant shall execute this Letter of Intent.

I. REQUIRED ADMINISTRATIVE FORMS

CITY OF JERSEY CITY, NJ
DEPARTMENT: Administration
PURPOSE: General Civil Engineering Services

REQUEST FOR QUALIFICATIONS
DIVISION: Engineering
DUE DATE:

SECTION 7: REQUIRED ADMINISTRATIVE FORMS

Please place the checklist and the required forms which follow at the front of your Qualification Statement to facilitate the City's review.

CITY OF JERSEY CITY

PROJECT: General Civil Engineering Services, 2009-2011.

RESPONDENT: T.Y. Lin International

RESPONDENT'S CHECKLIST

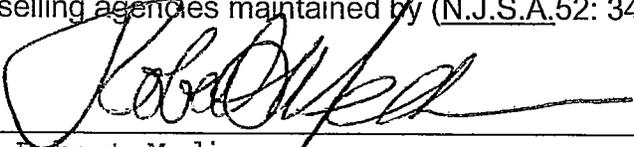
Item	Respondent Initials	Administration Review
A. Letter of Qualification		
B. Non-Collusion Affidavit properly notarized		
C. Public Disclosure Statement		
D. Mandatory Affirmative Action Language		
E. Americans with Disabilities Act		
F. MWBE Questionnaire		
G. Affirmative Action Compliance Notice		
H. Employee Information Report		
I. Business Registration Certificate		
J. Letter of intent		
K. Original signature(s) on all required forms.		
L. Public Works Contractor Registration		
M. NJDCA Engineering Firm Registration		
O. Ordinance 08-128 Vendor Affirmation & Signature		

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

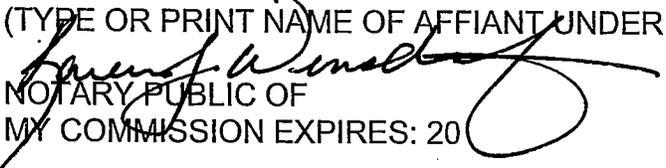
I certify that I am Robert Medina
of the firm T.Y. Lin International

the vendor submitting the Qualification Statement for the above named project, and that I executed the said qualification statement with full authority so to do; that said Respondent has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Qualification Statement and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Qualification Statement and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25).

(Signature of respondent) 
Robert Medina

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 28th Day of April OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20

KAREN J. WENSCHHOF
I.D. # 2368391
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/31/2012

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

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Please see attached Stockholder Disclosure Certificate		

SIGNATURE:

TITLE:

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY _____ OF 20 _____

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 _____

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

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business T.Y. Lin International

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

Name: T.Y. Lin International Group, Ltd.

Name: _____

Home Address: Two Harrison Street, Suite 500

Home Address: _____

San Francisco, CA 94105

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Ernest Wenzel
Subscribed and sworn before me this 27 day of April, 2010.

(Notary Public)

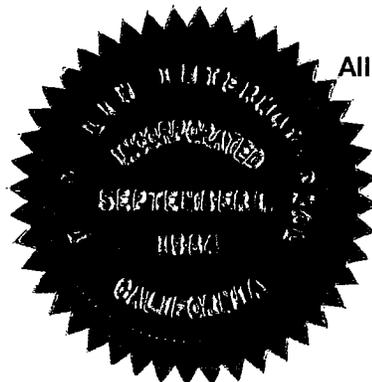
My Commission expires: 12.31.2012

Allison K. Bagby

(Affiant)

Allison K. Bagby, Assistant Secretary
(Print name & title of affiant)

(Corporate Seal)



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): Robert Medina, Senior Vice President
East District Director

Representative's Signature:



Name of Company:

T.Y. Lin International

Tel. No.: 908-850-3366 **Date:** April 13, 2010

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

Senior Vice President

The contractor and the East District Director of T.Y. Lin International (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

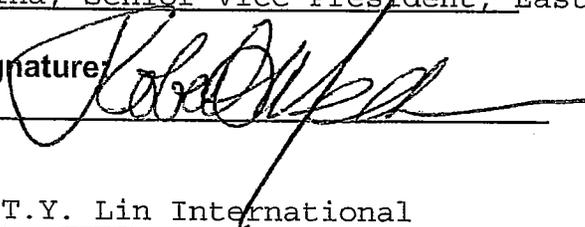
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title

Print): Robert Medina, Senior Vice President, East District Director

Representative's Signature:

A handwritten signature in black ink, appearing to read 'Robert Medina', is written over a horizontal line. The signature is stylized and cursive.

Name of Company:

T.Y. Lin International

Tel. No.: 908-850-3366

Date: April 13, 2010

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your qualification statement.

Business Name: T.Y. Lin International

Address: One Edgeview Drive

Telephone No.: 908-850-3366

Contact Name: Robert Medina

Please check applicable category:

- Minority Owned
- Minority & Woman Owned
- Woman Owned
- Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

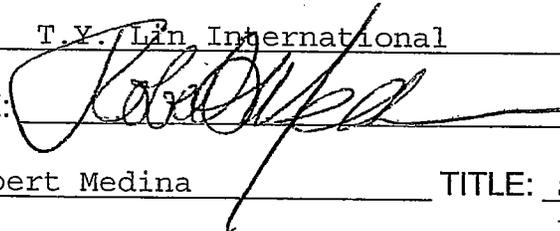
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: T.V. Lin International

SIGNATURE:  DATE: April 2, 2009

PRINT
NAME: Robert Medina TITLE: Senior Vice President
East District Director

BUSINESS REGISTRATION LANGUAGE AND SAMPLE BRC

Refer to <http://www.state.nj.us/treasury/revenue/busregcert.htm>)

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

MANDATORY BUSINESS REGISTRATION LANGUAGE

Non Construction Contracts

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

"New Jersey Business Registration Requirements"

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

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

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

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

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS	
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRACE NAME: CLIENT REGISTRATION
TAXPAYER IDENTIFICATION: 970-087-382/500	SEQUENCE NUMBER: 0107230
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04
EFFECTIVE DATE: 07/14/04	

John S. Kelly

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
280-4101-4112823533	

10/01/08

Taxpayer Identification# 363-262-349/000

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)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



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:

T.Y. LIN INTERNATIONAL

ADDRESS:

301 POPLARWOOD CT #127
RALEIGH NC 27604

EFFECTIVE DATE:

01/01/78

TRADE NAME:

SEQUENCE NUMBER:

0843756

ISSUANCE DATE:

10/01/08



Director
New Jersey Division of Revenue



JON S. CORZINE
Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
State Board of Professional Engineers and Land Surveyors
124 Halsey Street, 3rd Floor, Newark, NJ 07102
www.njconsumeraffairs.gov



ZULIMA V. FARBER
Attorney General

STEPHEN B. NOLAN
Acting Director

Mailing Address:
P.O. Box 45015
Newark, NJ 07101
(973) 504-6460
FAX: (973) 273-8020

IMPORTANT NOTICE TO ALL PROFESSIONAL ENGINEERS AND LAND SURVEYORS

RE: CERTIFICATE OF AUTHORIZATION

Please be advised that any corporation (except a professional service corporation established pursuant to the "Professional Service Corporation Act, N.J.S.A. 14A:17-1 et seq.), offering or providing professional engineering and/or land surveying services in the State of New Jersey **must obtain a Certificate of Authorization** from the State Board of Professional Engineers and Land Surveyors to perform these functions. Any corporation offering or providing said services without the requisite Certificate of Authorization is in violation of N.J.S.A. 45:8-56.

Very truly yours,

Arthur Russo

Arthur Russo
Executive Director
State Board of Professional Engineers
and Land Surveyors

State of New Jersey

Division of Consumer Affairs

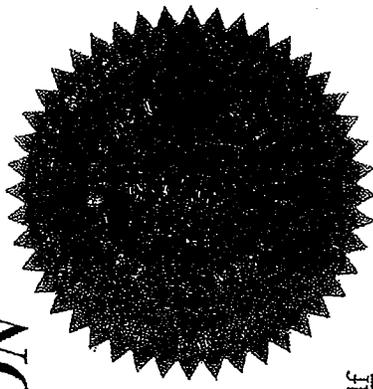
State Board of Professional Engineers and Land Surveyors

THIS CERTIFIES THAT

T.Y. LIN INTERNATIONAL
2 HARRISON ST., STE. 500
San Francisco CA 94105

Has met the requirements of the State Board of Professional Engineers and Land Surveyors and is hereby issued a

CERTIFICATE OF AUTHORIZATION



to offer the following services

Engineering & Land Surveying 09/01/2008 08/31/2010

Wayne David Goodyear

Person in Responsible Charge

For the names of other Responsible Charge Licensees, go to: <http://www.njconsumeraffairs.com/pels/cert rpt.pdf>

Date: March 10, 2010
Certificate No. 24GA27976000
Expiration: 08/31/2010

Executive Director

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

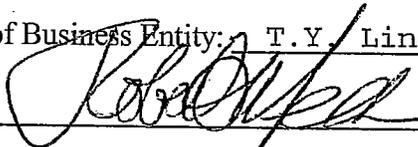
PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that T.Y. Lin International (name of business entity) has not made any reportable contributions in the **one-year period preceding April 13, 2010 (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 T.Y. Lin International (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

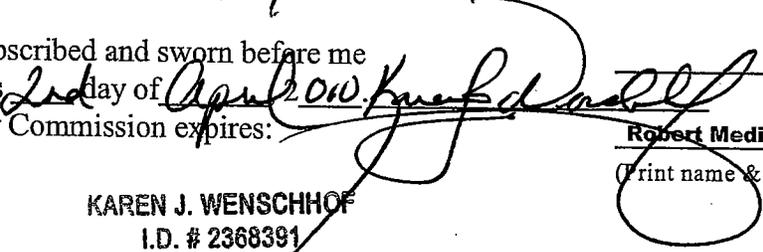
PART II - Signature and Attestation:

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: T.Y. Lin International

Signed  Title: Senior Vice President, East District Director

Print Name Robert Medina Date: April 2, 2009

Subscribed and sworn before me this 2nd day of April 2009  (Affiant)

My Commission expires: _____
Robert Medina, Senior Vice President, East District Director
(Print name & title of affiant) (Corporate Seal)

KAREN J. WENSCHHOF
I.D. # 2368391
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 12/31/2012

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Registration Date: 06/09/2010
Expiration Date: 06/08/2011



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:

T. In International 2010

Responsible Representative(s):

- Responsible Representative(s):**
 Joseph Messina, Vice-President
 Wassim Nader, Vice-President
 James Steere, Vice-President
 Robert Medina, Vice-President
 Chandu Bhoraniya, Director

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.

Certificate Number
677234

Affirmative Action Plan Summary

T.Y. Lin International
San Francisco, CA

May 1, 2009 - April 30, 2010

Confidential and Proprietary Information

This Affirmative Action Plan Summary is a confidential company document that is not available for general scrutiny. T.Y. Lin International limits access to this plan to those management, legal, and other executive staff who have a need to know its contents.

Policy Statement

EQUAL EMPLOYMENT OPPORTUNITY

T.Y. Lin International (TYLI) is an equal opportunity employer. The firm's EEO policy includes subsidiary companies of TYLI. The company recognizes and values the diverse men and women who make up our work force. TYLI is committed to equal opportunity for every employee and potential employee without regard to race, color, religion, creed, age, sex, national origin (including those for whom English is a second language), ancestry, citizenship, physical or mental disability (including learning disabilities), past history of mental disorder, medical conditions, pregnancy, family leave, veteran status (including disabled veterans and veterans of the Vietnam Era), marital status, sexual orientation, or any other non-job related factor.

All employment decisions, including recruiting, hiring, compensation, job titles, benefit programs, transfers, promotions, demotions, layoffs, terminations, recalls, training, education, apprenticeship programs, tuition assistance, and the availability of social and recreational programs will be made in accordance with the principles of equal employment opportunity based upon each employee's qualification and ability to perform.

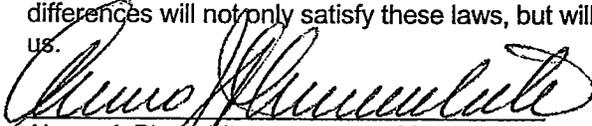
The Company is committed to providing a work environment free from unlawful harassment in accordance with federal, state and local laws and has adopted a firm policy against harassment.

TYLI maintains an Affirmative Action program for Women & Minorities and a program for Workers with Disabilities and Disabled Veterans and Veterans. Employees and applicants are invited to voluntarily self-identify. It is the policy of TYLI to seek and employ qualified personnel at all locations and to provide equal opportunities for all applicants and employees. TYLI will take affirmative action to employ and advance qualified individuals with disabilities, disabled veterans and veterans and will administer all personnel actions without regard to disability and base all such decisions on valid job requirements. TYLI will make reasonable accommodation to the known physical and mental limitations of an otherwise qualified individual unless it can demonstrate that the accommodation would impose an undue business hardship.

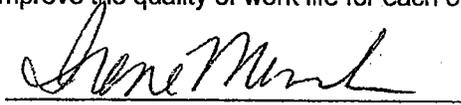
The Company is committed to complying with the regulations set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Act of 1974, as amended (38 U.S.C. 4212) and their implementing regulations.

TYLI has established an internal grievance procedure allowing employees to express his/her work-related concerns that may be construed as discrimination or unfair treatment regarding the policies described in this notice. If an employee or applicant wishes to pursue an employment concern, they should contact either the Human Resources Director/EEO Officer or President.

TYLI complies with applicable state and federal labor and employment laws and has established affirmative action programs to initiate and promote equal employment opportunity throughout the organization. Working together, valuing and respecting individual differences will not only satisfy these laws, but will improve the quality of work life for each of us.


Alvaro J. Piedrahita
President

May 7, 2009


Irene Minabe
EEO Officer

May 7, 2009

Confidentiality Notice to OFCCP

The Affirmative Action Program and supporting documents and data contain confidential information, which is subject to the provisions of the Trade Secrets Act, title 18 U.S.C. (United States Code) § 1905. See also *Chrysler Corp. v. Brown*, 441 U. S. 281 (1979).

To the extent required by regulations, T.Y. Lin International may loan a copy of this confidential Affirmative Action Program and related documents and support data to the federal government. Whenever T.Y. Lin International loans a copy of this confidential Affirmative Action Program and related documents and support data to the government, it does so on the condition that the government holds them totally confidential and will not release copies to any person whatsoever. Notice is hereby given of a request pursuant to the regulations of the Office of Federal Contract Program (hereinafter called OFCCP) that this Program be kept confidential.

T.Y. Lin International considers this Affirmative Action Program to be exempt from disclosure, reproduction and distribution under the Freedom of Information Act (FOIA) upon the grounds, among others, that such material constitutes:

- personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal of privacy, which are exempt from disclosure under 5 U.S.C. § 552(b) (6);
- confidential, commercial or financial information, which is exempt from disclosure under 5 U.S.C. § 552(b) (4);
- investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. § 552(b) (7) (c);
- matters specifically exempted from disclosure by statute, which are exempt from disclosure under 5 U.S.C. § 552 (c) (3).

Disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

T.Y. Lin International does not consent to the release of any information whatsoever contained in this Affirmative Action Program under the Freedom of Information Act or otherwise. If the federal government, or any agency or subdivision thereof, is considering breaching the conditions under which T.Y. Lin International loaned this

Affirmative Action Program to the OFCCP, or is considering a request for release of this Program or any related documents or support data under the Freedom of Information Act, T.Y. Lin International hereby requests that the government immediately notify T.Y. Lin International Vice President of Human Resources, Irene Minabe of any and all Freedom of Information Act requests received by the government or any other contemplated release of this Program or related materials by the government which relates to information obtained by the government from T.Y. Lin International. T.Y. Lin International further requests that everyone who has any contact with this Affirmative Action Program or its supporting documents and other data treat such information as confidential.

Affirmation of Non-Discrimination

T.Y. Lin International will not discriminate against any applicant or employee because of race, color, religion, sex or national origin. T.Y. Lin International will make all employment decisions in a non-discriminatory manner.

T.Y. Lin International has developed this Affirmative Action Program in accordance with the affirmative action guidelines issued by the OFCCP, 41 C.F.R. PARTS 6-1 and 60-2.

Purpose and Policy

The affirmative action plan for T.Y. Lin International is designed to reflect and reaffirm its commitment to equal employment opportunity for every employee and potential employee without regard to race, color, religion, creed, sex, national origin, age, disability, marital status, pregnancy, sexual orientation, citizenship, or veteran status or any other category protected under Federal, State, County or City Law. All employment decisions, including recruiting, hiring, compensation, job titles, benefit programs, transfers, promotions, layoffs, termination, recalls, training, education and tuition assistance, and the availability of social and recreational programs will be made in accordance with the principles of equal employment opportunity based upon each employee's qualification and ability to perform.

According to the current regulations, the affirmative action program for women and minorities has changed, unlike the program that affects workers with disabilities and veterans. Hence, T.Y. Lin International created a separate affirmative action plan for women and minorities to reflect the associated changes in regulations.

Policy Statement

It is the policy of T.Y. Lin International to seek and employ qualified personnel at all locations, and to provide equal employment opportunities for all applicants and employees in recruiting, hiring, placement, training, compensation and benefits, promotion, transfer, and termination. To achieve this, T.Y. Lin International will take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, creed, sex, national origin, age, disability, marital status, pregnancy, sexual orientation, citizenship, or veteran status or any other category protected under Federal, State, County or City Law.. Moreover, T.Y. Lin International will administer all personnel actions without regard to race, color, religion, creed, sex, national origin, age, disability, marital status, pregnancy, sexual orientation, citizenship, or veteran status or any other category protected under Federal, State, County or City Law and base all such decisions on valid job requirements.

T.Y. Lin International will ensure that applicants and employees are informed of the contents of its policy statement. Employees and applicants shall not be subject to unlawful harassment.

Internal Dissemination

T.Y. Lin International will continue to make its equal employment opportunity policy known internally by:

1. Posting the EEO policy statement.
2. Including the EEO policy in T.Y. Lin International Personnel Policies & Procedures Guide and employee handbook.
3. Explaining the EEO policy thoroughly in new employee orientation.
4. Conducting periodic meetings with executive, management, and supervisory personnel to explain the intent of the EEO policy, the President and CEO commitment, and individual responsibilities for effective implementation.
5. Publicizing the EEO policy in the T.Y. Lin International newsletter.
6. Picturing both minority and non-minority men and women in publications in which employees are featured.
7. Making current employees aware of the existence of the Affirmative Action Program and the benefits available to them.

External Dissemination

T.Y. Lin International makes its EEO policy known externally by:

1. Incorporating the equal employment opportunity clause in all purchase orders, leases, and contracts covered by Executive Order 11246, as amended.
2. Informing all recruiting sources in writing of T.Y. Lin International EEO policy, stipulating that the sources actively recruit and refer women and minorities for all positions for which they refer applicants.
3. Notifying, in writing, community agencies, community leaders, minority and women's organizations, and colleges and universities of T.Y. Lin International EEO policy.
4. Showing both minority and non-minority men and women when employees are pictured in recruiting and advertising materials.
5. Informing prospective employees of the existence of the T.Y. Lin International Affirmative Action Program and the benefits available to them under the Program.
6. Sending written notification of the T.Y. Lin International EEO policy to all subcontractors, vendors, and suppliers.

Affirmative Action Program Summary For Women and Minorities

**T.Y. Lin International
San Francisco, CA**

May 1, 2009 - April 30, 2010

CONFIDENTIAL AND PROPRIETARY INFORMATION

This Affirmative Action Plan Summary is a confidential company document that is not available for general scrutiny. T.Y. Lin International limits access to this plan to those management, legal, and other executive staff who have a need to know its contents.

T.Y. LIN INTERNATIONAL WORKFORCE PROFILE

MAY 1, 2009

	White		Black		Hispanic or Latino		Asian		American Indian Alaskan Native		Native Hawaiian Pacific Islander		2 Races Not Hispanic/Latino		Total Empl. (Incl. Minority)		Total All	% Minority	% Female
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female			
Officials/Mgrs.	34	2	0	0	8	1	6	1	0	0	0	0	1	0	49	4	53	30%	8%
Engineers	163	25	10	4	44	7	50	10	0	0	0	0	2	1	269	47	316	40%	15%
Other Professional	35	6	1	2	6	3	0	0	0	0	0	0	0	0	42	11	53	23%	21%
Admin./Acctg. Office/Clerical	7	45	3	10	3	14	2	11	0	2	1	1	0	2	16	85	101	45%	84%
Technicians	70	13	9	0	20	6	13	5	1	0	0	0	1	1	114	25	139	39%	18%
Total	309	91	23	16	81	31	71	27	1	2	1	1	4	4	490	172	662	38%	26%
Gender Total	77%	23%	59%	41%	72%	28%	72%	28%	33%	67%	50%	50%	50%	50%	74%	26%			
Total Workforce	47%	14%	3%	2%	12%	5%	11%	4%	0%	0%	0%	0%	1%	1%	74%	26%			
Total Workforce	60%		6%		17%		15%		0%		0%		1%		100%				

Organizational Profile – Workforce Analysis - §60-2.11

In accordance with § 60-2.11 (c), T.Y. Lin International has prepared an Organizational Profile in the form of a Workforce Analysis. The Workforce Analysis is based upon company personnel records as of May 1, 2009. Re: Employee list.

Job Group Analysis

§ 60-2.12

Pursuant to § 60-2.12 (b), T.Y. Lin International has grouped its job titles into job groups based on similarity of content, wage rates, and opportunities. Similarity of content refers to the duties and responsibilities of the job titles within the job group. Similarity of opportunities refers to training, transfers, promotions, pay, mobility, and other career enhancement opportunities offered by jobs within the job group. Pursuant to the Section-by-Section Analysis of Revised Regulations, 165 Fed. Reg. At 68029, T.Y. Lin International has considered the size of its workforce and the structure of its compensation system when evaluating the degree of similarity in wage rates appropriate for job group formation.

Placement of Incumbents in Job Groups

§ 60-2.13

Pursuant to § 60-2.13, T.Y. Lin International has separately stated the percentage of minorities and women that it employs in each job group. The following table sets forth these percentages for each job group.

Determining Availability

§ 60-2.14

Using the Availability Factor Computation Method, pursuant to § 60-2.14, T.Y. Lin International has estimated the availability of minorities and women for each job group.

Comparing Incumbency to Availability

Pursuant to 41 CFR 60-2.15, T.Y. Lin International has compared the percentage of minorities and women in each job group with the availability estimates of those job groups. When the percentage of minorities or women employed in a particular job group was less than would reasonably be expected given their availability for employment in that particular job group, T.Y. Lin International has established a placement goal.

Methods to identify "placement goals"

§ 60-2.15

Our goal for every Job Group, whether deficient or not, and our objective is to continue to employ affirmative action measures to ensure that our employment policies and practices are, in fact, non-discriminatory.

The regulations in 41-CFR 60-2.15 requires establishing "placement goals" for job groups "having fewer minorities or women in a particular job group than would reasonably be expected by their availability." The regulations, however, provide no guidance on what standard contractors should use to determine the reasonableness of differences between availability and incumbency. In fact, rulemaking procedures under The Administrative Procedure Act have not established any methods to determine "placement goals".

Under current practices, contractors are permitted to determine "placement goals" using a variety of methods. Either the Two-Standard Deviation Rule or the Exact Binomial method, applying the Rule of 9, appears to be the most appropriate.

In *Firestone Tire & Rubber Co., Inc. v. Marshall*, 507 F. Supp. 1330, 24 FEP (BNA) 1699 (Eastern District Texas 1981) (upholding the decision of the Administrative Law Judge), the court considered using a standard statistical probability formula, a precise test of statistical significance, to determine whether the difference between current employment of women and minorities and their availability in a particular job group was so large that it was unlikely to have occurred by chance.

We have elected to utilize the Exact Binomial test, which appears to be appropriate particularly for small job groups (as determined by applying the Rule of 9).

Furthermore, the compliance manual (the OFCCP's operating instructions to compliance staff) notes that small job groups are unlikely to permit meaningful analyses; i.e. job groups are deficient but without statistical significance, no goals.

Therefore, it is worth noting that the declaration of "placement goals" does not amount to an admission of impermissible conduct. It is neither a finding of discrimination nor an indication of a lack of good faith affirmative action efforts. Rather, it is a technical targeting term used by T.Y. Lin International as we seek to apply good faith efforts to increase the percentage of minorities and women in the work force. The following page sets forth T.Y. Lin International Annual Placement Goals.

Annual Placement Goals

§ 60-2.16

Pursuant to § 60-2.16, where T.Y. Lin International has determined that the percentage of minorities or women employed in a particular job group is less than would reasonably be expected given their availability percentage in that particular job group, T.Y. Lin International has established an Annual Placement Goal equal to the availability percentage for minorities or women, as appropriate, for that job group.

Designation of Responsibility

§ 60-2.17(a)

Pursuant to § 60-2.17(a) and (d), T.Y. Lin International has assigned to its Vice President of Human Resources, Irene Minabe with the full support of the senior management officials, responsibility for implementing this Affirmative Action Program. That responsibility includes the following:

- Annually, updating this Affirmative Action Program.
- Identifying problem areas;
- Performing an analysis of the organization's hires, terminations, and promotions to determine whether there are selection disparities;
- Performing an analysis of the organization's compensation system to determine if there are gender, race, or ethnicity-based disparities;
- Developing and implementing monitoring and reporting systems to measure the effectiveness of the Affirmative Action Program;

- Reviewing the results of T.Y. Lin International monitoring and reporting system with management and advising management of program effectiveness;
- Assisting management in addressing areas for improvement;
- Serving as liaison between the organization and EEO enforcement agencies.

Problem Area Analysis

§ 60-2.17 (b) (1)

Workforce by Organizational Unit and Job Group

Pursuant to § 60-2.17 (b) (1), the organization has performed an in-depth investigation of possible areas of opportunities in the workforce by organizational unit and job group.

Problem Area Analysis

§ 60-2.17(b) (2)

Workforce by Organizational Unit and Job Group

Pursuant to § 60-2.17 (b) (2), the organization has performed an in-depth investigation of possible challenging areas in applicant flow by job group, new hires by job group, terminations by job group, promotions by job group, and found no significant issues.

- **Analysis of New Hires by Job Group**
- **Analysis of Termination by Job Group**
- **Analysis of Promotions into Job Groups**
- **Analysis of Other Personnel Actions**

Problem Area Analysis

§ 60-2.17 (b) (3)

Compensation Systems

Pursuant to § 60-2.17 (b) (3), T.Y. Lin International has reviewed its compensation practices regarding starting pay and merit and promotional pay increases and found no significant issues.

Problem Area Analysis

§ 60-2.17 (b) (4)

Selection, Recruitment

Referral and Other Personnel Procedures

Pursuant to Section 60-2.17(b) (4), T.Y. Lin International has analyzed its selection, recruitment, referral, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women. In addition to the actions taken pursuant to §§ 60-2.17(b) (1), (2) and (3), T.Y. Lin International has reviewed its practices with regard to use of recruiting sources, use of search firms, posting of job openings, and use of the State Employment. T.Y. Lin International found no significant impediments to equal opportunity in any of these areas.

Problem Area Analysis

§ 60-2.17(b) (5)

Other Areas

T.Y. Lin International has reviewed its employment practices for any other obstacles to achieving equal opportunity and affirmative action objectives and found no significant issues.

Action-Oriented Programs

§60-2.17(c)

T.Y. Lin International has established an action-oriented plan to make the best faith effort in achieving its Placement Goals. This plan includes the following components:

- T.Y. Lin International informs its recruiting sources of its equal employment and affirmative action policies;
- T.Y. Lin International has identified specialized recruiting sources for minorities and women. We plan on notifying those sources of the organization's openings as they become available;
- T.Y. Lin International requires any search firm that is used to include minority and female candidates in their referrals on a non-discriminatory basis;
- T.Y. Lin International notifies the State Employment office of staff level openings to be filled by outside hires (except executive and top management positions);
- T.Y. Lin International maintains a Job Posting Program, which includes all salaried non-exempt jobs, and professional and supervisory vacancies up to the manager level. Under this Program, any employee may apply in writing for any vacancy. T.Y. Lin International offers counseling to employees concerning the enhancement for their qualifications for desired promotional opportunities;
- T.Y. Lin International sponsors a tuition reimbursement program open to all minority and female employees on a non-discriminatory basis; and
- T.Y. Lin International includes minorities and females on its Human Resources staff.

Internal Audit and Reporting System

§ 60-2.17(d)

Pursuant to § 60-2.17(d), T.Y. Lin International has developed and implemented an audit system and periodically measures and reports on the effectiveness of the Affirmative Action Program. This internal audit and reporting system monitors personnel activity, including hires, promotions, terminations, and compensation, at all levels to ensure that T.Y. Lin International policy of non-discrimination is carried out. T.Y. Lin International internal audit and reporting system reports on an annual basis the extent to which the organization maintained its affirmative action objectives. T.Y. Lin International's Vice President of Human Resources, Irene Minabe reviews the results of the monitoring system with management and advises top management of program effectiveness. The Vice President of Human Resources, Irene Minabe also assists line management in addressing areas for improvement.

AFFIRMATIVE ACTION PROGRAM

FOR

WORKERS WITH DISABILITIES

AND

DISABLED VETERANS AND VETERANS

AT

**T.Y. Lin International
San Francisco, CA**

For the Period

May 1, 2009 - April 30, 2010

**T.Y. LIN INTERNATIONAL
 DISABLED WORKERS AND VETERANS AFFIRMATIVE ACTION PLAN
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15	N/A (Not Applicable)	Other Matters

Inspection of This AAP

41 CFR 60-741.41

41 CFR 60-250.41

The full Affirmative Action Program for Disabled Workers, Disabled Veterans, and Veterans of the Vietnam Era shall be available for inspection by any applicant or employee upon request. The AAP can be obtained by contacting the Vice President of Human Resources, Irene Minabe .

Persons Covered by This Affirmative Action Program

41 CFR 60-741.2

41 CFR 60-250.2

Definitions

Individual with a disability means any person who:

- Has a physical or mental impairment which substantially limits one or more of such person's major life activities;
- Has a record of such impairment; or
- Is regarded as having such an impairment.

Substantially limits means:

- Unable to perform a major life activity that the average person in the general population can perform;
- Significantly restricted as to the condition, manner, or duration under which an individual can perform a particular major life activity as compared to the condition, manner, or duration under which the average person in the general population can perform that same major life activity; or
- Significantly restricted in the ability to perform either a class of jobs or a broad range of jobs in various classes as compared to the average person having comparable training, skills, and abilities. The inability to perform a single, particular job does not constitute a substantial limitation in the major life activity of working.

Major life activities means:

Functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Qualified individual with a disability means:

- An individual with a disability who satisfies the requisite skill, experience, education, and other job-related requirements of the position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position,

Except,

- The terms **individual with a disability** and **qualified individual with a disability** do not include individuals currently engaging in the illegal use of drugs, when the employer acts on the basis of such use. These terms also do not include an individual who is an alcoholic whose current use of alcohol prevents such individual from performing the essential functions of the employment position such individual holds or desires or whose employment, by reason of such current alcohol abuse, would constitute a direct threat to property or to the health or safety of the individual or others.

Disabled veteran means:

A person entitled to disability compensation under laws administered by the Veterans Administration for disability rated at 30 percent or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in the line of duty.

Qualified disabled veteran means:

A disabled veteran as defined above who is capable of performing a particular job, with reasonable accommodation to his or her disability.

Veteran of the Vietnam Era means:

A person who (1) served on active duty for a period of more than 180 days, and was discharged or released with other than a dishonorable discharge, if any part of such active duty occurred; (i) in the Republic of Vietnam between February 28, 1961 and May 7, 1975; or (ii) between August 5, 1964 and May 7, 1975, in all other cases; or (2) was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between (i) and (ii) above.

Recently Separated Veteran means:

Any veteran during the one-year period beginning on the date of such veteran's discharge or release from active duty.

Other Covered Veteran means:

Any veteran who served on active duty during a war or campaign for which a badge has been awarded.

Invitation to Self-Identify

41 CFR 60-741.42

41 CFR 60-250.42

1. After making an offer of employment to a job applicant and before the applicant begins his or her employment duties, T.Y. Lin International shall invite the applicant to inform the Company whether the applicant believes that he or she might be covered by the Rehabilitation Act or Vietnam Veterans Readjustment Assistance Act and wishes to benefit under the AAP.
2. T.Y. Lin International will not make a pre-employment invitation to self-identify.
3. The form of the invitation is as prescribed by the regulations; it indicates that identification may be made now or at any time in the future, and it summarizes the relevant portions of the acts and of T.Y. Lin International AAP. The invitation states that information solicited and subsequently provided is voluntary, will be kept confidential, and will be used in a manner consistent with law.
4. T.Y. Lin International will maintain a separate file on persons who have self-identified and will provide that file to the OFCCP upon request.

Policy Statement

41 CFR 60-741.44(a)

41 CFR 60-250.44(a)

It is the policy of T.Y. Lin International to seek and employ qualified personnel at all locations, and to provide equal employment opportunities for all applicants and employees in recruiting, hiring, placement, training, compensation and benefits, promotion, transfer, and termination. To achieve this, T.Y. Lin International will take affirmative action to employ and advance in employment qualified individuals with disabilities, disabled veterans, and veterans and will administer all personnel actions without regard to disability and base all such decisions on valid job requirements.

T.Y. Lin International will ensure that applicants and employees with disabilities are informed of the contents of its policy statement. Employees and applicants shall not be subject to unlawful harassment.

Internal Dissemination of Policy

41 CFR 60-741.44(g)

41 CFR 60-250.44(g)

T.Y. Lin International Vice President of Human Resources, Irene Minabe is responsible to disseminate this Affirmative Action Policy internally in the following ways:

1. T.Y. Lin International Personnel Policies & Procedures Guide contains the corporate EEO/AA Policy, which covers individuals with disabilities, disabled veterans, and veterans of the Vietnam Era.
2. T.Y. Lin International EEO/AA Policy is posted on employee bulletin boards in a common area in each facility.
3. T.Y. Lin International periodically informs employees of its commitment to engage in affirmative action to increase employment opportunities for qualified individuals with disabilities, qualified disabled veterans, and qualified veterans of the Vietnam Era. This may include scheduling meetings with management employees to discuss policy and to explain individual responsibilities.
4. T.Y. Lin International Policy and the existence of the Affirmative Action Program are discussed in new employee orientation meetings and in management training programs.
5. The Affirmative Action Program for Disabled Workers and for Disabled Veterans and Veterans of the Vietnam Era is available for inspection upon request by any employee or applicant from the Vice President of Human Resources, Irene Minabe during normal business hours in the Human Resources Department.
6. Management employees engaged in employment, placement, and transfer or promotion processes receive additional training on applicable opportunity laws for the handicapped and covered veterans. Employees who work in Human Resources are familiarized with our AAP and its contents.

External Dissemination of Policy, Outreach and Positive Recruitment

41 CFR 60-741.44(f)

41 CFR 60-250.44(f)

1. T.Y. Lin International enlists the assistance of recruiting sources who are capable of referring qualified individuals with disabilities, disabled veterans, and covered veterans for employment opportunities with T.Y. Lin International
2. As required by these regulations, T.Y. Lin International lists all employment opportunities except executive and top management, and those opportunities that we expect to fill from within our own organization, with the state employment office in which the position is located.
3. When we have vacancies for which we expect to recruit externally, we notify designated sources. We request that they refer applicants in accordance with our standard procedures.
4. All recruiting communications carry the tag line, Equal Opportunity Employer, M/F/D/V.

Responsibility for Implementation

41 CFR 60-741.44(i)

41 CFR 60-250.44(i)

T.Y. Lin International Vice President of Human Resources, Irene Minabe has overall responsibility for the Program. T.Y. Lin International Irene Minabe is designated as the EEO Director and is responsible for implementing, monitoring, and administering the Program. Implementation of this program has the support of top management. The EEO Director is responsible to:

1. Develop policy statements, affirmative action programs, and internal and external communication techniques, including discussions with managers, supervisors, and employees to ensure that T.Y. Lin International policy is being followed.
2. Identify areas of opportunities in the implementation of the affirmative action program in conjunction with line management and develop solutions.
3. Design and implement audit and reporting systems.
4. Serve as liaison between the contractor and enforcement agencies.
5. Serve as liaison between the contractor and organizations by and for disabled workers, disabled veterans, and veterans of the Vietnam Era.
6. Keep management informed of the latest developments in the affirmative action area.
7. Advise supervisors that their work performance, including the prevention of harassment of employees placed through affirmative action efforts, is being evaluated on the basis of their affirmative action efforts, as well as on the basis of other criteria.

Training of Personnel Involved in Selection

41 CFR 60-741.44(j)

41 CFR 60-250.44(j)

All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes shall be trained to ensure that the commitments contained in T.Y. Lin International affirmative action program are carried out.

Review of Personnel Processes – Proper Consideration of Qualification

41 CFR 60-741.44(b)

41 CFR 60-250.44(b)

1. Accept no unsolicited resumes or applications from either external applicants or internal applicants.
2. Post jobs.
3. Maintain one file record for each selection. In that file keep:
 - Every single application form which you reviewed in making the selection decision — internal and external for two years.
 - Disposition of every applicant.

T.Y. Lin International reviews its employment procedures as needed to ensure careful, thorough, and systematic consideration of the job qualifications of applicants and employees with known disabilities and veterans of the Vietnam Era for job vacancies filled either by hiring or promotion and for all training opportunities.

Further, T.Y. Lin International will include in the personnel records of each known covered veteran or known disabled employee the identification of each training program for which he or she was considered.

T.Y. Lin International will retain a record of all accommodations undertaken which make it possible to place a covered veteran or disabled individual in a job.

Review of Physical and Mental Qualifications

41 CFR 60-741.44(c)

41 CFR 60-250.44(c)

1. T.Y. Lin International (has completed a review of the physical and mental qualifications of all of its jobs. None have requirements that tend to screen out qualified disabled individuals unless they are job related and consistent with business necessity.
2. In the same way, T.Y. Lin International will review physical and mental qualifications of any job whenever the position description for that job is revised.
3. Information obtained about any applicant or employee's medical condition or history shall be collected and maintained on separate forms and in separate medical files.

These files will be treated as confidential except:

- (i) Supervisors may be informed regarding necessary restrictions on the duties of the applicant or employee and necessary accommodations;
- (ii) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment; and
- (iii) Government officials engaged in enforcing the laws administered by OFCCP or enforcing the Americans with Disabilities Act shall be provided relevant information on request.

Information obtained regarding the medical history or condition of any applicant or employee shall not be used for any purpose inconsistent with the law.

Reasonable Accommodations

41 CFR 60-741.44(d)

41 CFR 60-250.44(d)

1. T.Y. Lin International will make reasonable accommodation to the known physical and mental limitations of an otherwise qualified individual unless it can demonstrate that the accommodation would impose an undue hardship on the operation of its business.
2. If an employee with a known disability is having significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, such employee's supervisor will confidentially notify the employee of the performance problem and inquire whether the problem is related to the employee's disability. If the employee responds affirmatively, the contractor shall confidentially inquire whether the employee is in need of a reasonable accommodation. This does not mean that poor performance will be tolerated; a reasonable accommodation is that which will permit the employee to perform the job in accordance with those standards established by the supervisor for all employees in the same or similar position.

Harassment

41 CFR 60-741.44(e)

41 CFR 60-250.44(e)

T.Y. Lin International prohibits harassment of its employees on account of a disability. Any employee who believes himself or herself to have been harassed in violation of this policy is urged to bring this to the attention of the supervisor and/or Vice President of Human Resources, Irene Minabe immediately.

Any supervisor who witnesses harassment or is otherwise informed of a violation of this policy is directed to bring the matter to the immediate attention of Vice President of Human Resources, Irene Minabe. Failure of a supervisor with such knowledge to promptly advise responsible Company officials is considered grounds for discipline up to and including discharge.

The investigation of any such complaint shall be carried out promptly and shall involve only those persons with a need to know.

Any employee found guilty of harassment of another employee on account of a disability is subject to discipline up to and including discharge, depending on the severity of the offense.

Mandatory Job Listing

41 CFR 60-250.5

1. Jobs will be posted with the local state employment office in the area where the job is located.
2. T.Y. Lin International will post all jobs except executive and top management jobs and those positions which may be filled from within our organization.
3. T.Y. Lin International will treat referrals from the state employment service in the same way that it treats referrals from other sources. That is, such referrals may or may not be interviewed in the same way it determines to interview applicants who are referred by other means.

Audit and Reporting System

41 CFR 60-741.44(h)

41 CFR 60-250.44(h)

1. T.Y. Lin International has designed and implemented an audit and reporting system that:
 - (i) measures the effectiveness of our program;
 - (ii) indicates any need for remedial action;
 - (iii) assists us in determining the degree to which our objectives have been obtained;
 - (iv) assists us in determining whether individuals with known disabilities have had the opportunity to participate in all company-sponsored educational, training, recreational, and social activities; and
 - (v) measures our compliance with specific obligations.

2. Where problems are identified, T.Y. Lin International will undertake the necessary action to bring the program into compliance.

Other Matters

As required by applicable regulations, T.Y. Lin International:

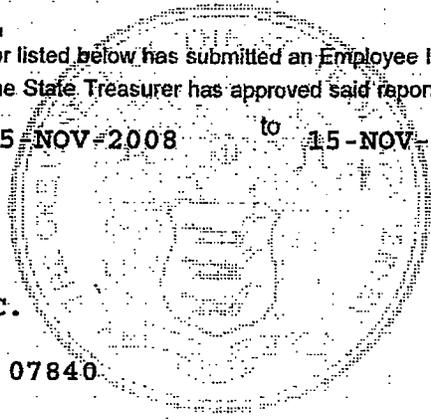
1. Will include the equal opportunity clause in each of our covered contracts and purchase orders, either in totality or by incorporation by reference. 41 CFR 60-741.5, -250.4
2. Will post in common areas, available to applicants and employees, notices in the form prescribed by the Department of Labor which state T.Y. Lin International obligation under the law to refrain from discrimination and to engage in affirmative action with respect to individuals with disabilities, disabled veterans, and veterans of the Vietnam Era. 41 CFR 741.5, 41 CFR 250.4
3. Will not, when employing or promoting disabled veterans and veterans of the Vietnam era, reduce the amount of compensation offered because of any disability income, pension or other benefit the applicant or employee receives from another source. 41 CFR 60-250.6 (e)
4. Will not deny a qualified individual with a disability equal access to insurance or subject such individual to different terms or conditions of insurance based on disability alone, if the disability does not pose increased risks. 41 CFR 60-741.25

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

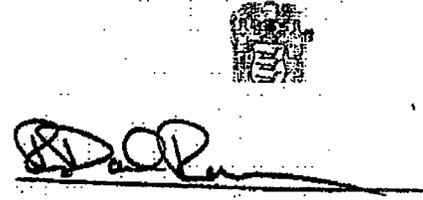
RENEWAL

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-NOV-2008 to 15-NOV-2011



MEDINA CONSULTANTS P.C.
ONE EDGEVIEW DRIVE
HACKETTSTOWN NJ 07840



A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be "D. A. ...".

State Treasurer

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

City Clerk File No. RES. 10-601

Agenda No. 10.7.20.

Approved: AUG 25 2010

TITLE:



RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT TO O'NEILL AND ASSOCIATES FOR PROVIDING ASSISTANCE TO THE CITY IN CONNECTION WITH THE POSSIBLE INSTALLATION OF A MAJOR GAS PIPELINE IN THE CITY

COUNCIL

offered and moved adoption

of the following resolution:

WHEREAS, the City of Jersey City (City) requires the services of a consulting firm that has the unique knowledge of the federal regulatory process as it pertains to the authorization, oversight, and permitting of the New Jersey-New York Expansion Project of a natural gas pipeline which would be installed throughout a substantial portion of Jersey City and connect across the Hudson River into Manhattan; and

WHEREAS, O'Neill and Associates of 31 New Chardon Street, Boston, Massachusetts, agrees to provide essential communication and outreach to key federal agencies charged with the authorization, oversight, and permitting of such a natural gas pipeline project and will act on behalf of the City in discussions with the following, but not limited to: the Department of Energy (DOE), the Department of Transportation (DOT), the Federal Energy Regulatory Commission (FERC), the Department of Homeland Security (DHS), the Pipeline Hazardous Materials Safety Administration (PHMSA), the National Transportation Safety Board (NTSB), the Environmental Protection Agency (EPA), and New Jersey's Federal Legislators; and

WHEREAS, O'Neill and Associates is qualified to perform these services and submitted a proposal dated July 29, 2010 indicating that it will provide the services for a total contract amount not to exceed \$32,500.00, which is based on the fee schedule set forth below; and

WHEREAS, these services qualify as extraordinary unspecifiable services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Business Administrator has certified that these services qualify as extraordinary unspecifiable services (EUS) 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, the City's Business Administrator, Jack Kelly, has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, O'Neill and Associates has completed and submitted a Business Entity Disclosure Certification which certifies that O'Neill and Associates 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 O'Neill and Associates from making any reportable contributions during the term of the contract; and

WHEREAS, O'Neill and Associates has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, O'Neill and Associates has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008;

TITLE:

RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT TO O'NEILL AND ASSOCIATES FOR PROVIDING ASSISTANCE TO THE CITY IN CONNECTION WITH THE POSSIBLE INSTALLATION OF A MAJOR GAS PIPELINE IN THE CITY

WHEREAS, funds in the amount of \$8,000.00 are available in the temporary budget of Account No.: 01-201-20-100-312;

WHEREAS, the remaining funds of \$24,500.00 will be made available in the FY 2011 temporary and permanent budgets; 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 Mayor or Business Administrator is authorized to execute an agreement, in substantially the form of the attached, with O'Neill and Associates for assistance with vital communication and outreach to key federal agencies charged with the authorization, oversight, and permitting for the New Jersey-New York Expansion Project at a total contract amount not to exceed \$32,500.00 which is based on the following fee schedule:

Fee:

\$6,500 monthly for all communications and outreach with, the Department of Transportation (DOT), the Department of Energy (DOE), the Federal Energy Regulatory Commission (FERC), the Department of Homeland Security (DHS), the Pipeline Hazardous Materials Safety Administration (PHMSA), the National Transportation Safety Board (NTSB), the Environmental Protection Agency (EPA), and New Jersey's Federal Legislators, among other federal agencies.

Duration:

5 Months

2. The contract term shall be five months commencing on the date the contract is executed by City officials;

3. This agreement is awarded without competitive bidding as an extraordinary unspecifiable services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., See attached Certification by the Business Administrator;

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. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2011 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2011 fiscal year permanent budget and in the subsequent fiscal year budget;

6. This agreement shall be subject to the condition that O'Neill and Associates provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;

TITLE:

RESOLUTION AWARDING AN EXTRAORDINARY UNSPECIFIABLE SERVICE CONTRACT TO O'NEILL AND ASSOCIATES FOR PROVIDING ASSISTANCE TO THE CITY IN CONNECTION WITH THE POSSIBLE INSTALLATION OF A MAJOR GAS PIPELINE IN THE CITY

7. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

I hereby certify that funds in the amount of \$8,000.00 are available in the temporary budget of Account No.: 01-201-20-100-312 for payment of this resolution and the remaining funds of \$24,500.00 will be made available in FY 2011 temporary and permanent budgets.
 PO# 100972


 Donna Mauer, Chief Financial Officer

APPROVED: _____
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

Certification Required
 Not Required

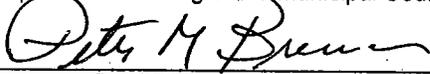
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
8/25/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	ABSENT		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

CERTIFICATION OF JOHN KELLY IN SUPPORT OF AWARDING A CONTRACT TO O'NEILL AND ASSOCIATES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

DATE: August 18, 2010

TO: Municipal Council

FROM: John Kelly, Business Administrator

SUBJECT: Contract to provide essential communication and outreach to key federal agencies charged with the authorization, oversight, and permitting of a natural gas pipeline project and will act on Jersey City's behalf in discussions with the Department of Energy (DOE), the Federal Energy Regulatory Commission (FERC), the Department of Homeland Security (DHS), the Pipeline Hazardous Materials Safety Administration (PHMSA), the National Transportation Safety Board (NTSB), the Environmental Protection Agency (EPA), and New Jersey's Federal Legislators .

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: O'Neill and Associates
Cost: Not to exceed \$32,500.00
Period: 5 months
Purpose: To provide communication assistance with federal agencies in efforts to manage the authorization, permitting, and installation of a natural gas pipeline in Jersey City.

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. Provide a clear description of the work to be done.

The contract calls for O'Neill and Associates to provide communication and outreach to key federal agencies charged with the authorization, oversight, and permitting of a natural gas pipeline project and will act on Jersey City's behalf in discussions with but not limited to the following: the Department of Transportation (DOT), the Department of Energy (DOE), the Federal Energy Regulatory Commission (FERC), the Department of Homeland Security (DHS), the Pipeline Hazardous Materials Safety Administration (PHMSA), the National Transportation Safety Board (NTSB), the Environmental Protection Agency (EPA), and New Jersey's Federal Legislators

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract meets the provisions of the statute and rules because of the special nature of the services provided by the consultants and the immediacy of the need for these public relations/federal relations services. More specifically, the communication services provided by O'Neill and Associates will place the City of Jersey City in a better position to deal with the

complexity and scope of the federal energy regulatory and permitting process for the installation of a natural gas pipeline by virtue of their unique knowledge of the industry, regulations, and contacts with various federal agencies.

3. **The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:**

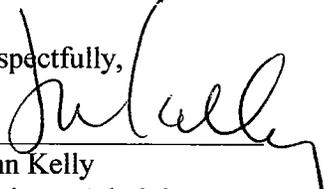
The City of Jersey City (City) requires the services of a consulting firm that has the contacts and personnel with unique knowledge of the federal energy regulatory process as it pertains to the authorization, oversight, and permitting of the New Jersey-New York Expansion Project of a natural gas pipeline which would be installed throughout a substantial portion of Jersey City and connect across the Hudson River into Manhattan

4. **Describe the informal solicitation of quotations:**

It was not practicable to solicit quotations for these services because of the limited number of consultants familiar with the federal agency approvals needed to authorize the award and installation of a natural gas pipeline.

5. I have reviewed the rules of the division of local government services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,



John Kelly
Business Administrator

O'NEILL AND ASSOCIATES

July 29, 2010

Kevin Lyons
Mayor's Aide
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Aurelio Vincitore
Asst. Corporation Counsel
City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Re: Contract for Professional Services

Dear Mr. Lyons and Mr. Vincitore:

We are pleased to submit to you this letter which will serve as a contract for federal government relations, community relations and communications services to be provided to Jersey City, NJ by O'Neill and Associates.

This document details specific services that O'Neill and Associates will provide to Jersey City, NJ as well as time frame, project team and contract terms for the delivery of services. Once you have executed the contract, please return one signed copy to O'Neill and Associates in the enclosed envelope.

I. Scope of Services:

We will provide you with federal government relations, community relations and communications services as detailed in the attached memorandum (Exhibit A). Our work for you under this agreement will be limited to the assignments in the memorandum. Because our firm offers a comprehensive level of communications and government relations services, we would be pleased to offer you assistance in other matters as you may request over the course of this agreement. Any change in the terms and conditions of this agreement or engagement for additional services shall be mutually agreed upon in writing prior to performing those services.

II. Confidentiality:

We regard with utmost seriousness our duty to preserve your confidences and proprietary matters. We shall not disclose such information without your permission other than to our employees, counsel and other professional advisors we believe necessary to fully meet our obligations under this agreement, or as required by applicable law or judicial or administrative order. We may, however, disclose our representation of you to other actual and potential O'Neill and Associates clients. Our obligations under this section shall survive for two (2) years from the termination of our services to you under this agreement.

Thirty-One New Chardon Street, Boston, Massachusetts 02114 t: 617 646 1000 f: 617 646 1290

316 Pennsylvania Avenue, SE, Suite 501, Washington, D.C., 20003 t: 703 519 4882 f: 202 544 8454

www.oneillandassoc.com

III. Care of Property and Inspection:

We will take reasonable precautions to safeguard your property that is in our custody, but we shall not be liable for damage to your property unless the damage results from our gross negligence in connection with its care. We shall have no liability for damage to property that is in the custody or control of any third party. All materials we produce at your expense shall be our property until we receive your payment in full for the cost of all materials and other out-of-pocket expenses and all fees relating to such materials.

You may inspect, at our office, all correspondence, contracts, books, accounts, and other materials prepared or held by us that are directly related to our performance under this agreement. Inspections may be made during our normal business hours upon three (3) days' prior written notice.

IV. Approvals, Accuracy of Information and Indemnification:

You shall have the sole responsibility for authorizing and approving the dissemination of all information and materials released on your behalf. You shall be solely responsible for the accuracy, completeness and legal compliance of the information about you that you provide or approve for our use.

We shall indemnify you against any and all losses, liabilities, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys fees (collectively, "Damages"), sustained as a result of any claim of libel, slander, defamation, copyright infringement, trademark or servicemark infringement, trade dress infringement, unfair competition, misappropriation of ideas, infliction of emotional distress, invasion of rights of privacy, or invasion of right of publicity arising from any materials prepared by us on your behalf (collectively, "Materials Claims"); provided, however, the foregoing indemnification provision shall not apply to Materials Claims arising from any such materials that were approved by, or prepared based upon information provided by, you or any of your employees, agents, or independent contractors. You agree to indemnify us against any and all Damages sustained as a result of any Materials Claims arising from any such materials that were approved by, or prepared based upon information provided by, you or any of your employees, agents or independent contractors. In addition, we shall indemnify you against any and all Damages sustained as a result of our breach of this agreement or our negligence or intentional misconduct in connection with this agreement, and you shall indemnify us against any and all Damages sustained as a result of your breach of this agreement or your negligence or intentional misconduct in connection with this agreement. The foregoing indemnification provisions in favor of you and us are intended to extend to and cover your and our respective parent corporations, subsidiaries and the officers, directors, agents and employees of each of us and all of our parent and/or subsidiary corporations.

V. Fees, Disbursements and Other Charges:

We are sensitive of the need to manage and control costs. It is our preference to work with budgets in which our fees for services are agreed upon in advance and made part of our agreement with you. You agree under this contract to pay us \$32,500 as a project fee as detailed in the attached memorandum (Exhibit A).

In addition, you will be billed for other out of pocket expenses such as messenger charges, information retrieval, and travel expenses as appropriate to services provided by us to meet our obligations under this agreement. We strongly prefer that you contract directly with any third party vendors as needed for the services to be performed under this contract. In such case, you shall be billed directly by and submit payment directly to such third parties. Should you choose to have us contract directly with any other third parties, their invoices will be billed to you with a standard agency commission of 17.65 percent.

VI. Billing and Payment:

We want you to be satisfied with the quality of our services and the reasonableness of our bills, and we ask that you discuss with us any questions or comments you may have about fees, charges and/or the format of bills.

VII. Non-Payment and Collection:

Failure to pay our invoices within sixty (60) days after the date of invoice may, at our discretion, result in suspension of any or all service to you until payment is received, and may result in termination of the agreement. We shall incur no liability of any kind to you for such suspension or termination. In the event that we must retain counsel or other services to enforce the contract or recover any sum due, you shall be responsible for all said costs and expenses of collection including reasonable attorneys' fees.

VIII. Termination:

We hope and trust that our relationship with you will be long and valued. Nevertheless, either of us may terminate our services for any reason with 30 days' prior written notice. You remain liable for all fees, disbursements and other related charges incurred up to the date of termination, as well as all amounts that we must pay to third parties pursuant to non-cancelable agreements we entered into in performance of this contract. Provisions in the agreement related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of the agreement.

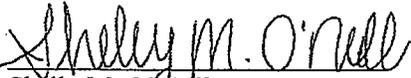
IX. Hiring of Account Team Member

In the event that you should hire any of our account team members to be employees of your firm during the life of this Contract, you agree to pay us the equivalent recruiting fee to replace such account team members. This fee shall be based on thirty (30%) percent of the base salary of any such account team members. You will be billed for this fee in the month following the announcement of your hiring of any such account team members.

X. Miscellaneous:

This agreement (1) may not be assigned by either of us without prior written consent of the other; (2) shall bind and benefit each of us and our respective permitted successors or assigns; (3) supersedes any previous agreements, understandings, or discussions with respect to its subject matter, and (4) shall be governed and construed under the laws of the Commonwealth of Massachusetts, and (5) any claim, action, suit or proceeding arising from or relating to this agreement shall be brought and conducted solely and exclusively within the Commonwealth of Massachusetts. Failure by either of us to exercise our rights under this agreement, or to fail to require strict performance of any part of the agreement, shall not constitute a waiver of those rights or provisions, which shall remain in full force and effect. Notice required under this agreement shall be given in writing either by personal delivery, telecopy (with confirmation of receipt) or certified mail, addressed in case of notice to us at: O'Neill and Associates, Thirty-One New Chardon Street, Boston, Massachusetts, 02114, Attention: Shelly M. O'Neill; and in case of notice to you at the name and address set forth above.

O'Neill and Associates



Shelly M. O'Neill
Chief Operating Officer

7/29/10
Date

AGREED TO AND ACCEPTED BY:

Kevin Lyons
Mayor's Aide
City of Jersey City

Date

Aurelio Vincitore
Asst. Corporation Counsel
City of Jersey City

Date

EXHIBIT A

A. Scope of services:

O'Neill and Associates will begin by researching and reviewing the safety, security, and community impact of the proposed pipeline. O'Neill and Associates will also perform research into Spectra Energy's performance as an operations and management company. These findings will be presented to the City within 30 days.

O'Neill and Associates will provide Jersey City with a federal relations campaign addressing key federal offices relevant to the New Jersey-New York Expansion Project and the oversight and permitting of these types of resources.

O'Neill and Associates will assist the City in framing and articulating its questions and concerns about the proposed pipeline and in presenting this to the appropriate Federal agencies. In addition, O'Neill and Associates will coordinate contacts and provide information and updates to the entire New Jersey Federal elected delegation.

Furthermore, O'Neill and Association will communicate with the City of Jersey City and provide the City with:

- Weekly telephone updates and progress reports;
- Twice monthly written reports;
- As needed in person updates to the Mayor and City Council; and
- A written overview of the Federal Relations strategy with an outline of the FERC process with identified points where the city can intervene (within 30 days).

O'Neill will coordinate a briefing on and a visit to the proposed rout of the pipeline by Members of the New Jersey Congressional delegation so that they better understand the impact the pipeline would have on the City.

O'Neill and Associates will advise the City on the hiring of FERC counsel should outside legal assistance be needed.

B. Budget:

O'Neill and Associates will provide the services outlined above for a project fee of \$32,500.

C. Expenses:

You will be billed for other out of pocket expenses such as messenger charges, information retrieval, and travel expenses as appropriate to services provided by us to meet our obligations under this agreement.

D. Timeframe

O'Neill and Associates will commence services immediately and continue through December 31, 2010.

E. Team

For each project O'Neill and Associates assembles a custom-built team of professionals with the skills needed to achieve the client's goals. The O'Neill and Associates team for this project will include Chief Executive Officer Thomas P. O'Neill, Vice Chairman John D. Cahill, Senior Vice President Peter Goelz, Vice President Jamie Dunbar and other O'Neill and Associates personnel as necessary.

RECEIVED

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of J.C. (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Shelly M O'Neil
Representative's Signature: Shelly M O'Neil
Name of Company: O'Neil and Associates, LLC
Tel. No.: 617-646-1016 Date: 7/29/10

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): _____

Representative's Signature: Shelley M. O'Neil

Name of Company: _____

O'Neil and Associates, LLC

Tel. No.: 617-646-1016 Date: 7/29/10

**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 : O'Neill and Associates, LLC
Address : 31 New Chardon Street, Boston, MA 02114
Telephone No. : 617-646-1016
Contact Name : Shelley M. O'Neill

Please check applicable category :

- Minority Owned Business (MBE) Minority & Woman Owned Business (MWBE)
 Woman Owned business (WBE) Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : O'Neill and Associates, LLC
Address : 31 New Chardon Street, Boston, MA 02114
Telephone No. : 617-646-1016
Contact Name : Shelley M. O'Neill

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.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING

O'NEILL AND ASSOCIATES NJ LLC

0400361839

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Massachusetts Foreign Limited Liability Company was registered by this office on July 29, 2010.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and registered office are:

*The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628*



Certification# 117829273

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
5th day of August, 2010*



State Treasurer

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

RECEIVED
2010 AUG -9 AM 11:05
CITY OF JERSEY CITY
LAW DEPARTMENT



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: O'NEILL AND ASSOCIATES NJ LLC
Trade Name:
Address: ONE BEACON ST
BOSTON, MA 02108
Certificate Number: 1579708
Effective Date: August 02, 2010
Date of Issuance: August 05, 2010

For Office Use Only:
20100805123808401

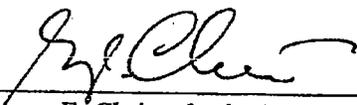
O'NEILL AND ASSOCIATES, LLC

**RESOLUTION OF FOREIGN
LIMITED LIABILITY COMPANY
ADOPTING A "DOING BUSINESS AS" NAME
FOR NEW JERSEY PURPOSES**

I, George E. Christodoulo, Manager, hereby certify that I am the Manager of O'Neill and Associates, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts (the "Company"), and that the following is a true and correct copy of a resolution duly adopted at a meeting of Managers of the Company on the 29th day of July, 2010.

RESOLVED, that the Company adopts the name O'Neill and Associates NJ, LLC, under which it shall operate in New Jersey because its corporate name is not available for use in New Jersey, that the Manager is authorized to certify a copy of this resolution and is directed to deliver the copy of the resolution to the Secretary of State of North Carolina for filing.

WITNESS my hand and seal this 29th day of July, 2010.



George E. Christodoulo, Manager

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

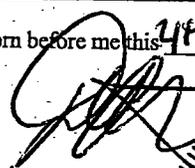
Subchapter S Corporation

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

Stockholders:

Name: Thomas P. O'Neill	Name:
Home Address: 34 1/2 Beacon Street Boston, MA 02114	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 24 day of August, 2010

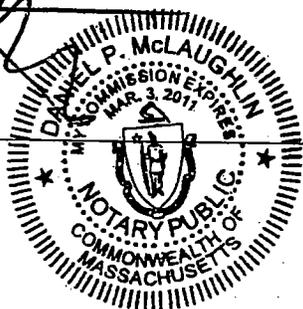
(Notary Public) 

My Commission expires:

Sherry M. O'Neil
(Affiant)

Sherry M. O'Neil
(Print name & title of affiant)

(Corporate Seal)



EEO/AFFIRMATIVE ACTION REQUIREMENTS

Goods, Professional Services and General Service Contracts

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan
Affirmative Action Officer, Public Agency Compliance Officer
Department of Administration
Office of Equal Opportunity/Affirmative action
280 Grove Street Room-103
Jersey City NJ 07302
Tel. #201-547- 4533
Fax# 201-547-5088
E-mail Address: abuanJ@jcnj.org

CITY OF JERSEY CITY

PROJECT: _____

RESPONDENT: _____

RESPONDENT'S CHECKLIST

Item	Respondent Initials	Purchasing Review
A. Non-Collusion Affidavit properly notarized		
B. Public Disclosure Statement		
C. Mandatory Affirmative Action Language		
D. Americans with Disabilities Act		
E. MWBE Questionnaire		
F. Affirmative Action Compliance Notice		
G. Employee Information Report		
H. Business Registration Certificate		
I. Original signature(s) on all required forms.		

PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Thomas P. O'Neil III	34 1/2 Beacon Street Boston, MA 02108	98

SIGNATURE: Shelley M. O'Neil

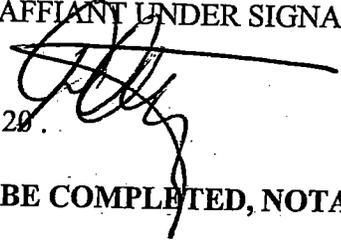
TITLE: COO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY August 4 OF 2010

(TYPE OR PRINT NAME OF AFFILIANT UNDER SIGNATURE)

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 2011

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



NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY ss:

I certify that I am Shelly M. O'Neil
of the firm of O'Neil and Associates, LLC

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) Shelly M. O'Neil

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

August 4 OF 20 10

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

[Handwritten signature]

NOTARY PUBLIC OF
MY COMMISSION EXPIRES: 20 .



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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Shelly M. O'Neil

Representative's Signature: Shelly M. O'Neil

Name of Company: O'Neil and Associates, LLC

Tel. No.: 676-46-1000 Date: 8/2/10

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity

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 <u>06-1664019</u>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <u>42</u>			
4. COMPANY NAME <u>O'Neill and Associates, LLC</u>					
5. STREET <u>31 New Chardon Street</u>	CITY <u>Boston</u>	COUNTY <u>MA</u>	STATE <u>MA</u>	ZIP CODE <u>02114</u>	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)			CITY	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <u>0</u>					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <u>6</u>					
10. PUBLIC AGENCY AWARDED CONTRACT					
The City of Jersey City		CITY <u>Jersey City</u>	COUNTY <u>Hudson</u>	STATE <u>NJ</u>	ZIP CODE
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											
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/Managers	4	2	2						2						2
Professionals	30	15	15		1				14						15
Technicians	0														
Sales Workers	0														
Office & Clerical	4		4												4
Craftworkers (Skilled)	0														
Operatives (Semi-skilled)	0														
Laborers (Unskilled)	2	2		1					1						
Service Workers	0														
TOTAL															
Total employment From previous Report (if any)	40	19	21	1	1				17						21
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														
	2								1						1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; height: 20px;"></td> <td style="width:33%; height: 20px;"></td> <td style="width:33%; height: 20px;"></td> </tr> </table>			
13. DATES OF PAYROLL PERIOD USED From: <u>7/15/10</u> To: <u>7/30/10</u>					

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) <u>Shelly M. O'Neil</u>	SIGNATURE <u>Shelly M. O'Neil</u>	TITLE <u>COO</u>	DATE MO DAY YEAR <u>07 29 10</u>
17. ADDRESS NO. & STREET CITY COUNTY STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) <u>31 New Chardon Street Boston MA 02114 617-646-1000</u>			

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Shelly M O'Neill
Representative's Signature: (Shelly M O'Neill)
Name of Company: O'Neill and Associates, LLC
Tel. No.: 617-646-1016 Date: 7/29/10

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): _____
Shelley M. O'Neil
Representative's Signature: Shelley M. O'Neil
Name of Company: O'Neil and Associates, LLC
Tel. No.: 617-644-1016 Date: 7/29/10

**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 : O'Neill and Associates, LLC
Address : 31 New Chardon Street, Boston, MA 02114
Telephone No. : 617-646-1016
Contact Name : Shelley M. O'Neill

Please check applicable category :

- | | |
|--|---|
| <input type="checkbox"/> Minority Owned Business (MBE) | <input type="checkbox"/> Minority & Woman Owned Business (MWBE) |
| <input type="checkbox"/> Woman Owned business (WBE) | <input checked="" type="checkbox"/> Neither |

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : O'Neill and Associates, LLC
Address : 31 New Chardon Street, Boston, MA 02114
Telephone No. : 617-646-1016
Contact Name : Shelley M. O'Neill

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

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability (continued)

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Shelby M. O'Neil

Representative's Signature: Shelby M. O'Neil

Name of Company: O'Neil and Associates

Tel. No.: 617-646-1000 Date: 8/16/10

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

O'Neil and Associates LLC
 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 May 20, 2009 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the City of Jersey City as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Mariano Vega, Jr. Election Fund	Gaughan Election Fund 2005
Friends of Peter Brennan Election Fund	Steven Fulop for Jersey City Inc.
Committee to Elect Willie Flood	Friends of Viola Richardson for Ward F
Friends of Michael Sottolano	
Friends of Phil Kenny	Healy for Mayor 2009
Friends of Steve Lipski	

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

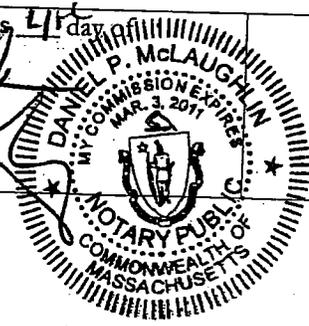
Name of Stock or Shareholder	Home Address
Thomas P. O'Neil III	34 1/2 Beacon Street Boston, MA 02108

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: O'Neil and Associates LLC
 Signed: Shelby M. O'Neil Title: COO
 Print Name: Shelby M. O'Neil Date: 8/2/10

Subscribed and sworn before me this 4th day of August, 2010
 My Commission expires: _____
 _____ (Affiant)
 _____ (Print name & title of affiant) (Corporate Seal)



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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**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 O'Neil and Associates, LLC (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding August 2, 2010 (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 O'Neil and Associates, 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: O'Neil and Associates, LLC

Signed Sherry M. O'Neil Title: COO

Print Name Sherry M. O'Neil Date: 8/2/10

Subscribed and sworn before me this 4th day of August, 2010 [Signature] (Affiant)

My Commission expires: \_\_\_\_\_  
(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.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act.

In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation.

The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability (continued)**

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Shelley M. O'Neil

Representative's Signature: Shelley M. O'Neil

Name of Company: O'Neil and Associates

Tel. No.: 617-646-1000 Date: 8/16/10

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

City Clerk File No. RES. 10-602

Agenda No. 10.Z. 21

Approved: AUG 25 2010

TITLE:



## RESOLUTION AUTHORIZING AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH NW FINANCIAL GROUP, LLC. TO PROVIDE FINANCIAL ADVISORY SERVICES

**COUNCIL**  
adoption of the following resolution

**offered and moved**

**WHEREAS**, the City of Jersey City (the "City") requires the services of a Financial Advisor to provide financial advisory services; and,

**WHEREAS**, the City solicited proposals for this contract in accordance with the "fair and open" process of the Pay-to-Play Law, N.J.S.A. 19: 44A-20.4 et seq.; and,

**WHEREAS**, the Municipal Council of the City now desires to appoint NW Financial Group, LLC. as financial advisor to the City (the "Financial Advisor") and to award a contract to such firm as an "extraordinary unspecifiable service" pursuant to N.J.S.A. 40A:11-5(1)(a)(ii); and,

**WHEREAS**, NW Financial Group LLC. agrees to provide these services in accordance with the fee schedule listed below:

For financial advisory services in connection with the sale of general obligation bonds, a rate of (.10%) of the principal amount financed with a minimum of \$8,000.00.

Financial consulting services will be based upon the hourly rates established below.

### Hourly Rates

|                          |           |
|--------------------------|-----------|
| Principal                | \$195/hr. |
| President                | \$190/hr. |
| Managing Director        | \$185/hr. |
| Senior Vice President    | \$180/hr. |
| Vice President           | \$170/hr. |
| Assistant Vice President | \$165/hr. |
| Analyst                  | \$140/hr. |

TITLE:

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of contract for Extraordinary Unspecifiable Services without competitive bid and the contract itself must be available for public inspection; and

**WHEREAS**, Donna Mauer, Chief Financial Officer has certified that this meets the statute and regulations governing the award of said contract.

**WHEREAS**, NW Financial Group, LLC , has submitted its Certification of Compliance with the City's Contractor Pay-to Play Reform Ordinance 08-128 adopted on September 3, 2008.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute the attached agreement with NW Financial Group, LLC. to provide financial advisory services to the City in connection with the structuring, offering and sale of City bonds.
2. The total contract amount shall not exceed the sum of \$100,000.00 and the term of the contract shall be one (1) year commencing the date the contract is executed by City Officials.
3. This agreement is authorized as an Extraordinary Unspecifiable Service pursuant to N.J.S.A. 40A:11-5(1)(a)(ii) because of the reasons stated in the certification attached hereto.
4. The Financial Advisor shall be paid according to the fee schedule listed below:

For financial advisory services in connection with the sale of general obligation bonds, a rate of (.10%) of the principal amount financed with a minimum of \$8,000.00.

Financial consulting services will be based upon the hourly rates established below.

**Hourly Rates**

|                          |           |
|--------------------------|-----------|
| Principal                | \$195/hr. |
| President                | \$190/hr. |
| Managing Director        | \$185/hr. |
| Senior Vice President    | \$180/hr. |
| Vice President           | \$170/hr. |
| Assistant Vice President | \$165/hr. |
| Analyst                  | \$140/hr. |

5. Notice of this action shall be published in a newspaper of general circulation within the municipality within ten days of this award.

TITLE:

6. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection.
7. This agreement shall be subject to the condition that the contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31, et seq.
8. Pursuant to N.J.A.C. 50:30-5.5(e) award of this contract shall be subject to the availability and appropriation of sufficient funds in the FY 2011 budget.

I, Donna Mauer Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this resolution in Account 04-215-55-885-990.

APPROVED: Donna Mauer, CFO  
 APPROVED: [Signature]  
 Business Administrator

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

Certification Required   
 Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |        |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
|                                         |     |     |      | 8/25/10       |     |     |      |               |     |        |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY    | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | VEGA          |     | ABSENT |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |        |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |        |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
 Robert Byrne, City Clerk

RES. 10-602  
AUG 25 2010

**CERTIFICATION IN SUPPORT OF AWARDING A CONTRACT TO NW FINANCIAL GROUP, LLC AS AN EXTRAORDINARY, UNSPECIFIABLE SERVICE**

DATE: August 18, 2010  
TO: Municipal Council  
FROM: Donna Mauer, Chief Financial Officer  
SUBJECT: Contract for providing financial advisory services to the City

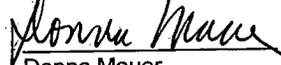
This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: NW Financial Group, LLC  
Cost: not to exceed \$100,000  
Period: twelve (12) months  
Purpose: To provide financial advisory services to the City

This is requested to be awarded without competitive bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-5(1)(a)(ii)). I do hereby certify as follows:

1. NW Financial Group, LLC agrees to provide the City analytical and support services for financial planning efforts, advise as to most advantageous method of selling debt securities, developing a credit rating program and assisting in the obtainment of credit enhancement. NW Financial Group, LLC will also recommend financing/refinancing structure, develop tax impact analysis based on debt services and may also attend meetings with the Administration Department staff and management.
2. This contract meets the provisions of the statute and rules because the service is specialized and qualitative in nature requiring expertise and proven reputation in public finance and debt management.
3. The services are of such specialized and qualitative nature that the performance of these services cannot be reasonably described by written specifications because they require extensive experience in public finance, long/short term debt management, development of capital financing alternatives and budget development and analysis.
4. The City solicited proposals for this contract in accordance with the "fair and open" process and received proposals from the following:
  - 1.) A.C. Advisory, Inc., 99 Park Avenue, New York, NY
  - 2.) Capital Financial Advisors, Inc., 309 Fellowship Road, Mount Laurel, NJ
  - 3.) NW Financial Group, LLC, 10 Exchange Place, Jersey City, NJ
  - 4.) Acacia Financial Group, Inc., 13000 Lincoln Drive West, Marlton, NJ
  - 5.) Phoenix Advisors, Inc., 5 Third Street, Bordentown, NJ 08505
5. I have reviewed the rules and regulations of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered as an Extraordinary, Unspecifiable Service in accordance with the requirements thereof.

Respectfully,



Donna Mauer  
Chief Financial Officer

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

City Clerk File No. RES. 10-603

Agenda No. 10.2.22

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

TITLE:



## **RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NEWARK ASPHALT CORP., FOR FURNISHING AND DELIVERING ASPHALT TO THE DEPARTMENT OF PUBLIC WORKS/BUILDING AND STREET MAINTENANCE**

### **COUNCIL**

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

**WHEREAS**, the City Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **Furnishing and Delivering Asphalt** for the **Department of Public Works/Building and Street Maintenance**; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the lowest responsible being that from **Newark Asphalt Corp.**, Foot of Passaic Street, Newark, New Jersey 07104 in the total bid amount of **One Hundred Forty Four Thousand, Nine Hundred Seventy Five (\$144,975.00) Dollars**; and

**WHEREAS**, the contract shall be for a period of one (1) year commencing the date of the award of the contract; and

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

**WHEREAS**, the Acting Purchasing Director has certified that he considers said bid to be fair and reasonable; and

**WHEREAS**, the sum of **One Hundred Forty Four Thousand, Nine Hundred Seventy Five (\$144,975.00) Dollars** will be budgeted for the 2011, 2012, 2013 and 2014 Budget Years subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the sum of **Five Thousand (\$5,000.00) Dollars** is available in the 2011 temporary budget; and

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

### **Dept. of Public Works/Buildings & Street Maintenance**

**Acct. No. 01-201-26-291-211      P.O. No. 100534      Amount: \$5,000.00**

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

**(Continued on page 2)**

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NEWARK ASPHALT CORP., FOR FURNISHING AND DELIVERING ASPHALT TO THE DEPARTMENT OF PUBLIC WORKS/BUILDING AND STREET MAINTENANCE**

WHEREAS, if funds are not available for the contract in the 2011, 2012, 2013 and 2014 temporary and permanent budgets this award will be null and void

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned Newark Asphalt Corp. 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 of employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

*J.A. 2/29/10*  
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/Buildings & Street Maintenance  
Acct. No. 01-201-26-291-211 P.O. No. 100534 Amount: \$5,000.00

Reviewed By *Peter Folgado*  
Peter Folgado, Director of Purchasing, QPA

APPROVED: *[Signature]*  
Business Administrator

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

Certification Required   
Not Required

APPROVED 8-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |        |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
|                                         |     |     |      | 8/25/10       |     |     |      |               |     |        |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY    | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | FLOOD         | ✓   |        |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VEGA          |     | ABSENT |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |        |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO NEWARK ASPHALT CORP., FOR FURNISHING AND DELIVERING ASPHALT TO THE DEPARTMENT OF PUBLIC WORKS/BUILDING AND STREET MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Three (3)

**DATE BIDS WERE PUBLICLY RECEIVED:**

July 8, 2010

**NUMBERS OF BIDS RECEIVED:**

One (1)

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

Furnishing and Delivering Asphalt for the Department of Public Works/ Buildings & Street Maintenance

**BIDDER'S INFORMATION:**

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

|                                                                      |                       |
|----------------------------------------------------------------------|-----------------------|
|                                                                      | Grand Total Bid Price |
| 1) Newark Asphalt Corp<br>Foot of Passaic Street<br>Newark, NJ 07104 | \$144,975.00          |

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

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

Date

7/12/10

Peter Folgado, Purchasing Director, QPA

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

Jeana F. Abuan  
Affirmative Action Office, Public Agency Compliance Officer  
Department of Administration  
Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City, NJ 07302  
Tel: # 201-547-5433  
Fax: # 201-457-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

## EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certification of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C.17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Service and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required form of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.17:27.

Representative's Name/Title (Print): \_\_\_\_\_  
Joseph Biggica - General Manager  
Representative's Signature: Joseph Biggica  
Name of Company: Newark Asphalt Corp

Tel. No.: 973-482-3503 Date: 28 June 2010

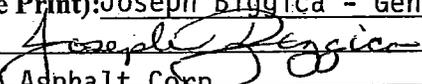
**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of Newark Asphalt (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1999 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall 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:   
Name of Company: Newark Asphalt Corp  
Tel. No.: 973- 482- 3503 Date: 28 June, 2010

**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. : 973-482- 3503

Contact Name : Joseph Biggica

Please check applicable category :

Minority Owned Business (MBE)                       Minority & Woman Owned  
Business (MWBE)  
 Woman Owned business (WBE)                       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Newark Asphalt Corp.

Address : Foot of Passaic Street Newark, New Jersey 07104

Telephone No. : 973-482- 3503

Contact Name : Joseph Biggica

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.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** NEWARK ASPHALT CORP.

**Trade Name:**

**Address:** FOOT OF PASSAIC ST  
NEWARK, NJ 07104

**Certificate Number:** 0063826

**Date of Issuance:** May 23, 2005

**For Office Use Only:**

20050523115752947

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-2005** to **15-APR-2012**

**NEWARK ASPHALT CORP.  
FOOT OF PASSAIC ST.  
NEWARK NJ 07104**



*John Driscoll*

State Treasurer

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

City Clerk File No. RES. 10-604

Agenda No. 10.Z.23

Approved: AUG 25 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN  
HARDWARE INC. FOR FURNISHING AND DELIVERING HARDWARE  
SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF  
BUILDINGS AND STREET MAINTENANCE**

**COUNCIL**

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

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

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received **One (1) Bid**, the lowest bid being that from **Duncan Hardware Inc., 778 Westside Avenue, Jersey City, NJ 07306** in the total bid amount of **Twenty Nine Thousand, Six Hundred Nineteen Dollars and Eighty (\$29,619.80) Cents**; and

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

**WHEREAS**, the contract shall be for a period of one (1) year commencing the date of the award of the contract; and

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

**WHEREAS**, the sum of **Twenty Nine Thousand, Six Hundred Nineteen Dollars and Eighty (\$29,619.80) Cents**; will be budgeted for the 2011, 2012, 2013 and 2014 Budget Years subject to the approval of said budget by the Municipal Council; and

**WHEREAS**, the sum of **Two Thousand Five Hundred (\$2,500.00) Dollars** is available in the 2011 temporary budget in **Account No.01-201-26-291-210**; and

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

**Dept. of Public Works/Div. of Buildings and Street Maintenance**  
**Acct. No. 01-201-26-291-210 P.O. No. 100533 Amount: \$2,500.00**

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

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

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

(Continued on page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN  
 HARDWARE INC. FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR  
 THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET  
 MAINTENANCE**

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

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

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

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

I, Donna Mauer, **Donna Mauer, Chief Financial Officer**, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-26-291-210.

**Dept. of Public Works/Div. of Buildings and Street Maintenance**  
 Acct. No. 01-201-26-291-210 P.O. No. 100533 Amount: \$2,500.00

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

APPROVED: [Signature] APPROVED AS TO LEGAL FORM  
 APPROVED: [Signature] Business Administrator [Signature] Asst Corporation Counsel  
 Certification Required   
 Not Required

**APPROVED 8-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |        |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|--------|------|
| 8/25/10                                 |     |     |      |               |     |     |      |               |     |        |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY    | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | VEGA          |     | ABSENT |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | FLOOD         | ✓   |        |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |        |      |

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.  
Peter M. Brennan Peter M. Brennan, President of Council  
Robert Byrne Robert Byrne, City Clerk

**RESOLUTION FACT SHEET**  
**OF BID RECEPTION**

**FULL TITLE OF RESOLUTION:**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO DUNCAN HARDWARE INC.  
FOR FURNISHING AND DELIVERING HARDWARE SUPPLIES FOR THE DEPARTMENT OF  
PUBLIC WORKS/ DIVISION OF BUILDINGS & STREETS MAINTENANCE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Rodney Hadley, Director, Department of Public Works

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Four (4)

**DATE BIDS WERE PUBLICLY RECEIVED:**

July 8, 2010

**NUMBERS OF BIDS RECEIVED:**

One (1)

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

Furnishing and Delivering Hardware Supplies needed for the Department of Public Works/ Buildings & Street Maintenance

**BIDDER'S INFORMATION:**

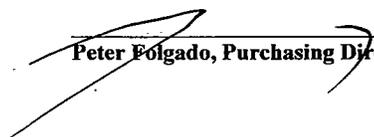
- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

|                                                                         | Grand Total Bid Price |
|-------------------------------------------------------------------------|-----------------------|
| 1) Duncan Hardware, Inc<br>778 Westside Avenue<br>Jersey City, NJ 07306 | \$29,619.80           |

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

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

Date 7/19/10

  
Peter Folgado, Purchasing Director, QPA

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contracts**

Questions in reference to EEO/AA Requirements For Goods, Professional Services and General Service Contracts should be directed to:

**Jeana F. Abuan**  
Affirmative Action Office, Public Agency Compliance Officer  
Department of Administration  
Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City, NJ 07302  
Tel: # 201-547-5433  
Fax: # 201-457-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

**EXHIBIT A (Cont)**

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certification of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C.17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Service and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required form of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.17:27.

Representative's Name/Title (Print): RONALD S. EBERLE PRESIDENT

Representative's Signature: Ronald S. Eberle

Name of Company: DUNCAN HARDWARE, INC.

Tel. No. 76 West Side Avenue Date: 7/7/10

Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888

**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 1999 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall 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): RONALD S. EBERLE  
Representative's Signature: Ronald S Eberle  
Name of Company: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_ Date: 7/7/10  
DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888

**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 : DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Address : Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6999  
Telephone No. : \_\_\_\_\_  
Contact Name : RONALD S. EBERLE

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Address : Jersey City, NJ 07308  
(201) 435-1700 Fax 435-6888  
Telephone No. : \_\_\_\_\_  
Contact Name : RONALD S. EBERLE

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF EQUAL OPPORTUNITY COPY**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME:

DUNCAN HARDWARE, INC.

TRADE NAME:

DUNCAN TRUE-VALUE HARDWARE

ADDRESS:

776 WEST SIDE AVE  
JERSEY CITY, NJ 07306

SEQUENCE NUMBER:

0062510

EFFECTIVE DATE:

09/16/49

ISSUANCE DATE:

03/28/05

Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

DUNCAN HARDWARE, INC.  
776 West Side Avenue  
Jersey City, NJ 07306  
(201) 435-1700 Fax 435-6888

State of New Jersey  
**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

FID. NO. OR SOCIAL SECURITY  
 21-469-662

2. TYPE OF BUSINESS  
 1. MFG.  2. SERVICE  3. WHOLESALE  
 4. RETAIL  5. OTHER

3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY  
 12

COMPANY NAME  
 DUNCAN HARDWARE INC.

STREET  
 776 WEST SIDE AVENUE

CITY  
 JERSEY CITY

COUNTY  
 HUDSON

STATE  
 N.J.

ZIP CODE  
 07306

NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)  
 CITY STATE ZIP CODE

DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES?  
 YES  NO

CHECK ONE: IS THE COMPANY:  
 SINGLE-ESTABLISHMENT EMPLOYER  MULTI-ESTABLISHMENT EMPLOYER

IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J.

TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT

PUBLIC AGENCY AWARDED CONTRACT  
 CITY STATE ZIP CODE

**OFFICIAL USE ONLY**

| DATE RECEIVED<br>MO/DAY/YR | COUNTY | OUT OF STATE PERCENTAGES |        | ASSIGNED CERTIFICATION NUMBER |
|----------------------------|--------|--------------------------|--------|-------------------------------|
|                            |        | MINORITY                 | FEMALE |                               |

**SECTION B - EMPLOYMENT DATA**

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 categories, in columns 1, 2 & 3.

| JOB CATEGORIES                       | ALL EMPLOYEES                  |                |                  | MINORITY GROUP EMPLOYEES (PERMANENT) |          |                 |       |        |          |                 |       |  |
|--------------------------------------|--------------------------------|----------------|------------------|--------------------------------------|----------|-----------------|-------|--------|----------|-----------------|-------|--|
|                                      | Col. 1<br>TOTAL<br>(Cols. 2&3) | Col. 2<br>MALE | Col. 3<br>FEMALE | MALE                                 |          |                 |       | FEMALE |          |                 |       |  |
|                                      |                                |                |                  | BLACK                                | HISPANIC | AMERICAN INDIAN | ASIAN | BLACK  | HISPANIC | AMERICAN INDIAN | ASIAN |  |
| Officials and Managers               |                                | 2              |                  |                                      |          |                 |       |        |          |                 |       |  |
| Professionals                        |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Technicians                          |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Production Workers                   |                                | 5              |                  | 1                                    | 3        |                 |       |        |          | 1               |       |  |
| Service and Clerical                 |                                |                | 5                |                                      |          |                 |       |        |          |                 |       |  |
| Construction workers (Skilled)       |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Construction workers (Semi-skilled)  |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Construction workers (Unskilled)     |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Other Workers                        |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| <b>TOTAL</b>                         |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |
| Employment from this Report (if any) |                                |                |                  |                                      |          |                 |       |        |          |                 |       |  |

The data below shall NOT be included in the request for the categories above.

|                                   |  |  |  |  |  |  |  |  |  |  |  |  |
|-----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| Part-time and Temporary Employees |  |  |  |  |  |  |  |  |  |  |  |  |
|-----------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|

HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?  
 1. VISUAL SURVEY  2. EMPLOYMENT RECORD  3. OTHER (SPECIFY)

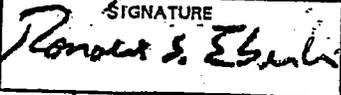
15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED?  
 1. YES  2. NO

16. IF NO DATE OF LAST REPORT SUBMITTED  
 MO. DAY YEAR

PERIODS OF PAYROLL PERIOD USED

**SECTION C - SIGNATURE AND IDENTIFICATION**

NAME OF PERSON COMPLETING FORM (Print or Type)  
 CONTRACTOR EEO OFFICER)  
 Donald S. Eberle

SIGNATURE  


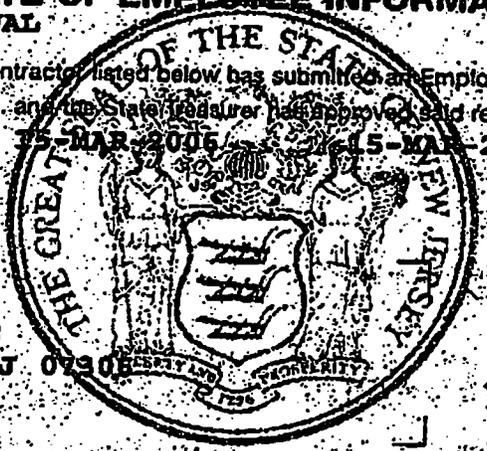
TITLE  
 President

DATE  
 06 25 10  
 MO. DAY YEAR

ADDRESS (NO. & STREET) (CITY) (STATE) (ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)  
 Nexford Court Warren N.J. 07059 (201) 435-1700

**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 ~~35-MAR-2006~~ **15-MAR-2013**



**DUNCAN HARDWARE INC.  
776 WEST SIDE AVENUE  
JERSEY CITY NJ 07305**



Acting State Treasurer