

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

City Clerk File No. Res. 10-241

Agenda No. 10.A

Approved: APR 28 2010

TITLE:



**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM NEW JERSEY TRANSIT FOR IMPLEMENTING A REFORESTATION PLAN FOR TREE PLANTING FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARKS AND FORESTRY**

COUNCIL OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

**WHEREAS**, New Jersey Transit desires to award the Department of Public Works, Division of Parks and Forestry a grant; and

**WHEREAS**, the grant funds will be used for implementing a reforestation plan for tree planting; and

**WHEREAS**, the Department of Public Works, Division of Parks and Forestry desires to accept the grant because it benefits the forestry program and will lead to a greater awareness and appreciation of trees; and

**WHEREAS**, this project will commence on April 28, 2010.

**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 grant agreement with New Jersey Transit for the Department of Public Works, Division of Parks and Forestry.

RWH/sb  
April 21, 2010

APPROVED: [Signature] Rodney W. Hadley, Director, Department of Public Works  
 APPROVED AS TO LEGAL FORM: [Signature]  
 APPROVED: [Signature] Business Administrator  
 CORPORATION COUNSEL: [Signature] Corporation Counsel

Certification Required   
 Not Required

**APPROVED 8-0**

**RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/28/10**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**NEW JERSEY TRANSIT CORPORATION**

**AND**

**THE CITY OF JERSEY CITY**

**IMPLEMENTING A REFORESTATION PLAN**

**FOR THE ACCESS TO THE REGION'S CORE**

**TRANS-HUDSON EXPRESS TUNNEL PROJECT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_ 2009, between New Jersey Transit Corporation, a public instrumentality of the State of New Jersey established by the New Jersey Public Transportation Act, N.J.S.A. 27:25-1 et seq., hereinafter called "NJ TRANSIT" and the City of Jersey City ("Jersey City").

**WHEREAS**, NJ TRANSIT is engaged, as part of upgrading its rail transit system, in the design and construction of the "Access to the Region's Core" Project (ARC) and also known as the Trans-Hudson Express Tunnel Project ("THE Tunnel Project") which will increase Trans-Hudson and intracity passenger rail capacity; and

**WHEREAS**, the New Jersey Department of Environmental of Protection, Division of Parks and Forestry ("NJPF") has approved a Reforestation Plan for THE Tunnel Project (copy attached as Exhibit A) pursuant to the No Net Loss Reforestation Act, N.J.S.A. 13:1D-14.1 et seq. (the Reforestation Act); and

**WHEREAS**, pursuant to the Reforestation Plan, NJ TRANSIT has agreed to fund the installation and maintenance of 107 trees within Jersey City to meet and potentially exceed the Reforestation Act's requirements; and

**WHEREAS**, NJ TRANSIT has secured a cost estimate in the amount of \_\_\_\_\_ for installation and two-year maintenance of the aforementioned trees (Exhibit B); and

**WHEREAS**, Jersey City supports the goals of the Reforestation Act and desires to work with NJ TRANSIT to ensure that the newly planted trees are well-maintained and survive pursuant to the Reforestation Plan; and

**WHEREAS**, both NJ TRANSIT and Jersey City desire to set forth their mutual understanding and agreement, concerning the means and methods by which the Reforestation Plan for THE Tunnel Project will be implemented in Jersey City.

**NOW THEREFORE**, NJ TRANSIT and Jersey City, for the mutual benefits to be obtained, agree as follows:

1. NJ TRANSIT will provide a lump sum payment in the amount of \_\_\_\_\_ to Jersey City to fund tree planting and two-year maintenance of 107 trees in accordance with the Reforestation Plan and cost estimate. Any additional costs for installation and maintenance shall be the responsibility of Jersey City.
2. NJ TRANSIT may inform the public about the Reforestation Plan and its implementation in such a manner as it deems appropriate.
3. Jersey City will implement all requirements contained in the Reforestation Plan as follows:
  - i. The planting will occur on public land only.

ii. The primary municipal contact for this Reforestation Plan is:

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The primary municipal contact shall be available via email, cell phone, telephone and/or fax and shall be responsible for providing NJ TRANSIT relevant information, including but not limited to, information on future development plans that could interfere with tree planting candidate sites.

iii. Jersey City shall designate an Arborist who is either a New Jersey Certified Tree Expert or professional in the field of horticulture or arboriculture whose education and experience includes proper tree selection, nursery grading standards and proper planting techniques. The Arborist shall oversee the tree selection, planting design/layout, tree installation, tree maintenance process, and provide project oversight. Jersey City shall provide the Arborist contact information to NJ TRANSIT within 30 days of the execution of this Agreement.

iv. Jersey City shall ensure that the Reforestation Plan is discussed and acted on by all appropriate municipal bodies as necessary, including:

- a. The City Council or its equivalent and Mayor;
- b. The Shade Tree Commission or Committee or Board or the Environmental Commission;
- c. Department of Public Works;
- d. Police and Fire Departments;
- e. Open Space officials; and
- f. Any other municipal employees or officials that need to be aware of the Reforestation Plan.

v. Jersey City shall ensure cooperation of its Police and Fire Departments during preparation for and execution of tree plantings, including:

- a. any necessary vehicular traffic control;
- b. any necessary street closings and resolution of residential parking issues;
- c. emergency response vehicle routing; and
- d. providing contingencies for blocked hydrants, street sweeping and single lane closures.

vi. Jersey City shall ensure that all necessary permits are timely approved and issued to the contractor including:

- a. county road planting permits
- b. fire hydrant use permits
- c. construction, demolition permits

d. traffic permits of any type.

vii. Jersey City shall provide street maps, copies of the Reforestation Plan and other assistance necessary to implement the Reforestation Plan to its contractors.

viii. Jersey City shall make available to NJP&F any preexisting inventory of the trees in the selected neighborhood.

ix. Jersey City shall address any public concerns that emerge and keep NJ TRANSIT informed.

x. Jersey City shall ensure that the tree locations selected are adjacent to property owners who desire trees.

xi. Jersey City will be responsible for any and all damage to existing features, utilities, adjacent properties, and traffic during tree planting and maintenance activities. Jersey City shall take all necessary precautions to preserve existing features such as curbs, walks, fences, roads, plantings, grounds and property while performing tree planting and maintenance activities.

xii. Jersey City shall assume on-going maintenance of planted trees, for at least two years after tree planting, including but not limited to:

- a. pest/disease monitoring,
- b. watering as needed,
- c. proper pruning, and
- d. appropriate mulching.

xiii. Jersey City will secure the proper trees to be planted according to the Reforestation Plan. Jersey City will only select trees that are in good condition and are urban tolerant species or varieties appropriate for planting in the selected neighborhoods. At a minimum, the Arborist will implement the following general tree selection requirements:

- a. Select all trees from good quality stock. At a minimum they must conform to the standards set forth by the American Nursery & Landscape Association (ANLA).
- b. The tree species to be planted will be according to the Tree Species List contained in the Reforestation Plan.

xiv. To ensure a successful project, the designated Arborist, will oversee the tree planting process and perform the following, at a minimum:

- a. Follow the appropriate tree planting method according to the Tree Planting and Tree Care Specifications contained in the Reforestation Plan.
- b. Ensure that any trees to be planted near or under overhead electric lines will be of species that, due to their stature and/or shape at maturity, will not interfere or minimally interfere with electric lines.
- c. Approve the layout, size and location of the planting hole, and method of tree installation.
- d. Jersey City shall allow the NJP&F to inspect the trees and planting of trees. Jersey City shall notify NJP&F and NJ TRANSIT at least 10 days prior to any planting start date.

xv. If Jersey City chooses to retain a contractor to be responsible for the tree planting and maintenance it shall do so in accordance with its procurement procedures and all relevant procedures governing contracts involving federal funds. Jersey City will be responsible for oversight of the contractor. At a minimum the contractor(s) shall be required to:

- a. Secure any required permits, obtain mark-outs of utilities and other underground facilities, including sewerage, by contacting the NJ One-Call Damage Prevention System (1-800-272-1000) including other city departments, and make all necessary advance arrangements for the assistance of City Police and Fire Departments during preparation for and execution of tree plantings, including any necessary resident parking and traffic control and street closings and providing contingencies for blocked hydrants, street sweeping zones and garbage pick-up days.
- b. Undertake any physical preparation needed for each planting site, ensure that best planting practices are employed, including the post-planting application of stakes and mulch, and remove stakes when appropriate.
- c. Replace any trees that become unhealthy or die for a period of two (2) years from the completion of planting.
- d. Comply with all requirements contained in the Reforestation Plan, including, but not limited to, the Tree Planting and Tree Care Specifications.

4. The Reforestation Plan shall be implemented in the Spring 2010 Planting Season. All trees shall be planted before May 31, 2010.

5. In the event of a requested change in planting location or tree species, the Arborist shall prepare a proposed amendment to the Tree Planting Location Plan and Tree Species List of the Reforestation Plan. Proposed amendments to the Reforestation Plan shall be provided to NJP&F and NJ TRANSIT in a timely manner for their consideration. If

amendments to the Reforestation Plan are approved, changes shall be at no additional cost to NJ TRANSIT.

6. Notices. All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by overnight commercial courier, or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth below or to such other address or facsimile numbers as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered personally on the first business day after dispatch if sent by overnight commercial courier, or on the fifth business day after posting if sent by mail.

If to City of Jersey City:

If to NJ TRANSIT:

Arthur D. Silber  
Chief, THE Tunnel Project  
Two Gateway Center, 17<sup>th</sup> Floor  
Newark, NJ 07105-2246  
Facsimile: 973-776-3772

With a copy to:

Nicholas Caiazza  
Manager, Environmental Coordination and Compliance  
THE Tunnel Project  
NJ TRANSIT  
2 Gateway Plaza, 30<sup>th</sup> Floor  
Newark, NJ 07102

7. Authority. The signatories below, on behalf of the parties, hereby warrant and represent that they have full authority to execute and enter into this Agreement and to bind each respective party to the terms hereof.

8. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their permitted assigns, any rights or remedies under, or by reason of, this Agreement.

9. New Jersey Law. This Agreement shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of New Jersey.

10. No Waiver. The failure of either party to insist on strict performance by the other party or to assert rights in one or more instances shall not constitute a waiver by such party of such performance or rights, either then or in the future. Any waiver shall be effective only if in writing and signed by the authorized representative of the party entitled to so waive, and then only with respect to the particular event to which it specifically refers.

11. Binding Agreement; Entire Agreement; Modification. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter. Any modification or amendment hereto must be in writing and signed by the parties.

12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument

13. No Consequential Damages. Neither party shall be liable for any special, indirect, incidental, consequential, punitive or exemplary damages arising from or related to this Agreement, whether based in contract, tort, strict liability or otherwise.

14. Not Binding Until Executed and Delivered. The submission or exchange of this Agreement or any draft hereof for review and/or execution shall not confer any rights or impose any obligations upon the parties. The parties shall not be bound until both parties have executed and delivered this Agreement.

**IN WITNESS HEREOF**, the parties hereto by their duly authorized officers have executed this Agreement as of the day and year first written above.

**WITNESS:**

**NJ TRANSIT CORPORATION**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Arthur D. Silber**  
**Chief, THE Tunnel Project**

**WITNESS:**

**CITY OF JERSEY CITY**

\_\_\_\_\_

**By:** \_\_\_\_\_

The aforementioned Agreement has been reviewed and approved as to form only.

**ANNE MILGRAM**  
**Attorney General of New Jersey**

**By:** \_\_\_\_\_  
**Deputy Attorney General**

**Exhibit A:  
 Cost Estimate for Reforestation Plan in Jersey City  
 ARC Project**

	Forest Impact Acreage	Minimum No. of Saplings Required By NNL Act	No. of Saplings In Reforestation Plan	Cost Estimate		Totals
				Tree Sapling Purchase & Delivery Price (\$220 per sapling)	Installation Price (\$350 per sapling, includes sidewalk cutting, excavation of tree pit, soil, fertilizer, water bags)	
City of Jersey City	0.47	96	107	\$23,540	\$37,450	\$60,990

Please Note: Jersey City Department of Parks & Forestry (DP&F) has confirmed that the trees will be watered upon planting and thereafter, the designated resident will be responsible for refilling the waterbag at a frequency determined by Jersey City DP&W.

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

City Clerk File No. Res. 10-242  
 Agenda No. 10.B  
 Approved: APR 28 2010  
 TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY  
 TO ACCEPT LEOTEF FUNDS  
 (LAW ENFORCEMENT OFFICER TRAINING AND EQUIPMENT FUND)  
 FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF  
 CRIMINAL JUSTICE ON BEHALF OF THE JERSEY CITY POLICE ACADEMY FOR THE  
 TRAINING OF NEW POLICE OFFICERS**

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

**WHEREAS, the City of Jersey City, Police Academy, has been designated to receive an award of \$8,019.00 from the 2010 Law Enforcement Officers Training and Equipment Fund for the purpose of training new Police Officers; and**

**WHEREAS, the City cherishes its obligation to better protect the health, safety and welfare of its citizens; and**

**WHEREAS, upon accepting this funding award from the State of New Jersey, the City of Jersey City acknowledges its responsibility to provide excellent and high standard professional training to new recruits being trained as Police Officers; and**

**WHEREAS, the Jersey City Police Academy is a duly qualified and certified law enforcement teaching facility under the New Jersey Police Training Commission, and staffed by experienced personnel with dedicated service to the statewide and local law enforcement community;**

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

- 1. The City of Jersey City is hereby authorized to accept, for the Police Academy, an award of \$8,019.00 from the State of New Jersey Department of Law and Public Safety's Law Enforcement Officers Training and Equipment Fund and,**
- 2. The Jersey City Police Academy will expressly utilize said funds to purchase training equipment and provide professional training to new police recruits to prepare them to serve and protect the public interest.**

APPROVED: Samuel Jefferson APPROVED AS TO LEGAL FORM

APPROVED: Joseph P. Brennan Business Administrator  
[Signature] Corporation Counsel

Certification Required   
 Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/28/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			VEGA	✓		

✓ 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. 10-243

Agenda No. 10.C

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

TITLE:



## RESOLUTION AUTHORIZING A GIFT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE HISTORIC PAULUS HOOK ASSOCIATION IN CONNECTION WITH THE REDESIGN OF PAULUS HOOK PARK

**WHEREAS**, the Historic Paulus Hook Association (HPHA) is a nonprofit corporation whose purpose is to promote the public good of area residents and to improve the quality of life in the Paulus Hook neighborhood; and

**WHEREAS**, Paulus Hook Park, located on four corners at the intersection of Grand Street and Washington Street, is a public park of the City of Jersey City (City); and

**WHEREAS**, HPHA desires to work in conjunction with the City to redesign Paulus Hook Park; and

**WHEREAS**, HPHA desires to create a park design for the historic neighborhood with input from the public; and

**WHEREAS**, the redesign is intended to make the park and playground areas of Paulus Hook Park more accessible to the public; and

**WHEREAS**, HPHA has offered to provide the City with a redesign plan for Paulus Hook Park at no cost to the City.

**NOW, THEREFORE BE IT RESOLVED**, that subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel or the Business Administrator, the Mayor or Business Administrator is authorized to execute the attached Gift Agreement with the Historic Paulus Hook Association.

RR/cw

# WITHDRAWN

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

0010065

**APPROVED**

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			
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.

## GIFT AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, hereinafter referred to as the "City", with offices at City Hall, 280 Grove Street, Jersey City, NJ 07302 and the HISTORIC PAULUS HOOK ASSOCIATION, a nonprofit corporation, hereinafter referred to as HPHA, with its principal office located at \_\_\_\_\_

Whereas, Paulus Hook Park, located on four corners at the intersection of Grand Street and Washington Street, is a public park of the City of Jersey; and

Whereas, the Historic Paulus Hook Association (HPHA) is a nonprofit corporation whose purpose is to promote the public good of area residents and to improve the quality of life in the Paulus Hook neighborhood; and

Whereas, HPHA desires to work in conjunction with the City to redesign Paulus Hook Park; and

Whereas, HPHA desires to create a park design for the historic neighborhood with input from the public; and

Whereas, the redesign is intended to make the park and playground areas of Paulus Hook Park more accessible to City residents; and

Whereas, HPHA has offered to provide the City with a redesign plan for the Paulus Hook Park at no cost to the City; and

Whereas, N.J.S.A. 40A:5-29 and N.J.S.A. 40A:12-5(a)(1) authorize the City to accept gifts.

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

1. The HPHA agrees to prepare at no cost to the City a redesign plan for Paulus Hook Park.
2. The City agrees to accept the redesign plan for consideration and possible use by the City as the redesign plan for Paulus Hook Park.
3. The City grants permission to the HPHA to access City records and property necessary to prepare the redesign plan.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the date set forth above.

CITY OF JERSEY CITY

HISTORIC PAULUS HOOK  
ASSOCIATION

By:

By:

\_\_\_\_\_  
Brian O'Reilly  
Acting Business Administrator  
Attest:

\_\_\_\_\_  
Attest:

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

RR  
4-21-10

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

City Clerk File No. Res. 10-244

Agenda No. 10.D

Approved: APR 28 2010

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR FUNDING THE UEZ MARKETING & REAL ESTATE PHASE 7**

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

**WHEREAS**, the City of Jersey City and the Economic Development Corporation (JCEDC) has prepared a proposal for submission to the New Jersey Urban Enterprise Zone Authority for funding from the Zone Assistance Fund for Marketing & Real Estate Phase 7 and

**WHEREAS**, the requested funds are to be expended to carry out projects within the designated enterprise zone in the City of Jersey City, a copy of the proposal to be submitted for the contract period beginning June 9, 2010 and ending June 30, 2011 is attached:

<u>Project</u>	<u>Amount Requested</u>
Marketing & Real Estate Phase 7	\$880,271.00

**WHEREAS**, pursuant to NJSA 52:27H-88(c) in order to make funds available to the project from monies deposited in the Enterprise Zone Assistance Funds, the governing body must adopt a resolution approving the project and authorizing the submission of the application for funding.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City hereby authorizes and directs submission of said application for funding to the New Jersey Enterprise Zone Authority to evaluate and approve the proposed project to be funded from monies deposited in the Enterprise Zone Assistance Fund credited to the account of the Urban Enterprise Zone Authority, said account maintained by the State Treasurer for the Enterprise Zone.

APPROVED: Carl Gagliardi APPROVED AS TO LEGAL FORM

APPROVED: Gregory Brennan Corporation Counsel  
Business Administrator

Certification Required   
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4728/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

Date Submitted to B.A. \_\_\_\_\_

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution:**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR FUNDING THE UEZ MARKETING & REAL ESTATE PHASE 7**

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

Roberta Farber, Urban Enterprise Zone Director  
201-333-7797

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

This Resolution authorizing the submission/acceptance of funding will allow for the continued funding of the Urban Enterprise Zone program to market the City of Jersey City and the UEZ program in various media venues such as cable television, in store promotions, newspapers, real estate magazines, other periodicals. Special events such as Fourth of July Fireworks and holiday decorations and a marketing firm will be retained. This funding will also continue to pay administration costs of the program.

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

To market and advertise the benefits of relocating to, and doing business in Jersey City's Urban Enterprise Zone and to foster awareness of the benefits of shopping in Jersey City.

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

The advertising of Jersey City is part of the Jersey City Economic Development Corporation's business attraction campaign, which brings new business to the City. We are able to provide benefits to shoppers such as holiday decorations, July 4<sup>th</sup> Fireworks, business directories, advertising and relocation assistance without utilizing city tax dollars.

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

\$880,271.00

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

June 09, 2010

**8. Anticipated Completion Date:**

June 30, 2011

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

Dan Frohwirth, Director of Marketing & Real Estate ✓

**10. Additional Comments:**

None

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

Roberta Farber  
Urban Enterprise Zone Director  
Carl Gasplero  
HEDC Department Director

4/16/10  
Date  
4/21/10  
Date

**New Jersey Department of Community Affairs  
APPLICATION FOR GRANT FUNDS**

**STANDARD GRANT COVER SHEET**

2010-08012-1428

<b>1. DCA Program to Which Applicant is Applying:</b> Urban Enterprise Zone - Jersey City 2010			
<b>2. Name of Applicant Agency</b> Jersey City			
<b>3. Street Address</b> 280 Grove Street			
<b>City</b> Jersey City	<b>State</b> New Jersey	<b>Zip Code</b> 07302-3610	<b>County</b> Hudson
<b>4. Official Contact Person</b> Ms. Donna Mauer		<b>Title</b> Chief Financial Officer	<b>Phone number</b> (201) 547-5042
<b>5. Program Contact Person</b> Ms. Roberta Farber		<b>Title</b> UEZ Director	<b>Phone Number</b> (201) 333-7797
<b>6. Proposed Project/Grant Title</b> Marketing and Real Estate Phase 7			
<b>Program Type</b> Projects : Promotion: Marketing and Real Estate Phase 7			
<b>7. Total Cost of the Project</b> \$880,271	<b>8. Requested Amount</b> \$880,271	<b>9. Funds from Other Sources</b> \$0	
<b>10. Project Location (if Different from Applicant Agency)</b> Jersey City Economic Development Corporation			
<b>Street Address</b> 30 Montgomery Street Suite 820			
<b>City</b> Jersey City	<b>State</b> New Jersey	<b>Zip</b> 07302	<b>Room Number</b>
<b>11. Vendor Number</b> V-226002013-99		<b>12. Employer ID</b> 69-0220260	<b>13. Tax Exempt ID</b>
<b>14. Area(s) Benefiting:</b>			
<b>15. Briefly describe the project for which you are seeking funds.</b> for the purpose of marketing Jersey City locally, nationally and globally for business attraction, retail sales and tourism.			

16. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant?

Yes  No

b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or task force which has regulatory or advising influence on the funding program?  Yes  No

If yes, please describe:

17. Fiscal Contact Person

Ms. Donna Mauier

Title

Chief Financial Officer

Phone Number

(201) 547-5042

18. Agency Fiscal Year

7/1 to 6/30

19. Name of CPA Firm Appointed by Grantee

20. **Certification:** The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct. The document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulation, and rules issued by the New Jersey Department of Community Affairs which include provisions described in grant applications instructions.

Name and Title of Applicant (Print)

Signature of Applicant

Date of Application

## OBJECTIVES

Objective Number: 1

Short Description: Promote the City as a place to live, work & visit

### Detailed Description

Increasing knowledge of Jersey City's competitive advantages for businesses and its desirability as a place to live, work, relocate your business, shop and visit will help Jersey City be New Jersey's premier city.

### Methods

Provide staff for the efforts below, but not be limited to assisting with:

- retaining businesses within and attracting new businesses
- Increasing the number of certifiedUEZ businesses
- Attracting national, regional and local retailers to the interior UEZ shopping corridors
- Attracting shoppers to the UEZ
- promoting Jersey City as a tourism destination
- Develop and maintain a consistent public image and tone in advertising and marketing
- Maintain both the JCEDC & DestinationJC websites

### Evaluation

Tracking of number of visits to the Jersey City Economic Development Corporation's and Destination Jersey City's websites.

Number of attendees at special events that the UEZ co-sponsors.

Application Program Component: \_\_\_\_\_

## Scope of Services

Please see attached.



Budget Detail

Jersey City

UEZ Assistance    Anticipated    Municipal    Other Funds    Total Budget  
 UEZ Assistance    Funds

Budget Category

Budget Category	UEZ Assistance	Anticipated UEZ Assistance	Municipal Funds	Other Funds	Total Budget
<b>PROGRAM - Personnel</b>					
Other					
Director of Real Estate and Marketing - Dan Frohwirth	\$72,000.00				\$72,000.00
Tourism Division Assistant Director - Lauren Hall	\$45,000.00				\$45,000.00
Business Improvement Grant - Project Manager Mairin Ben	\$47,250.00				\$47,250.00
Daniel Frohwirth, Real Estate and Marketing Director Benefit	\$23,619.00				\$23,619.00
Lauren Hall, Tourism Division Assistant Director - Benefits	\$29,546.00				\$29,546.00
Mairin Bennett, Project Manager - Benefits	\$19,061.00				\$19,061.00
Minor Category Sub-Total	\$236,476.00	\$0.00	\$0.00	\$0.00	\$236,476.00
Major Category Sub-Total	\$236,476.00	\$0.00	\$0.00	\$0.00	\$236,476.00
<b>PROGRAM - Operating Cost</b>					
Marketing & Advertising					
Sponsorship/Booth Everything Jersey City Festival	\$15,000.00				\$15,000.00
Electricity	\$6,000.00				\$6,000.00
Print Media and Internet Advertising	\$194,845.00				\$194,845.00
Promotional Items - to be determined	\$5,000.00				\$5,000.00
Marin Luther King Concert Series	\$5,600.00				\$5,600.00
Journal Square SID Lunchtime Concert Series	\$16,500.00				\$16,500.00
Historic Downtown SID Holiday Promotions	\$10,500.00				\$10,500.00
McKinley Square SID Special Events	\$1,800.00				\$1,800.00
Cultural Affairs Ethnic Festivals	\$30,000.00				\$30,000.00
Mall Advertising	\$15,000.00				\$15,000.00
Minor Category Sub-Total	\$300,245.00	\$0.00	\$0.00	\$0.00	\$300,245.00
Meetings & Conferences					



Urban Enterprise Zone - Jersey City 2010

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE

Project Name: Marketing & Real Estate Phase 7

Meeting Date: 6/9/2010

Estimated start date: 6/9/2010

Estimated completion date: 6/30/2011

Explain how this Project/Program fits into your Zone Development Plan, Municipality's Master Plan, and/or Redevelopment Plan. If it does not fit into these Plans, explain why.

This is within the City's Development plan to attract new businesses and ratables to the City and is within the zone boundaries and is in compliance with all UEZ policies.

How will this Project/Program lead to increased economic activity within your zone?

Our past experience demonstrates that as we expand our UEZ concept the city's economic visibility is greatly enhanced, thereby attracting interest from a variety of development and investment sources. This also expands shoppers' awareness of the reduced sales tax rate. It also attracts tourists to the area thereby increasing the occupancy rate at our hotels. There is a municipal hotel tax which is a revenue stream for the municipality.

Urban Enterprise Zone - Jersey City 2010

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE)

Identify recipients of UEZ funding for this project.

The Jersey City Economic Development Corporation and various vendors that are not yet contracted with.

- Are there any hidden commissions or fees associated with this project?  Yes  No  N/A
- Is this project available to all UEZ businesses within your zone?  Yes  No  N/A
- Is the approval of this project contingent upon the availability of funds and is it exclusively within the boundaries of the zone?  
(If you answer no, the municipality will be required to contribute a proportionate amount of funding.)  Yes  No  N/A
- Will prevailing wage be paid on this project?  Yes  No  N/A
- Will future funding be requested?  Yes  No  N/A
- Will Second Generation funds be used for this project?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010

PROJECT INFORMATION (ELIGIBLE MUNICIPAL SERVICES, PROFESSIONAL SERVICE

**How will proposal lead to increased economic activity within your zone?**

Our past experience demonstrates that as we expand our UEZ concept the city's economic visibility is greatly enhanced, thereby attracting interest from a variety of development and investment sources. This also expands shoppers' awareness of the reduced sales tax rate. It also attracts tourists to the area thereby increasing the occupancy rate at our hotels. There is a municipal hotel tax which is a revenue stream for the municipality.

Urban Enterprise Zone - Jersey City 2010  
AGENCY BACKGROUND

1a. Did prior phase create jobs?  Yes  No  N/A

1b. If yes, how many jobs were created? 1

1c. If yes, how many jobs have been retained? 3



2b. Please indicate how selection was made. Please indicate if cost was a factor in the selection process.

Urban Enterprise Zone - Jersey City 2010  
ATTACHMENTS (PROMOTION, REDEVELOPMENT, RELOCATION, CONSTRUCTION)

1a. Fully executed City Council Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

1b. Zone Board Resolution (if applicable)

I will...

- Mail this attachment
- Hand deliver this attachment

2. Agreement(s) between the Zone and Firm

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

3a. Specifications or quotes (if applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2010  
ATTACHMENTS (PROMOTION, REDEVELOPMENT, RELOCATION, CONSTRUCTION)

3b. Pictures and Maps (If applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

4. Copy of 08-02 certification(s) (If applicable)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

5. Commitment Letter(s)

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

**Certifications of Terms and Conditions - Schedule F**

1.	I certify that this agency is not delinquent on any Federal or State debt.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
2.	I understand that payments from NJDCA will depend on our submission of all required grant reports.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
3.	I certify that neither members of our organization's governing body nor members of their families will receive any direct or indirect personal or monetary gain from the funding of this grant.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4.	I certify that our organization's Certification of Central Contractor Registration (CCR) is valid and current.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
5.	I certify that neither members of our organization's governing body nor members of their families serve on any board, council, commission, committee, or task force that has regulatory authority or advising influence on the funding program.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	If no, please explain:	
	<b>Non-government Agencies only-</b>	
6.	If our agency has not received funds from NJDCA for the current State Fiscal Year, I will submit our organization's most recent audit.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
7.	The information contained in the Board of Directors list in our Agency Information is adequate and up-to-date at the time of this application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
	<b>Attachments</b>	
	<b>Certification Regarding Debarment and Suspension - Schedule G</b>	
	<input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable	
	<b>Certification Regarding Lobbying - Schedule H</b>	
	<input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable	
	<b>Resolution - Schedule I</b>	
	<input checked="" type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input type="checkbox"/> Not applicable	
	<b>IRS Determination Letter (New Applicants, Non-profit, Non-government only)</b>	
	<input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable	
	<b>Organizational Chart (Non-government only)</b>	
	<input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable	
	<b>Application Cover Page</b>	
	<input checked="" type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment	

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

City Clerk File No. Res. 10-245

Agenda No. 10.E

Approved: APR 28 2010

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO THE NEW  
JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR ENTERPRISE ZONE  
ADMINISTRATIVE ASSISTANCE FUNDS FOR THE FISCAL YEAR 2011  
ADMINISTRATIVE BUDGET

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

**WHEREAS**, the City of Jersey City and the Economic Development Corporation (JCEDC) have prepared a proposal for submission to the New Jersey Urban Enterprise Zone Authority for funding the FY11 Administrative Budget; and

**WHEREAS**, said proposal and requested funds are to be expended to carry out projects within the designated enterprise zone in the City of Jersey City, for the following project, a copy of the project description is attached to be submitted for the contract period beginning July 1, 2010 and ending June 30, 2011 is attached:

<u>Project</u>	<u>Amount Requested</u>
Anticipated UEZ assistance in the amount of:	\$1,198,395.00

**WHEREAS**, pursuant to NJSA 52:27H-88(c) in order to make funds available to the project from monies deposited in the Enterprise Zone Administrative Assistance Funds, the governing body must adopt a resolution approving the project and authorizing the submission of the application for funding.

**NOW, THEREFORE, BE IT RESOLVED** that the Municipal Council of the City of Jersey City hereby authorizes and directs submission of said application for funding to the New Jersey Enterprise Zone Authority to evaluate and approve the proposed project to be funded from monies deposited in the Enterprise Zone Administrative Assistance Fund credited to the account of the Urban Enterprise Zone Authority, said account maintained by the State Treasurer for the Enterprise Zone.

APPROVED: *Paul G. Gargiulo*  
 APPROVED: *Sam Corrao*  
Business Administrator  
*ASST.*

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

Certification Required   
 Not Required

**APPROVED 8-0**  
4/28/10

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	✓		
LOPEZ	✓			RICHARDSON	<i>ABSENT</i>			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
Robert Byrne, City Clerk

Date Submitted to B.A. \_\_\_\_\_

**RESOLUTION FACT SHEET**

**1. Full Title of Resolution**

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AUTHORIZING THE SUBMISSION/ACCEPTANCE OF AN APPLICATION TO THE NEW  
JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR ENTERPRISE ZONE  
ADMINISTRATION FUNDS FOR THE FY 2011

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

Roberta Farber, Urban Enterprise Zone Director  
201-333-7797

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

This Resolution authorizing the submission/acceptance of this proposal will allow for the continued funding of the Administration of the Urban Enterprise Zone Program.

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

The funds will be utilized for the administration and operating costs of the Jersey City Economic Development Corporation's Urban Enterprise Program.

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

The administration is responsible for the overseeing of UEZ projects within the Urban Enterprise Zone which benefits the community with infrastructure improvements and services above and beyond the normal municipal services.

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

Anticipated UEZ assistance in the amount of: \$1,198,395.00

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

July 1, 2010

**8. Anticipated Completion Date:**

June 30, 2011

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

Eugene Nelson, CEO

**10. Additional Comments:**

None

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

Roberta Farber  
Urban Enterprise Zone Director  
Carl Gasbardo  
Department Director

4/15/10  
Date  
4/21/10  
Date

**New Jersey Department of Community Affairs  
APPLICATION FOR GRANT FUNDS**

**STANDARD GRANT COVER SHEET**

2010-08012-1418

<b>1. DCA Program to Which Applicant is Applying:</b> Urban Enterprise Zone - Jersey City 2010			
<b>2. Name of Applicant Agency</b> Jersey City			
<b>3. Street Address</b> 280 Grove Street			
<b>City</b> Jersey City	<b>State</b> New Jersey	<b>Zip Code</b> 07302-3610	<b>County</b> Hudson
<b>4. Official Contact Person</b> Ms. Donna Mauer		<b>Title</b> Chief Financial Officer	<b>Phone number</b> (201) 547-5042
<b>5. Program Contact Person</b> Ms. Roberta Farber		<b>Title</b> UEZ Director	<b>Phone Number</b> (201) 333-7797
<b>6. Proposed Project/Grant Title</b> Jersey City Administrative Budget FY 11			
<b>Program Type</b> Administrative Budget: Jersey City Administrative Budget FY 11			
<b>7. Total Cost of the Project</b> \$1,198,395	<b>8. Requested Amount</b> \$1,198,395		<b>9. Funds from Other Sources</b> \$0
<b>10. Project Location (if Different from Applicant Agency)</b>			
<b>Street Address</b>			
<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Room Number</b>
<b>11. Vendor Number</b> V-226002013-99		<b>12. Employer ID</b> 69-0220260	<b>13. Tax Exempt ID</b>
<b>14. Area(s) Benefiting:</b>			
<b>15. Briefly describe the project for which you are seeking funds.</b> to fund the administration of the Jersey City Urban Enterprise Zone Program through the Jersey City Economic Development Corporation.			

16. a. Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant?

Yes  No

b. Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or task force which has regulatory or advising influence on the funding program?  Yes  No

If yes, please describe:

17. Fiscal Contact Person Ms. Donna Mauer		Title Chief Financial Officer	Phone Number (201) 547-5042
18. Agency Fiscal Year 7/1 to 6/30	19. Name of CPA Firm Appointed by Grantee		
20. <b>Certification:</b> The applicant certifies that to the best of his/her knowledge and belief all data supplied in this application and attachments are true and correct. The document has been duly authorized by the governing body of the applicant and further understands and agrees that any grant received as a result of this application shall be subject to the grant conditions and other policies, regulation, and rules issued by the New Jersey Department of Community Affairs which include provisions described in grant applications instructions.			
Name and Title of Applicant (Print)		Signature of Applicant	Date of Application

## OBJECTIVES

Objective Number: 1

Short Description: Jersey City Administrative Budget FY 11

Detailed Description
Provide adequate resources to effectively administer the Jersey City Urban Enterprise Zone Program.

Methods
Funds will be utilized for salaries and fringe, office supplies and general operating expenses.

Evaluation
The number of effective projects that are funded through UEZ program. Increase in businesses relocated and retained in Jersey City.

Application Program Component: City of Jersey City

## Scope of Services

The administrative budget will provide sufficient funding to support salaries, fringe benefits, office space and normal and customary operating expenses to appropriately manage the UEZ program within the City of Jersey City

Budget Summary

Jersey City

UEZ Assistance    Anticipated UEZ Assistance    Municipal Funds    Other Funds    Total Budget

Budget Category

Budget Category	UEZ Assistance	Anticipated UEZ Assistance	Municipal Funds	Other Funds	Total Budget
ADM - Personnel					
Salaries/Wages	\$593,883.00				\$593,883.00
Fringe Benefits	\$277,732.00				\$277,732.00
Sub-Total	\$871,615.00	\$0.00	\$0.00	\$0.00	\$871,615.00
ADM - Operating Cost					
Travel	\$2,750.00				\$2,750.00
Insurance	\$26,400.00				\$26,400.00
Other	\$10,500.00				\$10,500.00
Training	\$500.00				\$500.00
Space Cost	\$135,000.00				\$135,000.00
Telephone	\$12,210.00				\$12,210.00
Postage	\$8,000.00				\$8,000.00
Memberships	\$500.00				\$500.00
Equipment Purchase	\$3,000.00				\$3,000.00
Equipment Rental	\$16,705.00				\$16,705.00
Consumables	\$8,490.00				\$8,490.00
Sub-Total	\$224,055.00	\$0.00	\$0.00	\$0.00	\$224,055.00
ADM - Purchased Services					
Legal	\$57,000.00				\$57,000.00
Audit	\$32,000.00				\$32,000.00
Computer Services	\$5,025.00				\$5,025.00
Payroll Services	\$5,000.00				\$5,000.00
Other	\$3,300.00				\$3,300.00



Budget Detail

Jersey City

Budget Category      UEZ Assistance      Anticipated UEZ Assistance      Municipal Funds      Other Funds      Total Budget

Budget Category	UEZ Assistance	Anticipated UEZ Assistance	Municipal Funds	Other Funds	Total Budget
ADM - Personnel					
Salaries/Wages					
Total Salaries for UEZ Administrative Personnel	\$593,883.00				\$593,883.00
Minor Category Sub-Total	\$593,883.00	\$0.00	\$0.00	\$0.00	\$593,883.00
Fringe Benefits					
Total Fringe Benefits for UEZ Administrative Personnel	\$277,732.00				\$277,732.00
Minor Category Sub-Total	\$277,732.00	\$0.00	\$0.00	\$0.00	\$277,732.00
Major Category Sub-Total	\$871,615.00	\$0.00	\$0.00	\$0.00	\$871,615.00
ADM - Operating Cost					
Travel					
Travel Expenses for UEZ Administrative Personnel	\$2,750.00				\$2,750.00
Minor Category Sub-Total	\$2,750.00	\$0.00	\$0.00	\$0.00	\$2,750.00
Insurance					
Insurance coverages for Jersey City Economic Developmen	\$26,400.00				\$26,400.00
Minor Category Sub-Total	\$26,400.00	\$0.00	\$0.00	\$0.00	\$26,400.00
Other					
Cost of Employee Parking	\$10,500.00				\$10,500.00
Minor Category Sub-Total	\$10,500.00	\$0.00	\$0.00	\$0.00	\$10,500.00
Space Cost					
Office Rent	\$135,000.00				\$135,000.00
Minor Category Sub-Total	\$135,000.00	\$0.00	\$0.00	\$0.00	\$135,000.00
Training					
Anticipated expenses for staff training	\$500.00				\$500.00
Minor Category Sub-Total	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00





Urban Enterprise Zone - Jersey City 2010  
PROJECT INFORMATION

	Requested Amount	Reimbursed Amount
Administrative Budget for Previous Fiscal Year	\$1,198,398.00	\$575,067.68

Budget Increase Rationale (*applicable if increase is over previous year's budget by 5%*)

**Business Recruitment Plan for New Fiscal Year**

Outreach to the community through direct mailings, workshops, real estate agents, management companies, Special Improvement Districts and Monticello Main Street.

We continue to advertise in print media and the web.

In order to ensure that all businesses recertify for the program we send out notices to businesses if we do not receive their recertification application there is follow up via e-mail or telephone, or certified mail.

To ensure there are no businesses signed up located outside of the zone, the following procedures are in place. Each site is checked on the street location list, street map and then a site visit is completed.

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal CCTV Security Phase 3B

**Description of Proposal**

These funds will be utilized for the final phase of the Jersey City CCTV Security Program which will include design and engineering costs.

**Estimated total cost of proposal**  
UEZ Funds \$5,000,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$5,000,000.00

Anticipated number of jobs created 0

Anticipated impact on municipal tax base  
\$100.00 per household

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Central Avenue Special Improvement District Phase 12

**Description of Proposal**

Matching funds will be utilized for marketing, street cleaning and special events within the district.

**Estimated total cost of proposal**

UEZ Funds \$92,700.00

SID Funds \$92,700.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$92,700.00

Anticipated number of jobs created 0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal McGinley Square Special Improvement District Phase 12

**Description of Proposal**

These matching funds will be utilized for street maintenance and marketing of the SID.

**Estimated total cost of proposal**

UEZ Funds \$70,000.00

SID Funds \$70,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$70,000.00

Anticipated number of jobs created 0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Monticello Avenue Main Street Phase 6

**Description of Proposal**

These funds will be utilized for administrative services and activities on the Avenue.

**Estimated total cost of proposal**  
UEZ \$70,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal        \$70,000.00

Anticipated number of jobs created        0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?         Yes     No     N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Business Improvement Grant Phase 2

Description of Proposal

A matching grant for businesses to improve the exterior of their property.

Estimated total cost of proposal  
\$500,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$500,000.00

Anticipated number of jobs created 0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Journal Square Special Improvement District Phase 12

**Description of Proposal**

Continuation of funding for selected activities of the SID with UEZ funds.

**Estimated total cost of proposal**

Estimated UEZ Cost of Proposal: \$ 600,000.00  
SID Assessment: \$ 600,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal        \$600,000.00

Anticipated number of jobs created     0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?         Yes    No    N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Historic Downtown Special Improvement District Phase 12

Description of Proposal

Matching funds for the SID will be for additional services, marketing and special events.

Estimated total cost of proposal

UEZ Funds \$160,000.00

SID Funds \$160,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal            \$160,000.00

Anticipated number of jobs created        0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?         Yes    No    N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Gateway Beautification Maintenance Proposal

Description of Proposal

Jersey City has beautified entrances and main thorough fares throughout the UEZ. These funds will be utilized to replace flower, trees, banners and maintenance of each site.

Estimated total cost of proposal  
UEZ Funds \$200,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$200,000.00

Anticipated number of jobs created 0

Anticipated impact on municipal tax base  
\$20.00 per household.

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

**Name of Proposal** Women Rising Community Partnership in Hotel Training

**Description of Proposal**

These funds would be utilized for the training of individuals in hotel and food service industries.

**Estimated total cost of proposal**  
UEZ Funds \$250,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal            \$250,000.00

Anticipated number of jobs created        0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?     Yes    No    N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal CCTV Maitenance

Description of Proposal

These funds will be used for the maintenance and mark outs for the CCTV Security operations and administration.

Estimated total cost of proposal  
UEZ Funds \$845,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$845,000.00

Anticipated number of jobs created 1

Anticipated impact on municipal tax base  
\$25.00 per household

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Sustainable Urban Agriculture Program

Description of Proposal

These funds will be utilized for establishing a self sustaining hydroponics farming program.

Estimated total cost of proposal  
UEZ Funds \$1,500,00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$1,500,000.00

Anticipated number of jobs created 4

Anticipated impact on municipal tax base  
0

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

**Name of Proposal** Marketing and Real Estate Phase VIII

**Description of Proposal**

Continuation of funding for JCEDC's marketing and real estate to increase awareness of Jersey city as a preferred city in which to both work and live. This includes the marketing of the UEZ Program, tourism and UEZ businesses to shoppers.

**Estimated total cost of proposal**  
\$1,500,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal        \$1,500,000.00

Anticipated number of jobs created     0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?         Yes    No    N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal: Customer Service Skill Center Phase 7

**Description of Proposal**

Continuation of funding for the Customer Service Skills Center. This training program for individuals has resulted in a 60% placement and retention rate for graduates. This program is run through the Jersey City Episcopal Community Development Corporation a UEZ certified business.

**Estimated total cost of proposal**  
UEZ funds \$350,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal            \$350,000.00

Anticipated number of jobs created        0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?     Yes    No    N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Small Business Development Center Phase 3

**Description of Proposal**

The Small Business Development Center assists existing businesses with access capital, and creating marketing and business plans.

**Estimated total cost of proposal**

Rutgers - Federal	\$30,000.00
Rutgers - State	\$20,000.00
Commercial Bank Seminars	\$20,000.00
Program Income	\$40,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal            \$150,000.00

Anticipated number of jobs created        0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?     Yes    No    N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Police Program Year 4

Description of Proposal

UEZ funds will be utilized to augment the Police Department with funding for patrols of the UEZ areas.

Estimated total cost of proposal	
Urban Enterprise Zone Funds	\$2,458,000.00
City of Jersey City (20%)	\$ 409,756.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal            \$2,458,000.00

Anticipated number of jobs created        0

Anticipated impact on municipal tax base  
\$100.00 per property.

Can measurable be quantified?         Yes     No     N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Hudson County Community Enterprises Phase 1

Description of Proposal

Training of individuals with special needs for positions within Hudson Community Enterprises various not for profit businesses.

Estimated total cost of proposal  
UEZ \$150,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$150,000.00

Anticipated number of jobs created 20

Anticipated impact on municipal tax base  
0

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Jersey City Trolley Link

Description of Proposal

These funds will be utilized to design a trolley route and purchase/lease of a trolley for easy access of visitors and residents to and from the hotels, shopping and cultural areas of Jersey City.

Estimated total cost of proposal  
UEZ Funds \$750,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$750,000.00

Anticipated number of jobs created 1

Anticipated impact on municipal tax base  
0

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Street Maintenance Phase VII

**Description of Proposal**

Supplement the street maintenance program for Urban Enterprise Zone business areas.

Anticipated # of Jobs Created: 30

Anticipated impact on Municipal Tax Base: 0

Consistent with zone development plan: This is consistent with the zone development plan, as it is a service that enhances the municipality's street cleaning efforts as well as meeting the unmet demand for retail and related services.

**Estimated total cost of proposal**

Estimated UEZ Cost of Proposal: \$1,000,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$1,000,000.00

Anticipated number of jobs created 30 °

Anticipated impact on municipal tax base  
0

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Name of Proposal Rising Tide Capital Phase 3

Description of Proposal

Rising Tide Capital is a not for profit corporation, an entrepreneurial Academy for low income individuals to start or increase businesses in Jersey City.

Estimated total cost of proposal

Community Development Block Grant Funds	\$100,000.00
Virginia Wellington Cabot Foundation	\$ 30,000.00
Prudential Foundation	\$ 30,000.00
JPMorgan Chase Foundation	\$ 30,000.00
PPG Industries	\$ 25,000.00
Goldman Sachs	\$ 20,000.00
Bank of America Foundation	\$ 20,000.00
PNC Bank	\$ 15,000.00
Wachovia Foundation	\$ 10,000.00
Capital One Foundation	\$ 10,000.00
Independence Community Foundation	\$ 10,000.00
Fidelity Investments	\$ 10,000.00
Provident Bank Foundation	\$ 10,000.00
TD Bank Foundation	\$ 10,000.00
Individual Donations	\$ 22,759.00
Program Income	\$ 16,000.00

Urban Enterprise Zone - Jersey City 2010  
FUTURE UEZ PROPOSALS

Estimated UEZ cost of proposal \$150,000.00

Anticipated number of jobs created 0

Anticipated impact on municipal tax base  
0

Can measurable be quantified?  Yes  No  N/A

Urban Enterprise Zone - Jersey City 2010  
ATTACHMENTS (ADMINISTRATIVE BUDGET)

1a. Fully executed City Council Resolution \*

I will...

- Mail this attachment
- Hand deliver this attachment

1b. Zone Board Resolution

I will...

- Mail this attachment
- Hand deliver this attachment

2. Agreement(s) between the Zone and Firm

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2010  
SCHEDULE A: PERSONNEL

Name of Employee Anthony Cruz  
Position/Title Project Manager  
Date of Hire 2/15/2006  
Eligible for Overtime?  Yes  No  
 Full Time  Part Time  
Standard Weekly Work Hours 35  
Number of Weekly Hours Dedicated to UEZ 35  
Annual Salary \$56,812.00  
Annual Salary Requested from UEZ \$56,812.00  
Municipal Salary subsidy (if applicable) \$0.00  
Annual Fringe Benefits \$20,822.00  
Annual Fringe Benefits Requested from UEZ \$20,822.00

Submit Job Description x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Submit Resume x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2010  
SCHEDULE A: PERSONNEL

Name of Employee Tony Huggins  
Position/Title Admin. Assistant / Receptionist  
Date of Hire 10/18/2002  
Eligible for Overtime?  Yes  No  
 Full Time  Part Time  
Standard Weekly Work Hours 35  
Number of Weekly Hours Dedicated to UEZ 35  
Annual Salary \$38,989.00  
Annual Salary Requested from UEZ \$38,989.00  
Municipal Salary subsidy (if applicable) \$0.00  
Annual Fringe Benefits \$21,213.00  
Annual Fringe Benefits Requested from UEZ \$21,213.00

Submit Job Description x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Submit Resume x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2010  
SCHEDULE A: PERSONNEL

Name of Employee	Vincent DePaola
Position/Title	Project Manager
Date of Hire	1/16/2008
Eligible for Overtime?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	35
Annual Salary	\$36,050.00
Annual Salary Requested from UEZ	\$36,050.00
Municipal Salary subsidy (if applicable)	\$0.00
Annual Fringe Benefits	\$31,253.00
Annual Fringe Benefits Requested from UEZ	\$31,253.00
Submit Job Description	x
I will...	
	<input type="checkbox"/> Upload this attachment
	<input type="checkbox"/> Mail this attachment
	<input type="checkbox"/> Fax this attachment
	<input checked="" type="checkbox"/> Hand deliver this attachment
	<input type="checkbox"/> Not applicable
Submit Resume	x
I will...	
	<input type="checkbox"/> Upload this attachment
	<input type="checkbox"/> Mail this attachment
	<input type="checkbox"/> Fax this attachment
	<input checked="" type="checkbox"/> Hand deliver this attachment
	<input type="checkbox"/> Not applicable

Urban Enterprise Zone - Jersey City 2010  
SCHEDULE A: PERSONNEL

Name of Employee Ivette Feliberty  
Position/Title Project Officer  
Date of Hire 2/13/2008  
Eligible for Overtime?  Yes  No  
 Full Time  Part Time  
Standard Weekly Work Hours 35  
Number of Weekly Hours Dedicated to UEZ 35  
Annual Salary \$36,050.00  
Annual Salary Requested from UEZ \$36,050.00  
Municipal Salary subsidy (if applicable) \$0.00  
Annual Fringe Benefits \$27,898.00  
Annual Fringe Benefits Requested from UEZ \$27,898.00

Submit Job Description x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Submit Resume x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2010  
SCHEDULE A: PERSONNEL

Name of Employee Brenda Wilson  
Position/Title UEZ Certification Coordinator  
Date of Hire 7/20/1983  
Eligible for Overtime?  Yes  No  
 Full Time  Part Time  
Standard Weekly Work Hours 35  
Number of Weekly Hours Dedicated to UEZ 35  
Annual Salary \$61,285.00  
Annual Salary Requested from UEZ \$61,285.00  
Municipal Salary subsidy (if applicable)  
Annual Fringe Benefits \$26,750.00  
Annual Fringe Benefits Requested from UEZ \$26,750.00

Submit Job Description x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Submit Resume x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable



Urban Enterprise Zone - Jersey City 2010  
SCHEDULE A: PERSONNEL

Name of Employee Florence Baron  
Position/Title UEZ Certification Assistant  
Date of Hire 3/19/2002  
Eligible for Overtime?  Yes  No  
 Full Time  Part Time  
Standard Weekly Work Hours 35  
Number of Weekly Hours Dedicated to UEZ 35  
Annual Salary \$43,260.00  
Annual Salary Requested from UEZ \$43,260.00  
Municipal Salary subsidy (if applicable) \$0.00  
Annual Fringe Benefits \$22,575.00  
Annual Fringe Benefits Requested from UEZ \$22,575.00

Submit Job Description x

I will...

- Upload this attachment  
 Mail this attachment  
 Fax this attachment  
 Hand deliver this attachment  
 Not applicable

Submit Resume x

I will...

- Upload this attachment  
 Mail this attachment  
 Fax this attachment  
 Hand deliver this attachment  
 Not applicable

Urban Enterprise Zone - Jersey City 2010  
SCHEDULE A: PERSONNEL

Name of Employee Eugene Nelson  
Position/Title Chief Executive Officer  
Date of Hire 12/9/1985  
Eligible for Overtime?  Yes  No  
 Full Time  Part Time  
Standard Weekly Work Hours 35  
Number of Weekly Hours Dedicated to UEZ 35  
Annual Salary \$97,850.00  
Annual Salary Requested from UEZ \$97,850.00  
Municipal Salary subsidy (if applicable) \$0.00  
Annual Fringe Benefits \$39,281.00  
Annual Fringe Benefits Requested from UEZ \$39,281.00

Submit Job Description x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Submit Resume x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2010  
SCHEDULE A: PERSONNEL

Name of Employee Clifford Adams  
Position/Title Chief Financial Officer  
Date of Hire 8/19/2002  
Eligible for Overtime?  Yes  No  
 Full Time  Part Time  
Standard Weekly Work Hours 35  
Number of Weekly Hours Dedicated to UEZ 35  
Annual Salary \$92,700.00  
Annual Salary Requested from UEZ \$92,700.00  
Municipal Salary subsidy (if applicable)  
Annual Fringe Benefits \$28,862.00  
Annual Fringe Benefits Requested from UEZ \$28,862.00

Submit Job Description x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Submit Resume x

I will...

- Upload this attachment
- Mail this attachment
- Fax this attachment
- Hand deliver this attachment
- Not applicable

Urban Enterprise Zone - Jersey City 2010  
SCHEDULE A: PERSONNEL

Name of Employee	Roberta Farber
Position/Title	Director - UEZ
Date of Hire	12/16/2002
Eligible for Overtime?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time
Standard Weekly Work Hours	35
Number of Weekly Hours Dedicated to UEZ	35
Annual Salary	\$75,190.00
Annual Salary Requested from UEZ	\$75,190.00
Municipal Salary subsidy (if applicable)	\$0.00
Annual Fringe Benefits	\$24,207.00
Annual Fringe Benefits Requested from UEZ	\$24,207.00
Submit Job Description	x
I will...	<input type="checkbox"/> Upload this attachment <input type="checkbox"/> Mail this attachment <input type="checkbox"/> Fax this attachment <input checked="" type="checkbox"/> Hand deliver this attachment <input type="checkbox"/> Not applicable
Submit Resume	x
I will...	<input type="checkbox"/> Upload this attachment <input type="checkbox"/> Mail this attachment <input type="checkbox"/> Fax this attachment <input checked="" type="checkbox"/> Hand deliver this attachment <input type="checkbox"/> Not applicable

**Certifications of Terms and Conditions - Schedule F**

1.	I certify that this agency is not delinquent on any Federal or State debt.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	I understand that payments from NJDCA will depend on our submission of all required grant reports.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	I certify that neither members of our organization's governing body nor members of their families will receive any direct or indirect personal or monetary gain from the funding of this grant.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	I certify that our organization's Certification of Central Contractor Registration (CCR) is valid and current.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
5.	I certify that neither members of our organization's governing body nor members of their families serve on any board, council, commission, committee, or task force that has regulatory authority or advising influence on the funding program.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
	If no, please explain:			
	<b>Non-government Agencies only-</b>			
6.	If our agency has not received funds from NJDCA for the current State Fiscal Year, I will submit our organization's most recent audit.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	The information contained in the Board of Directors list in our Agency Information is adequate and up-to-date at the time of this application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
	<b>Attachments</b>			
	<b>Certification Regarding Debarment and Suspension - Schedule G</b>			
	<input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable			
	<b>Certification Regarding Lobbying - Schedule H</b>			
	<input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable			
	<b>Resolution - Schedule I</b>			
	<input checked="" type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input type="checkbox"/> Not applicable			
	<b>IRS Determination Letter (New Applicants, Non-profit, Non-government only)</b>			
	<input type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input checked="" type="checkbox"/> Not applicable			
	<b>Organizational Chart (Non-government only)</b>			
	<input checked="" type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment <input type="checkbox"/> Not applicable			
	<b>Application Cover Page</b>			
	<input checked="" type="checkbox"/> I will/have mailed this attachment <input type="checkbox"/> I will/have hand delivered this attachment			

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

City Clerk File No. Res. 10-246

Agenda No. 10.F

Approved: APR 28 2010

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), FOURTH STREET FROM NEWARK AVENUE TO MERSELES STREET BEGINNING 8:00 A.M. AND ENDING 8:00 P.M. SATURDAY, MAY 15, 2010, RAIN DATE: SUNDAY, MAY 16, 2010, AT THE REQUEST OF THE VILLAGE NEIGHBORHOOD ASSOCIATION FOR THE PURPOSE OF A NEIGHBORHOOD ART & FLEA MARKET**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Village Neighborhood Association to close Fourth Street from Newark Avenue to Merseles Street beginning 8:00 a.m. and ending 8:00 p.m. Saturday, May 15, 2010, rain date: Sunday, May 16, 2010 for the purpose of a neighborhood art & 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 296-71, 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 296-71(C), 296-72(B)(2) and 296-73(D) as the event will begin earlier than what is permitted and the application was filed by a non-resident; and

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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Fourth Street from Newark Avenue to Merseles Street beginning 8:00 a.m. and ending 8:00 p.m. Saturday, May 15, 2010 rain date: Sunday, May 16, 2010.

APPROVED: [Signature]  
Director of Traffic & Transportation

APPROVED: [Signature] *4/16/10* [Signature] *Fon* APPROVED AS TO LEGAL FORM  
Municipal Engineer

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

JDS:pcl  
(04.15.10)

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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 8:00 a.m. and ending 8:00 p.m. Saturday, May 15, 2010, rain date: Sunday, May 16, 2010, at the request of the Village Neighborhood Association for the purpose of a neighborhood art & 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 Mike McNamara on behalf of the Village Neighborhood Association, 365 Second Street, JCNJ 1.516.782.6584

**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 8:00 a.m. and ending 8:00 p.m. Saturday, May 15, 2010, rain date: Sunday, May 16, 2010

**4. Reasons (need) for the proposed program, project, et**  
Neighborhood Art & 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, May 15, 2010, rain date Sunday, May 16, 2010

**8. Anticipated completion date:**

8:00 p.m., Saturday, May 15, 2010, rain date, Sunday, May 16, 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

4/16/10

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: FOURTH ST from NEWARK AV to MERSELES ST**

**PURPOSE OF EVENT: Neighborhood Art & Flea Market**

**BEGINS: 8AM ENDS: 8PM - Saturday May 15 (rain date Sunday May 16), 2010**

**APPLICANT: Mike McNamara**

**ORGANIZATION: Village Neighborhood Association**

**STREET ADDRESS: 365 Second St**

**CITY, STATE, ZIP: Jersey City NJ 07302**

**PHONE #: 516.782.6584**

**BEING WAIVED: start time, nonresident**



42

43

34

MERSELES

5TH ST

4TH ST

BRUNSWICK

COLGATE

2ND ST

3RD ST

4TH ST

5TH ST



SCALE OF FEET

© 1906, MARCH 2005, SAUNDARY

413  
(C.A.P.A.S.)  
NEW WHITE EAGLE BLDG  
MAY & 5TH STS  
MAY & 5TH STS  
MAY & 5TH STS

414  
GARAGE  
COURT AT CORNER 1ST - 10th ST  
MAY & 5TH STS  
MAY & 5TH STS  
MAY & 5TH STS

412  
PARK'G

APTS  
FURN  
W.C. 2ND FLOOR  
W.C. 2ND FLOOR  
W.C. 2ND FLOOR

OFF'S  
(C.A.P.A.S.)  
OFF'S  
(C.A.P.A.S.)  
OFF'S  
(C.A.P.A.S.)

UNO STANCY APTS  
UNO STANCY APTS  
UNO STANCY APTS

411  
PARK'G  
PARK'G  
PARK'G

APTS  
APTS  
APTS

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

City Clerk File No. Res. 10-247

Agenda No. 10.6

Approved: APR 28 2010

TITLE:



**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), SECOND STREET FROM MARIN BOULEVARD TO ERIE STREET, WITH MANILA AVENUE KEPT OPEN, BEGINNING 8:00 A.M. AND ENDING 9:00 P.M. SUNDAY, MAY 30, 2010 AT THE REQUEST OF THE CATHOLIC ACTION FOR MARY FOR THE PURPOSE OF A STREET FAIR AND RELIGIOUS PROCESSION**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Catholic Action of Mary to close Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, beginning 8:00 a.m. and ending 9:00 p.m. Sunday, May 30, 2010 for the purpose of a street fair and religious procession; and

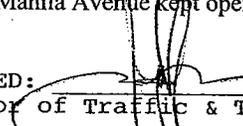
**WHEREAS**, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

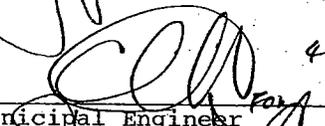
**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

**WHEREAS**, the request to close Second Street does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(2) and 296-73(D) as the event will begin earlier and end later than what is permitted and the street closure is more than one block; and

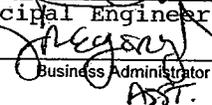
**WHEREAS**, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73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

**NOW THEREFORE BE IT RESOLVED**, that the Municipal Council via adoption of this resolution authorizes the closing of Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, beginning 8:00 a.m. and ending 9:00 p.m. Sunday, May 30, 2010.

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED AS TO LEGAL FORM

APPROVED:   
Business Administrator

Corporation Counsel

JDS:pcl  
(04.15.10)

Certification Required

Not Required

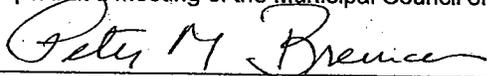
APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/28/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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), Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, beginning 8:00 a.m. and ending 9:00 p.m. Sunday, May 30, 2010, at the request of the Catholic Action of Mary for the purpose of a street fair and religious procession.

**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 Deacon Cesar Sarmiento on behalf of the Catholic Action of Mary, 209 Third Street, JCNJ 201.543.8005

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

Authorize the closing of Second Street from Marin Boulevard to Erie Street, with Manila Avenue kept open, beginning 8:00 a.m. and ending 9:00 p.m. Sunday, May 30, 2010

**4. Reasons (need) for the proposed program, project, et**  
Street Fair & Religious Procession

**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., Sunday, May 30, 2010

**8. Anticipated completion date:**

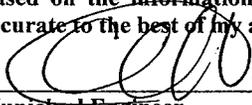
9:00 p.m., Sunday, May 30, 2010

**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

4/16/10  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

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

**PURPOSE OF EVENT: street fair & religious procession**

**BEGINS: 8AM ENDS: 9PM - SUNDAY, MAY 30, 2010**

**APPLICANT: Deacon Cesar Sarmiento**

**ORGANIZATION: Catholic Action of Mary**

**STREET ADDRESS: 209 Third St**

**CITY, STATE, ZIP: Jersey City NJ 07302**

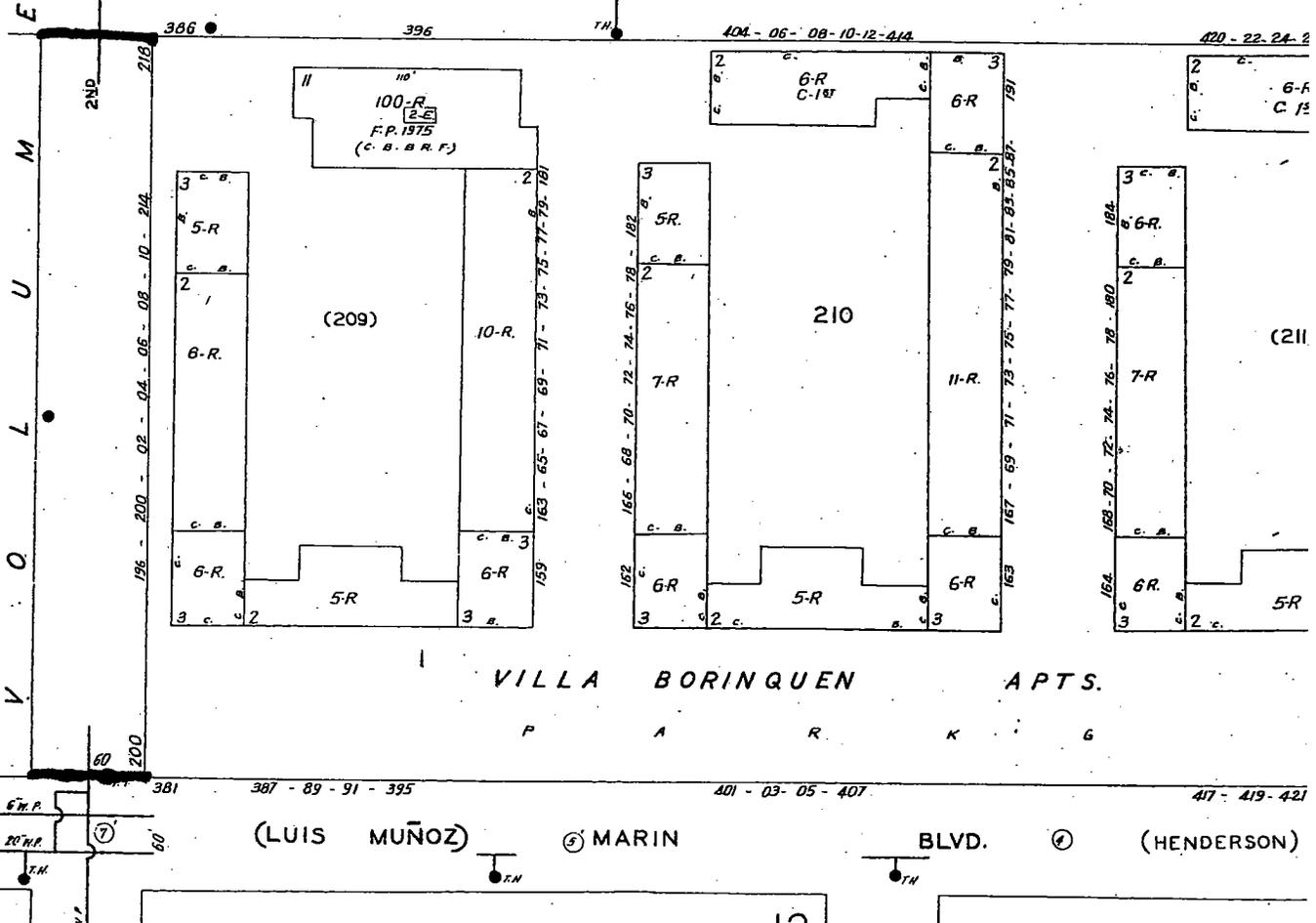
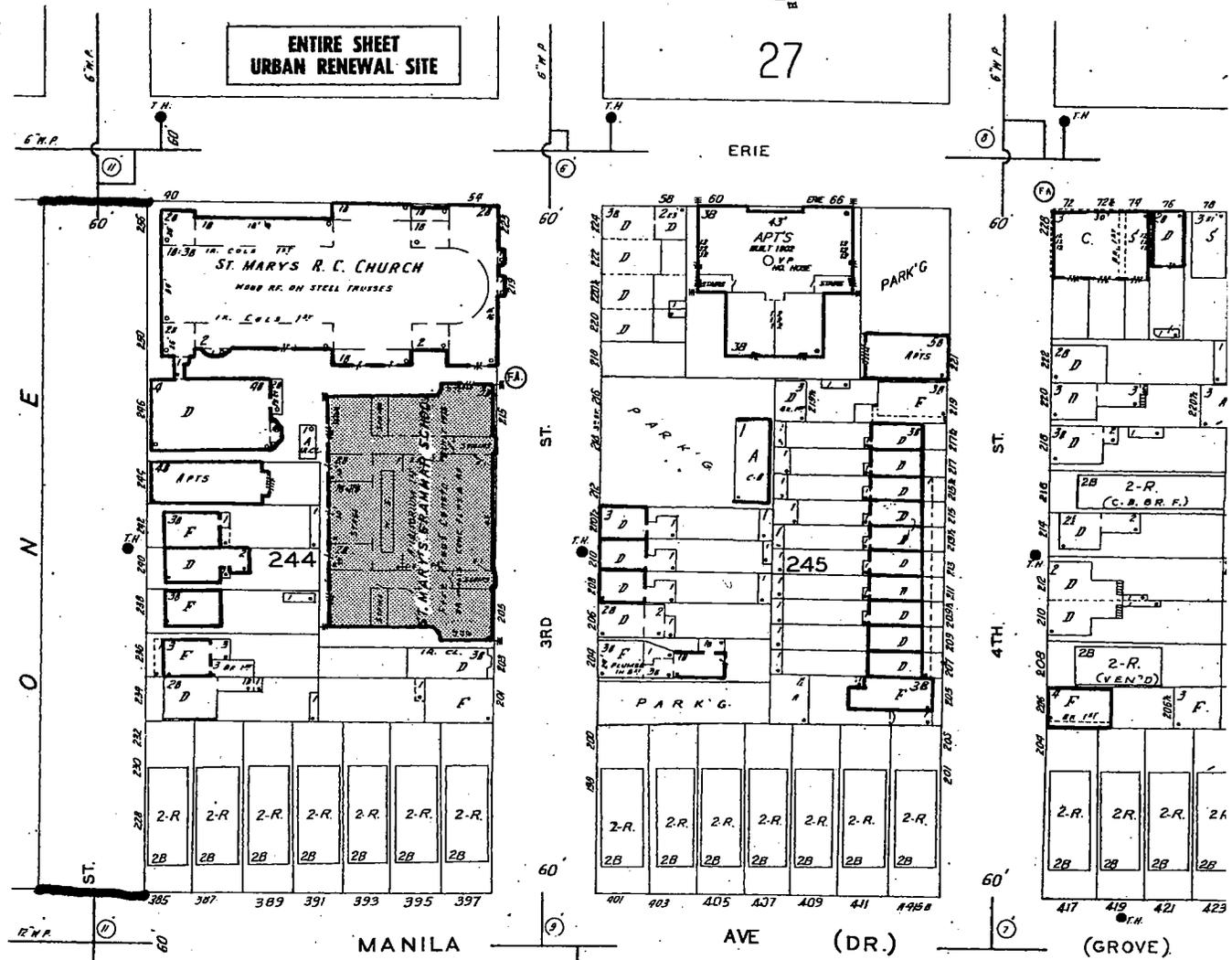
**PHONE #: 201.543.8005**

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



ENTIRE SHEET  
URBAN RENEWAL SITE

27



13

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

City Clerk File No. Res. 10-248

Agenda No. 10.H

Approved: APR 28 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BRUNSWICK STREET FROM COLUMBUS DRIVE TO MONTGOMERY STREET WITH THE EAST CURB LANE KEPT OPEN FOR SAFETY REASONS, BEGINNING 3:00 P.M. AND ENDING 10:00 P.M., FRIDAY, JUNE 25, 2010 AND BEGINNING 11:00 A.M. AND ENDING 10:00 P.M., SATURDAY, JUNE 26, 2010 AND SUNDAY, JUNE 27, 2010 AT THE REQUEST OF THE PARISH OF THE RESURRECTION FOR THE PURPOSE OF A PARISH FUND RAISER TO SUPPORT THE PARISH AND SCHOOL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from the Parish of the Resurrection to close Brunswick Street from Columbus Drive to Montgomery Street, with the east curb lane kept open for safety reasons, beginning 3:00 p.m. and ending 10:00 p.m., Friday, June 25, 2010 and beginning 11:00 a.m. and ending 10:00 p.m., Saturday, June 26, 2010 and Sunday, June 27, 2010 for the purpose of a Parish fund raiser to support the Parish and school; 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 Section 296-72 (B)(2)(8) and 296-73(D) be waived; and

**WHEREAS**, the request to close Brunswick Street, with the east curb lane kept open for safety reasons, does not meet one or more of the requirements set forth in Section 296-72(B) (2) (8) AND 296-73(D) because the event will begin on a weekday and the start and end times exceed the permitted limits; 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 one or more of the 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 Brunswick Street from Columbus Drive to Montgomery Street, with the east curb lane kept open for safety reasons, beginning 3:00 p.m. and ending 10:00 p.m., Friday, June 25, 2010 and beginning 11:00 a.m. and ending 10:00 p.m., Saturday, June 26, 2009 and Sunday, June 27, 2010.

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

*[Handwritten signature]* 4/16/10

APPROVED: \_\_\_\_\_  
Municipal Engineer

APPROVED AS TO LEGAL FORM

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

*[Handwritten signature]*  
Corporation Counsel

JDS:pcl  
(04.15.10)

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/28/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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.

*[Handwritten signature: Peter M. Brennan]*  
Peter M. Brennan, President of Council

*[Handwritten signature: Robert Byrne]*  
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Brunswick Street from Columbus Drive to Montgomery Street, with the east curb lane kept open for safety reasons, beginning 3:00 p.m. and ending 10:00 p.m., Friday, June 25, 2010 and beginning 11:00 a.m. and ending 10:00 p.m. Saturday, June 26, and Sunday, June 27, 2010 at the request of the Parish of the Resurrection for the purpose of a Parish fund raiser to support the Parish and school

**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 Bro. Louis Mauro, S.J. on behalf of the Parish of the Resurrection, 209 Third Street, JCNJ 201.434.8500

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

Authorize the closing of Brunswick Street from Columbus Drive to Montgomery Street with the east curb lane kept open for safety reasons, beginning 3:00 p.m. and ending 10:00 p.m., Friday, June 25, 2010 and beginning 11:00 a.m. and ending 10:00 p.m., Saturday, June 26, 2010 and Sunday, June 27, 2010

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

Raise funds for the Parish and school

**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:**

Beginning 3:00 p.m. Friday, June 25, 2010  
Beginning 11:00 a.m. Saturday, June 26, 2010 and Sunday, June 27, 2010

**8. Anticipated completion date:**

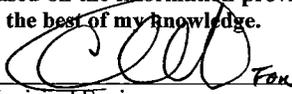
Ending 10:00 p.m., Friday, June 25, 2010  
Ending 10:00 p.m., Saturday, June 26, 2010 and Sunday, June 27, 2010

**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

4/16/10  
Date

Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCK: BRUNSWICK ST from COLUMBUS DR to MONTGOMERY ST  
with the east curb lane kept open**

**PURPOSE OF EVENT:** raise funds to support Parish & School

**BEGINS: 3PM ENDS: 10PM Friday, June 25, 2010**

**BEGINS: 11AM ENDS: 10PM Saturday & Sunday, June 26 & 27, 2010**

**APPLICANT:** Bro. Louis Mauro, S.J.

**ORGANIZATION:** Parish of Resurrection

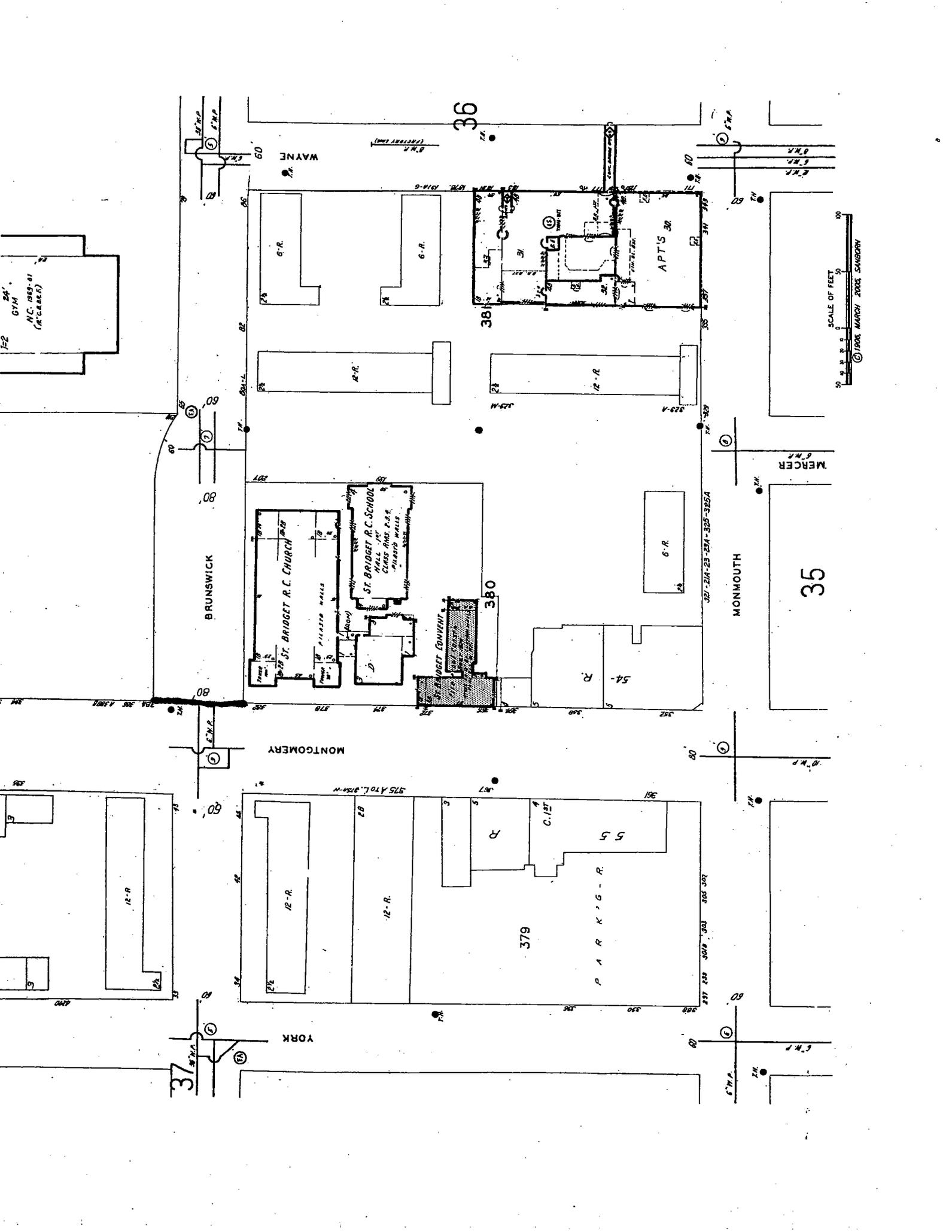
**STREET ADDRESS:** 209 Third St

**CITY, STATE, ZIP:** Jersey City NJ 07302

**PHONE #:** 201.434.8500

**BEING WAIVED:** day of week, start & end times





F-2  
GYM  
24' x 34'  
(N.C. 1083-81  
(RECREATION))

SCALE OF FEET  
0 10 20 30 40 50 60 70 80 90 100  
© 1906 MARCH 2002 SANDROW

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

City Clerk File No. Res. 10-249

Agenda No. 10.1

Approved: APR 28 2010

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS, BLEECKER STREET, ONE BLOCK FROM PASSAIC AVENUE TO CENTRAL AVENUE; BOWERS STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO SUMMIT AVENUE; CENTRAL AVENUE, TEN BLOCKS, FROM HUTTON STREET TO CONGRESS STREET; CHARLES STREET, ONE BLOCK, FROM CENTRAL AVENUE TO SUMMIT AVENUE; GRIFFITH STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO SUMMIT AVENUE; LINCOLN STREET, ONE BLOCK, FROM CENTRAL AVENUE TO SUMMIT AVENUE; PATERSON STREET, ONE BLOCK, FROM CENTRAL AVENUE TO PASSAIC AVENUE; SOUTH STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO PASSAIC AVENUE; THORNE STREET, ONE BLOCK, FROM SUMMIT AVENUE TO CENTRAL AVENUE AND ZABRISKIE STREET, ONE BLOCK, FROM SUMMIT AVENUE TO CENTRAL AVENUE BEGINNING 5:00 A.M. AND ENDING 8:00 P.M., SATURDAY, MAY 22, 2010 AT THE REQUEST OF THE CENTRAL AVENUE SID MANAGEMENT CORPORATION FOR THE PURPOSE OF AN EVERYTHING JERSEY CITY FESTIVAL - COMMUNITY FESTIVAL**

**WHEREAS**, the Division of Engineering, Traffic and Transportation has received an application from The Central Avenue SID Management Corporation to close Bleecker Street, one block, from Passaic Avenue to Central Avenue; Bowers Street, two blocks, from Cambridge Avenue to Summit Avenue; Central Avenue, ten blocks, from Hutton Street to Congress Street; Charles Street, one block, from Central Avenue to Summit Avenue; Griffith Street, two blocks, from Cambridge Avenue to Summit Avenue; Lincoln Street, one block, from Central Avenue to Summit Avenue; Paterson Street, one block, from Central Avenue to Passaic Avenue; South Street, two blocks, from Cambridge Avenue to Passaic Avenue; Thorne Street, one block, from Summit Avenue to Central Avenue and Zabriskie Street, one block, from Summit Avenue and Central Avenue beginning 5:00 a.m. and ending 8:00 p.m., Saturday, May 22, 2010, for the purpose of an Everything Jersey City Festival – Community Festival; and

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

**WHEREAS**, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 (B)(2)(8) and 296-73(D) be waived; and

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

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

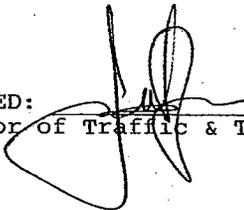
JDS:pcl  
(04.15.10)

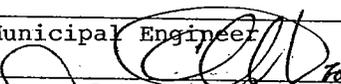
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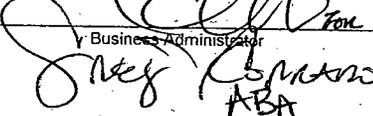
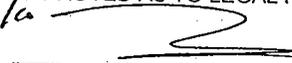
TITLE:

RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREETS, BLEECKER STREET, ONE BLOCK FROM PASSAIC AVENUE TO CENTRAL AVENUE; BOWERS STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO SUMMIT AVENUE; CENTRAL AVENUE, TEN BLOCKS, FROM HUTTON STREET TO CONGRESS STREET; CHARLES STREET, ONE BLOCK, FROM CENTRAL AVENUE TO SUMMIT AVENUE; GRIFFITH STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO SUMMIT AVENUE; LINCOLN STREET, ONE BLOCK, FROM CENTRAL AVENUE TO SUMMIT AVENUE; PATERSON STREET, ONE BLOCK, FROM CENTRAL AVENUE TO PASSAIC AVENUE; SOUTH STREET, TWO BLOCKS, FROM CAMBRIDGE AVENUE TO PASSAIC AVENUE; THORNE STREET, ONE BLOCK, FROM SUMMIT AVENUE TO CENTRAL AVENUE AND ZABRISKIE STREET, ONE BLOCK, FROM SUMMIT AVENUE TO CENTRAL AVENUE BEGINNING 6:00 A.M. AND ENDING 8:00 P.M., SATURDAY, MAY 16, 2009 AT THE REQUEST OF THE CENTRAL AVENUE IMPROVEMENT DISTRICT FOR THE PURPOSE OF AN EVERYTHING JERSEY CITY COMMUNITY FESTIVAL

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Bleecker Street, one block, from Passaic Avenue to Central Avenue; Bowers Street, two blocks, from Cambridge Avenue to Summit Avenue; Central Avenue, ten blocks, from Hutton Street to Congress Street; Charles Street, one block, from Central Avenue to Summit Avenue; Griffith Street, two blocks, from Cambridge Avenue to Summit Avenue; Lincoln Street, one block, from Central Avenue to Summit Avenue; Paterson Street, one block, from Central Avenue to Passaic Avenue; South Street, two blocks, from Cambridge Avenue to Passaic Avenue, Thorne Street, one block, from Summit Avenue to Central Avenue and Zabriskie Street, one block, from Summit Avenue to Central Avenue beginning 5:00 a.m. and ending 8:00 p.m. Saturday, May 22, 2010.

APPROVED:   
Director of Traffic & Transportation

APPROVED:  Municipal Engineer 4/16/10 APPROVED AS TO LEGAL FORM

APPROVED:  Business Administrator  Corporation Counsel

JDS:pcl  
(04.15.10)

Certification Required   
Not Required

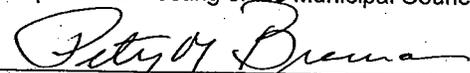
APPROVED 8-0  
4/28/10

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	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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:**

Resolution authorizing the closing of a municipal street(s), Bleecker Street, one block from Passaic Avenue to Central Avenue; Bowers Street, two blocks, from Cambridge Avenue to Summit Avenue; Central Avenue, ten blocks, from Hutton Street to Congress Street; Charles Street, one block, from Central Avenue to Summit Avenue; Griffith Street, two blocks, from Cambridge Avenue to Summit Avenue; Lincoln Street, one block, from Central Avenue to Summit Avenue; Paterson Street, one block, from Central Avenue to Passaic Avenue; South Street, two blocks, from Cambridge Avenue to Passaic Avenue; Thorne Street, one block, from Summit Avenue to Central Avenue and Zabriskie Street, one block, from Summit Avenue to Central Avenue beginning 5:00 a.m. and ending 8:00 p.m., Saturday, May 22, 2010 at the request of the Central Avenue SID Management Corporation for the purpose of an Everything Jersey City Festival - Community Festival

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

Joao D'Souza, Director of Traffic and Transportation, Division of Engineering, Traffic and Transportation at the request of David Diaz, District Manager on behalf of the Central Avenue SID Management Corporation, 366 Central Avenue, JCNJ 201.656.1366

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

Close Bleecker Street, one block from Passaic Avenue to Central Avenue; Bowers Street, two blocks, from Cambridge Avenue to Summit Avenue; Central Avenue, ten blocks, from Hutton Street to Congress Street; Charles Street, one block, from Central Avenue to Summit Avenue; Griffith Street, two blocks, from Cambridge Avenue to Summit Avenue; Lincoln Street, one block, from Central Avenue to Summit Avenue; Paterson Street, one block, from Central Avenue to Passaic Avenue; South Street, two blocks, from Cambridge Avenue to Passaic Avenue; Thorne street, one block, from Summit Avenue to Central Avenue and Zabriskie Street, one block, from Summit Avenue to Central Avenue on Saturday, May 22, 2010 beginning 5:00 a.m. and ending 8:00 p.m.

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

Everything Jersey City community festival

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

Community Festival

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

No Cost to the City

**Date proposed program, or project will commence:**

5:00 a.m., Saturday, May 22, 2010

**8. Anticipated completion date:**

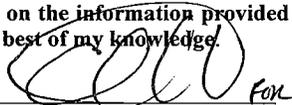
8:00 p.m., Saturday, May 22, 2010

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, 201.547.4468

**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

4/16/10

Date

Signature of Department Director

Date

# **APPLICATION FOR RECREATIONAL EVENT ST CLOSURE**

**BLOCKS:** see attached

**PURPOSE OF EVENT:** Everything Jersey City Festival - Community Festival

**BEGINS: 5AM ENDS: 8PM - Saturday May 22, 2010**

**APPLICANT:** David Diaz, District Manager

**ORGANIZATION:** Central Av SID Mngt Corp

**STREET ADDRESS:** 366 Central Av

**CITY, STATE, ZIP:** Jersey City NJ 07307

**PHONE #:** 201.656.1366

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

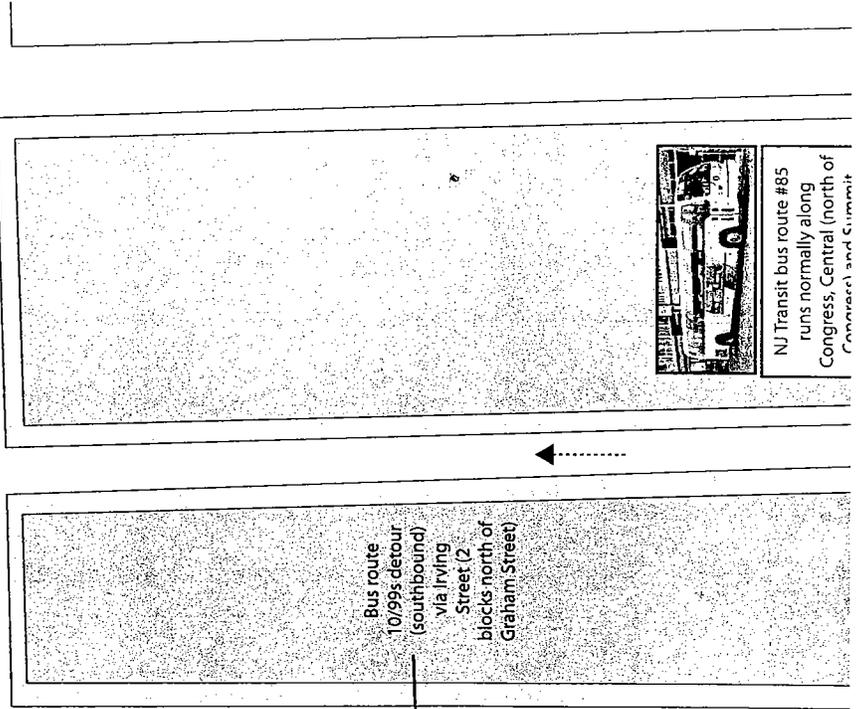
**Everything Jersey City Festival**  
**Saturday, May 22, 2010**  
**Streets to be Closed 5 AM to 8 PM**

Central Avenue ten blocks from Hutton Street to Congress Street  
Paterson Street one block from Passaic Avenue to Central Avenue  
Bleecker Street one block from Passaic Avenue to Central Avenue  
South Street two blocks from Passaic Avenue to Cambridge Avenue  
Thorne Street one block from Summit Avenue to Central Avenue  
Charles Street one block from Summit Avenue to Central Avenue  
Bowers Street two blocks from Summit Avenue to Cambridge Avenue  
Lincoln Street one block from Summit Avenue to Central Avenue  
Griffith Street two blocks from Summit Avenue to Cambridge Avenue  
Zabriskie Street one block from Summit Avenue to Central Avenue



Washington Park

North Street

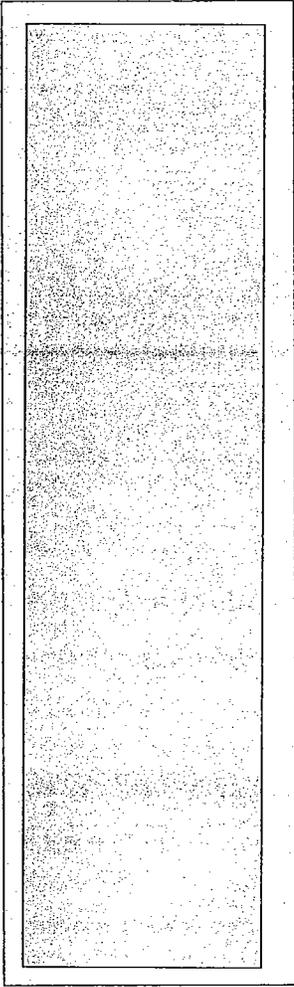


Bus route  
10/99s detour  
(southbound)  
via Irving  
Street (2  
blocks north of  
Graham Street)

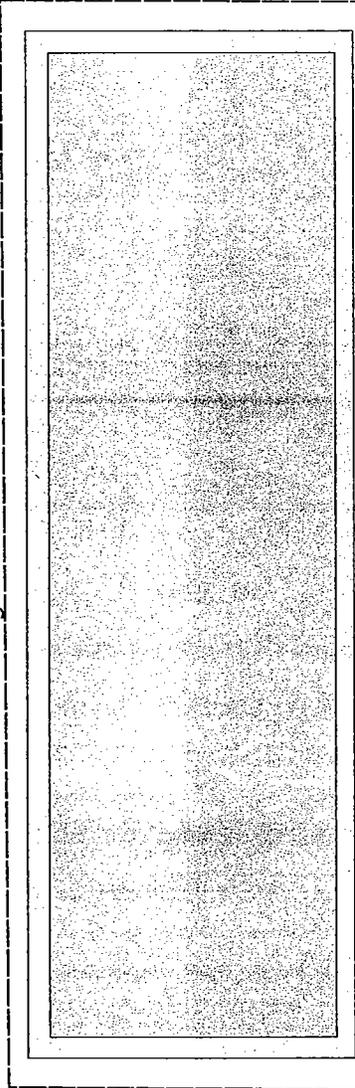


NJ Transit bus route #85  
runs normally along  
Congress, Central (north of  
Congress) and Summit

Central Avenue



Irving Street



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

# Everything Jersey City Festival

Saturday  
May 22, 2010

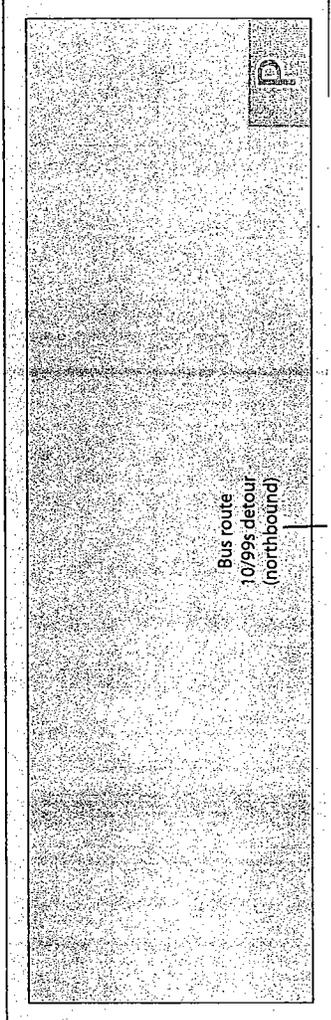
Central Avenue, Jersey City, NJ

366 Central Avenue  
Jersey City, NJ 07307  
Ph. (201) 656-1366  
Fx. (201) 656-4037  
casid@cheights.com

Central Avenue  
REGAL MUSEUMS PARTNER  
MUSEUM CORPORATION

www.JCHeights.com

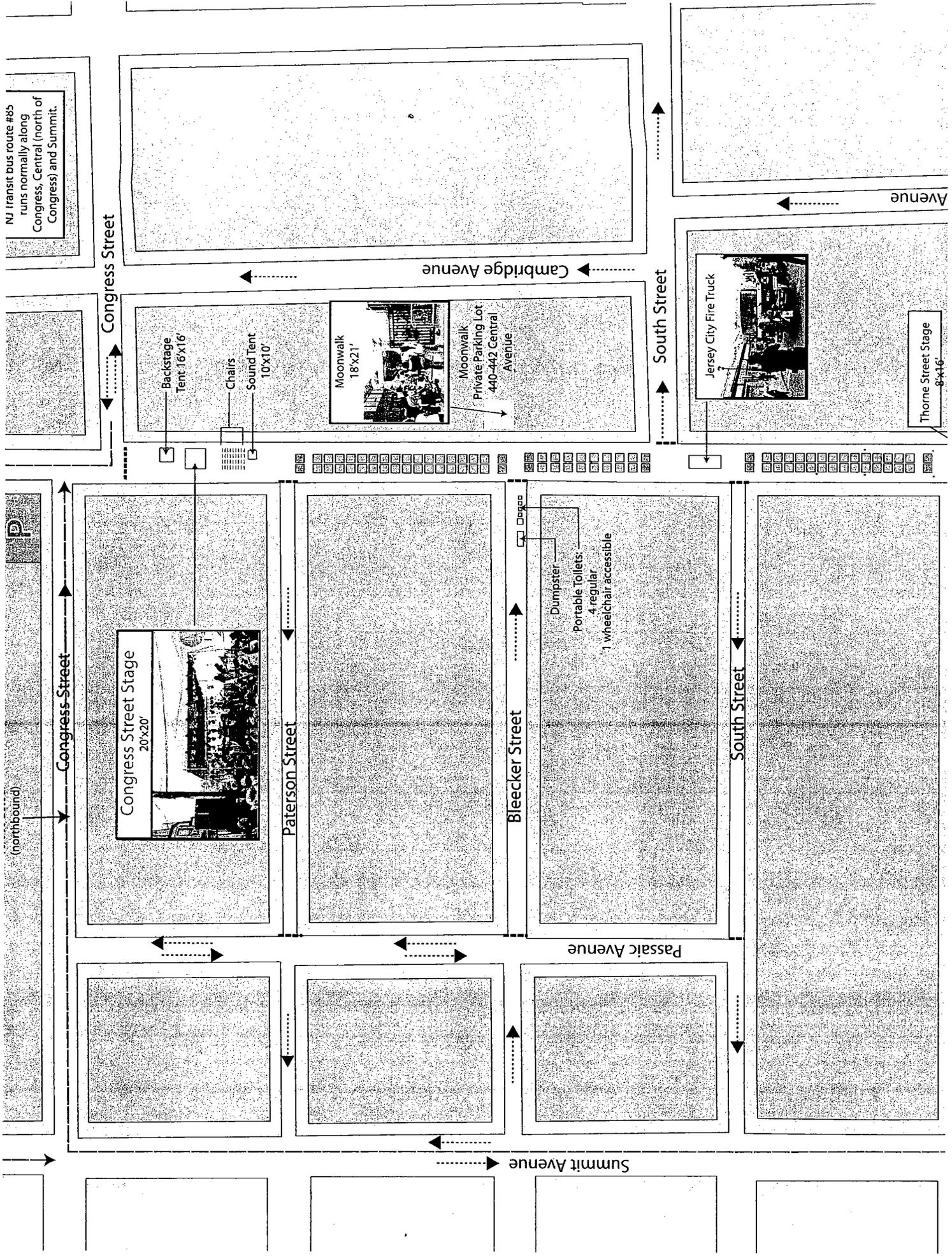
Graham Street



Bus route  
10/99s detour  
(northbound)



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

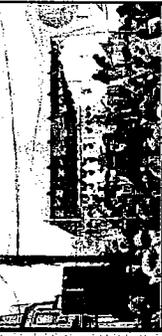


P

(northbound)



Congress Street Stage 20'x20'



Backstage Tent 16'x16'

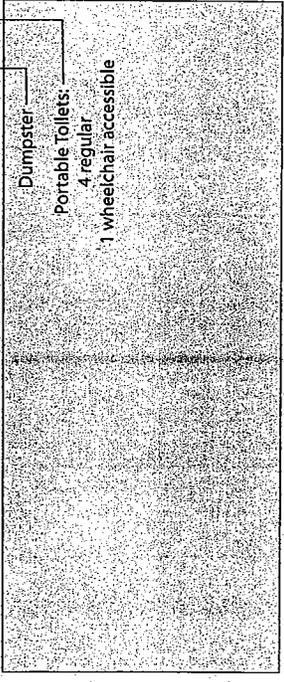
Chairs

Sound Tent 10'x10'



Moonwalk 18'x21'

Moonwalk Private Parking Lot 440-442 Central Avenue



Dumpster

Portable Toilets: 4 regular

1 wheelchair accessible



Jersey City Fire Truck

Avenue

Thorne Street Stage 8'x16'

Congress Street

Paterson Street

Bleeker Street

South Street

Cambridge Avenue

South Street

Summit Avenue

Passaic Avenue

**Jersey City Everything Festival  
Proposed Layout**

Scale: 1 in. = 120 ft.

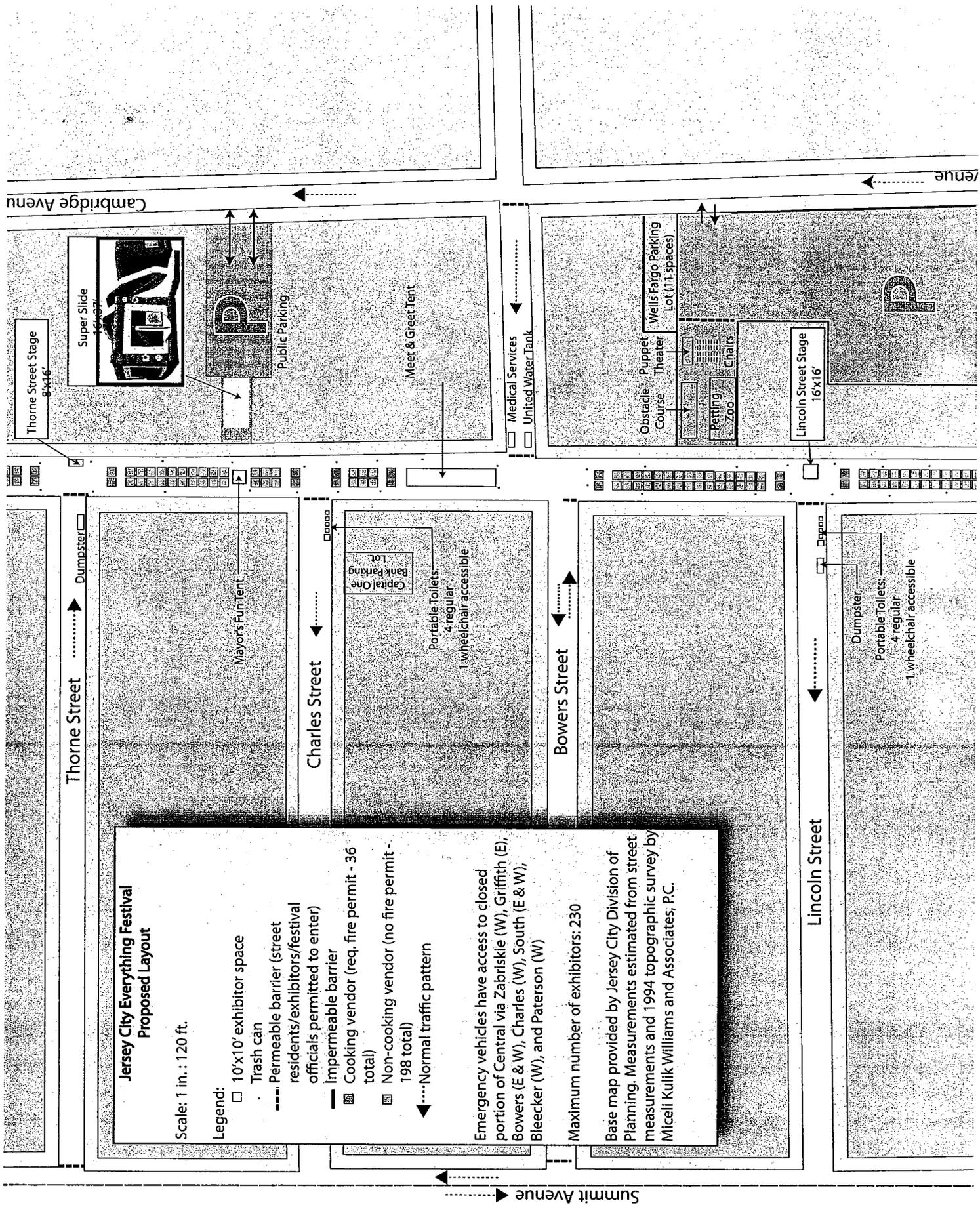
**Legend:**

- 10'x10' exhibitor space
- Trash can
- - - Permeable barrier (street residents/exhibitors/festival officials permitted to enter)
- Impermeable barrier
- Cooking vendor (req. fire permit - 36 total)
- Non-cooking vendor (no fire permit - 198 total)
- ◄ Normal traffic pattern

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

Maximum number of exhibitors: 230

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



**Jersey City Everything Festival  
Proposed Layout**

Scale: 1 in. = 120 ft.

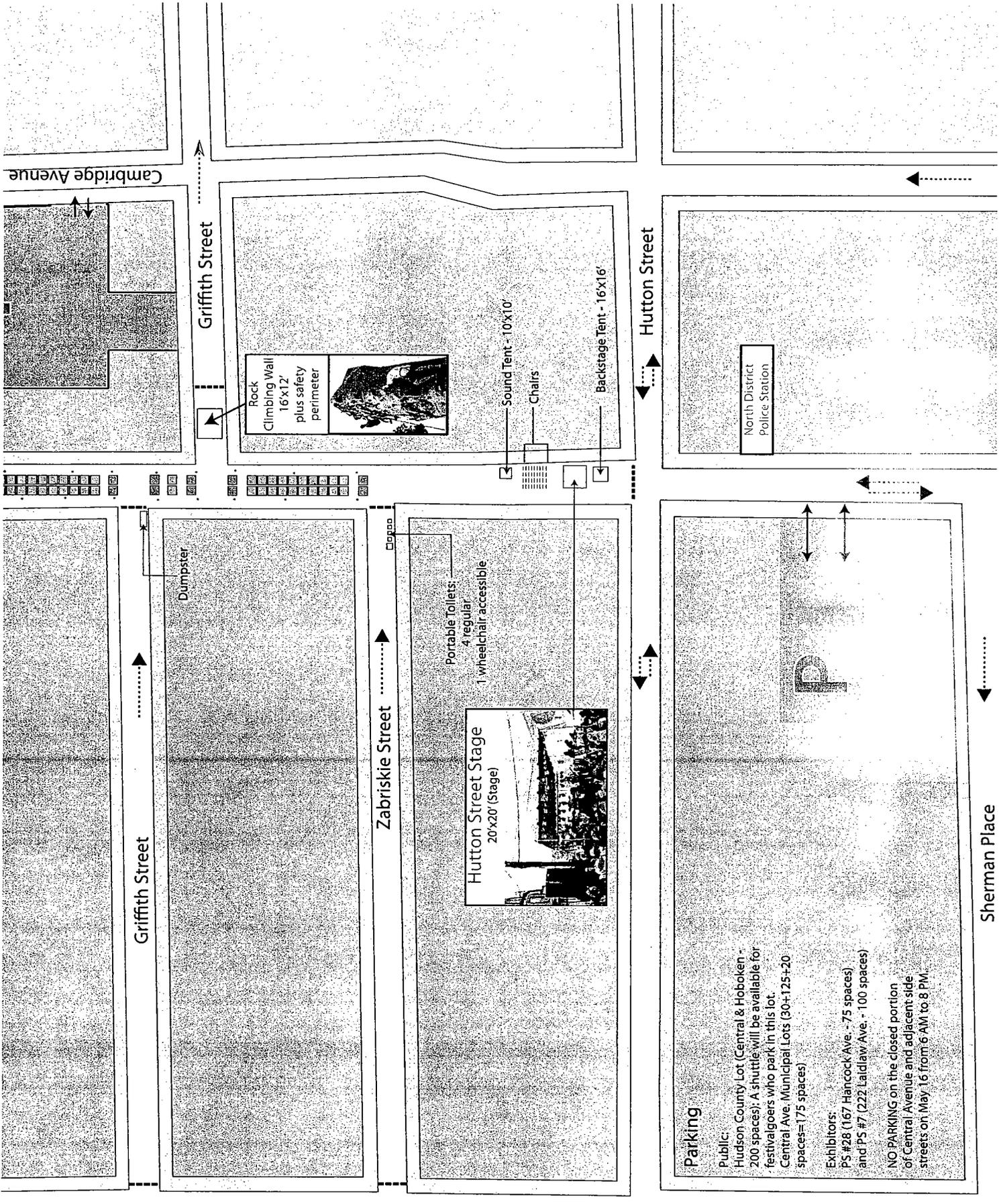
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Maximum number of exhibitors: 230

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



Summit Avenue

Cambridge Avenue

Griffith Street

Hutton Street

Sherman Place

Zabriskie Street

Griffith Street

Rock Climbing Wall  
16'x12'  
plus safety perimeter



Sound Tent - 10'x10'

Chairs

Backstage Tent - 16'x16'

North District Police Station

Dumpster

Portable Toilets:  
4 regular  
1 wheelchair accessible

Hutton Street Stage  
20'x20' (Stage)



**Parking**

**Public:**  
Hudson County Lot (Central & Hoboken - 200 spaces); A shuttle will be available for festivalgoers who park in this lot.  
Central Ave. Municipal Lots (30+125+20 spaces=175 spaces)

**Exhibitors:**  
PS #28 (167 Hancock Ave. - 75 spaces) and PS #7 (222 Lalclaw Ave. - 100 spaces)

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



Sherman Place

**Transit Information**

NJ Transit bus route #87 runs on normal route

Goach USA routes # 10 and #99s detour off Central onto Summit Ave. via Manhattan Ave. and Congress St. (northbound) or Irving St. (southbound).

NJ Transit bus routes #84 and #86 run normally on Palisade.

NJ Transit route #83 runs normally on Summit.

Hudson-Bergen Light Rail to the 9th Street-Congress Street station - take the elevator to Congress Street and take the FREE shuttle to Central Avenue

Bus route 10/99s detour

Manhattan Avenue

Pershing Field

Franklin Street

Manhattan Avenue

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

City Clerk File No. Res. 10-250

Agenda No. 10.J

Approved: APR 28 2010

TITLE:



## RESOLUTION AUTHORIZING A REFUND/CREDIT OF \$748,579.44 AND A REDUCTION IN ASSESSMENT TO SETTLE TAX APPEALS FILED BY THE OWNERS OF VARIOUS PROPERTIES.

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

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

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

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

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

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

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

**These settlements will result in a refund and/or credit in the amount of \$748,579.44.**

MAM/mw  
4/15/10

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

APPROVED: B. O'Reilly  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required

Not Required

2010061

APPROVED 8-0  
4/28/10

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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

SCHEDULE A - Dated: April 15, 2010 MEETING: April 28, 2010

Block	Lot	Tax Years	TaxPayer Owner	Property Address	Present Assessment	Settled Assessment	Assessment Reduction	Refund
2154.2	3.C	2008	14-16 Burma Road	14 Burma Road	\$2,420,000	\$190000	\$520000	\$28,870.40
2154.2	3.C	2009	14-16 Burma Road	14 Burma Rd.	\$2,420,000	\$1840000	\$580000	\$34,805.80
1002	99.A	2009	Jefferson Street Partners II	390 New County Rd	\$1,757,400	\$1500000	\$257400	\$15,446.57
1002	99.A	2008	Jefferson Street Partners, II	390 New County Rd.	\$1,757,400	\$1600000	\$157400	\$8,738.85
142	A	2009	S. Berger Import & MFG	124-142 First Street	\$4,021,000	\$1051200	\$2969800	\$178,217.70
1874	10	2009	The Sophia Tutor Apt.	68 Van Reypen Street	\$1,050,000	\$925000	\$125000	\$7,501.25
1874	10	2008	The Sophia Tutor Apt.	68 Van Reypen St	\$1,050,000	\$890000	\$160000	\$8,883.20
203	26	2008	Wells Reit II - International Financial Tower	95 Columbus Drive	\$48,467,300	\$48467300	\$0	\$0.00
203	26	2009	Wells Reit II International Financial Tower	95 Columbus Drive	\$48,467,300	\$40700000	\$7767300	\$466,115.67

<u>Refund</u>	<u>Total Refunds</u>
28,870.40	28870.4
34,805.80	63676.2
15,446.57	79122.77
8,738.85	87861.62
178,217.70	266079.32
7,501.25	273580.57
8,883.20	282463.77
0	282463.77
466,115.67	748579.44

**OFFICE OF THE BUSINESS ADMINISTRATOR  
MEMORANDUM**

**DATE:** April 16, 2010

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

**FROM:** Brian O'Reilly, Business Administrator

**SUBJECT:** Proposed Resolution/Tax Appeal Settlement Agreement for Coles Street Associates

---

The attached resolution requests the Municipal Council to authorize a settlement agreement, which was negotiated between the Tax Assessor and the owners of the properties listed on the attached page. The refunds result from an agreement that the assessments of the properties fell outside the range permitted for the 2008 and 2009 tax years. The total tax dollar refund for these appeals is \$748,579.44.

The largest refund goes to Wells Reit II, for their property at 95 Christopher Columbus Drive. While the appeal of the assessment for 2008 was withdrawn, an analysis of the income indicated a market value that would not support the assessment for 2009. The other large refund goes to S. Berger Imports for its vacant warehouse in the Powerhouse Arts District. Both the deteriorated condition of the building and the restrictions placed on its development adversely affect its market value. For the industrial site at 14-16 Burma Road, (predominantly owner-occupied), an analysis was made of sales of similar properties to determine market value for the subject. For the warehouse/truck terminal owned by Jefferson Street Partners and the apartment building owned by Sophia Tudor Apts., an analysis was made of the income and expenses related to the properties to determine market value. In each case, the value arrived at did not support the assessment for the years under appeal.

For all of these properties, the assessments had not been challenged in several years.

The value of commercial properties is calculated by using the income and expense information for the subject property for the relevant tax year, while also considering the sales of comparable properties, if any. In each case, the presumed value of the property must then be multiplied by the ratio for the given tax year to determine whether the assessment falls within the statutory range.

For example, if sales indicate that commercial properties in a certain area of the city are selling in the range of \$140 per square foot, rents being relatively equal, the market value for a 100,000 square foot building in that area would be approximately \$14,000,000. The ratio is determined by comparing the actual sale prices and the assessments of properties that have sold during the two years prior to the tax year in question. Under Title 54, assessments are valid if they fall within what is called the statutory range or "corridor" (i.e. 15% below to 15% above the ratio for a given tax year). The statutory range for the 2008 tax year, with a ratio of 26.12%, was 22.20% to 30.04%. Therefore, a valid assessment for that year should fall between \$3,108,300 and \$4,205,300. In 2009, the ratio dropped to 25.64%. Assuming the same market value, the range of valid assessments would change to \$3,051,200 to \$4,128,000. As the ratios and sales prices change from year to year, so would the actual dollar amount constituting a valid assessment.

The Tax Assessor and I recommend this settlement as being in the best interests of the City.

BO'R/mm

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

City Clerk File No. Res. 10-251

Agenda No. 10.K

Approved: APR 28 2010

TITLE:



**RESOLUTION RATIFYING A LICENSE AGREEMENT WITH NBC STUDIOS/OPEN 4 BUSINESS PRODUCTIONS, LLC TO ENTER ONTO CITY PROPERTY KNOWN AS 451-457 OCEAN AVENUE AND RATIFYING A PAYMENT AGREEMENT WITH NBC STUDIOS/OPEN 4 BUSINESS PRODUCTIONS, LLC**

**WHEREAS**, NBC Studios/Open 4 Business Productions, LLC, 10 Enterprise Avenue North, Secaucus, New Jersey 07094 (NBC) is the producer of a television show known as Mercy; and

**WHEREAS**, NBC filmed scenes for the show at 445 Ocean Avenue on Tuesday, April 20, 2010 and Wednesday, April 21, 2010; and

**WHEREAS**, NBC entered onto City owned property known as 451-457 Ocean Avenue on April 20 and 21, 2010 to use the property as a staging area and parking area for vehicles, for video equipment and craft services; and

**WHEREAS**, during the filming on April 20, 2010 NBC included a parked Jersey City Fire Department Rescue Rig (Rescue Rig) in some of the scenes that were filmed; and

**WHEREAS**, NBC agreed to compensate the City by paying an hourly fee of \$100.00 for the use of the Rescue Rig and payment of an hourly fee of \$83.74 for one off-duty officer and \$63.19 for each of the two (2) off-duty fireman necessary for manning the rescue rig.

**NOW, THEREFORE BE IT RESOLVED** that:

1. The Mayor or Business Administrator is authorized to execute the License Agreement attached hereto;
2. The term of the License Agreement was for two (2) days, April 20 and 21, 2010; and
3. The Mayor or Business Administrator is authorized to execute the Payment Agreement attached hereto for the use of a Jersey City Fire Department Rescue Rig on April 20, 2010.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

2010064

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/28/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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

## PAYMENT AGREEMENT

AGREEMENT made this 20 day of April, 2010 between the City of Jersey City, a Municipal Corporation of the State of New Jersey ("City"), City Hall, 280 Grove Street, Jersey City, New Jersey 07302 and NBC Studios/Open 4 Business Productions, LLC ("NBC"), 10 Enterprise Avenue North, Secaucus, New Jersey 07094

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

### ARTICLE I

#### Purpose of Agreement

NBC intends to film scenes for a television show known as Mercy. On Tuesday, April 20, 2010, NBC will be filming at 445 Ocean Avenue, Jersey City. NBC intends to include a Jersey City Fire Department Rescue Rig (Rescue Rig) in some of the scenes that will be filmed. The purpose of this Agreement is for NBC to compensate the City for costs arising from use of the Rescue Rig. These costs are the payment of an hourly fee for the use of the Rescue Rig and the payment of an hourly fee to the one officer and two fireman necessary for manning the Rescue Rig.

### ARTICLE II

#### Scope of Services

The City shall provide one Jersey City Fire Department Rescue Rig which shall be manned by one off-duty Fire Department officer and two off-duty firemen. The Rescue Rig will be provided on Tuesday, April 20, 2010 at the time requested by NBC at a location in the vicinity of 445 Ocean Avenue, Jersey City. The Rescue Rig will be available for the number of hours requested by NBC which shall be a minimum of eight (8) hours but shall not exceed a maximum of fifteen (15) hours excepting if an emergency occurs affecting the public health, safety and welfare that requires that the City use the Rescue Rig. The City grants permission to NBC to show the Jersey City Fire Department signage on the Rescue Rig in various scenes that are filmed.

### ARTICLE III

#### Compensation

NBC agrees to pay eighty-three dollars and seventy-four cents (\$83.74) per hour to the officer manning the Rescue Rig. NBC agrees to pay sixty-three dollars and nineteen cents (\$63.19) per hour to each of the two fireman manning the Rescue Rig. NBC agrees to pay one hundred dollars (\$100) per hour for the use of the Rescue Rig.

NBC agrees to pay these costs within thirty (30) days of receipt of this Agreement and understands that said payment must be submitted to the Office of the Business Administrator, Division of Treasury, 280 Grove Street, Jersey City, New Jersey.

ARTICLE IV  
Assignment

NBC shall make no assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement.

ARTICLE V  
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be constructed in accordance with the laws of the State of New Jersey.

ARTICLE VI  
Modification

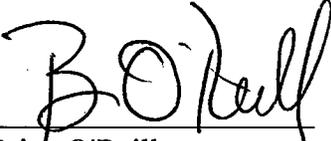
The parties hereto reserve the right subject to mutual assent, to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formal executed Addendum to the Agreement.

ARTICLE VII  
Severability

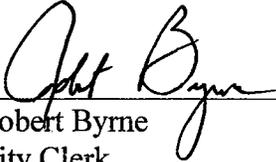
If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

CITY OF JERSEY CITY

  
\_\_\_\_\_  
Brian O'Reilly  
Business Administrator

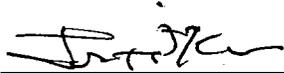
Witness

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

NBC STUDIOS/OPEN 4 BUSINESS PRODUCTION, LLC

  
\_\_\_\_\_

Witness

  
\_\_\_\_\_

RR  
4-16-10

## LICENSE AGREEMENT

THIS AGREEMENT made this 20 day of April, 2010 between the City of Jersey City, a municipal corporation of the State of New Jersey, City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (hereinafter referred to as "City" or Licensor") and NBC Studios/Open 4 Business Productions, LLC, 10 Enterprise Avenue North, Secaucus, New Jersey 07094 (hereinafter referred to as "NBC" or "Licensee").

By this Agreement the City grants permission to the Licensee to enter onto City property which is known as 451-457 Ocean Avenue, Jersey City (hereinafter referred to as the "premises"). NBC intends to film scenes for a television show known as Mercy. On Tuesday, April 20, 2010 and Wednesday, April 21, 2010, NBC will be filming scenes for the show at 445 Ocean Avenue. Licensee, and/or its contractors or agents, are permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

1. The term of this License is for two (2) days on April 20 and 21, 2010.
2. The Licensee shall be permitted to use the premises for the following activities:
  - (a) as a staging area and parking for vehicles
  - (b) for video playback equipment
  - (c) craft services

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of the City's Business Administrator.

3. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Business Administrator giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.
4. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.
5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to

indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

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

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

10. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. The Licensee or its contractors shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

13. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

15. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

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

Licensor: Brian O'Reilly, Business Administrator  
City Hall  
280 Grove Street  
Jersey City, N.J. 07302  
Telephone: (201) 547-5147

Licensee:

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensor and

all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

20. This Agreement shall terminate on April 22, 2010.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this 20 day of APRIL, 2010

NBC Studios/Open 4  
Business Productions, LLC

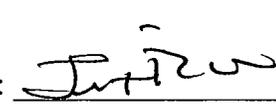
City of Jersey City

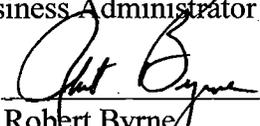
(Licensee)

By: 

By: 

Brian O'Reilly  
Business Administrator

Attest: 

Attest:   
Robert Byrne  
City Clerk

RR  
4-16-10

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

City Clerk File No. Res. 10-252

Agenda No. 10.1

Approved: APR 28 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO HIGHROADS HARLEY DAVIDSON LLC., FOR FURNISHING AND DELIVERING OF TEN (10) MODEL YEAR 2010 HARLEY DAVIDSON FLHTPI ELECTRA GLIDE SOLO CERTIFIED TRAFFIC LAW ENFORCEMENT MOTORCYCLES FOR THE POLICE DEPARTMENT**

## COUNCIL

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

**WHEREAS**, there exists a need for a Ten (10) Model Year 2010 Harley Davidson FLHTPI Electra Glide Solo Certified Traffic Law Enforcement Motorcycles for the Police Department; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received Two (2) Bids, the lowest bid being that from **HIGHROADS HARLEY DAVIDSON LLC.**, 211 Woodbridge Avenue, Highland Park, New Jersey 08904 in a Total bid amount of **One Hundred Ninety Nine Thousand, Nine Hundred Fifty (\$199,950.00) Dollars** and a trade-in amount of **Thirty Eighty Thousand, Five Hundred (\$38,500.00) Dollars** for Ten (10) Used Model 1996-2002 Harley Davidson Motorcycles for the total bid amount of **One Hundred Sixty One Thousand, Four Hundred Fifty (\$161,450.00) Dollars**; and

**WHEREAS**, the Acting City Purchasing Agent has certified that he considers said bid to be fair and reasonable: and

**WHEREAS**, the sum of **One Hundred Sixty One Thousand, Four Hundred Fifty (\$161,450.00) Dollars** is available in the following accounts:

### Police Department

Account No. 02-213-40-906-403 P.O. No. 99558 Amt: \$80,725.00

Account No. 16-290-55-000-800 P.O. No. 99559 Amt: \$80,725.00

**Total Amount: \$161,450.00**

**NOW ,THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **HIGHROADS HARLEY DAVIDSON LLC.** be accepted and that a contract be awarded to said company in the above amount and the Acting 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, that the same has been received and that the requirements of the contract met, then; payment to the contractors shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et. seq; and be it further

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO HIGHROADS HARLEY DAVIDSON LLC., FOR FURNISHING AND DELIVERING OF TEN (10) MODEL YEAR 2010 HARLEY DAVIDSON FLHTPI ELECTRA GLIDE SOLO CERTIFIED TRAFFIC LAW ENFORCEMENT MOTORCYCLES FOR THE POLICE DEPARTMENT**

*J.A. 8/20/10* **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, Acting Chief Financial Officer**, certify that there are sufficient funds available for payment of this above resolution in the following Accounts.

**Police Department**

Account No. 02-213-40-906-403 P.O. No. 99558 Amt: \$80,725.00  
 Account No. 16-290-55-000-800 P.O. No. 99559 Amt: \$80,725.00  
**Total Amount: \$161,450.00**

**APPROVED**

*Peter Folgado*, **Acting Purchasing Director**

APPROVED: *B O'Keilly*  
 Business Administrator

APPROVED AS TO LEGAL FORM

*[Signature]*  
 Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**  
4/28/10

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	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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 HIGHROADS HARLEY DAVIDSON LLC., FOR FURNISHING AND DELIVERING OF TEN (10) MODEL YEAR 2010 HARLEY DAVIDSON FLHTPI ELECTRA GLIDE SOLO CERTIFIED TRAFFIC LAW ENFORCEMENT MOTORCYCLES FOR THE POLICE DEPARTMENT**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION:**

Samuel Jefferson, Police Director

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Acting Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:**

Four (4)

**DATE BIDS WERE PUBLICLY RECEIVED:**

March 4, 2010

**NUMBERS OF BIDS RECEIVED:**

Two (2)

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

Furnishing and Delivering Ten (10) Model Year 2010 Harley Davidson Motorcycles for Department of Police

**BIDDER'S INFORMATION:**

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

	Grand Total Bid Price
1) Highroads Harley Davidson LLC 211 Woodbridge Avenue Highland Park, NJ 08904	\$161,450.00
2) William Harley Davidson 1100 U.S Hwy 22 West Lebanon, NJ 08833	\$166,000.00

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

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

3/31/10  
Date

Peter Folgado, Acting Director  
Division of Purchasing

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): Paul McCann Jr GM  
Representative's Signature: [Signature]  
Name of Company: Highroads Hackley Davidson  
Tel. No.: 732 965 7546 Date: 3/3/2010

**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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Paul M McGlynn II GM  
Representative's Signature: [Signature]  
Name of Company: Richard's Harley Davidson  
Tel. No.: 732 965 2546 Date: 3/3/2010

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 : Highroads Hacky - Davidson  
Address : 211 Woodbridge Ave Highland Park NJ  
Telephone No. : 732 985 7546  
Contact Name : PAUL M McGlynn II

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 : Highroads Harley - Davidson  
Address : 211 Woodbridge Ave Highland Park NJ  
Telephone No. : 732 985 7546  
Contact Name : PAUL Mc Glynna II

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

10/30/08

Taxpayer Identification# 261-757-168/000

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:  
OWEN MANAGEMENT, LLC

ADDRESS:  
211 WOODBRIDGE AVENUE  
HIGHLAND PARK NJ 08904

EFFECTIVE DATE:  
09/25/08

TRADE NAME:  
HIGHROADS HARLEY-DAVIDSON\_BUELL

SEQUENCE NUMBER:  
1439356

ISSUANCE DATE:  
10/30/08

  
Director  
New Jersey Division of Revenue

FORM BRC

742-1011-1124112411

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

City Clerk File No. Res. 10-253  
Agenda No. 10.M  
Approved: APR 28 2010  
TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ONEKEY LLC FOR JCPD WEST DISTRICT POLICE PRECINCT - PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**COUNCIL**

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

**WHEREAS**, the Acting Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for **JCPD - WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002**, pursuant to specifications and bids thereon; and

**WHEREAS**, pursuant to public advertisement, the City of Jersey City has received fifteen (15) bids, the second lowest having been from **ONEKEY LLC, 241 HUDSON STREET, HACKENSACK, NEW JERSEY 07601** in the Grand Total Bid Amount of **NINE MILLION THREE HUNDRED SIXTY-NINE THOUSAND TWO SEVEN HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS (\$9,369,727.00)** with a 10% Contingency amounting **NINE HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED SEVENTY-TWO AND 70/100 DOLLARS (\$936,972.70)**; and

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

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

**Department of Administration, Division of Architecture**

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-215-55-857-990	99737	\$ 9,369,727.00
04-215-55-838-990	99738 (Contingency)	\$ 936,972.70
	Total Encumbrancy.....	\$10,306,699.70

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

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

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO ONEKEY LLC. FOR JCPD - WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

*g.a.*  
*4/21/10* **RESOLVED**, that this contract shall be subject to the conditions that the vendor provide satisfactory evidence of compliance with the Jersey City 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), 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.

**Department of Administration, Division of Architecture**

<u>ACCOUNT NO.</u>	<u>PURCHASE ORDER NO.</u>	<u>AMOUNT</u>
04-215-55-857-990	<i>99737</i>	\$ 9,369,727.00
04-215-55-838-990	<i>99738</i> (Contingency)	\$ 936,972.70
Total Encumbrancy.....		\$10,306,699.70

**APPROVED:**  
PETER FOLGADO, ACTING DIRECTOR  
DIVISION OF PURCHASING

ab  
April 8, 2010

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

APPROVED: *Gregory J. Roman* Business Administrator \_\_\_\_\_ Corporation Counsel

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	<i>ABSENT</i>			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 A CONTRACT TO ONEKEY LLC, FOR THE NEW WEST DISTRICT POLICE PRECINCT, PROJECT NO. 2007-002 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE**

**PERSON AND DEPARTMENT REQUESTING BID RECEPTION**

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

**PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:**

Peter Folgado, Acting Director, Division of Purchasing

**NUMBER OF PROPOSALS PICKED-UP:** Twenty-Six (26)

**DATE BIDS WERE PUBLICLY RECEIVED:** December 17, 2009

**NUMBER OF BIDS RECEIVED:** Fifteen (15)

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

JCPD - West District Police Precinct

**IN THE SPACE BELOW, PROVIDE DETAILED INFORMATION FOR:**

- (A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS AND THEIR
- (B) BID RESULTS (DESCRIPTION OF BID ITEMS - INCLUDING QUANTITY OF ITEMS BID UPON, UNIT PRICES, EXTENDED PRICES, AND ANY OTHER PERTINENT INFORMATION RELEVANT TO THE BID RECEPTION):

	Grand Total Bid Price
<b>1. Jeral Construction</b> 320 Belleville Avenue Bloomfield, NJ 07083	<b>RECEIVED THEIR BID</b>
<b>2. Onekey LLC.</b> 241 Hudson Street Hackensack, NJ 07601	<b>\$ 9,369,727.00</b>
<b>3. Vanas Construction Co., Inc.</b> 249 Leonia Avenue Bogota, NJ 07603	<b>\$ 9,891,000.00</b>
4. Fuscon Enterprises, Inc. P.O. Box 2595 Westfield, NJ 07090	\$ 9,998,000.00
5. Cobra Construction Co., Inc. 70 Porete Avenue North Arlington, NJ 07031	\$9,899,000.00 (Base Bid only)
6. Tormee Construction Inc. P.O. Box 7921 Shrewsbury, NJ 07702	\$ 10,102,500.00
7. Austin Helle Co., Inc. 886-b2 Pompton Avenue Cedar Grove, NJ 07009	\$ 10,221,000.00
8. Chanree Construction Ramshorn Executive Center 2399 Highway 34, Suite A1 Manasquan, NJ 08736	\$ 10,482,000.00
9. Ingrassia Construction Co., Inc. 398 Lincoln Blvd. Middlesex, NJ 08845	\$ 10,487,500.00
10. Alna Construction Corporation 100 Plaza Center, Suite 2 Secaucus, NJ 07094	\$ 10,732,000.00

11.	The Bennett Co., Inc. 148 Dayton Avenue Passaic, NJ 07055	\$ 10,963,500.00
12.	Brockwell & Carrington Contractors Inc. 1 Como Court Towaco, NJ 07082	\$ 11,499,250.00
13.	La Rocca, Inc. 50 Lewis Avenue Jersey City, NJ 07306	\$ 11,517,250.00
14.	Railroad Construction Co., Inc. 75-77 Grove Street Paterson, NJ 07503	\$ 11,730,250.00
15.	Benard Associates, Inc. 321 Hamburg Turnpike Wayne, NJ 07470	\$ 12,094,250.00

COMMENTS (IF NECESSARY):

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

1.

I CERTIFY THAT ALL THE FACTS  
HAVE BEEN PRESENTED

\_\_\_\_\_  
Date

\_\_\_\_\_  
PETER FOLGADO, ACTING DIRECTOR  
DIVISION OF PURCHASING

Certificate Number  
616867

Registration Date: 08/18/2009  
Expiration Date: 08/17/2010



# 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:

# 2009

Onekey LLC

Responsible Representative(s):  
Terence Carroll, President

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

David J. Socolow, Commissioner  
Department of Labor and Workforce Development

Responsible Representative(s):  
Paula O'Neill, CEO

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27

CONSTRUCTION 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 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, up-grading, 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 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women

workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (a) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court

decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio

specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

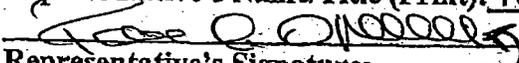
(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27  
**CONSTRUCTION CONTRACTS**

~~The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if their contractor/company 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): Paula O'neil CEO

  
Representative's Signature:

Name of Company: OneKey, LLC

241 Hudson Street Hackensack, NJ 07601

Tel. No.: (201) 488-4455 Date: 12/17/09

**ADDENDUM #1**

Date:

Project:

The following clarifications, amendments, additions, deletions, revisions and modifications are part of the Contract and change the original Bidding Documents only in the manner and to the extent stated.

Please delete Article IV, Letter A of Minority and Women Business Participation in City Construction Contracts (found in the EEO/AA Requirement Section of the contract) and insert the following:

**IV. Availability of minority/women businesses information**

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform the work. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in any way the provision that bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work, or as changing in any way other provisions of these specifications.

# MINORITY AND WOMEN BUSINESS PARTICIPATION IN CITY CONSTRUCTION CONTRACTS

City of Jersey City  
Department of Administration  
Division of Equal Opportunity

## Minority & Women Business Participation in City Construction Contracts

### I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned and women owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

### II Purpose

The city has adopted regulations to assure that bidders receiving City construction contracts are not engaged in unlawful discrimination and make reasonable good faith efforts to include minority & women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc., and to make every reasonable effort to provide subcontracting opportunities to qualified minority and woman owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

**III Suggested Participation Level for minority and woman-owned subcontractors:**

- A. Suggested levels of participation for minority owned subcontractors and woman owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and woman owned businesses (M/WB's) providing various categories of goods and services. Minority and/or woman owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or woman owned businesses not so registered will be accepted as such pending completion of the registration process, on recommendation of the Director of Minority/Women Business Enterprise Development Program (M/WE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:
- Minority owned .....20% of total dollar amount of contract
- Woman owned ..... 5% of dollar amount of contract

**IV. Availability of information/referral lists of minority/women businesses**

- A. To assist bidders in identifying prospective M/WB subcontractors in various areas of work included in the project, Purchasing Agent will deliver with bid packages lists of M/WB contractors in the specific disciplines involved in the project, prepared by the M/WBE Director.

Referrals of prospective subcontractors in various specialties by the MWBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such referral lists are submitted for the sole purpose of identifying minority and woman owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements are to be construed as changing in any way the provision

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or woman owned businesses as subcontractors, including bidder's anticipated participation level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's. (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the Architect/Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWBE Director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE Director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

**C. MWBE review will include**

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, Director will attempt to ascertain whether said subcontractors are in fact minority and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide minority or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWBE participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels

**D. Findings/Recommendations as to compliance**

1. If the bidder's MWBE targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.
2. If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority & woman owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.
3. If said review indicates that the bidder has made reasonable efforts to include minority businesses as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on findings of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

**VII. Awarding of contract**

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.

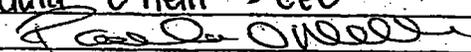
APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The contractor and the principal of Drekey, LLC, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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): Paula O'neil - CEO  
Representative's Signature:   
Name of Company: Drekey, LLC  
Tel. No.: (201) 488-4455 Date: 12/17/09

AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127)  
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the contractor's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27.

After notification of award, but prior to signing the contract, the contractor shall submit to the Public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division), an Initial Project Workforce Report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

The contractor may obtain the Initial Project Workforce Report (AA201) from the public agency during normal business hours.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, c.127) and N.J.A.C. 17:27.

COMPANY:

Onekey, LLC

241 Hudson Street Hackensack, NJ 07601

SIGNATURE:



DATE:

12/17/09

PRINT NAME:

Paula O'Neill

TITLE:

CEO

**STATE OF NEW JERSEY**  
 DIVISION OF CONTRACT COMPLIANCE  
 EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORM AA-201  
 Revised 10/03

**Official Use Only**

Assignment \_\_\_\_\_

Code \_\_\_\_\_

**INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION**

**READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM. PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.**

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDCING CONTRACT	
3. NAME AND ADDRESS OF PRIME CONTRACTOR		CONTRACT NUMBER    DATE OF AWARD    DOLLAR AMOUNT OF AWARD	
(Name)		6. NAME AND ADDRESS OF PROJECT	
(Street Address)		7. PROJECT NUMBER	
(City)                      (State)                      (Zip Code)		COUNTY	
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO	

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

*Paul O'Neil*

(Signature)

CEO

(Title)

10. (Please Print Your Name) Paul O'Neil (Area Code) (201) (Telephone Number) 488-4455 (Ext.) \_\_\_\_\_ (Date) 12/17/09

Report will be submitted upon notification of award of contract.



**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 : OneKey, LLC  
Address : 241 Hudson Street Hackensack, NJ 07601  
Telephone No. : (201) 488-4455  
Contact Name : Paula 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**

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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 : Onekey, LLC  
Address : 241 Hudson Street Hackensack, NJ 07601  
Telephone No. : (201) 488-4455  
Contact Name : Paula O'Neill

Please check applicable category :

Minority Owned Business (MBE)       Minority & Woman Owned Business (MWBE)  
 Woman Owned business (WBE)       Neither

**Definitions**

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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.

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
 Department of Administration / Division of Equal Opportunity  
 Division of Equal Opportunity**

Project: West District Police Precinct # 2007-002

Contractor: Orekey, LLC Bid Amt. \$                     

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Total Welding (Steel)	909,000	MBE		
All Action glass (Shower)	612,000	MBE		
AG Construction (Concrete)	680.00	MBE		
Landmark Fire Protection	146,000		WBE	
S.S Tile (Tile)	96,000		WBE	
Benco (Toilet Accessories)	35,000		WBE	

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City  
 Department of Administration / Division of Equal Opportunity  
 Division of Equal Opportunity**

Project: West District Police Precinct # 2007-002

Contractor: Onekey, LLC Bid Amt. \$                     

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				
Total Welding (Steel)	909,000	MBE		
All Action Glass (Storefront)	612,000	MBE		
RG Construction (Concrete)	680,000	MBE		
Landmark Fire Protection	146,000		WBE	
S&S Tile (Tile)	96,000		WBE	
Benco Inc. (Toilet Accessories)	35,000		WBE	

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

We utilize WBE and minority businesses regardless of the project requirements from bid solicitation and to perform work.

Name of Contractor

by: Signature Paula O'Neill

Type or print name/title: Paula O'Neill - CEO

Tel: No. (201) 488-4455 Date: 12/17/09

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

by \_\_\_\_\_ Date: \_\_\_\_\_

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX					

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

\_\_\_\_\_

\_\_\_\_\_

Name of Contractor

by: Signature *Paula O'Neill*

Type or print name/title: Paula O'Neill CEO

Tel: No. (201) 488-4455 Date: 12/17/07

.....  
For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

by \_\_\_\_\_ Date: \_\_\_\_\_



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** ONEKEY, LLC  
**Trade Name:**  
**Address:** 241 HUDSON ST  
HACKENSACK, NJ 07601  
**Certificate Number:** 0771088  
**Effective Date:** May 09, 2001  
**Date of Issuance:** November 16, 2009

**For Office Use Only:**

20091116090610395

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

City Clerk File No. Res. 10-254

Agenda No. 10.N

Approved: APR 28 2010

TITLE:



**RESOLUTION AUTHORIZING A CONTRACT WITH LIBERTY HUMANE SOCIETY, INC. TO PROVIDE ANIMAL CONTROL SERVICES ON WEEKENDS, HOLIDAYS AND FURLOUGH DAYS FOR THE CITY'S DEPARTMENT OF HEALTH AND HUMAN SERVICES, ANIMAL CONTROL BUREAU**

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

**WHEREAS**, Liberty Humane Society, Inc. (LHS) manages the operations of the City of Jersey City's (City) animal shelter for a term of one year pursuant to an agreement effective November 1, 2009; and

**WHEREAS**, the City's Department of Health and Human Services, Division of Health, Animal Control Bureau provides a variety of animal control services for the well-being of animals and residents of Jersey City including; picking up stray or abandoned animals, responding to animal nuisance and/or cruelty complaints and picking up and disposing of dead animals; and

**WHEREAS**, there exists a need to reduce the cost of overtime expenses associated with the animal control services provided by the Division on weekends, holidays and furlough days; and

**WHEREAS**, the Director of the City's Department of Health and Human Services requested a quote from LHS for the cost of providing animal control services on weekends, holidays and furlough days; and

**WHEREAS**, on March 1, 2010, LHS responded with a quote of \$38,000.00, attached hereto and incorporated herein by reference as Exhibit A; and

**WHEREAS**, LHS will provide 24-hour on-call humane care and emergency services on each Saturday and Sunday throughout the year; 14 major City observed holidays and pre-determined furlough days for any injured domestic and wildlife animal in Jersey City; and

**WHEREAS**, the Director of the City's Department of Health and Human Services considers \$38,000 to be a fair price as opposed to the overtime costs that would be attributed to the City for the City's Animal Control Officers to provide such services on the indicated days and recommends that the City enters into a contract with LHS to provide the animal control services; and

**WHEREAS**, N.J.S.A. 40:48-5.1 authorizes a municipality to negotiate and award a contract without public bidding to a nonprofit humane society which has continuously maintained a pound for at least one year; and

**WHEREAS**, LHS satisfies the requirements of N.J.S.A. 40:48-5.1; and

**WHEREAS**, the contract shall be effective for a period of one (1) year starting on May 1, 2010 and terminating on April 30, 2011; and

City Clerk File No. Res. 10-254

Agenda No. 10.N APR 28 2010

TITLE:

**WHEREAS**, LHS shall provide the animal control services on behalf of the City's Animal Control Bureau as described in the Agreement attached hereto; and

**WHEREAS**, the funds of \$10,000 for this expenditure are available in the following account: 01-201-27-331-314

**WHEREAS**, the remaining contract funds of \$28,000 will be made available in the 2010-2011 Temporary and Permanent Budgets; and

**WHEREAS**, if funds are not available for the contract in the 2010 and 2011 Temporary and Permanent Budgets, the contract will be terminated.

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

- 1) Pursuant to N.J.S.A. 40:48-5.1 et seq., a contract be approved and awarded to Liberty Humane Society, Inc. to provide animal control services on weekends, holidays and furlough days;
- 2) The total contract amount shall not exceed the sum of \$38,000 and the one year contract is effective as of May 1, 2010;
- 3) Upon certification by an official or employee of the City authorized to accept the services pursuant to the contract, that the same has been provided 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.;
- 4) This contract award 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
- 5) Subject to such modification as deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Agreement attached hereto. P.O. # 99743

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this resolution in Account 01-201-27-331-314, Department of Health and Human Services.

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

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

0066

Certification Required   
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/28/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

## AGREEMENT

This AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2010 between the CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey ("City") and LIBERTY HUMANE SOCIETY, INC., a non-profit corporation of the State of New Jersey ("Contractor" or "LHS"), P.O. Box 3766, Jersey City, New Jersey

WHEREAS, Liberty Humane Society, Inc. (LHS) manages the operations of the City of Jersey City's (City) animal shelter for a term of one year pursuant to an agreement effective November 1, 2009; and

WHEREAS, the City's Department of Health and Human Services, Division of Animal Control (Division) provides a variety of animal control services for the well-being of animals and residents of Jersey City including; picking up stray or abandoned animals, responding to animal nuisance and/or cruelty complaints and picking up and disposing of dead animals; and

WHEREAS, there exists a need to reduce the cost of overtime expenses associated with animal control services provided by the City's Division on weekends, holidays and furlough days; and

WHEREAS, Liberty Humane Society will provide 24 hour animal control services on each Saturday and Sunday throughout the year; 24 hour animal control services on all 14 major holidays observed throughout the year; 24 hour animal control services for the pre-determined 12 City furlough days for the City's Department of Health and Human Services for the total amount of \$38,000; and

WHEREAS, N.J.S.A. 40:48-5.1 authorizes a municipality to negotiate and award a contract without public bidding to a nonprofit humane society which has continuously maintained a pound for at least one year; and

WHEREAS, LHS satisfies the requirements of N.J.S.A. 40:48-5.1; and

WHEREAS, the agreement shall be for a one year term effective May 1, 2010;  
and

WHEREAS, the City agrees to pay LHS the sum of \$38,000.

**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 the Contractor to provide animal control services on the specified days as described in Exhibit B incorporated herein by reference and attached hereto.

## ARTICLE II

### Scope of Services

1. Contractor shall perform for the City all the services as described in the Scope of Services which is attached hereto and incorporated herein by reference as Exhibit A. The contract consists of this Agreement and the attached Scope of Services.
2. The contract term is for one (1) year effective as of May 1, 2010 and ending on April 30, 2011.
3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified in the scope of services unless such modifications are reduced in writing and signed by authorized representatives of the City and Contractor. Any modifications which increase the compensation of Contractor shall require the prior authorization of the governing body of the City.

## ARTICLE III

### Contractual Relationship

1. In performing the services under this Agreement, Contractor shall operate and have the status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Contractor shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.
2. Contractor 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 and services are correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. In consideration for providing the 24 hour animal control services on weekends, the 14 major state holidays and the City's mandatory furlough days, the City shall pay the Contractor an annual fee not to exceed \$38,000. The contract funds of \$10,000 are available in the 2009-2010 temporary and permanent budgets account. The remaining contract funds of \$28,000 will be made available in the 2010-2011 temporary and permanent Budgets. If funds are not available for the contract in the 2010 and 2011 Temporary and Permanent Budgets, the contract will be terminated.

2. The Contractor shall invoice the City for payment. The invoice shall include a summary of the performance of the shelter's services, payroll, trips sheets and any other documentation supporting payment for the time period being billed.

ARTICLE V

Insurance

1. Contractor shall purchase and maintain the following insurance during the term of this Contract:

A. \$1,000,000.00 per incident in personal/general liability insurance and \$50,000.00 in property damage liability insurance. Insurance certificate must name the City of Jersey City as an additional insured.

B. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Contractor in the sum of one hundred thousand dollars (\$100,000) (Statutory).

2. Contractor agrees to procure and maintain insurance of the kinds and in the amounts hereinabove and provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

Before commencing performance of the animal control services on the specified days, Contractor shall furnish the City with certificates of insurance.

3. The insurance policies described in this Article shall be kept in force for the period specified below. All coverage should remain in effect for the term of the contract.

## ARTICLE VI

### Termination for Cause

1. In the event the performance by the Contractor of the animal control services provided for under this Agreement is unsatisfactory to the City, the City agrees to notify the Contractor, and the Contractor agrees to within thirty (30) days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within thirty (30) days of notice given, the City shall at its sole option be entitled to terminate this Agreement immediately upon written notice to the Contractor unless rectification of such unsatisfactory performance or condition cannot reasonably be completed within such thirty (30) day period but the Contractor shall have commenced to rectify such unsatisfactory performance or condition within such thirty (30) day period and shall be diligently pursuing such cure; provided, that such unsatisfactory performance or condition shall be cured no later than ninety (90) days after the date on which the Contractor was first notified thereof. Contractor is not entitled to any compensation subsequent to receiving notice of termination from the City.

## ARTICLE VII

### Arbitration

1. Any disputes or claims arising out of this Agreement or breach thereof, with the exception of disputes or claims involving non-payment of fees by the City or a decision by the City to terminate this Agreement, shall be decided upon 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 this award.

2. A demand for arbitration shall be in writing no later than 5 days after the written decision of the City of Jersey City Business Administrator on any claim or dispute covered by this Agreement.

## ARTICLE VIII

### Indemnity

1. Notwithstanding the imposition of joint or concurrent liability upon the City by statute, ordinance, rule, regulation, or order, the LHS shall indemnify, defend and hold the City harmless, except for negligence or willful act of City's employees, contractors or agents, against and from any and all liability, fines, suits, claims demands and action, and costs and expenses of any kind or nature during the time of this Agreement that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by LHS, its agents, servants, invitees, and/or employees that result in any loss of life or property or in any injury or damage to persons or property. If the LHS shall be required to defend any action or proceeding pursuant to this paragraph to which action or proceeding which the City is made a party, the City shall be entitled to appeal, defend or otherwise take part in the matter involved, at its election, by counsel of its own choosing, providing such action by the City does not limit or make void any liability of any insurer of the City or the LHS hereunder in respect to the claim or matter in question; and further providing that such action by the City is at the City's sole cost and expense if such action or proceeding involves a claim which is less than the insurance coverage provided by the LHS therefore. Notwithstanding anything to the contrary herein, the LHS shall have no obligation to indemnify, defend or hold the City harmless pursuant to this Section for any liability, property damage, loss, or personal injury (I) that are caused by the acts or omissions of the City, or any of its employees, contractors or agents; (ii) that occurred prior to the commencement of the term of this Agreement; or (iii) violations of Legal Requirements which exist at the commencement of this Agreement. LHS's liability under this Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

## ARTICLE IX

### Entire Agreement

1. This Agreement constitutes the entire animal control services agreement between City and Contractor for weekends, holidays and furlough days. 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 reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the party thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XI

Assignment

Contractor shall make no assignment nor transfer this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the City. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

ARTICLE XII

Notice

All notices or other communications given hereunder shall be in writing and shall be deemed to be duly given if delivered to:

Brian O'Reilly  
Business Administrator  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

John O'Keefe  
President  
Liberty Humane Society, Inc.  
P.O. Box 3766  
Jersey City, NJ 07303

ARTICLE XIII

Compliance with Affirmative Action Plan

(a) If the Agreement exceeds \$21,000.00, it shall be subject to the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$21,000.00) is attached hereto as Exhibit "C" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$21,000.00).

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

Attest: City of Jersey City

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

\_\_\_\_\_  
Brian O'Reilly, Acting Business Administrator

Attest: Liberty Humane Society, Inc.

\_\_\_\_\_  
John O'Keefe, President

IW

4-12-10



Liberty Humane Society

P.O. Box 3766  
Jersey City, New Jersey 07303

PHONE: 201.547.4147

FAX: 201.547.8381

EMAIL: [lhs@libertyhumane.org](mailto:lhs@libertyhumane.org)

WEB: [www.libertyhumane.org](http://www.libertyhumane.org)

March 1, 2010

Mr. Harry Melendez, Director  
Department of Health and Human Services  
201 Cornelison Avenue  
Jersey City, NJ 07304

Dear Director Melendez,

As per your request to provide weekend, holiday and furlough animal control services, please see below:

1. Liberty Humane Society (LHS) will provide Jersey City with 24-hour animal control coverage on each Saturday and Sunday throughout the year; 24-hour animal control coverage on all major holidays throughout the year (14); as well as 24-hour animal control coverage for the pre-determined Jersey City furlough days throughout the year (total 12);
2. In return, Jersey City Department of Health & Human Services will provide LHS with \$38,000\*;
3. Contract to be effective 4/1/2010 with a term of one full year; terminating on 3/31/2011. This contract is renewal annually with a 3% annual increase.

\* Current contract for \$1,800 to cover 2010 furlough days (12) will be voided and is included in above fee of \$38,000.

I look forward to answering any questions you may have and in working towards a final contract.

On a separate note, please be advised that LHS will open its on-site vet clinic on 4/1/2010. With the hire of our new full-time vet, LHS would be able to provide Jersey City animals with quality, affordable veterinary services as well as low-cost rabies and licensing. We would welcome the opportunity to speak with you further on this. We believe we could be an additional cost-saving resource to animal control services in Jersey City. We would also like to finalize our plans to provide license renewals directly at the shelter.

Sincerely,

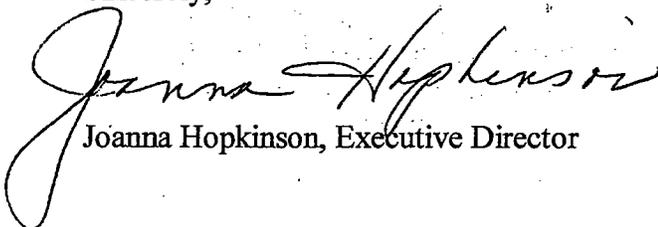
  
Joanna Hopkinson, Executive Director

Exhibit A

RECEIVED  
2010 MAR 19 PM 12:48  
CITY OF JERSEY CITY  
DEPT HEALTH & HUMAN SERVICES  
DIRECTORS OFFICE

## SCOPE OF SERVICES (EXHIBIT B)

### Animal Control Officer Services by Contractor:

1. Contractor shall provide 24-hour on-call humane care and/or emergency services on each Saturday and Sunday throughout the year; 14 major City observed holidays and pre-determined furlough days for any injured domestic and wildlife animal in Jersey City pursuant to this Agreement. Contractor shall timely respond to all calls and complaints from the public which may involve lost, stray, injured, or nuisance domestic animals; also suspect rabid wild or domestic animals and vicious dogs.
  
2. If a situation arises on a holiday, weekend or furlough day requiring the use a Certified Animal Cruelty Officer, Contractor should immediately contact the City's Animal Control Cruelty Officer, Joseph Frank. Because there is a difference between an Animal Control Office and Animal Cruelty Officer, Contractor shall make certain that only its employees with the proper certification do the specified services. If an animal simply needs to be removed, Contractor should call the Jersey City Police Department for service.
  
3. **Capture** - Contractor must respond to and capture stray domestic animals, as well as wild animal rabies vectors (i.e., raccoons, skunks, groundhogs, foxes, and bats) threatening the safety and health of the City's residents. In order to carry out this duty, it is essential that Contractor be equipped with the proper equipment (i.e., transportation vehicles, rabies poles, heavy gloves, a two way radio, official uniforms and badges, and humane capture animal traps).  
  
Nuisance wildlife animals not considered to be threatening to humans (i.e., healthy appearing raccoons in garbage cans, squirrels in attics, etc.) are NOT necessary services for municipal animal control nor Contractor to provide. Contractor's Animal Control Officers should be able to educate residents over the telephone on how to modify their residences (i.e., cap chimneys, secure trash firmly, etc.) so as to not attract animal nuisances and should be referred to the proper agencies that can assist them.
  
4. **Confinement** - Contractor shall serve notices on the owner or person in charge of an animal being affected by rabies which has bitten a person or an animal bitten by an animal being affected by rabies for confinement of the animal, if authorized by the Health Officer pursuant to N.J.S.A. 26:4-82 and 83.
  
5. **Evaluation** - Contractor shall evaluate the animals captured or picked up and provide veterinary services for the animals that require emergency care while under the Contractor's care.

Exhibit B

6. Contractor shall be responsible for all calls initiated by the Jersey City Police Department (JCPD) and assigned with an event number that is reported to Contractor. Contractor may utilize the JCPD emergency services unit and the Jersey City Fire Department, if needed.
7. Contractor shall communicate in a timely manner to the Division of Animal Control and set up a system between Contractor and the Division of Animal Control for proper briefings of animals taken to the vet hospital, animals requiring continued care at the vet hospital that might require follow-up and/or pick up by the Division, and unresolved calls.
8. **Bookkeeping** - Contractor shall properly maintain and keep records and logs (i.e., documents of calls, payroll, activities, and trip sheets). The Contractor shall include the Police Event Number provided by the dispatcher on the daily trip sheet completed by the Animal Control Officer responding to the call. The Contractor shall forward the completed trip sheets to the Department of Health and Human Services with the invoice for payment.
9. **Impoundment Facilities** - The Contractor's facilities are required to meet all New Jersey State regulations under the New Jersey Administrative Code 8:23A-1.1 through 1.13, governing sanitary conduct and operations of animal shelters. State regulation mandates that a veterinarian develop and supervise a disease control program at every licensed facility. Contractor may be required to have a separate contract with a veterinarian for such services. Contractor shall use only the two Animal Hospitals designated by the Department of Health and Human Services, Division of Health, Animal Control Bureau when responding to a call about an injured or sick animal called in by police dispatch.
10. **Impoundment Functions**: Contractor's facilities must have sufficient capacity to house animals obtained under this Agreement. Contractor is responsible for the providing the following basic impoundment functions on the specified days in this Agreement:
  - a) Maintenance of impounded animals under sanitary conditions.
  - b) Redemption - reuniting impounded animals with their rightful owners.
  - c) Evaluation of unclaimed, impounded, or surrendered animals as to their suitability for adoption.
  - d) Adoption of selected unclaimed impounded and surrendered animals.
  - e) Euthanasia - humane destruction of animals.
  - f) Disposal of the remains of euthanized animals.
  - g) Keeping records of the intake and disposition of all impounded and surrendered animals.

h) Acceptance of unwanted animals surrendered by residents for humane placement or euthanasia since Contractor operates as a shelter.

i) Education - Information on rabies (i.e., NJDHSS Important Facts About Rabies pamphlet) should be made available to all persons adopting animals and visiting the shelter or pound.

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

City Clerk File No. Res. 10-255

Agenda No. 10.0

Approved: APR 28 2010

TITLE:



## RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LOU'S LANDSCAPING AND DESIGN FOR SOD REPLACEMENT FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARK MAINTENANCE

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 09-311 approved on April 22, 2009, awarded a one-year contract in the amount of \$187,500.00 to Lou's Landscaping for Sod Replacement for the City of Jersey City (City), Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for one additional one-year period with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of February 2009 to February 2010; and

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

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of April 23, 2010 and ending April 22, 2011; and

**WHEREAS**, because this contract was bid as an open-end contract the City is not obligated to order the maximum amount of the quantity stated for each item and because of budgetary constraints, the total amount of the contract shall not exceed **\$95,000.00**; and,

**WHEREAS**, funds in the amount of \$10,000.00 are available in Account No. 10-01-201-28-375-314.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Lou's Landscaping for Sod Replacement for the Department of Public Works/Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of April 23, 2010, and the total cost of the contract shall not exceed **\$95,000.00**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

City Clerk File No. Res. 10-255

Agenda No. 10.0

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH LOU'S LANDSCAPING AND DESIGN FOR SOD REPLACEMENT FOR THE DEPARTMENT OF PUBLIC WORKS/ DIVISION OF PARK MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-28-375-314 for payment of the above resolution.

Purchase Order # 99740

Temp. Encumbrancy \$10,000.00

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

APPROVED AS TO LEGAL FORM

APPROVED: J. Negron  
Business Administrator  
RBT.

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

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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

Requisition #

0150055

Assigned PO #

99740

Requisition

Vendor

Dept. Bill To

Dept. Ship To

LOU'S LANDSCAPING & DESIGN INC  
7 FALCON PLACE  
WAYNE NJ 07470

PARK MAINTENANCE  
575 RT. 440  
JERSEY CITY NJ 07305

575 RT. 440  
JERSEY CITY NJ 07305

.0338528

Contact Info

RODNEY HADLEY, DIRECTOR  
2015474401

Quantity	UOM	Description	Account	Unit Price	Total
1.00	REN	RENEWAL FOR: SOD REPLACEMENT	01-201-28-375-314	10,000.00	10,000.00

\*\*\* EXERCISING OPTION TO RENEW CONTRACT PER SPECIFICATION FOR AN ADDITIONAL YEAR \*\*\*\*

TOTAL CONTRACT AMOUNT : \$190,875.00  
TEMPORARY ENCUMBRANCY : \$10,000.00

ORIGINAL PO 96063, RESO # 09-311  
DATED 04/22/09 , AGENDA # 10.Z.20.

PARTIAL PAYMENT VOUCHERS

Requisition Total 10,000.00

Req. Date: 04/09/2010

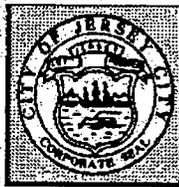
Requested By: BAIJNAUTHS

Buyer Id:

Approved By:

*Silendra Bajnauth*  
04/13/10

This Is Not A Purchase Order



CITY OF

# JERSEY CITY

CITY HALL · JERSEY CITY, N.J. 07302  
(201) 547-5000

DEPARTMENT OF PUBLIC WORKS  
PARK MAINTENANCE DIVISION  
575 ROUTE 440  
JERSEY CITY, N.J. 07305  
(201) 547-4449

**COPY**

February 11, 2010

Lou's Landscaping & Design  
7 Falcon Place  
Wayne, NJ 07470  
**Attention: Mr. Louis Arolio:**

Subject: **Renewal - Sod Replacement**

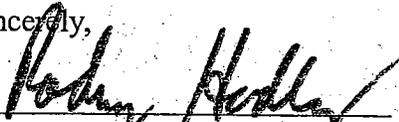
Dear Mr. L. Arolio

Your present contract for Sod Replacement for the City of Jersey City Department of Public Works, Division of Park Maintenance is **due to expire on April 22, 2010** the provisions of the contract allow the city to renew the contract with the price being the preceding year the contract price will be adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

At this time the CPI numbers will not be available until **February 16, 2010**, and at that time we will be contacting the Bureau of Labor Statistics for that number. **Please confirm this renewal and terms in writing A.S.A.P. Also, attached are the EEO/Affirmative Action forms which need to be filled out and returned along with your conformation letter and Business Registration information.**

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance.

Sincerely,

  
Rodney Hagley, Director/DPW  
Division of Park Maintenance

RH/eh

c: Silendra Bajnauth, Fiscal, Department of Public Works  
file

DEPT. OF PUBLIC WORKS  
DIRECTOR'S OFFICE  
FISCAL OFFICE  
2010 FEB 11 08 10 30Z



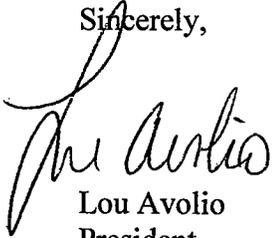
March 10, 2010

Jersey City  
Department of Parks and Forestry  
Attn: Rodney Hadley

Dear Rodney,

Lou's Landscaping and Design accepts the 2010 season renewal for sod replacement. As per contract term, we are willing to extend the contract another year for sod replacement for the division of park maintenance.

Sincerely,



Lou Avolio  
President

RECEIVED  
2010 MAR 16 AM 8:05  
CITY OF JERSEY  
DIV. PARK MAINTENANCE

DEPT. OF PUBLIC WORKS  
DIRECTOR'S OFFICE  
FISCAL OFFICE  
2010 MAR 19 AM 9 24



7 Falcon Place, Wayne, New Jersey 07470 • Phone/Fax (973) 694-7038  
[www.lous-landscaping.com](http://www.lous-landscaping.com)  
NJ License # 13VH03428600

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

City Clerk File No. Res. 09-311

Agenda No. 10.Z.20

Approved: APR 22 2009

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LOU'S LANDSCAPING AND DESIGN, FOR LABOR AND MATERIALS FOR SOD REPLACEMENT FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE

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

**WHEREAS**, the Acting 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 Labor and Materials for Sod Replacement for the Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, pursuant to public advertisement the City of Jersey City has received (5) Five Bids the lowest responsive bid being that from Lou's Landscaping and Design, 7 Falcon Place, Wayne, New Jersey, 07470 in the total bid amount of One Hundred Eighty Seven Thousand, Five Hundred (\$187,500.00) Dollars; and

**WHEREAS**, this award of contract is contingent upon sufficient funding being appropriated in the 2009, 2010, and 2011 temporary and permanent budgets; and

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

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

**WHEREAS**, the sum of Thirty Thousand (\$30,000.00) Dollars is available for this expenditure in the 2009 permanent budget; and

**WHEREAS**, the term of this contract shall be for one (1) year after award of contract with an option to extend the contract with the same terms and conditions for a one (1) year period at the request of the City in accordance with N.J.S.A. 40A:11-1, permitting a term for two (2) years.

Dept. of Public Works/Div. of Parks Maintenance  
Acct. No. 01-201-28-375-314 P.O. NO. *96063* Amount \$30,000.00

**WHEREAS**, the remaining contract funds will be available in 2009, 2010, and 2011 temporary and permanent budgets; and

**WHEREAS**, if funds are not available for the contract in the 2009, 2010 and 2011 temporary and permanent budgets, the contract will be terminated.

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

(Continued on page 2)

City Clerk File No. Res. 09-311

Agenda No. 10.7.20 APR 22 2009

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO LOU'S LANDSCAPING AND DESIGN, FOR LABOR AND MATERIALS FOR SOD REPLACEMENT FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARK MAINTENANCE**

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

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

**RESOLVED**, that 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 the Account No. 01-201-28-375-314.

Dept. of Public Works/Div. of Parks Maintenance  
Acct. No. 01-201-28-375-314 P.O. NO. 96063 Amount \$30,000.00

**APPROVED**  
**PETER FOLGADO, ACTING DIRECTOR, PURCHASING**

APPROVED: B O'Reilly  
APPROVED: B O'Reilly  
Business Administrator

APPROVED AS TO LEGAL FORM  
[Signature]  
Corporation Counsel

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

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
4/22/09											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
KENNY	✓			FJLOP	ABSENT			FLOOD	✓		
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.

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

Robert Byrne  
Robert Byrne, City Clerk



**CITY OF JERSEY CITY**  
 1 JOURNAL SQUARE PLAZA  
 JERSEY CITY NJ 07306

PURCHASE ORDER NUMBER  
**96063**

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

REQUISITION # **0144225**  
 BUYER **PUBLICBID**

**PURCHASE ORDER & VOUCHER**

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

DATE: **04/22/2009** VENDOR NO: **LO338528**

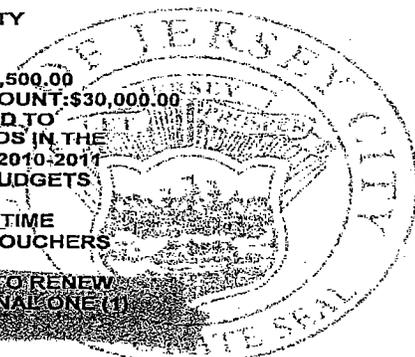
**VENDOR INFORMATION**

**LOU'S LANDSCAPING & DESIGN INC**  
**7 FALCON PLACE**  
**WAYNE NJ 07470**

**DELIVER TO**

**PARK MAINTENANCE**  
**575 RT. 440**  
**JERSEY CITY NJ 07305**

LINE	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	PUR	<p>SOD REPLACEMENT            THIS PURCHASE ORDER IS ISSUED FOR            ENCUMBRANCY PURPOSES ONLY TO            ESTABLISH FUNDING FOR:</p> <p>LABOR AND MATERIALS FOR            SOD REPLACEMENTS-JERSEY CITY            BALLFIELDS</p> <p>TOTAL CONTRACT AMOUNT:\$187,500.00            TEMPORARY ENCUMBRANCY AMOUNT:\$30,000.00            CHANGE ORDERS WILL BE ISSUED TO            ENCUMBER THE REMAINING FUNDS IN THE            CONTRACT IN THE FISCAL YEAR 2010-2011            TEMPORARY AND PERMANENT BUDGETS</p> <p>PAYMENTS WILL BE MADE FROM TIME            TO TIME ON PARTIAL PAYMENT VOUCHERS</p> <p>*THE CITY RESERVES THE RIGHT TO RENEW            THE CONTRACT FOR AN ADDITIONAL ONE (1)            YEAR TERM</p>	01-201-28-375-314	30,000.0000	30,000.00
TAX EXEMPTION NO. 22-6002013					PO Total 30,000.00



**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 amount 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.

\_\_\_\_\_  
 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 **4/22/09**

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

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

LOUS-LANDSCAPING  
7 FALCON PLACE  
WAYNE, NJ 07470  
973-694-7038 PHONE/FAX  
ATTN: LOU

POSAL DOCUMENTS

CITY OF JERSEY CITY  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF PARK MAINTENANCE  
DATE 3-20-09

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE BOUND DOCUMENT AS BID PROPOSAL IN SEALED ENVELOPE ON BOTH SIDE WITH PROJECT TITLE. ALSO SUBMIT SEPARATE COPY OF COMPLETE BID PROPOSAL WITH BID PACKAGE.

Proposal of Lou's Landscaping & Design, Inc. (hereinafter called "Bidder" organized and existing under the laws the state of New Jersey doing business as a corporation)

Gentleman:

The Bidder, in compliance with your invitation for bids for the

**SPECIFICATIONS: LABOR AND MATERIALS FOR SOD REPLACEMENTS  
JERSEY CITY BALLFIELDS**

having examined the plans specifications with related documents, and being familiar with all of the conditions involving the proposed contract including the availability of materials, an labor hereby proposed contract including the availability of materials, hereby proposes to furnished all materials, and supplies in accordance with the Contract Documents for the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents; of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written be specified in the written Notice to Proceed of the City and to fully complete the project within 365 consecutive calender days thereafter as stipulated in the specification. Furthermore, it is understood and agreed

\* The contract shall terminate 365 consecutive calendar day thereafter. (Note: The City reserves the right to renew the contract for an additional one (1) year term.) If the City exercises the option to renew the contract, the contract prices will be increased based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment and extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. Index Rate means the rate of annual percentage increase rounded to the nearest half percent in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United State Department of Commerce, Bureau of Economic Analysis.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *none*

\* Insert a corporation", " a partnership", or "an individual as applicable.

BID PROPOSAL / DOCUMENTS

ITEM NO. 1: SOD (With specified soil amenities and fertilizer (Include removal/ disposal of existing turf and resetting of sprinkler heads).

Per Square Foot = \$ .58 /SF

Fifty-eight cents  
(Write Unit Price)

ITEM NO. 2: SOD SOIL MIX (With all specified amenities).

Per Cubic Yard = \$ 90.00 /CY

Ninety dollars  
(Write Unit Price)

The Unit Price in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, all costs on account of loss by damage or destruction encountered or settlement of damages, and for replacement of defective work and materials.

**\* AWARD OF CONTRACT:**

~~This contract will be awarded as an open-end contract.~~ The minimum quantities of sod shall be 50,000 square feet, and the maximum quantity of sod shall be 300,000 square feet, with a minimum order quantity of 10,000 square feet. The minimum quantities of sod soil mix shall be 25 Cubic Yards, and the maximum quantity shall be 150 Cubic Yards. There shall be no minimum order quantity for soil mix. The City shall have the right to place orders for any quantities equal to or above the minimum order quantity stated herein. There shall be no limitation on the number of orders that the City may place during the contract term, except that the quantity of any item ordered shall not exceed the maximum quantities stated herein, for the purpose of determining the lowest responsible bid, the City will base the award on the TOTAL BID AMOUNT as calculated below:

<u>\$ .58</u>	X 0.98	=	<u>\$ .57</u>
Item # 1 - Unit Price Sod/ SF			SUM A
<u>\$ 90.00</u>	X 0.02	=	<u>\$ 1.80</u>
Item # 2 Unit Sod Soil Mix/ CY			SUM B
SUM A + SUM B		=	<u>\$ 2.37</u>

**BID PROPOSAL/DOCUMENTS**

**TOTAL BID AMOUNT**

**BID BOND AND PERFORMANCE BOND CALCULATION:**

For the purpose of calculating the bid bond amount, see Article 7 of Information to Bidders. For the purpose of calculating the performance bond amount, the following formula shall be used:

$$\begin{array}{rcl}
 \frac{\$ .58}{\text{Item 1 - Unit Price Sod /SF}} & \times 300,000 & = \frac{\$ 174,000}{\text{SUM A}} \\
 \\
 \frac{\$ 90.00}{\text{Item \# 2 -Unit Sod Soil Mix/CY}} & \times 150.00 & = \frac{\$ 13,500}{\text{SUM B}} \\
 \\
 \text{SUM A} + \text{SUM B} & & = \frac{\$ 187,500}{\text{TOTAL AMOUNT}}
 \end{array}$$

*One hundred eighty-seven thousand five hundred dollars*

---

TOTAL AMOUNT IN WRITING

**TIME FOR EXECUTING AND ORDER:**

The bidder agrees to fully execute each order within ten (10) business days from the time that the order is placed. This time period is based on the minimum order amount of 10,000 SF of sod. Orders in excess of the minimum order amount shall be adjusted proportionally.

\* The City shall have the option to renew the contract for one additional one-year term. The City shall notify the vendor whether or not it will be renewing the contract prior to the expiration date of the contract. If the City exercises the option to renew the contract, the contract prices will be increased based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment and extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. Index Rate means the rate of annual percentage increase rounded to the nearest half-percent in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **CONSTRUCTION CONTRACTS**

**Questions in reference to EEO/AA Requirements for  
Construction Contracts should be directed to:**

Jean F Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City, NJ 07302  
Tel.: (201) 547-4533  
Fax: (201) 547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

2010 MAR 10 AM 11:10  
CITY OF JERSEY CITY  
OFFICE OF AFFIRMATIVE ACTION

RECEIVED

## ADDENDUM# 1

Date:

Project:

The following clarifications, amendments, additions, deletions, revisions and modifications are part of the Contract and change the original Bidding documents only in the manner and to the extent stated.

Please delete Article IV, Letter A of Minority and Women Business Participation in City Construction Contracts (found in the EEO/AA Requirement Section of the contract) and insert the following:

### **IV. Availability of minority/women businesses information**

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform the work. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in any way the provision that bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work, or as changing in any way other provisions of these specifications.

# MINORITY AND WOMEN BUSINESS PARTICIPATION IN CITY CONSTRUCTION CONTRACTS

City of Jersey City  
Department of Administration  
Division of Equal Opportunity

## Minority & Women Business Participation in City Construction Contracts

### I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned and women owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

### II Purpose

The city has adopted regulations to assure that bidders receiving City construction contracts are not engaged in unlawful discrimination and make reasonable good faith efforts to include minority & women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc., and to make every reasonable effort to provide subcontracting opportunities to qualified minority and woman owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS

II Suggested Participation Level for minority and woman owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and woman owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and woman owned businesses (M/WB's) providing various categories of goods and services. Minority and/or woman owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or woman owned businesses not so registered will be accepted as such pending completion of the registration process, on recommendation of the Director of Minority/Women Business Enterprise Development Program (M/WE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:

Minority owned .....20% of total dollar amount of contract

Woman owned ..... 5% of dollar amount of contract

V. Availability of information/referral lists of minority/women businesses

- A. To assist bidders in identifying prospective M/WB subcontractors in various areas of work included in the project, Purchasing Agent will deliver with bid packages lists of M/WB contractors in the specific disciplines involved in the project, prepared by the M/WBE Director.

Referrals of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such referral lists are submitted for the sole purpose of identifying minority and woman owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements are to be construed as changing in any way the provision

**MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS**

that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

**V. Bidders will submit with bid proposal:**

1. Plan for outreach to and utilization of minority and/or woman owned businesses as subcontractors, including bidder's anticipated participation level for MWB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's. (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the Architect/Engineer, bidder will indicate, on Form WMB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWBE Director for review.

**VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:**

- A. MWBE Director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may result in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.

MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS

C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, Director will attempt to ascertain whether said subcontractors are in fact minority and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II. If MWBE Director has reason to believe the proposed subcontractor is not a bona fide minority or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.
2. If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority & woman owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.
3. If said review indicates that the bidder has made reasonable efforts to include minority businesses as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions

MINORITY AND WOMEN BUSINESS PARTICIPATION  
IN CITY CONSTRUCTION CONTRACTS

4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on findings of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

VII. Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business program requirements and the MWB participation levels agreed upon.
- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/women subcontractors as appropriate.

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A 10:5-31 et seq., N.J.A.C. 17:27

### CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

## EXHIBIT B (Cont)

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

## EXHIBIT B (Cont)

(6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iii). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that,

**EXHIBIT B (Cont)**

in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT B  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Construction Contracts  
(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print) \_\_\_\_\_  
*Louis Aroho / president*  
Representative's Signature: \_\_\_\_\_  
Name of Company: *Lou's Landscaping & Design, Inc.*  
Tel. No.: *973 694-7038* Date: *2-19-10*

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PUBLIC CONTRACTS EQUAL  
EMPLOYMENT OPPORTUNITY COMPLIANCE**

**FORM A 201**

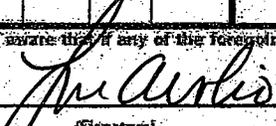
<p><b>STATE OF NEW JERSEY</b> DIVISION OF PUBLIC CONTRACTS EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE</p>	<p>Official Use Only</p> <p>Assignment _____</p> <p>Code _____</p>
<p>FORM A 201 Revised 10/05</p>	<p><b>INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION</b></p>

For instructions on completing the form, go to: [http://www.state.nj.gov/eop/eop\\_contract\\_compliance/contract\\_compliance/initial.html](http://www.state.nj.gov/eop/eop_contract_compliance/contract_compliance_forms/initial.html)

1. FID NUMBER	2. CONTRACT REFERENCE NUMBER	3. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	
		Name: Address:	
3. NAME AND ADDRESS OF PRIME CONTRACTOR		CONTRACT NUMBER    DATE OF AWARD    DOLLAR AMOUNT OF AWARD	
<p><i>Louis Landscaping &amp; Design, Inc.</i> <i>7 Falcon Place</i> <small>(Street Address)</small></p>			
<p><i>Weyne NJ 07470</i> <small>City State Zip Code</small></p>		4. NAME AND ADDRESS OF PROJECT	
		Name: Address:	
4. IS THIS COMPANY WHOLLY OWNED BY OR WOMAN OWNED ( )		5. PROJECT NUMBER	
6. IS THIS PROJECT COVERED BY A PROFESSIONAL LABOR AGREEMENT? <input type="checkbox"/> YES <input type="checkbox"/> NO			

7. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED FRAC-IM DATE	PROJECTED CORRECTION DATE
	DAVE		EMPLE		EMPLE		EMPLE			
	F	AP	F	AP	F	AP	F	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

  
 \_\_\_\_\_  
(Signature)  
 president

10. *Louis Audio*  
(Please Print Your Name)  
 973 694-7038  
(Area Code) (Telephone Number) (Fax)

2-19-10  
(Date)



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: Louis Avolio / president  
Representative's Signature: [Signature]  
Name of Company: Louis Handwriting & Design, Inc.  
Tel. No.: 973 694-7038 Date: 2-19-10

SAMPLE LETTER TO THE UNION

(CONTRACTOR'S LETTER HEAD)

Date:

Local Union: \_\_\_\_\_

Re: \_\_\_\_\_

Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of \_\_\_\_\_% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

\_\_\_\_\_

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 : Low's Landscaping & Design, Inc  
Address : 7 Falcon Place Wayne, NJ 07470  
Telephone No. : 973 694-7038  
Contact Name : Louis Avolio

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 : Louis Landscaping + Design, Inc  
Address : 7 Falcon Place Wayne, NJ 07470  
Telephone No. : 973.694.7038  
Contact Name : Louis Avolio

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.

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City**  
**Department of Administration / Division of Equal Opportunity**  
**Division of Equal Opportunity**

Project: God Replacement # \_\_\_\_\_

Contractor: Lee's Landscaping & Design, Inc Bid Amt. \$ \_\_\_\_\_

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

Form MWB-3 Contractor's compliance plan to be submitted with bid document  
**CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)**

**City of Jersey City**  
**Department of Administration / Division of Equal Opportunity**  
**Division of Equal Opportunity**

Project: Sod Replacement # \_\_\_\_\_

Contractor: Lou's Landscaping Design, Inc. Bid Amt. \$ \_\_\_\_\_

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Wom-an	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 5% unless specifically agreed to by the Division of Equal Opportunity

CONTINUED ON NEXT PAGE

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

\_\_\_\_\_

Name of Contractor Joe's Landscaping & Design, Inc.

by: Signature [Signature]

Type or print name/title: Louis Avolio / president

Tel: No. 973 694-7038 Date: 2-19-10

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

by \_\_\_\_\_ Date: \_\_\_\_\_

2. As to subcontracted trades mandated to be included in proposal pursuant to NJSA 40A:11-16, please list name of proposed subcontractor, trade, and whether minority, woman, or not

Trade	Contractor name & address	Approx \$ value	To minority or woman Business? check appropriate column		
			Min.	Wom.	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX					

3. What is your policy and practice with respect to outreach and consideration of minority and woman owned vendors/contractors as contractors and/or suppliers?

\_\_\_\_\_

Name of Contractor

by: Signature *Louis Avolio*

Type or print name/title: Louis Avolio/president

Tel: No. 973 694-7038 Date: 2-19-10

For City use:

Acceptable M/W business participation levels for this project: \_\_\_\_\_

by \_\_\_\_\_ Date: \_\_\_\_\_

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

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 and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

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

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

Certificate Number  
636101

Registration Date: 03/03/2010  
Expiration Date: 03/02/2012



# State of New Jersey

Department of Labor and Workforce Development  
Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
Louis Avolio, Owner

Lou's Landscaping & Design, Inc.  
**2010**

*Harold J. Wirths*

Harold J. Wirths, Acting 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

CERT-1

02/23/05

Taxpayer Identification# 223-629-745/000

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,

*John E. Tully*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-025

TAXPAYER NAME:

LOU'S LANDSCAPING & DESIGN, INC.

TRADE NAME:

ADDRESS:

7 FALCON PLACE  
WAYNE NJ 07470

SEQUENCE NUMBER:

0087379

EFFECTIVE DATE:

01/19/99

ISSUANCE DATE:

02/23/05

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



## New Jersey Division of Revenue

Revenue NJBGS

### On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0087379 FOR LOU'S LANDSCAPING & DESIGN, INC IS VALID



7 Falcon Place, Wayne, New Jersey 07470  
Phone/Fax (973) 694-7038  
www.loulandscaping.com

## FAX COVER SHEET

Date Sent: 4/11/2012

To: Elizabeth

From: Lou

Fax#: 201-547-5737

Fax #: (973) 694-7038

Message: Elizabeth, info needed

Thanks,  
Lou

Number of Pages Sent (including cover sheet):

2



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE AND
EQUAL EMPLOYMENT OPPORTUNITY
IN PUBLIC CONTRACTS
PO Box 209
TRENTON, NJ 08625-0209

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

PROCEDURES FOR SUBMITTING THE
MONTHLY PROJECT WORKFORCE REPORT (AA202)

Enclosed is a copy of your Initial Project Workforce Report(s) - AA202. Pursuant to N.J.S.A. 10:5-31 et seq. and: N.J.A.C. 17:27-1.1 et seq., contractors are responsible for completion and submission of the Monthly Project Workforce Report (AA202).

The monthly workforce report shall include and analysis of both the contractors' and subcontractor's workforces. Please be advised that your firm has been assigned a Contractor ID Number and a Project ID Number, which is specific to this project. Both these numbers must appear on all correspondence and reports submitted to this Office. The numbers are, as follows:

CONTRACTOR ID NUMBER 14232
PROJECT ID NUMBER 30009

All Monthly Project Workforce Reports must be submitted to this Office, at the above address, as well as to the Public Agency that awarded the contract, no later than the seventh working day of each month for the duration of the Project.

Enclosed please find some Monthly Project Workforce Report (AA202) forms for future use. Also enclosed are the Minority and Female Employment Work Hour goals for this Project. If you require additional forms or have any questions, please call (609) 292-5473.

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

City Clerk File No. Res. 10-256

Agenda No. 10.P

Approved: APR 28 2010

TITLE:



**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE**

COUNCIL  
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

**WHEREAS**, Resolution No. 09-273 approved on April 22, 2009, awarded a one-year contract in the amount of \$107,000.00 to Pabco Industries for furnishing and delivering baseball diamond mix for the City of Jersey City (City), Department of Public Works/Division of Park Maintenance; and

**WHEREAS**, the bid specifications provided the City with the option to renew the contract for one additional one-year period with the renewal contract price being the preceding year's contract price as adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics in the months of February 2009 to February 2010; and

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

**WHEREAS**, pursuant to N.J.S.A. 40A:11-15, the City desires to exercise the option and renew the contract for an additional one-year period effective as of April 23, 2010 and ending April 22, 2011; and

**WHEREAS**, because this contract was bid as open-end contract the City is not obligated to order the maximum amount of the quantity stated for each item and because of budgetary constraints, the total amount of the contract shall not exceed the sum of **\$75,000.00**; and,

**WHEREAS**, funds in the amount of \$10,000.00 are available in Account No. 10-01-201-28-375-209.

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

- 1) The Mayor or Business Administrator is authorized to renew the agreement with Pabco Industries for furnishing and delivering baseball diamond mix for the Department of Public Works/Division of Park Maintenance;
- 2) The renewal contract is for a one-year period effective as of April 23, 2010, and the total cost of the contract shall not exceed **\$75,000.00**;
- 3) Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2010 fiscal year temporary budget, shall be subject to the availability and appropriation of sufficient funds in the 2010 fiscal year permanent budget and in the subsequent fiscal year budget; and
- 4) The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(Continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE RENEWAL OF A CONTRACT WITH PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS / DIVISION OF PARK MAINTENANCE**

I, Donna Mauer Donna Mauer, as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account No. 10-01-201-28-375-209 for payment of the above resolution.

Purchase Order # 99739  
Temp.Encumbrancy \$10,000.00

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

APPROVED: Jim Bourane Business Administrator \_\_\_\_\_ Corporation Counsel

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/28/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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

Requisition #

0150054

Assigned PO #

99739

Requisition

Vendor  
PABCO INDUSTRIES  
166 FRELINGHUYSEN AVENUE  
NEWARK NJ 07114

Dept. Bill To  
PARK MAINTENANCE  
575 RT. 440  
JERSEY CITY NJ 07305

Dept. Ship To  
575 RT. 440  
JERSEY CITY NJ 07305

PA420670

Contact Info  
RODNEY HADLEY, DIRECTOR  
2015474401

Quantity	UOM	Description	Account	Unit Price	Total
1.00	BID	RENEWAL FOR:	01-201-28-375-209	10,000.00	10,000.00

FURNISHING & DELIVERING BASEBALL DIAMOND MIX

\*\*\* EXERCISING OPTION TO RENEW CONTRACT PER SPECIFICATION FOR AN ADDITIONAL YEAR \*\*\*

CONTRACT DURATION: 04/22/10 - 04/21/11

TOTAL CONTRACT AMOUNT = \$108,926.00  
TEMPORARY ENCUMBRANCY = \$10,000.00

ORIGINAL PO 95927 , RESO # 09-273  
DATED 04/22/09, AGENDA 10.G

PARTIAL PAYMENT VOUCHERS

Requisition Total 10,000.00

Req. Date: 04/09/2010  
Requested By: BAIJNAUTHS  
Buyer Id:

Approved By: *Sitendra Bajnauth*  
24/13/10.

This Is Not A Purchase Order



CITY OF

# JERSEY CITY

CITY HALL • JERSEY CITY, N.J. 07302

(201) 547-5000

DEPARTMENT OF PUBLIC WORKS  
PARK MAINTENANCE DIVISION  
575 ROUTE 440  
JERSEY CITY, N.J. 07305  
(201) 547-4449

**COPY**

February 11, 2010

Pabco Industries  
166 Frelinghuysen Avenue  
Newark, NJ 07114  
Attention: Linda or Todd Sherman

Subject: **Renewal - Beam Clay Baseball Diamond Mix**

Dear Ms. L. Sherman

Your present contract for Baseball Diamond Mix for the City of Jersey City Department of Public Works, Division of Park Maintenance is due to expire on April 21, 2010 the provisions of the contract allow the city to renew the contract with the price being the preceding year the contract price will be adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

At this time the CPI numbers will not be available until February 16, 2010, and at that time we will be contacting the Bureau of Labor Statistics for that number. Please confirm this renewal and terms in writing A.S.A.P. Also, attached are the EEO/Affirmative Action forms which need to be filled out and returned along with your conformation letter and Business Registration information.

If you have any questions please contact the Division of Park Maintenance and speak with Ms. Harley for assistance.

Sincerely,

  
Rodney Hadley, Director/DPW  
Division of Park Maintenance

RH/eh

c: Silendra Bajjnauth, Fiscal, Department of Public Works  
file

2010 FEB 16 PM 2 47  
FISCAL OFFICE  
DIRECTOR'S OFFICE  
DEPT. OF PUBLIC WORKS

166 FRELINGHUYSEN AVENUE, NEWARK, NEW JERSEY 07114-1694  
973-242-2200 • 800-832-BAGS (2247) • FAX 973-242-1044  
Sales - sales@pabco.com Customer Service - service@pabco.com

April 1, 2010

City of Jersey City  
Department of Public Works  
Park maintenance Division  
575 Route 440  
Jersey City, NJ 07305  
Attention: Rodney Hadley

Subject: Renewal-Beam Clay Baseball Diamond Mix

Dear Mr. Hadley,

Please be advised that we will renew the above contract with pricing adjusted according to the Federal Consumer Price Index published by the Bureau of Labor Statistics.

Very truly yours,

PABCO INDUSTRIES, LLC



LINDA SHERMAN

LS/rt

QUALITY PLASTIC BAGS

*"Our customers think we're thick and we're proud of it"*

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

City Clerk File No. Res. 09-273

Agenda No. 10.G

Approved: APR 22 2009

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS AND FORESTRY

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

WHEREAS, the City Acting Director of Purchasing acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering Baseball Diamond Mix pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received Four (4) Bids, the lowest responsive and responsible bid being that from Pabco Industries, 166 Frelinghuysen Avenue, Newark, New Jersey 07114 in the total bid amount of One Hundred Seven Thousand dollars, (\$107,000.00); and

WHEREAS, this award of contract is contingent upon sufficient funding being appropriated in the 2009, 2010 and 2011 temporary and Permanent budgets; and

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

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

WHEREAS, the sum of Ten Thousand (\$10,000.00) Dollars is available for this expenditure in the 2009 permanent budget; and

\* WHEREAS, the term of this contract shall be for one (1) year after award of contract with an option to extend the contract with the same terms and conditions for a one (1) year period at the request of the City in accordance with N.J.S.A. 40A:11-15 permitting a term for two (2) years.

D.P.W./Division of Parks & Forestry  
Account No. 01-201-28-375-209

P.O. No. 95927 \$ 10,000.00

WHEREAS, the remaining contract funds will be made available in the 2009, 2010 and 2011 temporary and permanent budgets; and

WHEREAS, if funds are not available for the contract in the 2009, 2010 and 2011 temporary and permanent budgets, the contract will be terminated; and

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

(Continued on page 2)

City Clerk File No. Res. 09-273

Agenda No. 10.6 APR 22 2009

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PABCO INDUSTRIES FOR FURNISHING AND DELIVERING BASEBALL DIAMOND MIX FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF PARKS AND FORESTRY**

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

9.A. 4/17/09  
RESOLVED, this contract shall be subject to the condition that the vendor/contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq. and be it further

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-28-375-209

D.P.W./Division of Park & Forestry  
Account No. 01-201-28-375-209

P.O. No. 95927 \$ 10,000.00

Reviewed by Peter Folgado, Acting Director of Purchasing

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] Business Administrator Assst. 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	✓			BRENNAN	✓		
KENNY	✓			FULOP	ABSENT			FLOOD	✓		
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]  
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  
**95927**

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

**PURCHASE ORDER & VOUCHER**

REQUISITION # 0144224  
 BUYER PUBLICBID

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

DATE	VENDOR NO.
04/14/2009	PA420670

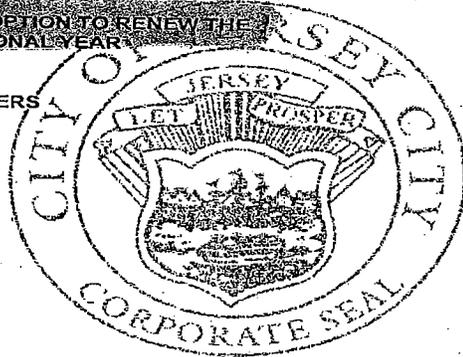
**VENDOR INFORMATION**

**PABCO INDUSTRIES**  
 166 FRELINGHUYSEN AVENUE  
 NEWARK NJ 07114

**DELIVER TO**

**PARK MAINTENANCE**  
 575 RT. 440  
 JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	PUR	PUBLIC BID BASEBALL DIAMOND MIX FOR THE DIVISION OF PARK MAINTENANCE  TOTAL CONTRACT AMOUNT: \$107,000.00 TEMPORARY ENCUMBRANCE: \$10,000.00  * THE CITY WILL HAVE THE OPTION TO RENEW THE CONTRACT FOR (1) ADDITIONAL YEAR.  PARTIAL PAYMENT VOUCHERS	01-201-28-375-209	10,000.0000	10,000.00
TAX EXEMPTION NO. 22-6002013					<b>PO Total 10,000.00</b>



**CLAIMANT'S CERTIFICATION AND DECLARATION**

I solemnly 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 amount 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.

\_\_\_\_\_  
 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

\_\_\_\_\_  
 APPROVED BY THE PURCHASING AGENT

\_\_\_\_\_  
 APPROVED BY ACCOUNTS & CONTROL

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DATE

4/14/09

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

2. BID PROPOSAL

Do not remove these proposal pages. Submit the entire bound document in a self sealed envelope marked on both sides with the Project Title. Also submit a separate copy of the completed Bid Proposal with Bid Package.

Date: 3/17/69 Project Number: \_\_\_\_\_

Title: Baseball Diamond Mix

Proposal of Pabco Industries, Inc herein after called "Bidder"

Sir / Madam:

The Bidder, in compliance with your invitation for bids for:

**CONTRACT SPECIFICATION FOR BASEBALL DIAMOND MIX**

having examined the specifications and related documents, the site of the proposed work and being familiar with a ll the conditions surrounding the proposed contract including the availability of materials and labor hereby proposed to furnish all labor, materials to complete the contract in accordance with the Contract Documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract of which this proposal is part.

\* The term of this contract shall be for a one year period beginning on the date the City Council awards the contract. The City shall have the option to renew the contract for one additional one year period. If the City exercises the option to renew the contract, the contract prices will be increased based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment and extension and shall not exceed the change in the Index Rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. If the City intends to exercise the option to renew the contract, it shall notify the contractor at least two months prior to the expiration of the contract currently in effect.

Bidder acknowledges receipt of the following addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Bid Proposal Documents  
Specifications/Information  
Regarding  
Baseball Diamond Mix**

0- 900 tons Baseball Diamond Mix. The 900 tons are to be delivered to the Department of Public Works. The deliveries are to be in increments of 25 tons delivered to Public Works as needed.

Total Bid Price for 900 tons of Baseball Diamond Mix

one hundred and seven thousand <sup>00</sup>/<sub>00</sub> \*

(Total Bid Price In Written Words)

\$107,000.00 \*

(In Figures)

\* The contract will award as an open-end contract. The minimum and maximum amount of quantities that the City will order are set forth. For those items including zero as the minimum quantity, the City shall not be obligated to order any quantity.

\* delivered in 25-27 Ton bulk dump loads

# **EEO/AFFIRMATIVE ACTION REQUIREMENTS**

## **Goods, Professional Services and General Service Contract**

**Questions in reference to EEO/AA Requirements for  
Goods, Professional Service Contracts should be directed  
to:**

Jean F Abuan  
Affirmative Action Officer, Public Agency Compliance Officer  
Department of Administration  
Office of Equal Opportunity/Affirmative Action  
280 Grove Street Room-103  
Jersey City, NJ 07302  
Tel: (201) 547-4533  
Fax: (201) 547-5088  
E-mail Address: [abuanJ@jcnj.org](mailto:abuanJ@jcnj.org)

DEPT. OF PUBLIC WORKS  
DIRECTOR'S OFFICE  
FISCAL OFFICE

2010 APR 8 PM

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

Todd Sherman / Bid Agent

Representative's Signature:

[Signature]

Name of Company:

973-240-2200 / [Signature] Indusnet, LLC

Tel No.:

Date:

3/20/10

# Sample Federal Letter of Approval

U.S. Department of Labor Employment Standards Administration Office of Federal  
Control Compliance Programs Newark Area Office 124 Evergreen Place, Fourth Floor  
East Orange, NJ 07108



February 27, 20\_\_

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20\_\_.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely, Area

Office Director.

# SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification \_\_\_\_\_

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor herein has submitted an Employee Information Report pursuant to H.R.C. 1227-17 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of \_\_\_\_\_

**VOID**

**VOID**



State Treasurer



# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM. SEND COPY OF CURRENT CERTIFICATE TO THE PUBLIC AGENCY. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

- ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
- ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".
- ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.
- ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.
- ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.
- ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.
- ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.
- ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.
- ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.
- ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code.
- ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. DO NOT attach an EEO-1 Report.
- Racial/Ethnic Groups will be defined:**  
**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.  
**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.  
**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.  
**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.  
**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.
- ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.
- ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.
- ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".
- ITEM 15** - If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.
- ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.
- ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN COPY FOR THE VENDOR'S OWN FILES. THE VENDOR IS TO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT AND FORWARD A COPY TO:

NJ Department of the Treasury  
Division of Contract Compliance & Equal Employment Opportunity  
P.O. Box 209  
Trenton, New Jersey 08625-0209  
Telephone No. (609) 292-5475

**APPENDIX A**  
**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print): Todd Sherman / Bid agent  
Representative's Signature: [Signature]  
Name of Company: Palco Inc, IL  
Tel. No.: 913-252-2200 Date: 3/2/10

**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 : Pabra Industries, Inc  
Address : 166 Freshwain Ave, Newark, NJ 07114  
Telephone No. : 973-242-2200  
Contact Name : Todd Sherman

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.

**P.L. 2004, c. 57 (N.J.S.A. 52:32-44)**  
**MANDATORY BUSINESS REGISTRATION LANGUAGE**

**Non Construction Contracts**

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

**“New Jersey Business Registration Requirements”**

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

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

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

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
PABCO INDUSTRIES, L.L.C.

TAXPAYER IDENTIFICATION#:  
222-895-139/000

ADDRESS:  
166 FRELINGHUYSEN AVE  
NEWARK NJ 07114

EFFECTIVE DATE:  
06/10/88

FORM-BRC(08-01)

TRADE NAME:  
PABCO INDUSTRIES

SEQUENCE NUMBER:  
0099926

ISSUANCE DATE:  
12/03/02

*John S. Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:  
20041014112823533

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

City Clerk File No. Res. 10-257

Agenda No. 10.Q

Approved: APR 28 2010

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES COLLEGE LITTLE LEAGUE INC. OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

Council AS A WHOLE  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City requires services in connection with providing baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City posses the skill and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed \$6,300.00; and

WHEREAS, the City desires to enter into agreement with the Little Leagues of Jersey City for the provision of baseball recreation programs as "Extraordinary Unspecifiable Services"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statues and regulations governing the award of said contracts; and

WHEREAS, the funds have been appropriated in Account: 01-201-28-370-314 in the amount of \$6,300.00; and

WHEREAS, the funds will be provided as follows:

College Little League Inc. P.O. # 99690 \$6,300.00

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES COLLEGE LITTLE LEAGUE GREENVILLE AMERICAN BASEBALL LEAGUE OF JERSEY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

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

The funds will be provided as follows:

College Little League Inc. P.O. # 99690 \$6,300.00

1. The Mayor or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modifications as the Corporation Counsel deems appropriate, with the Little Leagues of Jersey City for a one year period for a total sum not to exceed \$6,300.00
2. 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.
3. A notice of this action shall be published in the newspaper of general circulation in the municipality within ten (10) days of this award.

I, Donna Mauer, Chief Financial Officer certify that there are sufficient funds available for payment of this above resolution in Acct. # 01-201-28-370-314.

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											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-258

Agenda No. 10.R

Approved: APR 28 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES ROBERTO CLEMENTE LITTLE LEAGUE OF JERSEY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

Council AS A WHOLE  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City requires services in connection with providing baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City possess the skill and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed \$3,750.00; and

WHEREAS, the City desires to enter into agreement with the Little Leagues of Jersey City for the provision of baseball recreation programs as "Extraordinary Unspecifiable Services"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statutes and regulations governing the award of said contracts; and

WHEREAS, the funds have been appropriated in Account: 01-201-28-370-314 in the amount of \$3,750.00; and

WHEREAS, the funds will be provided as follows:

Roberto Clemente Little League	\$3,750.00	P.O. # 99682
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TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES ROBERTO CLEMENTE LITTLE LEAGUE OF JERSEY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

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

The funds will be provided as follows:

Roberto Clemente Little League P.O. # 99682 \$3,750.00

1. The Mayor or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modifications as the Corporation Counsel deems appropriate, with the Little Leagues of Jersey City for a one year period for a total sum not to exceed \$3,750.00.
2. 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.
3. A notice of this action shall be published in the newspaper of general circulation in the municipality within ten (10) days of this award.

I, Anna Marie, Chief Financial Officer certify that there are sufficient funds available for payment of this above resolution in Acct. # 01-201-28-370-314.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

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

ASST. Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-259

Agenda No. 10.5

Approved: APR 28 2010

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES ROBERTO CLEMENTE LITTLE LEAGUE OF JERSEY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

Council AS A WHOLE OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City requires services in connection with providing baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City possess the skill and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed \$7,100.00; and

WHEREAS, the City desires to enter into agreement with the Little Leagues of Jersey City for the provision of baseball recreation programs as "Extraordinary Unspecifiable Services"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statutes and regulations governing the award of said contracts; and

WHEREAS, the funds have been appropriated in Account: 01-201-28-370-314 in the amount of \$7,100.00; and

WHEREAS, the funds will be provided as follows:

Roberto Clemente Little League

P.O. # 99686 \$7,100.00

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES ROBERTO CLEMENTE LITTLE LEAGUE OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

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

The funds will be provided as follows:

Roberto Clemente Little League P.O. # 99686 \$7,100.00

1. The Mayor or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modifications as the Corporation Counsel deems appropriate, with the Little Leagues of Jersey City for a one year period for a total sum not to exceed \$7,100.00.
2. 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.
3. A notice of this action shall be published in the newspaper of general circulation in the municipality within ten (10) days of this award.

I, Donna Mauer, Chief Financial Officer certify that there are sufficient funds available for payment of this above resolution in Acct. # 01-201-28-370-314.

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											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD			
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-260

Agenda No. 10.T

Approved: APR 28 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES GREENVILLE AMERICAN BASEBALL LEAGUE OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

Council AS A WHOLE

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City requires services in connection with providing baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City posses the skill and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed \$6,427.00; and

WHEREAS, the City desires to enter into agreement with the Little Leagues of Jersey City for the provision of baseball recreation programs as "Extraordinary Unspecifiable Services"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statues and regulations governing the award of said contracts; and

WHEREAS, the funds have been appropriated in Account: 01-201-28-370-314 in the amount of \$6,427.00; and

WHEREAS, the funds will be provided as follows:

Greenville American Baseball League

P.O. # *99689* \$6,427.00

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES GREENVILLE AMERICAN BASEBALL LEAGUE OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

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

The funds will be provided as follows:

Greenville American Baseball League P.O. # 99689 \$6,427.00

1. The Mayor or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modifications as the Corporation Counsel deems appropriate, with the Little Leagues of Jersey City for a one year period for a total sum not to exceed \$6,427.00
2. 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.
3. A notice of this action shall be published in the newspaper of general circulation in the municipality within ten (10) days of this award.

I, Ronza Hauer, Chief Financial Officer certify that there are sufficient funds available for payment of this above resolution in Acct. # 01-201-28-370-314.

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

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-261

Agenda No. 10.U

Approved: APR 28 2010

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES GREENVILLE/WESTSIDE BABE RUTH OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

Council AS A WHOLE  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City requires services in connection with providing baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City posses the skill and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed \$3,750.00; and

WHEREAS, the City desires to enter into agreement with the Little Leagues of Jersey City for the provision of baseball recreation programs as "Extraordinary Unspecifiable Services"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statues and regulations governing the award of said contracts; and

WHEREAS, the funds have been appropriated in Account: 01-201-28-370-314 in the amount of \$3,750.00; and

WHEREAS, the funds will be provided as follows:

Greenville/Westside	P.O. # 99084	\$3,750.00
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TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES GREENVILLE/WESTSIDE BABE RUTH OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

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

The funds will be provided as follows:

Greenville/Westside Babe Ruth P.O. # 99684 \$3,750.00

1. The Mayor or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modifications as the Corporation Counsel deems appropriate, with the Little Leagues of Jersey City for a one year period for a total sum not to exceed \$3,750.00.
2. 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.
3. A notice of this action shall be published in the newspaper of general circulation in the municipality within ten (10) days of this award.

I, Donna Mauer, Chief Financial Officer certify that there are sufficient funds available for payment of this above resolution in Acct. # 01-201-28-370-314.

APPROVED: [Signature] APPROVED AS TO LEGAL FORM \_\_\_\_\_

APPROVED: [Signature] \_\_\_\_\_

Business Administrator Corporation Counsel

ABST.

Certification Required

Not Required

APPROVED **8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
						4/28/10					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-262

Agenda No. 10.V

Approved: APR 28 2010

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES LINCOLN PARK LITTLE LEAGUE OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

Council AS A WHOLE

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City requires services in connection with providing baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City posses the skill and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed \$5,500.00; and

WHEREAS, the City desires to enter into agreement with the Little Leagues of Jersey City for the provision of baseball recreation programs as "Extraordinary Unspecifiable Services"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statues and regulations governing the award of said contracts; and

WHEREAS, the funds have been appropriated in Account: 01-201-28-370-314 in the amount of \$5,500.00; and

WHERAS, the funds will be provided as follows:

Lincoln Park Little League

P.O. # 99687 \$5,500.00

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES LINCOLN PARK LITTLE LEAGUE OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

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

The funds will be provided as follows:

Lincoln Park Little League P.O. # 99687 \$5,500.00

1. The Mayor or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modifications as the Corporation Counsel deems appropriate, with the Little Leagues of Jersey City for a one year period for a total sum not to exceed \$5,500.00.
2. 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.
3. A notice of this action shall be published in the newspaper of general circulation in the municipality within ten (10) days of this award.

I, Donna Mauer, Chief Financial Officer certify that there are sufficient funds available for payment of this above resolution in Acct. # 01-201-28-370-314.

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator  
 ABST.

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

**APPROVED 8-0**

**RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/28/10**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-263

Agenda No. 10.W

Approved: APR 28 2010

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES  
PERSHING FIELD BABE RUTH OF JERSEY CITY FOR PROVIDING SERVICES IN  
CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN  
EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

Council AS A WHOLE  
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City requires services in connection with providing baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City possess the skill and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed \$3,750.00; and

WHEREAS, the City desires to enter into agreement with the Little Leagues of Jersey City for the provision of baseball recreation programs as "Extraordinary Unspecifiable Services"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statutes and regulations governing the award of said contracts; and

WHEREAS, the funds have been appropriated in Account: 01-201-28-370-314 in the amount of \$3,750.00; and

WHEREAS, the funds will be provided as follows:

Pershing Field Babe Ruth

\$3,750.00

P.O. # 99683

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES PERSHING FIELD BABE RUTH OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

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

The funds will be provided as follows:

Pershing Field Babe Ruth P.O. # 99683 \$3,750.00

1. The Mayor or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modifications as the Corporation Counsel deems appropriate, with the Little Leagues of Jersey City for a one year period for a total sum not to exceed \$3,750.00.
2. 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.
3. A notice of this action shall be published in the newspaper of general circulation in the municipality within ten (10) days of this award.

I, Donna Hauer, Chief Financial Officer certify that there are sufficient funds available for payment of this above resolution in Acct. # 01-201-28-370-314.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 8-0  
4/28/10

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	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-264

Agenda No. 10.X

Approved: APR 28 2010

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES JACKIE ROBINSON LITTLE LEAGUE OF JERSEY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

Council AS A WHOLE OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City requires services in connection with providing baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City possess the skill and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed \$5,700.00; and

WHEREAS, the City desires to enter into agreement with the Little Leagues of Jersey City for the provision of baseball recreation programs as "Extraordinary Unspecifiable Services"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statutes and regulations governing the award of said contracts; and

WHEREAS, the funds have been appropriated in Account: 01-201-28-370-314 in the amount of \$5,700.00; and

WHEREAS, the funds will be provided as follows:

Jackie Robinson Little League P.O. # **99688** \$5,700.00

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES JACKIE ROBINSON LITTLE LEAGUE OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

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

The funds will be provided as follows:

Jackie Robinson Little League P.O. # 99688 \$5,700.00

1. The Mayor or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modifications as the Corporation Counsel deems appropriate, with the Little Leagues of Jersey City for a one year period for a total sum not to exceed \$5,700.00.
2. 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.
3. A notice of this action shall be published in the newspaper of general circulation in the municipality within ten (10) days of this award.

I, Donna Klaw, Chief Financial Officer certify that there are sufficient funds available for payment of this above resolution in Acct. # 01-201-28-370-314.

APPROVED: [Signature]  
 APPROVED: [Signature]  
 Business Administrator  
 ASST.

APPROVED AS TO LEGAL FORM  
[Signature]  
 Corporation Counsel

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-265

Agenda No. 10.Y

Approved: APR 28 2010

TITLE:



## RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES WASHINGTON PARK LITTLE LEAGUE OF JERSEY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)

Council AS A WHOLE OFFERED AND MOVED  
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City requires services in connection with providing baseball recreation programs for the benefit of the citizens of Jersey City; and

WHEREAS, the Little Leagues are not for profit organizations which provides baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City possess the skill and expertise necessary to provide quality baseball recreation programs for the City; and

WHEREAS, the Little Leagues of Jersey City have agreed to provide these services for a sum not to exceed \$6,897.00; and

WHEREAS, the City desires to enter into agreement with the Little Leagues of Jersey City for the provision of baseball recreation programs as "Extraordinary Unspecifiable Services"; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Extraordinary Unspecifiable Services" without competitive bids and the contract itself must be available for public inspection; and

WHEREAS, Joseph Macchi, Director of the Department of Recreation has certified that this resolution meets the statutes and regulations governing the award of said contracts; and

WHEREAS, the funds have been appropriated in Account: 01-201-28-370-314 in the amount of \$6,897.00; and

WHEREAS, the funds will be provided as follows:

Washington Park Little League

P.O. # 99685 \$6,897.00

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO THE LITTLE LEAGUES WASHINGTON PARK LITTLE LEAGUE OF JEREY CITY FOR PROVIDING SERVICES IN CONNECTION WITH BASEBALL RECREATION PROGRAMS AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE (EUS)**

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

The funds will be provided as follows:

Washington Park Little League P.O. # 99685 \$6,897.00

1. The Mayor or Business Administrator is authorized to execute the attached agreements on behalf of the City, subject to such modifications as the Corporation Counsel deems appropriate, with the Little Leagues of Jersey City for a one year period for a total sum not to exceed \$6,897.00.
2. 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.
3. A notice of this action shall be published in the newspaper of general circulation in the municipality within ten (10) days of this award.

I, Donna Kauer, Chief Financial Officer certify that there are sufficient funds available for payment of this above resolution in Acct. # 01-201-28-370-314.

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											
4/28/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VEGA	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-266  
 Agenda No. 10.Z  
 Approved: APR 28 2010



TITLE: **AMENDING RESOLUTION TO 09-736;  
 AN AGREEMENT WITH VERIZON WIRELESS**

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

**WHEREAS**, additional funding is necessary to fund the monthly charges for wireless cellular devices provided by **VERIZON WIRELESS**; and

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

**WHEREAS**, the additional amount necessary is \$76,000.00, bringing the total contract amount to \$90,000.00.

**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 WIRELESS** increasing the dollar amount by \$76,000.00 to a contract total of \$90,000.00
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: **01-201-31-435-616** for payment of the above Resolution.

**Administration Department**  
 Account No. : **01-201-31-435-616** P.O. # **97387** Amt. **\$90,000.00**

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

Certification Required   
 Not Required

APPROVED 7-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4/28/10											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP		✓		VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-267

Agenda No. 10.Z.1

Approved: APR 28 2010

TITLE:



## Resolution Recognizing the Achievements of The Honorable Judge Cynthia D. Jackson

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

**WHEREAS**, Cynthia D. Jackson was born in Jersey City, N.J. to Fred and Georgia Jackson. Cynthia attended public primary and secondary schools in Jersey City. She furthered her education at Jersey City State College and Antioch School of Law in Washington, D.C. After graduation Cynthia served for two years as the National Director of the Law Student's Civil Rights Research Council in New York City; and

**WHEREAS**, Cynthia D. Jackson established the law firm, Cynthia D. Jackson Esquire and Associates in 1993; and

**WHEREAS**, Cynthia D. Jackson has the distinction of serving as the first African American Female President of the Hudson County Bar Association. In 1998, Cynthia was appointed as a Jersey City Municipal Court Judge and has served as a part-time judge, full-time judge and Chief Judge of that Court. She presently serves as a full-time judge; and

**WHEREAS**, Cynthia D. Jackson earned a Master's of Divinity Degree from Payne Theological Seminary in Dayton, Ohio in May 2009. Her thesis was entitled "The Role of the Church in Addressing the School Dropout Rate"; and

**WHEREAS**, Cynthia D. Jackson is a lifelong member of Mt. Pisgah AME Church in Jersey City where she currently serves as an Associate Minister under the Reverend Reginald McRae. In 2004, Cynthia became the first female to be ordained in the history of Mt. Pisgah AME Church and will be ordained an Itinerant Elder at the 2010 New Jersey Annual Conference; and

**WHEREAS**, Cynthia D. Jackson is the proud mother of two children, Maisha and Jay.

**NOW THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby deem it fitting and appropriate that we join the family and friends in honoring Cynthia D. Jackson for her many achievements.

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											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-268  
 Agenda No. 10.Z.2  
 Approved: APR 28 2010  
 TITLE:



## Resolution Celebrating the 43rd Anniversary of the Founding of **UNIVERSAL FULL GOSPEL CHURCH OF GOD**

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

**WHEREAS**, Bishop Scotland Bailey was born to the late Milton and Edith Bailey in Charles Town, West Virginia. During the late 1950s, Bishop Scotland Bailey accepted Christ as his personal savior. He later became a member of the Deliverance Evangelistic Center in Newark, N.J. under the leadership of the late Apostle Arturo Skinner. It was there that Scotland was ordained to the ministry of Christ in 1963; and

**WHEREAS**, Bishop Scotland Bailey met and married the late Missionary Gwendolyn Bailey and they had two children, Reuben, Sr., and the late Missionary Elaine Russell; and

**WHEREAS**, Bishop Scotland Bailey founded his church, originally named Jersey City Deliverance Center, in 1967 after serving faithfully under Apostle Skinner. God's favor showed early on Bishop Bailey's ministry and the church grew and flourished; and

**WHEREAS**, in 1973, Bishop Bailey moved the church to its current location of 177 Dr. Martin Luther King, Jr. Drive and the name was changed to Full Gospel Church of Faith. During that same year, the favor of God continued to shine on Scotland Bailey as he met and married Chosen Lady Evangelist Bertha Bell Bailey; and

**WHEREAS**, in 1980, Bishop Bailey met Bishop Landon Penn and linked the church with the Universal Temple Churches of God Worldwide, headquartered in Brooklyn, N.Y. He then adapted the name Universal Full Gospel Church of God for his congregation. In the mid 80's Bishop Bailey purchased 179 MLK Drive as an annex to the church. This property serves as executive offices and classrooms. As a part of the Universal Temple Churches Worldwide, Bishop Bailey was elevated first to the office of presiding Elder of the Board of Elders. In 2000, he was elevated to the office of Bishop; and

**WHEREAS**, throughout the years Bishop Scotland Bailey has received numerous awards and citations from Jersey City mayors Joseph Rakowski, Bret Schundler, the Late Glenn D. Cunningham and Jerramiah Healy. He was also recognized by Governor Jon Corzine; and

**WHEREAS**, under the leadership of Bishop Scotland Bailey, Universal Full Gospel Church of God has accomplished many great feats and has become a staple in its community. The church volunteers serve the congregation and community through specialized ministries. The church also hosts several conferences throughout the year to help build the spiritual man as well as the natural man.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby celebrate the 43rd anniversary of the founding of Universal Full Gospel Church of God. We offer congratulations and best wishes to Bishop Scotland Bailey and the congregation.

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

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

Certification Required   
 Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-269

Agenda No. 10.Z.3

Approved: APR 28 2010

TITLE:



## RESOLUTION HONORING MASTER DENNIS SUPTACULAR BURGESS

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

**Whereas**, Dennis Suptacular Burgess is a world renowned fitness expert and Master Instructor. He is the Creator of the Mi-Bo Soul Power self-defense, cardio fitness system; and

**Whereas**, Master Suptacular began training at the age of three and became a master of the sport, teaching class in his garage until such time that he could open Karate Do, Jo's in New Jersey, New York and South Carolina; and

**Whereas**, it was while combining dance moves and self-defense that Master Suptacular hit upon World Mi-Bo Soulpower system. Now people all over the country are trying Mi-Bo Soul Power self-defense aerobics; and

**Whereas**, Master Suptacular has more than 20 years of professional experience in martial arts aerobics fitness. He holds the world record for martial arts brick breaking and is a seven-time world martial arts Black Belt Hall of Fame inductee at New York's legendary Madison Square Garden; and

**Whereas**, Master Suptacular earned admission to the USA Martial Arts Hall of Fame, "Grand Master of The Year" along with the legendary Master Aaron Banks; and

**Whereas**, Master Suptacular Burgess has numerous Independent Film credits such as: "Bad Apple Martial Arts Agents," "The Karate Man," "FBI Warrior," "A Bad Day," "Me and the Art" and "The Bodyguard King"; and

**Whereas**, Master Instructor and World renowned fitness expert Dennis Suptacular Burgess is credited for creating champion fighting students all over the world. ; and

**Whereas**, he has also launched Anti-Violence initiatives: "Operation Save our Young Leaders of Tomorrow from the Gang Life Now!" and "Youth Boot Camp Character Building."

**Now, Be It Therefore Resolved**, that the Municipal Council of the City of Jersey City does hereby honor Master Dennis Suptacular Burgess for his professional Martial Arts career, accomplishments and for bringing his talent to share with the City of Jersey City and opening Mi-Bo Soulpower Karate School of Champions for the public to gain knowledge in fitness and self-defense.

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

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

Certification Required

Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-270

Agenda No. 10.Z.4

Approved: APR 28 2010



TITLE: **Resolution Honoring  
Deaconess Sally Mae Scott Holliday  
On the Occasion of Her Retirement**

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

**WHEREAS**, Sally Mae Scott was born on October 2, 1933 in Orrville, Alabama She was the second oldest of eight children born to Leon and Sarah Scott; and

**WHEREAS**, Sally Mae Scott Holliday attended primary and secondary school in Orrville. She was a star basketball player at Keith High School where her team won many championship trophies and awards; and

**WHEREAS**, Sally Mae Scott Holliday was employed as a key punch operator for 20 years at Ormond Distribution Inc. She continued her education, graduated and began a second career with the Jersey City Board of Education. For the past 13 years, Mrs. Holliday has been employed as a teacher's aide; and

**WHEREAS**, Sally Mae Scott Holliday is very active at Salem Baptist Church where she serves as the President of the President Council, the Vice-President of the Deaconess Board. She is also a member of the Courtesy Guild, Usher Board and Missionary Circle. Mrs. Holliday has won many awards in her time, but the one she cherishes most is called the Stella Award from her beloved Pastor, Rev. D. Keith Owens; and

**WHEREAS**, Sally Mae Scott Holliday is an active member of the Queen Esther Chapter No.2, Order of Eastern Star - Prince Hall Affiliation. She is a Past Worthy Matron and Past Most Ancient Mentor of Heroine of Jericho; and

**WHEREAS**, Sally Mae Scott Holliday met and married Willie Holliday Jr. The couple was blessed with three wonderful children Benjamin, Doris A. Holliday-Winston and Patricia D. Holliday-Halley. They have five precious grandchildren, Yolanda, Theatris, Thyson, Aneisia and Benjamin II. The family tree continues to grow with great-grandchildren, Shanique, Keshawn, Tashirah and Thyquel; and

**WHEREAS**, Sally Mae Scott Holliday has decided to retire from the Jersey City Board of Education after her many years of dedication to the children of Jersey City. Her family and friends will celebrate her retirement with a party at Casino in the Park on April 21, 2010.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Sally Mae Scott Holliday for her many years of dedication to the children of Jersey City. We wish her many years of health and happiness years of retirement.

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

APPROVED AS TO LEGAL FORM

APPROVED: *Gregory DeLuca*  
Business Administrator  
RST.

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

Certification Required

Not Required

**APPROVED 8-0**  
**4/28/10**

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	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-271

Agenda No. 10.Z.5

Approved: APR 28 2010



TITLE: **Resolution Honoring the Recipients of  
The Hudson City Lions Club  
2010 Community Service Award**

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

**WHEREAS**, the Lions Club International is the largest service organization in the world. Lions are men and women dedicated to serving those in need. The Lions Club motto is "We serve." The primary aim of lionism is service, first to the club's community, then to those in need wherever they may be. Besides humanitarian service, they enjoy fellowship and develop leadership capacity. Lions were also the first international organization to admit women as members. The colors of purple and gold were selected as the official colors of the association. To Lions, purple represents loyalty to country, friends, to oneself and to the integrity of mind and heart. It is the color of strength, courage and dedication to a cause. Gold symbolizes sincerity of purpose, liberality in judgement, purity in life and generosity in mind, heart and purse toward mankind; and

**WHEREAS**, the Hudson City Lions Club (HCLC) in Jersey City, New Jersey, received its charter from Lions Club International On January 27, 1954. In its 56 years of service to the community, the Hudson City Lions Club has provided assistance to the blind and deaf and contributed to its community's education, health, recreation and social services; and

**WHEREAS**, the HCLC will host their annual awards dinner at Gino's Restaurant on April 29, 2010. This year Community Service Awards will be given to:

**DAVID CALTON  
CAROLYN MONDI  
PEGGY O'BRIEN  
JOSE ROSARIO**

**WHEREAS**, the Municipal Council of the City of Jersey City does hereby join in the commendation of the above cited individuals.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor the recipients of the HCLC 2010 Community Service Awards

**BE IT FURTHER RESOLVED**, that the Jersey City Municipal Council does hereby acknowledge and commend the Hudson City Lions Club for being positive role models and encouraging excellence, performing charitable services and exercising good citizenship which has significantly contributed toward building a greater and better Jersey City.

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

APPROVED AS TO LEGAL FORM

APPROVED: *Peter M. Brennan*  
Business Administrator  
ASST

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

Certification Required

Not Required

**APPROVED 8-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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. 10-272

Agenda No. 10.Z.6

Approved: APR 28 2010



TITLE: **Resolution Honoring  
PASTOR RODERICK ALLEN,  
Ruling Elder and Pastor of True Vine Church of Jesus  
on the occasion of his 50th birthday celebration**

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

**Whereas, Roderick Allen** was called to preach in October 1976. He became an active member at the Greater Bibleway Temple in Brooklyn, New York, where during his seventeen years of fellowship, he served as President of the Youth Department, was a member of ministerial staff and the music ministry. He traveled extensively evangelizing; and

**Whereas, Roderick Allen** received his ordination at Greater Bibleway Temple by Bishop Huie L. Rogers in 1981; and

**Whereas, Pastor Allen** established a ministry known as the True Vine Church of Jesus Inc. on April 3, 1994; and

**Whereas, Pastor Roderick Allen** has rendered over 33 years of ministerial service throughout the United States. His ministry has received citywide and statewide recognition as one of the most up and coming assemblies of God; and

**Whereas**, there is no position in life more worthy of honor than that of a minister. Pastors live under incredible pressures and make huge sacrifices for the parishes and communities they serve. **Pastor Allen** believes and strongly affirms that balance is the key component needed in order to be effective in your ministry and your family as well; and

**Whereas, Pastor Allen** and his wife, Elder Shelia D. Allen, have been united in marriage for more than 27 years. They are the proud parents of two sons Roderick J. and Jonathan S. Allen; and

**Whereas**, on Monday April 26, 2010, **Pastor Allen's** friends, family and church members will gather together to honor him and celebrate his 50th birthday at the Galloping Hill Inn located in Union, N.J.

**Now, Therefore, Be It Resolved**, that the Municipal Council of the City of Jersey City does hereby honor **Pastor Roderick Allen**, Ruling Elder and Pastor of True Vine Church of Jesus on the occasion of his 50th birthday celebration.

APPROVED: *Gregory Pollard*  
Business Administrator  
AST

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

Certification Required   
Not Required

APPROVED 8-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				4/28/10							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			FLOOD	✓		
DONNELLY	✓			FULOP	✓			VEGA	✓		
LOPEZ	✓			RICHARDSON	ABSENT			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