

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

City Clerk File No. Res. 11-304

Agenda No. 10.A

Approved: MAY 25 2011

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

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

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2011 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period, and

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2011 temporary budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above, and

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2011 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals \$329,209,066.

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

1. An emergency temporary appropriation is hereby created for:

		FROM	TO
26-315	AUTOMOTIVE SERVICES OE	1,250,000	1,550,000
31-434	GASOLINE	577,500	902,500
31-435	TELECOMMUNICATIONS	600,725	750,725
26-305	JERSEY CITY INCINERATOR AUTHORITY	13,350,000	17,350,000
30-471	PRIOR YEAR BILLS	9,070	13,036
	CSBG	407,637	581,498
	DRUNK DRIVER ENFORCEMENT	0	13,452
	JTPA-R (ARRA)	0	185,250
	TOTAL		5,151,529

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2011 Municipal Budget.

APPROVED:
 APPROVED:
 Business Administrator

APPROVED AS TO LEGAL FORM
 Corporation Counsel

Certification Required
 Not Required

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP		✓		VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

Peter M. Brennan, President of Council

Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-305
 Agenda No. 10-B
 Approved: MAY 25 2011



TITLE: **RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 186 LEXINGTON AVENUE A/K/A BLOCK 1748, LOT 54A**

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on April 25, 1996, Kenneth Spann (Borrower) executed a second mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$19,000.00 made under the Community Development Block Grant (CDBG) First Time Homebuyer's Program; and

WHEREAS, the loan was made for the purpose of financing a residential unit for a low and moderate income family and self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects the property known as 186 Lexington Avenue, Jersey City, also known as Lot 54A in Block 1748; and

WHEREAS, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of the Mortgage of Kenneth Spann dated April 25, 1996 in the sum of \$19,000.00 affecting 186 Lexington Avenue, Jersey City, also known as Lot 54A in Block 1748.

IW/cw
5-4-11

APPROVED: _____ APPROVED AS TO LEGAL FORM _____
 (Signature of Business Administrator) (Signature of Corporation Counsel)
 Business Administrator Corporation Counsel

0 2 0 1 1 0 7 3

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

 Peter M. Brennan, President of Council Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-306

Agenda No. 10.C

Approved: MAY 25 2011

TITLE:



RESOLUTION REJECTING ALL BIDS RECEIVED BY THE CITY OF JERSEY CITY ON MARCH 22, 2011 FOR A CONTRACT TO PURCHASE FIVE (5) 2010-2011 FORD EXPLORERS FOR THE DEPARTMENT OF PUBLIC WORKS / AUTOMOTIVE DIVISION

COUNCIL OFFERED AND MOVED
ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Agent acting within his authority and in conformance with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for a contract to purchase five (5) 2010-2011 Ford Explorers for the City of Jersey City (City); and

WHEREAS, the City accepted bids on March 22, 2011 from two bidders, Hudson Toyota and Winner Ford; and

WHEREAS, the City has decided to reject the bids and award a contract under the State contract provision of the Local Public Contracts Law, N.J.S.A. 40A:11-12 because Winner Ford could not accept any vehicle orders after April 14, 2011 and Hudson Toyota offered a vehicle that the City did not consider to be an equivalent; and

WHEREAS, pursuant to N.J.S.A. 40A:11-13.2(f), the City desires to use a State contract to purchase the vehicles.

NOW, THEREFORE IT BE RESOLVED, by the Municipal Council of the City of Jersey City that because of the above stated reasons which are incorporated herein, all bids received on March 22, 2011 for a contract to purchase five (5) Ford Explorers are rejected.

APPROVED: Rodney Hadley 5/17/11 APPROVED AS TO LEGAL FORM
Rodney Hadley, Director, Department of Public Works

APPROVED: [Signature] Corporation Counsel
Business Administrator

RWH/sb
May 17, 2011

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-307

Agenda No. 10.D

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY T&M ASSOCIATES FOR PROVIDING 1"= 50' SCALE MYLAR TAX MAPS TO THE OFFICE OF THE TAX ASSESSOR.

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City (City) through the Office of the Tax Assessor desired to update and digitize the City's official tax maps, which had not been certified by the State of NJ since the 1970's; and

WHEREAS, the City awarded this contract as a Professional Services contract to T&M Associates (T&M) pursuant to N.J.S.A. 40A:11-5 on November 23, 2004; and

WHEREAS, the Office of the Tax Assessor authorized T&M to provide mylar tax maps at a 1" = 50' scale instead of the original 1" = 100' scale specified in the City's original request for proposals; and

WHEREAS, T&M provided the City with the more detailed 1" = 50' scale mylar tax maps, resulting in an additional 190 maps, processing, and coordination services; and

WHEREAS, it cost T&M the sum of \$21,976.00 to provide the more detailed 1:50 scale mylar tax maps; and

WHEREAS, Eduardo Toloza, Tax Assessor, reviewed T&M's request for payment and has certified that T&M has provided the City with 1" = 50' scale mylar tax maps and has certified that T&M's bill for providing such maps is fair and reasonable; and

WHEREAS, T&M performed the services in good faith and is entitled to receive payment for the value of services; and

WHEREAS, the sum of \$21,976.00 is available in Account No. 01-201-20-150-314;

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

WITHDRAWN

TITLE: **RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY T&M ASSOCIATES FOR PROVIDING 1"= 50' SCALE MYLAR TAX MAPS TO THE OFFICE OF THE TAX ASSESSOR**

- 1) the Purchasing Agent is hereby authorized to pay T&M ASSOCIATES the sum of \$21,976.00 for the provision of 1" = 50' scale mylar tax maps; and
- 2) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;

I, _____ (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds (\$21,976.00) available for the payment of the above resolution in Account No. 01-201-20-150-314

WITHDRAWN

APPROVED: _____

APPROVED AS TO LEGAL FORM _____

APPROVED: *Donna Mauer*
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				AHMAD			
DONNELLY				FULOP				VELAZQUEZ			
LOPEZ				RICHARDSON				BRENNAN, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

ELEVEN TINDALL ROAD, MIDDLETOWN, NJ 07748-2792
(732) 671-6400 * fax (732) 671-7365 * www.tandmassociates.com



JCTY00010

December 4, 2008

Mr. John Mercer
Chief Information Officer
City of Jersey City
Office of the Business Administrator
280 Grove Street
Jersey City, NJ 07302

**Re: Jersey City Photogrammetry & Tax Map Preparation Project
Project Finalization - Completion of Project Services**

Dear Mr. Mercer:

As indicated in the November 17, 2008 letter from the N.J. Department of the Treasury, the Jersey City Tax Map has been approved. Several sheets require minor modification and then the map set can be processed by the State with its approval stamping on the mylar reproducible originals. The stamping of these mylars and the printing of the approved map for City distribution and transmittal of project documentation will render these project services as complete.

At this time, we wish to bring several items to your attention:

The original sheet scale specified on the project proposal was for 1"=100' sheets. The City later desired a more detailed sheet scale of 1"=50' scale sheets throughout the residential areas to better depict the city tax parcels. This was discussed and directed by the City during our September 25, 2005 project meeting:

..." It was agreed that the existing sheet scale of 1"=100' appears quite dense in volume of information. It was agreed that the sheet scale of 1"=50' provides a better looking product and is generally easier to read. T&M will typically provide the tax mapping at a scale of 1"=50' (The larger industrial, swamp and waterfront tract areas will be mapped at 1"=200' or other smaller scale, depending on size, as the larger scale is not warranted.)...

This sheet scale issue essentially "doubles" the total number of tax map sheets and related print copies and mylar sheets. T&M's reproduction costs will be increased accordingly. This will warrant review of the budget to accommodate increased printing costs associated with increased map count. T&M will coordinate this budgetary issue with the City at a later date as we approach delivery of final deliverables including mylar tax maps to be sent to the State for map stamping in 2007/2008."

As that occasion has now arrived, we request an additional \$ 10,611 to cover the reproduction costs of an additional 190 full size as well as reduced size mylar sheets (total sheet set count is 393), as well as the additional cost for paper copies of increased sheet set volume.

04

ENGINEERS * PLANNERS * LANDSCAPE ARCHITECTS * ENVIRONMENTAL SCIENTISTS * SURVEYORS
CIVIL * ELECTRICAL * ENVIRONMENTAL * MECHANICAL * MUNICIPAL * SITE * SOLID WASTE * STRUCTURAL * TRAFFIC * TRANSPORTATION

REGIONAL OFFICES IN MOORESTOWN, TOMS RIVER AND CLIFTON, NJ; PLYMOUTH MEETING, PA; and SAN JUAN, PUERTO RICO



Mr. John Mercer
Chief Information Officer
City of Jersey City
Office of the Business Administrator

Re: Jersey City Photogrammetry & Tax Map Preparation Project
Project Finalization - Completion of Project Services

We received an extension to our contract with no cost adjustment through August 2008. Final services have extended an additional three (3) months. We respectfully request additional fees of \$ 11,365 to cover processing and coordination beyond the extended project duration. Total contract adjustment would be \$21,976.

If you have any questions or wish to discuss this further, please do not hesitate to contact us. We will gladly meet with you, if necessary, to further explain this matter.

Very truly yours,

T&M ASSOCIATES

A handwritten signature in cursive script, reading 'Richard A. Moralle', written over a horizontal line.

RICHARD A. MORALLE, P.E., P.L.S., P.P., C.M.E.
SENIOR VICE PRESIDENT

RAM:MSF:der

T&M Associates
P O Box 828
Red Bank, NJ 07701
732-671-6400

INVOICE

Page : 1
Invoice No : DAP156769
Invoice Date : 07/31/2009

CITY OF JERSEY CITY
280 GROVE STREET
JERSEY CITY, NJ. 07302

Attention: JOHN MERCER

For Professional Services Processed through: 7/24/2009

RE : JCTY-00010 JERSEY CITY TAX MAP
RESOL # 04-877

AERIAL SERVICES

100.00% Complete

Contract Amount 342,100.00
Amount Completed 342,100.00
Less Previously Billed 342,100.00

Current Billing

0.00

DEED AND MAP RESEARCH

100.00% Complete

Contract Amount 105,300.00
Amount Completed 105,300.00
Less Previously Billed 105,300.00

Current Billing

0.00

CITYWIDE TAX MAP CONSTR

100.00% Complete

Contract Amount 417,400.00
Amount Completed 417,400.00
Less Previously Billed 417,400.00

Current Billing

0.00

INDIVIDUAL TAX MAP SHT CONSTR

100.00% Complete

Contract Amount 174,500.00
Amount Completed 174,500.00
Less Previously Billed 174,500.00

Current Billing

0.00

L & BL # DESIGNATION/MODIV/GIS PAR

100.00% Complete

Contract Amount 105,000.00
Amount Completed 105,000.00
Less Previously Billed 105,000.00

Current Billing

0.00

AERIAL REFLIGHT & NEW PHOTOGRAPHY

100.00% Complete

Contract Amount 11,500.00
Amount Completed 11,500.00
Less Previously Billed 11,500.00

Current Billing

0.00

CLIENT MGM'T/PRJ MGM'T/TAX MAP SHT

100.00% Complete

Contract Amount 112,676.00
Amount Completed 112,676.00
Less Previously Billed 90,700.00

Current Billing

21,976.00

Amount Due This Invoice =====>

21,976.00

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:

T & M ASSOCIATES

TAXPAYER IDENTIFICATION#

221-806-7087000

ADDRESS

ELEVEN TINDALL RD
MIDDLETOWN NJ 07748

EFFECTIVE DATE:

03/21/66

FORM-BRC(08-01)

TRADE NAME:

CONTRACTOR CERTIFICATION#

0068800

ISSUANCE DATE:

09/13/01

Patricia A. Chacchi

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

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

City Clerk File No. Res. 11-308

Agenda No. 10.E

DEFEATED MAY 25 2011

TITLE:



Resolution of the Municipal Council of the City of Jersey City Declaring its Intention to Eliminate The Jersey City Economic Development Corporation

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

Whereas, the 2012 Jersey City budget will prove to be extremely challenging; and

Whereas, the City of Jersey City needs to find solutions that are not reliant on one time revenues; and

Whereas, the City of Jersey City needs to eliminate redundant overlapping services delivered by the city that also exists in the County of Hudson government and the State of NJ government; and

Whereas, the City of Jersey City can streamline delivery of services, save valuable tax dollars, and in many cases still deliver a high level of services for residents; and

Whereas, the City of Jersey City represents half of the County of Hudson and pays the most significant tax portion of the Hudson County Government; and

Whereas, the County of Hudson offers a robust Economic Development Corporation (EDC) as does the City of Jersey City; and

Whereas, the state has dramatically reduced the Urban Enterprise Zone (UEZ) program which will alter the EDC programming significantly; and

Whereas, Jersey City residents are essentially double taxed for the delivery of the Jersey City EDC.

Now, Therefore, Be It Resolved, by the Municipal Council of the City of Jersey City, hereby formally notifies the Mayor of Jersey City that the Municipal Council intends on eliminating the Jersey City Economic Development Corporation and will seek approvals for the consolidation into the County of Hudson Government.

Be It Further Resolved, that the Mayor should make appropriate plans as the Municipal Council intends to repeal and amend all ordinances dealing with the Jersey City Economic Development Corporation by the end of this budget year to streamline government and eliminate overlapping services.

DEFEATED

APPROVED: _____
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

Certification Required

Not Required

DEFEATED 2-7

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO		✓		GAUGHAN		✓		AHMAD		✓	
DONNELLY		✓		FULOP	✓			VELAZQUEZ		✓	
LOPEZ	✓			RICHARDSON		✓		BRENNAN, PRES		✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

DEFEATED [Signature]
Robert Byrne, City Clerk



CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

18 May 2011

TO: COUNCIL PRESIDENT BRENNAN AND MEMBERS OF THE CITY COUNCIL

FROM: JERRAMIAH T. HEALY
MAYOR *J. H.*

RE: RESOLUTIONS REGARDING THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE JERSEY CITY DEPARTMENT OF CULTURAL AFFAIRS

Attached please find copies of the statement that I have issued opposing these resolutions. Also, is a copy of the testimony which I presented to the State regarding the continuation of UEZ funding.

OFFICE OF THE MAYOR

CITY OF JERSEY CITY

JERRAMIAH T. HEALY
MAYOR



CITY HALL
JERSEY CITY, NJ 07302
TEL:(201) 547-5200
FAX:(201) 547-4288

Statement of Mayor Healy Regarding Councilman Fulop's Press Release on Merger of City EDC & Cultural Affairs with Hudson County Offices

Once again, Councilman Fulop is illustrating his ignorance of our city's rich and lengthy history. Jersey City is a city of the First Class, the most diverse city in the County, and the economic engine of the State. Every year, we hold dozens of events celebrating our diversity and our civic pride and showcasing the variety and depth of our artistic community. It is these types of events that not only contribute to our pre-eminence as a cultural destination, but that serve to unite us as a community.

This measure by Councilman Fulop and Councilwoman Lopez would serve to strip the good people of Jersey City of their culture and identity, and would transfer the autonomy of our EDC – an independent non-profit that receives no funding from city property tax dollars – to a county agency that is responsible for several other municipalities. In fact, this proposal would dedicate Jersey City taxpayer dollars to funding arts and economic development in other towns aside from Jersey City.

Councilman Fulop has issued a campaign press release in the attempt of gaining political traction, but has instead turned his back on our varied cultural and ethnic groups, our visual and performing artists, and our small business community. This proposed consolidation would also threaten Jersey City's position as the economic engine of the state, as we would relinquish our ability to market our city as a destination for new business. Merging services between a city and county or two municipalities, for example, makes sense when in fact there is a duplication of services. It was my administration that took the lead on this by merging the City Office of Veterans Affairs and the service of weights and measures inspections with the County when duplications existed. My staff continues to meet with their counterparts in neighboring municipalities to discuss the potential for shared services and as we downsize government we are eliminating the duplication of services.

However, while the Jersey City Division of Cultural Affairs and Hudson County Cultural Affairs have similar names, their missions are completely different. There is no duplication of services. The Jersey City tax dollars that are dedicated to the Division of Cultural Affairs go directly back to support Jersey City-based cultural events, programs and institutions, while the bulk of HCCA work is spent administering county-wide grants from the state and federal government.

Likewise, the Jersey City Economic Development Corporation serves to administer the largest and most successful Urban Enterprise Zone program in New Jersey and supports our four Special Improvement Districts, as well as a number of other programs. Both of these offices have served as a model for others around the state and in other parts of the country.

The preliminary research by our Law Department indicates that the City Council does not have the authority under the Faulkner Act to negotiate contracts; rather, that is a function of the Executive Branch of government. Councilman Fulop has shown his ignorance not only for the basic principles of municipal government, but for the way our city works and how our communities thrive, all to once again get a self-serving press release in the paper to further his personal, political agenda.

TESTIMONY OF MAYOR JERRAMIAH T. HEALY CITY OF JERSEY CITY

ASSEMBLY COMMITTEE ON COMMERCE AND ECONOMIC DEVELOPMENT - UEZ HEARINGS - MAY 19, 2011

Thank you for allowing me this opportunity to speak to you regarding the Urban Enterprise Zone program.

As the Mayor of Jersey City, the second largest city in the state of New Jersey, I am extremely distressed by the administration's decision to not fund the program again in the fiscal year '12 budget.

FACTS:

- The Jersey City UEZ program has **614 certified businesses** that employ 32,487 individuals full-time
- These UEZ businesses **have created 15,055 new full-time jobs, 4,250 existing part-time jobs, and 1,203 new part-time jobs**
- It is estimated that **another 2,173 jobs will be created** by those same UEZ businesses over the next year.
- UEZ businesses have **invested more than \$13 billion (\$13,480,232,067)** in Jersey City since the inception of the program.
- **Projected investment** over the next year is estimated to be **more than \$5 million (\$531,948,280)**

UEZ FUNDING HAS ALLOWED MY CITY TO:

- **Match federal and state grants** for infrastructure improvements
- Preserve our historic structures
- **Keep our streets safe** with additional police officers
- **Keep our streets clean** with street sweeping personnel while at the same time providing jobs to our **"second chance community"**
- **Train Jersey City residents** for job opportunities and placement – two of the Programs, the Customer Service Skills Center and the Women Rising Hospitality Training Program, that are funded by the UEZ have placement and retention rates of 65% and 90% at jobs starting at over \$12.00 an hour
- Provide loans to **small businesses** such as at Rajbhog Foods, World of Style

Vintage, and Gold Coast Fitness.

- Encourage **businesses to relocate** to Jersey City or open new businesses in Jersey City from areas outside the state of New Jersey
- Fund four **Special Improvement Districts (SIDs)** and our Main Street Program
- Provide matching grants to businesses for façade improvement programs

Our UEZ cities have been hit hard by the property tax cap and municipal aide being kept flat. It is an exceptionally difficult burden to maintain essential services to our residents.

The administration's budget hurts our most populated cities and the populations most in need of the basic services. Not funding our UEZ program will hurt our residents and taxpayers and places an unfair burden on the cities like Jersey City, who continue to be the economic engine of the state delivering hundreds of millions of dollars into our state income tax coffers annually. I respectfully ask that you do everything in your power to preserve our UEZ program, as this is one of the successful initiatives that has helped restore vibrancy and economic development to our urban areas.

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

City Clerk File No. Res. 11-309

Agenda No. 10.F



DEFEATED

TITLE:

Resolution of the Municipal Council of the City of Jersey City Declaring its Intention to Eliminate the Division of Cultural Affairs

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

Whereas, the 2012 Jersey City budget will prove to be extremely challenging; and

Whereas, the City of Jersey City needs to find solutions that are not reliant on one-time revenues; and

Whereas, the City of Jersey City needs to eliminate redundant overlapping services delivered by the city that also exists in the County of Hudson government and the State of NJ government; and

Whereas, the City of Jersey City can streamline delivery of services, save valuable tax dollars, and in many cases still deliver A high level of services for residents; and

Whereas, the City of Jersey City represents half of the County of Hudson and pays the most significant tax portion of the Hudson County Government; and

Whereas, the County of Hudson offers a robust Office of Cultural Affairs as does the City of Jersey City; and

DEFEATED

Whereas, Jersey City residents are essentially double taxed for the delivery of the Jersey City Division of Cultural Affairs.

Now, Therefore, Be It Resolved, by the Municipal Council of the City of Jersey City, hereby formally notifies the Mayor of Jersey City that the Municipal Council intends on eliminating the Jersey City Division of Cultural Affairs and will seek approvals for the consolidation into the County of Hudson Government.

Be It Further Resolved, that the Mayor should make appropriate plans as the Municipal Council intends to amend Chapter 3-104 of the Jersey City Municipal Code by the end of this budget year to streamline government and eliminate overlapping services

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Council

Certification Required

Not Required

DEFEATED 1-8

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO		✓		GAUGHAN		✓		AHMAD		✓	
DONNELLY		✓		FULOP	✓			VELAZQUEZ		✓	
LOPEZ		✓		RICHARDSON		✓		BRENNAN, PRES		✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

DEFEATED Robert Byrne
Robert Byrne, City Clerk



CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

18 May 2011

TO: COUNCIL PRESIDENT BRENNAN AND MEMBERS OF THE CITY COUNCIL

FROM: JERRAMIAH T. HEALY
MAYOR

RE: RESOLUTIONS REGARDING THE JERSEY CITY ECONOMIC DEVELOPMENT CORPORATION AND THE JERSEY CITY DEPARTMENT OF CULTURAL AFFAIRS

Attached please find copies of the statement that I have issued opposing these resolutions. Also, is a copy of the testimony which I presented to the State regarding the continuation of UEZ funding.

OFFICE OF THE MAYOR

CITY HALL > 280 GROVE STREET > JERSEY CITY, NJ 07302 > TEL: (201)547-5200 > FAX: (201)547-4288
WWW.JERSEYCITYNJ.GOV > JC1TV... CHANNEL ONE - JERSEY CITY'S OFFICIAL CHANNEL

CITY OF JERSEY CITY

JERRAMIAH T. HEALY
MAYOR



CITY HALL
JERSEY CITY, NJ 07302
TEL:(201) 547-5200
FAX:(201) 547-4288

Statement of Mayor Healy Regarding Councilman Fulop's Press Release on Merger of City EDC & Cultural Affairs with Hudson County Offices

Once again, Councilman Fulop is illustrating his ignorance of our city's rich and lengthy history. Jersey City is a city of the First Class, the most diverse city in the County, and the economic engine of the State. Every year, we hold dozens of events celebrating our diversity and our civic pride and showcasing the variety and depth of our artistic community. It is these types of events that not only contribute to our pre-eminence as a cultural destination, but that serve to unite us as a community.

This measure by Councilman Fulop and Councilwoman Lopez would serve to strip the good people of Jersey City of their culture and identity, and would transfer the autonomy of our EDC – an independent non-profit that receives no funding from city property tax dollars – to a county agency that is responsible for several other municipalities. In fact, this proposal would dedicate Jersey City taxpayer dollars to funding arts and economic development in other towns aside from Jersey City.

Councilman Fulop has issued a campaign press release in the attempt of gaining political traction, but has instead turned his back on our varied cultural and ethnic groups, our visual and performing artists, and our small business community. This proposed consolidation would also threaten Jersey City's position as the economic engine of the state, as we would relinquish our ability to market our city as a destination for new business. Merging services between a city and county or two municipalities, for example, makes sense when in fact there is a duplication of services. It was my administration that took the lead on this by merging the City Office of Veterans Affairs and the service of weights and measures inspections with the County when duplications existed. My staff continues to meet with their counterparts in neighboring municipalities to discuss the potential for shared services and as we downsize government we are eliminating the duplication of services.

However, while the Jersey City Division of Cultural Affairs and Hudson County Cultural Affairs have similar names, their missions are completely different. There is no duplication of services. The Jersey City tax dollars that are dedicated to the Division of Cultural Affairs go directly back to support Jersey City-based cultural events, programs and institutions, while the bulk of HCCA work is spent administering county-wide grants from the state and federal government.

Likewise, the Jersey City Economic Development Corporation serves to administer the largest and most successful Urban Enterprise Zone program in New Jersey and supports our four Special Improvement Districts, as well as a number of other programs. Both of these offices have served as a model for others around the state and in other parts of the country.

The preliminary research by our Law Department indicates that the City Council does not have the authority under the Faulkner Act to negotiate contracts; rather, that is a function of the Executive Branch of government. Councilman Fulop has shown his ignorance not only for the basic principles of municipal government, but for the way our city works and how our communities thrive, all to once again get a self-serving press release in the paper to further his personal, political agenda.

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

City Clerk File No. Res. 11-310

Agenda No. 10.G

Approved: MAY 25 2011

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 25 FOOT LOADING ZONE ON THE SOUTH SIDE OF NEWARK AVENUE, 182 FEET WEST OF KENNEDY BOULEVARD; ON THE SOUTH SIDE OF NEWARK AVENUE, 181 FEET EAST OF TONNELE AVENUE AND ON THE NORTH SIDE OF NEWARK AVENUE, 164 FEET EAST OF TONNELE AVENUE, MONDAY THROUGH SATURDAY, 8:00 A.M. TO 1:00 P.M.

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

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

WHEREAS, the provisions of Section 3-69(C)(6) of the Traffic Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulations (Nos. 11-036 through 11-038) be promulgated designating a loading zone at the locations described therein.

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

a. The attached regulations shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone Monday through Saturday, 8:00 a.m. to 1:00 p.m. at the following locations:

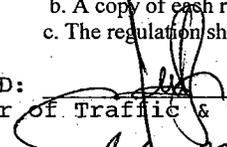
(Reg. 11-036) Newark Avenue, south side, beginning 182 feet west of Kennedy Boulevard and extending 25 feet west.

(Reg. 11-037) Newark Avenue, south side, beginning 181 feet east of Tonnele Avenue and extending 25 feet east.

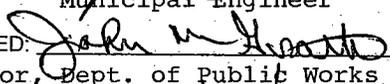
(Reg. 11-038) Newark Avenue, north side, beginning 164 feet east of Tonnele Avenue and extending 25 feet east.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

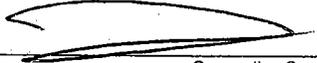
APPROVED: 
Director of Traffic & Transportation

APPROVED:  FOR CHUCK F. LEE
Municipal Engineer

APPROVED: 
Director, Dept. of Public Works

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Corporation Counsel

JDS:pcl
(05.17.11)

Certification Required

Not Required

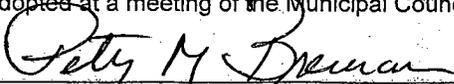
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


Peter M. Brennan, President of Council


Robert Byrne, City Clerk

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 11-036

May 17, 2011

**LOADING ZONE REGULATION
DESIGNATED**

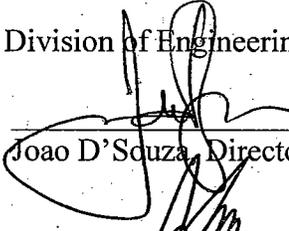
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-69 (C) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

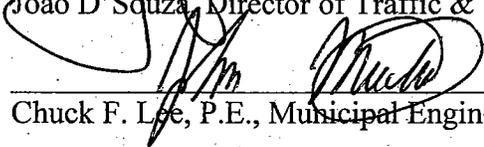
NEWARK AVENUE –SOUTH SIDE

Beginning at a point approximately 182 feet west of Kennedy Boulevard and extending to a point 25 westerly therefrom.

Time: Monday through Saturday
8:00 a.m. to 1:00 p.m.

Division of Engineering, Traffic and Transportation


Joao D'Souza, Director of Traffic & Transportation

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

Approved by Municipal Council Resolution:

Date: _____

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 11-037

May 17, 2011

**LOADING ZONE REGULATION
DESIGNATED**

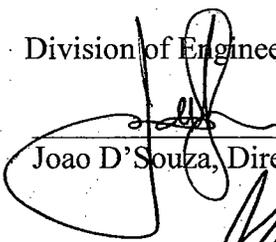
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-69 (C) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

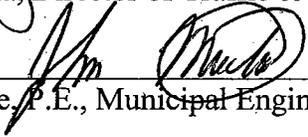
NEWARK AVENUE –SOUTH SIDE

Beginning at a point approximately 181 feet east of Tonnele Avenue and extending to a point 25 easterly therefrom.

Time: Monday through Saturday
8:00 a.m. to 1:00 p.m.

Division of Engineering, Traffic and Transportation


Joao D'Souza, Director of Traffic & Transportation

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

Approved by Municipal Council Resolution:

Date: _____

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 11-038

May 17, 2011

**LOADING ZONE REGULATION
DESIGNATED**

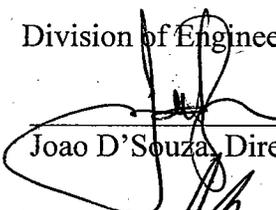
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-69 (C) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

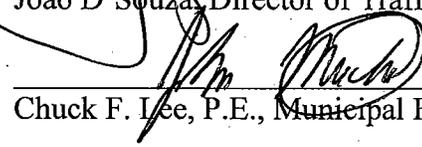
NEWARK AVENUE -NORTH SIDE

Beginning at a point approximately 164 feet east of Tonnele Avenue and extending to a point 25 easterly therefrom.

Time: Monday through Saturday
8:00 a.m. to 1:00 p.m.

Division of Engineering, Traffic and Transportation


Joao D'Souza, Director of Traffic & Transportation

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

Approved by Municipal Council Resolution:

Date: _____

RESOLUTION FACT SHEET

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 supplementing the Manual of Loading Zone Designations of the City of Jersey City designating a 25 foot loading zone on the south side of Newark Avenue, 182 feet west of Kennedy Boulevard; on the south side of Newark Avenue, 181 feet east of Tonnele Avenue and on the north side of Newark Avenue, 164 feet east of Tonnele Avenue Monday through Saturday, 8:00 a.m. to 1:00 p.m.

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 Councilwoman Lopez on behalf of the business on Newark Avenue between Kennedy Boulevard and Tonnele Avenue

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

Designate a 25 foot loading zone on the south side of Newark Avenue beginning 182 feet west of Kennedy Boulevard

Designate a 25 foot loading zone on the south side of Newark Avenue beginning 181 feet east of Tonnele Avenue

Designate a 25 foot loading zone on the north side of Newark Avenue beginning 164 feet east of Tonnele Avenue

All the loading zones will be in effect Monday through Friday, 8:00 a.m. to 1:00 p.m.

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

Facilitate the deliveries to and from the commercial business on Newark Avenue

5. Anticipated benefits to the community:

Provide an area for deliveries to and from the commercial business on Newark Avenue.

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:

The applicant will pay \$75.00 for each loading zone sign and each channel installation. There will be no cost to the City.

7. Date proposed program or project will commence:

Pending approval by The Jersey City Municipal Council

8. Anticipated completion date:

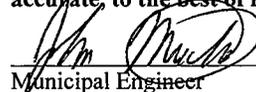
Ten days following adoption by The Jersey City Municipal Council

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

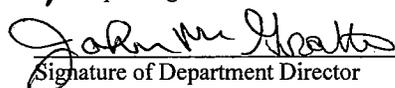
Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation

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.

 For CFL
Municipal Engineer

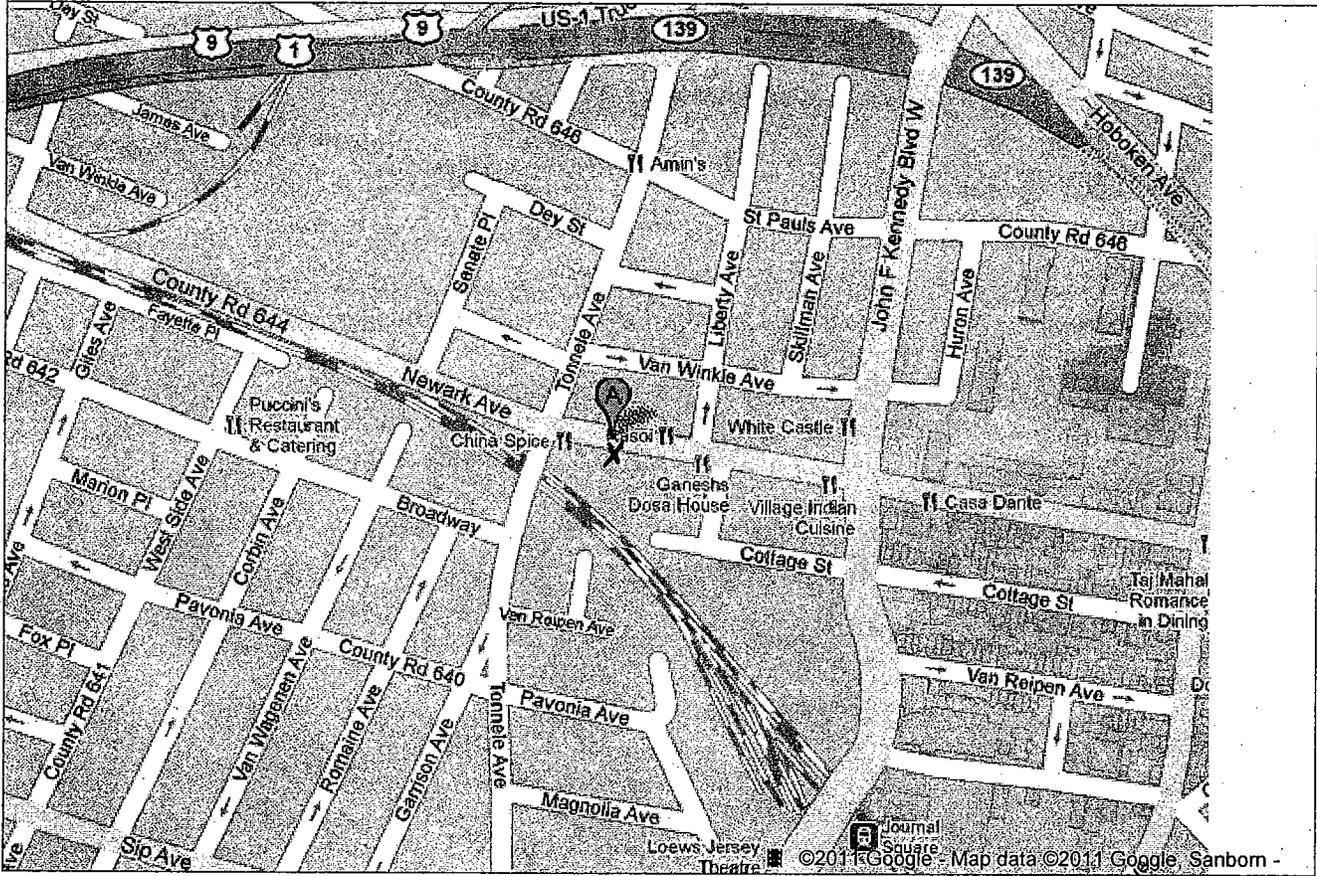
5/18/11
Date


Signature of Department Director

5/18/11
Date

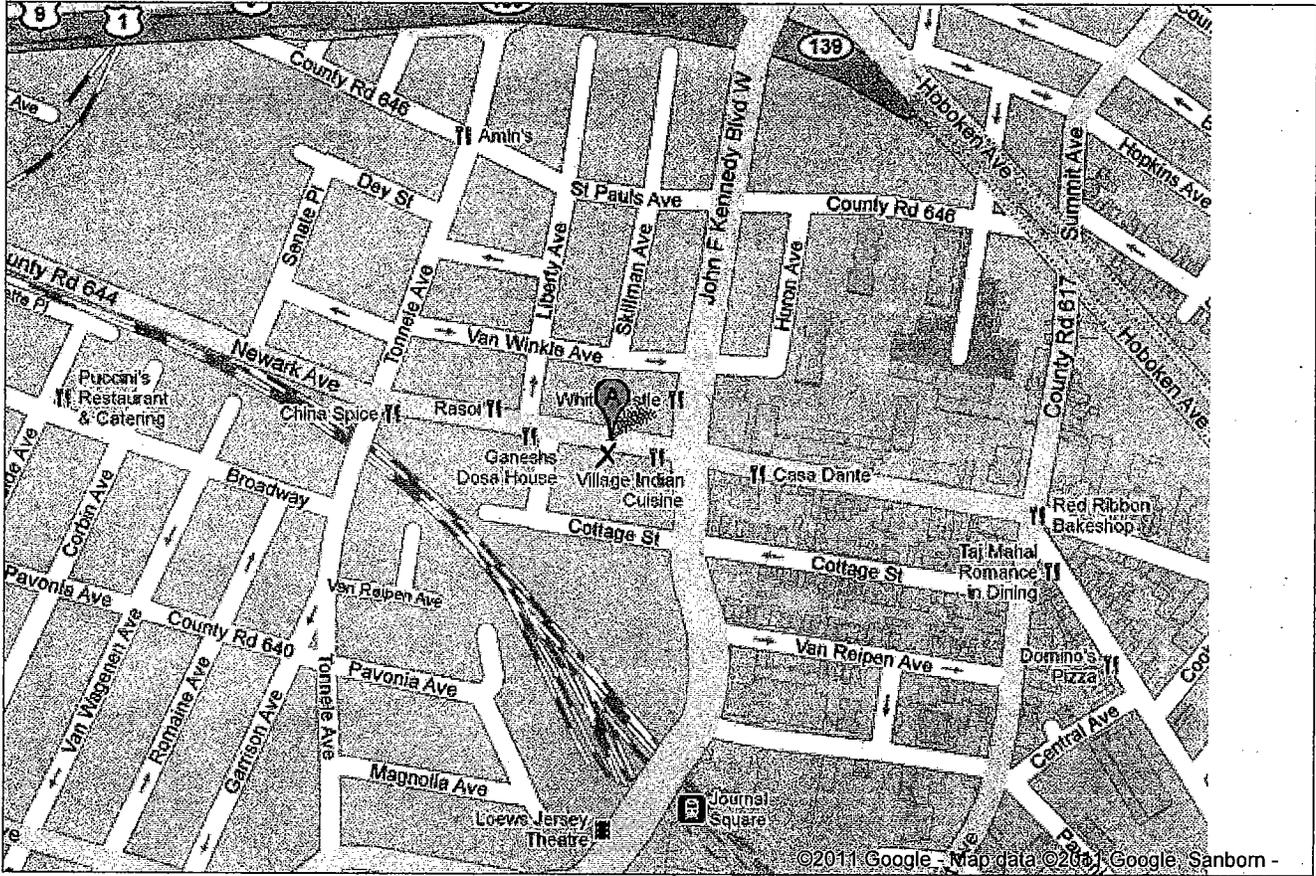
Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



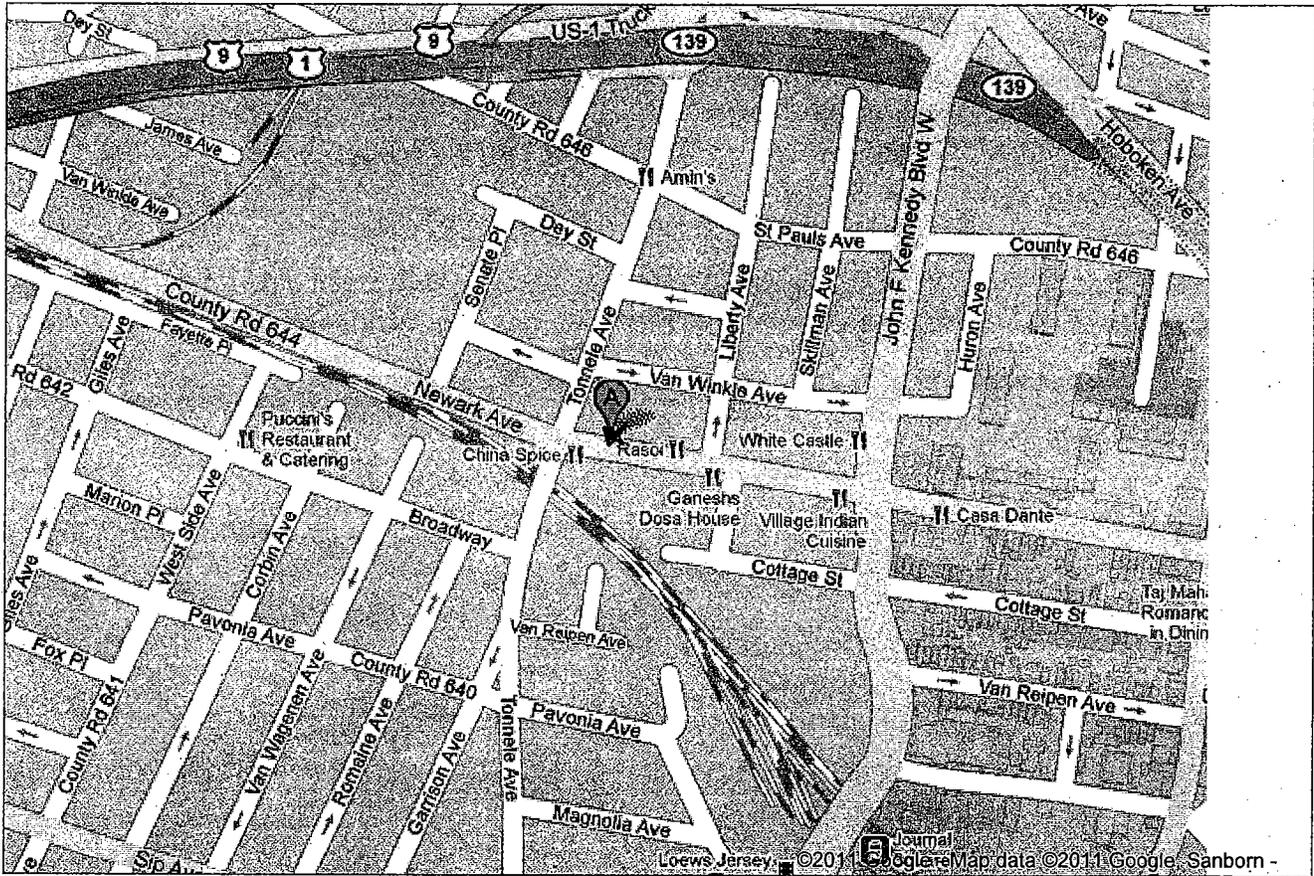
Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



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

City Clerk File No. Res. 11-311

Agenda No. 10.H

Approved: MAY 25 2011

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 40 FOOT LOADING ZONE ON THE NORTH WEST CORNER OF COTTAGE STREET AT KENNEDY BOULEVARD MONDAY THROUGH SATURDAY, 8:00 A.M. TO 1:00 P.M.

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

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

WHEREAS, the provisions of Section 3-69(C)(6) of the Traffic Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

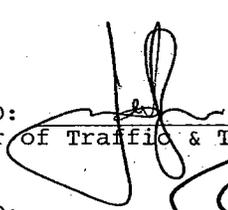
WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 11-035) be promulgated designating a loading zone at the location described therein.

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

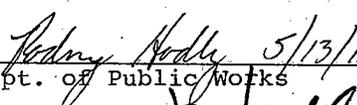
a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone Monday through Saturday, 8:00 a.m. to 1:00 p.m. at the following location:

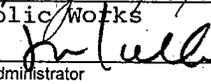
(Reg. 11-035) Cottage Street, north side, beginning 35 feet west of Kennedy Boulevard and extending 40 feet west.

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

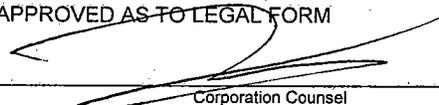
APPROVED: 
 Director of Traffic & Transportation

APPROVED:  5/13/11
 Municipal Engineer

APPROVED:  5/13/11
 Director, Dept. of Public Works

APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM


 Corporation Counsel

JDS:pcl
 (05.12.11)

Certification Required

Not Required

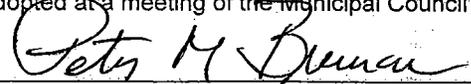
APPROVED 9-0

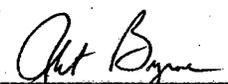
RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/25/11						5/25/11					
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation 11-035

May 12, 2011

**LOADING ZONE REGULATION
DESIGNATED**

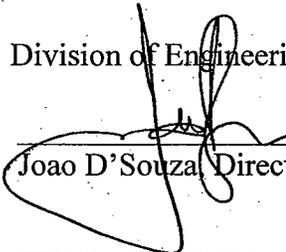
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-69 (C) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

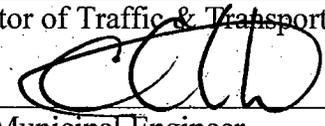
COTTAGE STREET – NORTH SIDE

Beginning at a point approximately 35 feet west of Kennedy Boulevard and extending to a point 40 feet westerly therefrom.

Time: Monday through Saturday
8:00 a.m. to 1:00 p.m.

Division of Engineering, Traffic and Transportation


Joao D'Souza, Director of Traffic & Transportation

 5/13/11
Chuck F. Lee, P.E., Municipal Engineer

Approved by Municipal Council Resolution:

Date: _____

RESOLUTION FACT SHEET

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 supplementing the Manual of Loading Zone Designations of the City of Jersey City designating a 40 foot loading zone on the north west corner of Cottage Street at Kennedy Boulevard Monday through Saturday, 8:00 a.m. to 1:00 p.m.

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 Councilwoman Lopez on behalf of the business on Kennedy Boulevard.

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

Designate a 40 foot loading zone on the north west corner of Cottage Street at Kennedy Boulevard, Monday through Saturday, 8:00 a.m. to 1:00 p.m.

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

Facilitate the deliveries to and from the businesses along Kennedy Boulevard. There is "no stopping or standing" on the west side of Kennedy Boulevard from Newark Avenue to Cottage Street, which makes getting deliveries to and from the businesses located here very difficult. Trucks double park on Cottage Street.

5. Anticipated benefits to the community:

Provide an area for deliveries to and from the commercial business in the area. Increase pedestrian and traffic safety in the area.

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:

The applicant will pay \$75.00 for each loading zone sign and each channel installation. There will be no cost to the City.

7. Date proposed program or project will commence:

Pending approval by The Jersey City Municipal Council

8. Anticipated completion date:

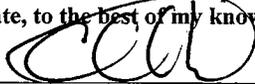
Ten days following adoption by The Jersey City Municipal Council

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

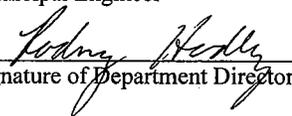
Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation

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

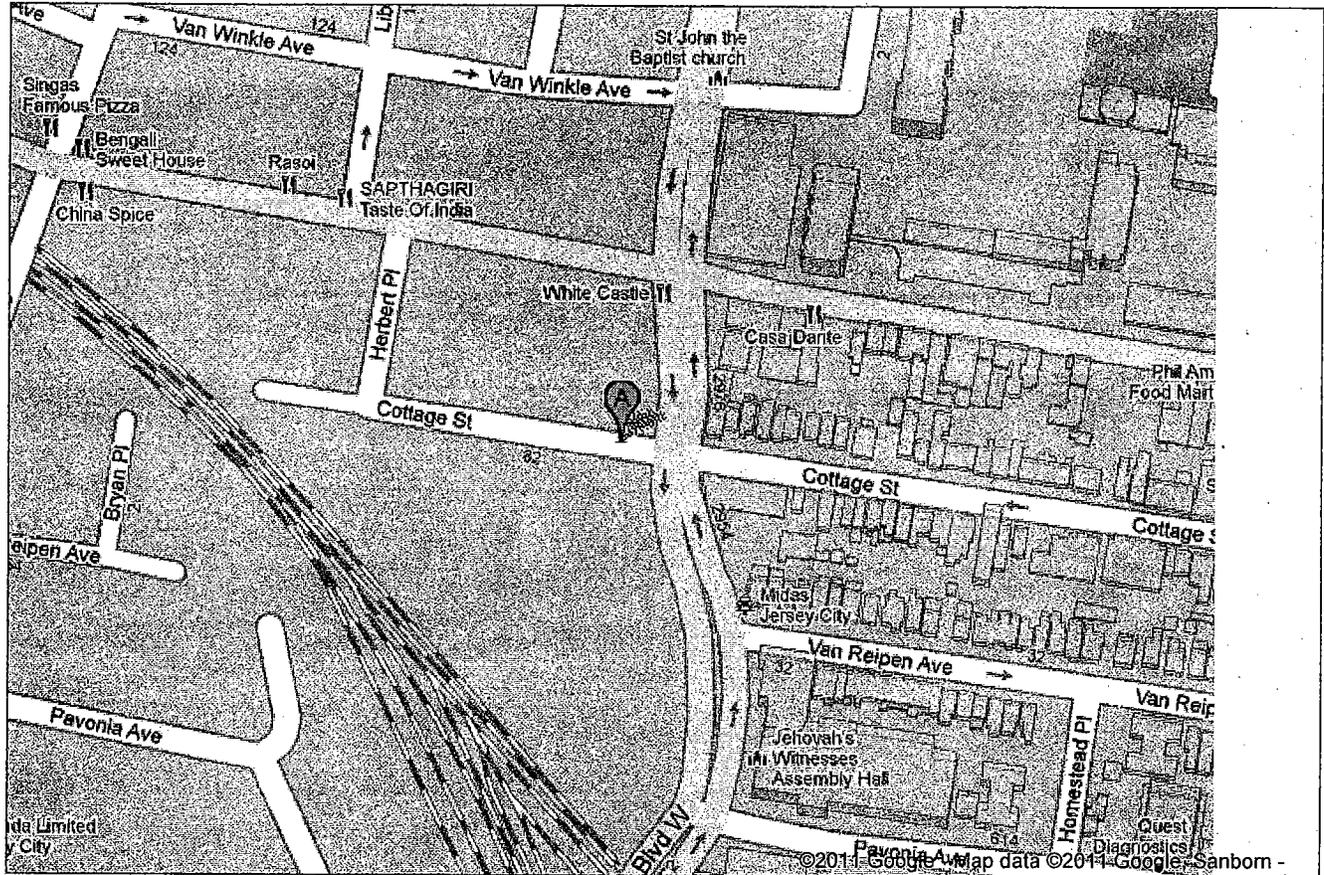
5/13/11
Date


Signature of Department Director

5/13/11
Date

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



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

City Clerk File No. Res. 11-312
 Agenda No. 10.I
 Approved: MAY 25 2011
 TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 42 FOOT LOADING ZONE AT 113-115 MONTICELLO AVENUE, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 8:00 P.M. AND SATURDAY, 7:00 A.M. TO 5:00 P.M.

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

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

WHEREAS, the provisions of Section 3-69(C)(6) of the Traffic Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 11-042) be promulgated amending a loading zone at 111 Monticello Avenue.

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

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone Monday through Friday, 7:00 a.m. to 8:00 p.m. and Saturday, 7:00 a.m. to 5:00 p.m. at the following location:

(Reg. 11-042) 113-115 Monticello Avenue, west side, beginning 35 feet north of Brinkerhoff Street and extending 42 feet north.

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

APPROVED: [Signature]
 Director of Traffic & Transportation

APPROVED: [Signature] FOR CHUCK F. LEE
 Municipal Engineer

APPROVED: [Signature] 5/17/11
 Director, Dept. of Public Works
 APPROVED: [Signature]
 Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
 Corporation Counsel

JDS:pcl
 (05.17.11)

Certification Required
 Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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

[Signature]
 Peter M. Brennan, President of Council

[Signature]
 Robert Byrne, City Clerk

CITY OF
JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

RODNEY HADLEY, DPW DIRECTOR
CHUCK F. LEE, P.E., CITY ENGINEER



HONORABLE JERRAMIAH HEALY, MAYOR
JOHN KELLY, BUSINESS ADMINISTRATOR

Regulation [~~131~~] 11-042

May 17, 2011

**LOADING ZONE REGULATION
AMENDED**

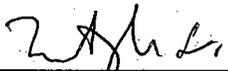
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-69 (C) (6) of the Jersey City Municipal Code, the following location is hereby AMENDED as a loading zone.

111-113-115 MONTICELLO AVENUE – WEST SIDE

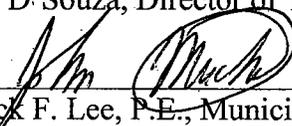
Beginning at a point approximately 35 feet north of Brinkerhoff Street and extending to a point [~~88~~] 42 feet northerly therefrom.

Time: Monday through Friday [~~Saturday~~]
7 [~~8~~]:00 a.m. to 8:00 p.m. [~~12 Noon~~]
Saturday
7:00 a.m. to 5:00 p.m.

Division of Engineering, Traffic and Transportation



Joao D'Souza, Director of Traffic & Transportation

 FOR

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

Approved by Municipal Council Resolution:

Date: _____

RESOLUTION FACT SHEET

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 supplementing the Manual of Loading Zone Designations of the City of Jersey City designating a 42 foot loading zone at 113-115 Monticello Avenue, Monday through Friday, 7:00 a.m. to 8:00 p.m. and Saturday, 7:00 a.m. to 5:00 p.m.

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 Councilwoman Richardson on behalf of Keyfood Supermarket.

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

Designate a 42 foot loading zone at 113-115 Monticello Avenue, Monday through Friday, 7:00 a.m. to 8:00 p.m. and Saturday, 7:00 a.m. to 5:00 p.m.

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

Facilitate the deliveries to the newly constructed Keyfood Supermarket, 113-115 Monticello Avenue.

5. Anticipated benefits to the community:

Provide an area for deliveries to Keyfood Supermarket located at 113-115 Monticello Avenue. Increase pedestrian and traffic safety in the area.

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:

The applicant will pay \$75.00 for each loading zone sign and each channel installation. There will be no cost to the City.

7. Date proposed program or project will commence:

Pending approval by The Jersey City Municipal Council

8. Anticipated completion date:

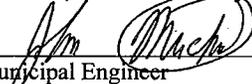
Ten days following adoption by The Jersey City Municipal Council

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

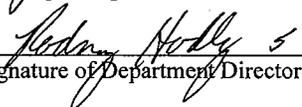
Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation

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.

 For CFL
Municipal Engineer

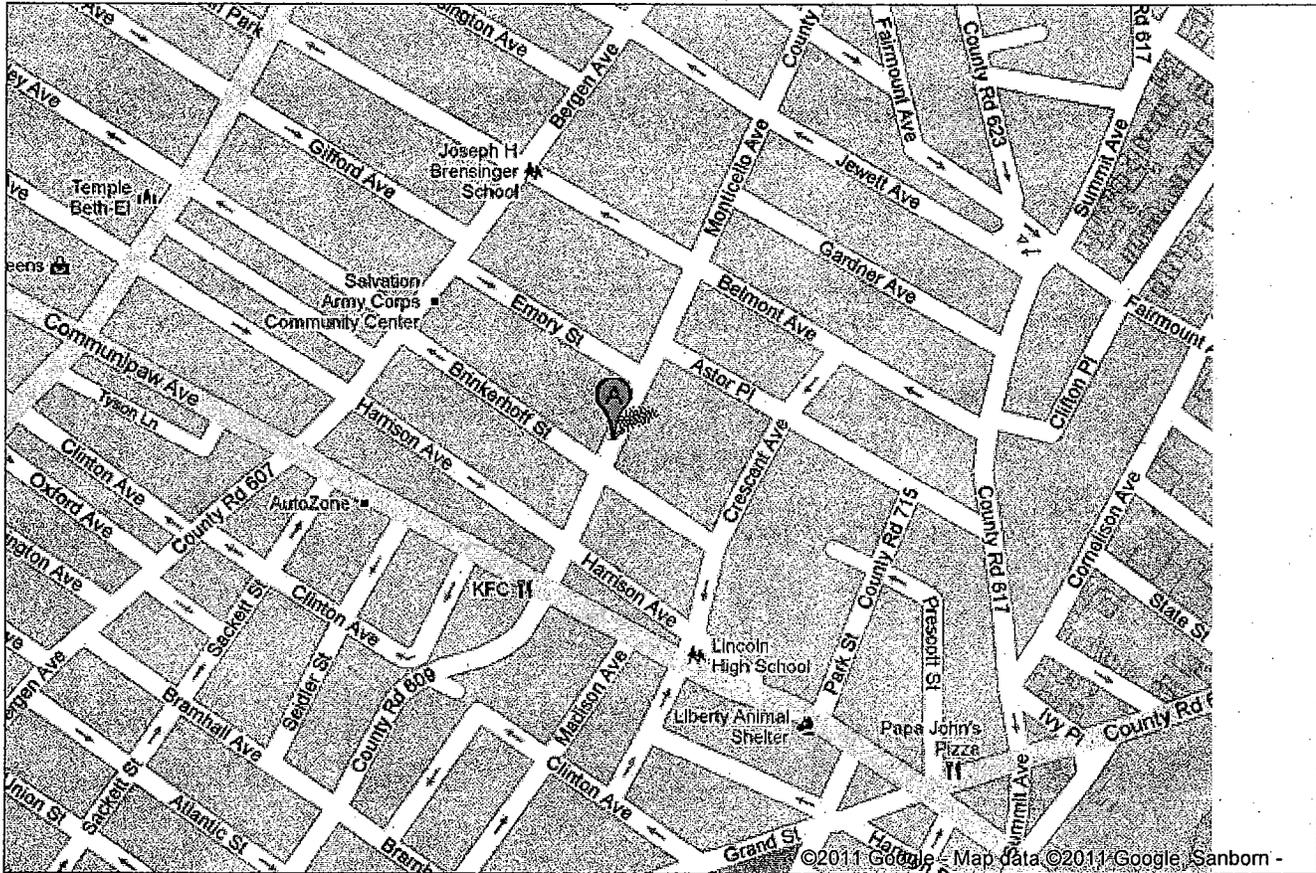
5/17/11
Date


Signature of Department Director

5/17/11
Date

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



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

City Clerk File No. Res. 11-313

Agenda No. 10.J

Approved: MAY 25 2011

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), PERSHING PLAZA FROM CENTRAL AVENUE TO SUMMIT AVENUE BEGINNING 9:00 A.M. AND ENDING 5:00 P.M., SATURDAY, JUNE 4, 2011 (RAIN DATE: SUNDAY, JUNE 5, 2011) AT THE REQUEST OF THE JERSEY CITY RESERVOIR PRESERVATION ALLIANCE FOR THE PURPOSE OF THE PS #28 ENVIRONMENTAL PROJECT

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Jersey City Reservoir Preservation Alliance to close Pershing Plaza from Central Avenue to Summit Avenue on Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011) beginning 9:00 a.m. and ending 5:00 p.m. for the purpose of PS #28 environmental project; and

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

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

WHEREAS, the request to close Pershing Plaza does not meet one or more of the requirements set forth in Section 296-71(B)(C)(D) and 296-73(D) because the applicant is a non-resident of the area requested to be closed and the event is starting earlier than permitted; and

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

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Pershing Plaza from Central Avenue to Summit Avenue beginning 9:00 a.m. and ending 5:00 p.m., Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011)

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] FOR **CHUCK F. LEE**
Municipal Engineer

APPROVED: [Signature] 5/17/11 APPROVED AS TO LEGAL FORM
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator Corporation Counsel

JDS:pcl
(05/15/11)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Pershing Plaza from Central Avenue to Summit Avenue beginning 9:00 a.m. and ending 5:00 p.m., Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011) at the request of the Jersey City Reservoir Preservation Alliance for the purpose of the PS #28 environmental project.

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 Vincent McNamara on behalf of the Jersey City Reservoir Preservation Alliance, 131 Sherman Av., JCNJ 201.656.2076

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

Authorize the closing of Pershing Plaza from Central Avenue to Summit Avenue beginning 9:00 a.m. and ending 5:00 p.m., Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011)

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

PS# 28 Environmental Project Test the water; fish; label wild life & plant seeds.

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

9:00 a.m., Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011)

8. Anticipated completion date:

5:00 p.m., Saturday, June 4, 2011 (rain date: Sunday, June 5, 2011)

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

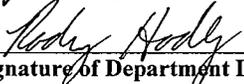
Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

10. Additional comments:

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

 For CFL
Municipal Engineer

5/16/11
Date


Signature of Department Director

5/17/11
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: PERSHING PLZ

PURPOSE OF EVENT: PS 28 environmental project

BEGINS: 9AM ENDS: 5PM Saturday, June 4 (rain date Sunday, June 5), 2011

APPLICANT: Vincent P McNamara

ORGANIZATION: Jersey City Reservoir Preservation Alliance

STREET ADDRESS: 131 Sherman Av

CITY, STATE, ZIP: Jersey City NJ 07307

PHONE #: 201.656.2076

BEING WAIVED: nonresident, start time



See Volume Four

MANHATTAN AV.

TENNIS COURTS

PERSHING FIELD

SKATING RINK

POOL

CONC BLEACHER

835 DRIVE

34

33

49

844

SCHOOL FOR THE BLIND

322-440

J. C. FIRE DEPT.

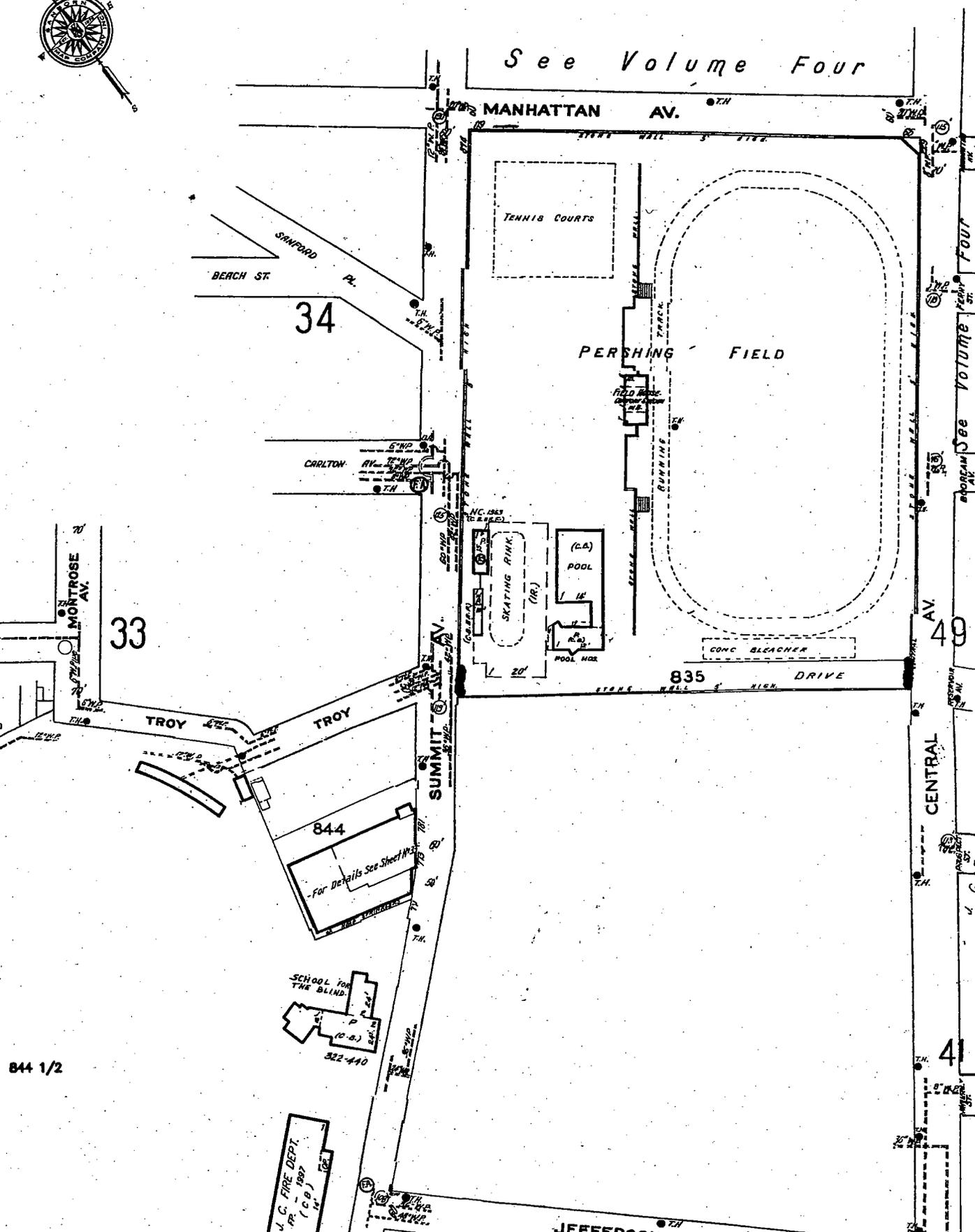
CP - 1937

CENTRAL AV.

41

J. C. FIRE DEPT.

844 1/2



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

City Clerk File No. Res. 11-314

Agenda No. 10.K

Approved: MAY 25 2011

TITLE:



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET
EXCHANGE PLACE BEGINNING NOON AND ENDING 6:00 P.M.,
SATURDAY, JUNE 4, 2011 (RAIN DATE: SATURDAY, JUNE 11, 2011) AT THE
REQUEST OF BIKE JC FOR THE PURPOSE OF A FESTIVAL TO
CELEBRATE JC BIKE CULTURE AND SAFETY**

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from Bike JC to close Exchange Place beginning Noon and ending 6:00 p.m. on Saturday, June 4, 2011 (rain date: Saturday, June 11, 2011) for the purpose of a festival to celebrate JC bike culture and safety; and

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

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

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

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

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 6:00 p.m. on Saturday, June 4, 2011 (rain date: Saturday, June 11, 2011).

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] FOR CHUCK F. LEE
Municipal Engineer

APPROVED: [Signature] 5/17/11 APPROVED AS TO LEGAL FORM

Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

Corporation Counsel

JDS:pc1
(05.17.11)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Exchange Place beginning Noon and ending 6:00 p.m. on Saturday, June 4, 2011 (rain date: Saturday, June 11, 2011) at the request of Bike JC for the purpose of a festival to celebrate JC bike culture and safety.

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Damian Wiczorek on behalf of Bike JC, 289 1/2 Eighth St, JCNJ 201.401.0166

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

Authorize the closing of Exchange Place from Noon to 6:00 p.m. on Saturday, June 4, 2011
Rain date: Saturday, June 11, 2011

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

Festival to celebrate JC bike culture and safety

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

Noon, Saturday, June 4, 2011 (rain date: Saturday, June 11, 2011)

8. Anticipated completion date:

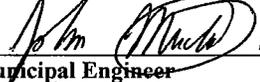
6:00 p.m., Saturday, June 4, 2011 (rain date: Saturday, June 11, 2011)

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

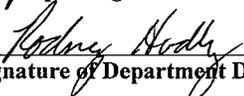
Monte Zucker, Supervising Planner, Division of Traffic and Transportation, ex. 4469

10. Additional comments:

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

 FOR CFL
Municipal Engineer

5/17/11
Date


Signature of Department Director

5/17/11
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENT: festival to celebrate JC bike culture & safety

BEGINS: Noon ENDS: 6PM Saturday, June 4 (rain date Saturday, June 11), 2011

APPLICANT: Damian Wieczorek

ORGANIZATION: Bike JC

STREET ADDRESS: 289.5 Eighth St

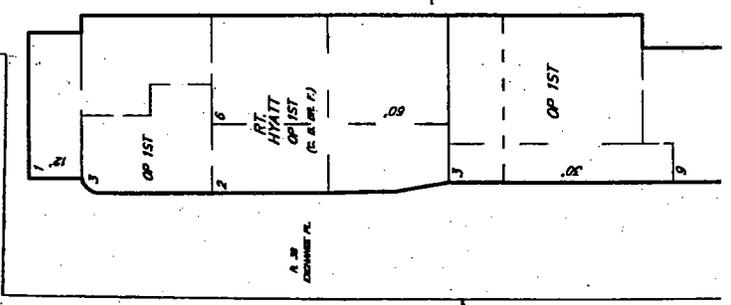
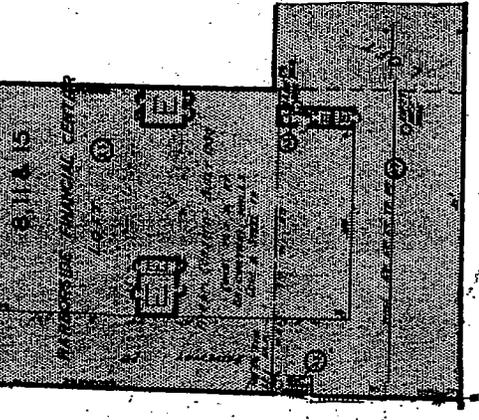
CITY, STATE, ZIP: Jersey City NJ 07302

PHONE #: 201.401.0166

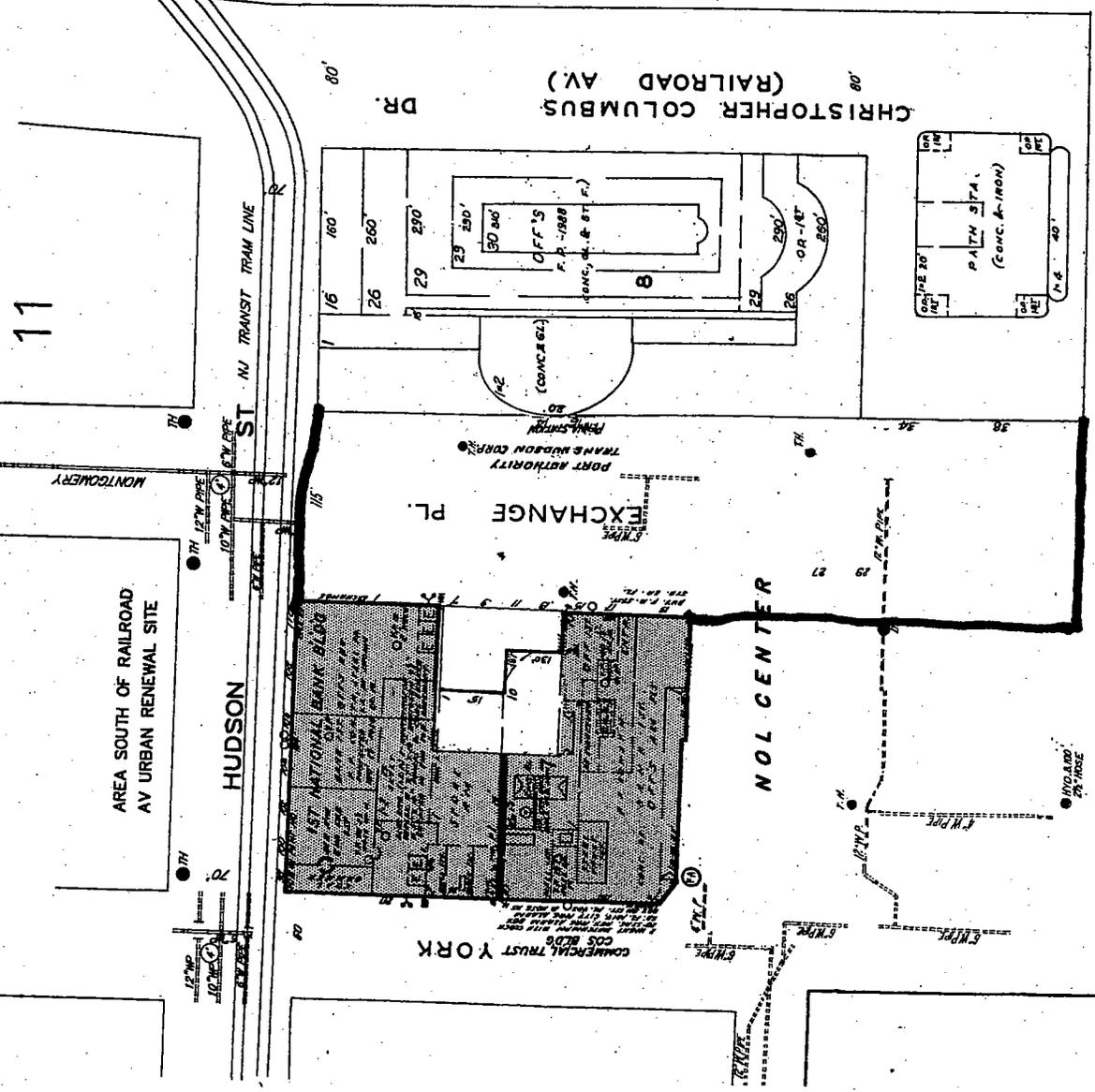
BEING WAIVED: nonresident

Hudson Co. (Map 1)

NEW SHEET
NOV 1930



11



AREA SOUTH OF RAILROAD AV URBAN RENEWAL SITE

HUDSON

ST NJ TRANSIT TRAM LINE

EXCHANGE PL.

CHRISTOPHER COLUMBUS (RAILROAD AV)

NOL CENTER

COMMERCIAL TRUST YORK

PORT AUTHORITY

OFF'S
P. A. 1989
(CONC. & ST. F.)

PATH SITA
(CONC. & IRON)

5

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

City Clerk File No. Res. 11-315
 Agenda No. 10.1
 Approved: MAY 25 2011
 TITLE: _____



**RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S),
 EXCHANGE PLACE BEGINNING NOON AND ENDING 5:00 P.M.,
 SATURDAY, JUNE 18, 2011 AND BEGINNING NOON AND ENDING 4:00 P.M.,
 SATURDAY, OCTOBER 15, 2011 AT THE REQUEST OF THE LOVE OF JESUS
 FAMILY CHURCH FOR THE PURPOSE OF A PRAYER SERVICE**

WHEREAS, the Division of Engineering, Traffic & Transportation has received an application from the Love of Jesus Family Church to close Exchange Place beginning Noon and ending 5:00 p.m. on Saturday, June 18, 2011 and beginning Noon and ending 4:00 p.m., Saturday, October 15, 2011 for the purpose of a prayer service; and

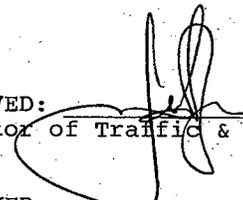
WHEREAS, in accordance with the provisions of Section 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

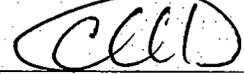
WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Traffic Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 be waived; and

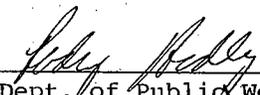
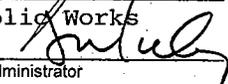
WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Section 296-71(A)(B)(C)(D); 296-72(B)(8) and 296-73(D) as the application for the street closing has been filed by a nonresident; and

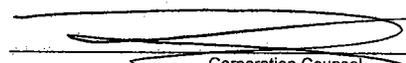
WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Section 296-71, 296-72 and 296-73 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 5:00 p.m. on Saturday, June 18, 2011 and beginning Noon and ending 4:00 p.m., Saturday, October 15, 2011 for a prayer service.

APPROVED: 
 Director of Traffic & Transportation

APPROVED:  5/25/11
 Municipal Engineer

APPROVED: 
 Director, Dept. of Public Works
 APPROVED: 
 Business Administrator

APPROVED AS TO LEGAL FORM

 Corporation Counsel

JDS:pcl
 (05.06.11)

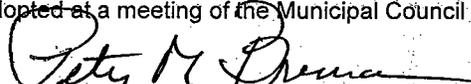
Certification Required
 Not Required

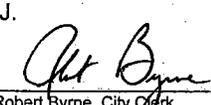
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

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

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


 Peter M. Brennan, President of Council


 Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Exchange Place beginning Noon and ending 5:00 p.m. on Saturday, June 18, 2011 and beginning Noon and ending 4:00 p.m., Saturday, October 15, 2011 at the request of the Love of Jesus Family Church for the purpose of a prayer service.

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Viola Hemingway on behalf of the Love of Jesus Family Church, 99.5 Orient Av, JCNJ 201.667.6903

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

Authorize the closing of Exchange Place from Noon to 5:00 p.m. on Saturday, June 18, 2011
Authorize the closing of Exchange Place from Noon to 4:00 p.m. on Saturday, October 15, 2011

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

Prayer Services

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

Noon, Saturday, June 18, 2011
Noon, Saturday, October 15, 2011

8. Anticipated completion date:

5:00 p.m., Saturday, June 18, 2011
4:00 p.m., Saturday, October 15, 2011

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

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

10. Additional comments:

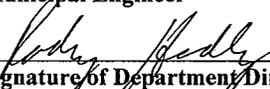
Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer

5/6/11

Date



Signature of Department Director

5/6/11

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: EXCHANGE PL

PURPOSE OF EVENTS: prayer services

BEGINS: NOON ENDS: 5PM Saturday, June 18, 2011

BEGINS: NOON ENDS: 4PM Saturday, October 15, 2011

APPLICANT: Viola Hemingway

ORGANIZATION: Love of Jesus Family Church

STREET ADDRESS: 99.5 Orient Av

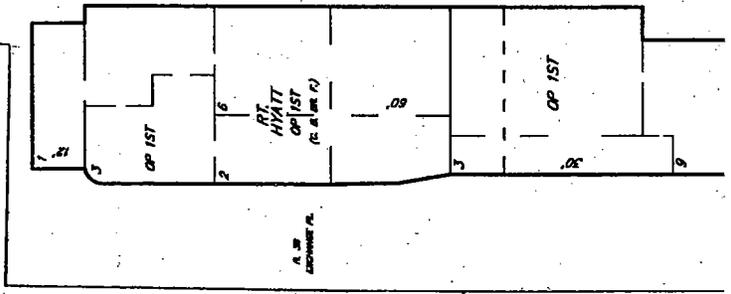
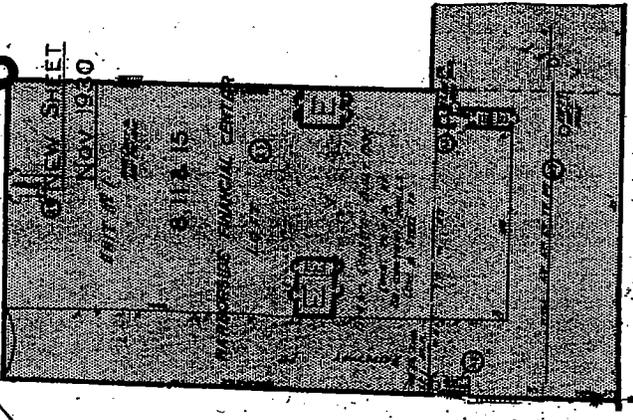
CITY, STATE, ZIP: Jersey City NJ 07305

PHONE #: 201.667.6903

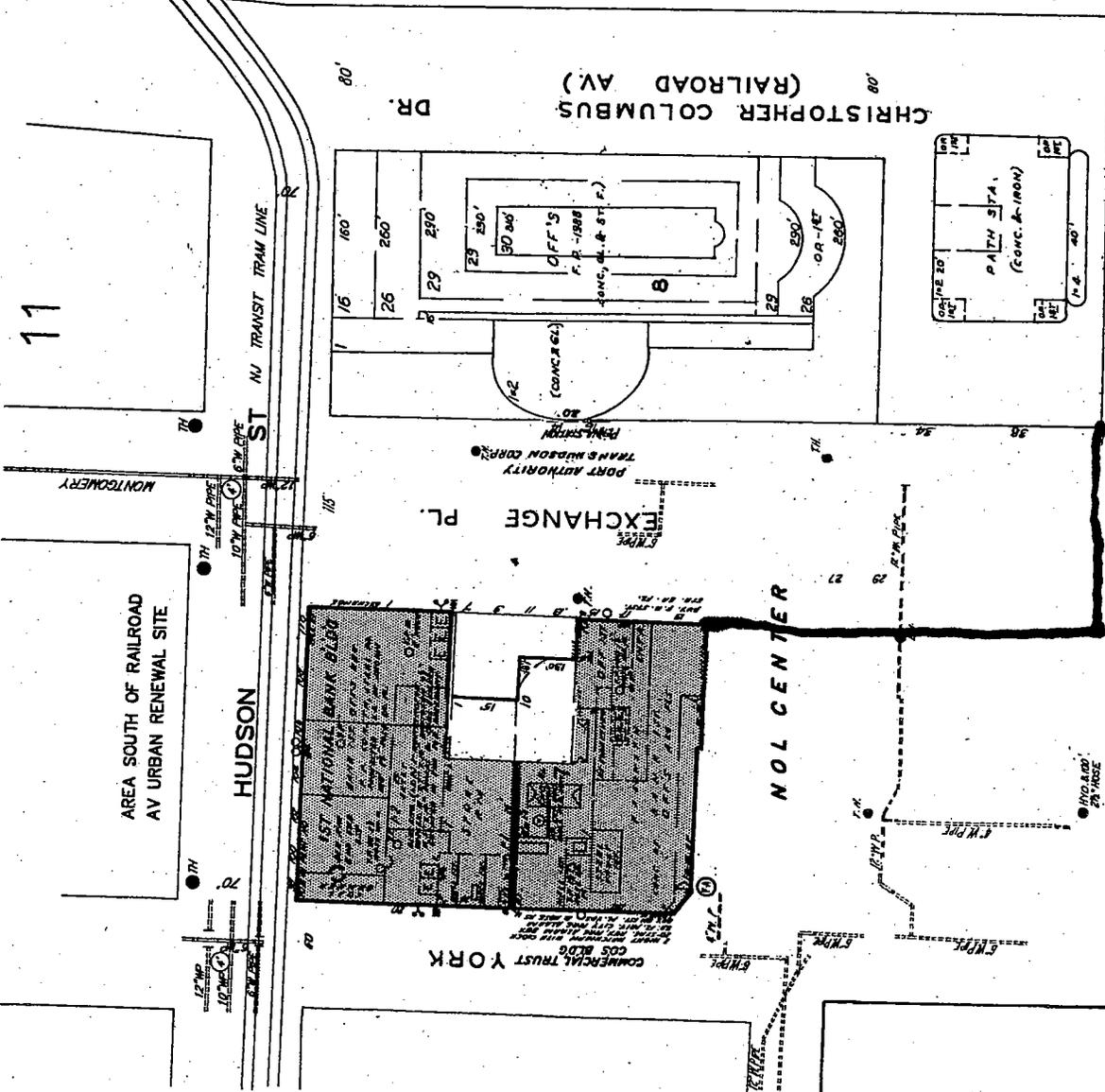
BEING WAIVED: nonresident

NEW SHEET
NOV 1930

6



11



5

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

City Clerk File No. Res. 11-316

Agenda No. 10.M

Approved: MAY 25 2011

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET(S), BROADWAY FROM WEST SIDE AVENUE TO WALES AVENUE AND GILES AVENUE FROM MARION PLACE TO BROADWAY BEGINNING 6:00 P.M. AND ENDING 11:00 P.M. TUESDAY, JULY 5, 2011 THROUGH SUNDAY, JULY 10, 2011 AND THURSDAY, JULY 14, 2011 THROUGH SUNDAY, JULY 17, 2011 AT THE REQUEST OF OUR LADY OF MT. CARMEL CHURCH FOR THE PURPOSE OF AN ANNUAL FAMILY FESTIVAL

WHEREAS, the Division of Traffic and Transportation has received an application from Our Lady of Mt. Carmel Church to close Broadway from West Side Avenue to Wales Avenue and Giles Avenue from Marion Place to Broadway beginning 6:00 p.m. and ending 11:00 p.m., Tuesday, July 5, 2011 through Sunday, July 10, 2011 and Thursday, July 14, 2011 through Sunday, July 17, 2011 for the purpose of an annual family 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 and 296-73 be waived; and

WHEREAS, the request to close both Broadway and Giles Avenue does not meet one or more of the requirements set forth in Sections 296-71, 296-72(B)(1)(2) and 296-73(D) as the street closure exceeds one block, occurs on a weekday and the start and end times are earlier and later than permitted; and

WHEREAS, the closing of the aforementioned street(s) 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 and 296-73 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Broadway from West Side Avenue to Wales Avenue and Giles Avenue from Marion Place to Broadway beginning 6:00 p.m. and ending 11:00 p.m. Tuesday, July 5, 2011 through Sunday, July 10, 2011 and Thursday, July 14, 2011 through Sunday, July 17, 2011

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature] 5/5/11
Municipal Engineer

APPROVED: [Signature] 5/6/11
Director, Dept. of Public Works

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

JDS:pcl
(05.05.11)

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

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

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

A resolution authorizing the closing of a municipal street(s), Broadway from West Side Avenue to Wales Avenue and Giles Avenue from Marion Place to Broadway beginning 6:00 p.m. and ending 11:00 p.m., Tuesday, July 5, 2011 through Sunday, July 10, 2011 and Thursday, July 14, 2011 through Sunday, July 17, 2011 at the request of Our Lady of Mt. Carmel Church for the purpose of an annual family festival.

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Rev. Michael Santoro on behalf of Our Lady of Mt. Carmel Church, 99 Broadway, JCNJ 201.435.7080.

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

Authorize the closing of Broadway from West Side Avenue to Wales Avenue and Giles Avenue from Marion Place to Broadway beginning 6:00 p.m. and ending 11:00 p.m., Tuesday, July 5, 2011 through Sunday, July 10, 2011 and Thursday, July 14, 2011 through Sunday, July 17, 2011

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

An annual family festival.

5. Anticipated benefits to the community:

Community Affair

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

No cost to the City.

7. Date proposed program or project will commence:

6:00 p.m., Tuesday July 5 through Sunday, July 10, 2011
6:00 p.m., Thursday, July 14 through Sunday, July 17, 2011

8. Anticipated completion date:

11:00 p.m., Tuesday July 5, 2011 through Sunday, July 10, 2011
11:00 p.m., Thursday, July 14, 2011 through Sunday, July 17, 2011

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

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

10. Additional comments:

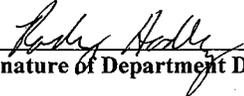
Based on the information provided to me, I certify that all the facts presented herein are accurate to the best of my ability.



Municipal Engineer



Date



Signature of Department Director



Date

RECREATIONAL EVENT STREET CLOSURE

**BLOCKS: BROADWAY from WEST SIDE AV to WALES AV
GILES AV from MARION PL to BROADWAY**

PURPOSE OF EVENT: annual family festival

**BEGINS: 6PM ENDS: 11PM Tuesday, July 5 through Sunday, July 10 and
Thursday, July 14 through Sunday, July 17, 2011**

APPLICANT: Rev Michael C Santoro

ORGANIZATION: Our Lady of Mt Carmel Church

STREET ADDRESS: 99 Broadway

CITY, STATE, ZIP: Jersey City NJ 07306

PHONE #: 201.435.7080

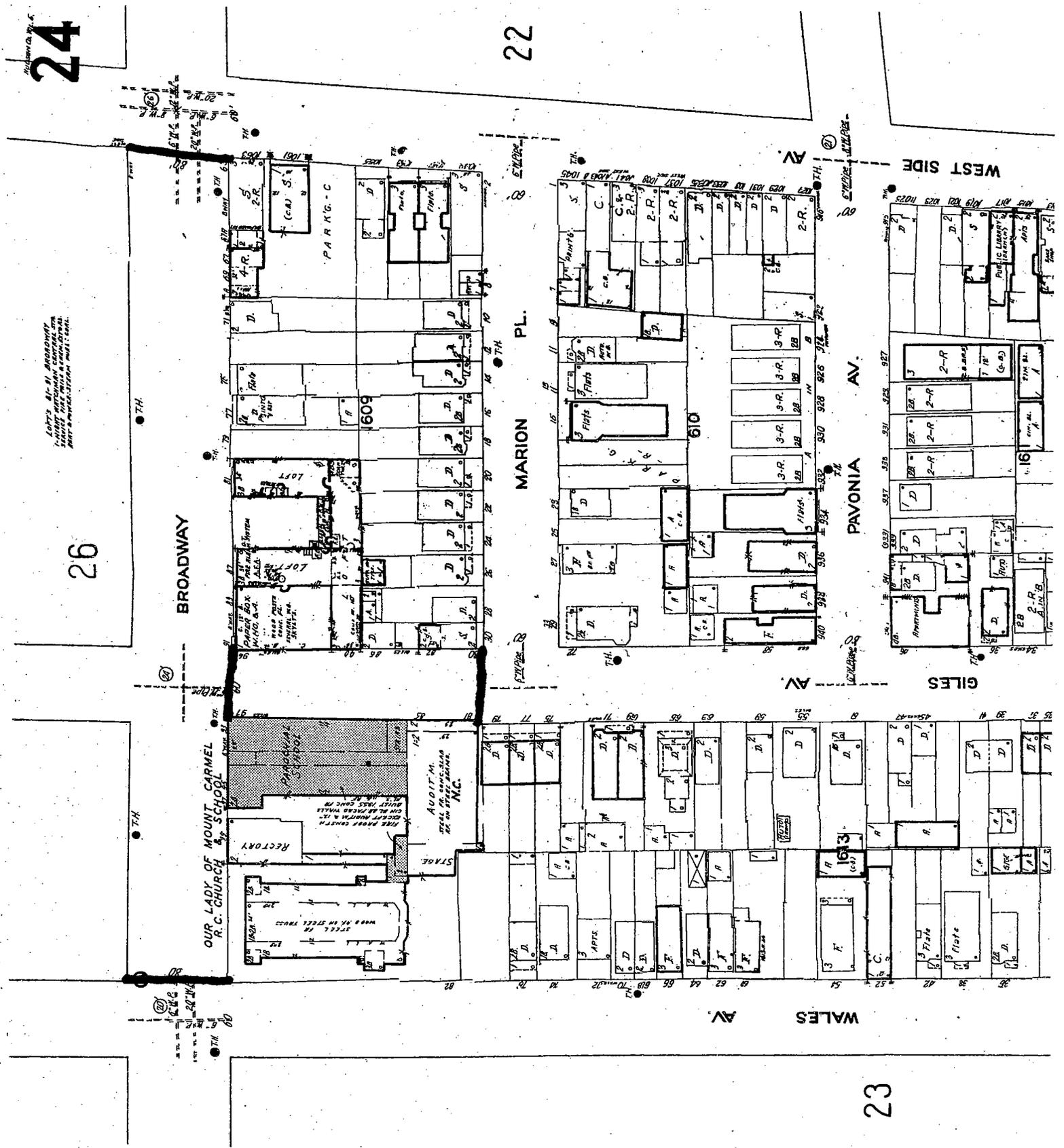
BEING WAIVED: days of week, end time, more than one block at a time closed

24

22

26

23



LOTS 41-43 BROADWAY
LADY MOUNT CARMEL R.C. CHURCH & SCHOOL
STAGE RECTORY & SCHOOL

BROADWAY

MARION PL.

PAVIA AV.

WEST SIDE

AV

GILES

WALE'S AV

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

City Clerk File No. Res. 11-317

Agenda No. 10.N

Approved: MAY 25 2011

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY TO ESTABLISH A COMPLETE STREETS POLICY

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City is committed to creating street corridors and intersections that safely accommodate all users of all abilities; and

WHEREAS, "Complete Streets" are defined as roadways that enable safe and convenient access for all users, including children, persons with disabilities, bicyclists, motorists, seniors, movers of commercial goods, pedestrians, and users of public transport; and

WHEREAS, much of Jersey City is comprised of a compact form of development that is supported by an interconnected network of streets and small block sizes, as well as a robust mass transportation system, that is conducive to walking, bicycling and mass transit use; and

WHEREAS, significant accomplishments have already been achieved by incorporating pedestrian safety measures when public streets and intersections are improved; and

WHEREAS, the New Jersey Department of Transportation supports Complete Streets policies and adopted its own such policy on 3 December, 2009, which policy encourages municipalities to provide complete streets; and

WHEREAS, Complete Streets are supported by the Institute of Traffic Engineers, the American Planning Association, the North Jersey Transportation Planning Authority, and many transportation, planning, and public health officials; and

WHEREAS, Complete Streets policies support the vision, goals, objectives, strategies and actions of the Circulation Element of the Jersey City Master Plan, which Circulation Element also provides guidance on the design of new streets and the retro-fit of existing streets, and guidance on types of potential traffic calming measures; and

WHEREAS, promoting pedestrian, bicycle, and public transportation travel as an alternative to the automobile promotes healthy living, and reduces transportation costs for residents and commuters; and

WHEREAS, the benefits of Complete Streets include improving safety for pedestrians, bicyclists, children, older citizens, non-drivers and the mobility challenged as well as those that cannot afford a car or choose to live car free; providing connections to bicycling and walking trip generators such as employment, education, residential, recreation, retail centers and public facilities, promoting healthy lifestyles; creating more livable communities, reducing traffic congestion and reliance on carbon fuels thereby reducing greenhouse gas emissions; and saving money by incorporating sidewalks, bike lanes, safe crossings and transit amenities into the initial design of a street, thus sparing the expense of retrofits later; and

WHEREAS, the full integration of all modes of travel in the design of streets and highways will increase the capacity and efficiency of the road network, reduce traffic congestion by improving mobility options, limit greenhouse gases, improve air quality, and enhance the general quality of life; and

WHEREAS, the design and construction of new roads and facilities should anticipate future demand for biking, walking, and mass transit and provide accommodation for pedestrians, bicyclists and mass transit.

City Clerk File No. Res. 11-317

Agenda No. 10.N MAY 25 2011

TITLE:

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY TO ESTABLISH A COMPLETE STREETS POLICY

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that all public street projects, both new construction and reconstruction (excluding maintenance) undertaken by the City of Jersey City shall be designed and constructed as "Complete Streets" whenever feasible to do so in order to safely accommodate travel by pedestrians, bicyclists, public transit, and motorized vehicles and their passengers, with special priority given to pedestrian safety.

APPROVED: Carl Caspich

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required

Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/25/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			AHMAD	✓		
DONNELLY	✓			FULOP	✓			VELAZQUEZ	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

1. **Full Title of Resolution:**
RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY TO ESTABLISH A COMPLETE STREETS POLICY

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

Douglas Greenfeld, AICP/PP, Supervising Planner, HEDC Director's Office (201)547-4205

3. **Concise Description of the Proposed Program, Project or Plan:**
Establishes that all public street projects, both new construction and reconstruction (excluding maintenance) undertaken by the City of Jersey City shall be designed and constructed as "Complete Streets" whenever feasible to do so in order to safely accommodate travel by pedestrians, bicyclists, public transit, and motorized vehicles and their passengers, with special priority given to pedestrian safety.

4. **Reasons (Need) for the Proposed Program, Project, etc.:** The City currently does not have a uniform City policy with respect to complete streets.

5. **Anticipated Benefits to the Community:**
This resolution will establish a uniform city policy. The benefits of Complete Streets include improving safety for pedestrians, bicyclists, children, older citizens, non-drivers and the mobility challenged as well as those that cannot afford a car or choose to live car free; providing connections to bicycling and walking trip generators such as employment, education, residential, recreation, retail centers and public facilities, promoting healthy lifestyles; creating more livable communities, reducing traffic congestion and reliance on carbon fuels thereby reducing greenhouse gas emissions; and saving money by incorporating sidewalks, bike lanes, safe crossings and transit amenities into the initial design of a street, thus sparing the expense of retrofits later.

6. **Cost of Proposed Program or Project:**
To be determined at the time of project design.

7. **Date Proposed Program or Project will commence:**
Upon adoption.

8. **Anticipated Completion Date:**
N/A – It will be ongoing.

9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**
Douglas Greenfeld, AICP/PP, Supervising Planner, HEDC Director's Office.

10. **Additional Comments:**

I Certify that all the Facts Presented Herein are Accurate.

Carl Gaplichi
Department Director Signature

5/18/11
Date

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

City Clerk File No. Res. 11-318

Agenda No. 10.0

Approved: MAY 25 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CENTRAL POLY CORPORATION., FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/BUILDING & STREET MAINTENANCE

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Purchasing Director acting within his authority and in conformity with N.J.S.A. 40A:11-1 et. seq. has publicly advertised for bids for furnishing and delivering **Custodial Supplies for the Department of Public Works/Building & Street Maintenance**; and

WHEREAS, pursuant to public advertisement the City of Jersey City has received **Six (6) Bids**, the lowest bid being that from **Central Poly Corporation.**, 18 Donaldson Place, Linden, New Jersey 07036 in the total bid amount of **Thirty Four Thousand, Nine Hundred Twenty Nine Dollars (\$34,929.50)and Fifty cents**; and

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

WHEREAS, the sum of **Thirty Four Thousand, Nine Hundred Twenty Nine Dollars (\$34,929.50)and Fifty cents**; will be budgeted for the 2011, 2012, 2013 and 2014 Budget Years subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of **Five Thousand (\$5,000.00)Dollars**; is available in the 2011 temporary budget in **Account No. 01-201-26-291-206**; 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.

WHEREAS, the City of Jersey City shall have the option to renew the contract for up to two additional one year terms; and

Department of Public Works/Building & Street Maintenance

Acct No.	P.O #	Temporary Encumbrancy	Amount
01-201-26-291-206	103239		\$5,000.00
		Total Contract	\$34,929.50

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

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said quotation of the aforementioned **Central Poly Corporation.** 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)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CENTRAL POLY CORPORATION., FOR FURNISHING AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/BUILDING & STREET MAINTENANCE

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

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

RESOLVED, if funds are not available for the contract in the 2011, 2012, 2013 and 2014 temporary and permanent budgets, the contract will be terminated.

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

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution in the Account No. 01-201-26-291-206

Acct No.	P.O #	Temporary Encumbrancy	Amount
01-201-26-291-206	103739	Total Contract	\$5,000.00
			\$34,929.50

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

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE												5/25/11	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.		
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓				
DONNELLY	✓			FULOP	✓			AHMAD	✓				
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO CENTRAL POLY CORPORATION., FOR FURNISH AND DELIVERING CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS /DIVISION OF BUILDING AND STREET MAINTENANCE

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Rodney Hadley, Director, Department of Public Works

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Acting Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Twenty Three (23)

DATE BIDS WERE PUBLICLY RECEIVED:

April 12, 2011

NUMBERS OF BIDS RECEIVED:

Six (6)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Custodial Supplies for the Department of Public Works/Building and Street Maintenance

BIDDER'S INFORMATION:

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

	Grand Total Bid Price
1) Central Poly Corporation 18 Donaldson Place Linden, NJ 07036	\$34,929.50
2) M&M Frankel Disposable 506 Dekalib Avenue Brooklyn, NJ 11205	\$38,334.50
3) Spruce Industries 759 East Lincoln Avenue Rahway, NJ 07065	\$45,466.20

(Continued page 2)

- | | | |
|----|---|-------------|
| 4) | Supply King, LLC
151 Industrial Way East Bldg B Suite 4
Eatontown, NJ 07727 | \$48,512.10 |
| 5) | Duncan Hardware, Inc
776 West Side Avenue
Jersey City, NJ 07306 | \$49,380.40 |
| 6) | Staples Advantage
163 Madison Avenue, Ste 3
Morristown, NJ 07960 | \$67,997.40 |

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

I CERTIFY THAT ALL THE FACTS
HAVE BEEN PRESENTED

Date

5/18/11

Peter Folgado, Director of Purchasing, RPPO, QPA

EXHIBIT A (Cont)

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certification of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C.17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Service and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required form of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C.17:27.

Representative's Name/Title (Print):

Andrew HOFFER, President

Representative's Signature:

Name of Company: Central City Corp.

Tel. No. 908 802 7570 Date: 4/4/11

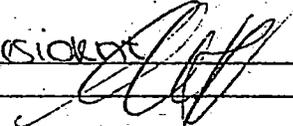
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1999 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damage against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print): Andrew Hoffer, President
Representative's Signature: 
Name of Company: Central Poly Corp.
Tel. No.: 908 802 7570 Date: 4/4/11

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Central Poly Corp.
Address : 18 Donaldson Place / P.O. Box 4097
Linden, NJ 07036
www.Centralpoly.com
Telephone No. : Tel.# (908) 862-7570 / Fax# (908) 862-9019
Contact Name : Andrew Hoffer

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 : Central Poly Corp.
Address : 18 Donaldson Place / P.O. Box 4097
Linden, NJ 07036
www.Centralpoly.com
Telephone No. : Tel.# (908) 862-7570 / Fax# (908) 862-9019
Contact Name : Andrew Hoffer

Please check applicable category :

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

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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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.

Central Poly Corp.
18 Donaldson Place / P.O. Box 4097
Linden, NJ 07036
www.Centralpoly.com
Tel# (908) 862-7570 / Fax# (908) 862-9019

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME: CENTRAL POLY BAG CORP.
TAXPAYER IDENTIFICATION#: 223-246-3461000
ADDRESS: 18 DONALDSON PLACE
LINDEN, NJ 07036
EFFECTIVE DATE: 06/23/93

TRADE NAME: [Blank]
SEQUENCE NUMBER: 0001905
ISSUANCE DATE: 07/02/04

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
TREASURER: [Signature]

Director
This certificate is not assignable or transferable. It must be conspicuously displayed at above address.

FORM-BRC(92-01)

Certification 9010

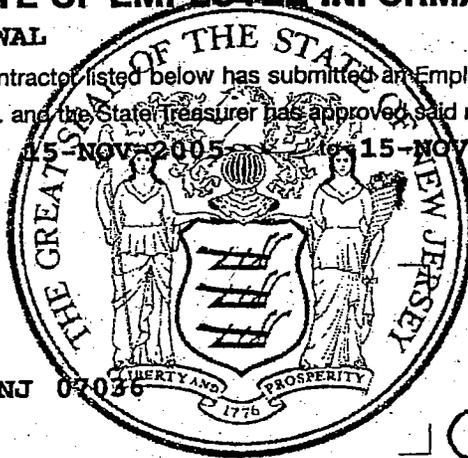
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-NOV-2005~~ to ~~15-NOV-2012~~

CENTRAL POLY CORP.
18 DONALDSON PLACE
LINDEN

NJ 07036



John P. Lawrence

State Treasurer

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

City Clerk File No. Res. 11-319

Agenda No. 10.P

Approved: MAY 25 2011

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPERMART, INC. FOR FURNISHING AND DELIVERING COPIER PAPER FOR VARIOUS LOCATIONS FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the 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 Copier Paper for Various Locations for the Department of Administration/Administrative Services pursuant to specifications and bids thereon; and

WHEREAS, pursuant to public advertisement the City of Jersey City received (1) Bid, the sole bid being that from Paper Mart, Inc., 151 Ridgedale Avenue, East Hanover, NJ 07936 in the total bid amount of Sixty Four Thousand, Forty Nine (\$64,049.00) Dollars and zero cents; and

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

WHEREAS, the contract is for six months commencing the date of the award of the contract; and

WHEREAS, the City reserves the option to extend the contract for an additional six (6) months and/or purchase additional quantities if deemed necessary; and

WHEREAS, the sum of Sixty Four Thousand, Forty Nine (\$64,049.00) Dollars and zero cents; will be budgeted for the 2011, and 2012 Budget Year subject to the approval of said budget by the Municipal Council; and

WHEREAS, the sum of Ten Thousand (\$10,000.00) Dollars and zero cents, is available in the 2011 temporary budget in Account No. 01-201-31-433-201, Department of Administration/Division of Administrative Services ; 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.

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

WHEREAS, if funds are not available for the contract in the 2011 and 2012 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 bid of the aforementioned **PaperMart, Inc.**, be accepted and that a contract be awarded to said company in the above amount and the Purchasing Director is directed to have such a contract drawn up and executed; and be it further

(Continued on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPERMART, INC. FOR FURNISHING AND DELIVERING COPIER PAPER FOR VARIOUS LOCATIONS FOR THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES

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 st. seq; and be if 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. 1:5-31 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, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A 40A:4-1 et seq. in account No. 01-201-31-433-201

Department of Administration/Administrative Services

Acct. No. 01-201-31-433-201 P.O. No. 103223 Amount \$64,049.00
Temporary Encumbrance \$10,000.00

Approved by Peter Folgado, Purchasing Director, RPPO, QPA

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM
[Signature]
Corporation Counsel

Certification Required
Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
5/25/11											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET
OF BID RECEPTION

FULL TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO PAPERMART, INC. FOR FURNISHING AND DELIVERING COPIER PAPER FOR VARIOUS LOCATIONS FOR THE THE DEPARTMENT OF ADMINISTRATION/ADMINISTRATIVE SERVICES.

PERSON AND DEPARTMENT REQUESTING BID RECEPTION:

Steve Miller, Administration/Administrative Services

PERSON RESPONSIBLE FOR CONDUCTING BID RECEPTION:

Peter Folgado, Director, Division of Purchasing

NUMBER OF PROPOSALS PICKED-UP:

Eight (8)

DATE BIDS WERE PUBLICLY RECEIVED:

May 10, 2011

NUMBERS OF BIDS RECEIVED:

One (1)

DESCRIBE THE PROGRAM OR PROJECT REQUIRING BIDS:

Furnishing and Delivering Copier Paper for various locations for the Department of Administration/ Administrative Services

BIDDER'S INFORMATION:

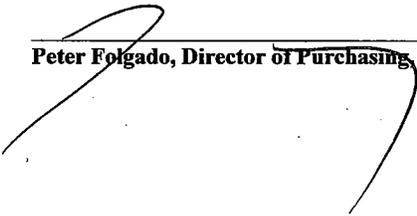
- A) COMPLETE NAME AND ADDRESS OF ALL BIDDERS
- B) BID RESULTS

	Grand Total Bid Price
1) Papermart, Inc 151 Ridgedale Avenue East Hanover, NJ 07936	\$64,049.00

BID QUOTATION IS CONSIDERED TO BE FAIR AND REASONABLE:

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

5/18/11
Date


Peter Folgado, Director of Purchasing, RPPO, QPA

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:
PAPER MART, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
221-180-905/000

SEQUENCE NUMBER:
0062240

ADDRESS:
151 RIDGEDALE AVE
E HANOVER NJ 07936
EFFECTIVE DATE:
09/19/40

ISSUANCE DATE:
07/28/04

FORM-BRC(08-01)

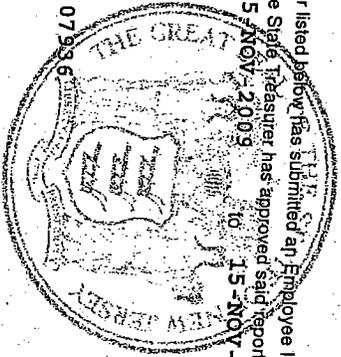
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

J.P. Kelly
Acting Director

CERTIFICATION 765
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 NOV-2009 to 15 NOV-2012

PAPER MART, INC.
151 RIDGEDALE AVENUE
E. HANOVER NJ 07936



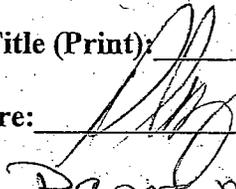
[Signature]
State Treasurer

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

EXHIBIT A
N.J.S.A. 10:5-36 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Howard Levey, Treasurer

Representative's Signature: 

Name of Company: Paper Matt Inc.

Tel. No.: 973-884-2505 Date: 5-10-11

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

The contractor and the Treasurer of Proco Max (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print) Howard Uwey Treasurer
Representative's Signature: [Signature]
Name of Company: Proco Max Inc.
Tel. No.: 938 254200 Date: 5-9-11

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Paper Mart Inc.

Address: 151 Ridgelle Avenue East Newark NJ

Telephone No.: 93-884-2505 07936

Contact Name: Fronshige and Delivering Copier Dept

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: Paper Mat Inc

Address: 151 Ridgedale Ave East Hanover NJ 07936

Telephone No.: 973 884 2505

Contact Name: Furnishing and Delivering Copies Paper

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.

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

City Clerk File No. Res. 11-320

Agenda No. 10.Q

Approved: MAY 25 2011



TITLE:

RESOLUTION AUTHORIZING THE PURCHASE OF ELECTRICITY FROM SOUTH JERSEY ENERGY COMPANY UNDER A COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY

COUNCIL

OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Resolution 10-560, approved on August 25, 2010, authorized the City of Jersey City (City) to purchase electric generation services through the Hudson County Cooperative Pricing System, Bid Cooperative System ID 83-HCPS; and

WHEREAS, such agreements are authorized pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq.; and

WHEREAS, the County of Hudson (County) is the lead agency under a cooperative purchasing agreement for the purchase of electricity; and

WHEREAS, County Resolution No. 424-10-2010, approved on October 7, 2010, awarded a contract for the provision of electricity to South Jersey Energy Company (SJE), 1 North White Horse Pike, Hammonton, New Jersey; and

WHEREAS, the term of the County's contract with SJE is for eighteen (18) months effective as of December 1, 2010 and ending on May 30, 2012; and

WHEREAS, the City desires to purchase electricity from SJE; and

WHEREAS, N.J.A.C. 5:34-7.14(d)(2) requires the adoption of a resolution authorizing the City's Purchasing Agent to issue a purchase order to South Jersey Energy Company, in order to purchase electricity under the County's contract with SJE for the purpose of reducing the cost of electricity provided from PSE&G; and

WHEREAS, the funds in the amount of **Two Hundred Twenty Five Thousand (\$225,000.00) Dollars** are currently available in the temporary 2011 calendar year budget; and

DEPARTMENT OF ADMINISTRATION

ACCT No	P.O #	AMOUNT
01-201-31-430-303	102753	Temp Encumbrance \$225,000.00
		Total Contract Amount \$1,170,000.00

WHEREAS, the approximate total cost of the contract shall not exceed the sum of **One Million One Hundred Seventy Thousand (1,170,000.00) Dollars** and term of the contract shall be for eighteen months effective as of December 1, 2010; and

WHEREAS, funds in the amount of \$225,000.00 are available in **Account Number: 01-201-31-430-303**.

(continued page 2)

TITLE:

RESOLUTION AUTHORIZING THE PURCHASE OF ELECTRICITY FROM SOUTH JERSEY ENERGY COMPANY UNDER A COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF HUDSON AND SOUTH JERSEY ENERGY COMPANY

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

1. Pursuant to N.J.S.A. 40A:11-10 and N.J.A.C. 5:34-7.1 et seq., the City's Purchasing Agent is authorized to issue purchase orders to South Jersey Energy Company for approximately Sixty Five Thousand (\$65,000.00) Dollars per month effective as of December 1, 2010;
2. The term of the contract shall be for 18 months effective as of December 1, 2010 and ending on May 30, 2012 and the total cost of the contract shall not exceed the sum of \$1,170,000.00;
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 2011 Calendar Year Temporary Budget shall be subject to the availability and appropriation of funds in the 2011 and 2012 temporary and permanent calendar budgets; and
4. The purchasing Agent is authorized to execute such other documents necessary to effectuate the purposes of this resolution.

DEPARTMENT OF ADMINISTRATION

ACCT No	P.O #	AMOUNT
01-201-31-430-303	102753	Temp Encumbrance \$225,000.00
		Total Contract Amount \$1,170,000.00

Roma Nava, CDE

Approved by _____
Peter Folgado, Director of Purchasing

APPROVED: _____
 APPROVED: _____
 Business Administrator

APPROVED AS TO LEGAL FORM _____
 Corporation Counsel

Certification Required
 Not Required

APPROVED **9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
				5/25/11							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			VELAZQUEZ	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			BRENNAN, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne
Robert Byrne, City Clerk

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

City Clerk File No. RES. 10-560

Agenda No. 10.E.

Approved: AUG 25 2010

TITLE:



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

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION :

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

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

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

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

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

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

City Clerk File No. RES. 10-560

Agenda No. 10.E AUG 2 5 2010

TITLE:

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

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

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

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

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

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

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*
Business Administrator

[Signature]
Asst Corporation Counsel

Certification Required

Not Required

APPROVED **8-0**

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]
Peter M. Brennan, President of Council

[Signature]
Robert Byrne, City Clerk

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON
RESOLUTION

No. 424-10-2010

On Motion of Freeholder Dublin
Seconded by Freeholder Munoz

AUTHORIZING THE AWARD OF A CONTRACT
FAIR AND OPEN PROCESS
SOUTH JERSEY ENERGY COMPANY
FOR THE PURCHASE OF ELECTRICITY
FOR VARIOUS HUDSON COUNTY
AND MUNICIPAL ACCOUNTS THROUGH
THE HUDSON COUNTY COOPERATIVE
PRICING SYSTEM (HCCPS)
(\$9,681,757.92)

WHEREAS, there is a need for the purchase of electricity for the County of Hudson as well as various municipalities within the County of Hudson; and

WHEREAS, by Resolution No. 15-1-2006 the Board of Chosen Freeholders authorized the use of a cooperative pricing system for use with other local governmental entities pursuant to N.J.S.A. 40A:11-11(5); and

WHEREAS, the following entities have each passed Resolutions authorizing their participation in the Hudson County Cooperative Pricing System for the purchase of electricity:

The City of Bayonne
The Bayonne Housing Authority
The Bayonne Municipal Utilities Authority
The Town of Guttenberg
The Town of Harrison
The Hudson County Improvement Authority
The City of Hoboken
The City of Jersey City
The Township of North Bergen
The City of Union City
The Township of Weehawken
The Town of West New York

COPY

WHEREAS, this commodity was approved by the Division of Local Government Services as part of Hudson County's Pricing Cooperating System as of September 28, 2010; and

WHEREAS, the Hudson County Purchasing Department advertised and distributed a bid for the purchase of electricity and the bid required the successful bidder to allow all the above referenced municipalities to purchase electricity and one (1) firm submitted a bid; and

WHEREAS, the contract is to be awarded to the "lowest responsible bidder" pursuant to N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, South Jersey Energy Company, 1 North White Horse Pike, Hammonton, New Jersey 08037, submitted the lowest responsible bid in the amount of \$0.09378 KWH for a total amount not to exceed NINE MILLION SIX HUNDRED EIGHTY ONE THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS AND NINETY TWO (\$9,681,757.92)CENTS; and

WHEREAS, each participant listed above shall be billed individually; and

WHEREAS, the funds for this purpose are available in Account No. 0403T, as certified by the Director of Finance and Administration.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON**

RESOLUTION

No.

On Motion of Freeholder _____
Seconded by Freeholder _____

2. The Board hereby authorizes the County Executive, or his lawfully appointed designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. This Board approves the award of this contract to South Jersey Energy Company.
4. The County Executive, or his lawful designee, is hereby authorized to enter into a contract for the above referenced services based upon the following information:

Vendor/Provider: South Jersey Energy Company
1 North White Horse Pike
Hammonton, New Jersey 08037

Term of Contract: 18 Months
November 1, 2010 to May 30, 2012

Contract Amount: \$9,681,757.92

Source of Funding: Account No. 0403T

County Department
Originating Request: Roads & Public Property

5. The Clerk shall publish notice of this action according to law.
6. This resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli				✓	O'Dea	✓			
DiDomenico	✓				Rivera	✓			
Dublin	✓				Romano	✓			
Liggio	✓				Chairperson Rivas				✓
Munoz	✓								

Source:
Dept. of Roads &
Public Property
DJD/ek

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 7th day of October A.D. 2010, the foregoing resolution was adopted with 7 members voting in the affirmative and 0 in the negative.

APPROVED AS TO LEGAL FORM

BY: _____
DONATO J. BATTISTA
HUDSON COUNTY COUNSEL

Clerk

BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON
RESOLUTION

No. 424-10-2010

On Motion of Freeholder Dublin
Seconded by Freeholder Munoz

AUTHORIZING THE AWARD OF A CONTRACT
FAIR AND OPEN PROCESS
SOUTH JERSEY ENERGY COMPANY
FOR THE PURCHASE OF ELECTRICITY
FOR VARIOUS HUDSON COUNTY
AND MUNICIPAL ACCOUNTS THROUGH
THE HUDSON COUNTY COOPERATIVE
PRICING SYSTEM (HCCPS)
(\$9,681,757.92)

WHEREAS, there is a need for the purchase of electricity for the County of Hudson as well as various municipalities within the County of Hudson; and

WHEREAS, by Resolution No. 15-1-2006 the Board of Chosen Freeholders authorized the use of a cooperative pricing system for use with other local governmental entities pursuant to N.J.S.A. 40A:11-11(5); and

WHEREAS, the following entities have each passed Resolutions authorizing their participation in the Hudson County Cooperative Pricing System for the purchase of electricity:

The City of Bayonne
The Bayonne Housing Authority
The Bayonne Municipal Utilities Authority
The Town of Guttenberg
The Town of Harrison
The Hudson County Improvement Authority
The City of Hoboken
The City of Jersey City
The Township of North Bergen
The City of Union City
The Township of Weehawken
The Town of West New York

COPY

WHEREAS, this commodity was approved by the Division of Local Government Services as part of Hudson County's Pricing Cooperating System as of September 28, 2010; and

WHEREAS, the Hudson County Purchasing Department advertised and distributed a bid for the purchase of electricity and the bid required the successful bidder to allow all the above referenced municipalities to purchase electricity and one (1) firm submitted a bid; and

WHEREAS, the contract is to be awarded to the "lowest responsible bidder" pursuant to N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, South Jersey Energy Company, 1 North White Horse Pike, Hammonton, New Jersey 08037, submitted the lowest responsible bid in the amount of \$0.09378 KWH for a total amount not to exceed **NINE MILLION SIX HUNDRED EIGHTY ONE THOUSAND SEVEN HUNDRED FIFTY SEVEN DOLLARS AND NINETY TWO (\$9,681,757.92)CENTS**; and

WHEREAS, each participant listed above shall be billed individually; and

WHEREAS, the funds for this purpose are available in Account No. 0403T, as certified by the Director of Finance and Administration.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Hudson, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.

**BOARD OF CHOSEN FREEHOLDERS
COUNTY OF HUDSON**

RESOLUTION

No. _____ On Motion of Freeholder _____
Seconded by Freeholder _____

2. The Board hereby authorizes the County Executive, or his lawfully appointed designee, to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
3. This Board approves the award of this contract to South Jersey Energy Company.
4. The County Executive, or his lawful designee, is hereby authorized to enter into a contract for the above referenced services based upon the following information:

Vendor/Provider: South Jersey Energy Company
1 North White Horse Pike
Hammonton, New Jersey 08037

Term of Contract: 18 Months
November 1, 2010 to May 30, 2012

Contract Amount: \$9,681,757.92

Source of Funding: Account No. 0403T

County Department
Originating Request: Roads & Public Property

5. The Clerk shall publish notice of this action according to law.
6. This resolution shall take effect immediately.

Freeholder	Aye	Nay	Abst	N.P.	Freeholder	Aye	Nay	Abst.	N.P.
Cifelli				✓	O'Dea	✓			
DiDomenico	✓				Rivera	✓			
Dublin	✓				Romano	✓			
Liggio	✓				Chairperson Rivas				✓
Munoz	✓								

Source:
Dept. of Roads &
Public Property
DJD/ek

It is hereby certified that at a regular meeting of the Board of Freeholders of the County of Hudson held on the 7th day of October A.D. 2010, the foregoing resolution, was adopted with 7 members voting in the affirmative and 0 in the negative.

APPROVED AS TO LEGAL FORM
BY: _____
DONATO J. BATTISTA
HUDSON COUNTY COUNSEL

Clerk



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SOUTH JERSEY ENERGY COMPANY

Trade Name:

Address: 1 SOUTH JERSEY PLAZA RT 54
FOLSOM, NJ 08037

Certificate Number: 0065750

Effective Date: May 08, 1990

Date of Issuance: March 23, 2011

For Office Use Only:

20110323130824946

fed Id 22-1985596

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

EXHIBIT A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Service Contracts

(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.


Representative's Name/Title (Print):

Joseph Scheufele A/P
Representative's Signature:

Name of Company: South Jersey Energy

Tel. No.: 609-335-6200 Date: 3/17/11

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."

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

The contractor and the AUP of SJE (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title Print: Joseph Schenfeld AUP
Representative's Signature: [Signature]
Name of Company: South Jersey Energy
Tel. No.: 609-335-6280 Date: 3/7/11

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: South Jersey Energy Co.

Address: 1 N. White Horse Pike, Hammonton, NJ

Telephone No.: 609-335-6280

Contact Name: Ed Peterson

Please check applicable category:

Minority Owned

Minority & Woman Owned

Woman Owned

Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~  
**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions. In pertinent part...**

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20,8

**CITY OF JERSEY CITY**

**Part I - Vendor Affirmation**

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

|                                         |                                        |
|-----------------------------------------|----------------------------------------|
| Friends of Peter Brennan Election Fund  | Gaughan Election Fund                  |
| Committee to Elect Willie Flood         | The Election Fund of Steven Fulop      |
| Election Fund of Radames Velazquez Jr.  | Friends of Viola Richardson for Ward F |
| Friends of Michael Sottolano            |                                        |
| EFO David P. Donnelly J.C. Council 2010 | Healy for Mayor 2013                   |
| Friends of Nidia R. Lopez               |                                        |

**Part II - Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address           |
|------------------------------|------------------------|
| South Jersey Industries      | Folsom, NJ Parent 100% |
|                              |                        |
|                              |                        |
|                              |                        |
|                              |                        |
|                              |                        |
|                              |                        |
|                              |                        |

**Part 3 - Signature and Attestation:**

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

Name of Business Entity: South Jersey Energy  
 Signed: [Signature] Title: Assistant Vice-President  
 Print Name: Joseph Scantalo Date: 3-17-11

|                                                                                                                                       |                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| Subscribed and sworn before me this <u>17</u> day of <u>March</u> , 2011.                                                             | _____<br>(Affiant)                                        |
| My Commission expires: <b>TARA L. BISCIUGLIA</b><br><b>NOTARY PUBLIC OF NEW JERSEY</b><br><b>MY COMMISSION EXPIRES SEPT. 21, 2012</b> | _____<br>(Print name & title of affiant) (Corporate Seal) |

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: South Jersey Energy Co.

Signed Joseph Scerifale Title: Assistant Vice President

Print Name Joseph Scerifale Date: 3-17-11

Subscribed and sworn before me  
this 17 day of March, 2011.  
My Commission expires:

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

**TARA L. BISCIEGLIA**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES SEPT. 21, 2012.**

**\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

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

City Clerk File No. Res. 11-321

Agenda No. 10.R

Approved: MAY 25 2011

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY (PSE&G) FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREET LIGHTS FOR THE JUNCTION (J.C. PROJECT NO. 05-008), FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.**

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

**WHEREAS**, the City of Jersey City received a Federal Grant and Authorization to proceed with the implementation of a project named The Junction, J.C. Project No. 05-008 for the Department of Public Works, Division of Engineering, Traffic & Transportation; and

**WHEREAS**, as part of the improvements of this project, twenty-three (23) new PSE&G decorative street lights are to be installed; and

**WHEREAS**, PSE&G is the only entity who can furnish, install, maintain the decorative lights and supplies power in the area; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40A:11-5(l) (f), authorizes the City to contract without public bidding for the rendering of any service by a public utility company which is subject to the jurisdiction of the Board of Public Utilities (BPU), in accordance with tariffs and schedules of charges made, charged or exacted, and filed with the BPU; and

**WHEREAS**, PSE&G is a public utility company and has submitted a proposal dated January 25, 2011 in the amount of \$55,600.02 to purchase and install the decorative street lights in accordance with tariffs or schedules of charges filed with the BPU; and

**WHEREAS**, the sum of \$55,600.02 is available from Account No. 02-213-40-899-314 (UEZ Grant) to purchase and install the decorative street lights.

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

1. A contract in the amount of \$55,600.02 to purchase and install the decorative street lights is awarded to PSE&G Company.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A: 11-5(l) (f);
3. The Purchasing Agent and Business Administrator are authorized to take such other action as may be necessary to effectuate the purpose of the Resolution.
4. The award of this contract shall be subject to the condition that the Contractor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et. seq.

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO PUBLIC SERVICE ELECTRIC AND GAS COMPANY (PSE&G) FOR THE PURCHASE AND INSTALLATION OF DECORATIVE STREET LIGHTS FOR THE JUNCTION (J.C. PROJECT NO. 05-008) FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.**

5. Upon notification of an official or employee of the City, authorized to attest that PSE&G has complied with the conditions of the Purchase Order, then payments to PSE&G will be made in accordance with the provisions of the Local Fiscal Affairs Law N.J.S.A. 40A:5-1 et. seq.

I Donna Mauer, Donna Mauer as Chief Financial Officer hereby certify that funds are available for this expenditure in the amounts shown below in accordance with the Local Budget Law N.J.S.A. 40A:4-1 et. seq.

Department of Public Works, Division of Engineering, Traffic and Transportation

Account No. 02-213-40-899-314 P.O. # 103150 \$55,600.02

Total Encumbrance \$55,600.02

Approved by [Signature] 5/9/11  
Chuck F. Lee, P.E., City Engineer

APPROVED: Rodney Hadley 5/20/11  
Rodney Hadley, Director, DPW

APPROVED: [Signature]  
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0  
5/25/11

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

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk





PURCHASE ORDER NUMBER  
**103150**  
THIS NUMBER MUST APPEAR ON ALL INVOICES  
CORRESPONDENCE/SHIPPING PAPERS AND  
PACKAGES

### PURCHASE ORDER & VOUCHER

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

REQUISITION # **0153948**  
BUYER **RESOLUTION**

DATE: **05/11/2011** VENDOR NO: **PU450810**

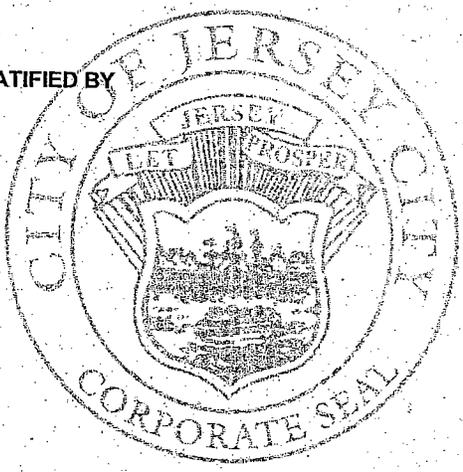
#### VENDOR INFORMATION

**PUBLIC SERVICE ELECTRIC & GAS**  
**325 COUNTY ROAD**  
**SECAUCUS NJ 07094**

#### DELIVER TO

**ENGINEERING**  
**575 RT. 440**  
**JERSEY CITY NJ 07305**

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                       | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00     | EA   | DECORATIVE ST LIGHTS<br>PURCHASE & INSTALLATION FROM/BY PSE& FOR THE<br>JUNCTION<br>FEDERAL PROJECT NO. STP-C00S (061)<br>J.C. PROJECT NO. 05-008<br><br>NO BID ITEM<br><br>PURCHASE ORDER TO BE RATIFIED BY<br>MUNICIPAL COUNCIL | 02-213-40-899-314 | 55,600.0200 | 55,600.02      |



TAX EXEMPTION NO. **22-6002013**

**PO Total 55,600.02**

#### CLAIMANT'S CERTIFICATION AND DECLARATION

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

**X**  
\_\_\_\_\_  
VENDOR SIGN HERE  
  
\_\_\_\_\_  
OFFICIAL POSITION DATE

#### OFFICER'S OR EMPLOYEE'S CERTIFICATION

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

\_\_\_\_\_  
TITLE OR POSITION DATE  
  
\_\_\_\_\_  
APPROVED BY THE PURCHASING AGENT DATE **5/12/11**  
  
\_\_\_\_\_  
APPROVED BY ACCOUNTS & CONTROL DATE

**Original Copy**

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

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-36 et seq; N.J.A.C. 17:27

#### Goods, Professional Services and General Service Contracts

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-36 et seq., as amended and

**EXHIBIT A (continued)****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-36 and N.J.A.C. 17:27**

supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good-faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

EXHIBIT A  
N.J.S.A. 10:5-36 and N.J.A.C. 17:27  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
Goods, Professional Services and General Service Contracts  
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): JEFFREY J. SMITH

Representative's Signature: 

Name of Company: PSEL6

Tel. No.: 973 430 6540 Date: 3/14/11

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

The contractor and the CITY of JERSEY CITY, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

Representative's Name/Title (Print): JEFFREY J. SMITH

Representative's Signature: *Jeffrey J. Smith*

Name of Company: PSEL

Tel. No.: 973 430 6540 Date: 3/14/11

### Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: PSELG

Address: 80 PARK PLAZA NEWARK NJ

Telephone No.: 973 430 6540

Contact Name: JEFFREY J. SMITH

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

#### Definitions

#### Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

**Hispanic:** a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

**American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

#### Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: PSEG

Address: 80 PARK PLAZA NEWARK NJ

Telephone No. : 973 430 6540

Contact Name: JEFFREY J. SMITH

Please check applicable category:

Minority Owned Business (MBE)

Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE)

Neither

**Definitions**

**Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

**African American:** a person having origins in any of the black racial groups of Africa

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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.

**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

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
PUBLIC SERVICE ELECTRIC AND GAS COMPANY

TAXPAYER IDENTIFICATION#: 221-212-800/000

ADDRESS:  
80 PARK PLAZA T9A  
NEWARK NJ 07102

EFFECTIVE DATE:  
07/25/24

TRADE NAME:

SEQUENCE NUMBER:  
0062256

ISSUANCE DATE:  
09/08/04

FORM-BRC(08-01)

Active Director

*J.P. & Tully*

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

11

11

Certification 7396

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-MAY-2010~~ to ~~15-MAY-2013~~

PUBLIC SERVICE ENTERPRISE GROUP  
80 PARK PLAZA, MC/T15A  
NEWARK NJ 07101



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff  
State Treasurer

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

City Clerk File No. Res. 11-322

Agenda No. 10.S

Approved: MAY 25 2011



TITLE: **RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

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

**WHEREAS**, funds must be allocated for the maintenance of Wide Area and Local Area PC Network telecommunications hardware and software systems as well as City email, anti-virus and anti-spam systems; and

**WHEREAS**, NETWORK MANAGEMENT SOLUTIONS has agreed to provide these goods and services per specifications of the Division of Information Technology; and

**WHEREAS**, the City of Jersey City has received a proposal from NETWORK MANAGEMENT SOLUTIONS in the total amount for a six month period of \$76,800.00; and

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

**WHEREAS**, funds are available for this contract in the following account :

**Administration/Division of Information Technology**  
**Acct. No. 1-201-20-140-314** **AMT. \$76,800.00**

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

**WHEREAS**, NETWORK MANAGEMENT SOLUTIONS has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

**WHEREAS**, Robert Magro, the City's IT Director, has determined and certified in writing that the value of the contract will exceed \$17,500; and

**WHEREAS**, N.J.S.A. 40A:11-5(1)dd authorizes the City to award a contract without public advertising if said contract is for goods or services to support or maintain proprietary computer hardware and software already owned by the City.

**TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

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

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

**RESOLVED**, the Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution.

**RESOLVED**, this contract is awarded in accordance with N.J.S.A 40A:11-5 (1) (dd).

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

I, Donna Mauer (Donna Mauer), as Chief Financial Officer, hereby certify that these funds are available for this expenditure in Account Number: **01-201-20-140-314** for payment of the above Resolution.

Requisition No. 0154 338

Purchase Order No. 103092

EEO/AA Review \_\_\_\_\_

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]  
Business Administrator

[Signature]  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
Peter M. Brennan, President of Council

[Signature]  
Robert Byrne, City Clerk

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

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH NETWORK MANAGEMENT SOLUTIONS FOR THE SUPPORT OF PROPRIETARY COMPUTER HARDWARE AND SOFTWARE**

**2. Name and Title of Person Initiating Ordinance/Resolution :**

ROBERT MAGRO, IT DIRECTOR

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

MAINTENANCE OF WIDE AREA AND LOCAL AREA PC NETWORK TELECOMMUNICATIONS HARDWARE AND SOFTWARE SYSTEMS AS WELL AS CITY EMAIL, ANTI-VIRUS AND ANTI-SPAM SYSTEMS

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

TO MAINTAIN UNINTERRUPTED OPERATION OF COMPUTER NETWORK SYSTEMS.

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

UNINTERRUPTED OPERATION OF COMPUTER SYSTEMS SUPPORTING CITY AGENCIES SERVING CONSTITUENTS.

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

\$12,800.00 PER MONTH, \$76,800.00 FOR SIX MONTHS; SIX MONTH TERM TO SYNCHRONIZE WITH NEW CALENDAR BUDGET YEAR

**7. Date Proposed Program or Project will Commence:**

JULY 1, 2011

**8. Anticipated Completion Date:**

DECEMBER 31, 2011

**9. Person Responsible for Coordinating Proposed Program/Project :**

ROBERT MAGRO, DIRECTOR, IT DIVISION

I certify that all the facts presented herein are accurate.



Signature of Department Director

5-6-11

Date



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

PURCHASE ORDER NUMBER  
**103092**  
THIS NUMBER MUST APPEAR ON ALL INVOICES  
 CORRESPONDENCE SHIPPING PAPERS AND  
 PACKAGES

**PURCHASE ORDER & VOUCHER**

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

REQUISITION # **0154338**  
 BUYER **EUS**

DATE: **05/09/2011** VENDOR NO: **NE397100**

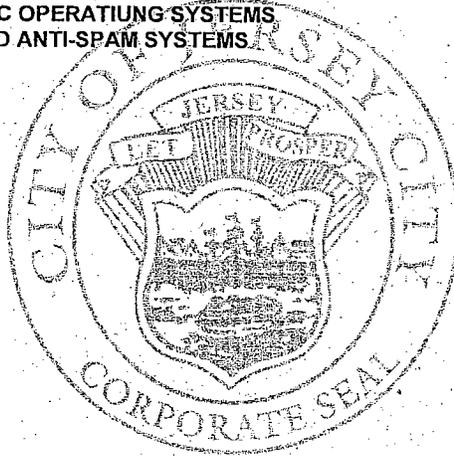
**VENDOR INFORMATION**

**NETWORK MANAGEMENT SOLUTIONS**  
**1122 ROUTE 22 WEST, 2ND FL**  
  
**MOUNTAINSIDE NJ 07092**

**DELIVER TO**

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

| QUANTITY | UNIT | DESCRIPTION                                                                                                                                                                                                                                                                                                   | ACCOUNT NUMBER    | UNIT PRICE  | EXTENDED PRICE |
|----------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------|----------------|
| 1.00     | NA   | NETWORK SUPPORT<br>SUPPORT OF PROPRIETARY<br>NETWORK HARDWARE AND SOFTWARE SYSTEMS<br>SUPPORT OF CISCO NETWORK HARDWARE AND SOFTWARE<br>SUPPORT OF MS-EXCHANGE EMAIL SYSTEMS<br>SUPPORT OF NETWORK FILE SERVERS<br>SUPPORT OF SERVER AND PC OPERATIUNG SYSTEMS<br>SUPPORT OF ANTI-VIRUS AND ANTI-SPAM SYSTEMS | 01-201-20-140-314 | 76,800.0000 | 76,800.00      |



TAX EXEMPTION NO. **22-6002013**

**PO Total 76,800.00**

**CLAIMANT'S CERTIFICATION AND DECLARATION**

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

**X**

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

**Original Copy**

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

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

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

**5/10/11**

APPROVED BY ACCOUNTS & CONTROL

DATE

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



*Network Management Solutions, Inc  
1122 Route 22 West  
Mountainside, New Jersey 07092*

## **Infrastructure Management Proposal**

Prepared for:

**THE CITY OF JERSEY CITY**

**7/2011 through 12/2011**

*This proposal contains confidential information and is intended for the private use of The City of Jersey City. This proposal is not for distribution outside of The City of Jersey City.*

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## **TABLE OF CONTENT**

*Network Management Solutions*

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| <b>CONCLUSION</b>                  | <b>(5)</b> |

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## **INTRODUCTION**

## *Network Management Solutions*

Network Management Solutions (NMS) appreciates the opportunity to propose Infrastructure Management Services to The City of Jersey City.

In working with Jersey City NMS believes its services continue to provide value and we welcome feedback and want to offer network management services, which are innovative, industry leading, flexible and beneficial to the City and the staff supporting it. We will continue to provide a high level of support to insure the network is pro-actively monitored 8am to 6pm (M-F) and all problems are diagnosed and resolved in a timely and coordinated manner.

Networking technology has created tremendous business opportunities for many organizations. Network Management Solutions understands the critical nature of our customer's networks and is committed to providing and continuously improving upon the services offered. NMS is dedicated to working in conjunction with its customers as partners with the objective of providing services, which exceed expectations.

Our company's philosophy is simple, help our customers monitor and manage the technology infrastructure that is key to their business operation and success. We implement our services based on the following principles:

- ◆ Provide a watchful eye over the infrastructure, which is responsive in managing and measuring; availability, resource consumption, security levels, and fiscal responsibility.
- ◆ Provide our customers with easy to access, timely and informative reports, which detail essential information.
- ◆ Provide our customers with flexible solutions, which fit the organizations objectives, and respond promptly as requirements change.
- ◆ Provide expert customer feedback that is unbiased, product and service independent.

NMS realizes that there are several approaches, which Jersey City can take in managing its network infrastructure. As a business partner, NMS will continually help Jersey City avoid costly and timely mistakes by offering a strategy which results in maximum benefit; improved return on investment, improved controls, and increased network performance – all while controlling costs.

## **NETWORK MANAGEMENT SERVICES**

*Network Management Solutions*

Network Management Solutions will provide pro-active monitoring and management and will deliver the following services under this agreement:

### **WAN/LAN**

- NMS will act as the single focal point for the LAN/WAN infrastructure and all identified managed components in this agreement. This includes identifying and resolving system and circuit outages and coordinating replacement.
- Includes 8am to 6pm (M-F) monitoring and access to NMS staff and its resources.
- Provides network alarming via a management workstation. NMS will diagnose the problem area and notify designated JC personnel.
- Should a circuit or system outage occur, the designated JC contacts will be immediately notified about the outage, the reason for outage, and will be updated hourly with an estimated time of repair.
- Should a trouble call be diagnosed by NMS as a hardware failure, the equipment will be replaced by NMS staff via the current selected hardware replacement plan.
- Maintain and update as required a complete network documentation set in Visio format.

### **Servers/Exchange**

- Provide 8am to 6pm (M-F) monitoring of 60 HP/DELL Servers. This includes monitoring active services such as DNS, WINS, and DHCP.
- Manage all HP/DELL system Firmware/BIOS updates.
- Provide overall supervision of the Active Directory Infrastructure.
- Manage entire Infrastructure Group Policies and related services.
- Manage Microsoft WSUS Server and all related services. This includes updates for all Servers and clients.
- Manage overall Symantec Anti-Virus Server Platform.
- Provide 8am to 6pm (M-F) monitoring and management of Symantec Backup Exec. jobs to verify operation.
- Provide 8am to 6pm (M-F) monitoring and management of the Dell TL4000 Tape Library to include any Firmware updates.
- Provide 8am to 6pm (M-F) monitoring and Management of the Dell (4) EqualLogic SAN's including disk allocation and proper operation.
- Update Exchange windows servers software and firmware.
- Update Exchange software.
- Support on-going email filtering issues with Guardian vendor.
- Schedule updates as required.
- Maintain all mail MX records.
- Acquire, maintain and update SSL security certificates.

---

(2)

**The City Of Jersey City**

**Proactive Monitoring**

- Customer infrastructure to be monitored 8am to 6pm (M-F).
- All faults to be identified within 5 minutes of failure.
- Problem determination to begin immediately following failure id.
- Customer to be notified within 15 minutes.
- NMS to coordinate repair of all failures.
- Customer to be updated as agreed upon by JC personnel.
- NMS to escalate all problems as required as per agreed JC procedures.
- NMS to confirm all repairs with customer.
- NMS to provide problem details via email at conclusion.
- NMS to provide daily web based reports on designated devices.
- ***Failure to properly identify, notify and manage fault isolation will result in service credit for monthly management fees for device.***

**Performance Reporting**

- NMS to provide daily web based reports of facility performance.
- NMS to provide daily web based reports of core CPE performance.
- NMS to provide on demand reports.
- NMS to provide expert analysis of reports.
- NMS to provide recommendations monthly for engineering changes.
- ***Failure to provide performance management details will result in service credit for monthly management fees for device.***

**Installation/Change Management**

- All changes will be based on agreed upon schedule.
- Standard interval for CPE change coordination is 2 business days.
- NMS will coordinate all circuit changes with carrier.
- NMS will maintain database of all JC devices, serial #'s, maintenance contracts, and contact information.
- NMS to coordinate and maintain all network diagrams.
- ***Failure to deliver on NMS controlled activities will result in service credit for changes or installation fees.***

## **COST OF SERVICES**

## **Network Management Solutions**

Network Management Solutions appreciates the opportunity again to propose Network Management Services to The City of Jersey City. Below are the costs associated with monitoring and managing the Jersey City Infrastructure.

- **JC WAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the Verizon frame-relay circuits/Wireless network infrastructure and Cisco routers at (11) City WAN network locations. (All Cisco hardware has existing maintenance contracts with the City). In addition, this includes the monitoring and management of (12) new LTW wireless antenna's installed for the following locations: 50 Baldwin, 30 Montgomery, 280 Grove, RT440, 465 Marin, 365 Summit, 715 Summit, 1JSQ 201 Cornelison, 145 MLK and Pershing Field.

Monthly Cost - \$2,800

- **JC LAN Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the Cisco Switching infrastructures at the following locations - 1 JSQ, 280 Grove, 30 Montgomery, and RT 400). (All Cisco hardware has existing maintenance contracts with the City). This also includes the monitoring for (1) UPS and (3) HVAC systems at 1JSQ.

Monthly Cost - \$1,600

- **JC Internet Access Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for the (2) Internet circuits, (1) Cisco Content Engine, (2) Cisco PIX Firewalls, (2) FAT Pipes and change management of the Websense filtering system. Also included is log security filtering on the PIX firewalls. (All hardware listed above has existing maintenance contracts with the City).

Monthly Cost - \$1,300

- **JC Server Management** – This service includes 8am to 6pm (M-F) monitoring, management, performance reporting, and coordination of repairs for (76) HP /DELL Servers, (4) Dell EqualLogic SANs, Symantec Backup Exec. and the TL4000 Tape Library.

Monthly Cost - \$7,100

**Total Monthly Management Cost \$12,800.00**

---

(4)

## Conclusion

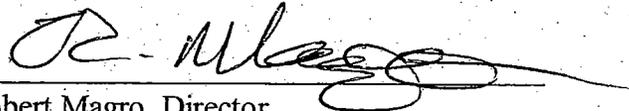
Network Management Solutions appreciates the opportunity to again offer its services and will continue to provide the necessary resources to insure a smooth running network infrastructure. In addition, NMS looks forward to improving upon its service offerings while providing reliability, availability, and stability to the network infrastructure through structured, measured, management services.

## DETERMINATION OF VALUE CERTIFICATION

Robert Magro, of full age, hereby certifies as follows:

1. I am the Director of the City of Jersey City (City) Division of Information Technology and have knowledge of the goods and services that the Division of Information Technology needs.
2. The Division of Information Technology requires maintenance of Wide Area and Local Area PC Network telecommunications hardware and software systems as well as City email, anti-virus and anti-spam systems.
3. The City has determined that a contract for maintenance/management/monitoring of these proprietary PC Network hardware/software systems should be awarded pursuant to N.J.S.A. 40A:11-5(1)(a)(ii).
4. **NETWORK MANAGEMENT SOLUTIONS** can provide the maintenance/management/monitoring services for the proprietary PC Network hardware/software systems used by the City and has submitted a proposal indicating that it will provide the services for the sum of \$76,800.
5. The Division of Information Technology's recommendation is to award the contract to **NETWORK MANAGEMENT SOLUTIONS**.
6. The term of the contract is six months effective as of July 1, 2011.
7. The estimated amount of the contract exceeds \$76,800.00.
8. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: 5-6-11

  
Robert Magro, Director,  
Division of Information Technology

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
 FOR NON-FAIR AND OPEN CONTRACTS  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
 CITY OF JERSEY CITY

**Part I – Vendor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                             |
|------------------------------|------------------------------------------|
| Donald Seitz                 | 438 Cimwell Drive<br>Wyckoff, N.J. 07481 |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |
|                              |                                          |

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Network Management Solutions  
 Signed: [Signature] Title: President  
 Print Name: Donald A. Seitz Date: 5/20/11

Subscribed and sworn before me this 10 day of May, 2011.  
 My Commission expires: [Signature]

**SANDY EONNE**  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES JULY 28, 2015  
 I.D.# 2398734

[Signature]  
 (Affiant)  
Donald Seitz, President  
 (Print name & title of affiant) (Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

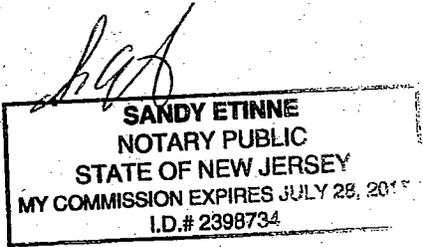
Name of Business Entity: Network Management Solutions

Signed Donald R. Seitz Title: President

Print Name Donald R. Seitz Date: 5/10/11

Subscribed and sworn before me  
this 10 day of May, 2011.  
My Commission expires:

Donald R. Seitz  
(Affiant)  
Donald R. Seitz, President  
(Print name & title of affiant) (Corporate Seal)



\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**NON COLLUSION AFFIDAVIT**  
STATE OF NEW JERSEY  
CITY OF JERSEY CITY ss:

I certify that I am Donald R Seir  
of the firm of Network Management Solutions

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A.52: 34-25)

(Signature of respondent) *Donald R Seir*  
Donald R Seir

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 10 May OF 2011

(TYPE OR PRINT NAME OF AFFLIANT UNDER SIGNATURE) hst

NOTARY PUBLIC OF Union County NJ  
MY COMMISSION EXPIRES: 2015

**SANDY ETINNE**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 28, 2015

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. The first row contains handwritten information for Donald Seisz.

Notary section containing text: 'Subscribed and sworn before me this 10 day of May, 2011.', notary signature 'Sandy Etinne', notary seal 'SANDY ETINNE NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES JULY 28, 2015 I.D.# 2398734', and affiant signature 'Donald Seisz' with printed name and title.

**PUBLIC DISCLOSURE INFORMATION**

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

**STOCKHOLDERS:**

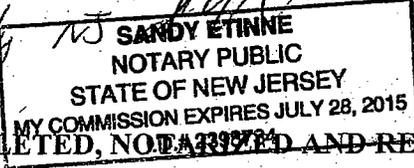
| Name           | Address                              | % owned |
|----------------|--------------------------------------|---------|
| Donald R Seitz | 438 CAI Drive<br>Wycliff, N.J. 07481 | 100     |
|                |                                      |         |
|                |                                      |         |
|                |                                      |         |
|                |                                      |         |

SIGNATURE: *Donald R Seitz*  
TITLE: President

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY 10 May OF 2011

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Union County NJ  
MY COMMISSION EXPIRES: 2015



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

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

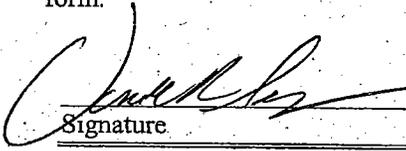
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

## Part I - Vendor Information

|              |                              |        |       |
|--------------|------------------------------|--------|-------|
| Vendor Name: | Network Management Solutions |        |       |
| Address:     | 1122 Route 22                |        |       |
| City:        | Mountainside                 | State: | N.J.  |
|              |                              | Zip:   | 07092 |

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

 Donald R. Seire President  
Signature Printed Name Title

## Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

| Contributor Name | Recipient Name | Date | Dollar Amount |
|------------------|----------------|------|---------------|
| N/A              |                |      | \$            |
|                  |                |      |               |
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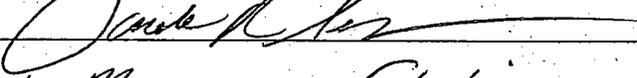
Check here if the information is continued on subsequent page(s)

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

**EXHIBIT A**  
**N.J.S.A. 10:5-36 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 .

Representative's Name/Title (Print): Donald Seir / President

Representative's Signature: 

Name of Company: Network Management Solutions

Tel. No.: 908-272-0100 Date: 5/10/11

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

The contractor and the \_\_\_\_\_ of \_\_\_\_\_, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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): Donald J. Seitz (President)  
Representative's Signature: *Donald J. Seitz*  
Name of Company: Netsville Management Solutions  
Tel. No.: 908-232-6104 Date: 5/16/11

**AFFIRMATIVE ACTION COMPLIANCE NOTICE  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY:

Network Management Solutions

SIGNATURE:

Donald P. Leir

DATE:

5/10/11

PRINT NAME:

Donald P. Leir

TITLE:

President

**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 : Network Management Solutions  
Address : 1122 Route 22, Mountainside, N.J. 07092  
Telephone No. : 908-232-0000  
Contact Name : Donald Seiv

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 : Network Management Solutions  
Address : 1122 Route 22 Mountainside, N.J. 07092  
Telephone No. : 908-232-6100  
Contact Name : Donald P. Seiler

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**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
NETWORK MANAGEMENT SOLUTIONS, INC.

TRADE NAME:

ADDRESS:  
1122 RT 22  
MOUNTAINSIDE NJ 07092  
EFFECTIVE DATE:

SEQUENCE NUMBER:

0659986

ISSUANCE DATE:

08/14/06

01/10/96



Acting Director  
New Jersey Division of Revenue

FORM-BRC(08-01)

~~This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.~~

Certification 36024

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2004** to **15-OCT-2011**

**NETWORK MANAGEMENT SOLUTIONS, INC.**  
**1122 ROUTE 22**  
**MOUNTAINSIDE**

**NJ 07092**



State Treasurer

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

City Clerk File No. \_\_\_\_\_ Res. 11-323

Agenda No. \_\_\_\_\_ 10.T

Approved: \_\_\_\_\_ MAY 25 2011

TITLE:



## RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WIRELESS NETWORK INFRASTRUCTURE SYSTEM WITHOUT PUBLIC BIDDING

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

WHEREAS, the Police Department's existing software applications within Wireless Network Infrastructure (Including Disaster Recovery, CCTV Link, Internet Services, off Site Data storage) was created by G.T.B.M. Inc. and is a proprietary system that requires support and maintenance services; and

WHEREAS, the solution is integrated with the Department's existing infrastructure as developed by the vendor and ties to E-9-1-1, CAD, and all mission critical systems to enable the display and presentation of same

WHEREAS, G.T.B.M. Inc is the only vendor in New Jersey to successfully complete all certifications; and

WHEREAS, G.T.B.M. Inc has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year (January 1, 2011 to December 31 2011) for the sum of One Hundred five Thousand one Hundred fifty-three(\$105,153 Dollars; and

WHEREAS, service will be provided 24 hours per day and seven (7) per week with a minimum mandated response of four (4) hours; and

WHEREAS, funds in the amount of One Hundred five Thousand one Hundred fifty-three(\$105,153.00 Dollars are available in the fiscal year 2011 budget Account No. 11-01-201-25-240-310; source of funding is from operating account.

WHEREAS, funds in the amount of \$52,576.50 are currently available in the temporary budget of Account No. 11-01-201-25-240-310; and

WHEREAS, the remaining funds of \$105,153.00 will be made available in the 2011 current year permanent budgets; and

WHEREAS, the award of this contract shall be subject to the appropriation of sufficient funds in the 2011 fiscal year permanent budget; and

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

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

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

WHEREAS, G.T.B.M has completed and submitted a Business Entity Disclosure Certification which certifies that G.T.B.M has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year and that the contract will prohibit G.T.B.M from making any reportable contributions during the term of the contract; and

WHEREAS, G.T.B.M has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

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

City Clerk File No. Res. 11-323

Agenda No. 10.T

Approved: MAY 25 2011

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WIRELESS NETWORK INFRASTRUCTURE SYSTEM WITHOUT PUBLIC BIDDING**

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

1. A one (1) year contract is awarded to G.T.B.M. Inc in the amount of \$105,154.00 and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. The award of this contract shall be subject to the condition that G.T.B.M. Inc provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination N.J.S.A. 10:5-31 et seq.; and
4. The continuation of the contract after the expenditure of funds encumbered in the 2011 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2011 fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Account No. 11-01-201-25-240-310. PO 103246

ACCT# 11-01-201-25-240-310

\$52,576.50  
(Partial encumbrance)

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

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

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

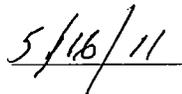
This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The department, division or agency responsible for the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

1. **Full Title of Ordinance/Resolution/Cooperation Agreement :**  
RESOLUTION AUTHORIZING AN AGREEMENT WITH G.T.B.M. INC FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S WIRELESS NETWORK INFRASTRUCTURE SYSTEM WITHOUT PUBLIC BIDDING
2. **Name and Title of Person Initiating Ordinance/Resolution :**  
SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
THE SOLUTION IS INTEGRATED WITH THE DEPARTMENT'S EXISTING INFRASTRUCTURE AS DEVELOPED BY VENDOR AND TIES TO e-9-1-1, CAD
4. **Reasons (Need) for the Proposed Program, Project, etc.:**  
REQUIRED TO MAINTAIN AND SUPPORT OF THE EXISTING PROPRIETARY SYSTEM
5. **Anticipated Benefits to the Community:**  
INSURANCE AGAINST LOSING THE POLICE DEPARTMENT WIRELESS NETWORK SYSTEM
6. **Cost of Proposed Program, Project, etc. ( Indicate the dollar amount of City, State and Federal Funds to be used, as well as match and in-kind contributions.)**  
  
**ONE HUNDRED FIVE THOUSAND ONE HUNDRED FIFTY-THREE DOLLARS (\$105,153.00).**
7. **Date Proposed Program or Project will Commence:**  
  
JANUARY 1, 2011
8. **Anticipated Completion Date:**  
  
DECEMBER 31, 2011
9. **Person Responsible for Coordinating Proposed Program/Project:**  
DEPUTY RONALD SPROFERA, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

# CITY OF JERSEY CITY

|                      |
|----------------------|
| <b>Requisition #</b> |
| 0154265              |

|                      |
|----------------------|
| <b>Assigned PO #</b> |
|                      |

## Requisition

**Vendor**  
GOLD TYPE BUSINESS MACHINE  
351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073

**Dept. Bill To**  
POLICE DEPARTMENT  
8 ERIE STREET  
JERSEY CITY NJ 07302

**Dept. Ship To**  
8 ERIE STREET  
JERSEY CITY NJ 07302

GT220900

**Contact Info**  
D/C RONALD SPROFERA  
2015475308

| Quantity | UOM | Description                                                                                                                                                                            | Account           | Unit Price | Total     |
|----------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-----------|
| 1.00     | EA  | CONTRACT RENEWAL<br>WIRELESS NETWORK INFRASTRUCTURE SUPPORT AND<br>MAINTENANCE AGREEMENT INCLUDING DISASTER RECOVERY<br>CC.TV LINK,INTERNET SERVICES,OFF SITE DATA STORAGE<br>FOR 2011 | 01-201-25-240-310 | 52,576.50  | 52,576.50 |

TOTAL CONTRACT AMOUNT: \$105,153.00  
THIS ENCUMBRANCY: \$ 52,576.50

FOR:  
JCPD/ SUPPORT SERVICES  
73/83 BISHOP STREET  
J.C.NJ 07304  
PHONE# 201-547-5308  
CONTRACT PERSON:P.O.JOHN TKACZYK EX:5997

Requisition Total 52,576.50

Req. Date: 05/02/2011  
Requested By: FMCPHERSON  
Buyer Id:

Approved By:  5/4/11

**This Is Not A Purchase Order**





New Jersey State Contract #69834

**NETWORK INFRASTRUCTURE/DISASTER RECOVERY  
SERVICE AGREEMENT BETWEEN**

**JERSEY CITY POLICE DEPARTMENT**

**and**

**GOLD TYPE BUSINESS MACHINES**

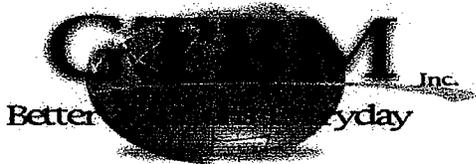
THIS SERVICE AGREEMENT ("Agreement") is made this 1<sup>st</sup> day of Jan 2011 by and between the Jersey City Police Department ("Customer") AND GOLD TYPE BUSINESS MACHINES ("GTBM") for service and support of Customer's Wireless Network Infrastructure and Disaster Recovery needs.

**1. SERVICES AND PROCESS**

- a) GTBM will provide and maintain wireless communications links between Customer's CCT (Closed Circuit TV) Building, the 8 Erie Street facility, Jersey City Medical Center and various other police locations. GTBM will provide "hot swap" spare equipment should a link fail. Onsite service for wireless communications will be provided 24/7/365.
- b) GTBM will provide a remote Disaster Recovery site having a broadband backup connection of not less than 1.5MB with up to 25 wireless links and one main 54MB wireless connection available to the Customer. Disaster Recover site includes rack space for Customer's servers in a secure datacenter, all power and battery backup.
- c) Customer shall notify GTBM of all service needs by calling the GTBM Service Department at 201-935-5090 during normal business hours Monday through Friday from 8:30am until 5pm. Afterhours support can be received by calling 201-681-0327 or by calling the Service Department and following the auto-attendant prompts.

**2. CHARGES AND PAYMENTS**

- a) Customer agrees to pay an annual fee of \$105,153.00 for the services on a Quarterly basis, in advance, for the period beginning Jan 1, 2011 and ending Dec 31<sup>th</sup>, 2011. Any



Customer requested services to support the wireless network not specified herein shall be billed to Customer on a quarterly basis.

- b) Except as otherwise specified herein, all invoices rendered under this Agreement are due and payable within thirty (30) days of the date of invoice. All invoices not paid within thirty (30) days from when due shall be subject to a monthly interest charge of one and one-half percent (1 1/2%) per month on the unpaid balance.

### **3. LIMITATION OF LIABILITY**

IN NO EVENT SHALL GTBM BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE WIRELESS COMMUNICATION SYSTEM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF GTBM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **4. TERMINATION**

- a) GTBM may terminate this Agreement if GTBM gives written notice to the Customer specifying the Customer's failure to make payment when due and the Customer then fails to make such payment within ten (10) days following receipt of such notice.
- b) Either party may also terminate this Agreement by written notice to the other, effective immediately upon receipt, if the other party shall file a petition in bankruptcy, shall be adjudicated to be bankrupt, shall take advantage of the insolvency laws of any state, territory or country, shall make an assignment for the benefit of creditors, shall be voluntarily or involuntarily dissolved, shall admit in writing its inability to pay debts as they come due, or shall have a receiver, trustee or other court officer appointed for its property.
- c) Termination of this Agreement does not relieve either party of obligations to make any payments or perform any services due prior to the date of termination.

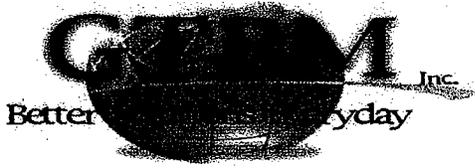


## **5. MISCELLANEOUS**

a) The parties agree that this Agreement including any Exhibits hereto and thereto, and any submissions or proposals referred to in any of those Exhibits, constitute the entire agreement between the parties in connection with the Service Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. Customer may not assign the Agreement without the express, written consent of GTBM. Except as otherwise provided in the Agreement, notices, demands, requests or other communications which are given or required pursuant to the Agreement shall be in writing and shall be delivered by first class, registered or certified mail, postage prepaid, or by hand (including third-party courier or nationally recognized overnight service) or facsimile to a party's address indicated in the Agreement. Each party agrees to provide the other notice of any address change. If any term of the Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. If either party fails to require performance by the other party of any provision, it shall not affect the right to require performance at any time thereafter nor shall it be held to be a waiver of the provision itself. Pursuit of any remedy hereunder or under applicable law by either party shall not prevent such party from pursuing any other available remedy and shall not operate as an election of remedies. Except for payment obligations, neither party will be responsible for performance of its obligations hereunder where delayed or hindered by war, terrorism, riots, embargoes, strikes or acts of its vendors, suppliers, accidents, acts of God or any other event beyond its reasonable control. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. This Agreement shall be governed by the laws of the State of New Jersey.

## **6. ACCEPTANCE OF AGREEMENT**

a) By providing a Purchase Order number referencing this Agreement, Customer acknowledges and confirms that Customer has read and accepts all of the services and terms specified herein.



## **Exhibit A**

### **Agreement Specifications**

Agreement provides for:

Maintenance and Support for Wireless Communications from and to CCT, 8 Erie Street, Jersey City Medical Center and other police locations specified by the Customer.

A secure disaster recovery site with rack space for Customer's equipment, power, battery backup and sufficient bandwidth to serve the disaster recovery needs of Customer.

Replacement Parts:

Spare "Hot Swap" communication links

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, N.J. 08646-0352

TAXPAYER NAME:  
GOLD TYPE BUSINESS MACHINES

TRADE NAME:

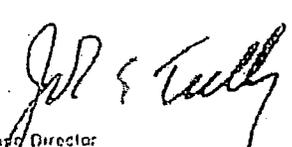
TAXPAYER IDENTIFICATION#:  
222-152-411/000

SEQUENCE NUMBER:  
0067515

ADDRESS:  
351 PATERSON AVENUE  
EAST RUTHERFORD NJ 07073

ISSUANCE DATE:  
10/13/04

EFFECTIVE DATE:  
12/22/77

  
Acting Director

ORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**EXHIBIT A**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and

**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: Vincent Rowen  
Representative's Signature: [Signature]  
Name of Company: Old Typ Business Machines Inc  
Tel. No.: 201-935-5090 Date: 1/5/11

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: Gold Type Business Machines Inc

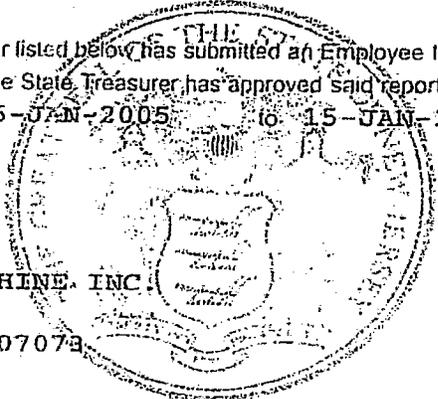
SIGNATURE: Vincent Romeo DATE: 1/5/11

PRINT NAME: Vincent Romeo TITLE: CFO

Certification 24180

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to R.J.A.C. 17:27-1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2005** to **15-JAN-2012**



**GOLD TYPE BUSINESS MACHINE, INC.**  
**351 PATERSON AVENUE**  
**EAST RUTHERFORD NJ 07073**



*Bradley Abela*

State Treasurer

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Gold Type Business Machines Inc  
Address : 351 Potomac Ave, East Rutherford NJ 07073  
Telephone No. : 201 - 935 - 5090  
Contact Name : Vin Cronen

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 : Gold Type Business Machines Inc  
Address : 351 Pederson Ave, East Rutherford NJ 07073  
Telephone No. : 201 - 935 - 5090  
Contact Name : Vin Cronen

Please check applicable category :

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

**Definitions**

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**Asian:** a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

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**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

*See Attached City of Jersey City  
Disclosure Certificate Form*

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Gold Type Business Machines Inc

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. First row contains 'Rich Picall' and '71 Rider Rd, Rutherford, NJ 07070'.

Subscribed and sworn before me this 5 day of Jan, 2011. Notary Public: DEANNA SCIOLARO. Affiant: Vincent Cronin CFO. My Commission expires: NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES JULY 16, 2011.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Gold Type Business Machines Inc (name of business entity) has not made any reportable contributions in the \*\*one-year period preceding 3/4/11 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Gold Type Business Machines Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

**PART II - Signature and Attestation:**

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

Name of Business Entity: Gold Type Business Machines Inc

Signed: [Signature] Title: CFO

Print Name: V. Crum Date: 3/4/11

Subscribed and sworn before me  
this 4 day of March, 2011.

My Commission expires:

[Signature] (Affiant)  
V. Crum CFO  
(Print name & title of affiant) (Corporate Seal)

DEANNA SCIOLARO  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 16, 2011

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Gold Type Business Machines* ~~business entity~~ has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *(date of award scheduled 3/4/11)* for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *City of Jersey City* ~~entity of elected officials~~ as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

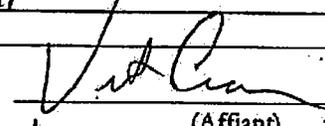
- Partnership    
  Corporation    
  Sole Proprietorship    
  Subchapter S Corporation  
 Limited Partnership    
  Limited Liability Corporation    
  Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                                |
|------------------------------|---------------------------------------------|
| <i>Rick Picotti</i>          | <i>71 Ridge Rd<br/>Rutherford, NJ 07070</i> |
|                              |                                             |
|                              |                                             |
|                              |                                             |
|                              |                                             |
|                              |                                             |
|                              |                                             |

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: *Gold Type Business Machines Inc.*  
 Signed: *Vincent Crown* Title: *CEO*  
 Print Name: *Vincent Crown* Date: *3/4/11*

|                                                                                                                                                                                                   |                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <i>4th</i> day of <i>March</i> , 2011.<br>My Commission expires: <i>DEANNA SCIOLARO</i><br>NOTARY PUBLIC OF NEW JERSEY<br>MY COMMISSION EXPIRES JULY 16, 2011 | <br>(Affiant)<br>Vincent Crown CEO<br>(Print name & title of affiant) (Corporate Seal) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**EXHIBIT A**  
**N.J.S.A. 10:5-36 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): MICHAEL RUBENSTEIN, CHIEF ADMINISTRATIVE OFFICER

Representative's Signature: 

Name of Company: GIBM (GOLDTYPE BUSINESS MACHINES)

Tel. No.: 201 935-5090 Date: 5/23/11

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

City Clerk File No. Res. 11-324

Agenda No. 10.U

Approved: MAY 25 2011

TITLE:



**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE FOLLOWING AGENCIES FOR RECREATIONAL USE**

**Council Offered and moved, adoption of the following Resolution:**

**WHEREAS**, the City of Jersey City ("City"), through the Department of Recreation, sponsors programs and/or coordinates recreational activities; and

**WHEREAS**, in sponsoring and/or coordinating such events or programs, the Department of Recreation requires the use of various facilities owned by the following listed agencies; and

**WHEREAS**, the Department of Recreation, will use these facilities for various recreation sponsored programs and / or events, during the period of July 1, 2011 through December 31, 2011 and;

**WHEREAS**, the Department of Recreation, in conjunction with the following listed agencies, located in Jersey City, New Jersey, desires to provide such recreational, and educational activities; and

**WHEREAS**, the following listed agencies, have the capability and the facilities to provide such programming; and

**WHEREAS**, the following listed agencies, requires an indemnification letter of insurance from the City; and

**WHEREAS**, the agreement will specify the City's responsibilities to the following agencies, including an indemnification and holding harmless clause in which they cannot be held liable for injuries received by participants at this particular event and/or for property damage to the facility itself; and

**WHEREAS**, the following agencies, requests that they should be listed as an additional insured party on the letter of insurance; and

**WHEREAS**, it is in the best interest of the City to conduct these events and enter into this agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the Risk Manager is authorized to issue a letter of insurance to the following:

- State of New Jersey Department of Military and Veterans Affairs 678 Montgomery Street, Jersey City, NJ 07306
- Jersey City Public School, 346 Claremont Avenue, Jersey City, New Jersey 07305
- New Jersey City University, 2039 Kennedy Blvd., Jersey City, New Jersey 07305
- St. Peter's College, 2641 Kennedy Blvd., Jersey City, New Jersey 07305
- St. Peter's Prep, 144 Grand Street, Jersey City, New Jersey 07302
- Hudson Catholic High School, 790 Bergen Avenue, Jersey City, New Jersey 07306
- County of Hudson 583 Newark Avenue, Jersey City, New Jersey 07306

APPROVED: [Signature] APPROVED AS TO LEGAL FORM

APPROVED: [Signature] [Signature]

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| 5/25/11                                 |     |     |      |               |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

**I. Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO THE JERSEY CITY PUBLIC SCHOOLS**

**II. Name and Title of Person Initiating Ordinance/Resolution:**

JOSEPH MACCHI, DIRECTOR

**III. Description of the proposed program, project or plan:**

INSURANCE COVERAGE FOR ADDITIONAL LOCATIONS OF CITY ACTIVITIES AND PROGRAMS

**IV. Reasons (Need) for the Proposed Program, Project, etc.:**

N/A

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

ADDITIONAL FACILITY SPACE AS NEEDED FOR PROGRAMS AND RECREATIONAL ACTIVITIES

**VI. Cost of Proposed Program Project, etc.**

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

NO COST TO CITY OF JERSEY CITY

**VII. Date Proposed Program or Project will Commence:**

JULY 1, 2011

**VIII. Anticipated Completion Date:**

DECEMBER 31, 2011

**IX. Person Responsible for Coordinating Proposed Program/Project:**

JOSEPH MACCHI, DIRECTOR

  
Director of Recreation

5-4-11  
Date



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

**I. Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO ST. PETER'S COLLEGE**

**II. Name and Title of Person Initiating Ordinance/Resolution:**

JOSEPH MACCHI, DIRECTOR

**III. Description of the proposed program, project or plan:**

INSURANCE COVERAGE FOR ADDITIONAL LOCATIONS OF CITY ACTIVITIES AND PROGRAMS

**IV. Reasons (Need) for the Proposed Program, Project, etc.:**

N/A

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

ADDITIONAL FACILITY SPACE AS NEEDED FOR PROGRAMS AND RECREATIONAL ACTIVITIES

**VI. Cost of Proposed Program Project, etc.**

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

NO COST TO CITY OF JERSEY CITY

**VII. Date Proposed Program or Project will Commence:**

JULY 1, 2011

**VIII. Anticipated Completion Date:**

DECEMBER 31, 2011

**IX. Person Responsible for Coordinating Proposed Program/Project:**

JOSEPH MACCHI, DIRECTOR

  
Director of Recreation

5-4-11  
Date



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

**I. Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO ST. PETER'S PREP HIGH SCHOOL**

**II. Name and Title of Person Initiating Ordinance/Resolution:**

JOSEPH MACCHI, DIRECTOR

**III. Description of the proposed program, project or plan:**

INSURANCE COVERAGE FOR ADDITIONAL LOCATIONS OF CITY ACTIVITIES AND PROGRAMS

**IV. Reasons (Need) for the Proposed Program, Project, etc.:**

N/A

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

ADDITIONAL FACILITY SPACE AS NEEDED FOR PROGRAMS AND RECREATIONAL ACTIVITIES

**VI. Cost of Proposed Program Project, etc.**

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

NO COST TO CITY OF JERSEY CITY

**VII. Date Proposed Program or Project will Commence:**

JULY 1, 2011

**VIII. Anticipated Completion Date:**

DECEMBER 31, 2011

**IX. Person Responsible for Coordinating Proposed Program/Project:**

JOSEPH MACCHI, DIRECTOR

  
Director of Recreation

5-4-11  
Date

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

**I. Full Title of Ordinance/Resolution/Cooperation Agreement:**

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO AN AGREEMENT FOR INDEMNIFICATION AND AUTHORIZING THE CITY RISK MANAGER TO ISSUE A LETTER OF INSURANCE TO HUDSON CATHOLIC HIGH SCHOOL**

**II. Name and Title of Person Initiating Ordinance/Resolution:**

JOSEPH MACCHI, DIRECTOR

**III. Description of the proposed program, project or plan:**

INSURANCE COVERAGE FOR ADDITIONAL LOCATIONS OF CITY ACTIVITIES AND PROGRAMS

**IV. Reasons (Need) for the Proposed Program, Project, etc.:**

N/A

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

ADDITIONAL FACILITY SPACE AS NEEDED FOR PROGRAMS AND RECREATIONAL ACTIVITIES

**VI. Cost of Proposed Program Project, etc.**

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

NO COST TO CITY OF JERSEY CITY

**VII. Date Proposed Program or Project will Commence:**

JULY 1, 2011

**VIII. Anticipated Completion Date:**

DECEMBER 31, 2011

**IX. Person Responsible for Coordinating Proposed Program/Project:**

JOSEPH MACCHI, DIRECTOR

  
Director of Recreation

5-4-11  
Date

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

**I. Full Title of Ordinance/Resolution/Cooperation Agreement:**

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

**II. Name and Title of Person Initiating Ordinance/Resolution:**

JOSEPH MACCHI, DIRECTOR

**III. Description of the proposed program, project or plan:**

INSURANCE COVERAGE FOR ADDITIONAL LOCATIONS OF CITY ACTIVITIES AND PROGRAMS

**IV. Reasons (Need) for the Proposed Program, Project, etc.:**

N/A

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

ADDITIONAL FACILITY SPACE AS NEEDED FOR PROGRAMS AND RECREATIONAL ACTIVITIES

**VI. Cost of Proposed Program Project, etc.**

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

NO COST TO CITY OF JERSEY CITY

**VII. Date Proposed Program or Project will Commence:**

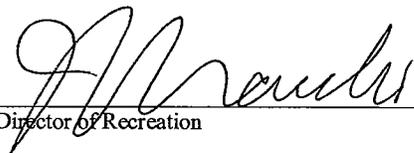
JULY 1, 2011

**VIII. Anticipated Completion Date:**

DECEMBER 31, 2011

**IX. Person Responsible for Coordinating Proposed Program/Project:**

JOSEPH MACCHI, DIRECTOR

 0-4-11  
Director of Recreation Date

**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the State of New Jersey, Department of Military and Veterans Affairs, National Guard Armory, 678 Montgomery Street, Jersey City, New Jersey, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City'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 in connection with the use of the National Guard Armory, 678 Montgomery Street, Jersey City, New Jersey from July 1, 2011 through December 31, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
John W. Kelly,  
Business Administrator

\_\_\_\_\_  
Jill Priar, Chief Facilities  
Supply Section Installation Division

Attest:

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

## INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Jersey City Public Schools, 346 Claremont Avenue, Jersey City, New Jersey 07305, its officer, directors, employees and or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City'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 in connection with the use of the Jersey City Public Schools, 346 Claremont Avenue, Jersey City, New Jersey 07305 from July 1, 2011 through December 31, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
John W. Kelly,  
Business Administrator

\_\_\_\_\_  
Dr. Charles T. Epps  
Superintendent of Schools

Attest:

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

**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the New Jersey City University 2039 Kennedy Blvd., Jersey City, New Jersey 07305, its officer, directors, employees and agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City'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 in connection with the use of the New Jersey City University 2039 Kennedy Blvd., Jersey City, New Jersey 07305 from July 1, 2011 through December 31, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
John W. Kelly,  
Business Administrator

\_\_\_\_\_  
President  
New Jersey City University

Attest:

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

## INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the St. Peter's College 2641 Kennedy Blvd., Jersey City, New Jersey 07306, its officer, directors, employees and agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City'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 in connection with the use of the St. Peter's College 2641 Kennedy Blvd., Jersey City, New Jersey 07306 from July 1, 2011 through December 31, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
John W. Kelly,  
Business Administrator

\_\_\_\_\_  
President  
St. Peter's College

Attest:

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

**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the St. Peter's Prep High School, 144 Grand Street, Jersey City, New Jersey 07302, its officer, directors, employees an or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City'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 in connection with the use of the St. Peter's Prep High School, 144 Grand Street, Jersey City, New Jersey 07302 from July 1, 2011 through December 31, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
John W. Kelly,  
Business Administrator

\_\_\_\_\_  
Principal  
St. Peter's Prep High School

Attest:

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

## INDEMNIFICATION AGREEMENT

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the Hudson Catholic High School, 790 Bergen Avenue, Jersey City, New Jersey 07306, its officer, directors, employees and or agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City'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 in connection with the use of the Hudson Catholic High School, 790 Bergen Avenue, Jersey City, New Jersey 07306 from July 1, 2011 through December 31, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
John W. Kelly,  
Business Administrator

\_\_\_\_\_  
Principal  
Hudson Catholic High School

Attest:

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

**INDEMNIFICATION AGREEMENT**

The City of Jersey City ("City") 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 City's use of the premises permitted herein. The City further agrees to indemnify and hold harmless the County of Hudson, 583 Newark Avenue, Jersey City, New Jersey 07306, its officer, directors, employees and agents from and against any and all claims and costs incurred in the defense settlement or satisfaction of any such claims, including attorney fees and costs of suits arising out of the use of the premises and any activities by officers, employee or agents of the City of Jersey City, during the term of the license. The City'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 in connection with the use of the County of Hudson, 583 Newark Avenue, Jersey City, New Jersey 07306 from July 1, 2011 through December 31, 2011.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
John W. Kelly,  
Business Administrator

\_\_\_\_\_  
Tom DeGiese  
Hudson County Executive

Attest:

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

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

City Clerk File No. Res. 11-325

Agenda No. 10.V

Approved: MAY 25 2011

TITLE:



## **RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.**

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

**WHEREAS**, the Police Department's Computer Aided Dispatch and Records Management System is a proprietary system that requires support and maintenance services; and

**WHEREAS**, General Dynamics (formerly known as Information Spectrum, Inc. and Antedon Corp) created the Computer Aided Dispatch and Records Management System software and is a proprietary system that requires support and maintenance services; and

**WHEREAS**, General Dynamics has agreed to provide system maintenance services in the manner specified by the Police Department's Computer Services Unit for one year month for the sum of sixty-eight thousand nine hundred twenty (\$68,920.00) Dollars; and

**WHEREAS**, funds in the amount of Sixty-eight thousand nine hundred twenty (\$68,920.00) are available in the 2011 budget of Account No.11- 01-201-25-240-310; source of funding is from operating account

**WHEREAS**, funds in the amount of \$34,460.00 are currently available in temporary budget of Account No. 11-01-201-25-240-310

**WHEREAS**; The award of this contract shall be subject to the appropriation of sufficient funds in the 2011 year permanent budget;

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

**WHEREAS**, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

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

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

**WHEREAS**, General Dynamics has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

**WHEREAS**, General Dynamic has certified that they have not made any reportable contributions in the one-year period preceding the award of this contract that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128; and

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

City Clerk File No. Res. 11-325

Agenda No. 10.V

Approved: MAY 25 2011

TITLE:



**RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING.**

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

1. A one year is awarded to General Dynamic in the amount of \$68,920.00 and the City's Purchasing agent is directed to have such a contract drawn up and executed; and
2. This contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-5 (1)(dd); and
3. This award of this contract shall be subject to the condition that the General Dynamic provide satisfactory evidence of compliance with the **Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.**
4. The continuation of the contract after the expenditure of funds encumbered in the 2011 current year budget shall be subject to the appropriation of sufficient funds in the 2011 current fiscal year permanent budget; and
5. Upon certification by an official or employee of the City authorized to attest that the agreement has been compiled with in all respects and the requirements of the agreement met, payment to General Dynamics shall be made in accordance with the provisions of the **Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.**
6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification of compliance with the city contractor pay-to-play reform ordinance and the Determination of Value Certification attached hereto and incorporated herein by reference shall be placed on file with this resolution

I, Donna Mauer Donna Mauer as Chief Financial Officer, hereby certify that funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in Acct. No. 11-01-201-25-240-310. PO 103245

**Police Department**  
Acct. No. 11-01-201-25-240-310

Amount \$34,460.00

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

APPROVED AS TO LEGAL FORM

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

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

Robert Byrne  
Robert Byrne, City Clerk

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

**1. Full Title of Ordinance/Resolution/Cooperation Agreement :**

**RESOLUTION AUTHORIZING AN AGREEMENT WITH GENERAL DYNAMICS FOR PROVIDING MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM WITHOUT PUBLIC BIDDING..**

**2. Name and Title of Person Initiating Ordinance/Resolution :**

SAMUEL JEFFERSON, DIRECTOR, DEPARTMENT OF POLICE

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

PURCHASE OF MAINTENANCE 7 BY 24 ON THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SOFTWARE THROUGHOUT THE POLICE DEPARTMENT.

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

REQUIRED TO MAINTAIN AND SUPPORT THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEMS.

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

INSURANCE AGAINST LOSING THE COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT FOR EXTENDED PERIOD OF TIME SHOULD A PROBLEM ARISE.

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

SIXTY-EIGHT THOUSAND NINE HUNDRED TWENTY DOLLARS (\$68,920.00)

**7. Date Proposed Program or Project will Commence:**

JANUARY 1, 2011

**8. Anticipated Completion Date:**

DECEMBER 31, 2011

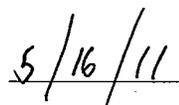
**9. Person Responsible for Coordinating Proposed Program/Project:**

DEPUTY RONALD SPROFERA, SUPPORT SERVICES COMMANDER

I certify that all the facts presented herein are accurate to the best of my knowledge..



Signature of Department Director



Date

# CITY OF JERSEY CITY

|                      |
|----------------------|
| <b>Requisition #</b> |
| 0154214              |

|                      |
|----------------------|
| <b>Assigned PO #</b> |
|                      |

## Requisition

**Vendor**  
GENERAL DYNAMICS /IT  
7611 LITTLE RIVER TURNPIKE  
SUITE 300 EAST  
ANNANDALE VA 22003  
GE226695

**Dept. Bill To**  
POLICE DEPARTMENT  
8 ERIE STREET  
JERSEY CITY NJ 07302

**Dept. Ship To**

**Contact Info**  
D/C RONALD SPROFERA  
2015475308

| Quantity | UOM | Description                                                                                                                                                       | Account       | Unit Price | Total     |
|----------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|-----------|
| 1.00     | EA  | RENEWAL OF CONTRACT<br>MAINTENANCE & SUPPORT AGREEMENT FOR HE GENERAL<br>DYNAMICS CAD & REPORTING SYSTEM INCLUDING SYSTEM<br>EXTENDED SUPPORT (24X7X365) FOR 2011 | 0120125240310 | 34,460.00  | 34,460.00 |

TOTAL CONTRACT AMOUNT \$ 68,920.00  
THIS ENCUMBRANCE : \$ 16,875.00

FOR:  
JCPD/ SUPPORT SERVICE/ COMPUTER UNIT  
73-85 BISHOP STREET  
J.C.NJ 07304  
PHONE# 201-547-5308  
CONTRACT PERSON: P.O.JOHN TKACZYK EX: 5997

Requisition Total 34,460.00

Req. Date: 04/28/2011  
Requested By: FMCPHERSON  
Buyer Id:

Approved By:  5/4/11

**This Is Not A Purchase Order**

# JERSEY CITY POLICE DEPARTMENT

## DEPARTMENT REQUISITION

**Date:** February 18<sup>th</sup>, 2011

**The following supplies are required for use by the  
COMPUTER UNIT at the following locations:**

Computer Unit – JCPSCC, 73-85 Bishop Street

| Item No. | Quantity: | Article:                                                                                                                                                     | Remarks/Price: |
|----------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1        | 1         | Renewal of the Maintenance and Support Agreement for the General Dynamics CAD and Reporting System Including System Extended Support (24 x 7 x 365) for 2011 |                |
|          |           | Total:                                                                                                                                                       | \$68,920.00    |
|          |           | Vendor:                                                                                                                                                      |                |
|          |           | General Dynamics Information Technology                                                                                                                      |                |
|          |           | 7611 Little River Turnpike                                                                                                                                   |                |
|          |           | Suite 300 East                                                                                                                                               |                |
|          |           | Annandale, VA 22003                                                                                                                                          |                |
|          |           | 703-354-3737                                                                                                                                                 |                |
|          |           | Attn: Harry Shackelford                                                                                                                                      |                |

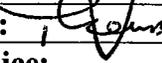
2011 APR 19 PM 1:06  
 DIRECTOR'S OFFICE  
 JERSEY CITY POLICE

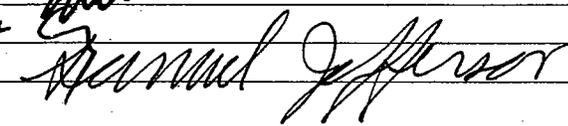
RECEIVED

**Comments:** Required contract for the maintenance and support of the Police Department CAD and Reporting Systems  
**ANNUAL CONTRACT RENEWAL**

**Requested By:** 

**Approved By:** 

**Chief of Police:** 

**Director of Police:**  4/19/2011

# **GENERAL DYNAMICS**

Information Technology

February 17, 2011

City Of Jersey City  
73-85 Bishop Street  
Jersey City, NJ 07305

Dear Sir/Madame:

Over the past few years, General Dynamics Information Technology (GDIT) has established a firm relationship with you and your computer unit with the installation, operation, maintenance and support of the City of Jersey City Computer Aided Dispatch (CAD) and Police Records Warehousing (PRW) systems. We believe that these systems, which are an integral part of the web-based Law Enforcement Advanced Applications (LEAA) system, had a positive impact on the record and image of your units and departments. Proper maintenance and support of these systems is crucial to your continued success. The present maintenance and support Purchase Agreement (PA) ended on December 31, 2010. We are proposing a follow-on PA (proposal attached) valued at \$68,920.00, from January 1, 2011 to December 31, 2011. This follow-on PA will ensure the continuation of the high level of service and support for your CAD and PRW systems as described in Support and Maintenance Agreement. I look forward to working with you during this new contract year.

Please call me if you have any questions or concerns. You can reach me at 703-813-8632.

Sincerely,



Harry Shackelford  
Vice President/General Manager  
General Dynamics Information Technology

**General Dynamics Information Technology:**

**Software Support & Maintenance Contract**

**For Jersey City, NJ Police Department**

**\$68,920.00**

1 January 2011 thru 31 December 2011

|                                                  |                                                                                                                                                                                                                                      |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Off-site Support</b>                          | Off-site support provides JCPD with GDIT LEAA programming resources to troubleshoot and correct programming issues and continue improving/enhancing the current capabilities of the existing JCPD LEAA system.<br><b>\$52,190.60</b> |
| <b>Remote DBA/Backend Administration Support</b> | Database maintenance<br>Monthly Status<br>Software updates/patches<br>Review Server Logs.<br><b>\$11,922.68</b>                                                                                                                      |
| <b>Material</b>                                  | Third party software licensing/updates as available.<br><b>\$4,806.72</b>                                                                                                                                                            |

General Dynamics is responsible for the software maintenance of Jersey City's Police CAD and Records installed application known as LEAA (Law Enforcement Advanced Applications). The application is configured as a failsafe WEB application that runs on WEB and Database Microsoft OS servers. The installation is comprised of:

- 1 Windows 2000 Training Server (<https://training.njjcpd.org/JCPRW>) which runs the complete LEAA application. Used to train JCPD employees and review new changes to the LEAA application prior to acceptance and installation to the production servers. Regression testing is done to ensure that no other area of the application is affected by the intended changes.
- 2 Windows 2008 WEB Servers (<https://cad.njjcpd.org/JCPRW>) configured as an NLB (Network Load Balanced) cluster.
- 2 Windows 2008 Database servers (SQL Server 2008 Enterprise) configured as a passive cluster with a shared SAN disk system.

# **SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT**

Between

GENERAL DYNAMICS INFORMATION  
TECHNOLOGY (GDIT)  
7611 LITTLE RIVER TURNPIKE, 300E  
ANNANDALE, VA 22003

AND

CITY OF JERSEY CITY  
73-85 BISHOP STREET  
JERSEY CITY, NJ 07035

("Licensor" or "GDIT")

("Licensee" or "CITY OF JERSEY CITY")

WHEREAS, Licensor's predecessor in interest, GDIT, and Licensee entered into a Software End-User License Agreement (the "License Agreement") under which Licensee obtained a non-exclusive, non-transferable license to use certain computer software and related user documentation (the "Licensed Program") on certain terms and conditions;

WHEREAS, Licensor desires to offer Licensee certain services with respect to the Licensed Program on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

## 1. DEFINITIONS

For the purposes of this agreement, the following definitions shall apply to the respective capitalized terms:

1. "SOFTWARE ORDER". A purchase order form identifying software modules purchased by the Licensee from GDIT which has been signed and accepted by the Licensee and has been accepted by GDIT.
- 1.2 "LICENSED PROGRAM." The computer software installed by GDIT and for which Licensee is paying a maintenance fee to GDIT as identified in the Software Order, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Licensee under this Agreement or License Agreement.
- 1.3 "AGREEMENT TERM." An initial period equal to 90 days after successful completion of software installation on the Production server by GDIT. The software shall be installed in two phases. The two phases shall be:

Test and Training software on Test/training Server  
CAD/PRW production software on Production Server

Following the completion of the initial and subsequent Agreement Terms, each Agreement Term shall automatically renew for successive periods of one (1) year at the cost to Licensee as set forth in Section 5.2, unless Licensee notifies GDIT in writing at least 30 days prior to the end of the then-current Agreement Term of its decision not to renew.

- 1.4 "ERROR." Any failure of the Licensed Program to conform in all material

respects to the functional specifications for the Licensed Program distributed from time to time by, so long as the nonconformity is caused solely by GDIT programming and not caused by Licensee. For example, any nonconformity resulting from Licensee's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supported by GDIT, or not authorized to be so combined or merged by GDIT, shall not be considered an Error. Nor shall Licensed Program or datafile damage or degraded performance resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, network or hardware problems (including client setting changes, insufficient capability and malfunctions), be considered an Error.

- 1.5 "ERROR CORRECTION." Either software modification or addition that, when made or added to Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Licensee of such nonconformity. Not covered under Error Correction is the responsibility for datafile damage due to software or hardware malfunction.
- 1.6 "ENHANCEMENT." Any modification or addition requested by the Licensee that, when made to or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but does not constitute an Error Correction. Enhancements are changes, and should be requested using a Work Order Change Form (attached).
- 1.7 "REVISION." Any modification or addition performed by the Licensor on its own initiative that, when made to or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but does not constitute an Error Correction.
- 1.8 "RELEASE." A replacement version of the Licensed Program containing multiple Revisions and/or Error Corrections.
- 1.9 "COVERAGE HOURS." The days and times when direct software support is offered is 8:00 A.M. to 4:00 P.M. Monday to Friday except for U.S. Federal Government holidays.
- 1.10 "RESPONSE TIME." The time it takes GDIT to acknowledge Licensee's service request and initiate a plan for corrective action. GDIT will respond to a service request within two (2) working hours of placement of the call by an authorized CITY OF JERSEY CITY Regional System Administrator. CITY OF JERSEY CITY will fax or e-mail an error sheet as soon as possible after the initial call. After receipt of the error sheet, GDIT will review it and develop an appropriate response plan. GDIT will then notify CITY OF JERSEY CITY as to the scope of effort required to correct the problem and the estimated time to perform the necessary corrective action.
- 1.11 "REGIONAL SYSTEM ADMINISTRATOR." An agent of Licensee with sufficient training and/or experience with the Licensed Program to communicate effectively with GDIT Support personnel.

## 2. ELIGIBILITY FOR SUPPORT

- 2.1 To be eligible for support for the Licensed Program, Licensee must meet certain requirements. GDIT's obligations under this Agreement are conditioned upon confirmation by GDIT that the Licensed Program is eligible for support. Licensee agrees that the obligation of GDIT to continue to provide Services with respect to the Licensed Program shall terminate if, at any time during the term of this Agreement, the below requirements are not met. Nothing in this agreement shall be construed to obligate GDIT to make available to Licensee support for the Licensed Program for the duration of the License Agreement.
- 2.2 To be eligible for software support for the Licensed Program, Licensee must meet all of the following requirements:
  - a. Licensee must have a valid License Agreement for the Licensed Program;
  - b. Licensee must have a qualified Regional System Administrator; and
  - c. The hardware configuration on which the Licensed Program is to be used is supported by GDIT.
  - d. Licensee must be in compliance with the schedule of payments.

GDIT will notify Licensee if GDIT determines that the Regional System Administrator does not have the training or experience necessary to communicate effectively with the Computer Systems Support Personnel or is otherwise determined by GDIT to be unqualified.

### 3. SCOPE OF SERVICES

- 3.1 During the Agreement Term, GDIT shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in GDIT's current rate schedule:
  - a. GDIT shall maintain a program control center capable of responding to reports of system irregularities made by CITY OF JERSEY CITY Regional System Administrator.
  - b. GDIT shall coordinate the efforts of a trained team capable of rendering the services set forth in this Agreement.
  - c. GDIT shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to GDIT in accordance with the procedures set forth herein. GDIT shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction within Response Time. Following completion of the Error Correction, GDIT shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction in all subsequent releases of the Licensed Program. Should GDIT be unable to reproduce the reported Error, Licensee may elect to have GDIT Computer Systems Support Personnel on site to diagnose and remedy the Error. On-site charges will be billed to the Licensee.
  - d. GDIT may, from time to time, issue new Releases of the Licensed Program to its Licensees generally containing Error Corrections and Revisions. GDIT shall provide Licensee with copies of each new Release without

additional charge. Subject to acceptance by Licensee, GDIT shall provide reasonable assistance to help Licensee install and operate each new Release, provided that such assistance, if required to be provided at Licensee's facility, shall be subject to the supplemental charges set forth in GDIT's current rate schedule.

- e. Subject to space availability and training fees, Licensee may enroll its employees in training classes for regular or advanced training.
- f. GDIT shall consider and evaluate the development of Enhancements for the specific use of Licensee and shall respond to Licensee's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by GDIT and Licensee. CITY OF JERSEY CITY shall list requested enhancements on a Work Order Change Form. Installation of an Enhancement may create a non-universal, non-compliant application, in which case Licensee may incur additional maintenance costs in that its system may not qualify for universal Releases or Revisions.

#### 4. OTHER OBLIGATIONS OF LICENSEE

- 4.1 Licensee shall provide access to its facilities in connection with the performance of GDIT and its obligations hereunder. No charge shall be made for such access. It is agreed that prior notification will be given when access is required.
- 4.2 Licensee must provide GDIT with information sufficient for GDIT to duplicate the circumstances under which a problem in the Licensed Program became apparent.
- 4.3 Licensee shall maintain a VPN connection and authorized security account for direct access to the CITY OF JERSEY CITY network of the CPU(s) used with the Licensed Program being maintained by GDIT hereunder and shall provide access to a voice grade local telephone.
- 4.4 A representative of Licensee shall be present when any on-site support is provided. GDIT will notify the Chief or Director of Police if a representative is not present.
- 4.5 All communications by Licensee to GDIT must be in the English language.
- 4.6 Licensee is responsible for selecting a Regional System Administrator who is qualified to operate the Licensed Program, the Licensee's hardware and the Operating System. The Regional System Administrator must be familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. GDIT reserves the right to refuse assistance or to charge additional fees if a Regional System Administrator seeks assistance with respect to such basic background information or any other matters not directly related to the operation of the Licensed Program.
- 4.7 Only a Regional System Administrator shall contact GDIT for support. Licensee may change its authorized Regional System Administrator(s) upon ten (10) days prior written notice to GDIT. Licensee hereby authorizes its designated Regional System Administrator to incur, on its behalf, billable work.

4.8 Licensee shall notify GDIT in advance of installing any service pack revisions to its operating system, so that GDIT may analyze the effect of the service pack installation on the Licensed Program. GDIT is not responsible for Licensed Program problems caused by service pack installation.

5. FEES AND CHARGES

5.1 Licensee shall pay GDIT its fees and charges based on the Software Order in full without discount. Additional Software Orders may be signed with GDIT from time to time and will be a part of this Agreement. GDIT reserves the right to change its Maintenance Fees from time to time. Fee changes will result from changes in: (1) Software Prices, (2) Increases in the number of modules, (3) Increases in the number of users on the system, (4) Changes in the computer hardware, (5) Selection by the Licensee of a different level of software maintenance, or (6) General increase in maintenance fee as determined by GDIT.

5.2 GDIT shall invoice Licensee for all maintenance fees for the period of this Purchase Order. Other charges accrued and all reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. The invoiced amounts shall be due upon receipt of invoice.

5.3 Licensee shall be responsible for procuring, installing and maintaining all equipment, telephone lines, modems, communication interfaces, and other hardware or software necessary to operate the Licensed Program and to obtain from GDIT the services called for by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of the parties.

For:  
GENERAL DYNAMICS INFORMATION  
TECHNOLOGY (GDIT)

For:  
CITY OF JERSEY CITY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Linda Taylor  
Name

\_\_\_\_\_  
Name

Director, Contracts  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

WORK ORDER CHANGE FORM

Work Order Date \_\_\_\_\_

CURRENT APPLICATION/SPECIFICATION

CHANGE REQUESTED

\_\_\_\_\_  
CITY OF JERSEY CITY – APPROVED BY  
DATE

\_\_\_\_\_  
DATE GDIT – APPROVED BY



**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

FOR NON-FAIR AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

**CITY OF JERSEY CITY**

**Part I – Vendor Affirmation**

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

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

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address                                            |
|------------------------------|---------------------------------------------------------|
|                              | GDIT is a publically held company registered with NYSE! |
|                              | For more information please go to:                      |
|                              | www.gd.com                                              |
|                              | investor relations                                      |
|                              | shareholder information                                 |

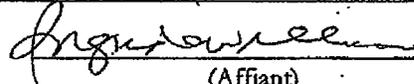
**Part 3 – Signature and Attestation:**

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

Name of Business Entity: General Dynamics Information Technology Inc.

Signed: Linda Taylor Title: Contracts Director

Print Name: Linda Taylor Date: \_\_\_\_\_

|                                                                                                |                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscribed and sworn before me this <u>8<sup>th</sup></u> day of <u>March</u> , 20 <u>14</u> . | <br>(Affiant)<br><u>Linda A. Taylor</u><br>(Print name & title of affiant) (Corporate Seal) |
| My Commission expires: <u>26, September 2014</u>                                               |                                                                                                                                                                                 |

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

*N/A - G.D is a public company please see*

Check the box that represents the type of business organization:

*SEC Rpts*

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

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

Stockholders:

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

Subscribed and sworn before me this 5<sup>th</sup> day of January 2011

(Notary Public)

My Commission expires: 26 September 2014

*Ingrid Williams*  
(Affiant)

Ingrid Williams  
(Print name & title of affiant)

(Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY  
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED  
ON SEPTEMBER 3, 2008**

**PART I - Vendor Affirmation**

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

**PART II - Signature and Attestation:**

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

Name of Business Entity: General Dynamics Information Technology, Inc

Signed: Linda Taylor Title: Contracts Director

Print Name: Linda Taylor Date: 8 March 2011

Subscribed and sworn before me  
this 8th day of March, 2011.  
My Commission expires:

[Signature]  
(Affiant)  
Ernest A. Williams, Notary  
(Print name & title of affiant) (Corporate Seal)

\*\*Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.





**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):** Linda Taylor, Director Contracts  
**Representative's Signature:** \_\_\_\_\_  
**Name of Company:** General Dynamics Information Technology, Inc.  
**Tel. No.:** 703-813-8490 **Date:** 01/01/2011

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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

COMPANY: General Dynamics Information Technology, Inc.

SIGNATURE: \_\_\_\_\_

DATE: 01/01/2011

PRINT NAME: Linda Taylor

TITLE: Contracts Director

**Minority/Woman Business Enterprise (MWBE)  
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : General Dynamics Information Technology, Inc.  
Address : 7611 Little River Turnpike, Annandale, VA 22003  
Telephone No. : 703-813-8490  
Contact Name : Linda Taylor

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 : General Dynamics Information Technology, Inc.  
Address : 7611 Little River Turnpike, Annandale, VA 22003  
Telephone No. : 703-813-8490  
Contact Name : Linda Taylor

Please check applicable category :

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

**Definitions  
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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**Woman Business Enterprise**

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**DIVISION OF PURCHASING COPY**

certificate # 22291

Form AA302  
Rev. 1/00

NEW JERSEY FACILITY

STATE OF NEW JERSEY  
Division of Contract Compliance & Equal Employment Opportunity  
**EMPLOYEE INFORMATION REPORT**

**IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT BEO-1 REPORT FOR SECTION B, ITEM 11.**

**SECTION A - COMPANY IDENTIFICATION**

|                                                                                                                                                                             |                                                                                                                                                                                                                     |                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 1. FID. NO. OR SOCIAL SECURITY                                                                                                                                              | 2. TYPE OF BUSINESS<br><input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE<br><input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER | 3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY<br>17039 |
| 4. COMPANY NAME<br>General Dynamics Information Technology, Inc.                                                                                                            |                                                                                                                                                                                                                     |                                                       |
| 5. STREET<br>1151 Broad Street                                                                                                                                              | CITY<br>Shrewsbury                                                                                                                                                                                                  | COUNTY<br>Monmouth                                    |
| STATE<br>NJ                                                                                                                                                                 | ZIP CODE<br>07702                                                                                                                                                                                                   |                                                       |
| 6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)<br>General Dynamics Falls Church VA 22042                                                                    |                                                                                                                                                                                                                     |                                                       |
| 7. CHECK ONE IF THE COMPANY: <input type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTIPLE ESTABLISHMENT EMPLOYER                     |                                                                                                                                                                                                                     |                                                       |
| 8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 |                                                                                                                                                                                                                     |                                                       |
| 9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT<br>1                                                                                      |                                                                                                                                                                                                                     |                                                       |
| 10. PUBLIC AGENCY AWARDED CONTRACT<br>Jersey City Police Jersey City Hudson NJ 07302                                                                                        |                                                                                                                                                                                                                     |                                                       |
| Official Use Only                                                                                                                                                           | DATE RECEIVED                                                                                                                                                                                                       | ASSIGNED CERTIFICATION NUMBER                         |

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

| JOB CATEGORIES                                 | ALL EMPLOYEES                                                                             |             |               | PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN |          |              |       |          |       |          |              |       |          |
|------------------------------------------------|-------------------------------------------------------------------------------------------|-------------|---------------|----------------------------------------------------|----------|--------------|-------|----------|-------|----------|--------------|-------|----------|
|                                                | COL. 1 TOTAL (Cols 2 & 3)                                                                 | COL. 2 MALE | COL. 3 FEMALE | BLACK                                              | HISPANIC | AMER. INDIAN | ASIAN | NON MEN. | BLACK | HISPANIC | AMER. INDIAN | ASIAN | NON MIN. |
| Officials/Managers                             | 3                                                                                         | 3           | 0             | 0                                                  | 0        | 0            | 0     | 3        | 0     | 0        | 0            | 0     | 0        |
| Professionals                                  |                                                                                           |             |               |                                                    |          |              |       |          |       |          |              |       |          |
| Technicians                                    |                                                                                           |             |               |                                                    |          |              |       |          |       |          |              |       |          |
| Sales Workers                                  |                                                                                           |             |               |                                                    |          |              |       |          |       |          |              |       |          |
| Office & Clerical                              | 1                                                                                         | 0           | 1             | 0                                                  | 0        | 0            | 0     | 0        | 0     | 1        | 0            | 0     | 0        |
| Craftworkers (Skilled)                         |                                                                                           |             |               |                                                    |          |              |       |          |       |          |              |       |          |
| Operatives (Semi-skilled)                      |                                                                                           |             |               |                                                    |          |              |       |          |       |          |              |       |          |
| Laborers (Unskilled)                           |                                                                                           |             |               |                                                    |          |              |       |          |       |          |              |       |          |
| Service Workers                                |                                                                                           |             |               |                                                    |          |              |       |          |       |          |              |       |          |
| <b>TOTAL</b>                                   |                                                                                           |             |               |                                                    |          |              |       |          |       |          |              |       |          |
| Total employment from previous Report (If any) | 4                                                                                         | 3           | 1             | 0                                                  | 0        | 0            | 0     | 3        | 0     | 1        | 0            | 0     | 0        |
| Temporary & Fact-These Employees               | The data below shall NOT be included in the figures for the appropriate categories above. |             |               |                                                    |          |              |       |          |       |          |              |       |          |
|                                                | 0                                                                                         | 0           | 0             | 0                                                  | 0        | 0            | 0     | 0        | 0     | 0        | 0            | 0     | 0        |

|                                                                                                                                                                                                                             |                                                                                                                                           |                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| 12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?<br><input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify) | 14. IS THIS THE FIRST Employee Information Report Submitted?<br>1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/> | 15. IF NO, DATE LAST REPORT SUBMITTED<br>MO.   DAY   YEAR |
| 13. DATES OF PAYROLL PERIOD USED<br>From: To:                                                                                                                                                                               |                                                                                                                                           |                                                           |

**SECTION C - SIGNATURE AND IDENTIFICATION**

|                                                    |           |        |                                                  |
|----------------------------------------------------|-----------|--------|--------------------------------------------------|
| 16. NAME OF PERSON COMPLETING FORM (Print or Type) | SIGNATURE | TITLE  | DATE<br>MO.   DAY   YEAR                         |
| 17. ADDRESS NO. & STREET                           | CITY      | COUNTY | STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) |

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;  
PINK - PUBLIC AGENCY; GOLD - VENDOR

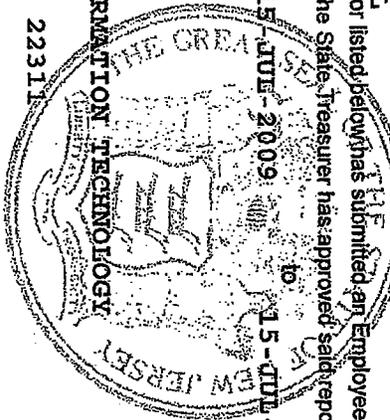
Certification 22291

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT

**RENEWAL**  
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUL-2009 to 15-JUL-2012

GENERAL DYNAMICS INFORMATION TECHNOLOGY  
3211 JERMANTOWN ROAD  
FAIRFAX VA 22311



A handwritten signature in black ink, appearing to be "R. D. P." followed by a flourish.

State Treasurer

09/18/07

Taxpayer Identification# 007-457-420/000

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) 292-1780.

Wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

| STATE OF NEW JERSEY<br>BUSINESS REGISTRATION CERTIFICATE                                                                 |                             | DEPARTMENT OF TREASURY/<br>DIVISION OF REVENUE<br>PO BOX 252<br>TRENTON, N.J. 08646-0252                                                  |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| TAXPAYER NAME:<br>GENERAL DYNAMICS INFORMATION TECHNOLOGY                                                                | TRADE NAME:                 |                                                                                                                                           |
| ADDRESS:<br>820 BEAR TAVERN ROAD<br>WEST TRENTON NJ 08628                                                                | SEQUENCE NUMBER:<br>0095062 |                                                                                                                                           |
| EFFECTIVE DATE:                                                                                                          | ISSUANCE DATE:<br>09/18/07  |                                                                                                                                           |
|                                                                                                                          |                             | <br>Acting Director<br>New Jersey Division of Revenue |
| FORM-BRC(08-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address. |                             |                                                                                                                                           |

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

**EXHIBIT A**  
**N.J.S.A. 10:5-36 and N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Linda Taylor, Director Contracts

Representative's Signature: [Signature]

Name of Company: General Dynamics Information Technology

Tel. No.: 703-813-8490 Date: 5/23/2011

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

City Clerk File No. Res. 11-326  
 Agenda No. 10.W  
 Approved: MAY 25 2011



TITLE:

## *Resolution Mourning the Passing of Kevin Bruce Burnett*

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

**Whereas**, Kevin Bruce Burnett, son of (the late) John and Coralie (Jordan) Burnett, was born on January 19, 1966 in Camden, New Jersey; and

**Whereas**, Kevin Burnett was educated in the Camden, NJ school system. He earned a Bachelor's Degree from Rutgers's University where he was often on the Dean's List; and

**Whereas**, Kevin Burnett was a Social Worker at Covenant House in New York City and assisted at-risk youths for many years. He was also employed as a Case Manager in the Community & Supportive Services Program, the social component of the HOPE VI Revitalization Program at Lafayette Gardens in Jersey City; and

**Whereas**, Kevin Burnett more recently worked as a Case Manager in the Resident Opportunities & Self-Sufficiency Program at Booker T. Washington Apartments in Jersey City. He was a dedicated employee. Kevin established a computer and resume writing center, and organized job and health fairs, job readiness workshops, nutrition programs and special events for senior residents. He often drove residents to job interviews and training programs. Kevin advocated for residents to receive critical assistance and developed relationships with other social service agencies to connect residents with needed programs; and

**Whereas**, Kevin Burnett was employed by the Housing Authority from September 29, 2003 until May 12, 2011. The staff of the Jersey City Housing Authority respected Kevin Burnett's work and enjoyed his sense of humor and friendship; and

**Whereas**, Kevin Burnett generously "gave his all" to public housing residents and worked with great passion. He had respect and compassion for all, especially those with many problems and needs. He was strikingly professional in his demeanor and dress, kept confidences and applied his education and experience to his work; and,

**Whereas**, Kevin Burnett loved Michael Jackson and the Pittsburgh Steelers and shared his life's joys and interests with others; and

**Whereas**, Kevin Burnett departed this life on May 12, 2012. He leaves to mourn his loss, the love of his life - his Mother, Coralie Burnett Samuels, sisters Karla Mickens, Kimberly Burnett Thomas (Wondell); Karin Burnett, Chandra Keia Burnett, Emma Samuels, and his "baby-girl" Courtney Samuels Christie (Marc); his brothers Kyle Burnett and Kenneth Burnett and a host of special nieces, nephews, aunts, uncles, cousins and friends & co-workers. He will be greatly missed.

**Now, Therefore, Be It Resolved**, that the Municipal Council of the City of Jersey City does hereby mourn the passing of Kevin Bruce Burnett and offers its heartfelt condolences to the Burnett family.

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

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

Certification Required   
 Not Required

APPROVED **9-0**

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      | 5/25/11 |  |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|---------|--|
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |         |  |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |         |  |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |         |  |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |         |  |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
 Peter M. Brennan, President of Council

*[Signature]*  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-327

Agenda No. 10.X

Approved: MAY 25 2011



**TITLE:** RESOLUTION AMENDING PPG'S TREATMENT WORKS APPROVAL APPLICATION FOR PPG SITE 114, 880-900 GARFIELD AVENUE, BLOCKS 2026.A; 2026.1, LOTS 1 & 3A; 27, 3B AND TO INCLUDE A TEMPORARY WATER TREATMENT CONNECTION

COUNCIL offered and moved adoption of the following resolution:

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

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

WHEREAS, on April 15, 2010, AECOM, on behalf of PPG, applied to DEP for approval to utilize seven (7) 21,000-gallon holding tanks to collect groundwater from dewatering activities during excavation or storm water that accumulates in the excavation trenches, and in water utilized to washdown construction vehicles; and

WHEREAS, on March 15, 2011, AECOM, on behalf of PPG, submitted an amendment to the proposal to use two (2) 245,700 gallon modular holding tanks instead of the seven (7) for the proposed remediation project. The holding tanks will temporarily contain construction water until the water can be disposed of off site at a rate greater than 8,000 gallons per day; and

WHEREAS, on April 27, 2011, AECOM, on behalf of PPG, submitted a proposal, which is necessary for a sewer extension to convey over 25,000 gallons per day of sewage flow; and

WHEREAS, this application for the amendments requires the consent of the Municipal Council to confirm that this project as proposed conforms with the requirements of all municipal ordinances; and

WHEREAS, the City's consultants, ERFS, reviewed these proposals for environmental soundness and found these amendments to be satisfactory

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

1. The City of Jersey City hereby consents to the submission of applications and its amendments for the Treatment Works Approval submitted by AECOM, on behalf of PPG, to the DEP.
2. The Mayor or Business Administrator is hereby authorized to execute any documents appropriate or necessary to effectuate the purposes of the within applications for DEP approval.

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

APPROVED AS TO LEGAL FORM

APPROVED: *[Signature]*  
Business Administrator

*[Signature]*  
Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
Peter M. Brennan, President of Council

*[Signature]*  
Robert Byrne, City Clerk



# CITY OF JERSEY CITY

## Office of the Corporation Counsel

280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: (201) 547-4667  
Fax: (201) 547-5230

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

May 17, 2011

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

**Re: Resolution Amending PPG's Treatment Works Approval Application for PPG Site 114, 880-900 Garfield Avenue, Blocks 2026.A, Lots 1 & 3A; 2A, 4A & 3B and to include a Temporary Water Treatment Connection**

Dear Council President and Members of the Municipal Council:

This resolution will enable Jersey City to provide its official consent for an application by PPG to the DEP to remediate groundwater at the Garfield Avenue Site. The application is being made by AECOM, the general contractor underrating the remediation. AECOM/PPG currently operates 7 frac tanks which provide onsite ground water storage prior to its disposal offsite. During full-scale remedial activities, a ground water treatment system (GWTS) will be used to treat ground water prior to its discharge to the JCMUA and ultimately PVSC. The operation of the GWTS requires additional onsite storage which will be provided by the 2 modular tanks. Operation of the modular tanks will replace the existing frac tanks and will reduce Health & Safety concerns associated with current frac tank operations.

Very truly yours,



**WILLIAM MATSIKLOUDIS**  
**CORPORATION COUNSEL**

WM/igp

Attachments

c: John Kelly, Business Administrator  
Robert Byrne, City Clerk  
Gerry Remsen, JCMUA



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

732 564 3600 tel  
732 369 0122 fax

April 27, 2010

**Via Registered Certified Mail**

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

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

Dear Mr. Byrne:

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

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

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

**Description of Proposed Treatment Works**

The Treatment Works Application is being submitted as required for a sewer extension that will convey over 25,000 gallons per day of sewage flow. The sewer extension will serve as a conveyance pipe from a temporary on-site water treatment system. The temporary treatment system (which does not independently warrant a Treatment Works Application) will pre-treat construction water (groundwater from dewatering activities during excavation, storm water that contacts and

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accumulates within the excavation trenches, and washdown water utilized for construction vehicles) prior to discharge into the public sewage system. The proposed conveyance pipe will be an extension of an existing lateral sewage pipe connection to the publically owned sewer system. The existing connection is an on-site lateral pipe that connects to a 72" diameter public sanitary line on Carteret Avenue. The on-site discharge piping is believed to be 12" diameter pipe, but its exact dimensions and competency are uncertain. PPG intends to work with the Jersey City Municipal Utilities Authority (JCMUA) in order to complete a survey of all necessary on-site and off-site drainage piping in the area. Information from the survey will be utilized in order to determine appropriate invert elevations, effluent sump float level elevation, and the final location of tie into existing on-site piping with the plants discharge. PPG will replace or repair on-site piping as necessary in order to ensure that an adequately sized, competent pipe run exists between the plants effluent sump, and the ultimate JCMUA owned 72" public sanitary line on Carteret Avenue in Jersey City, New Jersey.

Because Jersey City has a combined sewer system, provisions to store and dispose of collected water during rain events (and 24-hrs following) are included under a separate treatment works approval (TWA No.10-0127). The current system includes seven (7) 21,000-gallon fractionation tanks. The holding tanks will temporarily contain construction water (groundwater from dewatering activities during excavation, storm water that contacts and accumulates within the excavation trenches, and wash down water utilized for construction vehicles). The anticipated dewatering rates for the area of excavation range between 25,000 to 72,000 gallons per day (gpd). However, maximum rates of up to 120 gallons per minute and 95,000 gpd may be necessary following large precipitation events. A separate TWA Application for two large capacity tanks (245,700 gallons each) was submitted to the NJDEP on March 15, 2011 to ensure adequate storage is available on-site.

In the event the water treatment system is not operating within discharge limits or is off-line during rain events, the stored construction water will be transported to one of three receiving facilities (DuPont, Envirite or Passaic Valley Sewerage Commission) via vacuum tanker. The DuPont Secure Environmental Treatment facility is located in Deepwater, New Jersey. The Envirite facility is located in York Pennsylvania. The Passaic Valley Sewerage Commission is located in Newark, New Jersey. The receiving facility will be determined by the concentrations of pollutants, particularly hexavalent chromium, in the water as determined via laboratory analysis. The concentrations are expected to fluctuate throughout the remediation period.

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

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

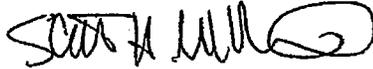
To enhance and sustain the world's built, natural and social environments

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

Yours sincerely,



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



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

Attachments: Draft TWA Application and Form WQM0-003

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

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

City Clerk File No. Res. 11-328

Agenda No. 10.Y

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

TITLE: \_\_\_\_\_

## WITHDRAWN



### RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DECLARING THE MCGINLEY SQUARE EAST STUDY AREA AS AN AREA IN NEED OF REDEVELOPMENT AND REHABILITATION

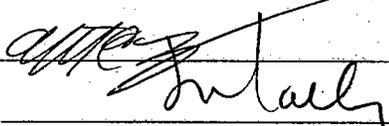
**WHEREAS**, the Municipal Council of the City of Jersey City has, by Resolution 11-166, adopted March 23, 2011, authorized the Jersey City Planning Board to conduct a preliminary investigation to determine whether the McGinley Square East Study Area meets the criteria of New Jersey's Local Redevelopment and Housing Law, *NJSA 40A:12A-1 et seq.*, qualifying it as "an area in need of redevelopment" and/or an "area in need of rehabilitation"; and

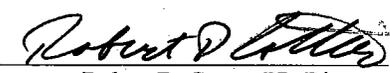
**WHEREAS**, the Planning Board, at its meeting of May 10, 2011, which was properly noticed as required by law, did conduct an investigation into the conditions affecting the property in question and did approve a motion to recommend to the Municipal Council that the referenced area be declared to be both an area in need of redevelopment and an area in need of rehabilitation; and

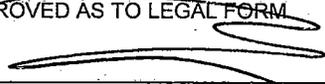
**WHEREAS**, the Planning Board's recommendation is based on evidence presented to it and contained in the document entitled, *Report Concerning the Determination of the McGinley Square East Study Area as an Area in Need of Redevelopment and/or an Area in Need of Rehabilitation*, dated March 10, 2011, attached hereto, and made a part hereof, and on the testimony of interested parties attending said Planning Board meeting; and

**WHEREAS**, the Planning Board did find, and so recommends to the Municipal Council, that the area in question meets the statutory criteria, pursuant to NJSA 40A:12A-5.a., b., c., d., e., and h. to be declared an "area in need of redevelopment" as well as an "area in need of rehabilitation" pursuant to NJSA 40A:12A-14; and

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the recommendation of the Planning Board be, and hereby is accepted, and that the McGinley Square East Study Area be, and hereby is, declared to be "an area in need of redevelopment," and "an area in need of rehabilitation" pursuant to NJSA 40A:12A-5.a., b., c., d., e., and h and NJSA 40A:12A-14.

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

  
 Robert D. Cotter, PP, Director  
 Division of City Planning

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

Certification Required   
 Not Required

**APPROVED**  
5/25/11

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 5/25/11       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               |     |     |      | GAUGHAN       |     |     |      | AHMAD         |     |     |      |
| DONNELLY                                |     |     |      | FULOP         |     |     |      | VELAZQUEZ     |     |     |      |
| LOPEZ                                   |     |     |      | RICHARDSON    |     |     |      | BRENNAN, PRES |     |     |      |

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

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



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

City Clerk File No. Res. 11-329  
 Agenda No. 10.Z  
 Approved: MAY 25 2011  
 TITLE: \_\_\_\_\_



## RESOLUTION MOURNING THE LOSS OF JOHN LOUIS ROBINSON III

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

**WHEREAS**, John L. Robinson III was born on June 9, 1947 to John Louis Robinson II and Irma Robinson; and

**WHEREAS**, John L. Robinson III attended Public School #14 and Lincoln High School in Jersey City. He furthered his education at St. Peter's College where he earned a Bachelor of Science Degree; and

**WHEREAS**, John Louis Robinson III was a dedicated employee of the City of Jersey City for more than 20 years where he worked as a Program Monitor for the Department of Administration in the Division of Economic Opportunity; and

**WHEREAS**, John Louis Robinson III was an entrepreneur and was proud of his store, *Curious Goods*. He was a political activist who urged everyone to vote. John will always be remembered as a family man. He always had a smile on his face. He told many jokes and entertained everyone with his long-winded stories often about his two years of service in the United States Army; and

**WHEREAS**, John Louis Robinson III departed this life on May 13, 2011 in Jersey City. He is at peace after a long illness. He joins his father John L. Robinson II, his son Kelsey Jones Sr. and his brother James Williams in their final resting place; and

**WHEREAS**, John Louis Robinson III leaves to cherish his memories his loving mother; Irma Robinson, his faithful and devoted wife; Glendora, his son; John L. Robinson III, his brother; Keith (Jarkata) Robinson, his sisters; Clara Williams, Adriene (Raymond) Bryant, Geraldine Clark, Jeannette Booker, his daughter-in-law; Joy Jones, three beautiful grandchildren and one great-grandchild. He will be missed by a host of aunts, uncles, nieces, nephews, great-nieces and nephews, cousins, friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City deems it fitting and appropriate that we join the family and friends in mourning the loss of John Louis Robinson III. He proudly served the City of Jersey City with honor and distinction.

G:\WPDOCS\10LONDA\RESOSES\LOGIZE\John L. Robinson III.wpd

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

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

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-330  
 Agenda No. 10.Z.1  
 Approved: MAY 25 2011



TITLE: **Resolution Commemorating the Life and Deeds of  
 Robert G. Sacks,  
 An Iconic Hudson County Real Estate Entrepreneur**

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

**WHEREAS**, Robert G. Sacks was born and raised in Jersey City, New Jersey. He honorably served his country during World War II as a Lieutenant in the US Army. After World War II, Robert joined his father, George Sacks, Sr., in the family real estate business (est. in 1924) and succeeded his father as President of Sacks Realty Co. in the mid 1950's; and

**WHEREAS**, Robert G. Sacks built a full service real estate organization that sold tens of thousands of homes, land development sites, investment and industrial properties. During the late 1960's and 1970's, Sacks Realty was one of the oldest and largest full-service residential and commercial real estate organizations in New Jersey, employing more than 70 people. In addition, Sacks constructed hundreds of homes and multiple dwelling buildings throughout Jersey City, Bayonne, Union City, Ridgewood, Bloomfield and Montclair, N.J., as well as several hundred garden apartment units in Enfield, Connecticut; and

**WHEREAS**, in the early 1980's, the Sacks organization acquired their first apartment complex for condominium conversion in Fort Lee, N.J., successfully selling all 37 units in record time. In the late 1980's, the Sacks organization purchased the St. John's Apartments comprising 829 units in three high-rise apartment buildings located three blocks from Journal Square in Jersey City. Sacks successfully converted these apartment buildings to condominiums in the second largest condo conversion in the State of New Jersey; and

**WHEREAS**, Sacks Realty Co. is headquartered in Jersey City and currently maintains offices in one of the highrise buildings. His son, George Sacks, II, succeeds his father as President of the company; and

**WHEREAS**, Robert G. Sacks departed this life on July 24, 2010. He is survived by his son; George Sacks, daughter-in-law; Mary M. Sacks, his daughter; Catherine Sacks, four grandchildren; Christopher Sacks, Mary Grace Sacks, Julia Mannarino, and Catherine Mannarino, five sisters; Evelyn Fisher, Ethel Holt, Lillian Parseghian, Florence Taylor, brother-in-law; Edward Taylor and Carol Gall and brother-in-law; Robert Gall, eleven nieces and nephews, and his long term friend; Alice Chirichella, Vice President of Sacks Realty.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City deems it a fitting and proper tribute to commemorate the life and deeds of Robert G. Sacks, an iconic Hudson County real estate entrepreneur. We offer heartfelt condolences to the Sacks family.

G:\WPDOCS\TOLONDA\RESO\SEULOGIZE\Robert G. Sacks.upd

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

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

Certification Required   
 Not Required

APPROVED 9-0  
 5/25/11

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE |     |     |      |               |     |     |      |               |     |     |      |
|-----------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
|                                         |     |     |      | 5/25/11       |     |     |      |               |     |     |      |
| COUNCILPERSON                           | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                               | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                   | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

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

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

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

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

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

City Clerk File No. Res. 11-331  
 Agenda No. 10.Z.2  
 Approved: MAY 25 2011  
 TITLE:



## Resolution Honoring Evelyn Malzberg ON THE OCCASION OF HER GRADUATION FROM NEW JERSEY CITY UNIVERSITY

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

**WHEREAS**, Evelyn Malzberg was born on February 7, 1927 in Brooklyn, New York where she graduated from Samuel J. Pioden High School at the age of 16. Her mother discouraged her from pursuing a higher education; and

**WHEREAS**, Evelyn Malzberg married at the age of 20 and had two daughters, Susan and Shelley. Evelyn later divorced and began taking a few courses at the school near her apartment, which was then known as Jersey City State College; and

**WHEREAS**, Evelyn Malzberg continued taking classes after she retired from her job as a secretary at the Hudson County Prosecutor's Office in the 1980's. After approximately 30 years of study, the creative writing major was one of 1,650 graduates at the New Jersey City University (NJCU) 2011 commencement ceremony at the Izod Center in East Rutherford; and

**WHEREAS**, Evelyn Malzberg's family is very proud. Her daughters Shelley Phillips and Susan Kilgallen were in attendance along with her grandson Michael Kilgallen and his wife Jennifer; and

**WHEREAS**, Evelyn Malzberg had been a student since before most of her classmates were born. This octogenarian said she never considered giving up and never missed a class. She was never late and always prepared. A popular student among professors and fellow students, she would often offer a first-hand perspective on many subjects including the Kennedy assassination, the Newark riots and other historical events; and

**WHEREAS**, Evelyn Malzberg is writing a book about her life. She has been asked to address young students considering leaving school and plans to volunteer at the NJCU writing center and the daycare center.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City does hereby honor Evelyn Malzberg on the occasion of her graduation from New Jersey City University.

G:\WPDOCS\TOLONDA\RESOS\HONORING\Evelyn Malzberg.wpd

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

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

Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

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

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-332  
 Agenda No. 10.Z.3  
 Approved: MAY 25 2011  
 TITLE:



## RESOLUTION HONORING THE MEMORY OF POLICE OFFICER MARC ANTHONY DINARDO ON THE OCCASION OF THE RENAMING OF PUBLIC SCHOOL #23 ANNEX TO **Marc Anthony DiNardo School**

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

**WHEREAS**, Marc Anthony DiNardo was born in Jersey City, New Jersey to Paul and Mary DiNardo; and

**WHEREAS**, Marc Anthony DiNardo graduated from Public School 17, Hudson Catholic High School and furthered his education at St. Peter's College; and

**WHEREAS**, Marc Anthony DiNardo joined the Jersey City Police Department on St. Patrick's Day, March 17, 1999 and was assigned to the East District Patrol Division. In 2007, he was assigned to the Emergency Services Unit, a unit trained to handle the full spectrum of crisis and emergency situations; and

**WHEREAS**, Police Detective DiNardo was the recipient of seven Excellent Police Service awards, two Commendations and a World Trade Center award; and

**WHEREAS**, on May 25, 2011, the Jersey City Public School District will rename Public School #23 annex, formerly known as School 17, for fallen hero Police Detective Marc DiNardo, who was shot and killed during a fierce gun battle in 2009; and

**WHEREAS**, Detective DiNardo proudly served the City of Jersey City for ten years. His selfless devotion to public service and the protection of others made him a hero and a true role model. He was the 38th Jersey City Police Officer to die in the line of duty since the department was founded in 1829; and

**WHEREAS**, Detective DiNardo left behind his wife, Mary, three children, Gwendolyn, Marc Anthony II, and Ella; his father, retired Jersey City Police Lt. Paul DiNardo, his mother, Mary and many friends.

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council deems it fitting and most appropriate to honor the memory of Police Officer Marc Anthony DiNardo on the occasion of the renaming of the Public School #23 Annex to Marc Anthony DiNardo School.

G:\WPDC\STOLONDA\RESOS\IRENAME\Marc Anthony DiNardo School.wpd

APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: *M. Allen* \_\_\_\_\_  
Business Administrator Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

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

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

*Peter M. Brennan* *Robert Byrne*  
Peter M. Brennan, President of Council Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-333  
 Agenda No. 10.Z.4  
 Approved: MAY 25 2011  
 TITLE:



## *Resolution Honoring Dr. Adele T. Macula*

ON THE OCCASION OF HER RETIREMENT  
 FROM THE JERSEY CITY PUBLIC SCHOOLS

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

**WHEREAS, Adele T. Bednash** was born and raised in the Greenville section of Jersey City by her parents, Irene and Walter Bednash. Adele attended All Saints Grammar School and later graduated from Saint Dominic Academy; and

**WHEREAS, Adele T. Bednash** received a Bachelor of Arts degree in Elementary Education from Jersey City State College, a Master of Arts degree in Education in Computer Science/Data Processing from Saint Peter's College and a Doctor of Education (Ed.D) in Educational Administration from Seton University; and

**WHEREAS, Adele T. Macula** began her career in the Jersey City Public Schools as an elementary teacher in 1978. Her talent in the classroom launched her through the ranks and in 1993 she was appointed District Supervisor for Programs that Maximize Potential; and

**WHEREAS, Adele T. Macula** continued her ascent through the organization and served as Special Assistant for the Department of Curriculum and Instruction from 1993-2000. In September, 2000, **Adele Macula** was promoted to Associate Superintendent - Curriculum and Instruction (K-12) for the Jersey City Public Schools; and

**WHEREAS, Adele T. Macula's** talents have earned her many awards and commendations in the City of Jersey City and the educational community. **Dr. Macula** has developed and implemented award winning programs that have received recognition from the State of New Jersey Department of Education as a Best Practice and national recognition by the American Association of School Administrators; and

**WHEREAS, Dr. Adele T. Macula** will retire on June 1, 2011 after thirty-three years of dedicated service to the children of Jersey City. She and her husband, Joseph, a former high-level administrator in Jersey City, will celebrate their 25<sup>th</sup> wedding anniversary in August of this year.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City does hereby honor **Dr. Adele T. Macula** on the occasion of her retirement from the Jersey City Public Schools and wishes her many years of good health and happiness in the future.

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APPROVED: \_\_\_\_\_ APPROVED AS TO LEGAL FORM \_\_\_\_\_  
 APPROVED: *Adele T. Macula* \_\_\_\_\_  
 Business Administrator Corporation Counsel

Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

*Robert Byrne*  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-334  
 Agenda No. 10.Z.5  
 Approved: MAY 25 2011  
 TITLE:



## RESOLUTION HONORING CATHOLIC ACTION OF MARY ON THE OCCASION AND CELEBRATION OF THE 33RD ANNUAL JERSEY CITY SANTACRUZAN FESTIVAL AND PROCESSION

**W**HEREAS, **Santacruzan**, one the most popular traditions in the Philippines, the *Queen of Filipino Festivals*, is held during the month of May. The religious festival honoring the Virgin Mary is a celebration of Flores de Mayo (Flowers of May); and

**W**HEREAS, **Santacruzan** commemorates the finding of the Holy Cross by Saint Helena and Constantine. Young ladies dress in lavish gowns of lace and beads and parade on the streets, together with their escorts. They walk elegantly beneath arches of flowers in a procession. Others hold candles and torches as they sing songs of praise and recite the holy rosary; and

**W**HEREAS, **Santacruzan** parades last for a month in the Philippines. Here in Jersey City, though, the festival lasts only one day, the day is filled with various activities and festivities before the grand finale (procession); and

**W**HEREAS, **Catholic Action of Mary** will celebrate of it's 33rd Santacruzan and Flores de Mayo procession and festival on Sunday, May 29, 2011. Catholic Action of Mary's festival is the largest and longest running Santacruzan celebration here in the Northeast, USA; and

**W**HEREAS, **Catholic Action of Mary** is the Filipino lay organization in the Parish of the Resurrection. The organization began in 1978 at St. Mary Church until the Parish of the Resurrection was formed. It grew to include the other sites of St. Michael, St. Peter and St. Bridget, where there are significant numbers of Filipino parishioners.

**N**OW, THEREFORE BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby recognize the significance of **Catholic Action of Mary**. The organization has created a forum which highlights Filipino cultural pride while presenting role models for our children.

**B**E IT FURTHER RESOLVED, that the Municipal Council of the City of Jersey City recognizes the achievements and contributions of the Filipino-American community to our city and urges all residents to participate in the 33rd annual Jersey City Santacruzan festival and procession.

G:\WPDOCS\TOLONDA\RESOS\DAY\Santacruzan.wpd

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

Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

[Signature]  
 Peter M. Brennan, President of Council

[Signature]  
 Robert Byrne, City Clerk

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

City Clerk File No. Res. 11-335  
 Agenda No. 10.Z.6  
 Approved: MAY 25 2011  
 TITLE: \_\_\_\_\_



## RESOLUTION RE-APPOINTING CARLO ABAD AS A FULL TIME JUDGE OF THE JERSEY CITY MUNICIPAL COURT

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

**WHEREAS**, the Honorable Jerramiah T. Healy, Mayor of the City of Jersey City, has advised the Municipal Council by letter dated May 24, 2011, that he has re-appointed **Carlo Abad**, of 129 Clarke Avenue, Jersey City, New Jersey, as a **full-time Judge of the Municipal Court of the City of Jersey City**, for a term to commence June 15, 2011 and expire on June 14, 2014.

**NOW, THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City, that the re-appointment of **Carlo Abad** as a **full-time Judge of the Municipal Court of the City of Jersey City** for the above mentioned term is hereby advised and consented to pursuant to law.

RB:sjg

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

Certification Required   
 Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

*[Signature]*  
 Peter M. Brennan, President of Council

*[Signature]*  
 Robert Byrne, City Clerk



# CITY OF JERSEY CITY

JERRAMIAH T. HEALY, MAYOR

May 24, 2011

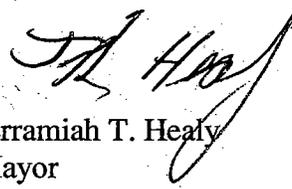
President and Members of the Municipal Council  
City of Jersey City  
280 Grove Street  
Jersey City, New Jersey 07302

Dear Council President and Members:

Kindly be advised that I have re-appointed **Carlo Abad**, of 129 Clarke Avenue, Jersey City, New Jersey, to serve as a full time Judge of the **Jersey City Municipal Court**. Mr. Abad's term will commence upon the adoption of a resolution and expire on June 14, 2014.

I respectfully request your advice and consent to this appointment.

Sincerely,

  
Jerramiah T. Healy  
Mayor

c: William Matsikoudis, Corporation Counsel  
John Kelly, Business Administrator  
Robert Byrne, City Clerk  
Maria Pagan, Municipal Court Administrator  
Rosemary McFadden, Chief of Staff, Mayor's Office  
Kevin Lyons, Mayor's Office  
Omar Perez, Mayor's Office  
Carlo Abad

OFFICE OF THE MAYOR

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

City Clerk File No. Res. 11-336

Agenda No. 10.Z.7

Approved: MAY 25 2011

TITLE:



## RESOLUTION URGING NEW JERSEY STATE LEGISLATORS AND THE GOVERNOR TO MAKE URBAN ENTERPRISE ZONE (UEZ) REVENUE AVAILABLE TO THE JERSEY CITY

COUNCIL  
AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED

**WHEREAS**, the purpose of Urban Enterprise Zones is to stimulate growth in urban areas by encouraging businesses to develop and create private sector jobs through public and private investment; and

**WHEREAS**, Governor Chris Christie, has clearly targeted Urban Enterprise Zone (UEZ) revenue which under current State law, belongs to urban municipalities throughout the State of New Jersey; and

**WHEREAS**, the City of Jersey City has used UEZ revenue to fund a variety of items and programs within UEZ districts that assist in growing and stabilizing local businesses to create jobs, many of them in small and family owned businesses; and

**WHEREAS**, the misdirection of this revenue by the Governor will seriously reduce many UEZ initiatives in the City of Jersey City, undermine the creation of jobs which is especially critical in an urban area like Jersey City, negatively impact support for Jersey City local businesses and jeopardize the health, safety and welfare of the general public.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that it hereby urges New Jersey State Legislature to insure that the full amount of Urban Enterprise Zone (UEZ) revenue is not taken by the State or used for general tax relief but is made available to the City of Jersey City to support its successful UEZ initiatives.

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

APPROVED AS TO LEGAL FORM

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

Business Administrator

Corporation Counsel

Certification Required

Not Required

APPROVED 9-0

| RECORD OF COUNCIL VOTE ON FINAL PASSAGE 5/25/11 |     |     |      |               |     |     |      |               |     |     |      |
|-------------------------------------------------|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON                                   | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| SOTTOLANO                                       | ✓   |     |      | GAUGHAN       | ✓   |     |      | AHMAD         | ✓   |     |      |
| DONNELLY                                        | ✓   |     |      | FULOP         | ✓   |     |      | VELAZQUEZ     | ✓   |     |      |
| LOPEZ                                           | ✓   |     |      | RICHARDSON    | ✓   |     |      | BRENNAN, PRES | ✓   |     |      |

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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

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

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